



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

#21ITB131869K-BKJ

ALPHARETTA WATER TANKS REHABILITATION

For

DEPARTMENT OF PUBLIC WORKS

Index of Articles

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 6.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 7.	<u>SCHEDULE OF WORK</u>
ARTICLE 8.	<u>CONTRACT TERM</u>
ARTICLE 9.	<u>COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES</u>
ARTICLE 10.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 11.	<u>SUSPENSION OF WORK</u>
ARTICLE 12.	<u>DISPUTES</u>
ARTICLE 13.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 14.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 15.	<u>WAIVER OF BREACH</u>
ARTICLE 16.	<u>INDEPENDENT CONTRACTOR</u>
ARTICLE 17.	<u>RESPONSIBILITY OF CONTRACTOR</u>
ARTICLE 18.	<u>INDEMNIFICATION</u>
ARTICLE 19.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 20.	<u>INSURANCE</u>
ARTICLE 21.	<u>PROHIBITED INTEREST</u>
ARTICLE 22.	<u>SUBCONTRACTING</u>
ARTICLE 23.	<u>ASSIGNABILITY</u>
ARTICLE 24.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 25.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 26.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 27.	<u>VERBAL AGREEMENT</u>
ARTICLE 28.	<u>NOTICES</u>
ARTICLE 29.	<u>JURISDICTION</u>
ARTICLE 30.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 31.	<u>FORCE MAJEURE</u>
ARTICLE 32.	<u>OPEN RECORDS ACT</u>
ARTICLE 33.	<u>INVOICING AND PAYMENT</u>
ARTICLE 34.	<u>TAXES</u>
ARTICLE 35.	<u>PERMITS, LICENSES AND BONDS</u>
ARTICLE 36.	<u>NON-APPROPRIATION</u>
ARTICLE 37.	<u>WAGE CLAUSE</u>

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>COMPENSATION</u>
EXHIBIT E:	<u>PURCHASING FORMS</u>
EXHIBIT F:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT G:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>
EXHIBIT H:	<u>PAYMENT & PERFORMANCE BONDS (IF APPLICABLE)</u>

CONTRACT AGREEMENT

Contractor: Tank Pro, Inc.
Contract No.: 21ITB131869K-BKJ
Address: 5500 Watermelon Road
City, State Northport, AL 35473
Telephone: 205-750-0444
Email: Phillip@tankproinc.com
Contact: Phillip Stearman
President

This Agreement made and entered into effective the 6th day of January, 2022 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **TANK PRO, INC.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Public Works hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform interior and exterior abrasive blasting and recoating with minor repairs, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;

- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;
- X. Exhibit H: Payment & Performance Bonds (if applicable)

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **December 15, 2021, BOC Item # 21-1046.**

ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to perform Alpharetta Water Tanks Rehabilitation. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. **CONTRACT TERM**

Contractor shall commence the Work within ten calendar days after receipt of Notice to Proceed and shall substantially complete the Work within two hundred seventy (270) calendar days from issuance of the Notice to Proceed.

ARTICLE 9. **COMPENSATION**

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit D, Compensation.

The total contract amount for the Project shall not exceed \$808,136.00 (Eight Hundred Eight Thousand One Hundred Thirty Six Dollars and No Cents), which is full payment for a complete scope of work.

ARTICLE 10. **PERSONNEL AND EQUIPMENT**

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 11. **SUSPENSION OF WORK**

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.

- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 15. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 16. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 18. INDEMNIFICATION

18.1 Non-Professional Services Indemnification. Contractor hereby agrees to indemnify 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 any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

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.

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 Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

18.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Contractor, and shall use

best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

18.3 Defense. Contractor, at Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Contractor is defending the claim as required hereunder.

18.4 Separate Counsel.

18.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with all of Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be

obligated to pay the cost and expense of such separate counsel). Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

18.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the

performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 22. **SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 23. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not

disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 27. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 28. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Public Works
141 Pryor Street, S.W., Suite
Atlanta, Georgia 30303
Telephone: 404-612-5900
Email: David.Clark@fultoncountyga.gov
Attention: David Clark, Director

With a copy to:

Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Tank Pro, Inc.
5500 Watermelon Road
Northport, Alabama 35473
Telephone: 205-750-0444
Email: phillip@tankproinc.com
Attention: Phillip Stearman

ARTICLE 29. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Contractor agrees as follows:

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 32. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 33. **INVOICING AND PAYMENT**

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt

of a proper invoice. Parties hereto expressly agree that the above contract term 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., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be

released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-contractors/Suppliers: The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 34. TAXES

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 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.

ARTICLE 35. 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.

ARTICLE 36. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 37. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

TANK PRO, INC.

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:
Phillip Stearman
48D76E3052D74DA
Phillip Stearman
President

Please select Attest or Notary from checkbox

ATTEST:

ATTEST: Attest Notary

DocuSigned by:
Tonya R. Grier
EEC476C74837648D...
Tonya R. Grier
Clerk to the Commission DocuSigned by:

DocuSigned by:


(Affix County Seal)

(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Denval Stewart
2277A2CEF73F4E4...
Office of the County Attorney

Angela Whitson
Notary Public

APPROVED AS TO CONTENT:

County: Tuscaloosa

DocuSigned by:
David Clark
65CE1C9FDD834B8...
David Clark, Director
Department of Public Works

Commission Expires: 03/08/2025
(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS

RM

ITEM#: <u>2021-1046</u> RCS: <u>12/15/2021</u>	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING

Insurance Certificate to be attached



ADDENDA



#21ITB131869K-BKJ, Alpharetta Water Tanks Rehabilitation
October 15, 2021

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

ADDENDUM NO. 1

The undersigned Bidder/Proposer acknowledges receipt of all Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 1.3 of the ITB.

This is to acknowledge receipt of Addendum No.1, 15th day of October, 2021.

Tank Pro, Inc.

Legal Name of Bidder/Proposer

 Phillip Stearman

Signature of Authorized Representative

President

Title



#21ITB131869K-BKJ, Alpharetta Water Tanks Rehabilitation
October 29, 2021

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

ADDENDUM NO. 2

The undersigned Bidder/Proposer acknowledges receipt of all Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 1.3 of the ITB.

This is to acknowledge receipt of Addendum No.2, 29th day of October, 2021.

Tank Pro, Inc.

Legal Name of Bidder/Proposer

 Phillip Stearman

Signature of Authorized Representative

President

Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

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

Name of Firm: Tank Pro, Inc.	
Business Address: 5500 Watermelon Road, Northport, AL 35473	
Telephone: 205-750-0444	Fax: 205-750-0464
Prepared by/Title: Phillip Stearman, President	Date prepared: November 4, 2021

II. Experience Modification Rates

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

Year	Experience Modification Rate (EMR)
2021	1.65
2020	1.70
2019	1.55

III. OSHA Incidence Rates

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

Year	Total Recordable Incidents	Total Hours Worked	OSHA Incidence Rate*
2021	0	63,532	3.15
2020	0	55,620	3.60
2019	0	48,035	4.16

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

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

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

Category	Incidence Rate by Year*		
	Year 2021	Year 2020	Year 2019
Fatalities	0	0	0
Injuries and Illnesses with Lost Work Days	0	0	0
Injuries and Illnesses with Restricted Work Days	0	0	0

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

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

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

Yes No (If yes, attach explanation)

IV. Safety Program Information

A. Do you have a written safety program?

Yes No (If yes, attach outline)

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

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

Yes No

2. Is documentation of health and safety training required?

Yes No

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

Yes No

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

Yes No (If yes, attach explanation)

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

Yes No (If yes, attach explanation)

IV. Safety Program Information (cont'd)

B. Which of the following does your safety program contain (cont'd):

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

Yes No (If yes, attach explanation)

C. Do you have an Equipment Maintenance Program for the following:

1. Miscellaneous construction tools and equipment? Yes No

2. Ladders? Yes No

3. Scaffolds? Yes No

4. Heavy Equipment? Yes No

5. Vehicles? Yes No

D. Do you have a new employee safety orientation program?

Yes No

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

- (a) Company Safety Policy Yes No
- (b) Company Safety Rules Yes No
- (c) Safety Meeting Attendance Yes No
- (d) Company Safety Record Yes No
- (e) Hazard Recognition Yes No
- (f) Hazard Reporting Yes No
- (g) Injury Reporting Yes No
- (h) Non-Injury Accident Reporting Yes No
- (i) Personal Protective Equipment Yes No
- (j) Respiratory Protection Yes No
- (k) Fire Protection Yes No
- (l) Housekeeping Yes No
- (m) Toxic Substance Yes No
- (n) Electrical Safety Yes No
- (o) Fall Protection Yes No
- (p) First-Aid/CPR Yes No
- (q) Driving Safety Yes No
- (r) Hearing Conservation Yes No

- (s) Lock-Out/Tag-Out Yes No
- (t) Bloodborne Pathogens Yes No
- (u) Asbestos Yes No
- (v) Confined Spaces Yes No
- (w) Hazard Communication Yes No

IV. Safety Program Information (cont'd)

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

1. If yes, how often:

- Daily Weekly Bi-weekly Monthly As Needed

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

Yes No

1. If yes, who conducts the audits?

Mike Hammonds

2. How often are the audits conducted?

as needed / random

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

Yes No

1. If yes, how is this notification accomplished?

- (a) Safety meetings Yes No
- (b) Post notification in office Yes No
- (c) Post notification at the site where the incident occurred Yes No
- (d) Other _____

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

- 1. Employees Yes No
- 2. Supervisors Yes No
- 3. Management Yes No

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

1. If yes, how often:

- Daily Weekly Bi-weekly Monthly As Needed

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

Yes No

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

Yes No

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

Yes No

Statement of Bidder's Qualifications – Contractor Safety Record Info

IV.A – Safety Program Outline

Tank Pro Inc.

Safety and Health Program

Appendix

Table of Contents

- 1. Table of Contents**
 - 2. Accident Prevention Plan Employee Acknowledgement**
 - 3. Air Sampling Form**
 - 4. Airborne Exposure Notification Form**
 - 5. Annual Review Accident Prevention Plan**
 - 6. Cadmium Compliance Program**
 - 7. Cadmium Medical Questionnaire**
 - 8. Chain of Custody Form**
 - 9. Confined Space Permit**
 - 10. Confined Space Permit Instructions**
 - 11. Emergency Plan**
 - 12. Hazard Assessment Checklist**
 - 13. Heat Illness Prevention**
 - 14. Hepatitis Declination Form**
 - 15. Hot Work Permit**
 - 16. Incident Report**
 - 17. Industrial Truck Operator Training**
 - 18. Lead Compliance Program**
 - 19. Respirator Fit Test Form**
 - 20. Respirator Inspection Form**
 - 21. Respirator Use Medical Determination**
 - 22. Respiratory Protection Questionnaire**
 - 23. Respiratory Protection Program Administrator Evaluation Form**
 - 24. Rigging Checklist**
 - 25. Risk Assessment Form**
 - 26. Toolbox Training Attendance Form**
 - 27. Trained Apprentice Form**
 - 28. Violation of Policy Notice**
- Appendix 1-27**

**Statement of Bidder's
Qualifications –
Contractor Safety Record Info**

IV.B-4 –Confined Space Info

Tank Pro Inc. Confined Space Entry Permit Instructions

These instructions augment the confined space entry permit and are based on the requirements of the Confined Space Entry Program. All confined spaces must be evaluated by a competent person prior to any confined space entry. A Confined Space Entry Permit (CSEP) is required to be completed by a competent person and, if required, by the confined space entry supervisor (supervisor). The CSEP is completed as follows:

1. Project Information

- 1.1 Print the Company Name
- 1.2 Print the name of the confined space
- 1.3 Print the Purpose of Entry
- 1.4 Print the actual Entry Time
- 1.5 Print the actual Exit Time
- 1.6 Print the time in hours/minutes allowed for the entry beside Authorized Duration. The maximum allowable time is one shift.

2. Potential Hazards

- 2.1 Check all potential hazards that apply.

3. Monitoring Record

- 3.1 Print monitoring equipment, type and model, and calibration information.
- 3.2 Collect monitoring data as per a-c.

4. Required Safety Equipment Checklist

- 4.1 Check all safety equipment required for the entry.
- 4.2 List rescue equipment as appropriate.

5. Hazard Control Checklist

- 5.1 Check all boxes as Yes or N/A (Not Applicable).

6. Confined Space Team

- 6.1 Print the names of the competent person, entrants and attendant. Additional space is available in 9 (Additional Information and Notes) to add additional personnel if the space is a 'permit required confined space.'
- 6.2 Check Y (yes) or N (no) beside Non-entry rescue in place.

7. Authorization for Entry.

- 7.1 Competent person to c one of the three options.
- 7.2 Competent person to sign and date.

8. Rescue and Emergency Contacts

- 8.1 List the selected contacts and phone numbers for rescue and emergencies.
- 8.2 Describe the communications method that will be used to communicate with the selected contacts.

9. Additional Information and Notes

- 9.1 Print any additional information and notes as appropriate.

10. Cancellation of Entry

- 10.1 Sign and date once all entrants have exited the confined space for the final time.
- 10.2 Print the exit time beside Exit Time in 1. Project Information.

Tank Pro Inc. Confined Space Entry Permit (CSEP)

1. Project Information

Company Name: _____	Confined Space: _____
Purpose of Entry: _____	Entry Time: _____ Exit Time: _____
Job (or S.R.) No. _____	Date: _____ Authorized Duration: _____

2. Potential Hazards	Acceptable Conditions	3. Monitoring Record						
(Check all that apply)		Time *	%O ₂	% LEL	CO (ppm)	H ₂ S (ppm)	CL (ppm)	Initials
<input type="checkbox"/> Oxygen (O ₂)	>19.5% to <23.5%							
<input type="checkbox"/> Combustible vapors	<10% of LEL							
<input type="checkbox"/> Carbon Monoxide (CO)	<25 ppm							
<input type="checkbox"/> Hydrogen Sulfide (H ₂ S)	<10 ppm							
<input type="checkbox"/> Chlorine (CL)	1 ppm							
<input type="checkbox"/> Other _____								

<input type="checkbox"/> Hot work	a. Monitor top, middle, and bottom of space
<input type="checkbox"/> Engulfment/Drowning	b. Immediate monitoring required if mechanical ventilation fails (CSEP)
<input type="checkbox"/> Electrical shock	c. Continuous monitoring required for Non-CSEP entry
<input type="checkbox"/> Heat stress	Monitoring Equipment:
<input type="checkbox"/> Moving mechanical equipment	Type and Model: _____
<input type="checkbox"/> Other _____	Calibration by: _____ Calibration Date: _____

4. Required Safety Equipment Checklist	5. Hazard Control Checklist
<input type="checkbox"/> Hard Hat	<input type="checkbox"/> Foot protection
<input type="checkbox"/> Safety Eyewear	<input type="checkbox"/> Protective clothing
<input type="checkbox"/> Air-supplied Respirator	<input type="checkbox"/> First aid kit
<input type="checkbox"/> Air-purifying Respirator	<input type="checkbox"/> Fire extinguisher
<input type="checkbox"/> P100 _____ Org. Vapor	<input type="checkbox"/> Traffic barricades
<input type="checkbox"/> Acid Gas _____ Chlorine	<input type="checkbox"/> GFCI
<input type="checkbox"/> Harness/lifeline/hoist	<input type="checkbox"/> Low voltage lights
<input type="checkbox"/> Sparkproof tools	<input type="checkbox"/> Other _____
<input type="checkbox"/> Rescue Equipment (list): _____	<input type="checkbox"/> Warning signs posted & barricade in place? (Required)
	<input type="checkbox"/> Mechanical Ventilation (Required)
	<input type="checkbox"/> Mechanical systems locked out and tagged?
	<input type="checkbox"/> Electrical systems locked out and tagged?
	<input type="checkbox"/> Piping blanked or disconnected?
	<input type="checkbox"/> Ignition sources isolated?
	<input type="checkbox"/> Communication system (specify): _____
	<input type="checkbox"/> Alarm system (specify): _____
	<input type="checkbox"/> Other: _____

6. Confined Space Team (print names):	7. Authorization for Entry
Competent Person: _____	I certify below that all precautions have been taken as required in the Confined Space Entry Program for safe entry and work in this Confined Space. Any change in conditions requires reevaluation. Competent Person is to check one below, sign and date. <input type="checkbox"/> All physical hazards listed have been eliminated or isolated and there are no potential or measured atmospheric hazards. The confined space is a 'non-permit required' confined space. <input type="checkbox"/> Potential physical hazards exist and have been accounted for and potential atmospheric hazards may not be completely eliminated. Continuous mechanical ventilation and air monitoring are required and immediate exit from this 'permit space' is required otherwise. <input type="checkbox"/> 'Permit required' confined space. All permit required confined space requirements must be met including assignment of Competent Person, Authorized Entrant(s) and Authorized Attendant(s). Atmospheric monitoring and mechanical ventilation are required as per Program.
Authorized Entrants: 1. _____ 2. _____ 3. _____	
Authorized Attendant(s): _____	
Entry Supervisor: _____	

8. Rescue and Emergency Contacts:	10. Cancellation of Entry
_____	This permit is cancelled for entry into this confined space.

Communication Method: _____	Competent Person (signature) _____ Date _____
9. Additional Information and Notes:	

Post this Permit if the entry is Permit-Required.	Entry Supervisor (signature) _____ Time _____ Date _____
Maintain Permit on-site if Non Permit-Required Entry.	

DO NOT DISCARD. RETAIN THIS DOCUMENT FOR ONE YEAR.

Statement of Bidder's Qualifications – Contractor Safety Record Info

IV.B-5 –Hot Work Info

Tank Pro Inc. Hot Work Permit

This Hot Work Permit is required for any temporary operation involving open flames or producing heat and/or sparks. This includes, but is not limited to, torch cutting, grinding, and welding.

Instructions

1. Supervisor:

- A. Verify precautions listed at right (or do not proceed with the work).
- B. Complete and retain this permit.

Requirements

- Extinguishers and/or hoses are available and in service.
- Hot Work equipment is in good repair.

Hot Work being performed by:

- Employee
- Contractor: _____

Requirements within 35 ft. of work

- Flammable liquids, dust, lint and oily deposits removed.
- Explosive atmosphere in area eliminated.
- Floors/areas swept clean.

Work on walls or ceilings/enclosed equipment

- Construction is noncombustible and without combustible covering or insulation.
- Combustibles on other side of walls moved away.
- Danger exists by conduction of heat into another area.
- Enclosed equipment cleaned of all combustibles.
- Containers purged of flammable liquids and vapors.
- Pressurized vessels, piping and equipment removed from service, isolated and vented.

Fire watch/hot work area monitoring

- Fire watch will be provided during and for 30 minutes after work, including any coffee or lunch breaks.
- Fire watch is supplied with suitable extinguishers.
- Fire watch is trained in use of this equipment and in sounding alarm.
- Fire watch is required for adjoining areas.
- Monitor Hot Work area for 30 minutes after job is completed.

Other precautions taken

- Confined space entry permit required.
- Area protected with smoke or heat detection.
- Ample ventilation to remove smoke/vapor from work area.
- Lockout/tagout required.
- Additional requirements: _____

Date:	Job No.	
Location:		
Nature of Hot Work:		
Person conducting Hot Work:		
I verify the above location has been examined, the precautions checked on the Requirements section have been taken to prevent fire, and permission is authorized for this work.		
Supervisor (Signature):		
Supervisor (Print Name):		
Permit Expires:	Date:	Time:

Hot Work Permits are good for one day only.

Retain this Hot Work Permit in the Project File.

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide services are listed within this scope of work:

TECHNICAL SPECIFICATIONS

INDEX

Section	Title
Division 01 - General Requirements	
01 11 00	Summary of Work
01 14 16	Occupancy
01 22 00	Measurement and Payment
01 25 00	Substitutions and Options
01 31 19	Project Meetings
01 32 16	Construction Schedules
01 32 33	Construction Videos and Photographs
01 33 23	Shop Drawings, Product Data and Samples
01 35 00	Unique Requirements
01 41 00	Regulatory Requirements
01 42 00	Codes and Standards
01 45 29	Testing Laboratory Services
01 50 10	Temporary Facilities
01 56 33	Job Site Security
01 65 00	Transportation and Handling
01 66 00	Storage and Protection
01 74 00	Cleaning and Waste Management
01 78 36	Warranties and Bonds
01 78 39	Record Documents
Division 09 - Finishes	
09 96 29	Painting (Water Storage Tanks)
Division 13 - Special Construction	
13 47 13	Cathodic Protection
Division 33 – Utilities	
33 13 13	Disinfection of Potable Water Facilities Section

SECTION 4

SUMMARY OF WORK

PART 1 – GENERAL

1.01 DESCRIPTION

- A. The work to be performed under this Contract shall consist of furnishing all labor, materials, tools, equipment and incidentals and performing all work required to conduct a full blast and recoat, overcoat, or cleaning and inspection as required of the Alpharetta Tanks as outlined below:
1. Alpharetta 1.0 MG Ground Storage Tank
 - a. Exterior Roof: Abrasive Blast and Recoat
 - b. Exterior Side Wall: Abrasive Blast and Recoat
 - c. Interior Wet: Abrasive Blast and Recoat
 - d. Interior Dry: Abrasive Blast and Recoat
 - e. Provide Cathodic Protection
 - f. Add Anchorage for Personal Fall Arrest System at all Ladders
 - g. Install Roof Vent Protective Mesh
 - h. Add Confined Space label.
 - i. Replace Manual Water Level Indicator.
 2. Alpharetta 0.5 MG Ground Storage Tank
 - a. Exterior Roof: Abrasive Blast and Recoat
 - b. Exterior Side Wall: Abrasive Blast and Recoat
 - c. Interior Wet: Abrasive Blast and Recoat
 - d. Interior Dry: Abrasive Blast and Recoat
 - e. Provide Cathodic Protection
 - f. Add Anchorage for Personal Fall Arrest System at all Ladders
 - g. Add Confined Space label.
- 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.

1.02 PROJECT LOCATION

The addresses for the tank sites are:

Alpharetta Tank Site
3450 Preston Ridge Road
Alpharetta, GA 30005

1.03 QUANTITIES

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

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 14 16

OCCUPANCY

PART 1 – GENERAL

1.01 PARTIAL OCCUPANCY BY OWNER

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

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 22 00

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 SCOPE

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

1.02 DESCRIPTIONS

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

F. "Provide" shall mean furnish and install.

1.03 CASH ALLOWANCES

A. General

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

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

C. Documentation

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

D. Schedule of Cash Allowances

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

performed by specialty contractors to complete additional work as directed by Owner.

4. Owner directed allowances shall be pre-approved in writing by the assigned Fulton County Construction Manager. As many as 3 quotes may be requested by the County on any one of these items. Work performed under Owner directed allowances and not performed by the Prime Contractor or the Prime Contractor's immediate subcontractor can have a 10% markup for administrative costs when billed under this item. Any Work performed under and cost related to The Owner Allowances Section must be pre-approved in writing by the assigned Fulton County Construction Manager. No payment shall be made for work done without preauthorization and approval.

1.04 ALPHARETTA TANKS

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

1.05 ADDITIONAL WORK IF ORDERED BY CONSTRUCTION MANAGER

A. Pit Filling

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

B. Welding

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

C. Wall/Floor Caulking

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

1.06 LUMP SUM BID ITEMS:

1. THE MAJORITY OF THIS PROJECT SHALL BE BID AS A "LUMP SUM", unless specified as a separate bid item or as Owner Directed Allowance. Lump sum bid items shall include furnishing all labor, equipment, and materials necessary for construction of the work as described in the specifications and shown on the Drawings or Specifications as indicated in the Bid Proposal. Alterations to the Construction Contract will be based on negotiated additions or deletions to the Base Contract, and the Bidder shall receive no additional compensation for items covered under this scope. The Contractor shall be paid for actual work performed.
2. The Contractor shall submit to Fulton County for approval a Schedule of Values and a Schedule of Work that breaks down itemized costs associated with the work. The Schedule of Values will be used for completed work verification and payment purposes on the monthly Payment Applications.
3. The Owner shall withhold as retainage 10% of the Payments requested up to 50% of the project's completion. After 50% the Owner may withhold 5% until final completion of the project and all Punch list items are resolved. However, if Contractor performance is not to Owners satisfaction, the 10% retainage may remain until final completion.
4. Owner reserves the right to reject the Contractor's measure of work-in-place which involves the use of established lump sum prices, and at Owner's expense to have the work measured by independent surveyor acceptable to the Contractor.
5. For work items included in the technical specifications and not listed herein, such work shall be considered part of or incidental to its related work.
6. When actual field conditions differ from assumed design conditions and result in a reduction in materials, equipment, and appurtenances to be installed, a negative adjustment will be made to the Contract. If items are provided on the bid form these items will be used for adjustment.
7. The Contractor shall furnish all labor, materials, machinery, equipment, tools, apparatus, services, and other necessary supplies to perform all work shown on the Drawings and/or described in the Specifications and Summary of Work at the price listed in the Bid Form. The Work shall be complete-in-place and ready for operation.
8. Any cost associated with initial testing and startup of new equipment shall be the responsibility of the Contractor.
9. The Contractor shall become familiar with the terms and conditions of the Bidding Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and has fully inspected the site in all particulars informing himself fully regarding all conditions pertaining to the Work site.

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 25 00

SUBSTITUTIONS AND OPTIONS

PART 1 – GENERAL

1.01 SCOPE

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

1.02 DEFINITIONS

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

1.03 GENERAL

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

in the list of approved manufacturers in the Specifications. Any Bidder intending to furnish products of other than the first listed manufacturer, or furnish substitute items, shall

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

1.04 APPROVALS

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

1.05 SUBSTITUTIONS AND OPTIONS

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

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

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 – GENERAL

1.01 SCOPE

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

1.02 PRECONSTRUCTION CONFERENCE

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

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

1.03 PROJECT COORDINATION MEETINGS

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

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

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 32 16

CONSTRUCTION SCHEDULES

PART 1 – GENERAL

1.01 SCOPE

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

1.02 SUBMITTALS

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

1.03 APPROVAL

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

1.04 OVERALL PROJECT SCHEDULE (OPS)

- A. Contractor shall submit to Owner for approval a detailed Overall Project Schedule of Contractor's proposed operations for the duration of the Project. The

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

B. Gantt/Bar Chart Schedule

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

1.05 NEAR TERM SCHEDULE (NTS)

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

1.06 UPDATING

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

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

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 32 33

CONSTRUCTION VIDEOS AND PHOTOGRAPHS

PART 1 – GENERAL

1.01 SCOPE

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

1.02 PRE AND POST CONSTRUCTION PHOTOGRAPHS

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

1.03 PROGRESS PHOTOGRAPHS AND SUBMITTALS

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

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 33 23

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 – GENERAL

1.01 SCOPE

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

ii. Detail Sheet, Scale: 1/4 inch = 1 foot.

2. Product Data

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

3. Samples

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

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

1.02 SPECIFIC CATEGORY REQUIREMENTS

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

1.03 ROUTING OF SUBMITTALS

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

PART 2 – PRODUCTS

2.01 SHOP DRAWINGS

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

2.02 MANUFACTURER'S LITERATURE

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

2.03 SAMPLES

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

2.04 COLORS

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

PART 3 – EXECUTION

3.01 CONTRACTOR'S COORDINATION OF SUBMITTALS

- A. Prior to submittal for Construction Manager's review, Contractor shall use all means necessary to fully coordinate all materials, including the following procedures:
 - 1. Determine and verify all field dimensions and conditions, catalog numbers and similar data.
 - 2. Coordinate as required with all trades and all public agencies involved.
 - 3. Submit a written statement of review and compliance with the requirements of all applicable technical Specifications as well as the requirements of this Section.
 - 4. Clearly indicate in a letter or memorandum on the manufacturer's or fabricator's letterhead, all deviations from the Contract Documents.

- B. Each and every copy of the shop drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to Construction Manager without Contractor's stamp will be returned to Contractor for conformance with this requirement.

- C. Owner may back charge Contractor for costs associated with having to review a particular shop drawing, product data or sample more than two times to receive a "No Exceptions Taken" mark.

- D. **GROUPING OF SUBMITTALS**
 - 1. Unless otherwise specifically permitted by Construction Manager, make all submittals in groups containing all associated items.
 - 2. No review will be given to partial submittals of shop drawings for items which interconnect and/or are interdependent. It is Contractor's responsibility to assemble the shop drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to Construction Manager along with Contractor's comments as to compliance, non-compliance or features requiring special attention.

- E. **SCHEDULE OF SUBMITTALS**
 - 1. Within 30 days of Contract award and prior to any shop drawing submittal, Contractor shall submit a schedule showing the estimated date of submittal and the desired approval date for each shop drawing anticipated.
 - 2. A reasonable period shall be scheduled for review and comments. Time lost due to unacceptable submittals shall be Contractor's responsibility and sometime allowance for resubmittal shall be provided. The schedule shall provide for submittal of items which relate to one another to be submitted concurrently.

3.02 TIMING OF SUBMITTALS

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

3.03 REVIEWED SHOP DRAWINGS

A. CONSTRUCTION MANAGER REVIEW

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

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

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

3.04 RESUBMISSION REQUIREMENTS

A. SHOP DRAWINGS

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

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

END OF SECTION

SECTION 01 35 00

UNIQUE REQUIREMENTS

PART 1 – GENERAL

1.01 SCOPE

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

1.02 MILESTONE DATES

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

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

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

satisfaction of Construction Manager in accordance with the requirements of the Specifications.

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

1.03 SUBMITTALS

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

1.04 EXISTING FACILITY OPERATIONS

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

Owner as to the date, time and length of time that portion of the facilities are out of service.

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

1.05 SEQUENCING

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

1.06 SEQUENCING CONSTRAINTS

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

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

1.07 ADMINISTRATION PERIOD

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

4. Install Contractor's temporary field offices complete with all required utilities, internet, network, supplies and furnishings required.
 5. Complete and submit all preconstruction photos, videos, and initial aerial photographs.
- C. The duration of the Administration Period is 30 consecutive calendar days, after which time the Construction Period shall automatically begin. Construction Period may begin prior to the 30 days, provided all requirements of the Administration Period have been completed, submitted and approved by Construction Manager.

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 41 00

REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.01 SCOPE

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

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 42 00

CODES AND STANDARDS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement for Bids.
- B. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where Contractor's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended.
- C. The inclusion of an organization under one category does not preclude that organization' standards from applying to another category.
- D. In addition, all work shall comply with the applicable requirements of local codes, utilities and other authorities having jurisdiction.
- E. All material and equipment, for which a UL Standard, an AGA or NSF approval or an ASME requirement is established, shall be so approved and labeled or stamped. The label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.
- F. The standards which apply to this Project are not necessarily restricted to those organizations which are listed in Article 1.02.

1.02 STANDARD ORGANIZATIONS

A. PIPING AND VALVES

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

Uni Bell PVC Pipe Association

B. MATERIALS

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

C. PAINTING AND SURFACE PREPARATION

NACE National Association of Corrosion Engineers
SSPC Steel Structures Painting Council

D. ELECTRICAL AND INSTRUMENTATION

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

E. ALUMINUM

AA Aluminum Association
AAMA American Architectural Manufacturers Association

F. STEEL AND CONCRETE

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

G. WELDING

ASME American Society of Mechanical Engineers
AWS American Welding Society

H. GOVERNMENT AND TECHNICAL ORGANIZATIONS

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

I. GENERAL BUILDING CONSTRUCTION

AHA American Hardboard Association
AHAM Association of Home Appliance Manufacturers
AITC American Institute of Timber Construction
APA American Parquet Association, Inc.
APA American Plywood Association
BHMA Builders Hardware Manufacturers Association
BIFMA Business and Institutional Furniture Manufacturers Association
DHI Door and Hardware Institute
FM Factory Mutual Fire Insurance Company
HPMA Hardwood Plywood Manufacturers Association
HTI Hand Tools Institute
IME Institute of Makers of Explosives

ISANTA	International Staple, Nail and Tool Association
ISDSI	Insulated Steel Door Systems Institute
IWS	Insect Screening Weavers Association
MBMA	Metal Building Manufacturers Association
NAAMM	National Association of Architectural Metal Manufacturers
NAGDM	National Association of Garage Door Manufacturers
NCCLS	National Committee for Clinical Laboratory Standards
NFPA	National Fire Protection Association
NFSA	National Fertilizer Solutions Association
NKCA	National Kitchen Cabinet Association
NWMA	National Woodwork Manufacturers Association
NWWDA	National Wood Window and Door Association
RMA	Rubber Manufacturers Association
SBC	SBC Standard Building Code
SDI	Steel Door Institute
SIA	Scaffold Industry Association
SMA	Screen Manufacturers Association
SPRI	Single Ply Roofing Institute
TCA	Tile Council of America
UBC	Uniform Building Code

J. ROADWAYS

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

K. PLUMBING

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

L. REFRIGERATION, HEATING, AND AIR CONDITIONING

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

SMC	SBCC Standard Mechanical Code
TEMA	Tubular Exchangers Manufacturers Association

M. EQUIPMENT

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

1.03 SYMBOLS

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

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 45 29

TESTING LABORATORY SERVICES

PART 1 – GENERAL

1.01 SCOPE

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

1.02 PAYMENT FOR TESTING SERVICES

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

1.03 LABORATORY DUTIES

- A. Cooperate with Owner, Construction Manager and Contractor.
- B. Provide qualified personnel promptly on notice.
- C. Perform specified inspections, sampling and testing of materials.

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

1.04 CONTRACTOR RESPONSIBILITIES

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

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

1.05 QUALITY ASSURANCE

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

1.06 PRODUCT HANDLING

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

1.07 FURNISHING MATERIALS

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

1.08 CODE COMPLIANCE TESTING

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

1.09 CONTRACTOR'S CONVENIENCE TESTING

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

1.10 SCHEDULES FOR TESTING

A. ESTABLISHING SCHEDULE

- 1. Contractor shall, by advance discussion with the testing laboratory selected by Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings, and make all

arrangements for the testing laboratory to be on site to provide the required testing.

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

1.11 TAKING SPECIMENS

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

1.12 TRANSPORTING SAMPLES

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

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 50 10

TEMPORARY FACILITIES

PART 1 – GENERAL

1.01 SCOPE

- A. Contractor shall provide temporary facilities required for this Work include, but are not necessarily limited to:
 - 1. Temporary utilities such as water and electricity.
 - 2. First aid facilities.
 - 3. Sanitary facilities.
 - 4. Potable water.
 - 5. Temporary enclosures and construction facilities.

1.02 GENERAL

- A. Contractor shall provide first aid facilities, sanitary facilities and potable water. These shall be available on the Project site on the first day that any activities are conducted on site. The other facilities shall be provided as the schedule of the Project warrants.
- B. Maintenance: Contractor shall use all means necessary to maintain temporary facilities in proper and safe condition throughout progress of the Work. In the event of loss or damage, immediately make all repairs and replacements necessary, at no additional cost to Owner.
- C. Removal: Contractor shall remove all such temporary facilities and controls as rapidly as progress of the Work will permit.

1.03 TEMPORARY UTILITIES

A. GENERAL

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

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

1.04 FIRST AID FACILITIES

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

1.05 SANITARY FACILITIES

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

1.06 POTABLE WATER

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

1.07 ENCLOSURES AND CONSTRUCTION FACILITIES

- A. Contractor shall furnish, install and maintain for the duration of construction, all required storage, scaffolds, tarpaulins, canopies, steps, bridges, platforms and other temporary construction necessary for proper completion of the Work in compliance with all pertinent safety and other regulations.

1.08 PARKING FACILITIES

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

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 56 33

JOB SITE SECURITY

PART 1 – GENERAL

1.01 BARRICADES, LIGHTS AND SIGNALS

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

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 65 00

TRANSPORTATION AND HANDLING

PART 1 – GENERAL

1.01 SCOPE

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

1.02 TRANSPORTATION

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

1.03 HANDLING

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

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

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 66 00

STORAGE AND PROTECTION

PART 1 – GENERAL

1.01 SCOPE

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

1.02 STORAGE AND PROTECTION

- A. Storage
 - 1. Maintain ample way for foot traffic at all times, except as otherwise approved by Construction Manager.
 - 2. All property damaged by reason of storing of material shall be properly replaced at no additional cost to Owner.
 - 3. Packaged materials shall be delivered in original unopened containers and so stored until ready for use.
 - 4. All materials shall meet the requirements of these Specifications at the time that they are used in the Work.
 - 5. Store products in accordance with manufacturer's instructions.
- B. Protection
 - 1. Use all means necessary to protect the materials, equipment and products of every section before, during and after installation and to protect the installed work and materials of all other trades.
 - 2. All materials shall be delivered, stored and handled to prevent the inclusion of foreign materials and damage by water, breakage, vandalism or other causes.
 - 3. Substantially constructed weathertight storage sheds, with raised floors, shall be provided and maintained as may be required to adequately protect those materials and products stored on the site which may require protection from damage by the elements.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary for the approval of Construction Manager and at no additional cost to Owner.
- D. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or

bending between supports. Items such as pipe, structural steel and sheet construction products shall be stored with one end elevated to facilitate drainage.

- E. Unless otherwise permitted in writing by Construction Manager, building products and materials such as cement, grout, plaster, gypsum board, particleboard, resilient flooring, acoustical tile, paneling, finish lumber, insulation, wiring, etc., shall be stored indoors in a dry location.
- F. Building products such as rough lumber, plywood, concrete block and structural tile may be stored outdoors under a properly secured waterproof covering.
- G. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

1.03 EXTENDED STORAGE

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

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 74 00

CLEANING AND WASTE MANAGEMENT

PART 1 – GENERAL

1.01 SCOPE

- A. This Section covers the general cleaning which Contractor shall be required to perform both during construction and before final acceptance of the Project unless otherwise shown on the Drawings or specified elsewhere in these Specifications.

1.02 QUALITY ASSURANCE

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

1.03 HAZARDOUS MATERIALS AND WASTES

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

1.04 DISPOSAL OF SURPLUS MATERIALS

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

PART 2 PRODUCTS

2.01 CLEANING MATERIALS AND EQUIPMENT

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

2.02 COMPATIBILITY

- A. Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by Construction Manager.

PART 3 EXECUTION

3.01 PROGRESS CLEANING

A. General

1. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this Work.
2. At least weekly and more often if necessary, completely remove all scrap, debris and waste materials from the job site.
3. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.

B. Site

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

C. Structures

1. Weekly, and more often if necessary, inspect the structures and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
2. Weekly, and more often if necessary, sweep all interior spaces clean. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by using a hand-held broom.
3. As required preparatory to installation of successive materials, clean the structures or pertinent portions as recommended by the manufacturer of the successive material.
4. Following the installation of finish floor materials, clean the finish floor daily. "Clean", for the purpose of this Paragraph, shall be interpreted as meaning free from all foreign material which, in the opinion of Construction Manager, may be injurious to the finish floor material.

5. Schedule cleaning operation so that dust and other contaminants resulting from cleaning operations will not fall on wet, recently painted surfaces.

3.02 FINAL CLEANING

- A. Definitions: Unless otherwise specifically specified, "clean" for the purpose of this Article shall be interpreted as the level of cleanliness generally provided by commercial building maintenance subcontractors using commercial quality building maintenance equipment and materials.
- B. General: Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris and wastes. Conduct final progress cleaning as described in 3.01 above.
- C. Site: Unless otherwise specifically directed by Construction Manager, hose down all paved areas on the site and all public sidewalks directly adjacent to the site and rake clean other surfaces of the grounds. Completely remove all resultant debris.
- D. Structures
 1. Remove all traces of soil, waste material, splashed material, and other foreign matter to provide a uniform degree of exterior cleanliness.
 2. Visually inspect all exterior surfaces and remove all traces of soil, waste material, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces.
 3. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure. In the event of stubborn stains not removable with water, Construction Manager may require light sandblasting or other cleaning at no additional cost to Owner.
 4. Visually inspect all interior surfaces and remove all traces of soil, waste material, smudges and other foreign matter. Remove all paint droppings, spots, stains and dirt from finished surfaces.
 5. Clean all glass inside and outside.
 6. Polish all surfaces requiring the routine application of buffed polish. Provide and apply polish as recommended by the manufacturer of the material being polished.
- E. Post Construction Cleanup: All evidence of temporary construction facilities, haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials or any other evidence of construction, as directed by Construction Manager.
- F. Restoration of Landscape Damage: Any landscape feature damaged by Contractor shall be restored as nearly as possible to its original condition at Contractor's expense. Construction Manager will decide what method of restoration shall be used.

- G. Timing: Schedule final cleaning as approved by Construction Manager to enable Owner to accept the Project.

3.03 CLEANING DURING OWNER'S OCCUPANCY

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

3.04 DISPOSAL OF WASTE

- A. The definitions contained in Georgia Environmental Protection Division Rules 391-3-4-.01 shall be applicable to this Project. The term waste shall include excess and surplus materials and shall include liquid and solid wastes.
- B. Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
- C. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
- D. Remove and transport wastes in a manner that will prevent spillage on adjacent surfaces and areas.
- E. Burning: Do not burn waste materials on site.
- F. Wastes removed from the Project site shall be disposed of in sites permitted by the Georgia Environmental Protection Division for the acceptance of types of waste being disposed. The acceptable types of permitted disposal facilities are as follows:
 - 1. Inert Waste Landfills
 - 2. Municipal Solid Waste Landfills
 - 3. Municipal Solid Waste Landfills permitted to receive only construction and demolition wastes.
- G. Exceptions to Paragraph F are as follows:
 - 1. Hazardous waste shall be disposed of in accordance with Georgia Environmental Protection Division Rules 391-3-11.
 - 2. Asbestos-containing waste shall also be handled and disposed of in accordance with Georgia Environmental Protection Division Rules 391-3-14.
- H. No waste shall be placed at a transfer station facility.
- I. Contractor shall maintain records related to all wastes removed from the Project site so as to allow Owner or Construction Manager to readily determine the following:

1. Date waste removed from Project site.
2. Name of hauler (company and driver) transporting such waste.
3. General description of waste transported.
4. "Truck tickets" indicating the waste disposal site and amount of waste disposed therein.

END OF SECTION

SECTION 01 78 36

WARRANTIES AND BONDS

PART 1 – GENERAL

1.01 PROJECT MAINTENANCE AND WARRANTY

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

same size and type shall be disassembled, inspected, modified or replaced as necessary and rewarranted for one year.

- E. Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required, make such repairs and removals and perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the Work performed by Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- F. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from Contractor's operations, shall be promptly repaired by Contractor at no cost to Owner.
- G. Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one year from the date of final acceptance. In the event the repairs and maintenance are not made immediately and it becomes necessary for the owner of the road to make such repairs, Contractor shall reimburse the owner of the road for the cost of such repairs.
- H. In the event Contractor fails to proceed to remedy the defects upon notification within 15 days of the date of such notice, Owner reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and/or Specifications, and to hold Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.
- I. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to Contractor at Contractor's home office.
- J. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of Contractor's liability within the law of the place of construction.

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 78 39

RECORD DOCUMENTS

PART 1 – GENERAL

1.01 SCOPE

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

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

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

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

1.03 QUALITY ASSURANCE

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

1.04 RECORDING

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

1.05 SPECIFICATIONS

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

1.06 SUBMITTAL

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

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 09 96 29

PAINTING (STEEL TANKS)

PART 1 – GENERAL

1.01 SCOPE

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

1.02 SUBSTITUTIONS

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

1.03 SUBMITTALS

- A. Contractor shall submit to Construction Manager, for review, the following information concerning the materials Contractor proposes to use in the work covered by this section:
 - 1. A list of all components (paints or other materials) to be used in each painting system required herein.
 - 2. A complete descriptive specification, including manufacturer's data sheet, of each component.
 - 3. Prior to completing the purchase and delivery of the coating material selected by Contractor, Contractor shall obtain a letter from the material supplier stating that the selected material is suitable and compatible for application and use as directed under these Specifications, and that if properly applied will provide metal protection and a pleasing appearance for five years or longer.
 - 4. A color chart for each product to be applied.

1.04 PROJECT MEETING

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

1.05 QUALITY ASSURANCE

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

1.06 MANUFACTURER'S REPRESENTATIVE DURING PAINTING OPERATIONS

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

1.07 TESTING EQUIPMENT

- A. Contractor shall furnish and make available to Construction Manager the following items of testing equipment for use in determining if the requirements of this Section are being satisfied.
- B. The specified items of equipment shall be available for Construction Manager's use at all times when field painting or surface preparation is in progress:
 - 1. Wet film gauge.
 - 2. Surface thermometer.
 - 3. "Surface Profile Comparator" as published by SSPC (with magnifier and three discs).
 - 4. "Visual Standard for Abrasive Blast Cleaned Steel", as published by SSPC (SSPC-VIS 1-89).
 - 5. "Visual Standard for Power- and Hand-Tool Cleaned Steel", as published by SSPC (SSPC-VIS 3).
 - 6. Holiday (pin hole) detector (low voltage).
 - 7. Sling-psychrometer or other on-site device used to calculate relative humidity and ambient air temperature.
 - 8. Magnetic dry film gauge, meeting the requirements of SSPC-PA2, Type I or Type II, including calibration.
 - 9. "Guide and Reference Photographs for Steel Surfaces Prepared by Waterjetting" as published by SSPC (SSPC-VIS 4).

1.08 PRODUCT HANDLING

- A. Delivery
 - 1. Deliver materials in original, sealed containers of the manufacturer with labels legible and intact.
 - 2. Each container shall be clearly marked or labeled to show paint identification, date of manufacture, batch number, analysis or contents, and special instructions.
- B. Storage
 - 1. Store only acceptable Project materials on the Project site.
 - 2. Store materials in a suitable location and in such a manner as to comply with all safety requirements including any applicable federal, state and local rules and requirements.
 - 3. Storage shall also be in accordance with the instructions of the paint manufacturer and the requirements of the insurance underwriters.
 - 4. Restrict storage area to paint materials and related equipment.

-
5. Place any material, which may constitute a fire hazard, in closed metal containers and remove daily from the Project site.
- C. Material Safety Data Sheets (MSDS): A copy of every component's MSDS shall be available at all times on the Project site.

1.09 MATERIAL SCHEDULES

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

PART 2 – PRODUCTS

2.01 ABRASIVE MATERIAL

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

2.02 COATING MATERIALS

- A. Acceptable Manufacturers: The only acceptable manufacturers and products shall be those listed in the Material Schedules at the end of this Section.
- B. All applicable data currently published by the paint manufacturer relating to surface preparation, coverages, film thickness, application technique, drying and over-coating times is included by reference as a part of this Section. It is the responsibility of Contractor to obtain and fully understand the appropriate data sheets for the coatings specified.
- C. Products
 1. Paints shall be factory mixed and delivered to the site in unbroken original packages bearing the manufacturer's name and brand designation and shall be applied in strict accordance with the manufacturer's printed specifications.

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

2.03 MIXING AND TINTING

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

2.04 CAULK AND WEATHERPROOFING

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

PART 3 – EXECUTION

3.01 GENERAL

- A. Protect other surfaces from paint and damage. Furnish sufficient shields and protective equipment to prevent spray or droppings from fouling surfaces not being painted. Provide drapes as necessary to accomplish such. Repair damage as a result of inadequate or unsuitable protection.

- B. Contractor's on-site representative shall keep a record of work performed each day and shall submit it to Construction Manager weekly. The forms for this record will be furnished by Construction Manager.
- C. No coat of paint shall be applied until the surface has been inspected and accepted by Construction Manager. Contractor shall give at least 24 hours' notice to Construction Manager when cleaning is to be performed to prevent inspection delays. Contractor shall provide the necessary access for inspection by Construction Manager.
- D. Caulking:
 - 1. After completion of the cleaning, seal all backing strips, rafters, lap joints above the high water level. Apply backer rod where necessary.
 - 2. The caulking material must be approved for use in potable water and compatible with the interior coating material.
 - 3. Application of the caulking material shall be in strict accordance with the manufacturer's recommendations.
- E. Cathodic Protection
 - 1. All tanks will require the installation of an operating cathodic protection system.
 - 2. Contractor shall coordinate painting processes and cathodic protection system installation to ensure a smooth and without delays completion of the Work.
 - 3. Perform all structural modifications to the tanks required for installation prior to cleaning and surface preparations.
 - 4. After completion of the interior coating process the cathodic protection system Constructor shall install the system, start and test after the tank is refilled.
 - 5. Provide a cathodic protection test report to Construction Manager for approval.
- F. Overview of different categories of surface preparation and finish operations:
 - 1. Tank Exterior Blast and Recoat
 - a. Abrasive blast clean surface (to SSPC-SP10 finish and surface profile as specified)
 - b. Apply prime coat
 - c. Apply full intermediate coat
 - d. Apply final coat
 - 2. Tank Exterior Overcoat
 - a. Spot blast corroded areas (to SSPC-SP10 finish)
 - b. Spot prime newly blasted areas

- c. Pressure-wash clean tank
- d. Apply full intermediate coat
- e. Apply final coat
- 3. Tank Interior Blast and Recoat
 - a. Abrasive blast clean surface (to SSPC-SP10 finish and surface profile as specified)
 - b. As directed, spot fill all pits deeper than 1/16 inch or less than ½ the steel thickness. Larger and/or deeper areas shall be replaced with like tank material.
 - c. Apply prime coat
 - d. Apply stripe coat
 - e. Apply intermediate coat
 - f. Apply final coat
- 4. Tank Interior Clean and Inspect
 - a. Pressure wash surfaces and remove debris from the tank. Loose material to be removed to the satisfaction of Construction Manager.

3.02 ENVIRONMENTAL CONDITIONS

- A. Environmental conditions which affect coating application include, but are not necessarily limited to, ambient air temperature, surface temperature, humidity, dew point and environmental cleanliness. Comply with the manufacturer's recommendations regarding environmental conditions under which coatings may be applied.
- B. Surface preparation and cleaning of the exterior surfaces must be performed during periods of still air or only a slight breeze such that fallout of the dust produced does not drift onto adjacent properties.
- C. Owner reserves the right to temporarily stop Contractor from exterior blasting or painting when, by observation, it is apparent that the wind direction or velocity prevents compliance with the above requirement.
- D. Any clean-up of fall-out on adjacent properties shall be the responsibility of Contractor.
- E. All blast residue from the tank shall be properly disposed of off-site by Contractor, per Section 01 74 00 of these Specifications.
- F. No paint shall be applied upon damp or frosty surfaces or in wet or foggy weather.
- G. No paint shall be applied in temperatures below 40 degrees F, when freezing (32 degrees F) is predicted within 24 hours of application or under temperature or humidity conditions not recommended by the manufacturer.

H. In no cases shall coatings be applied when the surface temperature is within 5 degrees F of dew point.

I. In no cases shall coating be applied over a damp surface.

3.03 SAFETY

A. General

1. Contractor is responsible for the safety of all workers, subcontractors and suppliers performing work on this Project.
2. Contractor shall protect Owner, their agents and the General Public from harm attributable to Contractor's performance, or non-performance, of the work on this Project. The protection shall include, but not be limited to, providing the necessary safety equipment and instructions for its use by Owner and their agents.
3. Contractor shall protect the existing structures and environment from damage attributable to Contractor's performance, or non-performance, of the work on this Project.
4. Contractor shall comply with the applicable standards of 29 CFR Part 1910 and 29 CFR Part 1926.
5. The listing of the following potential hazards shall in no way relieve Contractor's responsibility for safety on this Project.

B. The interior of these tanks may be considered a confined space hazard. Contractor shall confirm to Owner, in writing, prior to the start of the Project that the Contractor has training programs, trained personnel and is otherwise in compliance with CFR 1910.146.

3.04 CONTAINMENT, COLLECTION AND DISPOSAL

A. Collection and containment of surface preparation debris shall be conducted in accordance with the "Guide for Containing Debris Generated During Paint Removal Operations" (SSPC - Guide 6). Minimum containment system shall be Class 1W for Pressure Washing and 1A for Abrasive Blasting.

B. The means and methods of containment and collection shall be at the discretion of Contractor subject to the following provisions:

1. Contractor shall provide a tarp, barrier or some other means of containment to prevent the blast debris from coming into contact with the ground.
2. Contractor shall not allow any surface preparation debris to fall, blow or drift onto adjacent properties.
3. Contractor shall perform a soil analysis prior to any work being performed on each site and after all work has been performed on each site. Such analysis shall be in accordance with Method E for Method for Assessing the Quantity of Emissions, as described in SSPC - Guide 6.

3.05 SURFACE PREPARATION

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

- G. The work shall be done from scaffolding or platforms of Contractor's selection, but in no event shall blasting be done from an untethered boson chair that allows the operator to be pushed away from the work surface by the reaction force of the nozzle. This requirement applies to all horizontal and diagonal rods in the tank structure as well as heavier sections and plate surfaces.
- H. Inspection
 - 1. Cleaned surfaces shall be inspected by Construction Manager prior to primer application.
 - 2. Abrasive blast cleaned surfaces shall be inspected for degree of cleanliness and surface profile utilizing the SSPC Visual Standards (VIS 1-89) and the SSPC Surface Profile Comparator. These plates shall be securely wrapped in clear plastic and sealed to protect them from deterioration and marring.

3.06 APPLICATION

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

- a. After completion of the surface preparation and cleaning, all surfaces shall receive a complete prime coat.
 - b. All areas cleaned within one day shall be primed the same day.
 - c. Immediately before priming, the metal shall be cleaned of dust and foreign materials.
 - d. Air used to blow-off dust shall be dry and free of oil.
 - e. Air shall be cleared after blasting operations have stopped and before priming begins.
 - f. Construction Manager will make determination on when priming can begin.
 - g. The prime coat shall be applied by brush, roller or airless spray.
2. Spot Repair Coats (for spot repairs when blast and recoating is not performed)
- a. After completion of the surface preparation and cleaning all bare surfaces including welds, edges and abraded areas shall receive a repair coat.
 - b. All areas cleaned within one day shall be coated the same day.
 - c. Immediately before coating, the metal shall be cleaned of dust and foreign materials.
 - d. Air used to blow-off dust shall be dry and free of oil.
 - e. The coat shall be applied by brush or roller.
3. Interior Stripe Coat:
- a. After completion of the prime coat, all interior weld seams, including attachment welds, shall receive an intermediate stripe coat applied by brush.
 - b. The purpose of this coat is to assure that no "shaded" areas around the welds exist and to provide more protection for the rough weld areas.
 - c. Coating shall cover the weld and adjacent metal a minimum of 2-inches each side of the weld.
4. Intermediate Coat: After completion of the stripe coat, all surfaces shall receive an intermediate coat. The intermediate coat shall be applied by brush, roller or airless spray.
5. Finish Coats: After completion of the intermediate coats, all surfaces shall receive a finish coat. The finish coats shall be applied by brush, roller or airless spray.
6. Ventilation:
- a. Contractor shall provide adequate forced ventilation sufficient to change the air within the tanks at the minimum rate of 3,000 cfm.

- b. The blower or blowers shall be placed so as to introduce air at the top and withdraw from the bottom.
 - c. The ventilation system shall operate continuously.
- C. Exterior
 - 1. Spot Prime Coats (for overcoating)
 - a. After completion of the surface preparation and cleaning of the corroded areas, all such areas shall receive a spot prime coat.
 - b. All areas cleaned within one day shall be primed the same day.
 - c. Immediately before priming, the metal shall be cleaned of dust and foreign materials.
 - d. Air used to blow-off dust shall be dry and free of oil.
 - e. The spot prime coat shall be applied by brush, roller or airless spray.
 - 2. Field Prime Coats (for field blasted tanks)
 - a. After completion of the surface preparation and cleaning, all surfaces shall receive a complete prime coat.
 - b. All areas cleaned within one day shall be primed the same day.
 - c. Immediately before priming, the metal shall be cleaned of dust and foreign materials.
 - d. Air used to blow-off dust shall be dry and free of oil.
 - e. The prime coat shall be applied by brush, roller or airless spray.
 - 3. Intermediate Coats: After completion of the spot prime coat or pressure wash surface preparation as indicated, all surfaces shall receive the specified intermediate coat(s). The intermediate coats shall be applied by brush, roller or airless spray.
 - 4. Finish Coats: After completion of the intermediate coats, all surfaces shall receive a finish coat. The finish coats shall be applied by brush, roller or airless spray.
- D. Inspection: Unless otherwise noted, film thicknesses specified are minimum dry film thicknesses. Each coat shall be checked as follows:
 - 1. Immediately after application, wet film thickness readings shall be taken with a wet film gauge.
 - 2. When thoroughly cured, dry film thickness readings shall be made in accordance with SSPC-PA 2.
 - a. Where the prime coat is found to be deficient and finish coating is of a different formulation, additional prime coats shall be applied at no additional cost to Owner.
 - b. The finish coating may not be used to correct deficiencies in the thickness of the prime coat.

3. The total dry film thickness shall be checked prior to acceptance and if found to be less than specified, additional finish coats shall be applied at no additional costs to Owner to obtain the specified thickness.
 4. After the coating has been applied, the interior and exterior coated surfaces shall be tested in the presence of Construction Manager with an approved 60 volt low current wet sponge type holiday detector.
 - a. Any thin areas, defects, flaws and holidays in the coating shall be immediately repaired.
 5. Contractor shall provide the necessary equipment for making the above tests.
- E. Defective Work: Remove and replace, at the direction of Construction Manager, any painting work found to be defective or applied under adverse conditions.

3.08 MAINTENANCE MATERIALS

- A. Paint: Furnish Owner at least five gallons of each type and color of paint used for finish coats and one gallon of each type of thinner required. Containers shall be tightly sealed and clearly labeled.
- B. Hardware: Replace all hardware at manways and hatches with new material, as well as new gaskets at each location. Install anti-seize on bolt threads.

3.09 COATING REPAIR

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

3.10 EXISTING WIRING

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

MATERIAL SCHEDULES

Steel Tank Exterior Coating Inorganic Zinc Epoxy Polyurethane			
Prime Coat (DFT = 3 to 4 mils)	Intermediate Coat (DFT = 4 to 6 mils)	Finish Coat (DFT = 3 to 4 mils)	Total System DFT
PPG Dimetcote 21-5	PPG Amerlock 400/2	PPG Amershield VOC	10 to 14 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	

Steel Tank Interior Coating Amine Cured Epoxy			
Prime Coat (DFT = 3 to 5 mils)	Intermediate Coat (DFT = 4 to 6 mils)	Finish Coat (DFT = 5 to 7 mils)	Total System DFT
PPG Americote 133	PPG Americote 133	PPG Americote 133	12 to 18 mils
Carboline Carboguard 891	Carboline Carboguard 891	Carboline Carboguard 891	
Tnemec Series 91, 94, or equal	Tnemec 140F N140, or equal	Tnemec 21 or equal	
Sherwin Williams Macropoxy 646 PW	Sherwin Williams Macropoxy 646 PW	Sherwin Williams Macropoxy 646 PW	
Devoe Bar Rust 233H	Devoe Bar Rust 233H	Devoe Bar Rust 233H	

END OF SECTION

SECTION 13 47 13

CATHODIC PROTECTION

PART 1 – GENERAL

1.01 SCOPE

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

1.02 DESIGN

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

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. Cathodic Protection System manufacturers:

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

2.02 CATHODIC PROTECTION SYSTEM COMPONENTS

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

B. Rectifier

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

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

C. Reference Electrodes

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

D. Vertical Anode Suspension System

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

E. Anode Materials

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

F. Wiring

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

G. Hardware

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

H. Material Classification

1. All materials in contact with the water or exposed to the interior of the tank shall be classified in accordance with ANSI/NSF 61 "Drinking Water System Components".

-
2. This requirement shall be met under testing conducted by a product certification organization accredited for this purpose by the American National Standards Institute.
 3. Contractor shall submit copy of company registration and materials certificate to Construction Manager verifying ANSI/NSF 61 system components classification

2.03 SUBMITTALS

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

PART 3 – EXECUTION

3.01 QUALIFICATIONS

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

3.02 PERFORMANCE

- A. All work shall be in accordance with the following requirements:
 1. Components of the cathodic protection system shall be installed in the manner and at the locations as shown on the design drawings prepared by the Corrosion Specialist.

2. Welding, cutting, and coating shall be in accordance with AWWA Standards D100, D102 & D105
3. Welding of rectifier hardware shall be performed prior to coating the tank.
4. The cutting of 5" diameter access openings for vertical anode suspension shall be performed prior to coating.
5. The cathodic protection system Constructor shall furnish drawings and materials to Contractor and Construction Manager prior to coating.
6. Verification of electrical continuity of all sections of bolted or riveted tanks shall be the responsibility of Contractor.
7. Materials and equipment shall be inspected prior to installation. Any defective components shall be repaired or replaced at no additional cost to Owner.
8. Electrical work shall be in accordance with the National Electrical Code.
9. Lead wires shall be installed to prevent damage from abrasion.
10. Electrical connections within the tank shall be sealed to prevent water migration.
11. The rectifier shall be mounted at a convenient height (eye level) above grade for monitoring and service purposes.
12. A.C. power source to the rectifier shall be furnished by Owner.
13. Disinfection of the tank shall be the responsibility of Contractor.
14. Work provided by the cathodic protection system Constructor shall be completed in a clean and safe manner.

3.03 COORDINATION

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

3.04 SYSTEM ENERGIZING

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

3.05 MONITORING

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

3.06 GUARANTEE

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

3.07 SERVICE AGREEMENT

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

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

END OF SECTION

SECTION 33 13 13

DISINFECTION OF POTABLE WATER FACILITIES

PART 1 – GENERAL

1.01 SUMMARY

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

1.02 STANDARDS

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

PART 2 – PRODUCTS

2.01 DISINFECTION AGENT

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

PART 3 – EXECUTION

3.01 DISINFECTION PROCEDURE

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

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

END OF SECTION

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$808,136.00 (Eight Hundred Eight Thousand One Hundred Thirty Six Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

BID FORM

Submitted To: Fulton County Government

Submitted By: Tank Pro, Inc.

For: #21ITB131869K-BKJ, ALPHARETTA WATER TANKS REHABILITATION

Submitted on November 4, 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)

\$ 808,136

(Dollar Amount In Numbers)

Eight Hundred Eight Thousand One Hundred Thirty Six Dollars

(Dollar Amount in Words)

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

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

BASE BID AMOUNT

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL PRICE
1.	Alpharetta 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.	\$327,245.00	\$327,245.00
2.	Alpharetta 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.	\$25,500.00	\$25,500.00
3.	Alpharetta 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.	\$167,491.00	\$167,491.00
4.	Alpharetta 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.	\$22,900.00	\$22,900.00

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
	TOTAL BASE BID AMOUNT (lines 1 - 7)			\$808,136.00	\$808,136.00

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.

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

Exterior Coating **Tnemec**
Manufacturer: _____

Interior Coating **Tnemec**
Manufacturer: _____

2. Product: Cathodic Protection – Specification 13 47 13

Manufacturer: **Corrpro**

ALTERNATE #1

Both tanks at the Alpharetta 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

Steel Tank Exterior Overcoat Inorganic Zinc Epoxy Polyurethane			
Spot Prime Coat (DFT = 6 to 8 mils)	Intermediate Coat (DFT = 2 to 3 mils)	Finish Coat (DFT = 2 to 3 mils)	Total System DFT
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	

DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
Alpharetta 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.	\$260,869.00	\$260,869.00
Alpharetta 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.	\$140,082.00	\$140,082.00

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

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

five percent of the amount bid _____ Dollars

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

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

ADDENDUM #	<u>1</u>	DATED	<u>10/15/2021</u>
ADDENDUM #	<u>2</u>	DATED	<u>10/29/2021</u>
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____

BIDDER: Tank Pro, Inc.

Signed by:  Phillip Stearman
[Type or Print Name]

Title: President

Business Address: 5500 Watermelon Road
Northport, AL 35473

Business Phone: 205-750-0444

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

EXHIBIT E

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] Tank Pro, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

128307

EEV/Basic Pilot Program* User Identification Number

PA

BY: Authorized Officer of Agent
(Insert Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

Phillip Stearman

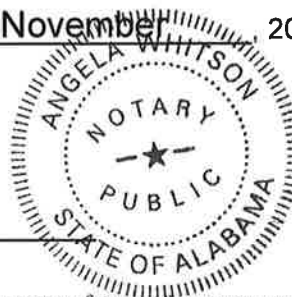
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 4th day of November, 2021

Notary Public: Angela Whitson

County: Tuscaloosa

Commission Expires: March 08, 2025



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

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

#211TB131869K-BKJ
Alpharetta Water Tanks Rehabilitation

Section 6
Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [Insert name of prime contractor] TANK PRO, INC. behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1120446

EEV/Basic Pilot Program* User Identification Number

CORRPRO COMPANIES, INC.

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

NATIONAL WATER WORKS MGR.

Title of Authorized Officer or Agent of Subcontractor

MILES STEELE - Chris Steele

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 4th day of November, 2021

Notary Public: Angela Whitson

County: TUSCALOOSA

Commission Expires: MARCH 08, 2025



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

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

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: Tank Pro, Inc.

Utility Contractor's Name: Tank Pro, Inc.

Expiration Date of License: AL License #21899 Expires July 31, 2022

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

Signed:  Phillip Stearman, President

Date: November 4, 2021

(ATTACH COPY OF LICENSE)

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED

LICENSE NO.: 21899
TYPE: RENEWAL



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

TANK PRO INC

NORTHPORT, AL 35473

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

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

until July 31, 2022 when this Certificate expires.

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

174082

21st day of June, 2021

Max H. Dancy
SECRETARY-TREASURER

Alley Whaley
CHAIRMAN

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE
CERTIFICATION**

Contractor's Name: Tank Pro, Inc.

General Contractor's License Number: AL Contractor License #21899

Expiration Date of License: July 31, 2021

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

Signed:  Phillip Stearman, President

Date: November 4, 2021

(ATTACH COPY OF LICENSE)

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED

LICENSE NO.: 21899
TYPE: RENEWAL



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

TANK PRO INC

NORTHPORT, AL 35473

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

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

until July 31, 2022 when this Certificate expires.

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

21st day of June, 2021

Mark H. Long

SECRETARY-TREASURER

Ally Whaley

CHAIRMAN

174082

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Tank Pro, Inc.

Performing work as: Prime Contractor Sub-Contractor

Professional License Type: AL State Contractor License

Professional License Number: #21899

Expiration Date of License: July 31, 2022

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

Signed:  Phillip Stearman, President

Date: November 4, 2021

(ATTACH COPY OF LICENSE)

STATE OF ALABAMA



BID LIMIT: **U**
UNLIMITED
AMOUNT:

LICENSE NO.: **21899**
TYPE: **RENEWAL**

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

TANK PRO INC

NORTHPORT, AL 35473

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

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

until **July 31, 2022** when this Certificate expires.

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

21st day of **June, 2021**

Maec H. Dancy

SECRETARY-TREASURER

Ally Whaley

CHAIRMAN

174082

FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Phillip Stearman, President/Secretary
5500 Watermelon Road
Northport, AL 35473

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

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

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

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

LITIGATION DISCLOSURE:

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

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 4th day of November, 2021

Tank Pro, Inc. 11/4/2021
(Legal Name of Proponent) (Date)

PA Phillip Stearman 11/4/2021
(Signature of Authorized Representative) (Date)

President
(Title)

Sworn to and subscribed before me,

This 4th day of November, 2021

Angela Whitson
(Notary Public) (Seal)

Commission Expires March 08, 2025
(Date)



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

EXHIBIT F

CONTRACT COMPLIANCE FORMS

SECTION 7 - CONTRACT COMPLIANCE REQUIREMENTS

Project Name & Number 21ITB131869K-BKJ: Alpharetta 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.
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.

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/>

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

President

Tank Pro, Inc.

Title

Company Name

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

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

NAME: Phillip Stearman TITLE: President

SIGNATURE: 

ADDRESS: 5500 Watermelon Road, Northport, AL 35473

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

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer Company Name Tank Pro, Inc.

ITB/RFP Name & Number: #21ITB131869K-BKJ Alpharetta Water Tanks Rehabilitation

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

Male or Female (Check the appropriate boxes).

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

\$ 759,736 Or 94 %

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

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

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

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

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

Total Percentage of Certified Subcontractors: (%) 0

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

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

Signature: PA Phillip Stearman Title: President

Business or Corporate Name: Tank Pro, Inc.

Address: 5500 Watermelon Road, Northport, AL 35473

Telephone: (205) 750-0444

Fax Number: (205) 750-0464

Email Address: phillip@tankproinc.com

UTILIZATION REPORT – Post Award

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

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

Water Tank Rehabilitation

Insurance and Risk Management Provisions Water Tank Rehab

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)

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

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Water Tank Rehabilitation

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

Water Tank Rehabilitation

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.

Water Tank Rehabilitation

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

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

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

COMPANY: Tank Pro, Inc. SIGNATURE: 

NAME: Phillip Stearman TITLE: Phillip Stearman

DATE: November 4, 2021



TRUENORTH

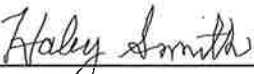
Insurance and Financial Strategies

October 28, 2021

500 First Street SE
P.O. Box 1863
Cedar Rapids, Iowa 52406-1863
Ph 319.364.5193
Ph 319.366.2723
Fax 319.862.0612
www.truenorthcompanies.com

To:
Fulton County Government
Attn: Purchasing Department
130 Peachtree Street SW
Suite 1168
Atlanta, GA 30303-3459

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with Tank Pro Inc. If Tank Pro Inc is awarded this contract by Fulton County Government, I will be able to furnish a valid insurance certificate to Fulton County Government meeting the requirements defined in this bid.



Agent Signature

10/28/2021

Date Signed

5M48049

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

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

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

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

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

C. EMPLOYEES AS INSURED

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

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

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

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

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

2. Changes In General Conditions

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

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

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

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

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
 - (a) The organization is a partnership or a joint venture; or
 - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSURED

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

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

G. SUPPLEMENTARY PAYMENTS

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

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

H. FELLOW EMPLOYEE COVERAGE

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

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

I. TOWING

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

We will pay for towing and labor costs incurred, subject to the following:

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

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

J. LOCKSMITH SERVICES

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

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

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

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

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

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

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

N. AUTO LOAN OR LEASE COVERAGE

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

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

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

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

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

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

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

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

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

Q. EXTRA EXPENSE FOR STOLEN AUTO

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

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

R. RENTAL REIMBURSEMENT

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

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

S. AIRBAG COVERAGE

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

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

T. NEW VEHICLE REPLACEMENT COST

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

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

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

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

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

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

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

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

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

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

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

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

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

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

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

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

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

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

Z. MENTAL ANGUISH

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

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

AA. LIBERALIZATION

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

in the performance of:

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

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

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

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

E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY ELITE EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

(2) A watercraft you do not own that is:

- (a) Less than 60 feet long; and
(b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

- (1) insureds;
(2) claims made or "suits" brought;
(3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.

- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance** is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSUREDS

Section II – Who Is An Insured is amended to add the following:

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

I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;

- (c) Any physical or chemical change in the product made intentionally by any vendor;

- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or
- (ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- (1) This insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
Their status as additional insured under this endorsement ends when:
 - 1. The license granted to you by such person(s) or organization(s) expires; or
 - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
 - k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
 - l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
 - m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
- 3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
 - 4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
 whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph 3.a. is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

- 7. Subject to Paragraph **5.** above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. Representations is amended to add the following:

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

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard".

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

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

T. LIBERALIZATION

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

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Specific Waiver
Name of person or organization

Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium: \$ 0
The premium charge for this endorsement shall be included in the premium developed on payroll in conjunction with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: \$ 250

Maximum Premium: \$ 0

This endorsement changes the policy to which it is attached :

(The information below is required only when this endorse

Endorsement Effective 2/01/2021

Policy No.

Insured Tank Pro, Inc.

AVWCAL2963242021

Premium

Insurance Company

Countersigned by _____

AMERICAN INTERSTATE INSURANCE COMPANY - 24759

WC 00 03 13
(Ed. 4-84)

EXHIBIT H

PAYMENT & PERFORMANCE BONDS

Attached Payment and Performance Bond



BID BOND
#21ITB131869K-BKJ
ALPHARETTA WATER TANKS REHABILITATION

STATE OF GEORGIA
COUNTY OF FULTON

KNOW ALL MEN BY THESE PRESENTS, THAT WE Tank Pro, Inc.

hereinafter called the PRINCIPAL, and North American Specialty Insurance Company

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of New Hampshire and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of five percent of the amount bid Dollars and Cents (\$ 5%) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for **#21ITB131869K-BKJ ALPHARETTA WATER TANKS REHABILITATION**, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute the Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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


Enclosed is a Bid Bond in the approved form, in the amount of _____
five percent of the amount bid _____ Dollars

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

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this 27th day of October, 2021

ATTEST:

Tank Pro, Inc.
PRINCIPAL


BY Phillip Stearman, President

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

SECRETARY

(CORPORATE SEAL)

North American Specialty Insurance Company
SURETY



(SEAL)

BY Jason D. Smith, Attorney-In-Fact

END OF SECTION

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

ROBERT L. KOLLSMITH, SAMANTHA BODDICKER, TIMOTHY J. FOLEY, JASON D. SMITH, JAMES M. SMITH,
DAVID M. OWEN, BRAD BENGTON, LUKAS SCHRODER, AARON COLLINS, KURT FELLER and DORA B. STEVENS JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

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

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



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 16TH day of JUNE, 20 21.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 16TH day of JUNE, 20 21, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of October, 20 21.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2021

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).

PRODUCER TrueNorth 500 1st St SE Cedar Rapids IA 52401	CONTACT NAME: TrueNorth Risk Management PHONE (A/C. No. Ext): 319-366-2723 FAX (A/C. No): 877-810-6374 E-MAIL ADDRESS: certs@truenorthcompanies.com														
INSURED Tank Pro Inc 5500 Watermelon Rd Northport AL 35473-5177	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Employers Mutual Casualty Company</td> <td style="text-align: center;">21415</td> </tr> <tr> <td>INSURER B : Admiral Insurance Company</td> <td style="text-align: center;">24856</td> </tr> <tr> <td>INSURER C : American Interstate Insurance Company</td> <td style="text-align: center;">31895</td> </tr> <tr> <td>INSURER D : Westchester Surplus Lines Insurance Company</td> <td style="text-align: center;">10172</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Employers Mutual Casualty Company	21415	INSURER B : Admiral Insurance Company	24856	INSURER C : American Interstate Insurance Company	31895	INSURER D : Westchester Surplus Lines Insurance Company	10172	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Employers Mutual Casualty Company	21415														
INSURER B : Admiral Insurance Company	24856														
INSURER C : American Interstate Insurance Company	31895														
INSURER D : Westchester Surplus Lines Insurance Company	10172														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 858669234** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	5S48049	5/15/2021	5/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	5M48049	5/15/2021	5/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	BEX0960318003	5/15/2021	5/15/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			AVWCAL2994592021	5/15/2021	5/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Pollution Installation Floater			G2812336A006 5P48049	5/15/2021 5/15/2021	5/15/2022 5/15/2022	Each Claim/Aggr Limit \$ 5,000,000 \$ 800,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 If Yes is indicated above for add'l insd forms Gen Liab #CG7578 2-19 (premises), #CG7174.3 1013 (completed operations), Auto Liab #CA7450 1115 applies.
 If Yes is indicated above for waiver of subrogation forms Gen Liab #CG7578 2-19, Auto Liab #CA7450 1115. Coverage is extended for work performed and required under written contract with the above named insured. Excess is following form per policy conditions, provision and exclusions.
 Re: #21ITB131869K-BKJ- Alpharetta Water Tanks Rehabilitation

CERTIFICATE HOLDER

CANCELLATION

Fulton County Government Attn: Purchasing Dept 130 Peachtree St, SW, Suite 1168 Atlanta GA 30303-3459	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
--	--

5M48049

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

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

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

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

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

C. EMPLOYEES AS INSURED

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

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

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

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

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

2. Changes In General Conditions

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

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

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

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

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
 - (a) The organization is a partnership or a joint venture; or
 - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSURED

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

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

G. SUPPLEMENTARY PAYMENTS

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

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

H. FELLOW EMPLOYEE COVERAGE

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

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

I. TOWING

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

We will pay for towing and labor costs incurred, subject to the following:

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

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

J. LOCKSMITH SERVICES

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

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

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

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

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

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

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

N. AUTO LOAN OR LEASE COVERAGE

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

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

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

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

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

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

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

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

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

Q. EXTRA EXPENSE FOR STOLEN AUTO

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

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

R. RENTAL REIMBURSEMENT

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

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

S. AIRBAG COVERAGE

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

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

T. NEW VEHICLE REPLACEMENT COST

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

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

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

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

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

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

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

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

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

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

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

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

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

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

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

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

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

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

Z. MENTAL ANGUISH

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

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

AA. LIBERALIZATION

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

in the performance of:

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

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

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

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

E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY ELITE EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

- a.** “Bodily injury” or “property damage” expected or intended from the standpoint of an insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

- (2)** A watercraft you do not own that is:
- (a)** Less than 60 feet long; and
 - (b)** Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a.** The each occurrence limit listed above is the most we will pay for all damages because of “property damage” to property in the care, custody and control of or property loaned to an insured as the result of any one “occurrence”, regardless of the number of:

- (1)** insureds;
- (2)** claims made or “suits” brought;
- (3)** persons or organizations making claims or bringing “suits”.

The aggregate limit listed above is the most we will pay for all damages because of “property damage” to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of “property damage” to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b.** Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c.** If two or more coverages apply under one “occurrence”, only the highest per claim deductible applicable to these coverages will apply.
- d.** Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or “suit” to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSURED

Section II – Who Is An Insured is amended to add the following:

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

I. BLANKET ADDITIONAL INSURED – AS REQUIRED BY CONTRACT

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by any vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

- (h)** "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (i)** The exceptions contained in Subparagraphs **(d)** or **(f)**; or
 - (ii)** Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2)** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- f.** Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.
- This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- g.** Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
- With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- (1)** This insurance does not apply to:
- (a)** Any "occurrence" which takes place after you cease to lease that land; or
 - (b)** Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- h.** Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- i.** Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- (2)** "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
- 1. The license granted to you by such person(s) or organization(s) expires; or
 - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSURED - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph 3.a. is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

7. Subject to Paragraph **5.** above, \$10,000 is the Medical Expense Limit we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim, applies only when the “occurrence” or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An “executive officer” or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An “executive officer” or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph 4. **Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. **Representations** is amended to add the following:

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

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products completed operations hazard”.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

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

T. LIBERALIZATION

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

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Specific Waiver
Name of person or organization

Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium: \$ 0
The premium charge for this endorsement shall be included in the premium developed on payroll in conjunction with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: \$ 250

Maximum Premium: \$ 0

This endorsement changes the policy to which it is attached :

(The information below is required only when this endorse

Endorsement Effective 2/01/2021
Insured Tank Pro, Inc.

Policy No. AVWCAL2963242021

Premium

Insurance Company
AMERICAN INTERSTATE INSURANCE COMPANY - 24759

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

Bond #2325767

PAYMENT BOND

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

"Project:" means [Insert Project Number and Project Name]
#21ITB131869K-BKJ, ALPHARETTA WATER TANKS REHABILITATION

"Principal:" (Legal Name and Business Address), called the [Insert Name of Contractor (hereinafter "Principal")
Tank Pro, Inc.

5500 Watermelon Road, Northport, AL 35473

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

"Surety:" (Name and Business Address) North American Specialty Insurance Company

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

"Contract:" Agreement between Principal and Owner, dated ____ day of _____, 20____, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount] \$808,136

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

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


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

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

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


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

PRINCIPAL: Tank Pro, Inc.

 Phillip Steerner, President
 President/Vice President (Sign)

 President/Vice President (Type or Print)

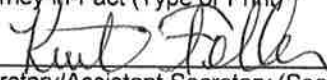
Attested to by:

 Phillip Steerner, Secretary
 Secretary/Assistant Secretary (Seal)

SURETY: North American Specialty Insurance Company

By: 
Attorney-in-Fact (Sign)

Jason D. Smith
Attorney-in-Fact (Type or Print)


Secretary/Assistant Secretary (Seal)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

ROBERT L. KOLLSMITH, SAMANTHA BODDICKER, TIMOTHY J. FOLEY, JASON D. SMITH, JAMES M. SMITH,
DAVID M. OWEN, BRAD BENGTON, LUKAS SCHRODER, AARON COLLINS, KURT FELLER and DORA B. STEVENS JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

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

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



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By [Signature] Erik Janssens, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 30th day of NOVEMBER, 20 21.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 30th day of NOVEMBER, 20 21, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Erik Janssens Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ___ day of ___, 20__.

Bond #2325767

PERFORMANCE BOND

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

"Project:" means [Insert Project Number and Project Name]
#21ITB131869K-BKJ, ALPHARETTA WATER TANKS REHABILITATION

"Principal:" (Legal Name and Business Address), [Insert Name of Contractor (hereinafter called the "Principal")]

Tank Pro, Inc.
5500 Watermelon Road, Northport, AL 35473

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

"Surety:" (Name and Business Address) North American Specialty Insurance Company
1200 Main Street, Suite 800, Kansas City, MO 64105
duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated _____ day of _____, 20____, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount] \$808,136

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 _____ day of _____, 20__.

PRINCIPAL: Tank Pro, Inc.

 Phillip Steerman, President
President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

 Phillip Steerman, Secretary
Secretary/Assistant Secretary (Seal)

SURETY: North American Specialty Insurance Company

By:  _____
Attorney-in-Fact (Sign)

Jason D. Smith
Attorney-in-Fact (Type or Print)

END OF SECTION

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

ROBERT L. KOLLSMITH, SAMANTHA BODDICKER, TIMOTHY J. FOLEY, JASON D. SMITH, JAMES M. SMITH,
DAVID M. OWEN, BRAD BENGTON, LUKAS SCHRODER, AARON COLLINS, KURT FELLER and DORA B. STEVENS JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

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

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



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By [Signature]
Erik Janssens, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 30th day of NOVEMBER, 20 21.

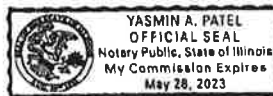
North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook

ss:

On this 30th day of NOVEMBER, 20 21, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Erik Janssens Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ___ day of ___, 20 __.