

Working Together for a Better Tomorrow. Today.

SPECIFICATION PACKAGE

for

BURDICK STATION DIESEL FUEL TANK AND ROGERS RESERVOIR 1 PAINTING

Bid Opening Date/Time

Tuesday, March 23, 2010 @ 2:00 p.m. City of Grand Island, City Hall 100 East 1st Street, P.O. Box 1968 Grand Island, NE 68802-1968

Contact

City of Grand Island – Utilities Department C.W. Burdick Generating Station 308/385-5493

Date issued: March 1, 2010

ADVERTISEMENT TO BIDDERS FOR BURDICK STATION DIESEL FUEL TANK AND ROGERS RESERVOIR 1 PAINTING FOR CITY OF GRAND ISLAND, NEBRASKA

Sealed bids will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until Tuesday, March 23, 2010 at 2:00 p.m. local time for "Burdick Station Diesel Fuel Tank and Rogers Reservoir 1 Painting", FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall Council Conference Room #1 located on 1st floor of City Hall. Submit an original and three copies. Bid proposal package is also available on-line at www.grand-island.com under Calendar/City Clerk. Bids received after the specified time will be returned unopened to sender.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Successful bidder shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City Treasurer in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fourteen (14) days at the bid price if accepted by the City. Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened or considered. Surety companies authorized to do business in the State of Nebraska must issue bid bonds.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids, to waive irregularities therein, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw his bid for a period of thirty (30) days after date of bid opening.

RaNae Edwards, City Clerk

CHECKLIST FOR BID SUBMISSION

<u>FOR</u>

BURDICK STATION DIESEL FUEL TANK AND ROGERS RESERVOIR 1 PAINTING

Bids must be received by the City Clerk before 2:00 p.m. on Tuesday, March 23, 2010.

The follow	wing items must be completed for your bid to be considered.
	A signed original and three copies of the bidding documents.
	A proposed project schedule.
	Documentation of Contractor and worker certification for lead abatement and disposal.
	A lead abatement plan.
	A manufacturer's product data for each coating, including generic description, complete technical data, surface preparation, and application instructions.
	A sample of original color for owner's approval.
0	The manufacturer's certification that coatings comply with specified requirements and are suitable for intended application.
	A reference list of at least five projects of similar scope and complexity, including project name, owner, contractor, engineer, coating manufacturer,3 projects with lead abatement procedures used, coating manufacturer, coating area applied, and date of completion
	Manufacturer's standard warranty.
	Firm lump sum pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
	Selection of Nebraska Sales Tax Option.
	Acknowledgment of Addenda Number(s) (if any)
	Bidders must complete and sign the Bid Data Form provided in these Documents. All blank spaces must be filled in. Bidders shall acknowledge receipt of any Addenda information on the Bid Data Form.
	A certified check, cashiers check or bid bond in a separate envelope attached to the outside of the envelope containing the bid . Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened.
	Please check off each item as completed.

Signature

Fax No. _____

Company

Telephone No.

(All Bids must be submitted on this form)

BURDICK STATION DIESEL FUEL TANK AND ROGERS RESERVOIR 1 PAINTING BID DATA FORM

CITY OF GRAND ISLAND GRAND ISLAND, NE

The undersigned bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to provide such equipment FOB the City of Grand Island, freight prepaid, at the following price:

HEM DESCRIPTION		EXTEND	ED COST				
Base Bid: Material		\$					
Labor		\$					
Applicable Sales tax*		\$					
Total Base Bid		\$					
* If bidder fails to include sales tax in bid price, the City will add a 7.0% figur will only pay actual sales tax due.							
By checking this box, Bid were received and consiBy checking this box, Bid project is September 20,	dered in Bid preparation der acknowledges the s	n. `	,				
According to Nebraska Sales and Use Tax Requirements, Section 1-017, Contractors, check which option you have selected to file with the Nebraska Department of Revenue:							
Nebraska law provides a sales and construction, repair, or annexatio transmission, or distribution of e be exempt, all materials are taxab	on of any structure us electricity. Separate	ed for the generat ly stated contract	zion, cor labor would				
Option 1 (Section 1-017.05) Option	on 2 (Section 1-017.06)	Option 3 (Section 1	-017.07)				
If the Nebraska sales and use tax election is Option 1 for sales and use tax purposes.	not filed or noted above, the co	ontractor will be treated as	s a retailer under				
Bidder Company Name			Date				
Company Address	City	State	Zip				
Print Name of Person Completing Bio	d		Signature				
Telephone No	Fax No						
By checking this box, Bidder ack	nowledges there are Ex	cceptions noted to t	he bid.				

INSTRUCTIONS TO BIDDERS

GENERAL INFORMATION.

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in these Documents.

2. TYPE OF BID.

Bidders shall be required to submit prices for all items listed in the Bid Data Form.

3. PREPARATION OF BIDS.

Bidders shall use only the Bid Data Form provided in these Documents. All blank spaces in the Bid Data Form, must be filled in, preferably in BLACK ink, in both words and figures where required. No changes to the wording or content of the forms is permitted. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

Prices stated shall be f.o.b. with freight and full insurance paid by Bidder, to the job site located in Grand Island.

The Bidder shall acknowledge receipt of all addenda in the Bid Data Form. Bids received without acknowledgement or without the Addendum enclosed will be considered informal.

4. SUBMISSION OF BIDS.

All Bids must be submitted intact not later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Bids must be made on the Bid Data Form provided here in. Each Bid must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

5. BID SECURITY.

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank which is insured by the Federal Deposit Insurance Corporation, or a bid bond issued by a Surety authorized to issue such bonds in the state where the Work is located, in the amount of 5 percent of the bid amount payable to OWNER. This bid security shall be given as a guarantee that the Bidder will not withdraw his Bid for a period of 30 days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish a properly executed Performance Bond and Payment Bond each in the full amount of the Contract price within the time specified.

The Attorney-in-Fact that executes this bond in behalf of the Surety must attach a notarized copy of his power of attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statue requires, certification by a resident agent shall also be provided.

6. RETURN OF BID SECURITY.

Within 15 days after the award of the Contract, the OWNER will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the contract. All other retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and guarantees which have been fortified, will be returned to the respective Bidders whose Bids they accompanied.

7. BASIS OF AWARD.

The award will be made by the OWNER on the basis of the Bid from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER. All Bids will be considered on the following basis:

Conformance with the terms of the Bid Documents.

Bid price. Cost of installation.

Responsibility and qualification of Bidder.

Suitability to project requirements. Delivery time.

The OWNER reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Bids.

8. EXECUTION OF CONTRACT.

The successful Bidder shall, within 15 days after receiving notice of award, sign and deliver to the OWNER the Contract hereto attached together with the acceptable bonds as required in these Bid Documents. Within 15 days after receiving the signed Contract with acceptable bond(s) from the successful Bidder, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

9. PERFORMANCE AND PAYMENT BONDS.

The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of 1 year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

10. TIME OF COMPLETION.

The time of completion of the Work to be performed under this Contract is the essence of the Contract. The time allowed for the completion of the Work is stated in the Bid Data Form.

11. GRATUITIES AND KICKBACKS.

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

12. FISCAL YEAR.

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between [SUCCESSFUL BIDDER], hereinafter called the Contractor, and the CITY OF GRAND ISLAND, NEBRASKA, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *BURDICK STATION DIESEL FUEL TANK AND ROGERS RESERVOIR 1 PAINTING*; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

<u>ARTICLE I</u>. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

- 1. This Contract Agreement.
- 2. City of Grand Island's Specification for this project.
- 3. [NAME OF SUCCESSFUL BIDDER] bid signed and dated [DATE OF BID].

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

<u>ARTICLE III</u>. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **[DOLLAR AMOUNT] (\$00.00)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid:	\$.00
Sales Tax on Materials/Equipment:	\$.00
Sales Tax on Labor:	\$.00
Total	\$.00

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the BURDICK STATION DIESEL FUEL TANK AND ROGERS RESERVOIR 1 PAINTING.

<u>ARTICLE V</u>. That the Contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Burdick Generating Station, and complete the work on or before **SEPTEMBER 20, 2010**.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim

or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Ву	Date
Title	
CITY OF GRAND ISLANF NEBN \SKA	
By	Date
Mayor Attest: City Clerk	
The contract is in due form according to law and	
Attorney for the City	Date

[SUCCESSFUL BIDDER]



Working Together for a Better Tomorrow, Today.

REQUEST FOR BIDS - GENERAL SPECIFICATIONS

The Bid shall be in accordance with the following and with all attached BID DATA and DETAILED SPECIFICATIONS.

All prices are to be furnished and installed FOB, Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.** * If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.0% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Bids shall include the following on the **outside** of the mailing envelope: "**Burdick Station Diesel fuel Tank and Rogers Reservoir 1 Painting**". All sealed bids are due no later than **Tuesday, March 23, 2010 at 2:00 p.m. local time**. Submit <u>a signed original and three signed copies</u> of the bid to:

Mailing Address: City Clerk Street Address: City Clerk City Hall

P. O. Box 1968 100 E. First Street
Grand Island, NE 68802 Grand Island, NE 68801

Bids will be opened at this time in the City Hall Council Conference Room #1 located on 1st floor of City Hall. Any bid received after the specified date will not be considered. No verbal bid will be considered.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

The equipment and materials must be new, the latest make or model, unless otherwise specified. Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the equipment to confirm compliance with specifications. Any equipment or material which does not meet the City's requirements will be returned at vendor's expense for correction. The invoice will be paid after approval at the next regularly scheduled Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City Treasurer in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fourteen (14) days at the bid price if accepted by the City. Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened or considered. Surety companies authorized to do business in the State of Nebraska must issue bid bonds.

Successful bidder shall comply with the City's insurance requirements; performance and payment bonds are required for this project as outlined in the Detailed Specifications and Instructions to Bidders.

All bids shall be valid for at least thirty (30) working days after the bid deadline for evaluation purposes.

All bids must be on the bid form and must be signed and dated to be accepted. Please contact Larry Keown at 308-385-5493, for questions concerning this specification.

BURDICK GENERATING STATION

BURDICK STATION DIESEL FUEL TANK AND ROGERS RESERVOIR 1 PAINTING

DETAILED SPECIFICATIONS

SCOPE: The Contractor shall, as herein described, furnish all material, equipment, labor, and supervision necessary to:

- Prepare and recoat the exterior of the Burdick Station Diesel Fuel Tank
- Prepare and recoat the exterior of the Rogers Reservoir 1

LOCATION: The Burdick Generating Station is located at 800 E. Bischeld in Grand Island, NE. The Diesel Fuel Tank is located on the Burdick Generating Station site. The Rogers Reservoir 1 is located at the intersection of Old Potash Highway and North Road in Grand Island.

TANK DESCRIPTIONS:

See Part 2.2-2.5 for coating specifications

DIESEL FUEL TANK:

- The tank diameter is 45 feet
- The tank height is 38.5 feet
- The tank is located inside of an earthen berm with a containment liner. Caution must be exercised to ensure that the existing liner is not damaged.
- Painting will include the tank exterior and appurtenances with the exception of connecting fuel piping, valves, and electronic transmitters.
- Lead test on existing coating 6407 ppm (ICAP method)

ROGERS 1 RESERVOIR:

- 3 million gallon potable water tank
- The tank diameter is 114 feet
- The tank height is 40 feet
- The tank has a cone roof supported by internal framing
- Painting will include the tank exterior and appurtenances
- Lead test on existing coating below minimum detectable level of 25 ppm (ICAP method)

LEAD ABATEMENT:

- The Contractor shall be responsible for determination of lead abatement requirements and performing the lead abatement and disposal for all stages of the project.
- The Contractor shall perform the lead abatement and disposal in compliance with applicable City, State, and Federal guidelines and regulations.
- The Contractor shall be certified for lead abatement and disposal for all stages of the project. The Contractor shall submit documentation of Contractor and Worker lead abatement certification with the bid.
- The Contractor shall submit a lead abatement plan to the City with the bid.
- Contractor is required to perform lead testing on all coatings prior to starting on the project and submit the testing results and an updated plan for necessary abatement to the City.
- TCLP tests shall be conducted prior to lead abatement waste disposal at those sites where lead abatement is required. The City shall be copied on the TCLP test results prior to disposal.

FUGITIVE EMISSIONS:

 The Contractor shall take measures to prevent fugitive emissions from crossing the property line. The project shall be shut down if visible emissions cross any project property line.

SCHEDULE: The Burdick Station Diesel Fuel Tank and the Rogers Reservoir 1 painting project shall be completed by September 20, 2010 based on a notice to proceed date of April 15, 2010.

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PAINTING SPECIFICATIONS:

PART 1 - GENERAL

1.1 REFERENCES

- A. ASTM D 16 Terminology Relating to Paint, Varnish, Lacquer, and Related Products.
- B. SSPC-SP 3 Power Tool Cleaning.
- C. SSPC-SP 6 Commercial Blast Cleaning
- D. SSPC-SP 10/NACE 2 Near-White Metal Blast Cleaning.

1.2 DEFINITIONS

- A. Definitions of Painting Terms: ASTM D 16, unless otherwise specified.
- B. Dry Film Thickness (DFT): Thickness of a coat of paint in fully cured state measured in mils (1/1000 inch).

1.3 REQUIRED BID SUBMITTALS

- A. Proposed project schedule.
- B. Documentation of Contractor and worker certification for lead abatement and disposal.
- C. The Contractor shall submit a lead abatement plan to the City with the bid.
- D. Product Data: Submit manufacturer's product data for each coating, including generic description, complete technical data, surface preparation, and application instructions.
- E. Color Samples: Submit sample of original color for owner's approval.
- F. Manufacturer's Quality Assurance: Submit manufacturer's certification that coatings comply with specified requirements and are suitable for intended application.
- G. Applicator's Quality Assurance: Submit list of a minimum of 5 completed projects of similar size and complexity to this work. Include for each project:
 - 1. Project name and location.
 - 2. Name of owner.
 - 3. Name of contractor.
 - 4. Name of engineer.
 - 5.Lead abatement procedures used on at least 3 projects.
 - 6. Name of coating manufacturer.
 - 7. Approximate area of coatings applied.
 - 8. Date of completion.
 - H. Warranty: Submit manufacturer's standard warranty.

1.4 QUALITY ASSURANCE

- A. Manufacturer's Qualifications:
 - 1. Specialize in manufacture of coatings with a minimum of 10 years experience.
 - 2. Able to demonstrate successful performance on comparable projects.
 - 3. Single Source Responsibility: Coatings and coating application accessories shall be products of a single manufacturer.
- B. Applicator's Qualifications:
 - 1. Experienced in application of specified coatings for a minimum of 5 years on projects of similar size and complexity to this Work.
 - 2. The Contractor and its employees shall be certified for lead abatement and disposal for all stages of the project.
 - 3. Applicator's Personnel: Employ persons trained for application of specified coatings.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying:
 - 1. Coating or material name.
 - 2. Manufacturer.
 - 3. Color name and number.
 - 4. Batch or lot number.
 - 5. Date of manufacture.
 - 6. Mixing and thinning instructions.
- B. Storage:
 - 1. Store materials in a clean dry area and within temperature range in accordance with manufacturer's instructions.
 - 2. Keep containers sealed until ready for use.
 - 3. Do not use materials beyond manufacturer's shelf life limits.
- C. Handling: Protect materials during handling and application to prevent damage or contamination.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Weather:
 - 1. Air and Surface Temperatures: Prepare surfaces and apply and cure coatings within air and surface temperature range in accordance with manufacturer's instructions.
 - 2. Surface Temperature: Minimum of 5 degrees F (3 degrees C) above dew point.
 - 3. Relative Humidity: Prepare surfaces and apply and cure coatings within relative humidity range in accordance with manufacturer's instructions.
 - 4. Precipitation: Do not prepare surfaces or apply coatings in rain, snow, fog, or mist.
- B. Ventilation: Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with AWWA D102.
- C. Dust and Contaminants:
 - 1. Schedule coating work to avoid excessive dust and airborne contaminants.
 - 2. Protect work areas from excessive dust and airborne contaminants during coating application and curing.
 - 3. The project will be shut down if visible dust or emissions drift beyond the property line.

PART 2 - PRODUCTS

2.1 PAINT MANUFACTURER AND COATINGS

- A. Tnemec Company Incorporated, 6800 Corporate Drive, Kansas City, Missouri 64120-1372. Local Representative: SGA Coating Consultants- kefferding@tnemec.com, or approved equal. The use of a brand name and product is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.
- B. Coatings for the Rogers Reservoir 1 shall conform to AWWA D102-06 (or current edition) and ANSI/NSF Standard 61 (or current edition) as specified for potable water storage tank applications.

2.2 COATING SYSTEMS FOR THE DIESEL FUEL TANK EXTERIOR SURFACES

- A. The tank is located inside of an earthen berm with a containment liner. Caution must be exercised to ensure that the existing liner is not damaged.
- B. Surface Preparation: Abrasive blast in accordance with SSPC-SP 6. Lead is present is the tank coating. **Contractor shall submit a plan for lead abatement and disposal.**
- C. Prime Coat: Tnemec Series 90-97 Tnemec-Zinc or 91-H2O Hydro-Zinc at 2.5 to 3.5 mils DFT.
- D. Intermediate Coat: Tnemec Series N69 or N69F Hi-Build Epoxoline II at 2.5 to 3.5 mils DFT.
- E. Finish Coat: Tnemec Series 750 Endura-Shield at 2.0 to 3.0 mils DFT.
- F. Finish Color: To be selected by the City's representative.

2.3 COATING SYSTEMS FOR ROGERS RESERVOIR 1 EXTERIOR SURFACES

A. Surface Preparation: Power-wash all surfaces with water pressure above 3000 psi, an oscillating tip, and additives to remove surface contaminants including dirt, mildew, and chalk.

- Scrubbing may be required with bleach to kill mildew. Power tool clean in accordance with SSPC SP-3.
- B. Spot Prime: Prime all power tool cleaned areas with Tnemec Series 135 Chembuild at 2.5 to 3.5 mils DFT.
- C. First Coat: Tnemec Series 73 Endura-Shield at 2.0 to 3.0 mils DFT.
- D. Finish Coat: Tnemec Series 700 HydroFlon at 2.0 to 3.0 mils DFT.
- E. Finish Color: To match original color.

2.4 ACCESSORIES

- A. Coating Application Accessories:
 - 1. Accessories required for application of specified coatings in accordance with manufacturer's instructions, including thinners.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions under which coating systems are to be applied. Notify Owner of areas or conditions not acceptable. Do not begin surface preparation or application until unacceptable areas or conditions have been corrected.

3.2 PROTECTION OF SURFACES NOT SCHEDULED TO BE COATED

- A. Protect surrounding areas and surfaces not scheduled to be coated from damage during surface preparation and application of coatings.
- B. Immediately remove coatings that fall on surrounding areas and surfaces not scheduled to be coated.

3.3 SURFACE PREPARATION OF STEEL

- A. Prepare steel surfaces in accordance with manufacturer's instructions.
- B. Ensure surfaces are dry.
- C. Exterior: Remove visible oil, grease, dirt, dust, mildew, loose rust, loose paint, and other foreign matter in accordance with SSPC-SP3.
- D. Abrasive Blast-Cleaned Surfaces: Coat abrasive blast-cleaned surfaces with primer before visible rust forms on surface. Do not leave blast-cleaned surfaces uncoated for more than 8 hours.

3.4 APPLICATION

- A. All coatings shall be applied by brush or roller. No spray application will be allowed.
- B. Apply coatings in accordance with manufacturer's instructions.
- C. Mix and thin coatings, including multi-component materials, in accordance with manufacturer's instructions.
- D. Keep containers closed when not in use to avoid contamination.
- E. Do not use mixed coatings beyond pot life limits.
- F. Use application equipment, tools, pressure settings, and techniques in accordance with manufacturer's instructions.
- G. Uniformly apply coatings at spreading rate required to achieve specified DFT. Thickness of coatings and paint shall checked with a non-destructive, magnetic-type thickness gauge, as per SSPC-PA 2 "Measurement of Dry Film Thickness with Magnetic Gages". References in PA 2 which allow 80% of the minimum thickness specified are not acceptable. Use an instrument such as a Tooke Gauge if a destructive test is deemed necessary by the Engineer.
- H. Apply coatings to be free of film characteristics or defects that would adversely affect performance or appearance of coating systems.
- I. Stripe paint with brush critical locations on steel such as welds, corners, and edges using specified primer.
- J. Use of spark-producing tools shall be prohibited where explosive fume concentrations may occur. The Contractor shall provide portable fire extinguishers of suitable type and sufficient number to permit placing at least one extinguisher at each location where the use of flammable products is in progress.
- K. No smoking shall be permitted in areas where volatile materials are in use or stored; Contractor is responsible for policing the work.
- L. Cloths, cotton, and waste material, which might constitute a fire hazard, shall be place in closed metal containers and removed from the work area at the end of each day's work.

3.5 REPAIR

- A. Damaged Materials: Repair or replace damaged materials and surfaces not scheduled to be coated.
- B. Damaged Coatings: Touch-up or repair damaged coatings. Touch-up of minor damage shall be acceptable where result is not visibly different from adjacent surfaces. Recoat entire surface where touch-up result is visibly different, either in sheen, texture, or color.
- C. Coating Defects: Repair in accordance with manufacturer's instructions coatings that exhibit film characteristics or defects that would adversely affect performance or appearance of coating systems.

3.6 FIELD QUALITY CONTROL

- A. Manufacturer's Field Services: Manufacturer's representative shall provide technical assistance and guidance for surface preparation and application of coating systems.
 - 1. Verify coatings and other materials are as specified.
 - 2. Verify surface preparation and application are as specified.
 - 3. Verify DFT of each coat and total DFT of each coating system are as specified using wet film and dry film gauges.
 - 4. Coating Defects: Check coatings for film characteristics or defects that would adversely affect performance or appearance of coating systems.
 - 5. Report:
 - a. Submit written reports describing inspections made and actions taken to correct nonconforming work.
 - b. Report nonconforming work not corrected.
 - c. Submit copies of report to Owner and Contractor.

3.7 CLEANING

A. Remove temporary coverings and protection of surrounding areas and surfaces.

3.8 PROTECTION OF COATING SYSTEMS

A. Protect surfaces of coating systems from damage during construction.

3.9 ONE-YEAR INSPECTION

- A. Owner will set date for one-year inspection of coating systems.
- B. Inspection shall be attended by Owner, Contractor, and manufacturer's representative.
- C. Repair deficiencies in coating systems as determined by Owner in accordance with manufacturer's instructions.

TEST AND INSPECTIONS: All work shall be subject to visual inspection by the Owner for runs, says, visible laps, brush marks, etc. Flawed areas shall be repaired.

CLEAN-UP: During the course of work, the Contractor shall daily clean up all debris, remove unnecessary scaffolding, equipment, and surplus material. Upon completion the Contractor shall leave the premises in a neat and clean condition with respect to his own operation, Removal of all protective coverings erected by the Contractor is mandatory. The contractor is responsible to collect and dispose of any abrasive blasting materials and properly dispose of material in landfill.

EQUIPMENT: All equipment for application of paint shall be furnished by the Contractor and shall comply with recommendations of the paint manufacturer.

<u>FIELD FACILITIES:</u> The plant will furnish electrical power at the nearest available source. All low voltage connections shall be GFI protected in accordance with the NEC.

The plant will furnish water at the nearest available source. The Contractor shall furnish all piping and temporary storage.

The Contractor shall provide temporary restroom facilities for his crew.

SAFETY: The Contractor shall follow all OSHA regulations and plant safety regulations. All personnel working on site will be required to view a 15 min safety presentation.

There is no separate contractor entrance at the Burdick Generating Station. There is one gate with a card access security system and the Contractor may request to use an access card rather than request entry each trip. There is a \$25.00 charge for all access cards that are not returned when the job is completed.

<u>CONTRACTOR PERSONNEL:</u> Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

CONTACT: To arrange a visit or for any questions regarding this specification, contact Larry Keown at 308-385-5493.

INSURANCE REQUIREMENTS: Contractor agrees to the terms of the City's Insurance Requirements attached.

<u>BIDDING INSTRUCTIONS:</u> The project shall be bid as a lump sum and include all areas noted in specification.

Figure 1 Burdick Station Diesel Fuel Tank Blast and recoat exterior. Lead abatement is assumed to be required.



Figure 1 Rogers Reservoir 1 Pressure wash and recoat exterior.



MINIMUM INSURANCE REQUIREMENTS CITY OF GRAND ISLAND, NEBRASKA

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation Employers Liability Statutory Limits \$100,000 each accident \$100,000 each employee \$500,000 policy limit

2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage

\$ 500,000 Combined Single Limit

3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage

\$ 500,000 each occurrence \$1,000,000 aggregate

4. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage

\$1,000,000 each occurrence \$1,000,000 general aggregate

5. ADDITIONAL REQUIREMENTS

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. CERTIFICATE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the bidder cannot have the "endeavor to" language stricken, the bidder may elect to provide a new certificate of insurance every 30 days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.