

AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between the City of Olathe, Kansas (“Owner”) and Mid-America Pool Renovation Inc., (“Contractor”). Owner and Contractor (collectively, “Parties”), in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
- Replacement of pool basin plaster in (3) three primary pool basins.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Olathe Community Center Natatorium Pool Plaster Replacement.

**ARTICLE 3 – ENGINEER**

- 3.01 Intentionally deleted.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be completed no later than 02 August 2024.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraphs 4.01 and 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment,

Contractor shall pay Owner \$250.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Incentive Award*

A. Intentionally deleted.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds the amount that follows, subject to adjustment under the Contract:

\$325,000.00

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor may bill City monthly for completed Work, including reimbursable expenses. The bill submitted by Contractor must itemize the Work for which payment is required. City agrees to pay Contractor within thirty (30) day of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 90% percent of Work completed (with the balance being retainage) and

b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price.

**ARTICLE 7 – INTEREST**

7.01 Intentionally deleted.

## **ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs, if any such reports and drawings are so identified.
  - E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary by Contractor for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - G. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
  - H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - I. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 *Contents***

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 14, inclusive).
  - 2. General Conditions, except the following conditions will not apply to this agreement: 6, 8, 9, 10, 24, 25, 27 (pages 15 to 19, inclusive).
  - 3. Performance & Maintenance bond (pages 1 to 9, inclusive).
  - 4. Statutory bond (pages 1 to 5, inclusive).

5. Notice to Bidders and Instructions to Bidders (Issued February 26, 2024, not attached)
6. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 1 to 30, inclusive).
  - b. Certificates (Compliance with Personnel Practices, Good Standing to Conduct Business in Kansas, Insurance).
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in this Agreement.

## ARTICLE 10 – MISCELLANEOUS

- 10.01 *Terms:* Terms used in this Agreement will have the meanings stated in the Instructions to Bidders and General Conditions.
- 10.02 *Assignment of Contract:* Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.03 *Successors and Assigns:* Owner and Contractor each represent that they are duly authorized to enter into the Contract, and binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 10.04 *Severability:* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.05 *Contractor's Certifications:* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
- A. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 10.06 *Insurance*
- A. Contractor will procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Project.
  - B. Coverages and minimum limits.

1. Commercial General Liability: [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit and products - completed operations limit. Any general aggregate limit should be at least \$2 million.
  2. Business Auto Coverage: (*Owned and non-owned autos*) \$500,000 per occurrence, combined single limit.
  3. Workers Compensation and Employers Liability: Workers compensation limits as required by the statutes of the state of Kansas and employers liability limits of \$500,000/\$500,000/\$500,000.
  4. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
  5. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Contractor nor has the City assessed the risk that may be applicable to Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The contractor's insurance shall be primary and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Contractor.
- C. Additional Insured. The insurance policy must be endorsed to name the City as additional insured for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Verification of Coverage.
1. A certificate of insurance accompanied by an additional insured ISO form endorsement (CG 20 10; and CG 20 37) or equivalent effecting the coverage required by the City.
  2. The insurance coverages are to be provided by Kansas authorized insurance companies with a Best's rating of at least A-: VII. Those not meeting this standard must be approved by City.
  3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, when self-insured the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above described coverages shall be the responsibility and at the sole risk of the Contractor.
  4. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
  5. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years post contract.
- E. Cancellation. Each insurance policy required by this clause shall not be suspended, voided, or canceled party, except after Contractor has provided thirty (30) days' written notice to the City.
- F. Subcontractors. All coverages for subcontractors shall be subject to all of the requirements stated herein.

#### 10.07 Other Provisions

- A. General Warranty and Guarantee. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective (EJCDC GC 7.17).
- B. Supervision. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents (EJCDC GC 7.01.A.).
- C. Labor. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site (EJCDC GC 7.02.A.).
- D. Owner May Stop the Work. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them (EJCDC GC 14.06).
- E. Entire Agreement. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.
- F. Amendments and Modification. Changes in Project scope or additional services may be mutually agreed to by the Parties in writing. Contractor will correct or revise any errors or deficiencies in its designs, drawings, specifications, or workmanship without additional compensation when due to Contractor's negligence or other actionable fault.
- G. Applicable Law, Jurisdiction, and Venue. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.
- H. Ambiguity and Hierarchy of Interpretation. If any ambiguity, inconsistency or conflict arises in the interpretation of the Contract Documents, the same will be resolved by reference first to the terms and conditions of this Agreement, then to the Notice to Bidders and Instructions to Bidders, then to the General Conditions, then the Contractor's Bid, and then to other Contract Documents.
- I. Dispute Resolution. City and Contractor agree that disputes relative to the Project will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the work as if no dispute existed, and City will continue to make payment for Contractor's completed work; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

OWNER:

City of Olathe, Kansas

By: \_\_\_\_\_

Title: Mayor

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

P.O. Box 768

Olathe, KS 66051-0768

\_\_\_\_\_

CONTRACTOR:

Mid-America Pool Renovation Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

Contractor's Phone Number

License No.: \_\_\_\_\_

*(where applicable)*

Agent for service of process:

\_\_\_\_\_

*If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Approved as to form:

\_\_\_\_\_  
City Attorney/Deputy City Attorney/Assistant City Attorney



## CITY OF OLATHE, KANSAS

### GENERAL CONDITIONS

1. **SCOPE:** These general conditions apply to solicitations for material, equipment, supplies or services with an estimated single or combined cost of \$5,000 or more. These conditions shall be in force unless otherwise modified by the City in this bid document. Bidders shall be advised that the City of Olathe is not responsible for the content of any bid package received through any 3<sup>rd</sup> party bid service other than Merrell Source to Contract. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3<sup>rd</sup> party source other than Merrell Source to Contract.
2. **DEFINITIONS (AS USED HEREIN):**
  - a. The term "Invitation For Bid" means a solicitation of formal sealed bids with a combined or single unit value \$25,000 and over. The acronym "IFB" means Invitation For Bid.
  - b. The term "Quick Quote" means a solicitation of informal bids with a combined or single unit value between \$5,000 and \$24,999. The acronym "QQ" means Quick Quote.
  - b. The term "bid" means the offer by the bidder.
  - c. The term "bidder" means the person or organization responding to the solicitation.
  - d. The term "contractor" means a person or organization who is the successful bidder and who enters into a contract with the City.
  - e. The term "change order" means a written order from the Procurement Manager directing the contractor to make changes to a contract.
  - f. The term "City" means the City of Olathe, Kansas.
  - g. The term "City Council" means the governing body of the City of Olathe.
3. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
4. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Olathe supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Prime consideration will be given to these eco-friendly products when compared to mainstream products in cost and packaging.
5. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
6. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller Contractor until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.

7. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing codes and regulations.
8. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.
- The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the vendor. Any request for time extension must be in writing and approved by the City's authorized representative.
- All deliveries are to be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.
9. **THIRD PARTY FREIGHT SERVICE:** The City of Olathe may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
10. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
- First to bidder offering firm prices for full contract period; and
  - Second to bidder offering firm prices subject to market price adjustment.
11. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
12. **CONFLICT OF INTEREST:** The contractor, by signing the affidavit form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
13. **TAXES:** The City of Olathe is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.
14. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
15. **PERSONNEL PRACTICES:** Successful bidder must comply with K.S.A., 44-1030 et. seq. mandatory provisions of the Kansas Acts Against Discrimination as applied to state and local government contracts, which: (1) prohibits discrimination against any person in the performance of work under this contract because of race, religion, color, sex, national origin or ancestry; (2) requires solicitations or advertisements for employees to include the phrase "equal opportunity employer"; and (3) allows the City to terminate their contract for default if provisions of the act are violated.
- Chapter 2.44 of the Olathe Municipal Code also prohibits discrimination against individuals in the performance of this contract as a matter of concern to the City, since such discrimination threatens not only the rights and privileges of the inhabitants of the City, but menaces the institutions and foundations of a free democratic state. The affirmative action program is designed to insure a good faith effort will be made to employ applicants and to treat employees during employment equally without regard to race, color, creed or religion, physical handicap, national origin or sex.

All bidders who are awarded a Class I Contract (\$10,000 or more in aggregate) are required to complete a Questionnaire on Personnel Practices for the City's Office of Fair Housing and Equal Opportunity, 200 West Santa Fe, Olathe KS 66061, 913-971-6493. Form must be completed and approved by the FHEO before contract for goods or services is in effect. Approved vendors will be issued a certification number by FHEO. Certification must be renewed annually.

The City of Olathe actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The contractor shall establish appropriate procedures and controls so no services or products in response to this IFB will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

16. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:

1. Termination for Convenience

In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

2. Termination for Cause

Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.

3. Termination Due to Unavailability of Funds

When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.

17. **W-9 REQUIREMENT:** The City of Olathe requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Olathe. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor. A W-9 Form must be completed. Form W-9 can also be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Payment shall not be made to contractor without a current W-9 form being filed with the City of Olathe.

18. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.

19. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Olathe. Personal or company checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed.

20. **PERFORMANCE BOND:** At the discretion of the Procurement Manager, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Kansas. The cost of the bond shall be included in the bidder's offer.
21. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Procurement Manager of the City of Olathe.
22. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
23. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.
24. **PURCHASING CARDS:** The City of Olathe has implemented a procurement card program to streamline its purchasing process and to expedite payments to its suppliers. We encourage your acceptance of the City's VISA P-card. Payments made to the successful bidder of this solicitation process will, if at all possible, be by use of a VISA Purchasing Card.
25. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Division, [apolathe@olatheks.org](mailto:apolathe@olatheks.org) or mail to PO Box 768, Olathe KS 66051-0768. Normal pay periods for the City are every other Friday.
26. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the state of Kansas.
27. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Procurement Manager of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
  2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
  3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
  4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
  5. Approved price changes are not applicable to orders already issued and in process at time of price change.
  6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
  7. The Procurement Manager retains the right to determine whether or not such proposed price changes are in the best interests of the City.

8. If in the opinion of the Procurement Manager any proposed increase is found unacceptable, the Procurement Manager reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
  9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Manager on the mailing lists for such publications so the Procurement Manager can monitor said changes. Such membership will be at no cost to the City.
  10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
- 
28. **CERTIFICATE OF GOOD STANDING:** All contractors awarded a contract in the amount of \$25,000 or higher are required to submit a current Kansas Certificate of Good Standing to the City with a valid verification code, upon award of contract. The Certificate is issued by the Kansas Secretary of State's Office and affirms that a business has complied with the applicable provisions of the laws of the state of Kansas, is in good standing, and authorized to transact business or to conduct affairs within this state. Access the Kansas Secretary of State website at [http://www.sos.ks.gov/other/articles\\_of\\_formation.html](http://www.sos.ks.gov/other/articles_of_formation.html) for information. Kansas companies can file online. Foreign companies cannot yet file online. Foreign companies would need to complete and submit the FA, FL, FLLP, or LPF forms to receive the information needed to register with the Secretary of State then get a Certificate of Good Standing thereafter. You may call the Kansas Secretary of State office at 785-296-4564 if you have questions.



**CITY OF OLATHE, KANSAS**  
**PERFORMANCE & MAINTENANCE BOND**  
**Olathe Community Center Natatorium Renovation**  
**Project No. 6-R-001-22**

\_\_\_\_\_, as surety ("Surety"), and  
\_\_\_\_\_, as principal ("Contractor"),  
enter into and execute this Bond ("Performance Bond"), and bind themselves in favor of the City of Olathe,  
Kansas as obligee ("Owner"), in the initial amount of  
\$\_\_\_\_\_, which amount is one hundred  
percent (100%) of the Contract Sum, or such greater amount as the Contract Sum may be adjusted from  
time to time in accordance with the Contract between the Contractor and Owner, (the "Penal Sum").

WHEREAS, the Contractor has executed a contract with the Owner dated \_\_\_\_\_ under  
City Project No. 6-R-001-22 Olathe Community Center Natatorium Renovation to timely and fully provide  
all labor, tools, equipment and materials or supplies in conformance with generally accepted standards  
for quality, skill and construction of similar projects in a workmanlike manner, as designated, described  
and required by the Instruction to Bidders, Bid Proposal, the Contract Documents, General and Technical  
or Special Specifications of the Contract, Plans, and any Written Addendum's or Change Orders,  
(hereinafter collectively referred to as the "Contract"), as may be necessary to ensure the timely  
completion of the Olathe Community Center Natatorium Renovation Project in the City of Olathe, Johnson  
County, Kansas (the "Project");

WHEREAS, the Owner has required the Contractor to furnish this Performance and Maintenance Bond as  
a condition to executing the Contract with the Contractor, and has further required the Contractor to  
guarantee and maintain the Project work in accordance with the Contract for a period of one (1) years  
from the date of final payment.

It is agreed if the Contractor shall in all particulars promptly and faithfully perform each and every  
covenant, condition, and part of the Contract, according to the true intent and meaning in each case, then  
this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators,  
executors, successors and assigns agree:

- 1) The Contract is incorporated by reference and made a part of this Bond. The Surety and the Contractor are bound for the full performance of the Contract including without exception all of the Contract Documents as designated, defined and described in the Contract, and in accordance with all terms and conditions, both express and implied.
- 2) If the Owner shall provide to Surety the written notice of the Owner stating that the Contractor is in breach or default of the Contract, and that such breach or default remains uncured by the Contractor, then upon delivery of such notice to the Surety in the method for providing notices as set forth in Paragraph 7 below, Surety must promptly notify the Owner in writing which action it will take as permitted in Paragraph 3.

- 3) Upon the delivery of the Owner's written notice of breach or default by the Contractor as provided in Paragraph 2 above, the Surety may promptly remedy the breach or default or must, within ten (10) days, proceed to take one of the following courses of action:
- a. **Proceed Itself.** Complete performance of the Contract including correction of defective and nonconforming Work through its own contractors or employees, approved as being acceptable to the Owner, in the Owner's sole discretion, provided, however, that Contractor will not be retained, and provided further that Owner's discretion to approve Surety's contractor will not be unreasonably withheld as to any contractor who would have qualified to offer a proposal on the Contract and is not affiliated with the Contractor. During this performance by the Surety the Owner will pay the Surety from its own funds only those sums as would have been due and payable to the Contractor under the Contract as and when they would have been due and payable to the Contractor in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the Owner under the Contract. During this performance Surety's payment and performance bond must remain in full force and effect; or
  - b. **Tender a completing contractor acceptable to Owner.** Tender a contractor, approved as being acceptable to the Owner (in the Owner's sole discretion), together with a contract for fulfillment and completion of the Contract executed by the completing contractor, to the Owner for the Owner's execution. Owner's discretion to approve Surety's completing contractor will not be unreasonably withheld as to any contractor who would have qualified to offer a proposal on the Contract and is not affiliated (as defined in the General Conditions of Contract) with the Contractor. Owner's discretion to approve Contractor as the completing contractor, however, shall be in Owner's sole subjective discretion. Upon execution by the Owner of the contract for fulfillment and completion of the Contract, the completing contractor must furnish to the Owner a performance bond and a separate statutory payment bond, each in the form of those bonds previously furnished to the Owner for the Project by the Contractor. Each such bond must be in the Penal Sum of the full cost to complete the Contract. The Owner will pay the completing contractor from its own funds only those sums as would have been due and payable to the Contractor under the Contract as and when they would have been due and payable to the Contractor in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the Owner under the Contract. To the extent that the Owner is obligated to pay the completing contractor sums which would not have then been due and payable to the Contractor under the Contract (any sums in excess of the then remaining Contract balance less any sums due the Owner under the Contract), the Surety must pay to the Owner the full amount of those sums at the time the completing Contractor is tendered to the Owner so that the Owner can utilize those sums in making timely payment to the completing contractor; or
  - c. **Tender the Full Penal Sum.** Tender to the Owner the full Penal Sum of the surety bond. The Owner will refund to the Surety without interest any unused portion not spent by the Owner procuring and paying a completing contractor or completing the construction contract itself, plus the cost allowed under Section 4, after completion of the contract for fulfillment and completion of the Contract and the expiration of any applicable warranties; or



- d. **Other Acts.** Take any other acts mutually agreed upon in writing by the Owner and the Surety.
- e. **IT SHALL BE NO DEFENSE TO SURETY'S OBLIGATION TO UNDERTAKE ONE OF THE PRECEDING COURSES OF ACTION THAT THE CONTRACTOR CONTENTS THAT IT IS NOT IN BREACH OR DEFAULT OF THE CONTRACT, OR THAT THE NOTICE OF BREACH OR DEFAULT WAS DEFECTIVE, OR THAT THE CONTRACTOR HAS RAISED ANY OTHER CLAIM OF DEFENSE OR OFFSET, PROVIDED ONLY THAT SURETY HAS RECEIVED THE WRITTEN NOTICE OF THE OWNER AS SPECIFIED IN PARAGRAPH 2.**
- 4) In addition to those duties set forth herein above, the Surety must promptly pay the Owner (i) all losses, costs and expenses resulting from the Contractor's breach(es) or default(s), including, without limitation, fees, expenses and costs for architects, engineers, consultants, testing, surveying and attorneys, plus (ii) liquidated or actual damages, whichever may be provided for in the contract, for lost use of the Project, plus (iii) re-procurement costs and fees and expenses, plus (iv) costs incurred at the direction, request, or as a result of the acts or omissions of the Surety; provided that in no event shall Surety's liability exceed the Penal Sum of this Bond.
- 5) The Surety waives notice of any Modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the Work to be performed. The parties expressly agree that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Sum more than 25 percent (25%), so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement so amended. The term "*amendment*" or "*modification*" wherever used in this Bond, and whether referring to this Bond or the Contract, shall include any alteration, addition, extension, or modification of any character whatsoever.
- 6) The Surety provides this Performance Bond for the sole and exclusive benefit of the Owner and, if applicable, any dual obligee designated by attached rider, together with their heirs, administrators, executors, successors, and assigns. No other party, person or entity has any rights against the Surety.
- 7) All notices to the Surety, the Contractor or the Owner must be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

**SURETY**

Name: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Street: \_\_\_\_\_  
City, State, \_\_\_\_\_  
ZIP: \_\_\_\_\_

**CONTRACTOR**

Name: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Street: \_\_\_\_\_

City, State,  
ZIP:

---

**OWNER**

City of Olathe, Kansas  
Attn: Dustin Fergen, Facilities Project Manager  
P.O. Box 768  
Olathe, KS 66051-0768

**with a copy to:**

City Attorney's Office  
P.O. Box 768  
Olathe, KS 66051-0768

- 8) The recitals contained in this Performance and Maintenance Bond are incorporated by reference herein and are expressly made part of this Performance and Maintenance Bond.
- 9) This Performance and Maintenance Bond shall be governed by, and construed in accordance with, the laws of the State of Kansas without regard to its conflict of laws provisions.
- 10) In the event any legal action shall be filed upon this Performance and Maintenance Bond, venue shall lie exclusively in the District Court of Johnson County, Kansas.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN TESTIMONY WHEREOF**, said Contractor has hereunto set his/her hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at

\_\_\_\_\_ ,

on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Contractor**

**Surety**

\_\_\_\_\_  
(Typed Firm Name)

\_\_\_\_\_  
(Typed Firm Name)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

By:

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Date of Execution)

\_\_\_\_\_  
(Date of Execution)

**(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)**

STAFF NOTES:

1. Date of bond must not be prior to date of contract.
2. If Contractor is partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
4. Accompany this bond with Attorney-in-Facts Authority from the surety company certified to include the date of the bond.



**CITY OF OLATHE, KANSAS  
STATUTORY BOND**

\_\_\_\_\_, a \_\_\_\_\_, organized under the laws of the state of \_\_\_\_\_, and authorized to do business in the state of Kansas, as surety ("Surety"), and Mid-America Pool Renovation Inc., as principal ("Contractor"), enter into and execute this Bond ("Statutory Bond"), and bind themselves unto the City of Olathe, Kansas and any Beneficiary of this Statutory Bond, in the initial amount of \$ 325,000.00, which amount is one hundred percent (100%) of the Contract Sum, or such greater amount as the Contract Sum may be adjusted from time to time in accordance with the Contract between the Contractor and the City of Olathe as Owner, (the "Penal Sum").

WHEREAS, the Contractor has executed a contract with the Owner dated \_\_\_\_\_ under City Project No. 6-R-001-22, Community Center Natatorium Renovation Project to timely and fully provide all labor, tools, equipment and materials or supplies in conformance with generally accepted standards for quality, skill and construction of similar projects, in a workmanlike manner, designated, described and required by the Instruction to Bidders, Bid Proposal, the Contract, General and Technical or Special Specifications of the Contract, and any Written Addendum's or Change Orders, (the "Contract"), used or consumed in connection with or in or about the Community Center Natatorium Renovation Project in the City of Olathe, Johnson County, Kansas (the "Project");

WHEREAS, the Owner has required the Contractor to guarantee payment of all labor, materials, tools, equipment or supplies furnished pursuant to the Contract for the Project that were used or consumed in connection with or in or about the Project, and all indebtedness incurred for labor furnished, materials, tools, equipment or supplies, used or consumed in connection with or in or about the Project, and

WHEREAS, the Owner has required the Contractor to furnish this Statutory Bond as a condition to awarding and executing the Contract with the Contractor, to guarantee the stated obligations.

NOW THEREFORE, if the Contractor and the subcontractors of the Contractor shall pay all indebtedness incurred for labor furnished, materials, tools, equipment or supplies, used or consumed in connection with or in or about the Project, or the making of the Project improvements described in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect;

The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree:

- 1) The Contract is incorporated by reference and made a part of this Bond. The Surety and the Contractor are bound for the full performance of the Contract and all of the terms and conditions, both express and implied, and, without limitation, specifically including the Contractor's obligation to pay all indebtedness incurred for labor furnished, materials, tools, equipment or supplies, used or consumed in connection with or in or about the Project.
- 2) For purposes of this Statutory Bond, "Beneficiary" is defined as any person or entity to whom there is due any sum for labor, materials, tools, equipment or supplies furnished pursuant to the Contract for the Project that were used or consumed in connection with or in or about the Project, or whom otherwise incurred indebtedness for labor furnished, materials, tools, equipment or supplies, used or consumed in connection with or in or about the Project, and any such person or entity's assigns.

- 3) In no event is the Surety obligated hereunder for sums in excess of the Contract Sum or such greater amount as the Contract Sum may be adjusted from time to time in accordance with the Contract between the Contractor and Owner.
- 4) Upon receipt of a claim from a Beneficiary hereunder, the Surety must promptly, and in no event later than thirty (30) days after receipt of such claim, respond to such claim in writing (furnishing a copy of such response to the Owner) by:
- a. making payment of all sums not in dispute; and
  - b. stating the basis for disputing any sums not paid.
- 5) The Surety waives notice of any Modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the Work to be performed in connection with the Project. The parties expressly agree that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Sum more than 25 percent (25%), so as to bind the Contractor and the Surety to the full and faithful performance of the Contract so amended. The term "*amendment*" or "*modification*" wherever used in this Bond, and whether referring to this Bond or the Contract, shall include any alteration, addition, extension, or modification of any character whatsoever.
- 6) METHOD OF NOTICE. All notices to the Surety, the Contractor or the Owner must be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

**SURETY**

Name: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Street: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_

**CONTRACTOR**

Name: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Street: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_

**OWNER**

City of Olathe, Kansas  
Infrastructure  
Attn: Dustin Fergen, Project Manager  
1385 S. Robinson Rd.  
Olathe, Kansas 66051-0768

**with a copy to:**

City Attorney's Office  
P.O. Box 768  
Olathe, KS 66051-0768

- 7) The recitals contained in this Statutory Bond are expressly made part of this Statutory Bond.
- 8) This Statutory Bond shall be governed by, and construed in accordance with, the laws of the State of Kansas without regard to its conflict of laws provisions.
- 9) In the event any legal action shall be filed upon this Statutory Bond, venue shall lie exclusively in the District Court of Johnson County, Kansas.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



IN TESTIMONY WHEREOF, said Contractor has hereunto set his/her hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at

\_\_\_\_\_ ,

on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Contractor**

**Surety**

\_\_\_\_\_  
(Typed Firm Name)

\_\_\_\_\_  
(Typed Firm Name)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

By:

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Date of Execution)

\_\_\_\_\_  
(Date of Execution)

**(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)**

STAFF NOTES:

1. A Statutory Bond is required only in connection with a Contract exceeding One Hundred Thousand dollars (\$100,000.00) in accordance with K.S.A. 60-1111 as amended.
2. **Contractor** shall be responsible for ensuring this Statutory Bond is filed with the Clerk of the District Court for Johnson County, Kansas.
3. Date on bond must not be prior to date of contract.
4. If Contractor is partnership, all partners should execute bond.
5. Surety companies executing bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
6. Accompany this bond with Attorney-in-Facts Authority from the surety company certified to include the date of the bond.



BID FORM  
P.N. 6-R-001-22  
CITY OF OLATHE, KANSAS

The following table is a list of bid items, estimated quantities, and the unit prices submitted by the bidder for the Olathe Community Center Natatorium Renovation project, PN 6-R-001-22

Schedule of Values

	ITEM	UNITS	APPROX. QUANTITY	UNIT PRICE		AMOUNT DOLLARS
				DOLLARS	CENTS	
1	OCC Pool Basin Plaster Replacement	S.F.	1	\$325,000	0	\$325,000.00
TOTAL BASE BID:						\$325,000.00

**6-R-001-22 Bid Alternates: None**

	ITEM	UNITS	APPROX. QUANTITY	UNIT PRICE		AMOUNT DOLLARS
				DOLLARS	CENTS	
1						
2						

The CITY reserves the right to award the contract in the base bid amount or any combination of base bid and any or all bid alternates.

The Bidder acknowledges receipt of Addenda:

#1 - 03/06/2024

Proposed number of calendar days to achieve final completion from issuance of the Notice to Proceed:

The project will be completed within the proposed time frame outlined in the bid specifications. 6 weeks

**Mid-America Pool Renovation, Inc.**

**816-994-3300**

Contractor

Telephone Number

By

**President**

Title

**Austin Kateusz**

Contact Person

**03/14/2024**

Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Mid-America Pool Renovations, Inc. a  
Corporation duly organized under the laws of the State of Missouri, as PRINCIPAL, and  
United Casualty and Surety Insurance Company a corporation duly organized under the laws of the State of Nebraska as SURETY, are held  
and firmly bound unto the City of Olathe, Kansas, herein after called the City of Olathe, in the penal sum of Five Percent of the Amount of Bid  
(5 %), for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid,  
dated March 21, 20 24, for the following project:  
Olathe Community Center Natatorium Renovation, Pool Basin Replaster

NOW, THEREFORE, if the Principal shall not withdraw said Bids within the period specified therein after the opening of the same, or,  
if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified,  
within ten (10) days after the prescribed forms are presented to SURETY for signature, enter into a written Contract with the City of Olathe in  
accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance  
and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such  
Contract and give such bond within the time specified, if the Principal shall pay the City of Olathe the difference between the amount specified in  
said Bid and the amount for which the City of Olathe may procure the required work or supplies for both, if the latter be in excess of the former,  
then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 12th day  
of March, 20 24, the name and corporate seal of each corporate party being hereto affixed.

PRINCIPAL

Mid-America Pool Renovations, Inc. (SEAL)  
(Principal)

Business Address: 5929 E 154th Terrace  
Grandview, MO 64030

By: [Signature]  
(Corp. Principal)

Austin Kateusz, President  
(Title)

Witness: [Signature]

SURETY

United Casualty and Surety Insurance Company (SEAL)  
(Surety)

By: [Signature]  
Attorney-in-Fact, State of Colorado

Surety Phone No: 800-424-0132

Witness: [Signature]



**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
US Casualty and Surety Insurance Company  
United Surety Insurance Company

## POWER OF ATTORNEY

Agency No: 172158

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Jeffery L. Booth, Jason S. Centrella, James E. Feldner, Scott E. Stoltzner, Arthur S. Johnson, Stefan E. Tauger, Melanie J. Stokes, Alicia Anne Suarez, Alane Skaff

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Five Hundred Thousand & 00/100 Dollars (\$3,500,000.00). This Power of Attorney shall expire without further action on December 31<sup>st</sup>, 2024.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1<sup>st</sup> day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 19th day of July, 2023



**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
US Casualty and Surety Insurance Company  
United Surety Insurance Company

*Michael T. Porsch*

Michael T. Porsch, Treasurer

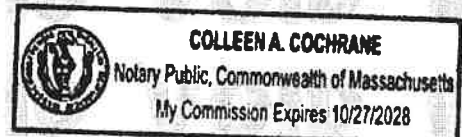
### Corporate Seals

Commonwealth of Massachusetts  
County of Middlesex ss:

On this 19th day of July, 2023, before me, Colleen A. Cochrane, a notary public, personally appeared, Michael T. Porsch, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.  
WITNESS my hand and seal.

*Colleen A. Cochrane* (Seal)  
Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Newton, Massachusetts this 12<sup>th</sup> day of March, 20 24

### Corporate Seals



*Robert F. Thomas*

Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: CONFIRMBOND@UNITEDCASUALTY.COM





## Material Safety Data Sheet

### SECTION 1 - PRODUCT AND COMPANY IDENTIFICATION:

- 1.1 Product Name:** Diamond Brite
- 1.2 Company Identification:** Southern Grouts and Mortars, Inc.  
1502 SW 2nd Place  
Pompano Beach, Florida 33069  
(954) 943-2288

### SECTION 2 - COMPOSITION / INFORMATION ON HAZARDOUS INGREDIENTS

Ingredient:	CAS #:	Occupational Exposure Limit:
1) Portland Cement	65997-15-1	OSHA PEL: 50 MPPCF ACGIH TLV: 10 mg/m3 - TWA
2) Pigments Nuisance Dust		OSHA PEL: 5 mg/m3 (Respirable dust) 15 mg/m3 (Total dust) ACGIH TLV: 10 mg/m3 - TWA
3) Silica Sand	14808-60-7	OSHA PEL: 0.1 mg/m3 (Respirable dust) 0.3 mg/m3 (Total dust) ACGIH TLV: 0.1 mg/m3 (Respirable dust)

### SECTION 3 - PHYSICAL / CHEMICAL PROPERTIES

#### 3.1 Appearance and Odor

Physical state: Coarse Textured Powder  
Color: Gray/White o Colored  
Odor: none

#### 3.2 Physical Data

Boiling Point: N/A  
Melting Point: N/A  
Vapor Pressure: N/A  
Vapor Density: N/A  
Evaporation Rate: N/A  
Solubility in Water: Miscible  
Specific Gravity: 2.5

### SECTION 4 - FIRE AND EXPLOSION DATA

**Flash Point:** N/A  
**Flammable Limits:** N/A  
**Extinguishable Media:** N/A

**Special Fire Fighting Procedures:** N/A  
**Unusual Fire and Explosion Hazards:** N/A

\* **Note:** Colors may contain one or more of the following pigments: Yellow Iron Oxide (CAS 57124-00-1), Red Iron Oxide (CAS 1309-37-1), Black Iron Oxide (CAS 1317-61-9), Chromium Oxide (CAS 1308-38-9), Carbon Black (CAS 1333-86-4), Metal Oxide Silicate (CAS 12713-03-03-0), Titanium Dioxide (CAS 13463-67-7), Phthalocyanine Blue (CAS 471-34-1, CAS 574-37-5), Calcium Carbonate (CAS 1317-65-3).

### SECTION 5 - STABILITY AND REACTIVITY DATA

**Stability:** Stable  
**Incompatibility (Materials to avoid):** Mineral Acids  
**Hazardous Decomposition or Byproducts:** Thermal Decomposition may cause CO  
**Hazardous Polymerization:** N/A



**SECTION 6 - HEALTH HAZARD DATA****6.1 Primary Routes of Entry:**

Eyes: Yes

Skin: Yes

Inhalation: Yes

Ingestion: Yes

**6.2 Health Hazards**

**Acute:** Can dry the skin and cause alkali burns, dust can irritate eyes and upper respiratory systems.

**Chronic:** Inhalation can cause inflammation of interior of nose, throat, respiratory tract with symptoms of headache and nausea.

**Carcinogenicity:** Prolonged exposure to dust over the TLV may cause scarring of lungs and delayed lung injury (silicosis)

**NTP:** No**Monographs:** No

**Signs and Symptoms of Exposure:** Shortness of breath, excessive inhalation, headache, nausea and dizziness

**Medical Conditions Aggravated by Exposure:** Not known

**6.3 Emergency and First Aid Procedure:**

Irrigate eyes with water. Wash exposed skin areas with water. Remove person to fresh air. If accidentally ingested consult physician.

**SECTION 7 - PRECAUTIONS FOR SAFE HANDLING AND USE****7.1 Handling and Storage:**

Protect from moisture

**7.2 Other Precautions:**

Do not breathe dust and avoid contact with skin and eyes

**7.3 Released or Spilled:**

Scrape up and place in closed container.

**7.4 Waste Disposal Method:**

Dispose as common waste according to local, state and Federal Regulations

**SECTION 8 – CONTROL MEASURES**

**Respiratory Protection:** None if well ventilated

**Ventilation:** Yes**Local Exhaust:** Yes**Mechanical:** N/A**Special:** N/A

**Protective Gloves:** Rubber gloves recommended

**Eye Protection:** Tight fitting safety goggles

**Other Protective Clothing:** N/A

**Work Hygienic Practices:** Avoid contact with skin, eyes and clothing. Wash thoroughly after handling

**Date:** 08.2011

**Disclaimer:**

The information contained herein is based on data considered accurate. However, no warranty is expressed or implied regarding the accuracy. Since the use of this information and the conditions of use of the product are not within the control of Southern Grouts and Mortars, Inc., it is the users obligation and responsibility to determine the condition of safe use of the product. SGM Inc., assumes no responsibility for personal injury or property damage.

# Factory Trained



Presents:

## MID-AMERICA RENOVATION, INC.

Factory Trained on Diamond Brite, Diamond Brilliance, River Rok, Durazzo, and Ultra Pearl Brite Swimming Pool & Spa Finishes; Bond Kote, and Spray Deck Systems; and is authorized to offer appropriate SGM Inc. limited warranties where and when applicable.



A handwritten signature in black ink, appearing to read "Mike D.", written over a horizontal line.

January 2023 - January 2025

*Or Star*  
**SPRAY DECK**

**SPRAY DECK**

**BOND KOTE**

**DIAMOND BRITE**  
EXPOSED AGGREGATE POOL FINISHES

**DIAMOND**  
*Brilliance*

**River Rok**  
NATURAL POLISHED POOL FINISH

**Durazzo**  
Polished Marble Pool Finish

**Ultra Pearl Brite**  
High-Performance Pool Plaster

1502 S.W. 2nd Place, Pompano Beach, FL 33069

Phone: 800.641.9247 Fax: 954.943.2288



12/4/2023

To Whom It May Concern:

Mid-America Pool Renovation, Inc. uses 40,000 PSI Hydro-blasting as their standard surface preparation method for all cement-based surface applications. This procedure removes all loose or deteriorated material and leaves a surface that is rough, coarse, and porous enough to ensure that the Diamond Brite can achieve a solid mechanical bond. As such, a bonding agent is not needed prior to the installation of the new surface.

Thank you for specifying SGM swimming pool finishes and surface preparation products.

Please contact our office with any questions

Regards,

Doug Robertson

Manager of Business Development

Phillip Greggs

Technical Manager

**Southern Grouts and Mortars, Inc.**

1502 SW 2nd Place, Pompano Beach, FL 33069 954.943.2288 800.641.9247 954.943.2402 [www.sgm.cc](http://www.sgm.cc)

Pompano Beach, FL • Tampa, FL • Dallas, TX

# Mid-America Pool Renovation, Inc.

## Cement-Based Plaster, Diamond Brite® & Aggregate Surfaces

### CEMENT-BASED SURFACES TECHNICAL SPECIFICATIONS

Compiled and Adapted from the National Plasterers Council TECHNICAL MANUAL, EIGHTH EDITION, The Association of Pool & Spa Professionals (APSP), Service Tech Manual, 5th Edition, the National Association of Corrosion Engineers (NACE) COATINGS AND LININGS FOR IMMERSION SERVICE, The Society for Protective Coatings (SSPC) The Fundamentals of Cleaning and Coating CONCRETE, the United States Department of the Interior, Bureau of Reclamation, Guide to Concrete Repair, publications from the INTERNATIONAL CONCRETE REPAIR INSTITUTE, the CSI *MasterFormat*, the American National Standard for Plastering or Swimming Pools and Spas, ANSI 2015, other chemical and technical publications and journals addressing swimming pool surfacing, materials usage and Mid-America Pool Renovation, Inc.'s SWIMMING POOL RE-PLASTER ISSUES.

## PART 1-GENERAL

### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications sections, apply to this section.

### 1.02 SUMMARY OF WORK INCLUDED

- A. This section includes preparation and installation information on MID-AMERICA POOL RENOVATION, Inc.'s Cement-Based surfaces' procedures, including pool plaster (marcite), Diamond Brite®, pebblecrete or other aggregate materials, to items and surfaces scheduled, including MID-AMERICA POOL RENOVATION, Inc.'s surface preparation, cleaning procedures, and material placement recommendations.
- B. Types of materials or systems required for the project include:
  - 1. Cement-Based materials for Submerged Swimming Pool Use:
    - a. Pool Plaster (marcite), Diamond Brite®, pebblecrete and other aggregate materials made for submerged or immersed environmental conditions and comprised of a cement binder, silica quartz, limestone (dolomite), pebble rocks, additives and water, forming an integral fully bonded, low permeable, water-proofing system.

## **1.03 RELATED WORK**

A. Related work which is specified elsewhere

1. EXISTING CONDITIONS, DIVISION 02, 70 00
  - a. 02 32 23 Groundwater Monitoring Before Construction
  - b. 02 71 00 Groundwater Treatment
  - c. 33 24 13 Groundwater Monitoring During Construction
2. CONCRETE, DIVISION 03, 03 00 00
  - a. 03 35 00 Concrete Finishing
  - b. 03 37 19 Pneumatically Placed Concrete
  - c. 03 39 00 Concrete Curing
  - d. 03 60 00 Grouting
3. MASONRY, DIVISION 04, 04 04 00 00
4. FINISHES, DIVISION 09
  - a. 09 01 00 Maintenance of Finishes
  - b. 09 25 00 Other Plastering
  - c. 09 27 00 Plaster Fabrications
  - d. 09 30 00 Tiling
5. SPECIAL CONSTRUCTION, DIVISION 13, 13 00 00

## **1.04 REFERENCES**

A. Publications listed herein are part of this specification to the extent referenced. The criteria established in the specifications shall take precedence over the standards referenced herein.

### **1. American Society for Testing and Materials (ASTM)**

- a. ASTM D 4259 - 88 (Reapproved 2012), Standard Practice for Abrading Concrete.
- b. ASTM D 4258 - 05 (Reapproved 2012), Standard Practice for Surface Cleaning Concrete for Coating.
- c. ASTM D 5295 - 00, Standard Guide for Preparation of Concrete Surfaces for Adhered (Bonded) Membrane Waterproofing Systems

### **2. American National Standards Institute (ANSI)**

- a. Standard Specifications for the Installation of Ceramic Tile



### **3. International Concrete Repair Institute (ICRI)**

- a. Concrete Repair Manual, Fourth Edition, Volumes 1 & 2
- b. Guideline No. 310.1R-2008, Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion.
- c. Guideline No. 03732, Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays
- d. Guideline No. 03733, Guide for Selecting and Specifying Materials for Repair of Concrete Surfaces
- e. Guideline No. 03731, Guide for Selecting Application Methods for the Repair of Concrete Surfaces
- f. Technical Guideline No. 03737, Hydrodemolition

### **4. American Concrete Institute (ACI)**

- a. Field Guide to Concrete Repair Application Procedures, Concrete Removal Using Hydrodemolition
- b. Concrete Repair Manual, Fourth Edition, Volumes 1 & 2

### **5. The Construction Specifications Institute**

- a. Construction Documents Technology

### **6. Society for Protective Coatings (SSPC)**

- a. Surface Preparation Specifications and Practices
- b. SSPC-VIS 2, Standard Method of Evaluating Degree of Rusting on Painted Steel Surfaces

### **7. Association of Pool & Spa Professionals (APSP)**

- a. SERVICE TECH MANUAL, 4th Edition

### **8. National Plasterers Council**

- a. Technical Manual, Seventh Edition

### **9. National Association of Corrosion Engineers (NACE)**

- a. COATING & LININGS FOR IMMERSION SERVICE

### **10. The Society for Protective Coatings (SSPC)**

- a. The INSPECTION of COATINGS and LININGS
- b. The Fundamentals of Cleaning and Coating Concrete
- c. Surface Preparation Specifications and Practices

**11. International Standards Organization (ISO)**

- a. The Rust Grade Book

**12. International Code Council (ICC)**

- a. International Swimming Pool and Spa Code
- b. Concrete Manual, Concrete Quality and Field Practices

**13. WaterJet Technology Association**

- a. Recommended Practices for the Use of High Pressure Waterjetting Equipment

**14. Tile Installations**

- a. Tile Council of North America Handbook for Ceramic, Glass and Stone Tile Installation
- b. American National Standard Institute Specifications for Installation of Ceramic Tile

**15. British Adhesives & Sealants Association**

- a. Manual of Good Practice in Sealant Application

**16. Laticrete International**

- a. Tile Installation Handbook
- b. Technical Design Manual, Tiled Swimming Pools, Fountains and Spas

**17. United States Department of the Interior Bureau of Reclamation**

- a. Guide to Concrete Repair

**18. Perkins, Philip H.,**

- a. Swimming Pools, A Treatise on Planning Layout, Design & Construction  
Water Treatment and Other Services Maintenance and Repairs

**19. Plastering Plain and Decorative**

## 1.05 DEFINITIONS & ACRONYMS

**Acid Washing:** Abrading a Cement-Based surface in order to clean and remove inorganic or chemical stains such as rust or copper sulfate, or to soften and remove calcium deposits; or to remove the film of a cement-based binder to expose aggregates or rock pebbles.

**Additive:** A material added to a Cement-Based mix to either accelerate or retard the setting time, or to aid in its workability, or to color the material being used.

**Aggregate:** An inert granular material such as Pool Mix (limestone / dolomite), sand, silica quartz, etc. Aggregates form a component of a material matrix mix and are generally held together by a cement binder.

**APSP:** Association of Pool & Spa Professionals

**Beadcrete®:** Pool surfacing material containing spherical glass particles, graded aggregates and a polymer-modified cement binder.

**Binder:** Cementing component of a mix that holds other components together.

**Bleaching:** Physical or Chemical action on the surfacing material resulting from the effects of direct sunlight, or drying, or curing process on the material matrix.

**Bleeding:** Diffusion of moisture arising from the material matrix to the surface.

**Blister:** Rounded or oval elevation of the surfacing material that is generally a product of trapped air in the material matrix and generally removed by troweling as the material matrix hardens.

**Bond:** Physical, mechanical or chemical adhesion forces between particles and or surfaces.

**Bond Coat:** Coating that is applied by rollers or spray to roughen an existing Cement-Based pool surface in preparation for re-surfacing. Bond Coats are generally mixtures of polymer-modified cements, acrylics and / or water based epoxies. Advertised as a suitable 'mechanical' bonding material to old surfaces, the technology is based more on a 'chemical' bonding theory.

**Breathing:** Ability of a material matrix to allow permeability of moisture to pass through the material without destroying the benefits of the material's waterproofing capability.

**Calcium Carbonate:** A chemical compound with the chemical formula  $\text{CaCO}_3$ . It is a common substance found in rock in all parts of the world.

**Calcium Chloride:** Accelerating compound for Cement-Based material mixes.

**Calcium Deposits:** Generally whitish crystals, nodules or deposits precipitating on a hardened surfacing material, tile and tile grout, plastic fittings, etc., resulting from the water's attempt to balance itself (low calcium hardness, low alkalinity or low pH). Most noticeable in dark colored surfaces and in salt-generated chlorine treated swimming pools.

**C.A.S.:** Chemical Abstracts Service

**Caulk:** Elastomeric material used to seal against moisture penetration and to allow for expansion and contraction within various types of joints.



**Cement:** The binder component in a material matrix. Generally Portland and Hydraulic cements are used in the swimming pool industry.

**Compressive Strength:** The amount of force in psi placed on a flat object.

**Copper Sulfate:** A blue / green chemical deposit on a hardened material surface resulting from low pH pool water in contact with copper in heater cores and elements or in copper components in the pool equipment.

**Coverage:** Generally the spreading rate in f<sup>2</sup> for Cement-Based material mixes.

**Check Cracking / Crazing:** Spider web random patterns in the surface of a plaster finish. These are minute, and are not open cracks. Disappear after the surface is submerged / immersed in water.

**Cracking:** Hairline; very small, generally static, and generally does not penetrate through the entire surface. Structural; varying in width, could be static or dynamic and generally penetrates through the entire surface.

**Cure / Curing:** The toughening and hardening of a material matrix through the process of hydration.

**Diamond Brite®:** Pre-mixed Material Matrix combining colored silica quartz aggregate and polymer-modified cement as a surfacing material for swimming pools.

**Delamination:** Separation in the bond between a material and substrate, or separation between layers of a material.

**Elastomeric:** Polymer having the elastic properties of rubber, being able to stretch or contract, and then return to its natural state.

**Etching:** Physical or Chemical deterioration of a surface.

**Flexural Strength:** Measurement of the maximum strength a material can withstand while being bent under a load before breaking

**Freeze / Thaw Cycling:** Changes in temperatures that create expansion and contraction stress.

**Hydro-Blasting, Ultra High Pressure Water Jetting:** Water blasting in the range of 10,000 psi - 40,000 psi.

**Hydro-Static Pressure:** Water pressure in the sub-surface under a swimming pool or other immersion vessel exerting upward force on the pool or vessel. Hydro-static Pressure can be significant enough to affect surface coating and linings, and can force a pool or vessel out of the ground.

**Krystalkrete®:** Pre-mixed Material Matrix combining colored silica quartz aggregate and polymer-modified cement as a surfacing material for swimming pools.

**Marbelite:** Synonym for Pool Plaster.

**Marcite:** Synonym for Pool Plaster.

**Mottling:** Varying degrees in shading and / or coloration in the surface of a material matrix.

**Plaster Finish:** (Proper, accepted standard) A surface finish no rougher than comparable 220-grit sandpaper.

**Polyurea:** Type of elastomeric compound that is derived from the reaction product of an isocyanate component and a synthetic resin.

**Pool Plaster:** Material matrix consisting of 1-part Portland cement (generally White Portland), and 1-1/2 or 2-parts aggregate (generally limestone / dolomite Pool Mix), or a pre-measured combination of these materials.

**Pop-off:** See Delamination.

**Tensile Strength:** Measurement of the maximum strength a material can withstand while being stretched or pulled before failing or breaking.

**Winterization Levels:** Where areas of the country are affected by freezing temperatures, a swimming pool or other water vessel may require lowering of the water levels, clearing of recirculation lines, etc. See ASAP, Service Tech Manual, 4th Edition, Section 10, pages 18 - 19.

## 1.06 SYSTEM DESCRIPTION

Types of special coating systems required for such projects include:

Cement-Based Surfaces for Submerged Environmental Use:

Systems developed for submerged / immersion service conditions, generally comprised of a cement & aggregate *in situ* terrazzo mix in proportions of 1-Part Portland Cement and 1-1/2 to 2-Parts of a graded limestone or dolomite aggregates, plasticizers and bonding agents as additives. This surface forms an integral, fully-bonded, permeable water proofing coating system for swimming pools and other vessels.

## 1.07 QUALITY ASSURANCE

**A. Manufacturer / Installer Materials:** MID-AMERICA POOL RENOVATION, Inc. has over 10-Years of successful experience as a Cement-Based surfacing and re-surfacing installer.

1. MID-AMERICA POOL RENOVATION, Inc. will provide Daily documented report Sheets during the preparation and installation process gauging surface conditions and the resulting finished product.
2. MID-AMERICA POOL RENOVATION, Inc. will provide and install the cement-based surface that is specified and that is compatible with the concrete, gunite, shot-crete or cement surface undercoat materials.
3. Prior to beginning Work and as a matter of protection for the Owner, MID-AMERICA POOL RENOVATION, Inc. will provide a current Certificate of Insurance, and shall maintain such insurance covering any claims under Workman's Compensation, bodily or property injury, and liability for the duration of the Project.
4. MID-AMERICA POOL RENOVATION, Inc. will provide Performance and Payment Bonds, and a Certified Payroll Report for Prevailing Wage paying Projects.

**B. Source Responsibility & Compatibility:** MID-AMERICA POOL RENOVATION, Inc. will provide all the specified materials and insure compatibility between all materials used for the Project.

**C. Coordination of Work:** MID-AMERICA POOL RENOVATION, Inc. will review job conditions, materials, and the substrate system, and shall notify the Architect or Owner of any problems anticipated in the execution of work or anticipated in using the Cement-Based material that is specified.

**D. Field Samples:** On actual wall and floor surfaces, MID-AMERICA POOL RENOVATION, Inc. will duplicate finished samples of the specified materials.

**E. Material Quality:**

1. MID-AMERICA POOL RENOVATION, Inc. will provide new, unused, bagged material identified as from the specified materials' manufacturer.
2. MID-AMERICA POOL RENOVATION, Inc. will provide the best quality grade of the cement-based surface that is specified. This surface is manufactured for submerged environmental conditions, including chlorine, muriatic acid and other swimming pool chemicals, within the limitations and conditions listed below or in application

warranties. Packaged materials not displaying the specified cement-based surface identification name will not be acceptable or used.

3. MID-AMERICA POOL RENOVATION, Inc. will leave a minimum of two (2) unopened bags of material of the same Lot # as used in the Project in the event of need for future use.

**F. Value Engineering:** MID-AMERICA POOL RENOVATION, Inc. is amenable to participating in Value Engineering principles if offered or part of the Construction Agreement specifications.

## 1.08 SUBMITTALS

- A. Product Data:** Trade Names: 1) Pool Plaster, 2) Colored Aggregate finishes, 3) pebblecrete (rock pebbles). Mixture Ingredients: Grey Portland Cement, White Portland Cement, C.A.S. Number: 65997-15-1, made from especially Pure Chalk or Limestone, China Clay low in iron (shall contain not more than 0.50% by weight Ferric Oxide,) and white silica sand; Pool Mix, C.A.S. Number 471-34-1, made from Silica, Quartz, Calcium Carbonate Dust; Crystalline Silica, C.A. S. Number 14808-60-7. Complete Material Data Sheets on all materials used in the application process are available upon request.

1. List each material and cross-reference the specific surface finish system and application. Identify each material by the manufacturer's catalog number and general classification. Complete material labeling placed on all materials used for application. Unique formulations or identification of special materials is a Trade Secret and may not be included.

- B. Sample:** MID-AMERICA POOL RENOVATION, Inc. will submit samples for review of the color and texture of the surface to be provided.

1. MID-AMERICA POOL RENOVATION, Inc. will provide samples of each color and material to be applied with texture to simulate actual conditions, on representative samples of the actual substrate within ten (10) working days of the General Contract award.
  - a. MID-AMERICA POOL RENOVATION, Inc. may provide two 6" square samples for each type color and finish.
  - b. Color : White. Specialty colors / mixes upon request.
  - c. Texture: Smooth, as defined as having the consistency of 220-grit, very fine sandpaper. Aggregate textures vary.

**C. LIMITED WARRANTY**

For a period of 5 years from the date of installation to \_\_\_\_\_, who is the original purchaser of this cement-based surface. This cement-based surface is warranted against any flaking, peeling, popping-off or excessive color change providing the pool is maintained chemically balanced, and full of water (with proper winterization included as per The Association of Pool and Spa Professionals (APSP) Service Tech Manual, 4th Edition, instructions for Plaster Finish pools, pg. 10-29.

## **LIMITATIONS AND EXCLUSIONS**

This warranty only applies to the labor and materials on the newly placed surface material and does not cover any DAMAGE including, but not limited to or from: Failure to completely fill the pool with water within 3-days of receiving notice to fill; Defects in the structure including structural or hairline cracking; Vandalism, intentional or accidental abuse, or neglect; Improper acid washes; Stains or discoloration due to, but not limited to, the improper use of chemicals, improperly maintained water chemistry, or any introduction of metals or metal ions into the water; Improper winterization; Hydro-static water pressure; Any acts of God; or from any intruder after the plaster crew has left the job site, or from any other action outside the course of normal everyday use and care of the surface lining, or from any other action over which Mid-America Pool Renovation, Inc. has no control. Repairs, alterations, or modifications made by persons or entities other than Mid-America Pool Renovation, Inc., are not covered under this warranty. Consequential damages such as, but not limited to, loss of revenue, cost of water, etc., are not covered under warranty.

## **WARRANTY TRANSFER PROCEDURES**

This warranty is hereby issued to the current owner (s) of this property at the time the work is being done, and is transferable only upon a written request. The Qualifications for a Warranty Transfer to a new owner to effect are: 1) An on-site inspection prior to sale completion, 2) A written report after inspection, 3) Handing over the PLASTER INFORMATION SCHEDULE, Guidelines for proper Pool Surface Care, a copy of this Limited Warranty, and any other pertinent reports on the pool to the new owner, and 4) Obtaining signature receipt of such materials from the new owner. The Fee for a Warranty Transfer is \*\$500.00\*.

## **NOTIFICATION – KEEP THIS WARRANTY**

In the event of any claim under this warranty, Contractor shall be notified in writing within ten (10) days of the leak or crack occurring. A copy of the original sales contract and a copy of this warranty must accompany the claim. If not notified as stated and/or the pool is drained, emptied, or work is attempted on the pool area in question prior to an inspection by the Contractor, this warranty shall automatically become null and void with no further responsibility by the Contractor.

Notification shall be sent to:  
Mid-America Pool Renovation, Inc.  
5929 East 154<sup>th</sup> Terrace  
Grandview, MO 64030

## **1.09 DELIVERY, STORAGE, AND HANDLING**

A. MID-AMERICA POOL RENOVATION, Inc. will deliver all packaged materials to the job site in original, new, unopened packages, bags and containers bearing the name and label and the following information:

1. The name of the manufacturer and the Trade Name of the specified cement-based surface materials.
2. Federal Specification number, if applicable.
3. The name, stock & batch number and date of manufacture.

4. Contents by volume, for major pigment and vehicle constituents per each container.
5. Application instructions.
6. Color name and number.
7. Handling instructions and precautions.
8. Material Safety Data Sheets for all material to be used.

- B.** Materials not in actual use will be stored in tightly covered, dry containers at a minimum ambient temperature of 45 degrees, (7 degrees C) in a well-ventilated area. Containers used in storage will be kept in a clean condition, free of foreign materials and residue.

In addition, MID-AMERICA POOL RENOVATION, Inc. will take the necessary precautionary measures to ensure that workman and work areas are adequately protected from any health hazards resulting from handling, mixing and application of the cement-based surface materials.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURERS**

- A.** Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work schedule, but not limited to, as follows:
1. Lehigh Cement Company.
  2. Imerys, Roswell, GA.
  3. Southern Grouts & Mortars, Inc.
  4. CL Industries
  5. 3M Construction
  6. Substitutions / Alternates must have equivalent or better physical properties.

### **2.02 INTERIOR AQUATIC CEMENT-BASED SURFACE MATERIALS**

- A.** System: Cement-based system to be specified. Systems include pool plaster (marcite, marbelite), Diamond Brite®, Kyrstakrete®, Beadcrete®, among others.
- B.** Inspection: MID-AMERICA POOL RENOVATION, Inc. will examine substrates and conditions under which the specified cement-based surface will be installed for compliance with requirements for application. We will not proceed with application until unsatisfactory conditions have been corrected.
1. Starting of installation work will be construed as MID-AMERICA RENOVATION, Inc.'s acceptance of surface within any particular area.
  2. MID-AMERICA POOL RENOVATION, Inc. does not apply cement-based surfaces over dirt, rust, grease, standing water, stuffed surfaces, or conditions otherwise detrimental to formation of a durable, fully attached, watertight surface.



## PART 3 - EXECUTION

### 3.01 PREPARATION

- A. **General:** Remove hardware, hardware accessories, plates, machined surfaces, light fixtures, and similar items and store in a safe, secured place on site until surfacing is completed. On non-removable fixtures, provide surface-applied protection prior to surface preparation and application. Remove these items if necessary for complete surfacing. Following completion of the surfacing operation in each space or area, reinstall items removed using workmen skilled in trades involved. Securely cover all gutter areas. Place air-blown fittings in all main drain suction lines to block debris from entering the filter system. Plug all return, or other orifice lines throughout the entire pool.
1. Clean surfaces to be surfaced before applying the cement-based surface. Program cleaning and application so that dust and other contaminants from the cleaning process will not fall on the new, wet surface materials.
- B. **Surface preparation Summary:** Perform surface preparation and cleaning in compliance with MID-AMERICA POOL RENOVATION, Inc.'s instructions for the particular substrate conditions as specified herein.
1. Notify the Purchaser in writing of anticipated problems using surface preparation of methods and coatings specified with substrates furnished by the specified manufacturers.
  2. Verify that the surface is sound, that all surface preparation, expansion or control joint repairs if any, and other preparatory work are satisfactorily completed prior to applying the specified cement-based surfacing materials.
- C. **Cement / Concrete Surfaces:** Prepare cement or concrete surfaces, (shot-crete, gunite, formed concrete, pool plaster, marcite, pebblecrete, Diamond Brite®, brown-coat / render), to receive new surfacing materials by removing efflorescence, laitance, chalk, dust, grease, oils, and by various means of roughening (UHP-WJ Hydro-blasting) if required, to remove glaze. If hardeners or sealers have been used to improve concrete curing and detected by UV Light Testing or other means, use mechanical methods of surface preparation (brush-blasting, Hydro-blasting or scarification).
1. **Surface Removal of Previous Coatings (Total Removal)**
    - a. The optimum, environmentally friendly surface preparation method for Total Removal is 40,000 psi (or +) Ultra High Pressure Water jetting (UHP-WJ). Water jetting achieves 100% surface contact, and can accomplish up to 100% removal of previous coatings. Water jetting prepares the surface for the best Mechanical Bond between new and existing materials. UHP-WJ procedures are to follow International Concrete Repair Institute Technical Guideline No. 03737, American Concrete Institute RAP Bulletin 14, and WaterJet Technology Association recommended practices.
    - b. If specified, use of abrasive blasting methods such as sandblasting or mechanical grinding is allowed if the cement-based surface has been painted or seal coated, or if otherwise recommended by MID-AMERICA

POOL RENOVATION, Inc. All existing pool paint must be removed.  
Avoid direct circular sanding as a preparation method.

- c. If the pool has a failing thermoplastic, polyurea, fiberglass, or other type of elastomeric or PVC liner material, manually remove all of the existing materials including the liner, fleece and all of the metal fasteners used in the liner fastening system off from the pool structure. Manually grind or hydro-blast off all remaining adhesive materials, glues or paints used in or residing under the failed lining or coating system off of the pool structure.
- d. If the concrete surface of the pool shell below the plaster or other lining is deteriorated or degraded by freeze / thaw activity, reinforcement steel carbonation, or severe spalling from thermal interactions, follow these instructions:
  - a) Manually / mechanically remove all deteriorated and loose concrete materials, aggregates, or toppings.
  - b) If corroded reinforcement steel is found in the deteriorated areas, cut and remove the corroded steel.
  - c) Perform 40,000 psi Ultra High Pressure Water jetting (UHP-WJ) over the entire surface down to a sound base.
  - d) If specified, install new epoxy doweled reinforcement steel.
  - e) If sizeable areas or amounts of unsound concrete are found, consult a structural engineer for site inspection and remedial recommendations.
  - f) Prepare and patch all deteriorated areas with polymer modified cement according to manufacturer's instructions, in accordance with ASTM Standards C928-05, C-811 and D-5295, NACE 21082 , SSPC SP 13 / NACE 6, or other standards that may apply and be specified in the project's repair methodology.

## **2. Other Preparation Methods – When Total Removal is not Specified**

- a. The optimum recommended surface preparation method is 40,000 psi Ultra High Pressure Water jetting (UHP-WJ), which achieves 100% surface coverage removing soft or deteriorated materials, previous coatings and hidden contaminants. UHP-WJ procedures are to follow International Concrete Repair Institute Technical Guideline No. 03737, and American Concrete Institute RAP Bulletin 14 and WaterJet Technology Association recommended practices..
- b. Mechanically chip the entire pool surface in accordance with the 'axe-chipping' preparation method to remove all unsound material. Do not attempt a total removal process by jack-hammering of an existing cement-based surface because it can cause excessive trauma to the integrity of the pool shell, micro-cracking of the pool shell, cause structural damage or expose old, chalky concrete.
- c. Slurry or Bond Coats can be successful over an existing pool surface if:
  - 1) All pool paint and all loose and spalling material is mechanically removed,
  - 2) Installed on an indoor pool facility when water is kept in the vessel a majority of the time, and only to manufacturer's application instructions with complete documentation and pictorial history of the installation, and
  - 3) Be listed as non-emulsifiable by manufacturer's letter.

If any of these three (3) conditions cannot be met, a Bond Coat should not be used.



- d. Cut a ¼" wide minimum groove into the existing surfacing materials around all fittings, pool light niches, drains, and other non-removable fixtures.
- e. Mechanically or manually chip the existing surfacing materials to remove the materials from below fixtures (such as tile) to a span minimum of 2" - 4" to allow for a uniform transition with the new cement-based finish to existing surfaces at all fixture locations.

### **3. Final Area Preparation & Site and Vessel Cleaning**

- a. Clean the pool, decking and surrounds, and remove all debris from the job site.
- b. Water blast, or high pressure water blast (as needed) the entire surface using a minimum 3500 psi water blaster. Clean and pump out resulting water and residue while water blasting.
  - 1) As a preparation step, avoid muriatic acid washes on existing surfaces. Acid washes tend to deposit chlorides that cause contamination of the existing surface and can permeate the surface causing corrosion to the reinforcement steel and the dissolution of the cement and concrete matrix.
- c. After water blasting and initial cleaning, sound the entire surface and wash the entire pool surface using a hand held garden hose. Remove all delaminated areas failing the sounding test.
- d. Examine the dry surface for any weepers, i.e. penetration of hydro-static or other water source ingress into the pool.
- e. Control all hydrostatic water ingress into the pool before starting to apply new cement-based surfacing materials. Do not apply new surfacing materials onto continuous hydrostatic water ingress areas.
- f. Use application methods as advised by MID-AMERICA POOL RENOVATION, Inc. in each situation. Hydrostatic control methods are considered a Trade Secret and not specified herein.
- g. Should an FRP system be used on a structure crack or other swimming pool area that is specified for an FRP system, prior to the drying, broadcast dry sand into the final application of wet resin. Allow 24-hours for the resin and broadcast sand to thoroughly dry. Clean off any unbonded sand and proceed to install the Cementitious system over the FRP area.

### **D. Pools Left Empty During the Off-Season:**

- 1. Monolithic gunite, shot-crete or formed concrete pools that have a cement-based surface cannot not be left empty during the off-season, or for periods of time exceeding 3-days for cleaning purposes.

**E. Winterization of Monolithic Pools in Severe Climates in the Off-Season:**

This partial list of MID-AMERICA POOL RENOVATION, Inc., instructions for winterization are referenced from the BASIC POOL & SPA TECHNOLOGY, 3RD EDITION, National Spa & Pool Institute, now known as the Association of Pool & Spa Professionals (APSP), page. 10-29. They are listed here as recommendations to protect the integrity of the monolithic pool structure.

1. "In climates where freezing temperatures are normal, a pool or spa should be completely winterized by cleaning, treating water (if left standing), and protecting pool and equipment against the weather. Even if your customers are planning to use their pool or spa as an ice skating rink, it's still necessary to winterize the plumbing, equipment, and pool structure before a freeze. This section provides standard procedures for winterizing, but it does not cover every type of equipment. It is important to check product information.
2. Water: Cleaning - Vacuum thoroughly. Vacuum waste water to the appropriate waste or sewer system since the water level must be lowered for winterizing. If the filter does not have a "waste" position, vacuum on "filter" only. Where appropriate, use a portable pump to vacuum directly to waste. Treatment - Test the water, balance the pH, calcium hardness, and Total Alkalinity. Chemically treat the water with disinfectant, stabilizer, and algaecide just as you would at other times. This treatment is very important so water will not become corrosive when the temperature reaches the freezing point. Depending on the chemicals, some are added before draining and some are added just before putting on a cover.
3. "Lower Water Level - Here are suggested winter water levels for different types of pools, with or without solid material covers or mesh covers (consult your cover manufacturer's literature):
  1. Vinyl-Lined: (Lined type) 1" below skimmer mouth (but lower in areas of heavy rain and snow precipitation's.)
  2. Plaster Finish, with a Solid Material Cover: 1" to 6" below the skimmer mouth or tile line, whichever is lower.
  3. Painted or Natural Finish, with Solid Material Cover: 6" below skimmer mouth.
  4. With No Covers or Mesh Cover: 18" to 24" below skimmer mouth. Hydrostatic pressure can destroy a drained pool if proper precautions are not taken. If there is a drainage bed beneath the floor, then the pool can be completely drained, subject to the designed strength of the walls. In this case, the bottom drain valves must be left open. If in doubt about drainage beds, it is best to leave pool almost full of water."

- F. Structural Crack Repair & Prevention:** No swimming pool lining membrane will keep a concrete structure from moving. In situations where a structural crack is evident and depending on its severity, MID-AMERICA POOL RENOVATION, Inc. may exercise repair and precautionary measures such as: Bridging, Engineered Stress Relief, Placing in Control Joints, the use of Epoxy Injection, use of Type IV epoxy systems, the use of an expandable Two-Part

Epoxy Resin Grout System. Consult a structural engineer or the project architect for further directions.

### **3.02 INSTALLATION**

- A.** Install the specified cement-based surface according to material manufacturers' recommendations and according to placement guidelines of the National Plasterers Council.
- B.** Spray or lightly dampen the entire surface area to receive new cement-based surfacing materials. Do not allow water to run freely or puddle on these areas.
- C.** Produce a minimum thickness of 3/8", with other varying thickness to produce an even, smooth surface, abutting all drains, lights, inlets and other fixtures without an uneven or irregular transition point.
- D.** After troweling materials to produce an even, smooth or textured surface depending on the material system specified, allow the materials to dry.
- E.** Fill the pool according to the directions given in PART 7 below.

### **3.03 PROJECT CONDITIONS**

- A.** Apply the surface materials only when the temperatures of the surfaces to be coated and surrounding air temperature are as follows: (40° F minimum ambient & surface temperature), and not expected to fall below 32° within the immediate next 24-hour period.
- B.** After application, the surface materials are to be submerged within the next immediate 72-hour period, and remain submerged through their life-usage period (proper winterization levels excepted).
- C.** Surfaces not capable of submersion within a 72-hour period, or when specified are to be mist cured.

### **3.04 REMOVAL OF, OR APPLICATION OF RACING LANE & TARGET TILES, WATERLINE, HI-LITE, OR OTHER CERAMIC TILING**

- A.** If existing tiles racing lanes are to be covered by new cement-based surfacing materials, all of the existing tile must be removed (during preparation stages). MID-AMERICA POOL RENOVATION, Inc., will not apply cement-based surfacing materials over existing tiling.
- B.** If new tiling is to be applied, all tiling must be placed prior to installation of new cement-based surfacing materials in accordance with the American National Standard Specifications for the Installation of Ceramic Tile and practices of the Tile Council of North America, Inc.
- D.** Colored cement-based surfaces are subject to the conditions of the National Plasterers Council White and Colored Plaster Agreement, and warranties as specified by the materials manufacturers.

To minimize fading and color differences in colored cement-based pool surfaces, only use inorganic coloring agents.

- E. All cement-based surfacing materials should remain submerged during their life usage period, requiring that a minimum of 6" of ceramic, frost-proof tiling be placed at the uppermost section of the top of the interior pool structure, so as to allow all of the new cement-based surface to remain submerged below the pool's natural operating water line.
- F. MID-AMERICA POOL RENOVATION, Inc. does not recommend applying any pool paint, sealers, or stains onto the newly applied cement-based surfacing materials, and does not recommend placing cement-based surfaces above the pool's natural operating water line.

### **3.05 CLEAN-UP & PROTECTION**

- A. During process of the work, MID-AMERICA POOL RENOVATION, Inc. will remove from the project site discarded materials, rubbish, cans and rags resulting from use during installation on a daily basis.
- B. During process of the work, clean all spattered surfaces. Remove spattered materials by proper methods of washing and scraping, using care not to damage finished surfaces.
- C. Protect the work of other trades, whether to be coated or not, against damage. Correct damage by cleaning, replacing and / or recoating as directed by an Architect. Leave work in undamaged condition.
- D. Provide and post "Caution", and "Do Not Enter", and other signs as might be required on all entries into enclosed or indoor environments where application is taking place.
- E. Provide and supply fresh air circulation, and contaminated air exhaust on all enclosed or indoor environments where application is taking place.

## **PART 4 - CONTRACTORS EXPERIENCE AND QUALIFICATIONS**

- 4.01 Contractor must have a minimum of 5-years of experience preparing and applying cement-based surfaces onto previously surfaced swimming pools and will submit a minimum list of five completed projects spanning over the last six years to quality this experience.
- 4.02 MID-AMERICA POOL RENOVATION, Inc. has the appropriate experience and training to submit proof of an ability to perform the work specified herein through a Statement of Qualifications as set out in Contract by the Architect; and experience in the application of cement-based surfaces.

## **PART 5 – MID-AMERICA POOL RENOVATION, Inc.'s General Precautions:**

- 5.01** All personnel concerned with the handling of these materials must maintain strict cleanliness, both of their person and of the area in which they work. There is no substitute for strict cleanliness and good housekeeping.
- 5.02** Employees and applicators must be properly trained and regularly reminded of the consequences of contact, and admonished to take the necessary precautions at the beginning of all projects.
- 5.03** Suitable protective clothing (including gloves, eye protection and dust masks to prevent contact are mandatorily required. All skin contact should be avoided by wear of light-weight clothing. Eye protection, such as glasses, safety glasses or sunshades are mandatory and required.
- 5.04** Smoking on or near job-site applications results in immediate dismissal.

## **PART 6 - FIELD QUALITY CONTROL**

- 6.01** The owner reserves the right to invoke the following test procedures at any time, and as often as the owner deems necessary, during the cement-based surfaces installation.

- A.** The Owner will engage the services of an independent testing laboratory for testing. Samples of the materials on the project site will be taken, identified and sealed, and must be certified in the presence of a representative of MID-AMERICA POOL RENOVATION, Inc.

The testing laboratory will perform appropriate tests for any of the following characteristics as required by the Owner:

- 1.** Quantitative materials analysis.
    - 2.** Absorption.
    - 3.** Accelerated weathering.
    - 4.** Accelerated yellowness.
    - 5.** Color retention.
    - 6.** Alkali and mildew resistance.
    - 7.** Abrasion resistance.
    - 8.** Apparent reflectivity.
    - 9.** Washability.
    - 10.** Dry Opacity.
    - 11.** Re-coating.
    - 12.** Skinning.
  - B.** If results show materials being used do not comply with requirements, MID-AMERICA POOL RENOVATION, Inc. may be directed to stop work, remove non-complying materials, pay for testing, prepare and re-surface previously surfaced areas, or remove rejected materials from previously surfaced areas.



## **PART 7 - PLASTER INFORMATION SCHEDULE AND GUIDELINES FOR PROPER SURFACE CARE**

We have set down the following guidelines for proper care of cement-based interiors.

Fill the pool by the water hose as set up by the installation crew. Do not stop water until the pool is completely full. If the water is stopped before the pool is full, it is likely there will be a water-mark ring at the point where the water was stopped and that mark will be difficult if not impossible to remove.

Should a second hose be added later, make sure it is placed in the deep end of the pool striking the water accumulated by the first hose. Do not lay the hose on the pool floor or let the water strike any part of the new surface.

Pools lights are water-cooled so do not turn on the light until the pool is full.

No swimming, pets, or curiosity trips into the pool before the pool is full, as tracks are sure result.

NEVER under any circumstances spray or hose down the surface while the pool is filling.

The pool is safe to swim in once it is full of water.

Do not add salt or turn on a salt generator system until after the 30-day curing period is over.

### **MAINTENANCE**

After the filter has been started, the pool should be brushed twice daily the first week and once a day thereafter for four week. An alkaline residue tends to accumulate in all newly cement-based surfaced pools and may produce a cloudy appearance until cleared by the filter system. This is normal but if not removed, the residue can harden and the surface becomes extremely rough.

Vacuum as normal.

Diatomaceous Earth filter pads should be removed and cleaned regularly during this period.

Keep the chemical balance of the pool water at the proper levels at all times. Check chemical levels after a storm. Failure to keep a correct chemical balance may result in either a scale build-up or a chemical etching of plaster.

Stains and calcium deposits that do develop on pool surfaces are normally removed professionally, either underwater or by draining and applying a light acid wash and/or sanding with a high speed sander and special sanding discs.

Do not drain the pool without consulting MID-AMERICA POOL RENOVATION, Inc., your contractor or your swimming pool service technician. Cement-based surfaces can be severely damaged if permitted to dry out. Draining is not recommended for at least 1-½ years, except for major repair and then only under professional supervision.

## GENERAL MATERIAL QUALIFICATIONS

Cement-based surfaces are natural products, and as they are applied over other natural products, they cannot be warranted against any streaks, stains, discoloration and spotting caused by foreign impurities in the pool shell over which MID-AMERICA POOL RENOVATION, Inc. has no control, and which may bleed and appear through new surface, (including wood, insects, paper, steel, etc.), or any foreign impurity that may land on the surface during the filling of the pool, after the work crew has left the job site, or after the pool is full of water.

Mid-America does not accept responsibility if damage occurs to the cement-based surface for any of the following reasons: Acts of God; the pool owner or any intruder after the work crew has left the job site; water seepage which cannot be stopped in the normal course of lining the pool; any cracking or other damage caused by structural faults; allowing the pool to sit empty for any extended amount of time or taking over four (4) days to fill with water; chemical imbalance or chemical staining; acid washing or wire brushing; or any other action outside the course of normal everyday use and care of the pool; or any nature or sort of calcification on or throughout the cement-based surface.

Minor stains can be removed easily with wet and dry sanding paper, underwater.

Colored plaster interiors are susceptible to discoloration, fading and botching, even if inorganic colors are used, and therefore require more attention to achieve an acceptable result. We cannot guarantee the stability or shade of color dyes used.

**FURTHER INQUIRIES, PLEASE CONTACT US. (816) 994-3300 or  
(800) 253 7349**

# Plaster, Diamond Brite & Pebblecrete

by Mid-America Pool Renovation, Inc.

## Overview

Re-plastering is the most economical pool resurfacing option we offer. We offer white and colored pool plaster (also called marcite), Pebblecrete, and other cement and aggregate products such as Diamond Brite®. These linings come with a limited 5-year warranty and are very long-lasting and suitable for specific pool environments.

Plaster  
aqueduct  
interior



Roman aqueduct to carry water

Cement based plaster has a long history in water containment systems. The hydraulic cement qualities of being able to harden and cure underwater were first developed by the Romans and used as linings for aqueducts and pools.



Roman  
plastered  
spa with  
mosaic tile  
floor



Pool re-plastered by Mid-America Pool Renovation, Inc.

At Mid-America Pool Renovation, Inc., we do not sub-contract out our re-plastering. We have our own crew trained in the best methods in California, New England and Australia.

During hand trowelling by our skilled tradesmen, the cement component of the swimming pool plaster matrix is worked to the surface and smoothed while it hardens. It is this smooth, hand-trowelled 'finish' surface that provides both a degree of moisture permeation as well as a degree of water-tightness.

Pool plaster is generally composed of 1-part white cement and 1½ - 2 parts crushed limestone or dolomite. It is applied in two coats to an ideal, minimum final thickness of 3/8-inch, but thickness will vary depending on the condition of the existing concrete surface that is plastered. Properly installed and finished, a plastered pool can be compared to a product shaped from a jello mold, smooth, yet following the contour of the shell. Highly trained, artistic plasterers shaping the surface of a swimming pool with trowels are often compared to and seen as if they are putting icing on a cake.

Cement based surfaces like swimming pool plaster are not susceptible to ultra-violet rays, nor do they become chalky from oxidation like all swimming pool paints.

Plaster and aggregate finishes can be colored, repaired and redone. Pool water chemical balance is very important in cement-based swimming pool surfaces. According to the Association of Pool and Spa Professionals - (APSP) the natural qualities of cement and aggregate will raise pH, affect total alkalinity and have a greater chlorine demand than inert surfaces.



## Key to Success: Re-Plaster Preparation

Surface preparation is the most important phase in the re-plaster process. A thorough surface prep assures good adhesion and years of life. Shortcuts lead to problems.

Mid-America Pool Renovation, Inc. uses 40,000 PSI Hydro-Blasting on all re-plastering preps to provide the best mechanical bond to the remaining sound surface. "Scratch coats," "bondcoats" or sandblasting alone cannot provide the same levels of adhesion.

Our ultra-high pressure 40,000 PSI Hydro-Demolition system provides 100% coverage and powers through all layers, removing previous coatings, such as paint, as well as loose, deteriorated, or soft sub-surface material.

Pool Surface After Hydro-Blasting



Saw-cutting and carefully chipping away the old plaster from below your waterline tile allows the plasterers to lay-up the new plaster smooth and flush with the old tile. Eliminating this step leaves an ugly algae-trapping plaster bulge/ledge under the tile.



Saw-cut  
and chip  
below tile

New plaster flush with tile.  
No ugly bulge.



Some projects require complete removal of the previous plaster prior to re-surfacing. While this type of removal process greatly raises the cost of re-surfacing, according to the **Society for Protective Coatings (SSPC)**, the **National Association of Corrosion Engineers' Surface Preparation specification 4.3.3**, and **Pool & Spa Service Industry News**, jackhammering all the old plaster off the shell "can cause excessive trauma to the integrity of the pool shell and cause structural damage." According to the **American Concrete Institute (ACI)** "Hydro-blasting does not induce microcracking, a condition that can be detrimental to the longevity of a repair."

## Other Cement Based Options

Plaster can be colored with blue, green or charcoal oxides. In addition, other cement based linings have entered the market using quartz or rock aggregate base. Quartz and silica aggregates have less permeability than limestone or dolomite pool mix. Diamond Brite® and Pebblecrete are probably the most popular recognized choices.



Diamond Brite®- Aqua Color



Sunstone exposed aggregate

### Replaster & Cement Based 5-Year Limited Warranty

There is a 5-year warranty from the date of installation on the new cement based lining against any flaking, peeling, popping-off or excessive color change providing the pool is maintained chemically balanced and full of water (with proper winterization included as per National Spa & Pool Institute's *BASIC POOL & SPA GUIDELINES*, 3rd Edition, instructions for Plaster Finish pools). This warranty only applies to the labor and materials on the new cement based surface and does not cover any damage including, but not limited to: Defects in the structure including structural or hairline cracking; vandalism, intentional or accidental abuse, or neglect; improper acid washes; stains or discoloration due to, but not limited to, the improper use of chemicals, improperly maintained water chemistry, or any introduction of metals or metal ions into the water; improper winterization; underground or hydrostatic water pressure; any acts of God; from any intruder after the plaster crew has left the job site, or from any other action outside the course of normal everyday use and care of the surface lining, or from any other action over which Mid-America Pool Renovation, Inc. has no control. Consequential damages such as, but not limited to, loss of revenue, cost of water, etc., are not covered under the warranty.

# Caring for your Cement Based Surfaces (Plaster, Diamond Brite & Pebblecrete)

## Start-up

Fill the pool by the water hose as instructed and set up by the plastering crew. Do not stop water until the pool is completely full (middle of the skimmer). If the water is stopped before the pool is full, a water ring mark will develop that will be difficult if not impossible to remove.

If needed, a second hose should be added only after there is a minimum accumulation of three (3) feet of water depth from the first hose, have the second hose placed so that the water from the second hose fountains into the water accumulated by the first hose. Do not lay the hose on the pool floor allowing it to run down the floor, or let the water directly strike any part of the new surface!

Pools lights are water-cooled so do not turn on the light until the pool is full.

No swimming, pets, or curiosity trips into the pool before the pool is full, as tracks are sure result.

Unless instructed differently, NEVER under any circumstances spray or hose down the surface.

The pool is safe to swim in once it is full of water and chemicals added.

Do not add salt or turn on a salt generator system or salt conversion system for a minimum of **30-days** to allow for proper surface curing.

## Maintenance

After the filter has been started the pool should be brushed twice daily for the first fourteen days, and vacuumed as needed to remove any 'plaster dust'. Depending on water source conditions, residue may accumulate in newly surfaced pools and produce a cloudy appearance until cleared by the filter system. This is normal, but if not removed the residue may harden and the surface can become extremely rough. Vacuum as normal.

Filter pads should be removed and cleaned regularly during this period. (Diatomaceous Earth Filters Only)

Keep the chemical balance of the pool water at the proper levels at all times. Check chemical levels after a storm.

Failure to keep a correct chemical balance may result in either a scale build-up or a chemical etching of the surface.

Metallic stains and calcium deposits that develop on pool surfaces are normally removed professionally, either underwater or by draining and applying a light acid wash and/or sanding with a high speed sander and special sanding discs.

Do not drain the pool without consulting Mid America Pool Renovation, Inc., your contractor, or pool service company. Cement-based surfaces can be severely damaged if permitted to dry out. Draining is not recommended for at least 1 ½ years, except for major repair and then only under professional supervision.

Always consult technical instructions when using salt systems.

## General Material Qualifications

Cement-based surfaces are comprised of natural materials and are installed over other natural products.

All cement-based materials are porous by nature. Streaks, stains, discoloration and spotting can reflect and appear on the pool surface from foreign and organic impurities in the pool shell over which the work crew has no control. Likewise, a foreign impurity that may land on the surface during the filling of the pool, after the work crew has left the job site, or after the pool is full of water can cause a mark or spot.

Minor stains can be removed easily with 80 - 100 grit wet & dry sanding paper underwater.

Professionally done, acid washing can be used to clean pool surfaces of Metallic stains (bobby pins, nails, coins). A chlorine wash should be used on organic stains such as those from leaves or winter debris. Furthermore, each time the surface is acid washed, the surface becomes rougher as more cement binder is removed, and aggregate components become more visible and prone to release.

Colored interiors are susceptible to discoloration, fading and blotching, otherwise known as mottling. Industry standards define mottling as a uniform shading, blotchy, or cloudy appearance across the surface of a cementitious coating. This is normal and expected in all cement-based materials and is particularly more pronounced in colored surfaces.

## Pool Industry Chemical Standards

These guidelines set forth the suggested operational parameters for proper chemical treatment and maintenance of swimming pool waters. Chemical treatment alone will not produce sanitary pool water. A filtration system in proper operational condition is also required to attain sparkling clear, polished sanitary water.

Unless pool care is provided by a professional pool service company, we recommend that you take a sample of water in for computer analysis and follow those recommendations.

Temperature changes can significantly effect water chemistry levels. Cold weather can increase the demand for calcium, and result in the formation of calcium crystals or winter dust. Water chemistry should be monitored and adjusted throughout the off-season to avoid surface issues.

### Disinfectant Levels

	Limits	Ideal
Free Chlorine	1.0-10.0	2.0-5.0
Combined Chlorine, ppm		0.2
Bromine, ppm	2.0-10.0	4.0-6.0
Iodine, ppm	Levels not established	

### Chemical Values

	Limits	Ideal
pH	7.2-7.8	7.4-7.6
Total Alkalinity (buffering), ppm as CaCO <sub>3</sub>	60-180	80-100 for Calcium Hypo chlorite & Sodium Hypo chlorite. 100-120 for Sodium Dichlor, Trichlor, chlorine gas & bromine compounds.
Total dissolved solids, ppm	300-3000	1000-2000
Calcium hardness, ppm as CaCO <sub>3</sub>	150-1000+	200-400
Heavy metals	NA	NA

### Biological Values

	Limits	Ideal
Algae	None	None
Bacteria	None	Refer to local code

### Stabilizer (if used)

	Limits	Ideal
Cyanuric acid, ppm	10-150: Except where limited by Health Dept. require often to 100 ppm.	30-50

### Remedial Practices

	Limits	Ideal
Super chlorination frequency	Monthly - Weekly when temp is over 85 F	Every other week
Super chlorination to establish break point, dosage in ppm	5-	10
Shock treatment, dosage in ppm	10	
Clarifying/Floccing frequency		When needed
Algaecides		Follow Manufacturer's directions
Temperature		78-82

For salt water sanitation, The National Plasterer's Council recommends that no salt be added for 28 days.

**FOR FURTHER INFORMATION OR INQUIRIES,  
PLEASE CONTACT US.  
(816) 994-3300**



## Mid-America Pool Renovation, Inc.'s Hydro-Blasting Equipment Process



40K Hydro-Blaster



NLB 4075D Ultra-Clean® 40



Hydro-Blasting in Action

## Surface Prep with 40,000 psi Ultra High Pressure Water Jetting (UHP-WJ) by Mid-America Pool Renovation, Inc.

### Importance of Good Surface Preparation

Engineers and Specifiers agree that good surface preparation is fundamental to a successful resurfacing project. Proper surface preparation has two goals:

1. Thoroughly clean the surface, removing old coatings, paints, patching materials and contaminants.
2. Create a substrate profile that supports an excellent bond between the existing and new surfaces.

There are two types of bond, chemical and mechanical.



Hydro-Blasting removing pool paint

Chemical bonding is key for polymeric coatings and systems such as INTER-GLASS®. Mechanical bonding is key for thicker, cement-based surfaces like replaster, Diamond Brite®, and Pebblecrete.

Our Hydro-Blasting system, also known as Ultra High Pressure Water Jetting (UHP-WJ), provides 100% coverage and powers through all layers, removing previous coatings as well as deteriorated or soft substrate material.

### Hydro-Blasting is environmentally safe

Hydro-Blasting is clean. We continually advance our high operating standards to protect our customers' environment, our employees' safety, and the overall success of each and every project. Hydro-blasting also allows us to protect and preserve the pool structure.

### Benefits of Hydro-Blasting

- Dust and debris resulting from sandblasting is eliminated
- 100% of the entire surface is contacted for preparation
- Use of Bonding Agents is unnecessary and not recommended
- No micro-cracking of the surface (Jack hammering or heavy demolition frequently creates micro-cracking that can lead to future delamination of new surfacing materials)
- Removes invisible contaminants
- Is virtually dust free
- Operates at lower sound levels
- Uses only a few gallons of water

### Mid-America Pool Renovation, Inc.'s Hydro-Blasting Process

Mid-America Pool Renovation, Inc.'s Hydro-Blasting procedure is a state-of-the-art, ultra-high pressure preparation system that creates a jagged substrate profile that exceeds chemical and mechanical standards.

Hydro-Blasting is the most productive and clean way to achieve the substrate required for a good coating bond while fully respecting our customers' environment.



Hydro-Blasting outside the Intercontinental Hotel  
Kansas City, MO



Debris net set up  
South High School, Downers Grove, IL

Hydro-Blasting is a versatile technique that allows for different levels of surface removal ranging from complete removal of plaster to removal of pool paint only.



Residential Plaster Prep  
Overland Park, KS



Removal of soft and deteriorated plaster at  
Prairie Band Potawatomie Indian Nation, KS

Today, methods that once worked for pool prep are known to have adverse affects

- **Sandblasting** is now considered environmentally unsafe because it creates airborne pollutants such as silica dust and paint debris. Silica dust, for example, can cause silicosis, a form of lung cancer.
- **Acid washing** is now discouraged because it penetrates concrete and contaminates concrete surfaces. Acid will also dissolve the cement and concrete matrix, weakening it.
- **Mechanical chipping and jack hammering** tend to fracture surfaces and create micro-cracking in the sub-surface. Specification agencies (SSPC-SP 13, NACE No. 6, ACT 546-R) all agree that these impact removal methods can weaken the structure.

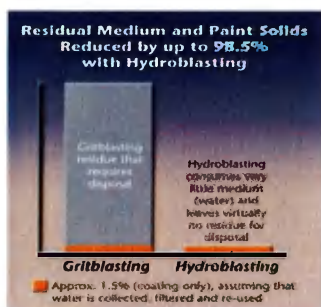
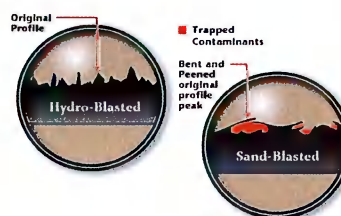


Table shows dramatic reduction in  
airborne pollutants

The more variation in the profile  
of the surface post-blast,  
the stronger the mechanical bond.



Hollow, deteriorated pool plaster removed  
Kansas City, KS

**Cement-Based Surface Warranty**  
Pool Plaster, Diamond Brite®, Pebblecrete, etc.

**Mid-America Pool Renovation, Inc.**  
**LIMITED WARRANTY**

SAMPLE

For a period of 5 years from the date of installation to \_\_\_\_\_, who is the original purchaser of this cement-based surface. This cement-based surface is warranted against any flaking, peeling, popping-off or excessive color change providing the pool is maintained chemically balanced, and full of water (with proper winterization included as per The Association of Pool and Spa Professionals BASIC POOL & SPA GUIDELINES, 4th Edition, instructions for Plaster Finish pools).

**LIMITATIONS AND EXCLUSIONS**

This warranty only applies to the labor and materials on the newly placed surface material and does not cover any DAMAGE including, but not limited to or from: Failure to completely fill the pool with water within 5-days of receiving notice to fill; Defects in the structure including structural or hairline cracking; Vandalism, intentional or accidental abuse, or neglect; Improper acid washes; Stains or discoloration due to, but not limited to, the improper use of chemicals, improperly maintained water chemistry, or any introduction of metals or metal ions into the water; Improper winterization; Hydro-static water pressure; Any acts of God; or from any intruder after the plaster crew has left the job site, or from any other action outside the course of normal everyday use and care of the surface lining, or from any other action over which Mid-America Pool Renovation, Inc. has no control. Repairs, alterations, or modifications made by persons or entities other than Mid-America Pool Renovation, Inc., are not covered under this warranty. Consequential damages such as, but not limited to, loss of revenue, cost of water, etc., are not covered under warranty.

**WARRANTY TRANSFER PROCEDURES**

This warranty is hereby issued to the current owner (s) of this property at the time the work is being done, and is transferable only upon a written request. The Qualifications for a Warranty Transfer to a new owner to effect are: 1) An on-site inspection prior to sale completion, 2) A written report after inspection, 3) Handing over the PLASTER INFORMATION SCHEDULE, Guidelines for proper Pool Surface Care, a copy of this Limited Warranty, and any other pertinent reports on the pool to the new owner, and 4) Obtaining signature receipt of such materials from the new owner. The Fee for a Warranty Transfer is \$500.00.

**NOTIFICATION – KEEP THIS WARRANTY**

In the event of any claim under this warranty, Contractor shall be notified in writing within ten (10) days of the leak or crack occurring. A copy of the original sales contract and a copy of this warranty must accompany the claim. If not notified as stated and/or the pool is drained, emptied, or work is attempted on the pool area in question prior to an inspection by the Contractor, this warranty shall automatically become null and void with no further responsibility by the Contractor.

Notification shall be sent to:  
Mid-America Pool Renovation, Inc.  
5929 East 154<sup>th</sup> Terrace  
Grandview, MO 64030

Installation Date:  
Warranty Number:

Issued To:  
Address:







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/27/2023

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  
HUB International Mid-America  
9200 Ward Pkwy  
Suite 500  
Kansas City MO 64114

CONTACT  
NAME: Certificate Department  
PHONE (A/C, No, Ext): 816-708-4600 FAX (A/C, No): 816-203-4425  
E-MAIL: HUB-KC.Certificates@HUBInternational.com  
ADDRESS: HUB-KC.Certificates@HUBInternational.com

INSURED  
Mid-America Pool Renovation, Inc.  
5929 East 154th Terrace  
Grandview MO 64030

MIDAM03

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Co of Reading PA	20427
INSURER B : Columbia Casualty Company	31127
INSURER C : The Continental Insurance Company	35289
INSURER D : Continental Casualty Company	20443
INSURER E :	
INSURER F :	

## COVERAGES

CERTIFICATE NUMBER: 2051214942

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	ADDITIONAL SUBROGATION	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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		4020096140	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/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		BUA4020096137	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUE4020096123	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC650490916	10/1/2023	10/1/2024	<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
A B	Limited Pollution Liability Professional Liability	N	4020096140 C6081406707	10/1/2023 10/1/2023	10/1/2024 10/1/2024	Per Claim/Agg \$1M/\$2M Per Claim/Agg- Ded \$1M/\$1M-5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
\*For Informational Purposes Only

## CERTIFICATE HOLDER

## CANCELLATION

Sample Certificate  
Mid-America Pool Renovation, Inc.  
5929 East 154th Terrace  
Grandview MO 64030

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

AUTHORIZED REPRESENTATIVE



CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, 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:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
  - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B.** additional insured coverage with "arising out of" language; or
  - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
  - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, 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; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

AMERICAN CASUALTY CO OF READING, PA

Insured Name: MID AMERICA POOL RENOVATIONS, INC.

Policy No: 4020096140

Endorsement No: 9

Effective Date: 10/01/2023

30020004040200961405770





**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI.** Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII.** Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

AMERICAN CASUALTY CO OF READING, PA

Insured Name: MID AMERICA POOL RENOVATIONS, INC.

Policy No: 4020096140

Endorsement No: 9

Effective Date: 10/01/2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2024

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

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

<b>PRODUCER</b> HUB International Mid-America 9200 Ward Pkwy Suite 500 Kansas City MO 64114	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> 816-708-4600 <b>FAX (A/C, No):</b> 816-203-4425 <b>E-MAIL ADDRESS:</b> HUB-KC.Certificates@HUBInternational.com
<b>INSURED</b> Mid-America Pool Renovation, Inc. 5929 East 154th Terrace Grandview MO 64030	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: American Casualty Co of Reading PA INSURER B: The Continental Insurance Company INSURER C: Continental Casualty Company INSURER D: INSURER E: INSURER F:
MIDAM03	<b>NAIC #</b> 20427 35289 20443

**COVERAGES****CERTIFICATE NUMBER:** 1953441099**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		4020096140	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BUA4020096137	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUE4020096123	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC650490916	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Project No. 6-R-001-22, Olathe Community Center Natatorium Renovation. The City of Olathe, Kansas is Additional Insured as respects the General, Auto and Umbrella Liability policies.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Olathe, Kansas  
Infrastructure Department  
1385 S. Robinson Drive  
Olathe KS 66061

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

AUTHORIZED REPRESENTATIVE

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**CNA PARAMOUNT****Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

**TABLE OF CONTENTS**

- |   |
|---|
| <b>1. Additional Insureds</b>   |
| <b>2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance</b>                                   |
| <b>3. Bodily Injury – Expanded Definition</b>   |
| <b>4. Broad Knowledge of Occurrence/ Notice of Occurrence</b>   |
| <b>5. Broad Named Insured</b>   |
| <b>6. Broadened Liability Coverage For Damage To Your Product And Your Work</b>   |
| <b>7. Contractual Liability - Railroads</b>   |
| <b>8. Electronic Data Liability</b>   |
| <b>9. Estates, Legal Representatives and Spouses</b>  |
| <b>10. Expected Or Intended Injury – Exception for Reasonable Force</b>   |
| <b>11. General Aggregate Limits of Insurance – Per Project</b>  |
| <b>12. In Rem Actions</b>   |
| <b>13. Incidental Health Care Malpractice Coverage</b>  |
| <b>14. Joint Ventures/Partnership/Limited Liability Companies</b>   |
| <b>15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control</b> |
| <b>16. Liquor Liability</b>   |
| <b>17. Medical Payments</b>   |
| <b>18. Non-owned Aircraft Coverage</b>  |
| <b>19. Non-owned Watercraft</b>   |
| <b>20. Personal And Advertising Injury – Discrimination or Humiliation</b>  |
| <b>21. Personal And Advertising Injury - Contractual Liability</b>  |
| <b>22. Property Damage - Elevators</b>  |
| <b>23. Supplementary Payments</b>   |
| <b>24. Unintentional Failure To Disclose Hazards</b>  |
| <b>25. Waiver of Subrogation – Blanket</b>  |
| <b>26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs</b>   |

CNA74705XX (1-15)

Page 1 of 17

CONTINENTAL CASUALTY COMPANY

Insured Name: MID AMERICA POOL RENOVATIONS, INC.

Policy No: 4020096140

Endorsement No: 2

Effective Date: 10/01/2023

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## Contractors' General Liability Extension Endorsement

## 1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

**C. Lessor of Equipment**

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

**D. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

**Contractors' General Liability Extension Endorsement**

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**E. Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls 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, hoistaway 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; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**H. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

30020004040200961401541



**Contractors' General Liability Extension Endorsement**

- a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

**2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. BODILY INJURY – EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

**Bodily injury** means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

**4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

**A. BROAD KNOWLEDGE OF OCCURRENCE**

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

**B. NOTICE OF OCCURRENCE**

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

**5. BROAD NAMED INSURED**

**WHO IS AN INSURED** is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
  - a. on the effective date of this **Coverage Part**; or

**Contractors' General Liability Extension Endorsement**

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
  - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
  - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

**6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

**k. Damage to Your Product**

**Property damage to your product** arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

**l. Damage to Your Work**

**Property damage to your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or



**Contractors' General Liability Extension Endorsement**

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

## 7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

**Insured Contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

## 8. ELECTRONIC DATA LIABILITY

CNA74705XX (1-15)

Page 6 of 17

CONTINENTAL CASUALTY COMPANY

Insured Name: MID AMERICA POOL RENOVATIONS, INC.

Policy No: 4020096140

Endorsement No: 2

Effective Date: 10/01/2023





## Contractors' General Liability Extension Endorsement

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion p. **Electronic Data** and replace it with the following:

This insurance does not apply to:

p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

**Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

**Property damage** means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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**Contractors' General Liability Extension Endorsement**

**claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

**10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

**Expected or Intended Injury**

**Bodily injury or property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

**11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT**

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

**B. All:**

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

- C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.
- D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

**Contractors' General Liability Extension Endorsement**

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

**12. IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

**13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

- ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

**Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. add the following additional exclusions:

This insurance does not apply to:

**Discrimination**

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

**Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

**Medicare/Medicaid Fraud**

**Contractors' General Liability Extension Endorsement**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

**Services Excluded by Endorsement**

Any **health care incident** for which coverage is excluded by endorsement.

**C. DEFINITIONS** is amended to:**i.** add the following definitions:

**Health care incident** means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

- a.** **professional health care services** on behalf of the **Named Insured** or
- b.** Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a.** Physician;
- b.** Nurse;
- c.** Nurse practitioner;
- d.** Emergency medical technician;
- e.** Paramedic;
- f.** Dentist;
- g.** Physical therapist;
- h.** Psychologist;
- i.** Speech therapist;
- j.** Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

**ii.** delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

**iii.** amend the definition of **Insured** to:**a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

**Contractors' General Liability Extension Endorsement**

- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

**Other Insurance**

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

**14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

**WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

**15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:





## Contractors' General Liability Extension Endorsement

j. **Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.



## Contractors' General Liability Extension Endorsement

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph **6.**, **Damage To Premises Rented To You Limit**, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

**6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the **Damage To Premises Rented To You Limit** is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The **Damage To Premises Rented To You Limit** is the greater of:

- a. \$500,000; or
- b. The **Damage To Premises Rented To You Limit** shown in the Declarations.

- E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

## 16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

## 17. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

**7.** Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

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**Contractors' General Liability Extension Endorsement**

- B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

**18. NON-OWNED AIRCRAFT**

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

**19. NON-OWNED WATERCRAFT**

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

**20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION**

- A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

- B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

**Knowing Violation of Rights of Another**

**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
  - (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.
2. add the following exclusions:



**Contractors' General Liability Extension Endorsement**

This insurance does not apply to:

**Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

**Premises Related Discrimination**

**discrimination or humiliation** arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or  
attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY**

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**22. PROPERTY DAMAGE – ELEVATORS**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.



**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**23. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**25. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

**26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

**Contractors' General Liability Extension Endorsement**

2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

**Consolidated (wrap-up) insurance program** means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

**Residential structure** means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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STATE OF KANSAS  
OFFICE OF SECRETARY OF STATE

CERTIFICATE OF GOOD STANDING

I, SCOTT SCHWAB, Kansas Secretary of State, certify that the records of this office reveal the following:

Business ID: 2399988

Business Name: MID-AMERICA POOL RENOVATIONS, INC.

Type: Foreign For-Profit Corporation

Jurisdiction: Missouri

was filed in this office on September 06, 1996, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof:  
I affix my official certification seal.  
Done at the City of Topeka,  
on this day March 18, 2024.

SCOTT SCHWAB  
KANSAS SECRETARY OF STATE



**EXHIBIT 5**



**\*\*\*For completion by bid finalists ONLY\*\*\***

When selected as the successful bidder for a contract with the City of Olathe, the Contracting Company, Firm or Agency will submit the following information in accordance with the requirements of the Municipal Code. All questions must be answered, and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. This questionnaire must be notarized. Misrepresentation of fact will disqualify the bidder. Please e-mail the completed Questionnaire separately to your Olathe contract liaison if you are selected as a bid finalist. If you have already completed this questionnaire or received Compliance Certification after August 2017, you do not need to resubmit these forms unless there have been significant changes to your ownership and/or business practices. Instead, please submit the date and project number and project description related to your submission of these form. For questions, please contact the Office of Community Relations at (913) 971-8827.

Name of Contracting Company, Firm or Agency: \_\_\_\_\_

\_\_\_\_\_  
Name of your Equal Employment Officer or designated contact person:

\_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person's Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Company, Firm or Agency: \_\_\_\_\_

Name of Company, Firm or Agency President: \_\_\_\_\_

I certify that that my company:

1. Does not discriminate, will not discriminate, and has never discriminated against any employee or applicant for employment because of Race, Religion, Color, Sex, Age, Disability, National Origin or Ancestry.

Yes ☐ No ☐

If No, explain

- 
2. Will adhere to Local, State, and Federal laws and mandates; and will adhere to Affirmative Action/Equal Opportunity in all its employment procedures including advertising, recruiting, hiring, training, promotions and upgrading.

Yes ☐ No ☐

If No, explain

- 
3. Will require that any subcontractor my company hires for any work for the City comply with these non-discrimination policies.

Yes ☐ No ☐

If No, explain

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**I understand that an act of discrimination is a breach contract with the City. I also understand that the Community Relations Manager or designee is authorized to initiate investigations, receive discrimination complaints, and refer them to the Olathe Human Relations Commission on an ongoing basis. An Act of discrimination or a misleading or a dishonest response to this form may result in the contract being rescinded, terminated, or suspended in whole or in part.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Firm Name \_\_\_\_\_

Signature of Person Completing Form: \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

***To be completed by a Notary Public:***

State of \_\_\_\_\_

(County) of \_\_\_\_\_

Signed and sworn to (or affirmed) before me on \_\_\_\_\_ by \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
(Signature of notarial officer)

\_\_\_\_\_  
Title (and Rank)  
[My appointment expires: \_\_\_\_\_]