CITY OF CLARKSTON
where possibilities grow

SIGN PERMIT APPLICATION ANALYSIS

APPLICATION INFORMATION

PS-2013-05

Name: Aslin Adams, The Neon Zone, Inc.
Phone No.: (678) 493-2442
Email: service@neonzoneonline.com
Business Name: Citgo
Business Type: Gas Station

Address: 1109 Montreal Rd
Zoning District: I

P&Z Hearing Date: September 17, 2013
Prepared by: Jason Gaines

DESCRIPTION OF REQUESTED SIGN

The applicant requests permission to replace existing lettering on the canopy above the gasoline pumps at the subject location with new lettering that reflects Citgo's new logo and color scheme. The signage consists of 21-inch LED-backlit channel lettering that would be directly attached to the canopy fascia. This signage update is in conjunction with the installation of new panels on the canopy and the gasoline pumps, all of which reflect Citgo's new logo and color scheme.

OTHER SIGNAGE ON SUBJECT PROPERTY

The site current has a ground sign that currently is not slated to undergo any remodeling/renovation. Additionally, as a point of information, currently there are channel letters spelling out "CITGO" on three (3) sides of the canopy. The updated canopy panels and signage includes channel letters on two (2) sides of the canopy instead of 3.

ZONING PROVISIONS (APPENDIX A – ZONING)

The subject property zoned Light Industrial (I) and is appropriate for use as a gas station. (Appendix A - Zoning, Sec. 703).

SIGN ORDINANCE PROVISIONS (CHAPTER 15.5)

This request involves the installation of channel lettering on the fascia of an overhead canopy.

(Sec. 15.5-14): General Size, Height and Location Requirements

- ***(Sec. 15.5-14(2)-a.): Regulations according to location: In commercial areas, businesses which have an attached sign shall not have a permanent detached sign. In residential areas, attached signs are prohibited. One (1) attached sign is permitted in all non-residential areas.***
    - Both attached and detached signage currently exists on the subject property. This meets the definition of non-conforming signage and is subject to the provisions of Sec. 15.5-15. This section states that non-conforming signage cannot be replaced by new non-conforming signage. Additionally, it states that minor repairs to existing non-conforming signage are allowed, provided there are no changes to the size and/or shape of the signage in question, outside of converting said sign to come into compliance with current code. The signage in question appears to be replacing existing, non-conforming signage.
    COMPLIANCE: NO

- ***(Sec. 15.5-14(2)-b: Display of attached signs. All attached signs and their words shall be mounted parallel to the building surface to which they are attached. On any building facade, there may be a maximum of eight (8) words which contain any character no greater than four (4) inches in height, except that words consisting of characters less than four (4) inches high may be used without limitation as to their number.***
    - The drawings indicated channel lettering of approximately 21 inches in height. While this is a general provision for attached signage, there is a more-specific provision for signage on awnings and canopies (see below) **COMPLIANCE: NOT APPLICABLE**

- ***(Sec. 15.5-14(2)-c.-4.): Awnings and Canopies***

Materials: Awnings and canopies may be constructed of cloth or metal, but awnings and canopies shall have metal frames.

- The materials of the canopy appear to meet this requirement **COMPLIANCE: YES**

Location: The lowest portion of an awning shall be at least ten (10) feet from the sidewalk. The lowest portion of a canopy shall be at least nine (9) feet from the sidewalk. No awning or canopy shall extend more than eight (8) feet inside the curb line.

- The application is focused on the signage attached to the canopy, not the canopy itself. Thus, no information indicating the distance of the canopy is included in the information submitted by the applicant. However, it appears that the existing canopy meets the minimum distances required by the ordinance. Additionally, the footprint of the canopy is not being enlarged; the only proposed work on the canopy other than the signage involves the installation of new fascia. **COMPLIANCE: NOT APPLICABLE**

Width. There is no limit to the width of awnings. Canopies shall be no more than eight (8) feet in width.

- According to the drawings submitted by the applicant, the existing canopy is square-shaped and is approximately 25 feet long on all sides. The height of the canopy fascia is approximately 44 inches. **COMPLIANCE: NO**

Signs. Signs may be painted or otherwise permanently placed on awnings and canopies, and shall be placed on the bottom portion of the awning, and shall not exceed eight (8) inches in height.

- The proposed channel lettering is approximately 21 inches in height. **COMPLIANCE: NO**

STAFF COMMENTS

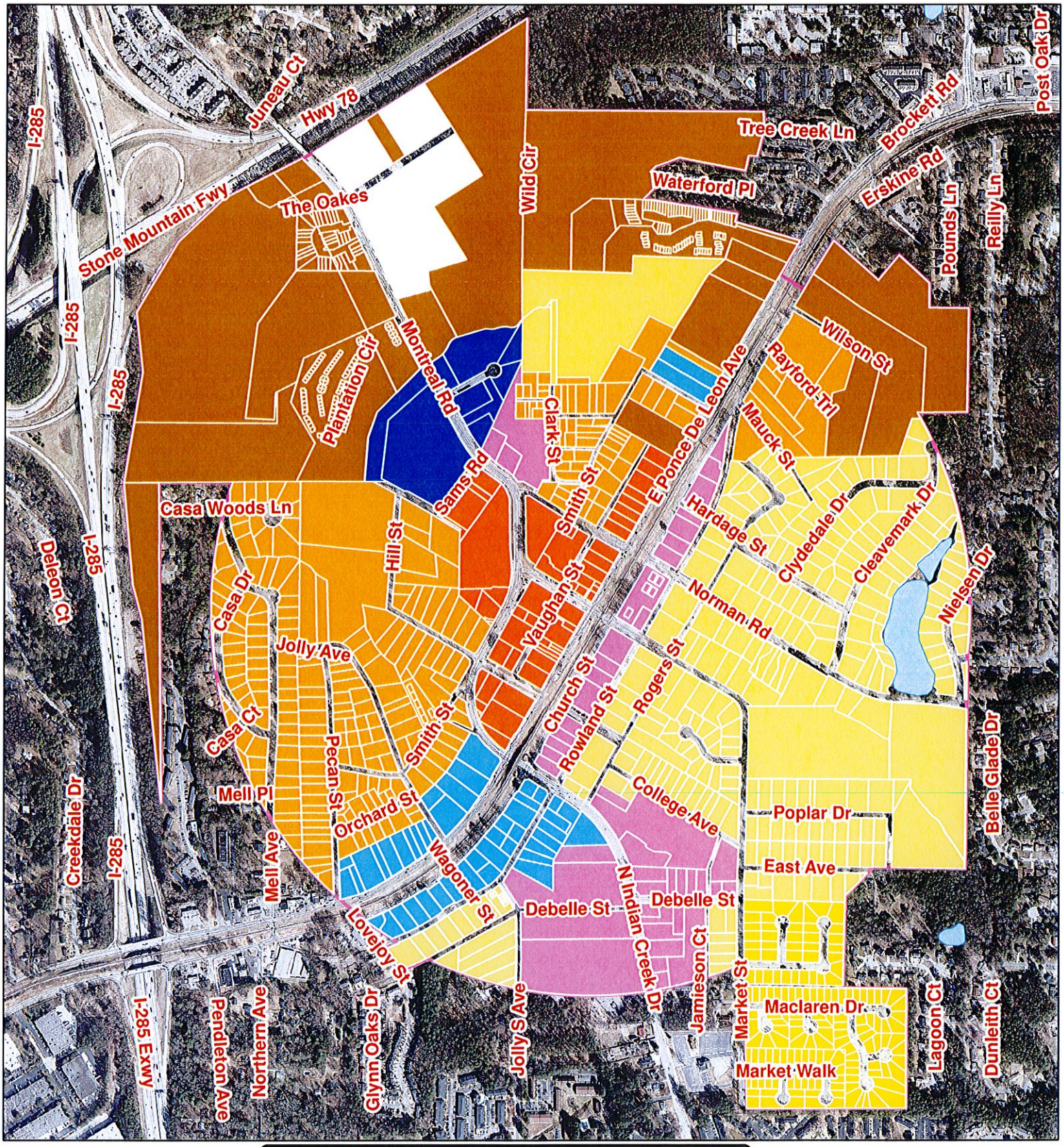
The applicant proposes to replace existing channel lettering on a gas station canopy with new lettering reflecting the brand's updated logo and color scheme. The proposed lettering is approximately the same size as the existing lettering. It is the opinion of Staff that this request falls under the provisions of Sec. 15.5-15, which governs non-conforming signs. However, it is also the opinion of Staff that request does conflict with the purpose and intent of the Sign Ordinance (Sec. 15.5-1), particularly given the consideration that the subject property is located in the Light Industrial (I) zoning district. The subject property is the only gas station currently within the City Limits and serves a need in the community.

STAFF RECOMMENDATION

Staff recommends **conditional approval** of the request by Aslin Adams, The Neon Zone, Inc., to install attached signage to an existing canopy at 1109 Montreal Rd. This recommendation is conditioned upon the granting of a variance from the provisions of the existing sign ordinance by the Mayor and City Council.

ATTACHMENTS

- Application Form
- Location Map w/ Zoning
- Concept Drawings
- Letter of Permission from Property Owner
- Cost Estimate
- Aerial Image w/ Sign Locations



City of Clarkston Zoning Map

- Lakes
- Light Industrial
- Low Density Neighborhood Commercial
- Moderate Density Neighborhood Commercial
- Neighborhood Residential - Community Development
- Neighborhood Residential 1
- Neighborhood Residential 2
- Neighborhood Residential 3
- Residential Commercial
- Town Center
- Clarkston

N
W E
S

0 0.125 0.25 Miles

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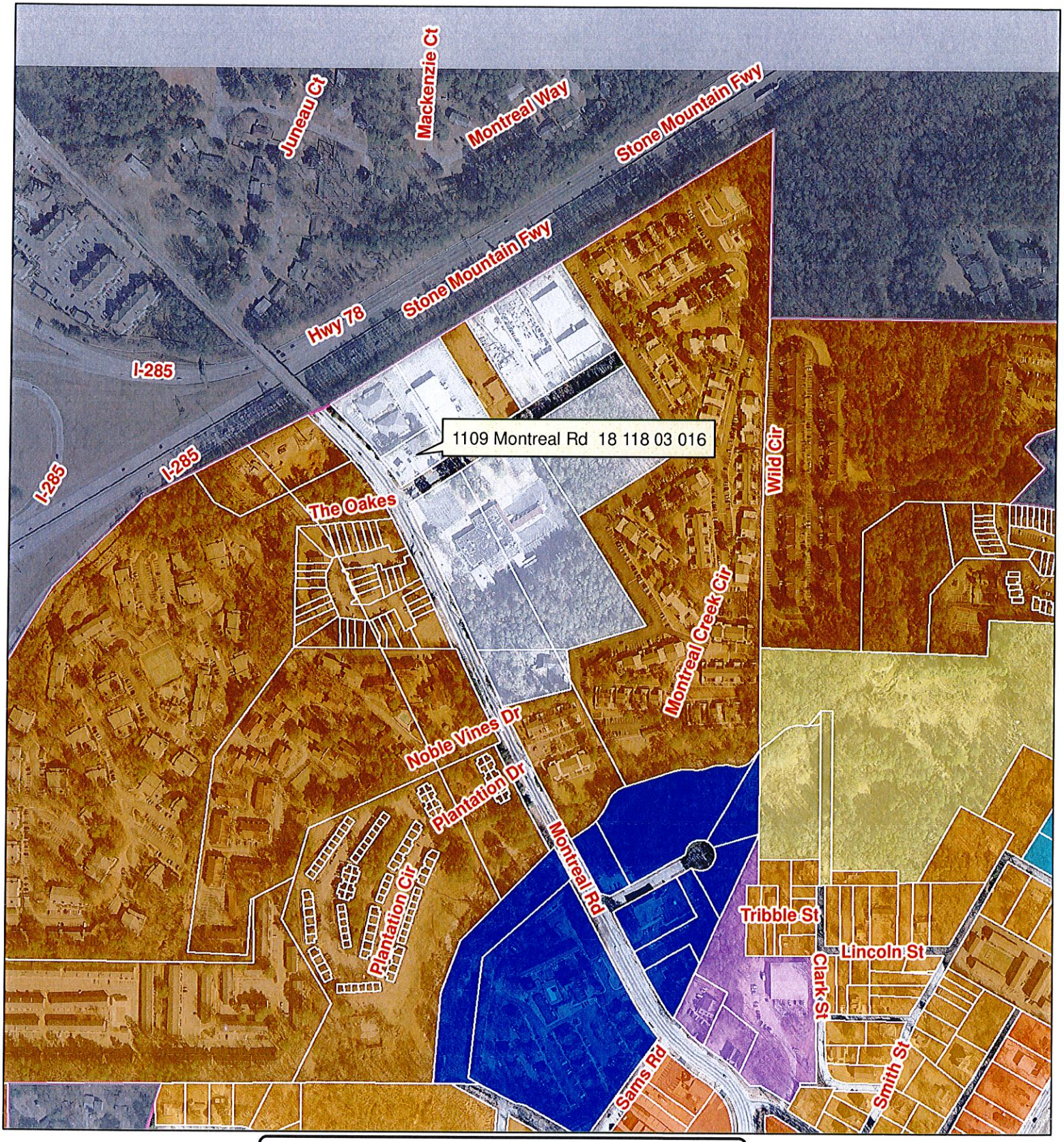
FOX ENVIRONMENTAL



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N
W E
S

0 0.05 0.1 Miles

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FOX ENVIRONMENTAL

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SIGN PERMIT APPLICATION

Form # 200-SP

This document must be completed in full by the Applicant. Please see Applicant Instructions for complete submittal requirements.

Date of Application	July 31 2013
Applicant Name	Ashley Adams
Business Name	Citgo
Business Address	1109 Montreal Rd, Clarkston
Business Phone Number	404 299 2264
Alternate Phone Number	678 493 2442
Email Address	SERVICE@NEONZONEONLINE.COM
Is this a commercial or residential use?	☒ Commercial ☐ Residential
Zoning District	C1
Contractor Erecting Sign (required)	THE NEON ZONE INC
Contractor Address	5675 Ball Ground Hwy, Ball Ground GA 30107
Contractor Business Phone	678 493 2442
Contractor Email Address	SERVICE@NEONZONEONLINE.COM
Address where Sign will be Erected	1109 Montreal Rd Clarkston
Description of Sign Position in Relation to Nearest Building	SIGN will be on gas canopy at station

FOR OFFICE USE ONLY

Permanent sign application fee is 10% of value of the sign to a maximum of $500.00

Payment Type: Check # _____ Cash _____ Money Order _____

Amount Paid: $ _____ Payment Received by _____

Comments:

Submittal Instructions ***(see Applicant Instructions for full requirements):***

1. Please make sure sign design conforms to City of Clarkston Code of Ordinances Section 15.5-1 et seq., available online at www.cityofclarkston.com before constructing sign.
2. Do not construct sign prior to issuance of permit.
3. Completed application and plans must be in the City Clerk's office no later than 5:00pm on the first day of the month in order to be on that month's Zoning and Review Committee agenda.
4. If application is incomplete, it will not be considered for approval.
5. Filing fee must be submitted with the application.
6. Applicant may appeal any decision to the City Council.
7. Please include **six (6) copies** of the following items with the application:
   a. Plans and specifications which **must include**: Included
      - Site plan of the building and all proposed and existing sign locations, including _____

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SIGN PERMIT APPLICATION

Form # 200-SP

signs both attached to the building as well as any detached monument type signs. Include dimensions of the building face to which the sign will be attached. ✓

- If the sign will be attached to a shopping center, strip center and/or as part of a complex of connected buildings, it must be uniform in location, size, and color of lettering to the adjacent existing signs. If these conditions apply to your situation, **you must provide photographs of the signs located adjacent to your proposed sign**. If there is a major tenant in the shopping center, include a photograph and dimensions of the major tenant sign. If there is no major tenant, please directly state this. _____

b. Sign dimensions and details, **including** a drawing and the following information:

Attached signs:

- Overall size of the building façade _____
- Size of the sign _____
- Bolt size (no less than 3/8") and connection types and details _____
- Color and size of font lettering (no more than 4" on attached signs _____
- Materials to be used _____
- Distance of the sign from the ground _____
- Amount of projection of the sign from the building _____

attached

Detached monument signs:

- Foundation details _____
- Sign colors _____
- Sign materials _____
- Distance of the sign from the ground _____

does not apply

c. The following additional documents _____

- Written consent of the owner of the building or land _____
- Electrical wiring diagrams where applicable _____
  - Insured electrical contractor information _____
- Copy of stress sheets _____
- Dead loads and wind pressure in any direction _____
- Hold harmless agreement to save City from damages _____
- Estimated/Actual Cost of Sign (copy of invoice) $ 3,130.00

does not apply

8. Your application will not be accepted or reviewed until all required submittal items are received.
9. Your application will be reviewed by the Planning and Zoning Commission on _____ (date). The Planning and Zoning Commission meetings are held at City Hall.

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SIGN PERMIT APPLICATION

Form # 200-SP

CONDITIONS

By submitting this Application, Applicant agrees to the following conditions which are mandatory for a sign permit in the City:

Insurance Requirement

Applicant must procure, maintain and keep in full force and effect at all times for so long as the sign that is the subject of this application is in place, liability insurance insuring against all third party liability claims and demands for injury to, or death of, persons, or damage to property which arise out of the installation, placement or maintenance of said sign. Such policy of insurance shall insure against any such claim, injury, or loss in an amount not less than $500,000.00, per occurrence, $1,000,000.00 General Aggregate for injury (including death) to one or more persons attributable to a single occurrence and for property damage. Such liability insurance may be in the form of general premises liability insurance. A certificate reflecting such insurance coverage shall be provided to the City before the issuance of any sign permit.

Maintenance of Sign

Applicant agrees to maintain said sign in a safe manner, so that it is not a hazard to pedestrian or vehicular traffic, and to conform to all zoning, traffic and safety ordinances of the City of Clarkston with regard to the placing of said sign.

Removal of Sign

The undersigned agrees to remove any sign upon request by the City of Clarkston, in the event it should be deemed by the City Manager to be hazardous to the health, safety and welfare of the public.

SO AGREED:

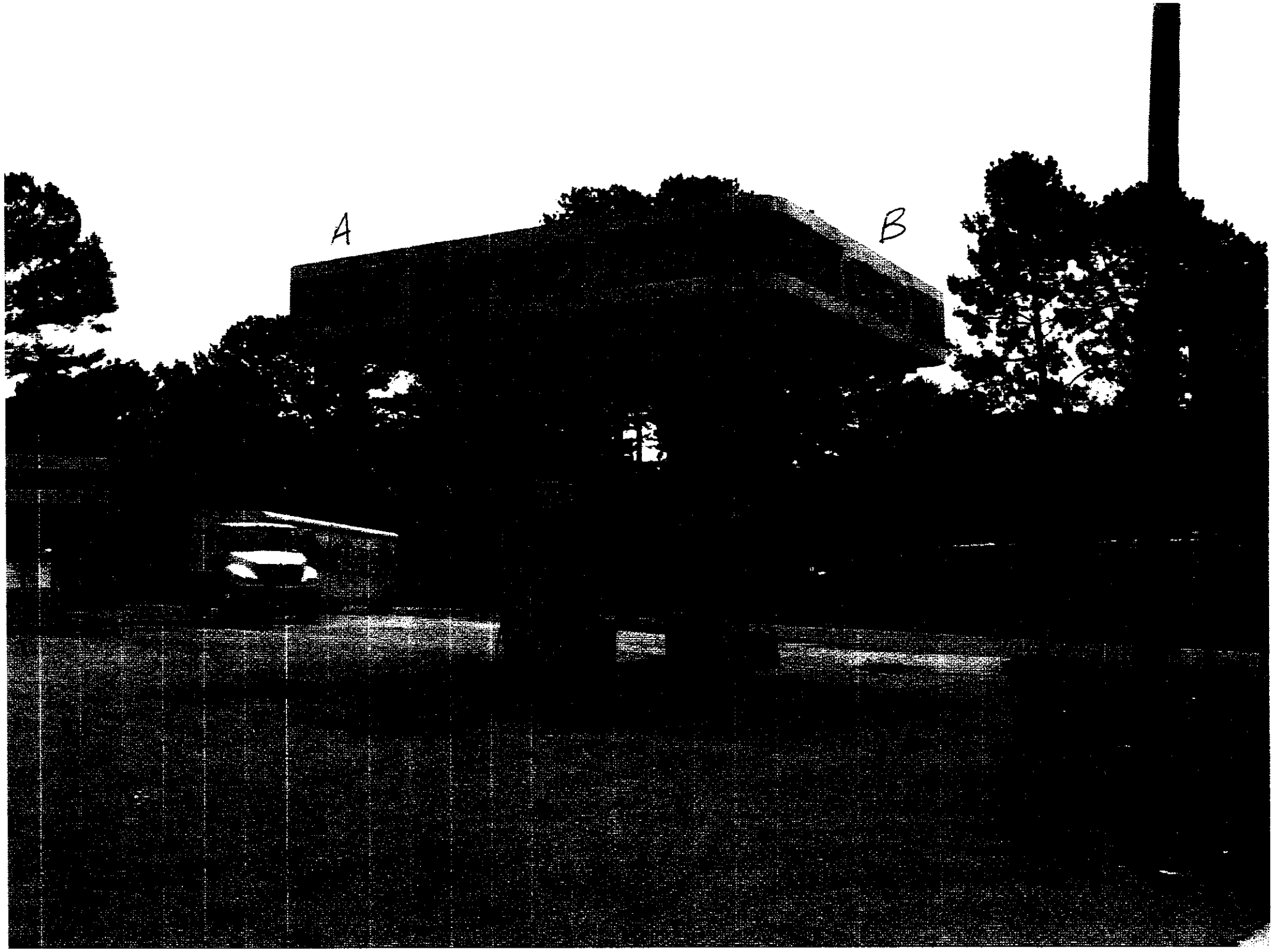
Applicant Signature _____ Date July 31 2013

Approval Planning & Zoning Committee:

Bobby L. WRIGHT — Print Name
Chrm P+Z — Title
Signature
9-17-13 — Date

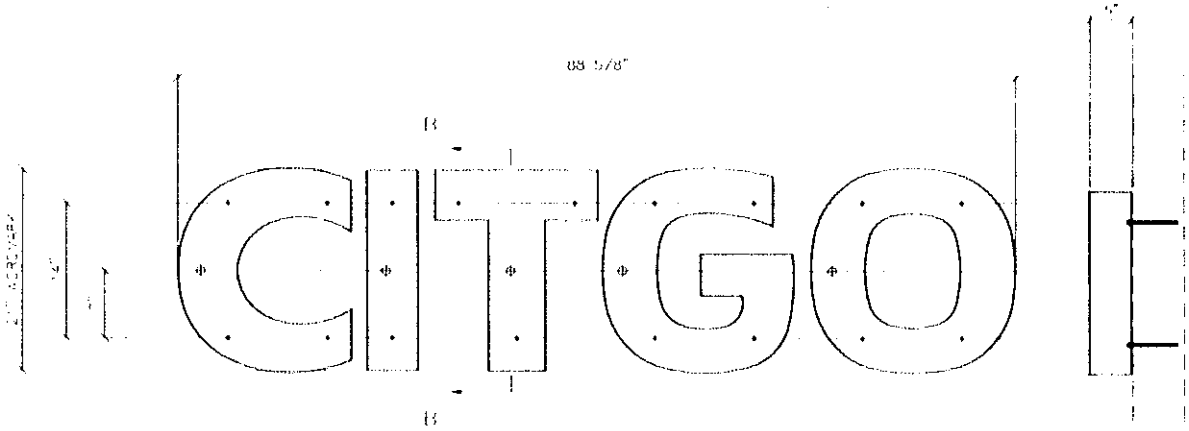
Approval by City Council (When Applicable):

Print Name — Title
Signature — Date


A
B

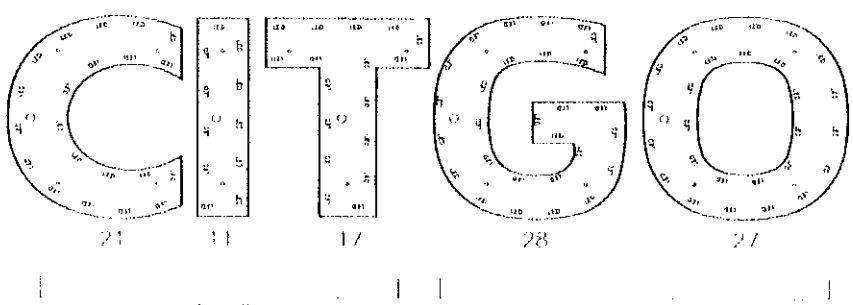
Canopy CITGO Channel Letters Sign Specifications

21" CITGO Channel Letters - LED Illuminated for Secondary Fascia



FACE LETTER DETAIL
SCALE N.T.S.

SECTION B-B
SCALE N.T.S.



ELECTRICAL LED LAYOUT
SCALE N.T.S.

1. V SERIES WHITE LAID OUT (3) MODULES PER FOOT, 4" ON CENTER FOR BOTH STD & FACE
2. EACH MODULAR 60 POWER SUPPLY CAN RUN UP TO 90 V SERIES WHITE MODULES
3. LAYOUT BASED ON 5" CAN DEPTH 3" CAN WITH FORMED FACE

ESTIMATED PRODUCT B.O.M. PER SIGN
104 EACH V SERIES WHITE MODULES 35FT
2 MODULAR 60 POWER SUPPLIES 120VDC (@ 1.0 AMPS 60WATTS)
1 100FT ROLL OF JACKETED CABLE

SIGN SPECIFICATIONS:

SIGN SIZE:

COPY BOX AREA 13.1934 SQ FT
ACTUAL SIZE 21" CITGO CHANNEL LETTERS

APPROXIMATE WEIGHT TOTAL LBD LB

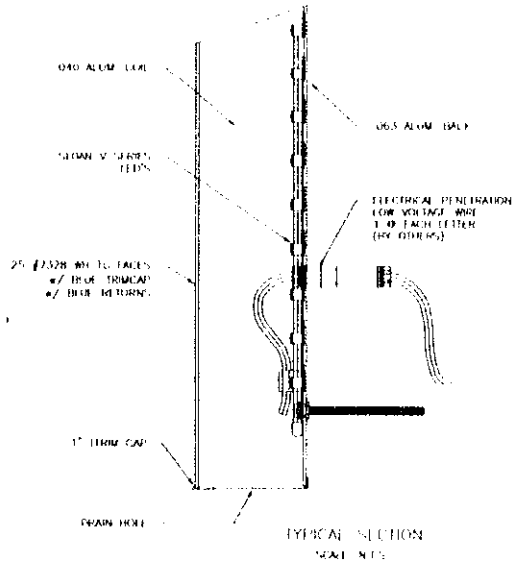
DESIGNED WIND LOAD LBD MPH (3 SEC. GUST EXPOSURE C)
COMPLIANT w/ NATIONAL BUILDING CODES & STANDARDS
(IBC, UBC, BOCA, AISC, ASCE7, ACI, & ALUM. DSGN. MANUAL)

ELECTRICAL

TOTAL AMPS LBD AMPS
CIRCUITS (1) 20 AMPS CIRCUITS
VOLTS 120

COLOR SPECIFICATIONS

RETURNS TO BE BLUE
TRIM CAP BLUE
FACE - PLEASE REFER TO COLOR RENDERING FOR COLOR AND GRAPHIC SPECS



TYPICAL SECTION
SCALE N.T.S.

NOTE Use 3/8" diameter bolts as noted
Wedge bolts in concrete or brick
Toggle bolts in concrete block or panel walls
TEK screws in metal stud walls
Lag bolts in wood stud walls
All thread bolts with blocking in ACM fascia

INSTALLATION NOTES

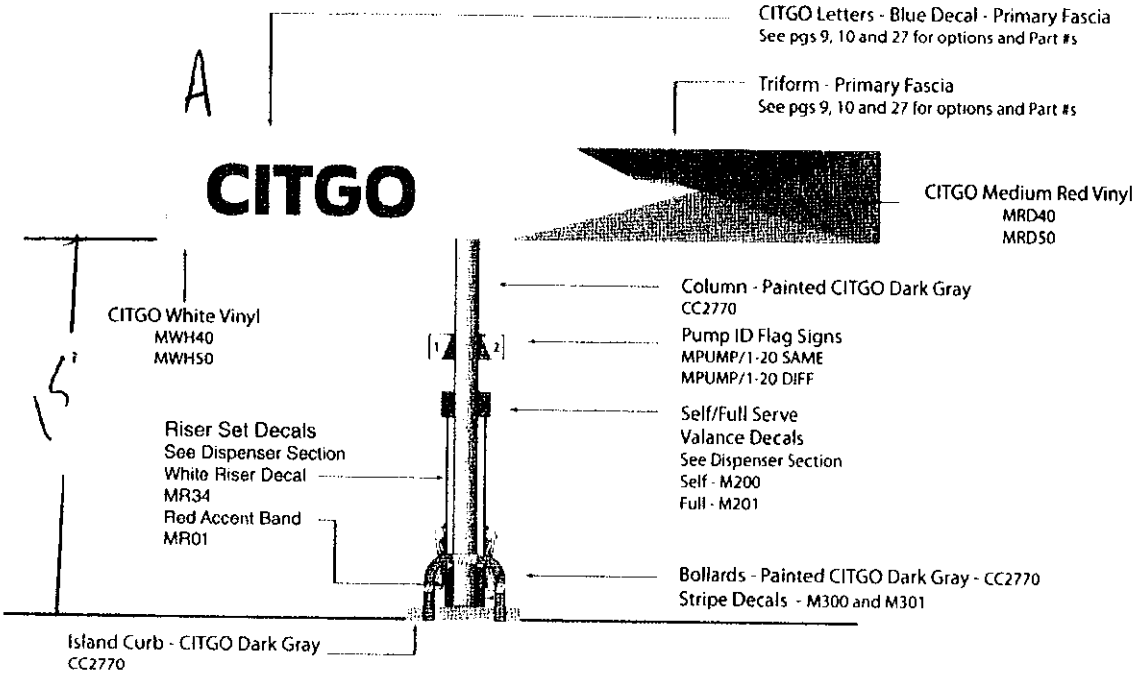
1. ALL WALL MOUNTING HARDWARE, ELECTRICAL CONNECTORS & CONDUIT (HARD OR FLEX) SUPPLIED BY OTHERS

Canopy face 44" x 25' = 91.6sf 20% = 18.3 sf

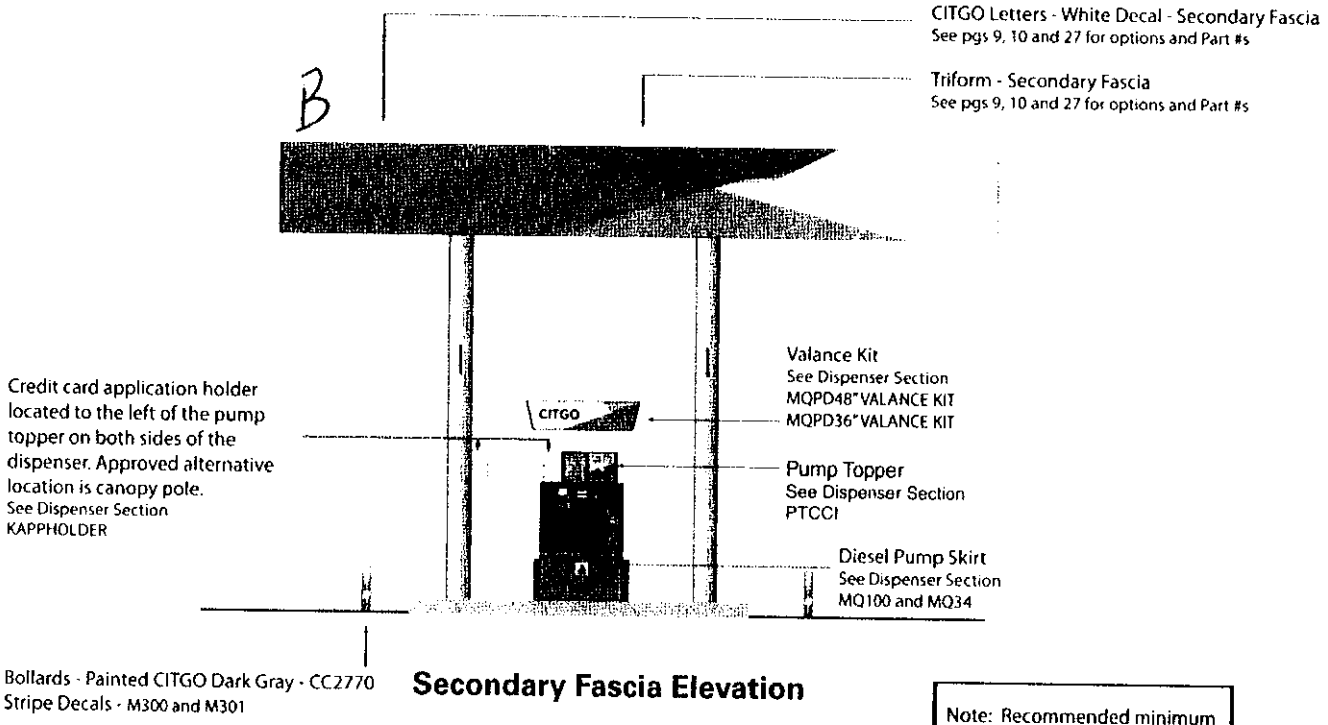
CITGO letters 21" x 88 5/8" = 12.9 sf

CITGO

Canopy Layout – Diesel (Optional)



Primary Fascia Elevation



Secondary Fascia Elevation

Note: Recommended minimum height of canopy is 17 feet.

August 29, 2013

To Whom It May Concern:

The Neon Zone, Inc. has my permission, as the building owner, to remove the existing "Citgo" letters on the gas canopy at 1109 Montreal Rd, Clarkston, and replace them with new "Citgo" letters for the image upgrade of my station.

Thank you,

AMIN CHITALWALA

Owner

Print this page for your records

Property Tax Information Results

Back

For additional assistance, contact (404) 298-4000.

Property Identification

[illegible]	18 118 03 016
[illegible]	1072034
[illegible]	1109 MONTREAL RD E
Property Type	Real Estate
Tax District	34 - CLARKSTON

Owner Information

	Last Name, First Name
Jan. 1st [illegible]	S & A FOOD & GAS INC
Current [illegible]	S & A FOOD & GAS INC
Owner Address	5883 HIGHWAY 85 RIVERDALE GA 30274 1403
Care of Information	

** CHANGE MAILING ADDRESS? **

Homestead Exemption

[illegible] - NO EXEMPTION

[illegible] $0.00

[illegible]

Other Exemption Information

Exemption Type	
Value Exemption Amount	$0.00

Deed Information

[illegible]	QUIT CLAIM DEED
[illegible]	22470 / 00681
Plat Book/Page	0 / 0

Property Characteristics/ Sales Information

[illegible]	9179
[illegible]	C1 - LOCAL COMM DIST
Improvement Type	
[illegible]	1973
Condition Code	AVERAGE
Quality Grade	GOOD
Air Conditioning	
Fireplaces	
Stories	1
Square Footage	2,080 Sq. Ft.
Basement Area	0 Sq. Ft.
% Bsmt Finished	0 Sq. Ft.
Bedrooms	
Bathrooms	
[illegible]	5/2/2011
Last Deed Amount	$0.00

Click here to view property map

Additional Property

For additional information on the data above, contact the Property Appraisal Department at 404-371-2471

Property Value/Billing Assessment

Taxable Year	2013
[illegible]	$167,700
[illegible]	$104,500
[illegible]	$0
[illegible]	$272,200
[illegible]	$108,880

Information as of 7/31/2013

Tax Information Summary

Taxable Year	2012
Millage Rate	0.05909
DeKalb County Taxes Billed	$6,731.34
DeKalb County Taxes Paid	$6,731.34
DeKalb County Taxes Due	$0.00
Total Taxes Billed	$6,731.34
Total Taxes Paid	$6,731.34
Total Taxes Due	$0.00
Last Payment Date for DeKalb County Taxes	11/19/2012
Last Payment Amount for DeKalb County Taxes	$3,365.67

Tax Paid Receipt Tax Bill Details

-- Choose a Tax Year -- Get Tax Payoff Info.

Prior Years Tax

**Please note that information below may be 7 days old.

DeKalb County Tax

TaxYear	Total Owed	Total Paid	Total Due
2012	$6,731.34	$6,731.34	$0.00
2011	$6,192.42	$6,192.42	$0.00
2010	$5,559.00	$5,559.00	$0.00
2009	$5,655.60	$5,655.60	$0.00
2008	$5,833.98	$5,833.98	$0.00
2007	$5,480.28	$5,480.28	$0.00
2006	$5,564.12	$5,564.12	$0.00
2005	$4,027.32	$4,027.32	$0.00

Delinquent Taxes/ Tax Sale Information

[illegible]
FiFa-GED Book/Page
Levy Date
[illegible]
[illegible]

Property Tax Mailing Address

DeKalb County Tax Commissioner
Collections Division
PO Box 100004
Decatur, GA 30031-7004

For additional assistance, contact (404) 298-4000.

THE NEON ZONE, INC.
d/b/a NZI Services

5675 Ball Ground Hwy, Ball Ground GA 30107
Phone: 678.493.2442 Fax: 678.880.3938
Email: office@neonzoneonline.com

ESTIMATE

DATE: 7/17/13 revised

NAME: Imran Ramji COMPANY: Next Level Petroleum

PHONE: FAX: EMAIL:

LOCATION: Citgo Centennial Image upgrade 1109 Montreal Rd, Clarkston 30021

All material costs paid directly by Next Level - ordered by and shipped to Neon Zone

Description	Materials	Labor
Install new Centennial Image decals on 3 sides of existing canopy fascia (106 l.ft.)	$ 1,126.64	$ 1,696.00
Install (2) 21" CITGO channel letter set on canopy (blue)	$ 3,130.00	$ 1,250.00
Decorate dispensers: valance, door skirt vinyl, riser vinyl, PID, octane, ethanol (2) **	$ 1,081.42	$ 820.00
Install pump flags on canopy columns (4)	$ 159.00	$ 88.00
Install bollard decals (2)	$ 15.72	$ 20.00
Install regulatory/ADA decals on canopy columns (4)	$ 13.16	$ 40.00
Pressure wash fascia only	$ -	$ 420.00
Patch front building fascia and prep for decals	$ 200.00	$ 340.00
Install Centennial Image vinyl on building fascia (67 l.ft.)	$ 361.20	$ 800.00
Paint: building body & fascia, island, columns, bollards, sign poles	$ -	$ 2,760.00
Permit acquisition fees	$ -	$ 295.00
Actual permit cost	$ -	TBD
Estimated Subtotals:	$ 6,087.14	$ 8,529.00
Sales tax on materials (20% per Citgo form):	$ 1,217.43	$ -
Estimated Total:	$15,833.57	

Pylon sign is current image - will remain as-is
All signs to be approved by local jurisdiction. Price adjusted as necessary for any changes in signage.
Canopy may not have circuit to connect canopy signs to electrical. Price of canopy sign installation does not include any electrical work.
** Citgo price form does not list costs of pump decals - materials cost may vary.

The above listed work is approved:_____ Date:_____
(signature required to begin work - fax to 678-880-3938)

The Neon Zone, Inc. is not responsible for any primary electrical work.

Estimates are valid for 30 days.

** Citgo price form does not list costs of pump decals - materials cost may vary.

The above listed work is approved:_____ Date:_____

(signature required to begin work - fax to 678-880-3938)

The Neon Zone, Inc. is not responsible for any primary electrical work.

Estimates are valid for 30 days.

General Terms and Conditions

Time for acceptance of agreement: This agreement and general terms must be signed by the Customer and returned to the contractor (The Neon Zone, Inc. - herein referred to as NZI) within 10 days of the date or contract will be deemed null and void. Acceptance by NZI of this agreement depends upon approval of Customer by the credit department. The Agreement consists of both the contract and these general terms and conditions.

Contractors required insurance: NZI shall carry insurance as required by law.

Permits and licenses: The Customer agrees to secure, maintain, and purchase any and all necessary permits and licenses from public authorities for the installation of any sign(s) on the premises.

Electrical work: NZI is not a licensed electrical contractor and is not responsible for any primary electrical wiring or routing. Customer shall provide all electrical wiring, outlets and/or connections for any sign(s) installed on premises.

Customer noninterference covenant: Customer shall not attempt to direct or demand work from workers on the site, exclude NZI from the site, remove any applicable site permits, or interfere in any way with NZI's work.

Custom fabrication: If any subjects of this proposal are to be specially manufactured goods, this contract is not subject to cancellation once signed and accepted. NZI shall not be responsible for any errors in plans, designs, specifications, or drawings furnished or approved by Customer or for effects caused thereby. Customer shall be responsible for any costs incurred to correct or modify any manufacturing or to make changes or alterations of products to be manufactured after this Agreement is in effect.

Payment: The Customer shall pay the NZI in full for the work as set forth in this Agreement, to be paid as follows: payment in full to NZI within 30 days of invoice date; early payment discounts may apply. Any additional charges incurred will be included on final invoice in addition to above listed amount. Customer agrees to pay a late charge on past due amounts at a rate of 1 ½ % per month until invoice is paid in full. In the event the contract is placed for collection or if collected by an attorney or through any court, Customer shall pay any reasonable attorney's fees equal to 15% of the remaining unpaid balance or the maximum amount allowed by law.

Change orders: Any changes or additions to the initial contract will be agreed to by the Customer and NZI in writing and may incur additional charges which will be paid by the Customer.

Unforeseen circumstances: The Customer agrees to pay for any additional costs or 'soft charges' incurred by NZI due to adverse site conditions which can include but is not limited to soil conditions, rock, utility lines, pipes, or other unforeseen structural conditions or situations that affect sign/image installation.

Default: In the event that either party defaults in performing any covenant hereof, the non-defaulting party shall deliver to the defaulting party a dated "notice of default," specifying the default and requesting the correction thereof. In the event it is not corrected within ten (10) days after receipt of said notice, the non-defaulting party shall have all remedies at law and in equity for said default. In addition to any other remedy for default provided for herein or at GEORGIA law. Contractor shall have the right, but not the obligation to, suspend or terminate its work(s), to retain all deposits then held and to peacefully repossess all materials previously delivered or installed, for which payment has not been made in full, to remove its equipment from the job site and terminate this agreement. NZI may at once and without

payment has not been made in full, to remove its equipment from the job site and terminate this agreement. NZI may at once and without notice or process of law, take possession of and remove all materials used or intended for use in the construction and/or installation of proposed work as described in Contract without liability to the Customer whatsoever. This right shall be in addition to any and all rights of NZI to collect any and all monies owed to it by the Customer.

Delays: In the event the completion of work is prevented or delayed due to damage or destruction of the site or any of its components, fire, accident, vandalism, theft, labor strikes, warfare, unavailable materials, unforeseen commercial delays, weather, acts of God, delay of any governmental agency in issuing any required permit or certificate, or in performing inspections, litigation, or other causes beyond reasonable control then the completion of work shall be delayed until a later date and NZI shall notify Customer reflecting the same. If Customer disputes or challenges delays then this Agreement may be terminated by NZI where upon all sums then due for work(s) completed shall be immediately due and payable to NZI.

Notices: Any notice shall be sufficient of delivered to the address of the party given in the Agreement, by hand or U.S. mail or may be electronically submitted via facsimile or e-mail.

Assignment: Neither this Agreement nor any warranty granted herein is assignable.

Time is of the essence for this agreement: Upon receipt of the signed contract and receipt of a deposit check, if applicable, the work specified in this contract will be put in to action as fast as possible.

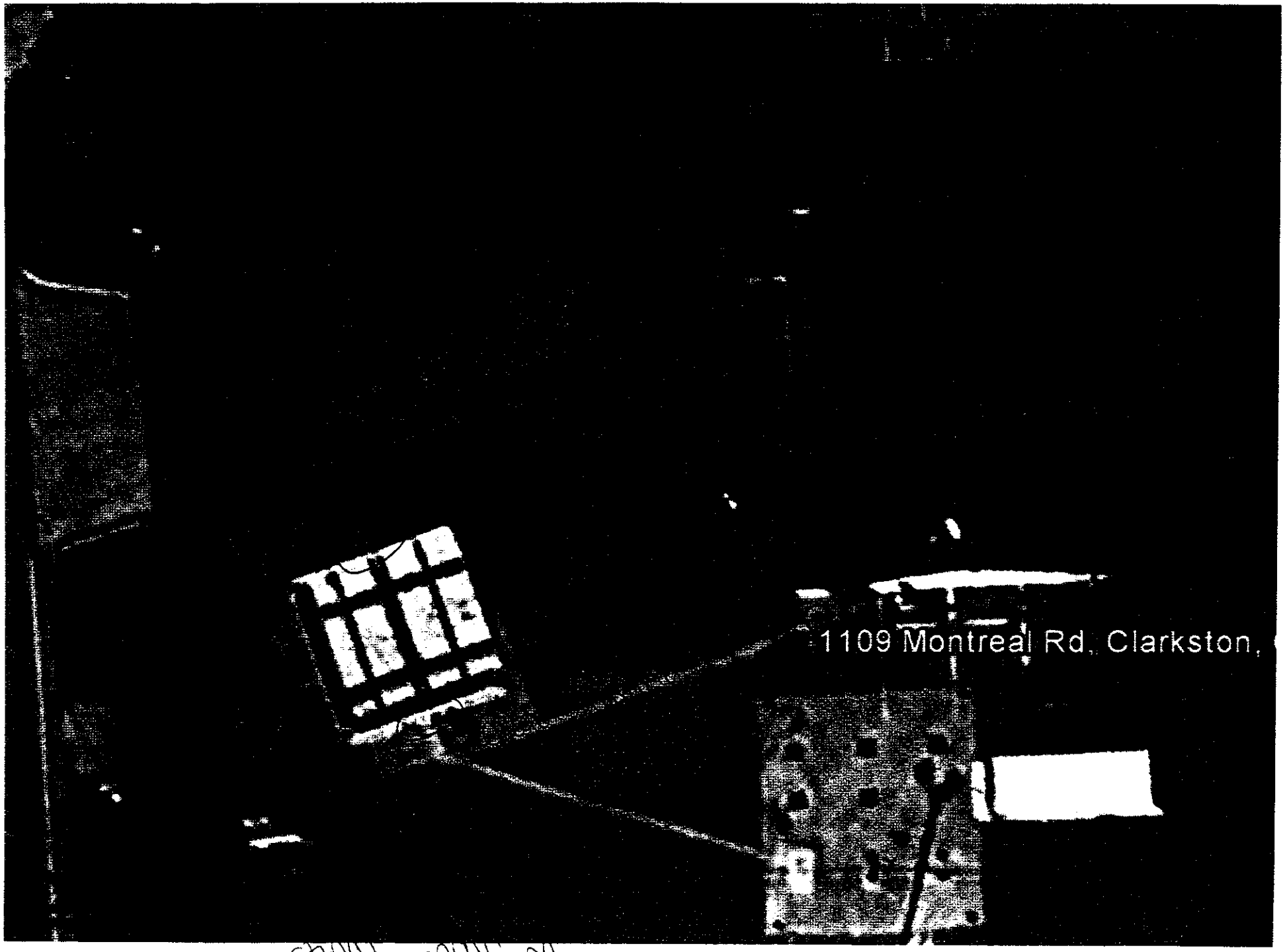
Effective date: This agreement is in full effect when signed and returned to NZI and applicable terms are met.

Governing law, venue, waiver of the jury trial and attorney fees: This agreement is to be governed by the law of GEORGIA. Venue for any action other than a lien foreclosure may, at NZI's option, lies in its home county. The parties intentionally waive the right of a jury trial in any litigation arising under this Agreement; the prevailing party shall recover its attorney fees and costs.

Entire agreement: No prior representation: Amendment: This is the entire agreement upon NZI and Customer. There is no representation past or present, by NZI or any person acting for NZI, which does not appear herein. This agreement may not be amended except by a written change order or amendment executed and paid for as provided herein.

Severability: Any remaining provisions hereof shall remain in full force and effect.

Acceptance of the contract constitutes agreement to these general terms and conditions.



Existing