



Frankfort Plant Board

Water

***BID INVITATION #1701***

ISSUED ON

September 11, 2020

BY

THE ELECTRIC & WATER PLANT BOARD OF  
THE CITY OF FRANKFORT, KENTUCKY

FOR

US127 ELEVATED TANK  
PAINTING PROJECT

TO BE OPENED ON

September 25, 2020 at 2:00 pm

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### **III. ADVERTISEMENT FOR BID**

**Frankfort Plant Board  
305 Hickory Drive  
Frankfort, KY 40601**

Separate sealed Bids for the US 127 Elevated Tank Painting Project, together with all related appurtenances will be received by the Frankfort Plant Board until 2 p.m. local time, September 25, 2020; and then opened and publicly read aloud.

**The program of work for which Bids are to be submitted consist of an exterior overcoat, interior blast and paint, miscellaneous repairs/alterations, together with all related work and appurtenances.**

**Specifications and documents may be examined at the following location:**

Frankfort Plant Board  
Service Center  
305 Hickory Drive  
Frankfort, KY 40601

**Specifications and documents may be obtained electronically from Frankfort Plant Board's website: [fpb.cc](http://fpb.cc)**

**All potential bidders are advised that a mandatory inspection/pre-bid meeting will be held Sept 17, @ 11:00 am local time. Location at tank site on US 127.**

Bids shall be accompanied by a certified check or bid bond in an amount equal to five percent (5%) of the bid to insure the execution of the contract for which the bid is made. In case the bid is not accepted, the check or bid bond will be returned to the bidder, but if the bid is accepted and the bidder shall refuse or neglect to enter into a contract with the Plant Board within ten (10) days after the time bidder has been notified of the acceptance of the bid, the said check or bid bond shall be forfeited to the Plant Board as liquidated damages for the failure to do so.

**No bidder may withdraw bid for a period of ninety (90) days after closing time scheduled for the receipt of Bids.**

**The Plant Board reserves the right to waive informalities and to accept or to reject any and all bids. Nothing shall obligate the Frankfort Plant Board to enter into a contract with any bidder.**

**David Billings, P.E.  
Director of Water Operations**

## IV. INSTRUCTIONS TO BIDDERS

### 1. SUBMISSION OF BIDS

- A. The following certificates or notices are included as a part of this documentation and shall be returned as a part of the bid response package.
- A General Safety Program (GSP) Notice
  - A Drug free Workplace Compliance (DWC)
  - Equal Opportunity Employment
- B. Each bid should be in a SEPARATE SEALED ENVELOPE and have typed on the envelope the INVITATION NUMBER, OPENING DATE, AND TIME. No responsibility will be attached to the Frankfort Electric & Water Plant Board for the premature opening of or failure to open a bid not properly addressed or identified.
- Bids must be received in the office of the Frankfort Electric & Water Plant Board, 305 Hickory Drive, Frankfort, Kentucky, 40601, in a sealed envelope not later than the time specified for opening of bids, at which time all bids received will be publicly opened and read in the Bid Opening Room. It shall be the Bidder's responsibility that the bids are delivered to the above address no later than the time specified. Bidders are invited to attend public bid openings; also, to review complete bid files after awards have been made.
- C. Bids may be rejected unless filled out in ink or typewritten and signed in ink by a proper agent of the firm.
- D. Telegraphic bids, facsimile bids, or modifications of bids by telegram are not acceptable.
- E. Conditional bids are not acceptable.
- F. It is the responsibility of each Bidder before submitting a Bid to:
- Examine the Bid and Contract documents thoroughly.
  - Visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the work.
  - Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work.
  - Study and carefully correlate Bidder's observations with the Bidding and Contract documents and notify Owner of all conflicts, errors, and/or the discrepancies.
- G. All bids shall remain subject to acceptance for a period of ninety (90) days after the date of the Bid opening.
- H. Each bid must be accompanied by Bid security made payable to the Owner in the amount equal to five percent of the Bidder's Bid, and in the form of a certified bank check or Bid Bond issued by a surety.
- I. Retain one complete copy of the bid for your file and return original with your bid.

- J. Bids may be withdrawn at any time prior to opening upon written request by the bidder. Negligence on the part of the bidder in preparing the bid shall not constitute a right to withdraw bid after it has been opened.

## **2. BID SCHEDULE/SIGNATURE PAGE**

- A. Bidders should quote on a lump sum basis.  
For discrepancies between figures and written amounts, precedence will be given to the written amounts.  
Special Note: Bid shall be awarded based on the lowest and most responsible bid.
- B. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- C. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- D. All names must be typed or printed below the signature.
- E. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- F. The address, telephone number and contact person for communications regarding the Bid must be shown.

## **3. QUALIFICATIONS OF BIDDERS**

- A. To demonstrate qualifications to perform work, each Bidder must be prepared to submit within five (5) days of Owner's request, written evidence such as financial data, previous experience, present commitments and other such data as may be called for. The Owner may make an investigation as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose, as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

## **4. AWARD OF CONTRACT**

- A. The Owner reserves the right to reject any and all Bids and to waive informalities or minor defects. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 90 days after the actual date of opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder. In the event that the lowest responsive and responsible bid is within the Owner's budget, the Contract will be awarded to the lowest responsive and responsible Bidder which, in the Owners sole and absolute judgment, will best serve the interest of the Owner.

- B. In determining the lowest responsive and responsible Bidder, the following elements will be considered: (1) lowest price, (2) if the Bidder has a satisfactory performance record, (3) if the Bidder has a suitable financial status to meet obligations incidental to the work, (4) if the Bidder involved maintains a permanent place of business, (5) if the Bidder has adequate personnel and equipment to perform the work properly within the time allotted, (6) number of and acceptability by the Owner of any and all proposed Subcontractors, (7) the completeness and regularity of the Bid Schedule and (8) time schedule of delivery. In addition, the Owner may consider in making the determination (1) the selection of equipment (or materials), (2) alternate equipment (or materials), and (3) deductions or other modifications listed in the Bid Schedule.
- C. When Owner gives a Notice of Award to Successful Bidder, it will be accompanied by unsigned copies of the Contract and other appropriate documents. Within 10 days thereafter, Contractor shall sign and deliver the copies of the Contract and attached documents to Owner with the required Bonds and Insurance. The Owner shall deliver two fully executed copies of the Contract to Successful Bidder, along with the Notice to Proceed subsequent to Board approval, at the earliest scheduled Board meeting.
- D. The Bidder who has a Contract awarded to him/her and who fails to promptly and properly execute the Contract shall forfeit the Bid Security that accompanied his Bid, and the Bid Security shall be retained as liquidated damages by the Owner, and it is agreed that this sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into a Contract as hereinbefore provided. Bid Security deposited in the form of a certified check, or cashier's check shall be subject to the same requirement as a bid bond.

## 5. INSURANCE / INDEMNIFICATION/ BONDS

The Contractor shall take out and maintain during the life of this Contract such Public Liability (Bodily Injury and Property Damage) insurance as to protect themselves and any Subcontractor performing work covered under this Contract, from claims for damages because of bodily injury, including accidental death, and from claims for property damages, which may arise from operations under this Contract, whether such operations by him/her or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor's insurance shall likewise protect the Owner and Engineer and save them or either of them harmless for acts of the Contractor.

Our contract requires that you return to us a signed contract and Certificate of Insurance showing commercial general liability, business auto liability, pollution, and employer's liability insurance.

Moreover, our contract requires that you provide a copy of any endorsement issued by your insurance company naming us as an additional insured on a primary and non-contributory basis. We must receive these before you begin work on the project.

### YOUR POLICIES SHOULD ALSO:

- Include at least \$2,000,000.00 limits for commercial general liability, business auto liability and employer's liability with umbrella limits of \$4,000,000.00.
- Be issued by an insurance carrier that maintains an A.M. Best's rating of "A-" or better, is duly admitted in the State of Kentucky, and is reasonably acceptable to us.

THE COMMERCIAL GENERAL LIABILITY POLICY SHOULD:

- Include commercial general liability aggregate limits of at least \$2,000,000.00 with the general aggregate limit applicable per project.
- Be an occurrence coverage form equivalent to ISO's CG 00 01 10 01.
- Include coverage for liability arising from premises-operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including tort liability of another assumed in a business contract).
- Include no endorsements or modifications arising from explosion, collapse, underground property damage, or work performed by subcontractors.
- Include a waiver of subrogation.
- Name us as an additional insured on a primary and non-contributory basis for ongoing and completed work using ISO form, CG 20 10 11 85 or a combination of ISO forms, CG 20 10 10 01 and CG 20 37 10 01.

ADDITIONALLY, WE REQUIRE THAT YOUR BUSINESS WILL:

- Carry completed operations insurance for one year.
- Name FPB as an additional insured on a primary and non-contributory basis on your commercial general liability insurance for one year.
- Provide at least thirty (30) days' written notice prior to cancellation or termination of your commercial general liability, business auto liability, and employer's liability policies.

THE POLLUTION OR ENVIRONMENTAL IMPAIRMENT POLICY SHOULD:

Include limits of at least \$2,000,000.00 per incident and a \$2,000,000.00 aggregate.

ALL INSURANCE SHALL BE WRITTEN ON A COMPREHENSIVE POLICY FORM.

INSURANCE, WORKERS' COMPENSATION:

The Contractor shall take out and maintain, during the life of this Contract, Workmen's Compensation Insurance, including occupational disease provisions, for all of the employees employed at the site of the project, and in case any work is sublet, the Contractor shall require the Subcontractors similarly to provide Workmen's Compensation Insurance, including occupational disease provisions, for all the latter employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate coverage for the protection of his employees not otherwise protected. The insurance policy shall contain a clause or endorsement to save the Engineer and the Owner harmless for any acts of the Contractor.

**INDEMNIFICATION:**

The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless the Owner, Engineer, their representatives, designees, officers, directors, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Contractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Contractor shall not be obligated to indemnify and defend Owner or Engineer for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

**CERTIFICATE OF INSURANCE:**

At a minimum, the Certificate of Insurance shall contain the following information: (1) name of insurance company, (2) policy number and liability limits on all policies, (3) date of expiration of all policies, (4) statement that thirty (30) days' notice of cancellation will be given to the Owner and the Engineer, and (5) statement that coverage that will hold the Owner and Engineer harmless for acts of the Contractor is included.

**PERFORMANCE BOND AND PAYMENT BOND:**

A Performance Bond in the amount of 100 percent of the Bid Price and a Payment Bond in the amount of 100 percent of the Bid Price, each with corporate surety approved by the Owner, will be required for the faithful execution of the Contract.

Performance and Payment Bonds shall run for a period of one (1) year after final acceptance of work by the Owner.

**6. RETAINAGE**

- A. The owner will deduct ten percent (10%) from each partial payment as a retained amount until fifty percent (50%) of the work is complete. Once more than fifty percent (50%) of the work is complete, the owner will deduct five percent (5%) from each partial payment as a retained amount.

**7. PAYMENT REQUEST**

- A. Request for payment shall be submitted to Consultant. Requests for partial payment may be made on monthly increments. Failure to include requested weekly documentation might delay payment request. Upon review and approval, Consultant will forward pay request to Owner for processing.



## **8. ACCEPTANCE AND FINAL PAYMENT**

- A. When the Contractor has completed the work in accordance with the terms of this specification and all construction has operated satisfactorily for 30 calendar days, the Contractor shall submit to the Owner a Request for Final Payment. Processing and issuing of the Final Payment to the Contractor will be made within thirty (30) business days and will indicate acceptance of construction.

## **9. CONTRACT TIME**

- A. Construction of this project must be complete and ready for final payment within 60 calendar days from the Date of the Notice to Proceed.

## **10. LIQUIDATED DAMAGES**

- A. For each and every workday that the work or any portion thereof is not completed after the construction time as specified above, the contractor shall pay to the owner, not as a penalty but as liquidated damages, \$1,500 per day.

## **11. DRAWINGS & INFORMATION TO BE FURNISHED BY THE CONTRACTOR**

- A. The Contractor shall furnish to the Owner for review three (3) sets of shop drawings and descriptive literature for all manufactured or fabricated items. Detailed information on materials shall be provided when requested by the Owner. Additional information such as special drawings, schedules, and calculations shall be provided when specifically required in the technical specifications.

The term “shop drawings” shall mean drawings, prints, descriptive literature, test reports, samples, calculations, schedules, material lists and information, and items of similar meaning. No material shall be fabricated or shipped unless the applicable drawings or submittals have been reviewed by the Owner.

The Contractor shall review and check all drawings and submittals. Contractor shall indicate his/her review by initials and date and shall also reference each of the applicable item, section or division of the specifications. If the drawings or submittals deviate from the Drawings, the Contractor shall advise the Owner in writing, of the deviation and the reasons therefore.

In the event the Contractor obtains the Owners acceptance for the use of material or equipment other than that which is shown on the Drawings or specified, the Contractor shall, at his/her own expense, and using methods acceptable to the Owner, make any changes to structures, piping, electrical work, etc., that may be necessary to accommodate this equipment.

Review by the Owner of shop drawings or submittals of material and equipment shall not relieve the Contractor from the responsibility of furnishing same of proper dimension, size, quality, quantity, materials and all performance characteristics to efficiently perform the requirements and intent of the contract drawings. Review shall not relieve the Contractor from responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the project and compliance with the information given in the Drawings.

Review of shop drawings shall not be construed as releasing the Contractor from the responsibility of complying with the specifications.

**12. ~~“AS-BUILT” DRAWINGS \*\*\*N/A\*\*\*~~**

- A. ~~The Contractor shall submit one (1) set of “As Built” Drawings. These prints shall be kept and maintained in good condition at the project site and a qualified representative of the Contractor shall enter upon these prints, the actual “as-built” records of the construction progress. Entries and notation shall be made in a neat and legible manner and these prints shall be delivered to the Owner upon completion of the construction. Approval for final payment will be contingent upon compliance with this provision.~~

**13. LAWS AND REGULATIONS**

The Bidder’s attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

**14. SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this contract, the Contractor shall:

- A. Comply with the safety standards provisions of applicable laws, building and construction codes and the “Manual of Accident Prevention in Construction” published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the “Federal Register”, Volume 36, No. 75, Saturday, April 17, 1971.
- B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- C. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or doctor’s care of persons (including employees) who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor’s care.

**15. WAGE RATES**

Not applicable.

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This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

3. List projects presently under construction by your firm, dollar volume of the contract, and the percent of completion.

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4. Have you ever failed to complete work awarded to you? If so, please state where and why.

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5. Have you ever performed similar work under the direction of a Consulting Engineer or Registered Architect? If so, list up to three such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent project).

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6. Give the name, address, and telephone number of an individual who represents each of the following who the owner may contact to investigate your financial responsibility; a surety, a bank and a major material supplier.

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7. The following subcontractors are proposed to be employed to furnish portions of the work:

<u>NAME</u>	<u>ADDRESS</u>	<u>TYPE OF CONSTRUCTION</u>	<u>% OF TOTAL WORK</u>
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1)

2)

Respectfully Submitted,

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Signature

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Title

## VI. SPECIFICATIONS

### US127 ELEVATED TANK PAINTING PROJECT

#### SECTION 00010

#### SUMMARY OF WORK

##### PART 1 GENERAL

##### 101. SCOPE OF WORK COVERED BY THE CONTRACT

- A. These Specifications are for the cleaning and painting of a storage tank located within the system.
- B. The work is in **Frankfort, KY**

Work items in this Contract include:

**See Section 00013 of Specifications.**

**END OF SECTION**

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00010-1

**SECTION 00011****SUBMITTALS****PART 1 GENERAL****1.01 DESCRIPTION OF REQUIREMENTS**

- A. This section specifies the general methods and requirements of submissions applicable to the construction schedule and shop drawings, product data, and samples. Additional general submission requirements are contained in INSTRUCTIONS TO BIDDERS. Detailed submittal requirements are specified in the technical Specifications sections.

**1.02 CONSTRUCTION SCHEDULE**

- A. In addition to the progress schedule requirements specified in INSTRUCTION TO BIDDERS, the CONTRACTOR shall, within 10 days after the Notice to Proceed, provide and submit to the CONSULTANT for review the schedule the CONTRACTOR plans to maintain in order to successfully construct the work within the time allotted. The schedule shall account for all work of the CONTRACTOR and the Subcontractors.
- B. The CONTRACTOR shall update the schedule information monthly and submit the updated information to the CONSULTANT at the same time the pay estimate is prepared. The schedule shall contain all the items of the periodic estimate and pay schedule.
- C. The CONTRACTOR bears full responsibility for scheduling all phases and stages of the work including all Subcontractors' work to ensure its successful prosecution and completion within the time specified in accordance with all provisions of the Contract Documents.

**1.03 SHOP DRAWINGS, PRODUCT DATA, SAMPLES, O&M INSTRUCTIONS**

- A. Submittal of these items shall comply with INSTRUCTION TO BIDDERS, in addition to the more detailed requirements listed in this section.
- B. Shop Drawings
  - 1. Shop drawings, as defined in the INSTRUCTION TO BIDDERS, and as specified in the technical Specifications include, but are not necessarily limited to, custom-prepared data such as fabrication and erection/installation drawings, scheduled information, setting diagrams, actual shopworn manufacturing instructions, custom templates, special wiring diagrams, coordination drawings, individual system of equipment inspection and test reports including performance curves and certifications, as applicable to the work.

2. All details on shop drawings submitted for review shall show clearly the relation of the various parts to the main members and lines of the structure, and where correct fabrication of the Work depends upon field measurements, such measurements shall be made and noted on the shop drawings before being submitted for review.

C. Product Data

1. Product data as specified in individual sections include, but are not necessarily limited to, standard prepared data for manufactured products (sometimes referred to as catalog data), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, manufacturer's printed statements of compliance's and applicability, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing, and printed product warranties, as applicable to the Work.

1.04 CONTRACTOR'S RESPONSIBILITY

- A. The CONTRACTOR shall review shop drawings, product data, and samples prior to submission to determine and verify the following:
  1. Field measurements
  2. Field construction criteria
  3. Catalog numbers and similar data
  4. Conformance with the Specifications



- B. All shop drawings submitted by subcontractors for review shall be sent directly to the CONTRACTOR for preliminary checking. The CONTRACTOR shall be responsible for their submission at the proper time to prevent delays in delivery of materials.
- C. The CONTRACTOR shall notify the CONSULTANT and OWNER in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.
- D. The review of shop drawings, samples or catalog data by the CONSULTANT shall not relieve the CONTRACTOR from his responsibility about the fulfillment of the terms of the Contract.
- E. No portion of the work requiring a shop drawing, working drawing, sample, or catalog data shall be started nor shall any materials be fabricated or installed prior to the review or qualified review of such item. Fabrication performed, materials purchased, or on-site construction accomplished which does not conform to reviewed shop drawings and data shall be at the CONTRACTOR'S risk. The OWNER will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.
- F. Project work, materials, fabrication, and installation shall conform with reviewed shop drawings, working drawings, applicable samples, and catalog data.

#### 1.05 SUBMISSION REQUIREMENTS

- A. The CONTRACTOR shall make submittals in such sequence as to cause no delay in the work or in the Work of any other Contractor.
- B. Number of submittals required:
  - 1. Shop Drawings: Submit   3   copies.
  - 2. Product Data: Submit   3   copies.
- A. Samples: Submit number stated in the respective Specification sections.

**ALL BONDS AND INSURANCE DOCUMENTS SHALL BE ORIGINALS, SIGNED AND DATED AS SUCH. PHOTOCOPIES WILL NOT BE ACCEPTED.**

- C. Submittals shall contain:
  - 1. The date of submission and the dates of any previous submissions.
  - 2. The Project title, Contract number, and submittal number.
- A. Contractor identification.

4. The names of:
  - a. CONTRACTOR
  - b. Supplier
  - c. Manufacturer
5. Identification of the product, with the Specification section number.
6. Applicable standards, such as ASTM or Federal Specification numbers.
7. Identification of deviations from Contract Documents.
8. Identification of revisions on re-submittals.

#### 1.06 RESUBMISSION REQUIREMENTS

- A. The CONTRACTOR shall make any corrections or changes in the submittals required by the CONSULTANT and resubmit until accepted, in accordance with the following:
  1. Shop drawings and product data:
    - a. Revise initial drawings or data and resubmit as specified for the initial submittal.
    - b. Indicate any changes which have been made other than those requested by the CONSULTANT.
  2. Samples: Submit new samples as required for initial submittal.
- B. The CONTRACTOR shall bear the cost for all review and processing after the second re-submittal.

#### 107. GENERAL PROCEDURES FOR SUBMITTALS

- A. Coordination of Submittal Times: The CONTRACTOR shall prepare and transmit each submittal sufficiently in advance of performing the related Work or other applicable activities, or within the time specified in the individual Work section of the Specifications, so that the installation will not be delayed by processing times including disapproval and re-submittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities.

**END OF SECTION**

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00011-4

**SECTION 00012****CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS****PART I GENERAL****1.01 SANITARY FACILITIES**

- A. The CONTRACTOR shall construct and maintain, in a sanitary condition, sanitary facilities for the CONTRACTOR'S employees and also employees of the Subcontractors. The CONTRACTOR shall, at completion of the Contract Work, properly dispose of these sanitary facilities.

**1.02 UTILITIES**

- A. The obtaining of all utilities for construction, including power and water, shall be the responsibility of the CONTRACTOR, and he shall bear the cost of all utilities used for construction. Cost of all connections and facilities for use of utilities shall be borne by the contractor.

**1.03 MAINTENANCE OF SERVICE IN EXISTING UTILITIES**

- A. Should shutdowns in service be in excess of the time of duration agreed upon, and such excessive shutdown time be due to the CONTRACTOR'S negligence, faulty Work and/or inability to perform, then and in that event, the CONTRACTOR shall be held liable to the OWNER for any and all damages that may accrue to the OWNER, by reason of such excessive shutdown periods.

**1.04 PROPERTY PROTECTION**

- A. Care is to be exercised by the CONTRACTOR in all phases of construction, to prevent damage and/or injury to the OWNER'S and/or other property. Payments for the repair and restoration are limited as set forth in "Conflict with or Damage to Underground Facilities" of the Supplementary General Conditions.
- B. The CONTRACTOR shall avoid unnecessary injury to trees and shall remove only those **authorized** to be removed by written consent of the OWNER. Fences, gates, and terrain damaged or disarranged by the Contractor's forces shall be immediately restored in their original condition or better.
- B. Contractor shall utilize a containment system that conforms to the current SSPC Guidelines. (Only used if tank is solid abrasive blasted exterior)**

*Guide 6**Guide for Containing Debris Generated during Paint Removal Operations*

Containment system shall contain all debris to a minimum of level 1A emission as described in Guide. Under no circumstances shall debris from operations be allowed outside the Owners property lines. Any and all material released outside the boundary shall be the contractor's responsibility and shall be cleaned up immediately. Should an emission occur an immediate stop work order shall be issued, State officials notified and will remain in effect until all clean-up has been completed to all parties' satisfaction. Contractor shall bear all responsibility for any and all missions that are not controlled by the containment system.

The FPB and the Consultant shall not be held responsible and will be held harmless for any emissions generated by the contractor. Contractor shall provide Held Harmless Certificate.

**1.05 CONSTRUCTION WARNING SIGNS**

- A. The CONTRACTOR shall provide construction and/or lead paint removal warning signs for each location where he is working in the State highway right-of-way or in City streets. He will further provide flagmen as required and shall abide by all Kentucky Transportation Cabinet, Department of Highways safety rules, including size, type and placement of construction signs. All signs shall be of professional quality.

**1.06 RESIDENT PROJECT REPRESENTATIVE OFFICE**

- A. Not required this Contract.

**1.07 DAMAGE TO CROPS, LIVESTOCK AND VEGETATION**

- A. The CONTRACTOR shall protect crops, livestock and vegetation against damage or injury from construction operations always. Crops damaged or equipment access obtained outside of the easements provided shall be the responsibility of the CONTRACTOR. Temporary fences shall be provided at no extra cost to the OWNER wherever necessary to keep livestock away from the construction area. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Damaged limbs shall be trimmed, and damaged tree trunks shall be treated with wound dressing.

**1.08 WASTE DISPOSAL**

- A. The CONTRACTOR shall dispose of waste off-site in accordance with all applicable laws and regulations.

**1.09 CONTRACTOR'S TRAILERS AND MATERIAL STORAGE**

- A. The location of the CONTRACTOR'S and Subcontractors' office and work trailers and parking areas on the project site shall be subject to the OWNER'S approval.
- B. The location of the Contractor's and Subcontractors' material storage yards on the project site shall be subject to the OWNER'S approval.

**1.10 CONSTRUCTION IDENTIFICATION SIGNS**

- A. The CONTRACTOR shall obtain the OWNER'S permission before erecting any construction signs not specifically required by the Contract.

**END OF SECTION**

\*\*\*

00012-2

**SECTION 00013****Cleaning & Painting 500,000 Elevated Tank  
GENERAL OVERCOAT**

Historical overview of the structure:

The tank was built in 1962 and has been in continuous service since that time, the exterior paint is lead containing. The tank has been repainted during the last 20 years, along with ladder and other tank modifications.

Contractors required to field verify all heights and dimensions.

It shall be the contractor's responsibility to determine the most appropriate means for applying coatings to the exterior and interior of the tank (*with exception of the specified roll coat to all interior welds*). If tank surfaces are rolled, roller nap inclusions in the coating shall not be allowed. All roller nap and other foreign objects shall be removed (scraped, sanded, ground...) Followed by the application of another coat of finish, primer or both if required. All touched up areas shall color match exactly to the surrounding coatings.

All runs, drips, sags, curtains, etc. shall be brushed out during application or removed (scraped, sanded, ground...) Followed by the application of another coat of finish, primer or both if required. All touched up areas shall color match exactly to the surrounding coatings.

**WORK ITEMS SHALL INCLUDE:**

- **Install safety climbs cable type only**
- **Exterior and Interior:**  
Clean, paint as specified
- **Concrete Foundation:**  
The foundation of the tank shall be protected drips, splashes, overspray always all coatings shall be promptly removed and or cleaned.
- **Grout repair around base of tank:**  
Remove and replace all loose or damaged grout around base of tank, grout shall non-shrink type, mixed according to manufactures directions, applied, and struck off even.
- **Install rocket mounts (4) to roof for antenna (if no corral)**
- **Provide and install handholds/tie offs tank roof 12 minimum**  
**Tune all rods(as needed), Add drain holes to balcony (as needed).**
- **Remove interior platform**
- **Replace interior roof beams as directed (A36 Steel)**
- **New multi bolt pattern manway, gasket & bolts**
- **Remove mesh grating from riser to tank connection**
- **Modify the ladder leg ladder such that there is sufficient toe clearance, to satisfy the OSHA Standard # [1926.1053](#). Which is a 7" Minimum.**  
**(contractor shall field verify, the amount the is required).**
- **Coordinate installation with mixing system (by others) if so provided.**

00013-1

**Tank Interior:**

1. The interior of the tank shall be prepared in accordance with **AWWA D102-97**. The interior shall be solid abrasive blasted and shall be abrasive blasted with a low silica (0.1%) low dust containing material in accordance with **SSPC- SP 10 "Near White Metal Blast Cleaning"**. Once the surface has been prepared, all weld seams shall be investigated. Any welds found to be deficient or that could result in structural failure, or any pits discovered because of surface preparation. Shall be rewelded (followed by grinding of repair to create a flush, consistent surface with the existing steel), pits shall be welded if greater than one half the thickness of the steel wall.

All roof seams that are not seal welded shall be sealed with an approved material that has the elongation factors to compensate for thermal contraction and expansion as weather changes. Backer rod may be utilized in areas larger than 1/4" then filled with material to create a clean continuous seam.

2. As blast cleaning proceeds, it may become necessary to fill some of the deeper pits in the roof, shell, and floor plates as well as angles behind the compression rings and elsewhere as determined by inspector. Pits found one third to two thirds the thickness of the steel shall be filled with a material approved by the Consultant prior to application the filler shall be applied to blast cleaned surfaces and shall be DEVCON plastic steel Mfg. number 10110. Filling shall be neatly trowled into pits and voids and smoothly finished flush with the adjacent surfaces. Painting over of these areas will not be allowed until this material has fully cured. Welding new 1/4 steel plate over the pit may also repair pits. All plate welding shall be seal welded and ground smooth to create a transition between the plate and the existing steel surface.

The interior of the tank shall be abrasive blasted to an SSPC-10 Near-White Metal:

3. Allowable Coating System

- a. Rust-Oleum Industrial

Primer                Rust-Oleum W 9200 Primer to a DFT of 5.0-8.0 Mils  
**Marlin Blue**

Finish                Rust-Oleum W 9293 Finish to a DFT 5.0-8.0 Mils  
**White**

All weld seams shall receive an additional roll coat to a DFT of 5.0-8.0 Mils

**Prior to finish application**

*Total DFT shall not be less than 10 Mils not including the weld seams which shall be a minimum of 5 mils greater.*

- b. Tnemec Co.

Primer                Tnemec Series 20HS to a DFT of 5.0-8.0 mils  
**Beige**

Finish Coat        Tnemec Series 20HS to a DFT of 5.0-8.0 mils  
**Tank White**

All weld seams shall receive an additional roll coat to a DFT of 5.0 mils

**Prior to finish application                White stripe**

*Total DFT shall not be less than 10 Mils not including the weld seams which shall be a minimum of 5 mils greater.*

**The roll coat is to be applied prior to the application of the finish coat. A minimum of one full day (24 hours) shall pass prior to the application of the finish coat.**

00013-2

**Contractor shall provide a holiday free coating system.**

All roof rafters, beams, supports, sidewall connections that have not been seal welded shall be sealed with a NSF-61 approved caulking material. To create a smooth unbroken area that cannot be accessed by moisture. All these areas shall be sealed following the application of the finish coat. Once it has cured to a point that it can withstand traffic without causing damage.

**Not used with overcoat system:**

Contractor shall utilize a containment system that conforms to the SSPC Guide 6

***Guide for Containing Debris Generated During Paint Removal Operations***

Containment shall contain all debris to a minimum of level 1A emissions as describe in Guide. Contractor shall bear all responsibility for any and all emissions that are not controlled by the containment system. The City and the Consultant shall not be held responsible for any emissions generated by the contractor

**Tank exterior is lead containing; the contractor shall follow all applicable safety guidelines. In relation to surface prep of exterior surfaces as specified.**

**Tank Exterior: Overcoat Rustoleum Noxyde**

100% of the tank exterior shall be High Pressure washed 5000 psi minimum w/ a rotating tip and injection of surfactant(**Simple Green no exceptions**). All rusted areas shall be power hand tooled cleaned to an **SSPC-SP3** and all loose paint scraped. **During pressure washing operations, any loose paint chips , that leave the property line shall be picked up, daily.**

a. A. Rust-Oleum Industrial Noxyde (Spray applied as required by supplier)

All bare steel areas will be primed with

Primer Rust-Oleum 9380 to a DFT of 3-5 mils

Intermediate(2) 2 coats Noxyde to a DFT of 7 mils min per coat

**210630 Off White**

**210632 Beige Grey**

Finish Rust-Oleum 9800 DFT 3-5 mils

**Light Neutral Grey**

DFT shall not be less than 20 mils

Exterior color above. The DFT specified shall be obtained additional coats shall be applied at the contractor's expense, to achieve the specified DFT.

**Roof Beam Replacement:**

The current roof beam supports are a simple right-angle ¼" A 36 steel, that are 2"x2". Beams are bolted into the wagon wheel support and run along the roof of the tank to the knuckle and are spot welded.

Replacement beams shall be installed in the same manner(spot welded in place with the remainder of the exposed beam painted and caulked), full seal welding of the beams would most likely cause roof damage from the heat.

**Surface Preparation**

1.1 a. In all cases, surfaces shall be primed and or treated, as specified the same day they are prepared. A prepared surface, which becomes corroded or contaminated, shall be re-prepared before painting at no additional cost to the OWNER.

b. Dust from cleaning operations shall be properly removed by dry methods such as vacuuming or dry air blast, while not reducing the quality of the cleaned surface.

00013-3

- c. CONTRACTOR shall always have on the job at least one (1) copy of the latest SSPC pictorial standards, which shall be followed.
- d. For ferrous metals, surface preparation shall consist of one or more of the methods contained in the methods supplied.
- e. Abrasives utilized for blasting operations shall contain less than 0.01% free silica during and following blasting operations. Contractor is responsible for all cleanup and removal of blasting media following operations, as well as total removal from Owners' site. Media shall be profiled, and documentation submitted to Consultant prior to media leaving site.
- f. Abrasive shall be of the correct size to create the desired profile from the coatings manufactures data sheet.

### **Equipment and Procedures**

- 1.2
  - a. At least 10 days prior to commencing field painting, the CONTRACTOR shall submit to CONSULTANT for review and acceptance a list of major items of equipment and procedures he proposes for painting.
  - b. The CONTRACTORS procedure for painting shall include the chronological sequence of operations.
  - c. Equipment list shall include make and capacity of compressor, make and capacity of abrasive blasting and spraying equipment.
  - d. Compressor shall be capable of delivering a minimum of 100 psi at the nozzle, at maximum working height of tank during blasting operations.
  - e. Effective oil and water separators, and a air drier shall be used in all lines serving spray painting and abrasive blasting operations to remove oil and moisture from the compressed air.



00013-4

**1.3 Mixing of Coatings:**

Owner shall designate an area where all coatings shall be stored and mixed only. All mixing shall be done over a double tarped area. *All spills shall be reported to the Owner immediately at the time of incidence. Contractor shall bear responsibility, as well as all costs associated with cleanup and removal of any contaminated area (s).*

**1.1 Painting**

- a. Skilled, experienced painters on properly prepared surfaces shall do all painting. All surfaces, which are not to be coated, shall be protected.
- b. The CONTRACTOR shall be responsible for the compatibility of all paints used in work.

**2.2 Ventilation**

- a. Ventilation is essential to remove vapors during application and curing of coatings.
- b. Ventilation shall be exhausted from lowest portion of tank with top openings kept clear.
- c. During coating applications the capacity of the ventilating fans shall be at least 400 cfm per gallon of coating applied per hour.
- d. The ventilation requirements are to ensure proper curing of the applied coatings and are not to be taken as requirements to ensure worker safety.
- e. **Following the application of the final interior coating the tank shall be force ventilated by mechanical means from the lowest possible point for a minimum of 48 hours, ventilation shall be such that it creates a total turnover on the interior of the tank a least once per hour.**

00013-5

## 2.3 Quality Assurance

**A. Manufacture:** Provide products manufactured by the following:

- |                          |                                  |
|--------------------------|----------------------------------|
| 1. Rust-Oleum Industrial | <b>Mark Sholtes 502-552-3569</b> |
| 2. Tnemec                | <b>Ted Server 859-699-1378</b>   |

*Alternate products may be considered, Contractor shall submit in writing detailed explanation for requesting product change, along with pricing of product. If product is accepted all savings shall revert to owner. Contractor shall bear any, and all costs associated with evaluation of product by consultant, which may include but not limited to research, and testing by independent laboratories for product performance, and equality of those specified*

Only approved thinners from coatings manufacture shall always be used .  
*All spills shall be reported to the Owner immediately at the time of incidence. Contractor shall bear responsibility, as well as all costs associated with cleanup and removal of any contaminated area (s).*

### **B. Applicator Qualifications**

1. All coatings related work shall be performed only by competent blasters and painters. If workmen exhibit lack of experience they may not be allowed to work on project. Consultant has final determination on workmen & foreman assigned to project

### **C. Reference Standards:**

1. SSPC or NACE surface preparation standards shall be on-site clearly visible to all workmen.
2. A copy of project specifications shall always be on job site for workmen.

### **D. Field Quality Control:**

Paint film thickness shall be subject to measurement by the Consultant with Dry Mil Gauges, wet film gauge, low or high voltage meter, and/or applicable measuring instruments acceptable to the Consultant. If dry film thickness is found to be less than specified, or coverage is not uniform, the Contractor shall apply additional paint to correct thickness or appearance at no additional cost to the Owner. The crew will have on site at all times, certificated mil gauges, and environmental monitoring gauges.

### **E. Compatibility:**

1. The Contractor shall be responsible for the compatibility of all paints used in the Work. A compatible paint will be considered a paint which precludes adverse effects related to bonding, drying delamination, scaling, lifting, and bleeding.
2. In cases where shop-applied primers and coatings on materials and equipment furnished by suppliers are products different from those described in the Specifications, the Contractor shall verify compatibility with the specified field-applied coating system.

3. Where thinning is necessary, only the products of the manufacturer furnishing the paint, and products for thinning purposes only, will be allowed.

**E. Thickness and Spreading Rates:**

1. Minimum dry mil thickness per coat (MDMTPC) and/or spreading rates in square feet per gallon shall be governed by the manufacturer's current data sheets or literature containing recommendations or instructions regarding these values. These recommended dry mil thickness and/or spreading rate values will be considered requirements to be met same as if set out herein these Specifications and Contract Documents and must be included with material list submittals before Consultant grants approval to use any paint materials. Do not exceed manufacturer's recommended coverage rates.
2. The number of coats to be applied are specified herein and shall govern. Where the total dry film thickness is specified, this thickness shall govern over the MDMTPC

**2.4 Submittals:**

Copy of manufactures technical information for coatings used on project. Shipping list with batch numbers for all coatings and thinners as well as shelf life delivered to site. MSDS sheets for all products on site shall always be on site .

**A. Manufacturer Name:**

**B. Materials List:**

1. Before any materials are delivered to the job site, submit to the Consultant a complete list of all materials proposed to be furnished including quantities, types and descriptions of paint for each part of the project. Material list shall refer to the specified paint systems and the paint schedule for each paint product proposed to be used. In cases where paint materials other than those described in the Specifications are proposed, a materials list will not be considered as acceptance of such substitute materials; further data will be required as specified herein.
2. Two (2) copies of the full range of colors available in each of the proposed products shall be submitted with the materials list.

**C. Manufacturer's Data:** In any case where material is of manufacturer other than that listed as an Acceptable Manufacturer's (Article 1.10), the Contractor shall submit the following data to the Engineer for review prior to placing the material order:

1. Example of past performance of paints under similar conditions (case histories).
2. Types of paint.
3. Percentage of solids by volume.
4. Recommended usage.
5. Current recommended method of application published by manufacturer (Data Sheet and Material Safety Data Sheets).

6. Paint manufacturer's certificate for each coating proposed for use attesting that the coatings meet the specifications in this Section and are proper for the proposed application.
7. Paint manufacturer's specifications and data sheets and application instructions for each coating proposed for use on the interior and exterior of the tank including the coating for the logo/emblem.

**D. Color Samples:**

1. Where standard stock chart colors are not satisfactory, furnish color samples. All tinting and matching shall be the satisfaction of the Consultant.
2. Color samples shall be provided to the Consultant.

**E. Experience Records:**

1. Shortly after the award of the Contract, the Contractor shall submit experience records of the paint applicator and that of the paint manufacturer.
2. The Contractor shall submit a list of not less than five (5) utility or industrial installations which he has painted during the last five (5) years. This list shall include the names of the owners, the installations painted, responsible officials, and architects or engineers of record for the project.
3. Applicators and/or manufacturers whose submissions indicate, in the judgment of the Consultant, that they have not had the experiences required to perform the Work will not be acceptable.

**2.5 Product Delivery, Storage and Handling:**

**A. Deliver all materials to job site in original, new, and unopened containers. Bearing the manufactures name and label.**

1. Name of material
2. Manufactures Stock number and date of manufacture
3. Manufactures name
4. Contents by volume
5. Thinning instructions
6. Application instructions
7. Color name and number

**B. Storage of materials:**

1. Store only acceptable project materials on project site
2. Store according to manufactures recommendation
3. Comply with all State and Federal health and fire hazard regulations.
4. *MSDS sheets shall always be in a bound set on jobsite , available to emergency personnel if required.*

00013-8

**2.6 Environmental Requirements for application of coatings:**

The crew will always have on site, certificated mil gauges, and environmental monitoring gauges.

1. Apply paints only when temperature of surfaces to be painted and surrounding air temps are between 55- and 90-degrees Fahrenheit unless otherwise permitted by paint manufactures printed instructions.
2. Application of coatings will not be permitted in snow, rain, fog, mist or when the relative humidity exceeds 85%; or when the surface temp of substrate is less than 5 degrees Fahrenheit above the dew point; or to damp or wet surfaces.
3. Painting will not be allowed during periods of inclement weather.
4. The CONTRACTOR always shall provide adequate illumination in areas where painting operations are in progress. **Lighting shall be OSHA approved and explosion proof.**

**3.1 Disinfection:**

After curing at least, the minimum number of days required by the paint manufacture, the CONTRACTOR shall wash the Head tank interior with an adequate volume of water to thoroughly wet all the interior surfaces including those above the high water level. All water will be removed and disposed of in accordance with approved regulations.

1. It is the CONTRACTORS responsibility after washing and curing to completely disinfect the interior portion of the tank, AWWA C652 Method 2 **ONLY.** . If acceptable to KY Division of Water, If not acceptable then method 1 or 3 shall be used at no additional expense to owner. The Owner shall take and send water samples to the laboratory but shall assume no responsibility for the sampling technique or the care of the samples. The stored tank water shall comply with Current STATE, USEPA, and AWWA standards for organic, inorganic, and biological contaminants as influenced by the operations of the CONTRACTOR.

**3.2 Warranty:**

CONTRACTOR shall provide a two-(2) year minimum warranty on all aspects of work performed on project. A Third-Party firm designated by the owner shall conduct warranty inspection prior to end of warranty. Any deficiencies shall be corrected at no cost to the owner; all costs for repair shall be incurred by the contractor and shall include the use of outside inspection personnel to verify to owner that repair work has been completed as needed. The owner shall hold at their discretion a 5 % retainage until after the warranty inspection and any repair work has been completed. If warranty has not been completed or is not performed the OWNER following the warranty period shall pay the 5 % retainage to contractor. Retainage shall not bear any interest for the time.

**END OF SECTION**

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00013-9

**Section 00014**  
**SSPC SURFACE PREPARATION STANDARDS**

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00014-0

## Surface Preparation Standards

**National Association of Corrosion Engineers (NACE)**  
**Steel Structures Painting Council (SSPC)**  
**Swedish Standards (Sa, St)**

**National Association of Corrosion Engineers (NACE)**

**NACE 1 White Metal Blast Cleaning**  
**NACE 2 Near-White Blast Cleaning**  
**NACE 3 Commercial Blast Cleaning**

**Steel Structures Painting Council (SSPC)**

**SP-1 Solvent Cleaning**  
**SP-2 Hand Tool Cleaning**  
**SP-3 Power Tool Cleaning**  
**SP-4 Flame Cleaning**  
**SP-5 White Metal Blast Cleaning**  
**SP-6 Commercial Blast Cleaning**  
**SP-7 Brush-Off Blast Cleaning**  
**SP-8 Pickling**  
**SP-9 Weathering Followed By Blast Cleaning**  
**SP-10 Near-White Blast Cleaning**

**Swedish Standard (St, Sa)**

**St 2 Hand Tool Cleaning**  
**St 3 Power Tool Cleaning**  
**Sa 1 Brush-Off Blast Cleaning**  
**Sa 2 Commercial Blast Cleaning**  
**Sa 2 1/2 Near-White Blast Cleaning**  
**Sa 3 White Metal Blast Cleaning**

**SSPC-SP-1**

Solvent Cleaning - Removal of all detrimental foreign matter such as oil, grease, dirt, soil, salts, drawing and cutting compounds, and other contaminants from steel surfaces by the use of solvents, emulsions, cleaning compounds, steam or other similar materials and methods which involve a solvent or cleaning action.

**SSPC-SP-2****St 2**

Hand Tool Cleaning - Removal of all rust scale, mill scale, loose rust and loose paint to the degree specified by hand wire brushing, hand sanding, hand scraping, hand chipping or other hand impact tools or by a combination of these methods. The substrate should have a faint metallic sheen and also be free of oil, grease, dust, soil, salts and other contaminants.

**SSPC-SP-3****St 3**

Power Tool Cleaning - Removal of all rust scale, mill scale, loose paint, and loose rust to the degree specified by power wire brushes, power impact tools, power grinders, power sanders or by a combination of these methods. The substrate should have a pronounced metallic sheen and also be free of oil, grease, dirt, soil, salts and other contaminants. Surface should not be buffed or polished smooth.

**SSPC-SP-4 (No Longer used)**

Flame Cleaning - Removal of all loose scale, rust and other detrimental foreign matter by passing high temperature, high velocity oxy-acetylene flames over the entire surface, followed by wire brushing. Surface should also be free of oil, grease, dirt, soil, salts and other contaminants.

**SSPC-SP-5****Sa 3****NACE 1**

White Metal Blast Cleaning - Removal of all mill scale, rust, rust scale, paint or foreign matter by the use of abrasives propelled through nozzles or by centrifugal wheels. A White Metal Blast Cleaned Surface Finish is defined as a surface with a gray-white, uniform metallic color, slightly roughened to form a suitable anchor pattern for coatings. The surface, when viewed without magnification, shall be free of all oil, grease, dirt, visible mill scale, rust, corrosion products, oxides, paint, or any other foreign matter.



**SSPC-SP6****Sa 2****NACE 3**

Commercial Blast Cleaning - Removal of mill scale, rust, rust scale, paint or foreign matter by the use of abrasives propelled through nozzles or by centrifugal wheels, to the degree specified. A Commercial Blast Cleaned Surface Finish is defined as one: from which all oil, grease, dirt, rust scale and foreign matter have been completely removed from the surface. And all rust, mill scale and old paint have been completely removed except for slight shadows, streaks, or discoloration's caused by rust stain, mill scale oxides or slight, tight residues of paint or coating that may remain; if the surface is pitted, slight residues of rust or paint may be found in the bottom of pits; at least two-thirds of each square inch of surface area shall be free of all visible residues and the remainder shall be limited to the light discoloration, slight staining or tight residues mentioned above.

**SSPC-SP-7****Sa 1**

Brush-Off Blast Cleaning - Removal of loose mill scale, loose rust, and loose paint, to the degree hereafter specified, by the impact of abrasive propelled through nozzles or by centrifugal wheels. It is not intended that the surface shall be free of all mill scale, rust, and paint. The remaining mill scale, rust, and paint should be tight and the surface should be sufficiently abraded to provide good adhesion and bonding of paint. A Brush-Off Blast Cleaned Surface Finish is defined as one from which all oil, grease, dirt, rust scale, loose mill scale, loose rust and loose paint or coatings are removed completely but tight mill scale and tightly adhered rust, paint and coatings are permitted to remain provided that all mill scale and rust have been exposed to the abrasive blast pattern sufficiently to expose numerous flecks of the underlying metal fairly uniformly distributed over the entire surface.

**SSPC-SP-8**

Pickling - Removal of all mill scale, rust and rust scale by chemical reaction, or by electrolysis, or by both. It is intended that the pickled surface shall be completely free of all scale, rust, and foreign matter. Furthermore, the surface shall be free of unreacted or harmful acid or alkali, or smut.

**SSPC-SP-9**

Weathering Followed By Blast Cleaning - Weathering to remove all or part of the mill scale followed by one of the blast cleaning standards.

**SSPC-SP-10****Sa 2-1/2****NACE 2**

Near-White Blast Cleaning - Removal of nearly all mill scale, rust, rust scale, paint, or foreign matter by the use of abrasives propelled through nozzles or by centrifugal wheels, to the degree hereafter specified. A Near-White Blast Cleaned Surface Finish is defined as one from which all oil , grease, dirt, mill scale, rust, corrosion products, oxides, paint or other foreign matter have been completely removed from the surface except for very light shadows, very slight streaks or slight discoloration's caused by rust stain, mill scale oxides, or light, tight residues of paint or coating that may remain. At least 95 percent of each square inch of surface area shall be free of all visible residues, and the remainder shall be limited to the light discoloration mentioned above.

**END OF SECTION**

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00014-4

Section 15  
Stencil

Stencil for North facing leg or near manway if  
ground/standpipe tank

Stencil shall be painted in place in black block lettering of the same finish coating from same manufacture as coatings used on structure, stencil shall be submitted for review by Consultant & Owner for approval.

Stencil shall be a minimum of 12"x 14" submit for review to Consultant

Contractor Name: XXXXXXXXXXXXXXXXXXXXXXXX

Consultant Name: Wet or Dry Tank Inspection

Year Painted: 00-00-2020

Coatings used:

Interior:

Exterior:

Prep:

Interior: SSPC-SP XXX

Exterior: SSPC-SP XXX

## Stencil Template

Contractor Name: XXXXXXXXXXXXXXXXXXXXXXXX

Consultant Name: Wet or Dry Tank Inspection

Year Painted: 00-00-2020

Coatings used:

Interior:

Exterior:

Prep:

Interior: SSPC-SP XXXXXX

Exterior: SSPC-SP XXXXXX

**END OF SECTION**

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00015-2

## VII. BID SCHEDULE

ITEM #	BASE BID	PRICE (LUMP SUM)
1	Clean, Paint, Seal & Repair as specified Interior and Exterior, together with all related work and appurtenances.	\$.....

**BELOW ITEMS ARE ALLOWANCES ONLY NOT TO BE COUNTED IN BASE BID. These items do not apply to repair already specified in Section 13 but are allowances for unknown repairs.**

ITEM #	ALLOWANCE ITEMS	PRICE
2	Allowance for 200' of lineal welding for seams as needed. (Welding amount to be determined by Consultant)	\$.....
3	Allowance for 200 Pits; filling w/ Devcon Plastic Steel (as described Section 13) (Number of Pits to be determined by Consultant)	\$.....
4	Allowance for 200 Pits; repaired with plate (as described Section 13) (Number of Pits to be determined by Consultant)	\$.....
5	Roof beam replacement (per beam) as specified. Beams are simple right-angle steel. (Number of Beams to be determined by Consultant)	\$.....
Total (Items 1 through 5 above)		\$.....
<div style="border-top: 1px solid black; margin-top: 10px;"> Bid amount in written form </div>		

The Bidder acknowledge receipt of the following Addendum(s):

\_\_\_\_\_ dated \_\_\_\_\_      \_\_\_\_\_ dated \_\_\_\_\_  
 \_\_\_\_\_ dated \_\_\_\_\_      \_\_\_\_\_ dated \_\_\_\_\_

Failure to acknowledge all issued Addendums will be considered reason to invalidate bid.

The Frankfort Plant Board retains the right to not award project if necessary. Nothing shall obligate the Frankfort Plant Board to enter into a contract with any bidder.

Name of Authorized Representative (Type or Print) \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

**VIII. NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR  
GENERAL SAFETY PROGRAM**

The Frankfort Plant Board requires that all contractors operate in compliance with standards set forth by federal, state, and local regulatory agencies, including but not limited to the Occupational Safety and Health Administration, Environmental Protection Agency and Department of Transportation. To comply with the regulations set forth by these agencies it is necessary for each contractor to operate under an established safety program pertaining to the contractor's specific line of business, together with the absolute ability to communicate clearly with the Consultant and Owner.

Does your organization operate under an established safety program that is in compliance with all applicable federal, state and local regulations.

YES

NO

Contractor \_\_\_\_\_

Mailing Address / Phone Number \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Name of Authorized Representative (Type or Print) \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

**IX. DRUG AND ALCOHOL TESTING COMPLIANCE CERTIFICATE**

**PLEASE SIGN BELOW TO INDICATE: 1) Contractor is in compliance with any applicable local, state or federal laws concerning mandatory Drug and Alcohol Programs; and 2) As a term of any contract for services to be performed on behalf of the Frankfort Electric and Water Plant Board, the Contractor agrees to comply with any drug testing that may be required by federal, state or local law.**

**Contractor** \_\_\_\_\_

**Mailing Address / Phone Number** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name of Authorized Representative (Type or Print)** \_\_\_\_\_

**Title of Authorized Representative** \_\_\_\_\_

**Signature of Authorized Representative** \_\_\_\_\_

**Date** \_\_\_\_\_

**X. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE**

CONTRACTOR AND ANY SUBCONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF 41 CFR §§ 60-1.4(A), 60-300.5(A) AND 60-741.5(A). THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED INDIVIDUALS BASED ON THEIR STATUS AS PROTECTED VETERANS OR INDIVIDUALS WITH DISABILITIES, AND PROHIBIT DISCRIMINATION AGAINST ALL INDIVIDUALS BASED ON THEIR RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY OR NATIONAL ORIGIN. MOREOVER, THESE REGULATIONS REQUIRE THAT COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TAKE AFFIRMATIVE ACTION TO EMPLOY AND ADVANCE IN EMPLOYMENT INDIVIDUALS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN, PROTECTED VETERAN STATUS OR DISABILITY.

Contractor \_\_\_\_\_

Mailing Address / Phone Number \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Name of Authorized Representative (Type or Print) \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Date\_\_\_\_\_



**XI. CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned, \_\_\_\_\_, the duly authorized and acting  
legal representative of \_\_\_\_\_, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties there to acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## XII. CONTRACT

### US127 ELEVATED TANK PAINTING PROJECT

This Contract is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **THE ELECTRIC AND WATER PLANT BOARD OF THE CITY OF FRANKFORT, KENTUCKY, 151 FLYNN AVENUE, P.O. BOX 308, FRANKFORT, KENTUCKY**, Party of the First Part, hereinafter called the **"BOARD"** and \_\_\_\_\_, whose principal office is at \_\_\_\_\_, Party of the Second Part, hereinafter called **"CONTRACTOR"**.

The **CONTRACTOR** agrees to perform all the services and abide by the conditions set forth in **INVITATION #1701** incorporated by reference herein dated \_\_\_\_\_. This Contract shall become binding upon execution and return to the **BOARD** an executed copy of this agreement by duly authorized representatives of the **BOARD** and the **CONTRACTOR**.

WITNESSETH, that the **CONTRACTOR** has agreed, and by these presents hereby agrees with the **BOARD**, for the considerations hereinafter mentioned, to furnish all the labor and materials for the completion of **"US127 Elevated Tank Painting Project"** in conformity to the specifications attached hereto marked **"Invitation #1701"** and incorporated by reference herein, and the drawings and plans of said work now on file in the office of **BOARD**, and to the satisfaction and acceptance of the said **BOARD**, and whenever it appears that the work hereby intended to be done, or any of the matters relating thereto, are not fully detailed or explained on the said drawings or plans, or in the said specifications, the **CONTRACTOR** shall apply to said **BOARD** for such further drawings or explanations as may be necessary, and shall conform to the same as a part of this Contract.

The **CONTRACTOR** shall permit the **BOARD**, and all persons authorized by the **BOARD**, to visit and inspect said work at all times during its progress and shall provide sufficient, safe, and proper facilities for such inspection.

The **CONTRACTOR** shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof at such times and in such order as the said **BOARD** may direct, in accordance with the time schedule for the completion of the work contained in said specification and shall wholly finish said work to the acceptance of the **BOARD** 60 calendar days from Notice to Proceed.

The **BOARD** may order a discontinuance for a time of the work herein provided for, at the **BOARD'S** option, postponing the completion of said work done until such time as the **BOARD** may designate, and the **BOARD** shall not be liable to the **CONTRACTOR** for any neglect, default, or delay of any other contractor upon this work nor shall any such neglect, default, or delay of any other contractor or alterations which may be required in said work or any damage that may happen thereto by fire, or otherwise, release the **CONTRACTOR** from the obligation to finish the said work within the time aforesaid, or from the damage to the paid in default thereof unless the said **BOARD** shall certify that an allowance of additional time ought to be made, in which case the **CONTRACTOR** shall be released from the payment of the stipulated damages for the additional time certified and no more.

Claims by the **CONTRACTOR** for damages by reason of any delay on the part of the **BOARD** shall not be allowed, but any such delay shall work a corresponding extension of the time for the completion of the Contract. The whole of the work provided for in these specifications must be done to the full satisfaction of, and final acceptance by, the **BOARD**.

All work done under these specifications is at the risk of the **CONTRACTOR** until the entire work is completed, all to be properly protected from the weather, from fire, from vandalism, and as far as possible from all sources of injury at all times, and all damaged work must be replaced by first-class work upon demand of the **BOARD**.

The **BOARD** shall have the right to control the occupation of the lands upon which the work is carried on, as to use and location of sheds, storage of materials or other use of the same by the **CONTRACTOR**, and may require the **CONTRACTOR** to procure other grounds for storage.

The **CONTRACTOR** shall indemnify and save harmless the **BOARD** in accordance with the terms and conditions contained in **Bid Invitation #1701** attached hereto and incorporated by reference herein.

All measurements and determinations of qualities shall be made by the **BOARD** and the measurements and determinations shall be final and conclusive.

All necessary expenses are provided for by the amount contracted hereby to be paid to the **CONTRACTOR**, so that said amount will cover the entire cost to the **BOARD**.

If at any time the **BOARD** shall be of the opinion that said work is not begun within the time specified, or that it is unnecessarily delayed, and will not be finished in the prescribed time for completing the same, or has been abandoned by the **CONTRACTOR**, the Board shall notify the **CONTRACTOR** in writing to that effect.

If the **CONTRACTOR**, within three days after receipt of such written notice, shall not take such measures as in the opinion of the **BOARD** will insure the satisfactory completion of the work in the prescribed time for completing the same, and in accordance with the terms of the Contract, the **BOARD** shall then notify the **CONTRACTOR** that he/she has forfeited their rights under this Contract or any right to possession of the work thereunder.

The **BOARD**, after the service of said notice of forfeiture, shall have the right to complete the work herein prescribed, and to use such tools, machinery and materials as it may find upon the work, or to procure other tools, machinery and materials for the completion of same, and may, at its option, complete the work by contract or otherwise and charge the expense thereof to the **CONTRACTOR**, and the amount so charged shall be paid by the **BOARD** out of any monies due, or that would thereafter become due to the **CONTRACTOR** by virtue of this Contract had the conditions and requirements of these specifications and the Contract for the work herein provided for been complied with by the **CONTRACTOR**. In case such expense is less than the sum which would have been payable under the Contract if the same had been completed by the **CONTRACTOR**, he/she shall be entitled to receive the difference, and in case such expense is greater, such excess shall be paid by the **CONTRACTOR** to the **BOARD** on notice to do so.

The **CONTRACTOR** shall not assign, transfer or sublet the whole or any part of the work to any other person or persons without the consent of the **BOARD** in writing and endorsed hereon.

Approximate estimates will be made monthly by the **BOARD** of the amount, in their opinion, of acceptable work done, and 100 percent of said estimates, after deducting former payments from said 100 percent

will be paid within ten days after the same is duly approved the **BOARD**; but the making of any such estimates or payments thereon shall not be taken or construed as an acceptance by the **BOARD** of any such work or material so estimated. Final payment will be made after the completion of the work by the **CONTRACTOR**, and when the same has been approved as in perfect and finished condition by the **BOARD**, and after all the conditions of the Contract have been complied with. Final payment will be made within thirty (30) business days after approval and the **BOARD** receives a request for payment

No claims for extra work shall be made unless the same be done in pursuance of a written order from the **BOARD** and given to the **CONTRACTOR** prior to the doing of said extra work.

The **CONTRACTOR** shall deliver to the **BOARD** on or before the 10th day of each calendar month, a written statement of the amount of such claims, if any, for extra work done, and extra materials furnished during the previous month, or for any extra expense incurred from any cause whatever; and any and all claims for extras during that month, not presented in accordance with these provisions, shall be forfeited and waived, and no claim shall be made or allowed therefore.

The decision of the **BOARD** upon the allowance or disallowance of any claims for extras shall be final.

Before each payment, the **CONTRACTOR** shall deliver to the **BOARD** all affidavits, statements and certificates required by the mechanics' lien laws of Kentucky.

The **BOARD** may retain, out of any monies at any time due to the **CONTRACTOR**, a sum sufficient to pay all persons who have performed, or agreed to perform work, or have furnished, or agreed to furnish labor, material, machinery, or fuel, for the work herein contracted for, and who shall have served notice on the **BOARD**, in respect to such labor, materials, machinery or fuel, as provided by law, or whose claims for labor, materials, machinery or fuel shall appear, by any affidavit, statement or certificate delivered by the **CONTRACTOR** to the **BOARD**, to be unpaid, and the moneys so withheld may be retained until satisfactory evidence is furnished that said claims have been fully paid. And if said evidence is not furnished before the final payment under this Contract falls due, the **BOARD** may pay said balance to the person claiming it, and charge the amount to the **CONTRACTOR**, as payment to the amount thereof, on this Contract.

If the **CONTRACTOR** shall at any time, or in any manner, assign or transfer, part with, mortgage, sublet, pledge or in anyway encumber this agreement, or money payable to the **CONTRACTOR** thereunder, without the written consent of the **BOARD**, then the **BOARD** may, at its option, cancel and terminate this Contract by three days notice to the **CONTRACTOR**.

The workmanship and all materials used in the construction of the work, or any part thereof, shall be first-class and of the best quality of the kind required, and in accordance with these specifications and the direction of the **BOARD** and to his satisfaction, and shall be at all times subject to his inspection, and rejection, and all materials condemned by him shall be immediately removed from the premises.

Should it become necessary to retain any faulty work which, if remodeled, would cause undue risk, injury or delay, a sum, to be determined by the **BOARD**, but not exceeding the whole value of such work and material, if correct, will be deducted from the contract price. The inspection shall not relieve the **CONTRACTOR** from any obligation to perform the work strictly in accordance with the plans and specifications, or any modification thereof, as herein provided, and work not so constructed shall be removed and made good by the **CONTRACTOR** whenever so ordered by the **BOARD** without reference to any previous oversight or error in inspection, and the reservations herein made of authority in the said **BOARD** and the **BOARD** and agents, to inspect and reject materials, or elsewhere made in this Contract, shall not be deemed any reservation of authority or control in the **BOARD** or other agents of the **BOARD** of the mode and manner of doing the work herein contracted for but all such authority and control as to the mode and manner of doing such work shall be in the **CONTRACTOR**, and all liability arising out of the mode and manner of doing such work shall be the liability of the **CONTRACTOR** in every case.

The **CONTRACTOR** shall give the work constant supervision or employ some competent person to superintend it who shall be acceptable to the **BOARD**, and execute all orders given by the **BOARD** as herein provided.

The **CONTRACTOR** shall discharge, upon request of the **BOARD**, any employee who is disorderly or incompetent or doing dishonest work, and the said employee shall not again be employed upon the work.

Before commencing work the **CONTRACTOR** shall, at its own expense, comply with the Workmen's Compensation Law of Kentucky and deliver to the Electric and Water Plant Board of the City of Frankfort, Kentucky proof of insurance as required by the bid specifications which are incorporated by reference herein as well as a Performance and Payment Bond in an amount equal to the Contract amount.

Before starting work **CONTRACTOR** shall furnish to the **BOARD** Certificates of Insurance, as required by the bid specifications which are incorporated by reference herein, satisfactory to the **BOARD**, evidencing existence of the insurance required by **Invitation #1701**, which is incorporated by reference herein, and this insurance may not be canceled for any cause without thirty (30) days advance notice being first given to the **BOARD**.

In consideration of the fulfillment of this agreement by the **CONTRACTOR**, the **BOARD** hereby agrees to pay to the **CONTRACTOR** the sum of \$\_\_\_\_\_ Dollars, subject to additions or deductions, as hereinbefore provided.

It is further mutually agreed between the Parties hereto that no certificate given or payment made under this Contract shall be conclusive evidence of the performance of this Contract, either in whole or in part, against any claim of the **BOARD** to the contrary, in any suit or proceeding whatever.

The Parties hereto agree that this Contract shall be governed by the laws of the State of Kentucky and is not subject to arbitration. In the event legal action is required, the **CONTRACTOR** shall reimburse the **BOARD** for all costs and attorney's fees.

IN WITNESS WHEREOF, the Parties hereto have set their hands to duplicates hereof the day and year first-above written.

**CONTRACTOR****FIRM:** \_\_\_\_\_**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_**PHONE:** \_\_\_\_\_**BY:** \_\_\_\_\_**TITLE:** \_\_\_\_\_**DATE:** \_\_\_\_\_**BOARD****BY:** \_\_\_\_\_**TITLE:** \_\_\_\_\_**DATE:** \_\_\_\_\_**ATTEST BY:**\_\_\_\_\_  
**SECRETARY-TREASURER****DATE:** \_\_\_\_\_