



# Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Director

**REQUEST FOR E-QUOTE NUMBER:** 16CT101995A

**PROJECT TITLE:** Inspection and Cleaning of Water Storage Tanks

**DEPARTMENT:** PUBLIC WORKS

**DUE DATE:** 04/15/2016

**WILL BE RECEIVED UNTIL:** 2:00 P.M.

**LAST DAY FOR QUESTIONS:** 04/11/2016

BIDDERS MAY SUBMIT REQUESTS FOR CLARIFICATION OR QUESTIONS REGARDING THIS E-QUOTE TO THE PURCHASING CONTACT PERON LISTED BELOW. ANY REQUEST SHALL ONLY BE SUBMITTED IN WRITING (FAX OR EMAIL). ALL RESPONSES TO WRITTEN REQUEST(S) WILL BE DISTRIBUTED AS ADDENDA TO THIS E-QUOTE AND POSTED ON THE FULTON COUNTY WEBSITE AT [www.fultoncountyga.gov](http://www.fultoncountyga.gov).

THE COUNTY WILL NOT RESPOND TO REQUESTS RECEIVED AFTER THE ABOVE MENTION DATE AT 2:00 P.M.

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT [www.fultonvendorselfservice.co.fulton.ga.us](http://www.fultonvendorselfservice.co.fulton.ga.us). BY THE DATE AND TIME INDICATED. You must be a registered vendor in order to respond to E-QUOTES.

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW VIA EMAIL ONLY. NO PHONE CALLS WILL BE ACCEPTED. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

EFFECTIVE JULY 1, 2013, STATE LAW REQUIRES THAT ALL CONTRACTS FOR THE PHYSICAL PERFORMANCE OF SERVICES FOR ALL LABOR OR SERVICE CONTRACT(S) THAT EXCEED \$2,499.99 (EXCEPT FOR SERVICES PERFORMED BY AN INDIVIDUAL WHO IS LICENSED PURSUANT TO TITLE 26, TITLE 43, OR THE STATE BAR OF GEORGIA) MUST COMPLY WITH THE ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT. THE COUNTY CANNOT ENTER INTO A CONTRACT FOR THE PHYSICAL PERFORMANCE OF SERVICES THAT EXCEEDS \$2,499.99, UNLESS THE CONTRACTOR HAS REGISTERED WITH, IS AUTHORIZED TO USE AND USES THE FEDERAL WORK AUTHORIZATION PROGRAM COMMONLY KNOWN AS E-VERIFY. BEFORE A BID FOR ANY SUCH SERVICES IS CONSIDERED BY THE COUNTY, THE BID SHALL INCLUDE A SIGNED, NOTARIZED AFFIDAVIT FORM THE CONTRACTOR ATTESTING THE AFFIANT HAS REGISTERED WITH, IS AUTHORIZED TO USE, AND USES THE FEDERAL WORK AUTHORIZATION PROGRAM.

**CONTACT NAME:**  
Carolyn Towns

**E-MAIL ADDRESS:**  
[carolyn.towns@fultoncountyga.gov](mailto:carolyn.towns@fultoncountyga.gov)

**FAX NUMBER:**  
(404) 893 1727

All information requested on this sheet must be completed. Unless specifications indicate "NO SUBSTITUTE", items determined by Fulton County to be "EQUAL OR BETTER" will be given full consideration. All prices QUOTED must be "FOB DELIVERED" unless otherwise requested, and must be submitted in the format requested. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.

**REQUEST FOR QUOTE  
GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for Quote ("E-QUOTE"). Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By submission of your responses to this e-quote, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for E-Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **METHOD OF SOURCE SELECTION.** This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in the bid id Code Section 102-373, Competitive Sealed Bidding.
3. **SUBMISSION OF RESPONSES.** Responses must be submitted for e-quotes on-line via the Vendor Self Service system at <https://fultonvendorelfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to e-quotes must be received no later than 2:00 p.m. on the date indicated.
4. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
5. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.
6. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
7. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
8. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for E-Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
9. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
10. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
11. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.
12. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors,

officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, of the performance, or nonperformance, of its obligations under this agreements.

13. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
14. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
15. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
16. **INVOICES AND PAYMENT TERMS.** All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received by Accounts Payable.

**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](mailto:Accounts.Payable@fultoncountyga.gov)

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

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

17. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
18. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
19. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.

20. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
21. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
22. **RIGHT TO PROTEST.** Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.
23. **BINDING AUTHORITY.** The individual submitting this E-QUOTE must have binding authority to submit contracts on behalf of the responding company. By submitting a response, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws, including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

# REQUEST FOR E-QUOTE SPECIFICATION

## *Inspection and Cleaning of Water Storage Tanks Department of Public Works*

### 1. DESCRIPTION

The Fulton County Department of Purchasing is soliciting e-quotes from qualified vendors to provide inspection and cleaning of atmospheric finished water storage tanks for the Department of Public Works.

### 2. CONTACT PERSON

Please contact Carolyn Towns Procurement Officer by e-mail [carolyn.towns@fultoncountyga.gov](mailto:carolyn.towns@fultoncountyga.gov) or Fax (404) 893 1727 only, with any procedural or technical questions. All questions shall be submitted in writing to the Purchasing contact person via email only. No phone calls will be accepted. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

### 3. TERM OF AGREEMENT

The term of agreement is for 12 months from issuance of purchase order.

### 4. PRODUCT/SERVICE SPECIFICATIONS

The successful vendor shall perform inspection and cleaning of elevated and ground potable water storage tanks and provide digital video recording of the inspections and a written report of conditions observed. The inspection shall be performed by qualified divers with the tanks in service and full of water. The specific tanks and descriptions to be inspected and cleaned under the awarded contract are as follows:

#### **Description of Tanks to be Inspected and Cleaned**

Tank ID	Address	Capacity (Gals)	Year Built	Construction Material	Type Elevated / Ground
Pritchard Mountain	16300 Freemanville Road, Milton, Ga	500,000	2009	Composite/Steel	Elevated
Freemanville Rd	16300 Freemanville Road, Milton, Ga	4,000,000	2000	Pre-stressed Concrete	Ground
Jones Bridge Rd #1	10735 Jones Bridge Rd, John's Creek,	500,000	1979	Steel	Elevated
Jones Bridge Rd #2	10735 Jones Bridge Rd, John's Creek	1,000,000	1983	Steel	Elevated
Alpharetta #1	3450 Preston Ridge Rd Alpharetta	500,000	1968	Steel	Ground
Alpharetta #2	3450 Preston Ridge Rd Alpharetta	1,000,000	1974	Steel	Ground
Hackett Road #1	13800 Hackett Road, Roswell, Ga.	2,000,000	2009	Composite/Steel	Elevated
Hackett Road #2	13800 Hackett Road, Roswell, Ga.	2,000,000	2009	Composite/Steel	Elevated

Tanks for inspection and cleaning are listed in priority order and it is anticipated that four tanks minimum shall be inspected and cleaned. Services shall be initiated within 30 days of receipt of Notice to Proceed and Purchase Order and

completed within 60 days of issuance of Notice to Proceed.

## 5. PRICING SHEETS

<i>Item No.</i>	<i>Item Description</i>	<i>Estimated Quantity</i>	<i>Unit of issue</i>	<i>Unit Price</i>
1	Inspection and Cleaning of Pritchard Mountain Tank	1	Each	\$_____
2	Inspection and Cleaning of Freemanville Rd Tank	1	Each	\$_____
3	Inspection and Cleaning of Jones Bridge Rd #1 Tank	1	Each	\$_____
4	Inspection and Cleaning of Jones Bridge Rd #2 Tank	1	Each	\$_____
5	Inspection and Cleaning of Alpharetta #1 Tank	1	Each	\$_____
6	Inspection and Cleaning of Alpharetta #2 Tank	1	Each	\$_____
7	Inspection and Cleaning of Hackett Rd #1 Tank	1	Each	\$_____
8	Inspection and Cleaning of Hackett Rd #2 Tank	1	Each	\$_____
9	Additional Sediment Removal	200	Cu. Yard	\$_____

## 6. SPECIAL CONDITIONS/INSTRUCTIONS

### Payment for Services

Payment for inspection, report, site restoration/cleanup, and sediment removal of up to two inches average depth of sediment in each tank shall be at the price bid in the Pricing Sheet for "Inspection and Cleaning" of each tank listed. Removal of sediment equivalent to 2 inches of sediment times the diameter of the tank shall be included in the unit price quoted. Removal of additional sediment, if required, shall be paid for based on the unit price for "Additional Sediment Removal" provided for in the Pricing Sheet. Additional sediment removal shall be based upon the calculated sediment required to be removed greater than two inches average depth as determined by measurements of sediment depth across the tank bottom.

### GENERAL CONDITIONS

#### A. Qualifications of Inspector

Tank inspection and cleaning shall be performed by a qualified inspector /diver meeting the following minimum requirements:

- 1) An American Petroleum Institute (API) API 653 Certified Tank Inspector; or
- 2) A NACE International Certified Coating Inspector; or
- 3) A Professional Engineer that has documented experience with atmospheric tank, clearwells and basin inspections; or,
- 4) A Certified Operator that has documented experience inspecting

atmospheric tanks, clearwells and basins. Inspectors shall be trained commercial divers, certified by the Association of Diving Contractors and hold Dive School diplomas. All diving operations shall be conducted utilizing a totally encapsulated diving dress, including diver hard hat with sealed neck dam, and vulcanized in good repair. The qualifications of the individual(s) proposed to perform the inspection shall be provided to Fulton County for approval prior to initiating the inspection.

## **B. Inspection Requirements**

The successful vendor shall assess the sanitary conditions and structural integrity of the tanks in subject to the following:

- 1) A detailed inspection shall be performed of all overflows, vents, fill pipes, drain lines, ladders, hatches, cathodic access plates, cell phone or other communication towers mounted on tanks, level probe/sensor wiring, site tubes, etc. shall be conducted. Tank vent(s), overflows, ladders and roof hatches shall be inspected regardless of their inaccessibility.
- 2) All inspections shall be performed in accordance with ASNY, NACE and AWWA Standards.
- 3) As a minimum, the following items shall be inspected and reported on:
  - Exterior Ladder
  - Exterior Reservoir Overall Appearance & Condition
  - Entry Hatch
  - Side Vents & Screens
  - Interior Ladder
  - Roof Vents & Screens
  - Floor and Coating
  - Interior Walls and Coating
  - Installed Sensors
  - Manual Level Indicator
  - Chlorine Injection System
  - Floor-to-Wall Seams
  - Overflow
  - Fill/Discharge
  - Man Entry
  - Scour/Drain
  - Cathodic Protection
  - Water Tap
  - Ceiling
  - Floor Seams and Integrity of Previous Repairs
  - Support Columns
  - Measurement and Sampling of Bottom Sediment or Debris
- 4) Provide special attention to any organic growth or bio-slime observed in the tanks. Should any such material be found to exist in a tank, prior to cleaning operations, vendor shall obtain and provide to Fulton County, a sample of the material in a manner and in a container provided by Fulton County for analysis by Fulton County.
- 5) The exterior of the tank shall be inspected for corrosion, cracks, holes, deterioration of paint/exterior coating, chalking, pitting, spalling, etc., that may create the potential for contamination or loss of structural integrity of the tank.
- 6) The interior of the tank shall be inspected for corrosion, cracks, holes, pitting, spalling etc. that may create the potential for contamination or loss

of structural integrity of the tank. The interior coating of the tank shall be analyzed by a qualified individual to determine its condition and estimated useful life. Where possible, this analysis shall include measurements of the depth and rate of corrosion of steel tanks.

- 7) The sediment in the tank shall be evaluated, and removed. The tank shall remain within 5 feet of full of water but shall be isolated from the system by valving during the inspection effort. A diver shall be used for the inspection and sediment removal. Use of an ROV (remote operated vehicle) shall not be acceptable. Adequate sanitary procedures shall be used to prevent contamination. During diving inspection and cleaning operations, the quality and quantity of water to the system shall be maintained. Sediment disposal shall be on the tank site.
- 8) The controls, probes, alarms, sensors, etc. associated with a tank shall be inspected and tested to ensure proper, reliable operation.
- 9) For steel tanks on concrete foundations, an inspection of the juncture between the tank and base shall be performed to ensure structural integrity. A check for excessive and/or differential foundation settlement shall be performed.
- 10) An inspection of the seams on concrete tanks shall be performed to ensure structural integrity.
- 11) An analysis of the water quality shall be conducted as part of the tank inspection, including test results for total coliform bacteria, total and free chlorine residual, physical parameters, and volatile organic chemicals collected from or near the tank. Samples shall be obtained by the inspector as directed by the County and turned over to the County for analysis.
- 12) The tank inspection shall include verification that the tank is at least fifty (50) feet from any part of the nearest subsurface sewage disposal system and twenty-five (25) feet from the nearest watercourse or storm drain or other source of pollution. Tanks must be at least fifty (50) feet from the nearest sanitary sewer.
- 13) An assessment of any cathodic protection systems, if they are installed, shall be performed by an inspector who has experience with their installation and maintenance. Acceptable certifications include NACE International's Cathodic Protection certifications (CP1, CP2, CP3, and CP4) or equivalent.
- 14) The tank inspection shall include an evaluation of the valves associated with the tank. All valves associated with the tank must be exercised to ensure proper operation.
- 15) An assessment of the tank's vulnerability to tampering, vandalism, terrorism and other security issues shall be performed. Any deficiencies shall be addressed in the final report to Fulton County. Areas addressed shall include fencing and surveillance capabilities. This security assessment shall also include an assessment of tank ladders and access to hatches, vents, etc.
- 16) The tank inspection shall include an assessment of the operations and maintenance necessary to ensure continued sanitary conditions and structural integrity, including necessary repairs and a recommended

schedule of routine maintenance.

- 17) Should a tank require draining for inspection, subsequent to performing the inspection the tank shall be effectively disinfected. The disinfection shall be in accordance with the latest revision of AWWA C-652 – Disinfection of Water Storage Facilities. This document also contains information on the disinfection procedure for inspecting a full tank.

### **C. Report of Inspection**

- 1) A report of the inspection must be completed and provided to Fulton County within twenty-one days of completion of the inspection. The report shall include a detailed description of the inspection process, the findings, actions that were taken as a result of the inspection, and photographs and/or video. The report shall also include a completed checklist that includes a signed acknowledgement of the certification. If the inspection finds that the tank has deficiencies related to sanitary conditions or structural integrity they shall be specifically delineated in the report.
- 2) The final report shall contain photos of each area of deficiency or recommendation for maintenance or repair. Video of the interior sediment removal shall be provided. Photos shall provide sufficient detail to clearly define the deficiency and the work required to correct it. Supplemental text may be provided to define the deficiency and corrective actions as necessary. The combination of photos and text shall be sufficient to define the effort required for a contractor to price the correction of the deficiency.

### **D. Safety**

Individuals entering tanks or any other confined space shall be compliant with guidelines of the Occupational Safety & Health Administration (29 CFR - 1910.146). OSHA, in the Dec. 1, 1998 revision to their regulations, defines a confined space as a space that:

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

The OSHA website shall be reviewed for the most recent definitions of confined spaces and associated precautions.

### **E. Useful References and Links**

American Water Works Association Manual of Water Supply Practices – Steel Water-Storage Tanks (AWWA M42). Chapter 9 and Appendix C (formerly AWWA D101-53 (R1986)) provide recommendations for the inspection of steel tanks.

<http://www.awwa.org/>

<http://www.api.org/CertificationPrograms/IndividualCertificationPrograms/Programs/>

<http://www.naceinstitute.org/Certification/>

<http://www.osha.gov/Publications/osha3138.html>

<http://10statesstandards.com/index.html>

## 7. INSURANCE & RISK MANAGEMENT PROVISIONS

### Insurance and Risk Management Provisions Atmospheric Water Storage Tank Inspection and Cleaning

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains 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, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. 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 Scope of Services 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.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). 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.

**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	\$100,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$100,000

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

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	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**

<b>Bodily Injury and Property Damage</b>	Each Occurrence	-
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\$1,000,000

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

\*Include Broadened Pollution – Endorsement # CG9948 and MCS 90

**4. UMBRELLA LIABILITY**

(In excess of Auto GL and Employers Liability) Each Occurrence -  
\$1,000,000

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

(To include three (2) years of extended Completed Operations coverage or a two (2) year

extended reporting period. To include Non-owned Waste Disposal Site Endorsement

\*If Broadened Pollution on Auto is not included, to be included by evidence of Transit Coverage under the Pollution Policy

**6. PROFESSIONAL LIABILITY** Each Occurrence \$1,000,000

\*Completed Operations – Statute of Repose for state of GA

**Certificates of Insurance**

The aforementioned insurance policies shall contain or be altered to contain a Provision that coverage afforded under such policies shall not expire, be cancelled or be altered without at least forty-five (45) days written notice to Fulton County Government. Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation and Professional Liability), using the ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its equivalent or on a blanket basis.

The Contractors 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 and Professional Liability), 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 **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

**Important:**

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

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

**PROTECTION OF PROPERTY**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM 1: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor]** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program<sup>2</sup>, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

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

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

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

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

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
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].

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM 2: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor]** \_\_\_\_\_ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

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

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

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

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

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
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].