

**Proposal
And
Contract Documents
for**

**AVERY ROAD WATER TANK –
WET INTERIOR REPAINT
&
BLAZER PARKWAY WATER TANK –
COATING REPAIR**



14-008.0-CIP



BID SUBMITTAL AND CONTRACT DOCUMENTS FOR THE

CITY OF DUBLIN
AVERY ROAD WATER TANK - WET INTERIOR REPAINT &
BLAZER PARKWAY WATER TANK - COATING REPAIR

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I. BIDDING REQUIREMENTS

A. INVITATION FOR BIDS

The CITY OF DUBLIN, Ohio will receive sealed bids for the materials and labor necessary for the construction of the AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK - COATING REPAIR PROJECT. Bids shall be received by CITY OF DUBLIN at 5800 Shier-Rings Road, Dublin, Ohio 43016 until 10:00 A.M. local time on May 1, 2014, at which time all bids will be opened and read aloud.

The CITY OF DUBLIN may choose to not award the bid—and bidders shall hold bids open—until sixty days after the bid opening. The work for which bids are invited consists of: Avery Road Water Tank - wet interior repaint and miscellaneous repairs. Blazer Parkway Water Tank - exterior steel coating repair. The cost estimate for the Project is \$425,000.00.

Copies of the Contract Documents are on file at 5800 Shier-Rings Road, Dublin, Ohio 43016, where they are available for inspection by prospective bidders. Paper copies of the Contract Documents are available for a NONREFUNDABLE charge of \$75.00 during business hours at the same address. Please make any check payable to the CITY OF DUBLIN.

Each bidder is required to furnish with its proposal a Bid Guaranty in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experience on projects of similar size and complexity. The owner intends and requires that this project be completed by substantial completion November 15, 2014, final completion November 31, 2014 .

All contractors and subcontractors involved with the project will to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Payment of Prevailing Wages IS required for this Project.

The CITY OF DUBLIN reserves the right to accept or reject any or all bids, to waive any informalities or irregularities in the bidding process and to enter into a contract with the bidder whom, in its opinion, offers the lowest and best bid.

Each bidder must ensure that all employees and applicants for employment are not discriminated against based on race, color, religion, sex, or national origin.

By order of the Council of the CITY OF DUBLIN, Ohio. Ordinance number N/A.

Publish dates: April 17, 2014
 April 24, 2014

B. INSTRUCTIONS TO BIDDERS

1. PRELIMINARY MATTERS

- a. The Project owner is the CITY OF DUBLIN, Ohio. The Owner’s Representative is Paul A. Hammersmith P.E., Director of Engineering / City Engineer. You may direct questions or request for additional information to Todd Garwick, P.E. at Telephone: 614-410-4665; Email: tgarwick@dublin.oh.us.
- b. In connection with the Legal Notice, the CITY OF DUBLIN (hereinafter called the “ City”), issues this Request for Bids for all labor, material, and services necessary for constructing the AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK - COATING REPAIR PROJECT (the “Project”), as more fully described in the Contract Documents.
- c. Definitions. The word uses here shall have the following meanings:
 - i. “ City” or “Owner” shall mean the CITY OF DUBLIN, OHIO.
 - ii. “Bidder” or “Contractor” shall all mean an entity or person that submits a bid for the Project and ultimately the entity or person awarded the contract as applicable.
 - iii. “Contract Documents” shall mean the documents included with this bid solicitation and listed as Contract Documents in the City/Contractor Agreement.
 - iv. “O.R.C.” shall mean the OHIO REVISED CODE.
- d. The Project consists of the following contract(s) for the work on the Project:
 - i. General Contract
- e. Estimate of Cost [O.R.C. 153.12(A)].
 - i. The total estimated construction cost for the base bid Work for the Project for which the City is soliciting bids at this time is \$425,000.00.

2. CONTRACTOR QUALIFICATIONS, REGISTERED CONTRACTORS, INCOME TAX, PERMITTING

- a. A Bidder may be a person, private entity, or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in association in the form of a joint venture or other consortium. In the case of a joint venture or other consortium:
 - i. All members shall be jointly and severally liable for the execution of the Contract, and
 - ii. The association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or the consortium during the bidding process and, in the event the joint venture or consortium is awarded the Contract, during Contract execution.
- b. Threshold Qualifications. Every Contractor, before entering a contract with the City, must demonstrate the following:

- i. Registered Contractors. Any person or company (including subcontractors) intending to do work under these Contract Documents shall be required to meet the CITY OF DUBLIN laws for Contractor Registration, if any, contained in the Codified Ordinances of the CITY OF DUBLIN as applicable to the particular classification of work to be performed.
 - ii. Licensed Contractors. Bidders and subcontractors for work requiring licenses under the O.R.C. shall submit evidence of such licensing in accordance with O.R.C. Chapter 4740.
 - iii. Foreign Corporations. Business entities formed outside of the state of Ohio shall present proof of registry with the Ohio Secretary of State and demonstrate the existence of an Ohio statutory agent.
- c. Income Taxes. All persons or entities performing work under these Contract Documents shall comply with the requirements set forth in the Codified Ordinances of the CITY OF DUBLIN.
- d. Permits and Regulations - Unless otherwise previously or subsequently specified, the Contractor shall procure and pay for all permits, licenses, inspections and approvals necessary for the execution of his contract. The City will obtain the required building permit for permanent structure.
 - i. The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work required to complete the Project.
 - ii. The Contractor's attention is directed to the "Safety and Health Regulations for Construction" of the Occupational Safety and Health Administration, U.S. Department of Labor and to its responsibilities thereunder.

3. GENERAL INSTRUCTIONS

- a. City expects the Bidder to examine all instructions, forms, terms, and specifications in the Request for Bids. Each Bidder is solely responsible for conducting its own due diligence and investigation in support of the preparation of Bids, negotiation of agreements, and the subsequent delivery of all services it will provide. Bidder's failure to furnish all information or documentation required by the Bidding Documents may result in the City rejecting the Bid.
- b. Public Information. The City considers all information, documentation and other materials requested to be submitted in response to this solicitation to be a non-confidential and/or non-proprietary nature and therefore subject to public disclosure under the Ohio Public Records Laws except as specifically exempted by those laws. [O.R.C. Chapter 149].
- c. Bidder should carefully read the information contained herein. It is the Bidder's responsibility to submit a complete response to all requirements and questions. Any information submitted by Bidders shall become the property of the City and submitted at the Bidder's sole expense. The City shall not pay any stipend for any submissions

related to the bidding process. The City will not provide compensation to Bidders for any expenses incurred for Bid preparation or for any presentations made.

- d. The City may disqualify bids that are qualified with conditional clauses, or alterations, or items not called for in the bid documents, or irregularities and deviations from the requirements of the Contract Documents.
- e. The City makes no guarantee that an award will be made because of this bid, and reserves the right to accept or reject any or all bids, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this bid or resulting contract when deemed to be in the City's best interest.

4. INTERPRETATION

- a. If a Bidder contemplating submitting a Bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, **it may submit a written request for an interpretation thereof to Todd Garwick, P.E., in writing on the form included with the Contract Documents. Inquiries shall be faxed to 614-410-4699 to the attention of Todd Garwick, P.E..** The City will make any interpretation of the proposed documents by Addendum only, duly signed by the City, and a copy of such Addendum will be mailed or delivered to each Bidder receiving a set of Contract Documents and each plan room where the City maintains the Contract Documents. The City will not be responsible for any other explanation or interpretation of the proposed documents.
- b. In interpreting the Contract Documents, the Bidder shall interpret words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, in accordance with the well-known meaning recognized by the trade.

5. CONTRACT DOCUMENTS

- a. The Contract Documents consist of the documents listed in the City/Contractor Agreement and included with these Bid Submittal and Contract Documents for the Project. Bidders shall use complete sets of the Contract Documents in preparing Bids. The City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. The City, in making the Contract Documents available on the above terms, does so only for obtaining Bids on the Work and does not confer a license or grant for any other use.
- b. The Construction and Material Specifications for this Project shall be the CITY OF DUBLIN Division 100 and the current version of the CMS, excluding 's Division 100—all of which are incorporated into and made part of the Contract Documents for this Project.

6. DOCUMENTS TO SUBMIT WITH BID

- a. The Bidder shall submit the following completed forms with its response to this Request for Bids:
 - i. Bid Form
 - ii. Bid Guaranty and Contract Bond

- iii. Affidavit of Authority (if applicable)
 - iv. Personal Property Tax Affidavit
 - v. Bidder's Qualification Statement
 - vi. Insurance Certificate
 - vii. Noncollusion affidavit
 - viii. State of Ohio Bureau of Workers' Compensation Certificate
 - ix. Proposed Supervisory Personnel List
 - x. Proposed Subcontractor List
 - xi. Bidder's and Subcontractors' Certificate(s) of licensure, if applicable
- b. In addition to the foregoing requirements, Bids submitted by a joint venture or other consortium shall include a copy of the joint venture/consortium agreement entered into by all members. Alternatively, a binding letter of intent or similar irrevocable instrument to execute a joint venture/consortium agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed joint venture/consortium agreement.
- c. Each Bidder shall submit the following number of copies of its Bid to the City: 3 and one additional copy in electronic PDF form. The PDF form must exactly match the hard copy and must be provided within 24 hours after the Bid opening. The Bid Form shall be signed with the name typed or printed below the signature. A Bid shall not be submitted by facsimile transmission. A Bidder shall sign its Bid in the form required under Ohio law to bind the Bidder's particular type of business entity to a contract.
- d. Each Bid shall be enclosed and delivered in a sealed opaque envelope with the Bidder's name and the title of the Project printed in the upper left hand corner and addressed as follows: **ATTN: Paul A. Hammersmith P.E., Director of Engineering / City Engineer, 5800 Shier-Rings Road, Dublin, Ohio 43016.** The Bidder shall be responsible for delivering its Bid to this office and address for the Bid opening before the deadline set forth in the Legal Notice—as extended by any addenda. The City will not open Bids that arrive after the deadline regardless of how the Bidder delivers the Bid.
- e. After the City opens the Bids, it may require the Bidders to submit additional financial information. The City shall keep additional financial information it receives pursuant to a request under this paragraph confidential to the extent possible, except under proper order of a court. The additional financial information should not be a public record under section 149.43 of the Revised Code. (See O.R.C. 9.312).

7. CLARIFICATION OF BIDS

- a. To assist in the examination, evaluation, and comparison of the Bids and the qualifications of the Bidders, the City may ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the City shall not be considered. The City's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or

permitted, except to confirm the correction of arithmetic errors discovered by the City in the evaluation of the Bids.

8. BONDS

- a. Bid, Payment, and Performance Security. Each bidder shall submit one of the statutorily required forms of bid security as set forth in O.R.C. Section 153.54 and the winning bidder must also submit Payment and Performance bonds as required by the O.R.C. and on the forms included with the Contract Documents. There are two ways to meet these requirements:
 - i. **OPTION #1:** Submit the Combined Bid/Performance/Payment Bond on the form included with the Contract Documents along with the Bid; or,
 - ii. **OPTION #2:** Submit a certified check, cashier's check, or letter of credit pursuant to Chapter 1305 of the Revised Code, conditioned to provide that if the bid is accepted, the bidder, after the awarding or the recommendation for the award of the contract, whichever the contracting authority designates, will enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material. Any letter of credit shall be revocable only at the option of the City. The amount of the certified check, cashier's check, or letter of credit shall be equal to ten per cent of the bid. Any of the foregoing instruments shall be submitted with the CITY OF DUBLIN listed as the payee or beneficiary. If the Bidder chooses option ii and is awarded the Contract, the Bidder shall then submit a Payment and Performance Bond using the form included with the Contract Documents.
- b. With any Bond required here, the Bidder shall submit or ensure:
 - i. *Ohio Department of Insurance Certificate.* Proof that the bond is issued by a surety company ("Surety") authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the City in the form of a certificate.
 - ii. *A Financial Statement.* Proof that the bond is issued by a Surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the Surety currently has an A.M. Best Company Policyholders rating of "A-" better and has or exceeds the Best Financial Size Category of Class VI. Other Sureties may be acceptable to the City, in its sole discretion.
 - iii. *Proper signatures, credentials, and Power of Attorney.* The bond shall be signed by an authorized agent of an acceptable Surety and by the Bidder; and, include credentials showing the Power of Attorney of the agent.
 - iv. The name, address, and telephone and fax numbers of the Surety and the Surety's Agent should be typed or printed on each bond.

9. EXECUTION OF CONTRACT

- a. Within 10 days after award of the Contract, the successful Bidder shall execute and deliver to the City an original of the City/Contractor Agreement, based upon the City's form. Such contract shall include the terms required by Ohio law and documents required by the Instructions to Bidders and Contract Documents for the Project. The successful Bidder shall have no property interest or rights under the City/Contractor Agreement until the Agreement is properly executed by the City.

10. STATE SALES AND USE TAXES

- a. The City is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed Ohio Department of Taxation Demolition Contract Exemption Certificate to the vendors or suppliers when acquiring the materials. The City will execute properly completed certificates on request.

11. DATE FOR SUBSTANTIAL COMPLETION/LIQUIDATED DAMAGES

- a. Date for Substantial Completion. Each successful Bidder shall have its Work on the Project Substantially Complete (as Substantial Completion is defined in the Contract Documents) as follows: **substantial completion November 15, 2014, final completion Novemeber 31, 2014** . The Contract Time shall run from the date of the Notice to Proceed or if there is no Notice to Proceed from the Effective Date of the City/Contractor Agreement. The Date for Substantial Completion and the Contract Time may be extended only as set forth in the Contract Documents. By submitting its Bid, each Bidder agrees that the period for performing its Work is reasonable.
- b. Liquidated Damages. If the successful Bidder does not have its Work Substantially Complete by its Date for Substantial Completion, the successful Bidder shall pay the City and the City may set off from amounts otherwise due the successful Bidder any Liquidated Damages. The daily amounts of Liquidated Damages are set forth in the Contract Documents. The total amounts of Liquidated Damages will be calculated based on the total number of calendar days beyond the Date for Substantial Completion that the Bidder's Work is not Substantially Complete. In addition to such Liquidated Damages, the Bidder shall indemnify, defend, and hold the City and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred as a result of such claims, including but not limited to attorneys' and experts' fees and expenses, and additional inspection costs that arise out of or are related to the Bidder's failure to Substantially Complete its Work by its Date for Substantial Completion. The Bidder's obligations under this Section are joint and several.

12. MODIFICATION/WITHDRAWAL OF BIDS

- a. Modification. A Bidder may modify its Bid by written communication to the City addressed to the City's Representative at any time before the scheduled closing time for receipt of Bids, provided such written communication is received by City's

Representative before the Bid deadline. The written communication shall not reveal the Bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known to the City until the sealed Bid is opened. If the Bidder's written instructions with the change in Bid reveal the Bid amount in any way before the Bid opening, the Bid may be rejected as non-responsive.

- b. Withdrawal. Bids may be withdrawn with permission of the City or in strict accordance with O.R.C. Section 9.31 which generally commands that Bidders may withdraw their bids from consideration if the price of the bid was substantially lower than the other bids, providing the bid was submitted in good faith, and the reason for the price bid being substantially lower was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, or material made directly in the compilation of the bid. Notice of a claim of right to withdraw such bid must be made in writing filed with the City within two business days after the conclusion of the bid opening procedure.

13. PREVAILING WAGES

- a. This Project is vertical construction with an estimated cost of **\$ 425,000.00**, and the **Bidder IS required to comply with all applicable Ohio Prevailing Wage requirements and labor laws for this Project.**
- b. If Prevailing Wage applies to this Project, the determination of the prevailing rates of wages of mechanics and laborers in accordance with section 4115.05 of the Revised Code for the class of work called for by the Project, in the locality where the work is to be performed, shall be attached to and made part of the Contract Documents.
- c. If Prevailing Wage applies to this Project, the Contractor must pay at least the wage rates subsequently listed in the Wage determinations. The Contractor must submit properly executed copies of the Contractor's and subcontractor's payrolls to the City's Prevailing Wage Coordinator in accordance with the requirements of Section 4115.071 of the O.R.C.. Payroll records shall be kept current as failure to do so will delay the Owner's approval for payment of any pending estimates.

14. ALTERNATES

- a. The City may request bids on alternates. If the City requests bids on alternates, the Bidder should include the cost of the alternates requested on its Bid Form.
- b. At the time of awarding the contract, the City will select or reject alternates as it determines is in its best interest. A Bidder's failure to include in its Bid Form the cost of an alternate selected by the City and applicable to the Bidder's work may render the bid non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be deemed material.
- c. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the City may include alternates, which may include deduct alternates as well as add

alternates, to give it flexibility to build the Project with the funds available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the City will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the City can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the Bidder submitting the lowest and best bid will be based on the lowest and best base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid. The bidder also acknowledges that its, and other bidders', bids may become responsive or non-responsive based on whether the bidders bid and are qualified for all base work and alternates; and, the City's selection of alternates. The City will evaluate bids to determine the lowest and best bid after it selects the alternates.

- d. If, during the progress of the Work, the City desires to reinstate any alternate not included in the Contract, the City reserves the right to reinstate the alternate at the price bid by the Contractor if such action is taken in sufficient time so as not to delay the progress of the work or cause the Contractor additional expense.

15. UNIT PRICES

- a. Where unit prices are requested in the Bid Form, the Bidder should quote a unit price. Unless otherwise expressly provided in the Bid Documents, such unit prices shall include all labor, materials, and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices quoted in the bid shall be the basis for any Change Orders entered into under the City/Contractor Agreement, unless the Design Professional determines that the use of such unit prices will cause substantial inequity to either the Contractor or the City.
- b. The estimated quantities shown herein are approximate only and the City assumes no responsibility for the accuracy of the estimates. Bidders are cautioned to make their own investigations and determinations of the conditions under which the work will be performed and to base their bids accordingly.

16. ADDENDA

- a. The City reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents before the time set for receiving bids. The City will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents.
- b. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding. Any explanations, interpretations, or other representations made by any other means shall not be legally binding. All Addenda shall become a part of the Contract Documents.
- c. Bidders shall submit written questions to the City in sufficient time in advance of the bid opening to allow sufficient time for the City to respond. All Addenda will be issued, except as hereafter provided, and mailed or otherwise furnished to persons who have

obtained Contract Documents for the Project, before the published time for the opening of bids.

- d. Copies of each Addendum will be sent only to the Bidders to whom Contract Documents have been issued and to Plan Rooms where copies of the Contract Documents are maintained. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should contact the City before the bid opening to verify the number of Addenda issued.
- e. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the City any error, omission, inconsistency, or ambiguity therein.
- f. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Design Professional on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
 - i. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
 - ii. The Addendum involves only a matter of form or is one that has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

17. PREFERENCE FOR PUBLIC IMPROVEMENT CONTRACTS (As Selected)

- a. With respect to the award of this Contract, the City shall give preference to a contractor having its principal place of business in Ohio over a contractor having its principal place of business in a state that provides a preference in favor of contractors of that state for the same type of work. Where a preference is provided by another state for contractors of that state, a contractor having its principal place of business in Ohio is to be granted by the City the same preference over them in the same manner and on the same basis and to the same extent as the preference is granted in letting contracts for the same type of work by the other state. If one party to a joint venture is a contractor having its principal place of business in Ohio, the joint venture shall be considered as having its principal place of business in Ohio.
- b. With respect to the award of this Contract, the City shall not give preference to a contractor having its principal place of business in Ohio over other contractors.

18. METHOD OF AWARD

- a. In evaluating Bids, the City may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidder and its subcontractors and suppliers. The Bidder authorizes the City and its representatives to contact the owners, design professionals, and others having knowledge (collectively "Contacts") on projects on which the Bidder has worked and authorizes and requests such Contacts to provide the City with a candid evaluation of the Bidder's performance. By submitting its Bid, the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit

brings an action against any of such Contacts or the employees of any of them as a result of or related to such candid evaluation, the Bidder will indemnify and hold such Contacts and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such Contacts and the employees of each of them.

- b. All Bids shall remain open for acceptance for 60 days following the day of the Bid opening, but the City may, in its sole discretion, release any Bid and return the Bid Guaranty before that date.
- c. The City reserves the right to reject any, part of any, or all Bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the City to reject any or all Bids or to reject any incomplete or irregular Bid. The City will award a single contract for each of the Bid packages listed above, unless it determines to reject one or more Bid packages. Bidders must furnish all information requested. Failure to do so may result in disqualification of the Bid.
- d. Determination of the Bidder Submitting the Lowest and Best Bid. Subject to the right of the City to reject any or all Bids, the City will award the Contract for the Work to the Bidder submitting the lowest and best Bid, taking into consideration accepted alternates.
 - i. Buy Ohio/American and Ohio Contractor Bid Preference. If selected above, the City shall apply a domestic Ohio bid preference as outlined below.
 1. Bids will first be evaluated to determine that a bidder's offering is for a domestic source end product as defined in 41 C.F.R. section 1-6.101(D). Information furnished by the Bidder in its Bid shall be relied upon in making this determination. Any Bidder's offering that does not offer a domestic source end product shall be rejected, except where the City determines that certain articles, materials and supplies are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.
 - a. Following the determination as to domestic source end products, remaining bids and proposals shall be evaluated as set forth below, so as to give preference to Ohio bids or bidders who are located in a border state, provided that the border state imposes no greater restrictions than contained in this rule.
 2. Buy Ohio Act compliance
 - a. Where the preliminary analysis of bids identifies the apparent low bid as an Ohio bid or a bid from a border state, the City shall proceed with its standard contract award practices and procedures as set forth in the Instructions to Bidders.

- b. Where the preliminary analysis identifies the apparent low bid as one other than an Ohio bid or bid from a border state, the City shall consider the following factors:
 - i. Whether the goods or services can be procured in-state in sufficient and reasonably available quantities and of a satisfactory quality;
 - ii. Whether an Ohio bid has been submitted;
 - iii. Whether the lowest Ohio bid, if any, offers a price to the City deemed to be an excessive price (defined as a price that exceeds by more than five per cent the lowest non-Ohio bid submitted);
 - iv. Whether the lowest Ohio bid, if any, offers a disproportionately inferior product or service.
 - c. Where the City determines that selection of the lowest Ohio bid, if any, will not result in an excessive price or disproportionately inferior product or service, the City shall include that Bidder in its lowest and best analysis.
 - d. Where the City otherwise determines it is advantageous to propose the award of a contract to other than an Ohio bidder or bidder from a border state, the City shall include that Bidder in its lowest and best analysis.
- ii. In addition to the forgoing, City may consider the following criteria in determining the lowest and best bidder; and, in its discretion, may consider and give such weight to these criteria as it deems appropriate:
1. Past Contract Performance
 - a. Whether Bidder has failed to perform a contract within the last five years from the date of Bid submission based on all information including fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the dispute resolution mechanism under the respective contract, and where all appeal instances available to the Bidder have been exhausted.
 - b. Whether Bidder has failed to sign a contract after submitting a bid security in the past five years.
 - c. All pending litigation shall in total not represent more than ten percent (10%) of the Bidder's net worth and shall be treated as resolved against the Bidder.
 - d. Bidder's history of making claims against others or having claims made against it; and, if the Bidder's management operates or has operated another construction company, the work history of that

company in determining whether the Bidder submitted the lowest and best Bid.

2. Financial Ability

- a. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety.
- b. Submission of audited financial statements including balance sheets, income statements, and cash flow statements, or other financial statements acceptable to the City, for the last three years to demonstrate the current soundness of the Bidder's financial position and its prospective long term profitability.
 - i. The Bidder's average coefficient of Current ratio (Current Assets/Current Liabilities) compared to 1. The greater, the better.
 - ii. The Bidder's average coefficient of Debt ratio (Total Debt/Total Assets) compared to 1. The lesser, the better.

3. Experience

- a. Whether the Bidder has experience under contracts in the role required by this Contract for at least the last five years before the Bid submission deadline, and with activity in at least nine months each year.
- b. Whether the Bidder has participated as in the role required by this Contract in at least two contracts within the last five years, each with a value of at least 85% of the stated estimate for this Project, that have been successfully and substantially completed and that are similar to the proposed Works. Similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in the Contract Documents.
- c. For the above or other contracts executed during the period stipulated in above, whether the Bidder has experience in the following key activities: Water Tank - wet interior repaint and miscellaneous repairs as well as exterior steel coating repair. .
- d. Whether the Bidder has a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Project, on time and in accordance with the applicable Contract Documents.
- e. The Bidder's prior experience on other projects with the CITY OF DUBLIN and with other public owners, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and will

also consider its ability to work with the City as a willing, cooperative, and successful team member.

4. Whether the Bidder possesses or can obtain sufficient equipment and facilities to complete the Project.
 5. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time.
 6. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, Prevailing Wage laws, and Ethics laws.
 7. The Bidder's participation in a drug-free workplace program acceptable to the City, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the O.R.C..
 8. The City's prior experience with the Bidder's surety.
 9. The Bidder's interest in the Project as evidenced by its attendance at any pre-Bid meetings or conferences for Bidders.
 10. Depending upon the type of the work, other essential factors, as the City may determine and as are included in the Specifications.
 11. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
- e. With its Bid, the Bidder will complete and submit to the City a completed Contractor's Qualification Statement (using the form included in the Contract Documents), and thereafter will provide the City with such additional information as the City may request regarding the Bidder's qualifications.
 - f. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not the lowest and best Bidder.
 - g. With its Bid, the Bidder shall submit a list of proposed subcontractors using the form included with the Contract Documents. Subcontract work shall not total more than **50%** of the Contractor's Contract with the City.
 - h. The City reserves the right to reject proposed Subcontractors before the Contract is awarded. The Bidder shall replace rejected subcontractors with subcontractors acceptable to the City with no change in the amount of the Bid submitted by the Bidder to City. After approval by the City of the list of proposed Subcontractors, Suppliers, and manufacturers submitted by the successful Bidder, the list shall not be changed unless written approval of the change is authorized by the City. The City reserves the right to reject Subcontractors after the Contract is awarded. In that instance, the City shall only be liable to the Contractor for the difference in Contract Price between the rejected subcontractor and the replacement subcontractor. The Contractor's markup on the replacement subcontractor shall be equal to or less than the markup on the rejected subcontractor contract.

- i. With its Bid, the Bidder shall submit a list of supervisory personnel with which it intends to staff the Project indicating their respective roles on the Project. The City reserves the right to reject proposed personnel both before and after the Contract is awarded with no additional cost to the City. Once the personnel list is approved by the City, it shall not be changed without the written consent of the City.
- j. No Bidder may withdraw its Bid within sixty (60) days after the date Bids are opened. The City reserves the right to waive any formalities or irregularities or to reject any or all Bids.
- k. The City reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.
- l. By submitting its Bid, the Bidder agrees that the City's determination of which Bidder is the lowest and best Bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, the Bidder will indemnify and hold the City and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the City, its employees, or agents that arise out of or are related to such challenge.
- m. Award of Contract. The award and execution of the Contract, when required, will only be made pursuant to the legal process applicable to the City for awarding contracts of this nature.

END OF INSTRUCTIONS TO BIDDERS

C. REQUEST FOR INFORMATION (PRE-BID)

CITY OF DUBLIN

AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK - COATING REPAIR

The person, firm, or corporation submitting a request for information shall be responsible for its prompt delivery and do so in a manner that will allow a sufficient period of time for the issuance and delivery of an Addendum before receipt of bids. The CITY OF DUBLIN will not be responsible for any other explanations of the Contract Documents made before the receipt of bids.

Please submit all pre-bid questions in writing by facsimile or electronic mail (Email) to: Todd Garwick, P.E., 614-410-4699

Company:	Contact Name:
Email:	Phone:
Requested Information:	

D. BID COVERSHEET

BIDDERS SHALL ATTACH THIS FORM AS THE COVERSHEET TO THE BID. USE THE BOXES BELOW TO CHECK YOUR WORK. COMPLETING THIS FORM DOES NOT GUARANTEE THAT YOUR BID WILL BE RESPONSIVE OR SELECTED; BUT, SHOULD HELP TO OVERCOME THE MOST COMMON BIDDER MISTAKES. THE CITY OF DUBLIN, OHIO RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY INFORMALITIES OR IRREGULARITIES IN THE PROPOSALS.

- 1. Bidder's Company Name: _____
- 2. Total Bid (From Bid Form): \$ _____

BID PACKAGE

- Reviewed in detail?

PROPOSAL

- Acknowledged any addenda?
- Total bid amount completed in words and figures?
- Signed by a person with authority to bind your company?
- No changes made to form or conditions added?

BID SCHEDULE

- Completely filled in?

COMBINED BID/PERFORMANCE/PAYMENT BOND

- Your company name in the Principal blank?
- Surety name in the Surety blank?
- Dollar amount should be blank
- Signed as indicated?

COMBINED DELINQUENT PERSONAL PROPERTY TAX & NONCOLLUSION AFFIDAVIT

- Filled in?
- Signed?
- Notarized?

AFFIDAVIT OF AUTHORITY

- Needs completed if you are anything other than a sole proprietor
- Filled in?
- Signed?
- Notarized?

POWER OF ATTORNEY (OUT OF STATE CORPORATION)

- Must have if you are an out of state corporation

LIST OF SUBCONTRACTORS

- Completed?

LIST OF SUPERVISORY PERSONNEL

Completed?

CONTRACTOR QUALIFICATION STATEMENT

Completed?

INSURANCE CERTIFICATE

Submitted?

WORKERS COMPENSATION COVERAGE

Submitted?

W-9 FORM

Submitted?

E. PREVAILING WAGE RATES DISK

II. BIDDING FORMS

A. PROPOSAL

CITY OF DUBLIN

AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK - COATING REPAIR PROJECT

_____ (the "Bidder") submits this Proposal having read and examined the contract documents, including but not limited to the Invitation to Bid.

Addenda Number

Date of Receipt

The Bidder proposes to perform all work for the Agreement for Construction in accordance with the contract documents for the following sum:

Total Bid (in figures): \$ _____

Total Bid (in words): _____

In the event of a discrepancy between the amount of the total bid as written in figures and in words, the amount written in words shall govern.

Unless otherwise specified in the Bid Document the amount of the total bid is based on the unit prices or lump sum set forth in the Bid Schedule attached hereto and incorporated herein.

The Bidder understands and agrees that all work to be performed under the Agreement for Construction shall be completed by the date or time required by the Contract Documents unless an extension of time is granted by the CITY OF DUBLIN.

Upon failure to have the work completed within the project time, the CITY OF DUBLIN, OHIO shall be entitled to retain or recover from the Bidder, as liquidated damages, and not as a penalty, the amounts set forth in the following table for each and every calendar day until completion. The right of the CITY OF DUBLIN, OHIO to recover liquidated damages shall not substitute for any recovery for additional costs in the event the Bidder fails to complete the Agreement for Construction according to the Contract Documents.

Liquidated Damages:

<u>Contract Amount</u>	<u>Dollars per Day</u>
\$0-25,000	100.00
25,001-50,000	150.00

50,001-100,000	200.00
100,001-500,000	300.00
500,001-1,000,000	500.00
1,000,001-2,000,000	750.00
2,000,001-5,000,000	1,000.00
5,000,001-10,000,000	1,500.00
Over \$10,000,001	2,000.00

REPRESENTATIONS OF THE BIDDER

The Bidder represents the following:

1. The Bidder has read and understands the Contract Documents and understands that it must comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder that might indicate a contrary intention.
2. The Bid is based upon the items specified by the Contract Documents.
3. The Bidder has visited the site, become familiar with local conditions, and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation of the Contract Documents.
4. Within ten (10) business days from the date of receipt the Notice of Intent to Award, the Bidder understands that it must enter into and execute an agreement for CITY OF DUBLIN, AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK - COATING REPAIR PROJECT if awarded based on this proposal. If the Bidder does not execute an agreement for the Project for any reason, the Bidder and the Bidder's surety shall be liable to the CITY OF DUBLIN, OHIO as provided in O.R.C. Section 153.54.
5. Within ten (10) business days of the date of receipt of the Notice of Intent to Award, the Bidder understands that it must submit the following:
 - a. Performance Bond. (If combined bid/performance/payment not submitted already).
 - b. Copy of Additional Insured Endorsement.
6. The Bidder understands that it must furnish any other information requested by the CITY OF DUBLIN.

The Bidder hereby signs this Proposal on the ___ day of _____, 2014.

If Bidder is an individual, complete the following:

Signature: _____

Print Name: _____

Name of Business: _____

(if different from above)

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

If Bidder is a partnership, complete the following:

Name of Partnership: _____

By: _____

(Signature)

Print Name: _____

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

Names and Addresses of all general partners:

If Bidder is a joint venture, complete the following:

Name of Joint Venture: _____

By: _____

(Signature)

Print Name: _____

Address: _____

Telephone: () _____

Fax: () _____

Complete the following for each firm represented by the joint venture:

1. Name: _____

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

2. Name: _____

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

If Bidder is a corporation, complete the following:

Name of Corporation: _____

By: _____

(Signature)

Print Name: _____

Title: _____

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

State of Incorporation: _____

Names and addresses of Corporate Officers:

If Bidder is an entity other than those described above, complete the following:

Name of Bidder:

By: _____

(Signature)

Print Name: _____

Title: _____

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

Type of Business Entity: _____

Names and addresses of all Principals:

B. BID SCHEDULE

BIDDER agrees to perform all the work described in the Contract Documents

for the following unit prices:

1	2	3	4	5	6	7	8
ITEM	DESCRIPTION	QUANTITY	UNIT	LABOR \$	MATERIAL \$	5 + 6	Extended Price 3 X 7

Total BID for Project: \$ _____

C. COMBINED BID/PERFORMANCE/PAYMENT BOND

**CITY OF DUBLIN
AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK -
COATING REPAIR**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned
_____ (the "Principal") and

_____ (the "Surety"), are hereby held and firmly bound unto the CITY OF DUBLIN, Ohio as obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the CITY OF DUBLIN on _____, 2014 to undertake the project known as the CITY OF DUBLIN, AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK - COATING REPAIR PROJECT.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to CITY OF DUBLIN, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the CITY OF DUBLIN, which are accepted by the CITY OF DUBLIN. In no case shall the penal sum exceed the amount of _ dollars (\$_). (If the foregoing blank is not filled in, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.)

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid for the CITY OF DUBLIN, AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK - COATING REPAIR PROJECT.

NOW, THEREFORE, if the CITY OF DUBLIN accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the CITY OF DUBLIN the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the CITY OF DUBLIN may in good faith contract with the next lowest bidder to perform the work covered by the bid, or in the event the CITY OF DUBLIN does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the CITY OF DUBLIN the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the CITY OF DUBLIN accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein.

NOW ALSO, if the Principal shall well and faithfully do and perform the things agreed by Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material man or laborer having a just claim, as well as for the CITY OF DUBLIN herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of the Surety on the Surety's bond, and the Surety does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the plans or specifications.

Signed this _____ day of _____, 2014.

PRINCIPAL:

By: _____

(Signature)

Print Name: _____

Title: _____

Address:

Telephone: () _____

SURETY:

By: _____

(Signature)

Print Name: _____

Title: _____

Address:

Telephone: () _____

SURETY AGENT:

By: _____

(Signature)

Print Name: _____

Title: _____

Address:

Telephone: () _____

D. ALTERNATE BID SECURITY FORM

Bidder Name: _____

Project Name: AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK - COATING REPAIR

The undersigned Bidder hereby submits with its bid the following bid security equaling 10% of the total amount of the bid as required by Ohio Revised Code Section 153.54:

A Certified Check

A Cashier's Check

A Letter of Credit pursuant to Chapter 1305 of the Ohio Revised Code

A bid guaranty filed under this form shall be conditioned to provide that if the bid is accepted, the bidder, after the awarding or the recommendation for the award of the contract, whichever the CITY OF DUBLIN designates, will enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material. All bid guaranties filed hereunder shall be payable to the CITY OF DUBLIN, be for the benefit of the CITY OF DUBLIN, and be deposited with, and held by, the CITY OF DUBLIN.

Bidder Signature: _____

Print Name: _____

E. PERFORMANCE AND PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto CITY OF DUBLIN (“Obligee”) in the penal sum of \$ _____, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on _____ enter into a contract with CITY OF DUBLIN, which said contract is made a part of this bond the same as though set forth herein;

Now, if the said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Signed this _____ day of _____, 2014.

PRINCIPAL:

By: _____

(Signature)

Print Name: _____

Title: _____

Address:

Telephone: () _____

SURETY:

By: _____

(Signature)

Print Name: _____

Title: _____

Address:

Telephone: () _____

SURETY AGENT:

By: _____

(Signature)

Print Name: _____

Title: _____

Address:

Telephone: () _____

F. AFFIDAVIT OF AUTHORITY

CITY OF DUBLIN

AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK - COATING REPAIR

(To be completed and executed if the Contractor is anything other than a sole proprietorship.)

State of _____ (State Where Completing this Form)

County of _____ (County Where Completing this Form) ss:

_____ (Your Name), being duly sworn, deposes and says that he or she is the _____ (Position) of _____ (Business Name), a _____ (Type of Entity) organized and existing under and by virtue of the laws of the State of _____ (State), and having its principal office at: _____ (Address), _____ (City), _____ (County), _____ (State).

Affiant further says that he is familiar with the records, minute books and by-laws of _____ (Business Name).

Affiant further says that _____ (Name of Person Signing Contract) _____ (Title of Person Signing Contract) of _____ (Business Name)

is duly authorized to sign the Contract for the CITY OF DUBLIN AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK - COATING REPAIR Project on behalf of _____ (Business Name) by virtue of _____.

(Describe how the person signing the Contract has Authority to sign for example: "a provision of the by-laws" or "a resolution of the Board of Directors"—if by resolution, give date of adoption.)

_____, _____
(Your Signature) (Your Position)

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name of person acknowledged). Signature and Seal of person taking acknowledgement:

G. COMBINED DELINQUENT PERSONAL PROPERTY TAX & NONCOLLUSION AFFIDAVIT

State of _____ (State Where Completing this Form)

County of _____ (County Where Completing this Form) ss:

_____ (Your Name), Affiant, being first duly sworn, deposes and says:

1. I am the _____ (Your Title) of _____ (Business Name), the Bidder that has submitted the attached Bid;

2. I am fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid, and that such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted, or to refrain from Bidding in connection with such contract, or has in any manner directly or indirectly sought by agreement, collusion, communication, or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the **CITY OF DUBLIN, OHIO**, or any person interested in the proposed contract; and

5. The price or prices quoted in the attached Bid are fair, proper, and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agent's representatives, owners, employees, or parties in interest, including this affiant.

6. Effective this _____ day of _____, 2014, the Bidder:

Choose One	<input type="checkbox"/> is charged with delinquent personal property taxes on the general list of personal property as set forth below:										
	<table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">County</th> <th style="text-align: right;">Amount (include total amount, with penalties and interest thereon)</th> </tr> </thead> <tbody> <tr> <td>_____ County</td> <td style="text-align: right;">\$ _____</td> </tr> </tbody> </table>	County	Amount (include total amount, with penalties and interest thereon)	_____ County	\$ _____						
	County	Amount (include total amount, with penalties and interest thereon)									
	_____ County	\$ _____									
	_____ County	\$ _____									
_____ County	\$ _____										
_____ County	\$ _____										
<input type="checkbox"/> is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county.											

Signed: _____

Title: _____

The foregoing instrument was acknowledged before me this _____ (date)

by _____ (name of person acknowledged).

Signature and Seal of person taking acknowledgement:

H. W-9 FORM

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.				
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)					
	Business name/disregarded entity name, if different from above					
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee					
	<input type="checkbox"/> Other (see instructions) ▶ _____					
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)				
City, state, and ZIP code						
List account number(s) here (optional)						
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.						
		Social security number <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> </tr> </table>				
		Employer identification number <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> </tr> </table>				
Part II Certification Under penalties of perjury, I certify that:						
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).						
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.						
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____				
General Instructions Section references are to the Internal Revenue Code unless otherwise noted.						
Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:						
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.						
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.						

I. LIST OF SUBCONTRACTORS

CITY OF DUBLIN

**AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK -
COATING REPAIR PROJECT**

NOTE: The bidder must perform at least 50% of the total contract cost with its own forces.

1. Name of Subcontractor (Include names of any parent company) : _____

Federal Identification Number: _____

Address: _____

Type of Work:

Subcontractor to Provide: _____

Approximate Percentage of the Contract Cost to be Performed by Subcontractor: _____

Experience Record: _____

2. Name of Subcontractor (Include names of any parent company) : _____

Federal Identification Number: _____

Address: _____

Type of Work:

Subcontractor to Provide: _____

Approximate Percentage of the Contract Cost to be Performed by Subcontractor: _____

Experience Record: _____

3. Name of Subcontractor (Include names of any parent company) : _____

Federal Identification Number: _____

Address: _____

Type of Work:

Subcontractor to Provide: _____

Approximate Percentage of the Contract Cost to be Performed by Subcontractor: _____

Experience Record: _____

4. Name of Subcontractor (Include names of any parent company) : _____
Federal Identification Number: _____
Address: _____

Type of Work:
Subcontractor to Provide: _____
Approximate Percentage of the Contract Cost to be Performed by Subcontractor: _____
Experience Record: _____

5. Name of Subcontractor (Include names of any parent company) : _____
Federal Identification Number: _____
Address: _____

Type of Work:
Subcontractor to Provide: _____
Approximate Percentage of the Contract Cost to be Performed by Subcontractor: _____
Experience Record: _____

Add additional sheets if necessary.

J. CONTRACTOR QUALIFICATION STATEMENT

Contractor: _____

Date: _____

Project: AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK - COATING REPAIR PROJECT

The foregoing Contractor submits this Statement of Qualifications to the CITY OF DUBLIN, OHIO as part of its bid for the above named Project and represents that the information contained herein is complete and accurate to the best of the Contractor's knowledge. The CITY OF DUBLIN reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The Contractor expressly acknowledges this right of the CITY OF DUBLIN to reject any or all bids or to reject any incomplete or irregular bid. Contractor must furnish all information requested on this Statement of Qualifications. Failure to do so may result in disqualification of the bid. The CITY OF DUBLIN may consider the information submitted on this form in determining the lowest and best Contractor for the Project giving such weight to each item as the CITY OF DUBLIN deems appropriate. The CITY OF DUBLIN may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Contractor and its subcontractors and suppliers.

The Contractor authorizes the CITY OF DUBLIN and its representatives to contact the owners, design professionals, and others having knowledge (collectively "Contacts") on projects on which the Contractor has worked—whether listed on this form or not—and authorizes and requests such Contacts to provide the CITY OF DUBLIN with a candid evaluation of the Contractor's performance. By submitting its bid, the Contractor agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such Contacts or the employees of any of them as a result of or related to such candid evaluation, the Contractor will indemnify and hold harmless such Contacts and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such Contacts and the employees of each of them. By submitting this form, Contractor agrees that the CITY OF DUBLIN's determination of which Contractor is the lowest and best Contractor shall be final and conclusive, and that if the Contractor or any person on its behalf challenges such determination in any legal proceeding, the Contractor will indemnify and hold the CITY OF DUBLIN and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the City, its employees, or agents that arise out of or are related to such challenge.

NAME OF PROJECT: AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY
WATER TANK - COATING REPAIR PROJECT

1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor?
- 1.2 How many years has your organization been in business under its present business name?
 - 1.2.1 Under what other or former names has your organization operated?
- 1.3 If your organization is a corporation, answer the following:
 - 1.3.1 Date of incorporation:
 - 1.3.2 State of incorporation:
 - 1.3.3 President's name:
 - 1.3.4 Vice President's name(s):
 - 1.3.5 Secretary's name:
 - 1.3.6 Treasurer's name:
- 1.4 If your organization is a partnership, answer the following:
 - 1.4.1 Date of organization:
 - 1.4.2 Type of partnership (if applicable):
 - 1.4.3 Name(s) of general partner(s):
- 1.5 If your organization is individually owned, answer the following:
 - 1.5.1 Date of organization:
 - 1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 Claims and Lawsuits (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work?

3.2.2 Within the last five (5) years has your organization or any of its officers initiated any Claims, had any Claims initiated against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits suits related to any construction project, or has any judgments or awards outstanding against it or them? If the answer is yes, please attach the details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and basis for the Claim, and the outcome.

Note: As used in this document "Claim" means a Claim initiated under the Contract Documents for a project.

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please attach details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed.

3.4 On a separate sheet, list construction projects your organization has in progress with an original Contract Sum of more than \$361,250.00, giving the name of project, owner and its telephone number, design professional and its telephone number, contract amount, percent complete and scheduled completion date.

3.5.1 Provide the following information for each project your organization has had during the last five (5) years, which your organization believes is of comparable or greater size and complexity than the Owner's project. If there are more than five (5) of these projects, only provide information on the most recent five (5) projects, including current projects.

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's Or Architect's Representative Name & Telephone Number

3.5.2 State average annual amount of construction work your organization has performed during the last five years.

3.5.3 If any of the following members of your organization's management--president, chairman of the board, or any director--operates or has operated another construction company during the last five (5) years, identify the member of management and the name of the construction company.

3.5.4 If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none."

3.5.5. If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable."

3.6 On a separate sheet, list the construction education, training and construction experience for each person who will fill a management role on the Project, including without limitation the Project Executive, Project Engineer, Project Manager, and Project Superintendent. For each person listed, include with the

other information the last three projects on which the person worked and the name and telephone number of the Design Professional and the Owner.

4. REFERENCES

4.1 Trade References:

4.2 Bank References:

4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name and address of agent:

5. FINANCING

5.1 Financial Statement

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof.

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Certification. The undersigned certifies for the reliance of the Owner that after diligent investigation, to the best of the undersigned's belief, the information provided with this Contractor's Qualification Statement is true, accurate and not misleading.

SIGNATURE

Dated at this ____ day of _____, 2014.

Name of Organization: _____

By: _____ (Print Name)

Signature: _____

Title: _____

_____, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this ____ day of _____, 2014.

Notary Public

My Commission Expires: _____

SEAL

CONTRACTOR'S ORGANIZATION

General Information

Address: _____

Telephone and Facsimile: _____

E-mail address: _____

Web site: _____

If address given above is a branch office address, provide principal home office address:

Type of Organization

The Contractor's Organization is a:

Corporation

Date and State of Incorporation: _____

Executive Officers: (Names and Addresses) _____

Partnership

Date and State of Organization: _____

Type of Partnership: General Limited Limited Liability Other:

Current General Partners: (Names and Addresses) _____

Joint Venture

Date and State of Organization: _____

Joint Venturers: (For each indicate the name, address and form and state of organization, as well as the managing or controlling Joint Venturer if applicable.) _____

Limited Liability Company

Date and State of Organization: _____

Members: (Names and Addresses) _____

Sole Proprietorship

Date and State of Organization: _____

City or Cities: (Names and Addresses) _____

Other

Type of Organization: _____

State of Organization: _____

Cities and/or Principals: (Names and Addresses) _____

In addition to the above categories of business entities, indicate whether Contractor's organization is certified as a:

Disadvantaged Business Enterprise Certified by:

Minority Business Enterprise Certified by:

Women's Business Enterprise Certified by:

Historically Underutilized Business Zone Small Business Concern Certified by: _____

LICENSING AND REGISTRATION

Jurisdictions in which Contractor is legally qualified to practice: (Indicate license or registration numbers for each jurisdiction, if applicable, and type of license or registration. Attach separate sheet as necessary.)

In the past five years, has Contractor had any business or professional license suspended or revoked? Yes No

If yes, describe circumstances on separate attachment, including jurisdiction and bases for suspension or revocation.

CONTRACTOR'S PERSONNEL AND APPROACH

Key Construction Personnel. Create and attach Schedule A, listing the Contractor's: 1) Key Construction Personnel who will work on the Project; 2) their construction experience; and, 3) the percentage of time that each is anticipated to devote to the Project.

List types of work generally performed by Contractor's own work force:

Subcontractors

Indicate criteria used in the selection of subcontractors (Indicate if Not Applicable).

- Price
- Financial strength
- Bonding capacity
- Previous experience with Contractor
- Previous experience in industry
- Subcontractor's reputation in industry
- Availability of sufficient personnel
- Safety record
- Other: _____

State Contractor's policy on the bonding of its subcontractors: _____

Describe Contractor's proposed technical and management approach to the Project, including approaches to quality, time and cost control: (Attach additional sheets as necessary.)

CONTRACTOR'S RELEVANT EXPERIENCE

Past Projects List. In the chart below, list at least five construction projects Contractor has worked on in the past five (5) years with project delivery systems similar in size and scope to the one to be employed for this Project. (For Joint Ventures, list each joint venturer's projects separately).

City Name	Project Type	Contract Amount	Completion Date	Contact Name and Number

Current Projects List. In the chart below, list all current projects of the Contractor, including projects not yet underway, approximate dollar value of each and the percentage of completion of each project. (For Joint Ventures, list each joint venturer's projects separately).

City Name	Project Type	Contract Amount	Percentage Complete	Contact Name and Number

Annual Construction Volume. Indicate the annual volume of work completed for the past three years:

Year _____

Year _____

Year _____

In the past five years, has Contractor defaulted, been terminated for cause or failed to complete a construction contract awarded to it? ___ Yes ___ No

If yes, describe circumstances on separate attachment, including dates and owner, and if applicable, Contractor's surety.

In the past five years, has any officer, partner, joint venturer or proprietor of the Contractor ever failed to complete a construction contract awarded to that person or entity in their name or on behalf of another organization? Yes No

If yes, describe circumstances on separate attachment, including dates and City, and if applicable, surety.

Describe all litigation arising from Contractor's active projects or projects worked on within the last five years. (Attach additional sheets as necessary.)

CONTRACTOR'S SAFETY PROGRAM

If Contractor has a written safety program, attach a copy.

Does the Contractor's safety program include instructions on the following:

Safety work practices Yes No

Safety supervision Yes No

Toolbox safety meetings Yes No

Emergency procedures Yes No

First aid procedures Yes No

Accident investigation Yes No

Fire protection Yes No

New workers' orientation Yes No

Do you have a safety officer/department in your company? Yes No

If yes,

Name: _____

Title: _____

Phone: _____

Do you conduct project safety inspections? Yes No

If yes, how often? _____

Who conducts this inspection?

Name: _____

Title: _____

Do you hold project safety meetings for field supervisors? Yes No

If yes, how often? Weekly Bi-weekly Monthly Less often as needed

Do you have in place an instruction program on safety for newly hired or promoted supervisors? Yes No

If yes, please attach a copy of program format.

If craft "toolbox" safety meetings are held, what is their frequency? Weekly Bi-weekly Monthly Less often as needed

Do you have a drug and alcohol testing policy? Yes No

If Yes, attach a copy of the policy.

Provide Contractor's OSHA No. 300 Log and Summary of Occupational Injuries and Illnesses for the past five years.

List all OSHA Citations and Notifications of Penalty, monetary or other, received within the last five years: (Indicate final disposition as applicable. Attach additional sheets as necessary.)

List all safety citations of violations under state law received within the last five years: (Indicate final disposition as applicable. Attach additional sheets as necessary.)

SURETY AND INSURANCE

Surety Company: (Name and Address)

Agent: (Name, Address and Telephone Number)

Total bonding capacity: \$ _____

Limit per project: \$ _____

Available bonding capacity as of this date: \$ _____

CONTRACTOR FINANCIAL INFORMATION

List principal banks used, the approximate value of outstanding loans and general repayment history, as well as the Name, Address and Telephone Number of a contact person:

Attach audited financial statements for the past three (3) years, including latest balance sheet.

State whether Contractor, or any of the individuals identified in Article 1, has/have been the subject of any bankruptcy proceeding within the last five (5) years.

Yes No

If yes, describe circumstances on separate attachment.

STATEMENT OF POTENTIAL CONFLICTS OF INTEREST

Provide information about any business associations, financial interests or other circumstances that may create a conflict of interest with the City or any other Party known to be involved in the Project.

OTHER INFORMATION

Within the past five years, has Contractor, or any of the individuals identified in Article 1 and/or Schedule A been the subject of any criminal indictment or judgment of conviction for any business-related conduct constituting a crime under state or federal law? __ Yes __ No

If yes, describe circumstances on separate attachment.

Within the past five years, has Contractor or any of the individuals identified in Article 1 and/or Schedule A been the subject of any federal or state suspension or disbarment? __ Yes __ No

If yes, describe circumstances on separate attachment.

Within the past five years, has Contractor, or any of the individuals identified in Article 1 and/or Schedule A been the subject of any formal proceeding or consent order with a state or federal environmental agency involving a violation of state or federal environmental laws? __ Yes __ No

If yes, describe circumstances. (Attach additional sheets as necessary.)

REFERENCES

Provide one additional reference for each of the following categories.

1. City

Name: _____

Address: _____

Telephone No.: _____

Contact Person: _____

2. Architect/Engineer

Name: _____

Address: _____

Telephone No.: _____

Contact Person: _____

3. Subcontractor

Name: _____

Address: _____

Telephone No.: _____

Contact Person: _____

The Undersigned, on behalf of the Contractor, certifies under that the information provided here, or attached to this form, is true and sufficiently complete to the best of the Contractor’s knowledge.

CONTRACTOR

Signature _____

Printed Name: _____

Title: _____

Date: _____

III. ADDITIONAL CONTRACT DOCUMENTS

A. City OF DUBLIN/CONTRACTOR AGREEMENT

STANDARD AGREEMENT

CITY OF DUBLIN, OHIO

I. INTRODUCTION

This Agreement is entered into on _____, by and between the CITY OF DUBLIN, OHIO (“Owner”), located at 5200 Emerald Parkway, Dublin, Ohio 43017, and _____ (“Contractor”), located at _____ for the CITY OF DUBLIN AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK - COATING REPAIR PROJECT (“Project”).

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS EXECUTION, COMPLETION AND MODIFICATION.

The Owner, a political subdivision of the State of Ohio, and the Contractor have entered into this Owner-Contractor Agreement (“Agreement”) as of the date set forth above. The Owner and the Contractor agree as follows:

1 WORK.

1.1 The Contractor shall furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances, transportation, and all other things (collectively called the “Work”) necessary for the timely and proper completion of the Work described in the Contract Documents for the Project. The Contractor shall provide the Performance and Payment Bonds on the forms and in the manner described in the Contract Documents.

1.2 CLEANUP. Contractor shall cleanup, repair, restore and otherwise return any site or location provided by Owner to the condition in which it was delivered to Contractor. Contractor shall repair, at its sole expense, any property it damages, whether part of the work or not, to a condition acceptable to Owner.

1.3 COMPLETION. The Project shall be finally completed by: substantial completion November 15, 2014, final completion November 31, 2014. The Contractor shall at all times furnish sufficient skilled workers, materials, and equipment to perform the Work in strict conformance with the Contract Documents and to the entire satisfaction of the Owner, so as to complete the Project by the Date for Final Completion. All materials and equipment provided shall be new, free from all defects, fit for the purpose for which intended, and merchantable.

1.4 SUPERVISION. The Contractor shall assign a competent Project Supervisor who shall be present on site. At the Owner’s request and without additional charge to Owner, the Contractor shall replace the Project Supervisor. The Owner’s Representative shall not be responsible for the acts or omissions of the Project Supervisor or his assistants. At a minimum, the Project Supervisor shall be present on site whenever any Contractor or Subcontractor personnel are present on site.

1.5 TAXES AND FEES. Contractor is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under

this Contract. Contractor is responsible for paying federal, state, and local taxes. Contractor agrees to withhold all income taxes due or payable under the provisions of Income Tax Ordinances of the Owner, for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such income taxes due for services performed under this Contract.

2 CONTRACT DOCUMENTS.

2.1 The Contract Documents consist exclusively of:

- This Agreement
- Invitation to Bid
- Instructions to Bidders
- Prevailing Wage Rates (if Applicable)
- Proposal
- Bid Schedule
- Performance and Payment Bonds
- Delinquent Personal Property Tax & Noncollusion Affidavit
- Affidavit of Authority (If applicable)
- List of Subcontractors
- Contractor Qualification Statement
- CITY OF DUBLIN General Conditions Division 100
- Supplemental General Conditions
- The current version of the CMS, excluding Division 100
- Specifications
- Supplemental Specifications
- Notice of Award to Bidder
- Notice to Proceed
- Final Affidavit of Compliance with Prevailing Wages
- Plans and Drawings

If there is a conflict between any of the Contract Documents, the document listed first above shall control.

3 OWNER'S REPRESENTATIVE.

3.1 The City Engineer and/or his designee is the Owner's Representative with respect to all matters involving the Owner.

3.2 Except as specifically stated to the contrary elsewhere in this Agreement, the Contractor shall direct all communications to the Owner through the Owner's Representative, although the City Manager and Fiscal Officer of the Owner are also authorized to send written communications to the Contractor.

3.3 The Owner's Representative will monitor the progress of the Contractor's Work and will conduct regular inspections of the progress of the Work as provided in the Contract Documents. Such inspections shall not relieve the Contractor of any of its obligations under the Contract Documents.

3.4 The Contractor shall at all times provide the Owner's Representative access to the Work.

4 TIME FOR COMPLETION AND PROJECT COORDINATION.

4.1 Project Time Schedule. The Owner anticipates that Work on the Project will begin upon its issuance of a Notice to Proceed and be completed by substantial completion November 15, 2014, final completion November 31, 2014, unless the Owner and Contractor agree to different commencement and completion dates.

4.2 Contractor is responsible for scheduling its subcontractors and for any delay resulting from their performance.

4.3 TIME IS OF THE ESSENCE. THE DATES IN THE PROJECT TIME SCHEDULE ARE OF THE ESSENCE OF THIS AGREEMENT. THE CONTRACTOR SHALL PROSECUTE ITS WORK IN ACCORDANCE WITH THE PROJECT TIME SCHEDULE, INCLUDING ANY AMENDMENTS THERETO.

5 DELAYS AND ACCELERATIONS.

5.1 NOTICE OF DELAYS. The Contractor shall give the Owner written notice of any delay affecting its Work within 24 hours of the commencement of the delay. The notice shall state in all capital letters at least 12 point font "NOTICE OF DELAY." The failure to give the required notice or include the required "NOTICE OF DELAY" language shall constitute an irrevocable waiver of the Contractor's right to seek an extension of time and/or additional compensation/damages for the delay. The Owner, in its sole and reasonable discretion, shall determine whether a delay shall entitle the Contractor to an extension of time, additional payment, or both. Any of the foregoing shall only be granted pursuant to the procedures for Change Orders set forth in this Agreement.

5.2 ACCELERATION OF THE WORK. If the Contractor fails to perform as required by the Contract schedule, the Owner may require the Contractor to accelerate its Work by adding workers or working additional shifts, extended shifts or overtime, so that the Work is in final form before the Date for Final Completion. If the Owner requires the Contractor to accelerate its Work, the Contractor shall take the required action within two days of the Notice. If the acceleration is not due to fault of the Contractor, Owner shall issue a Change Order increasing the Contract Sum to pay the Contractor for the Contractor's additional costs of accelerating its Work so that the Work is in final form before the Date for Final Completion. If there is a dispute as to whether the Contractor is entitled to a Change Order for accelerating its Work, the Contractor shall proceed to accelerate its Work without waiting for a Change Order or payment of any additional compensation, but may reserve its right to make a claim against the Owner for its additional costs incurred in accelerating its Work. The Contractor's additional costs for accelerating its Work shall be determined in accordance with Paragraph 5.2.2.

5.2.1 OWNER'S OBLIGATION TO PAY. The Owner shall pay the Contractor, as provided in this Paragraph, for the Contractor accelerating its Work so that its Work is in final form before the Date for Final Completion so long as the acceleration is not required as a result of the Contractor's failure to stay on schedule. The Owner shall not be required to compensate the Contractor for accelerating its Work based on the Contractor's own decision so that the Work is in final form by the Date for Final Completion.

5.2.2 COMPENSATION FOR ACCELERATION OF THE WORK. To the extent that the Owner requires the Contractor to accelerate its Work and is obligated to pay under Section 5.2.1, the Owner shall pay the Contractor for the Contractor's additional costs of accelerating its Work, as determined in accordance with this Paragraph. The additional costs of accelerating the Work shall be (a) any premium for overtime, additional shift work, or extended shift work, (b) the cost of any additional supervision required by the acceleration, (c) out of pocket cost of any additional equipment required for the acceleration, and (d) overhead, including home office overhead, and profit equal to ten percent (10%) of the total amount of items (a) and (b) for which additional compensation is permitted under this Paragraph. The foregoing shall be the only additional compensation and/or damages the Contractor shall be entitled to receive for accelerating its Work so that it is complete before the Date for Final Completion. As a condition precedent to its recovery of additional compensation, the Contractor shall provide the Owner with full information about the costs of accelerating its Work in the form and format requested by the Owner.

6 CORRECTIVE ACTION.

6.1 If the Owner determines that the Contractor is not cooperating or coordinating its work properly with its subcontractors, not supplying sufficient skilled workers, not cleaning up the Project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents, or the Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, THE CONTRACTOR SHALL IMMEDIATELY, AND IN NOT LESS THAN FORTY-EIGHT (48) HOURS AFTER NOTICE OF SUCH DETERMINATION, OR SUCH LESSER TIME AS MAY BE PROVIDED IN THE CONTRACT DOCUMENTS, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY THE OWNER, (2) PROCEED TO USE ITS BEST EFFORTS TO CORRECT SUCH DEFICIENCIES WITHIN THIRTY (30) DAYS OF SUCH NOTICE OR BY THE DEADLINE FOR COMPLETION OF THE PROJECT SET FORTH IN THIS AGREEMENT WHICHEVER IS SOONER AND/OR, (3) IF THE OWNER INSTRUCTS THE CONTRACTOR TO TAKE SPECIFIED CORRECTIVE ACTION, SHALL IMMEDIATELY TAKE SUCH CORRECTIVE ACTION, including but not limited to increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project. Such corrective action shall be taken and continued uninterruptedly without waiting to initiate any dispute under Paragraph 11 of this Agreement or the resolution of any dispute initiated under such paragraph.

7 CONTRACT SUM. The lump sum Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Project and all of the duties, obligations and responsibilities of the Contractor under this Agreement and the other Contract Documents will be \$. The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against the Contractor because of the Work or the materials incorporated into the Work. The Contractor shall pay any such taxes.

8 LIQUIDATED DAMAGES.

8.1 The Contractor shall have its work substantially completed by the date stated in Paragraph 1.3; the timeline may be varied following award of the contract based upon the Contractor's ability to perform the work on a different timeline acceptable to the Owner. By entering into this Agreement, the Contractor agrees that the period for performing the Work is reasonable and that the Contractor's Work can be substantially complete by the date stated in this Agreement.

8.2 If the Contractor does not have its Work on the Project substantially complete by the date stated in Paragraph 1.3 or as otherwise agreed by the parties, the Contractor will pay the Owner (and the Owner may set off from sums coming due the Contractor) liquidated damages in accordance with the Contract Documents.

8.3 The Contractor acknowledges by signing this Agreement with the Owner that the amount of liquidated damages represents a reasonable estimate of the actual damages the Owner would incur if the work is not substantially complete by the foregoing date and that the damages that may result from the failure to substantially complete the work by the foregoing date are uncertain and difficult to ascertain. These liquidated damages are damages for loss of use of the Project, and the Contractor in addition to the liquidated damages will be obligated to indemnify and hold the Owner harmless from any claims, and if the Work on the Project is accelerated because of delay, for all costs related to the acceleration of the Work, as provided in the Contract Documents. In addition to such Liquidated Damages, the Contractor shall indemnify, defend and hold the Owner and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred, as a result of or related to such claims, including but not limited to attorneys' and consultants' fees and expenses, provided that such claims arise out of or are related to the Contractor's failure to Substantially Complete its Work by its Date for Substantial Completion. These Liquidated Damages are in addition to any other remedies available to the Owner under the Contract Documents.

9 LIMITATION AND LIABILITY.

9.1 The Owner's total liability under this Agreement shall be limited to the amount set forth in the Finance Director's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

10 PAYMENT

10.1 APPLICATIONS FOR PAYMENT. Payment applications shall be submitted on a monthly basis and shall reflect the amount of work completed as of the date the application for payment is submitted. On or before Completion, the Contractor shall submit to the Owner, an itemized payment application for such period in the following format and with one copy of the following documentation: 1) Invoice for work performed and materials and equipment provided for the previous pay period; 2) Current list of the Contractor's Subcontractors and suppliers showing their respective contract sums, amount paid, and amount due; 3) Contractor's Affidavit of Release of Liens with and lien releases in the format provided by the Owner for all the Contractor's

Subcontractors and suppliers current through the date of the Contractor's previous Application for Payment; 4) Such other supplemental information as the Owner may require. Such other information may include a schedule of all materials and equipment stored on site.

10.2 The Owner may withhold payment in whole or in part, and may demand that the Contractor refund amounts previously paid, to protect the Owner from loss because of: 1) The Contractor's default or failure to perform any of its obligations under the Contract Documents, including but not limited to: failure to provide sufficient skilled workers; Work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Project Time Schedule; and failure to follow the directions of or instructions from the Owner; 2) The Contractor's default or failure to perform any of its obligations under another contract that it has with the Owner; 3) The filing of third party claims, or reasonable evidence that third party claims have been or will be filed; 4) The Work has not proceeded to the extent set forth in the application for payment; 5) Any representations made by the Contractor are untrue; 6) The failure of the Contractor to make payments to its Subcontractors; 7) Damage to the Owner's property or the property of another person or laborer; 8) The determination that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum; and/or 9) Liens filed or reasonable evidence indicating the probable filing of such liens.

10.3 The Owner will pay the Contractor within 30 days after receipt of the Contractor's payment application, provided that the payment application has been properly submitted on a timely basis and is accompanied by all of the required documentation. The Owner may establish a cut-off date for the submission of the payment application.

11 RETAINAGE.

11.1 AMOUNT OF PAYMENTS. Subject to Paragraph 8.1, the amount of the payments to the Contractor shall be determined in accordance with the following paragraphs:

11.2 PAYMENTS. Payments under the contract shall be made at the rate of 95% of the amount set forth in the Contractor's payment application and approved by the Owner until the Work is 50% complete. When more than fifty percent (50%) of the Work has been completed, the amount retained may be reduced at the City's sole discretion. The Engineer may also, at any time, increase retainage by any amount needed to protect the City's interests with respect to any incomplete, defective or unsatisfactory Work; costs or damages incurred by the City that are subject to the Contractor's indemnification obligations; or back charges that the City may assess against the Contractor.

11.3 DOCUMENTATION. Upon request, the Contractor immediately shall supply the Owner with such information as may be requested so as to verify the amounts due to the Contractor, including but not limited to original invoices for materials and equipment and documents showing that the Contractor has paid for such materials and equipment, and so as to verify that amounts due laborers, subcontractors, and materialmen have been paid to them.

11.4 FINAL PAYMENT.

11.4.1 The final application for payment shall be itemized, and the Contractor shall ensure that the final application for payment shall contain one (1) copy of each of the

following documents, if not previously delivered to the Owner: 1) All items from Paragraph 10.1; 2) Consent of the Contractor's Surety to Payment; 3) An assignment to the Owner of all warranties obtained or obtainable by the Contractor from manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to the Owner; and 4) Such other documentation as required by the Contract Documents, the Owner, or applicable law.

11.4.2 The making of Final Payment by the Owner shall not constitute a waiver of Claims by the Owner for the following: 1) Liens, Claims, security interests, or encumbrances arising out of the Contract Documents that are unsettled; 2) Failure of the Work to comply with the requirements of the Contract Documents; 3) Terms of special warranties required by the Contract Documents; 4) Claims for Indemnification; 5) Claims about which the Owner has given the Contractor written notice; or 6) Claims arising after Final Payment.

11.5 ESCROW ACCOUNT. The Owner and the Contractor agree that no escrow account shall be required in connection with this Agreement and that retained funds will not earn interest.

12 CHANGE ORDERS.

12.1 A Change Order is a written instrument signed by the Owner and the Contractor stating their agreement upon a change in the Work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the Project Time Schedule, if any.

13 CLAIMS AND DISPUTES.

13.1 A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents, provided that the Owner's decision to adjust or withhold payment under Paragraph 10.2 shall not be considered a Claim. The responsibility to substantiate claims shall rest with the party making the Claim. The Contractor shall not knowingly present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a claim, the Contractor shall submit an affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Ohio and executed by an authorized representative of the Contractor, which states that:

13.1.1 The Claim which is submitted herewith complies with Paragraph 13.1 of the Owner-Contractor Agreement, which provides that the "Contractor shall not knowingly present or cause to be presented a false or fraudulent Claim."

13.1.2 Claims must be made by written notice in an acceptable written medium. Claims may not be submitted via email.

13.1.3 If the Contractor wishes to make a Claim for an increase in the Contract Sum, written Notice as provided herein shall be given before proceeding to execute the Work.

13.1.4 If the Contractor wishes to make a Claim for additional time, the Contractor shall include an estimate of cost and probable effect of delay on progress of the Work. In the event of continuing delay, only one Claim is necessary. If adverse weather conditions

are the basis for a Claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

13.1.5 If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents AND (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the observing party shall give written notice to the other party promptly before conditions are disturbed. If the conditions meet the requirements of (1) AND (2) and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Owner will issue an appropriate Change Order.

13.1.6 The Contractor shall make all claims in writing within seven (7) calendar days after the occurrence of the event giving rise to the Claim. Failure to do so shall be an irrevocable waiver of the Claim.

13.1.7 Within ten (10) days of its receipt of a written request, the Contractor shall make available to the Owner or its representative any books, records, or other documents in its possession or to which it has access relating to any Claim and shall require its Subcontractors, regardless of tier, and materialmen to do likewise.

13.1.8 If a Claim has not been resolved within fourteen (14) days after submission to the other party, the City shall have the right, at its sole discretion, to elect to pursue resolution of the Claim through mediation or arbitration. Should the City elect to pursue either mediation or arbitration, said alternative dispute resolution shall be conducted in general conformity with the applicable rules of the American Arbitration Association. Should the City elect not to pursue resolution of a claim through the foregoing process, the Claimant's exclusive remedy is to file suit in the Common Pleas Court of Franklin County, Ohio.

14 DEFAULT OF THE CONTRACTOR.

14.1 EVENTS OF DEFAULT. Each of the following constitutes an event of default of the Contractor:

14.1.1 The Contractor's failure to perform any of its obligations under the Contract Documents and to proceed to commence to correct such failure within forty-eight (48) hours after written notice thereof from the Owner or such lesser time as is provided in the Contract Documents, or

14.1.2 The Contractor's failure thereafter to use its best efforts to correct such failure, or

14.1.3 Except when an extension of time is granted in writing by the Owner, to correct such failure within thirty (30) days after receipt of written notice thereof.

14.1.4 The Contractor's failure to pay its obligations as they become due or the Contractor's insolvency.

14.2 OWNER'S REMEDIES. Upon the occurrence of an event of default the Owner shall have the following remedies, which shall be cumulative:

14.2.1 Order the Contractor to stop the Work, which the Contractor shall do immediately;

14.2.2 To perform through others all or any part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum or, if the unpaid balance of the Contract Sum is inadequate, to demand reimbursement of amounts previously paid to the Contractor;

14.2.3 To terminate this Agreement and take possession of, for the purpose of completing the Work or any part of it, all materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by the Contractor, all of which the Contractor hereby transfers and assigns to the Owner for such purpose, and to employ any person or persons to complete the Work, including the Contractor's employees, and the Contractor shall not be entitled to receive any further payment until the Work is completed; and/or,

14.2.4 All other remedies which the Owner may have at law or in equity or otherwise under the Contract Documents.

14.3 TERMINATION OF AGREEMENT. The termination of this Agreement shall be without prejudice to the Owner's rights and remedies, including without limitation the Owner's right to be indemnified by the Contractor.

14.4 PAYMENTS DUE CONTRACTOR. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Project, including any costs, expenses or damages incurred by the Owner as a result of the event of default, including attorneys' and consultants' fees and the administrative expense of the Owner's staff, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The obligations under this Paragraph shall survive the termination of this Agreement.

15 DEFAULT OF THE OWNER.

15.1 EVENTS OF DEFAULT. The following constitutes the exclusive events of default of the Owner:

15.1.1 The failure of the Owner to perform any of its obligations under the Contract Documents and to correct such failure within thirty (30) days after receipt of written notice thereof from the Contractor specifying the default and the necessary corrective action.

15.2 CONTRACTOR'S REMEDY.

15.2.1 The Contractor's sole and exclusive remedy for the default of the Owner, other than the failure of the Owner to pay the Contractor, will be to bring a suit for damages in the Common Pleas Court of Franklin County, Ohio. The Contractor's right to exercise that remedy shall be subject to its giving the Owner the required notices and following any other procedures required by the Contract Documents.

15.2.2 If the Owner fails to pay the Contractor as payment becomes due, the Contractor may, upon fifteen (15) days written Notice, stop the Work until payment of the amount owing has been received. An adjustment to the Contract Sum will be made as if the

Work had been suspended for the convenience of the Owner under Section 16 of this Agreement.

16 SUSPENSION OR TERMINATION FOR THE CONVENIENCE OF THE OWNER.

16.1 SUSPENSION FOR THE CONVENIENCE OF THE OWNER.

16.1.1 The Owner may, without cause, order the Contractor to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

16.1.2 An adjustment shall be made for increases in the cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed 10% of the amount of the increased cost not attributable to profit or overhead. No adjustment shall be made to the extent that: performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or an equitable adjustment is made or denied under another provision of this Agreement.

16.2 TERMINATION FOR THE CONVENIENCE OF THE OWNER.

16.2.1 The Owner may, in its discretion and without cause, by written notice to the Contractor terminate this Agreement for the Owner's convenience.

16.2.2 Upon receipt of a written notice from the Owner terminating this Agreement without cause and for the Owner's convenience, the Contractor shall (i) immediately cease performing the Work, unless otherwise directed by the Owner, in which case the Contractor shall take the action directed by the Owner, (ii) take all reasonable and necessary action to protect and preserve the Work, and (iii) unless otherwise directed by the Owner, terminate all agreements with Subcontractors and suppliers.

16.2.3 If this Agreement is terminated without cause and for the Owner's convenience and there exists no event of the Contractor's default, as defined in this Agreement, the Owner will pay the Contractor (i) for Work performed under this Agreement up to the date the notice of termination is received by the Contractor at the rates for Work performed under this Agreement, including overhead and profit of 10% on the Work performed up to the date of termination.

16.2.4 If this Agreement is terminated without cause for the Owner's convenience and there exists an event of the Contractor's default, as defined in this Agreement, the Contractor shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement.

16.2.5 The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

17 INSURANCE AND INDEMNIFICATION.

17.1 The Contractor shall maintain:

- Comprehensive general liability insurance in the amount of \$1,000,000.00;

- Automobile liability insurance in the amount of \$1,000,000.00;
- Workers compensation coverage as required by Ohio Law;
- Umbrella/Excess liability coverage in the amount of \$2,000,000.00; and
- Installation floater for the Work in the amount of \$N/A;
- Additionally, said policies of insurance shall name the Owner, its elected officials, officers, employees, agents and volunteers as additional insureds for incidents arising out of the Contract.

17.2 Insurance furnished by the Owner, if any, is not intended to and shall not cover equipment and materials before they are physically incorporated into the Work or tools. The Contractor shall bear the entire risk of loss with respect to tools, equipment, and materials.

17.3 To the maximum extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Owner's consultants, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and consultants' fees—whether made by Owner or a third-party—arising out of or related to the Contractor's performance of the Work including but not limited to the failure of the Contractor to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Contractor to perform in accordance with the Contract Documents, and/or claims related to the removal, handling, or use of any hazardous materials. The Owner may set off amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due the Contractor under the Contract Documents. It is agreed that the cost of the Owner's staff in calculating any expenses under this Paragraph shall be at the rate of \$35.00 per hour.

18 WARRANTIES.

18.1 In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

- The Owner will have good title to the Work and all materials and equipment incorporated into the work will be new;
- The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;
- The Work and all equipment incorporated into the Work will be fit for the purpose for which intended;
- The Work and all materials and equipment incorporated into the Work will be merchantable; and,
- The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

18.2 Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, shall commence to correct such breach and all

damage resulting therefrom within forty-eight (48) hours after written notice thereof, thereafter shall use its best efforts to correct such breach and damage to the satisfaction of the Owner and, except when an extension of time is granted in writing by the Owner, correct such breach and damage to the satisfaction of the Owner within thirty (30) days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period shall be extended to seven (7) calendar days. If the Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the Owner, upon written notice to the Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Contractor upon written notice from the Owner shall pay the Owner, within ten (10) days after the date of such notice, all of the Owner's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the Owner's administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of this Agreement. If the Contractor fails to pay the Owner any amounts due under this Paragraph, the Contractor shall pay the Owner, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

19 GENERAL.

19.1 MODIFICATION. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the Owner shall require the signature of the Owner's Representative acting under the authority of a specific resolution of the Owner. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

19.2 ASSIGNMENT. The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

19.3 THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Contractor.

19.4 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Franklin County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

19.5 STATUTE OF LIMITATIONS. Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by the Owner shall not commence until the discovery of such defective or non-conforming Work by the Owner.

19.6 NOTICES. Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the Owner, addressed to the address/FAX number set forth at the beginning of this Agreement marked "Urgent, deliver to Owner's Representative/Designee," and, in the case of the Contractor, addressed to its address/FAX number set forth at the beginning of this Agreement. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.

19.7 CONSTRUCTION. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

19.8 APPROVALS. Except as expressly provided herein, the approvals and determinations of the Owner shall be subject to the sole discretion of the Owner and will be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor shall have the burden of proving by clear and convincing evidence that it was not made in good faith.

19.9 PARTIAL INVALIDITY. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

19.10 COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work. Including, but not limited to Ohio's Prevailing Wage law if applicable.

19.11 PROJECT SAFETY. The Contractor shall follow all applicable safety and health regulations during the progress of the Project and shall monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this Paragraph, the Contractor does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. The Owner assumes no responsibility for the development, review, or implementation of any project safety plan or for Project safety and has no authority to direct the means and methods of the Contractor.

19.12 EQUAL OPPORTUNITY. Contractor agrees that, in the hiring of employees for the performance of work under the Contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to

perform the work to which the employment relates. Contractor further agrees that neither it, its subcontractors, or any person on the Contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

19.13 USE OF OWNER'S FACILITIES. The Contractor shall ensure that neither its employees, nor its Subcontractor's or material supplier's employees, regardless of tier, do any of the following without the express prior written consent of the Owner: use the Owner's cafeteria, rest rooms, or phones; use or bring any alcoholic beverages, controlled substances, or firearms on any property owned by the Owner. The Owner will not tolerate any such actions and any such action observed or made known to the Owner shall be dealt with severely.

19.14 ETHICS. By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the O.R.C., and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

19.15 PROPERTY TAX AFFIDAVIT. The Contractor's affidavit given under ORC Section 5719.024 is incorporated herein.

19.16 ENTIRE AGREEMENT. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

CITY OF DUBLIN, OHIO

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Date: _____

Stephen J. Smith, Esq., Law Director

CERTIFICATE OF AVAILABILITY OF FUNDS

I Angel Mumma, hereby certify that I am the fiscal officer for the CITY OF DUBLIN, OHIO and that the amount of money to wit \$ _____ required to meet the cost of the attached Contract between the City and _____ has been or will be, before the ordering of any materials, lawfully appropriated for the purpose of said Contract and the money so appropriated is on deposit or in process of collection to the credit of the appropriate fund free from any previous encumbrances. Moneys due in excess of the Contract Sum and any Contingency amount assigned thereto shall require an additional and separate Fiscal Officer's Statement of Availability which shall not be given unless the Contract adjustment is directly attributable to one of the express methods for increasing the Contract Sum under the Contract Documents; and, such process is completed in the manner required by the Contract Documents.

Date

Angel Mumma, Finance Director

B. CITY OF DUBLIN GENERAL CONDITIONS DIVISION 100

City of Dublin Division of Engineering General Condition Division 100 can always be found at:

<http://dublinohiousa.gov/dev/dev/wp-content/uploads/2013/02/City-of-Dublin-General-Conditions-Section-100.pdf>

If you purchase a hard copy of the project documents the General Condition Division 100 will be on the CD included in the Bid Document. The General Condition Division 100 will also be posted with the project on the City of Dublin's website where the project documents are available for download.

C. SUPPLEMENTAL GENERAL CONDITIONS

Pages 1 -13

SECTION 00 91 17
REVISIONS to GENERAL CONDITIONS

PART 1 – GENERAL

1.01 PURPOSE

- A. These Modifications to the General Conditions were prepared by Dixon Engineering, Inc. The General Conditions were prepared by the owner. These Modifications are intended to supplement the General Conditions to clarify items more applicable to painting projects.

1.02 CONFLICTS between OWNER’S GENERAL CONDITIONS and these MODIFICATIONS

- A. If the conflict is administrative in nature, then the owner’s General or Supplemental Conditions govern.
 - 1. Examples would be liquidated damages, change orders, payment termination, etc.
- B. If the conflict is of a technical nature, then these Modifications govern.
 - 1. Examples are 1.05 Discrepancies (in technical specifications and drawings), scheduling, hold points, non-conformance reports.
- C. An issue determined to be in conflict in a specific item does not void other non-conflicting items in the same item number.
- D. Bidders are cautioned to familiarize themselves with all the General and Supplemental Conditions of the contract, as well as these Modifications.

1.03 DEFINITIONS

- A. Contractor: Successful bidder awarded project.
- B. Owner: City of Dublin, Ohio.
- C. Project Engineer: Todd Garwick.
- D. Engineer Project Inspector: Dean Saunders.
- E. Engineer: Dixon Engineering, Inc.
- F. Wet Interior: Internal surfaces, excluding inaccessible areas, to the tank roof, shell, bottom, accessories, and appurtenances that are exposed to the stored water or its vapor. Examples are the interior of the roof shell, bottom, and exterior of the access tube within the tank.
- G. Dry Interior: Surfaces of the finished structure, excluding inaccessible areas, that are not exposed to the elemental atmosphere or the stored water or its vapor. Examples are the interior of the access tube, interior of the pedestal, and underside of a suspended bottom within the pedestal.
- H. Exterior: External surfaces, excluding inaccessible areas, of the tank roof, shell, stem, accessories, and appurtenances that are exposed to the elemental atmosphere.

- I. Inaccessible Areas: Areas of the finished structure that, by virtue of the configuration of the completed structure, cannot be accessed to perform surface preparation or coating application (with or without the use of scaffolding, rigging, or staging). Inaccessible areas include such areas as the contact surfaces of roof plate lap joints, underside of roof plates where they cross supporting members, top surface of rafters directly supporting roof plates, contact surfaces of bolted connections, underside of column baseplates, contact surfaces of mating parts not intended to be removed or disassembled during routine operation or maintenance of the tank, and inside of risers less than a nominal 36 in. diameter.
- J. Sidewall: Vertical walls of the tank up to the weld seam of the roof.
- K. Access Tube: Cylindrical tube extending from top of the riser to the roof through the tank.
- L. Condensate Platform: Platform that covers entire area of the dry riser, and used to collect and stop condensation from entering the base-bell area or bottom of the riser.
- M. Top Landing: Platform area directly under tank's access tube.
- N. Mid-Landing(s): Partial or full landings between top platform and condensate (bottom) platform.
- O. Roof: Very top of tank, including top seam of sidewall.
- P. Bowl: Area on bottom of the tank proper shaped like a bowl or cone. It extends from the stem out to the sidewall.
- Q. Riser: Center pipe whether wet or dry.

1.04 "OR EQUAL" CLAUSE

- A. Whenever an article, material, or item of equipment is described by a performance specification, written as a proprietary product, or uses the name of a manufacturer or vender, the term "or equal" if not inserted, shall be implied. The specific article, material, or item of equipment mentioned shall be understood as indicating the minimum requirements for fulfilling contract obligations in regard to type, function, standard of design and efficiency. See Section 09 97 13, Part 2, Substitution of Coatings, which shall govern over this clause where conflicting relative to coatings, grouts, and fillers only. Other exceptions are when the specifications state that only the proprietary item will be permitted.

1.05 DISCREPANCIES

- A. In all cases of discrepancies between the drawings and specifications, the engineer shall be notified. The specifications shall govern over the drawings. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications from the architect/engineer, the installed work that is not in accordance with the design and best practices must be replaced at no additional cost.

1.06 OMISSIONS/HIDDEN CONDITIONS

- A. The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work without extra care, even though not specifically detailed or mentioned.
- B. The wet interiors of steel structures are subject to corrosion. Based on the age of the tank, maintenance history of the tank, and other factors, the inside of the tank may be pitted. The degree or severity or extent of this pitting will not be considered a hidden condition. No claim of extra for blasting or coating application will be accepted or reviewed. If pit welding or pit filling is completed, that will be done at the bid unit price or a negotiated price. The owner and engineer will determine and authorize the extent of pit filling. There will be as many or more unfilled pits than authorized for repair. Contractor cannot rely on pit filling to eliminate some of the application techniques needed for pitted tanks.

1.07 PROTECTION of PROPERTY

- A. The contractor is responsible for the protection of property during the period of construction and shall exercise care to prevent damage to structures, utility services, storm and sanitary drainage systems, lawns, trees, plant material, fences, walks, drives, roadways, and other improvements in and adjacent to the area of work under the contract. Any damage to property resulting from the contractor's operations shall be repaired or replaced by the contractor without additional cost.

1.08 BURIED UTILITIES

- A. Locations of all buried utility service lines in or adjacent to the work area that are not shown on the drawings will be located by the contractor through the local utility locating agency and marked with warning stakes. The contractor shall be responsible for the protection of all utility service lines that are to remain. Damage to any such utility service lines resulting from the contractor's operations shall be repaired or replaced by the contractor without additional cost.
- B. Contractor shall notify each utility before digging for anchors or for any reason. Before starting, call in advance as required by the individual agencies:
Ohio: Ohio Utilities Protection Service 800-362-2764 or 811.

1.09 CHANGE ORDERS

- A. A Change Order is a written order to the contractor signed by the owner, issued after execution of the contract, authorizing a change in the work or an adjustment in the

contract sum or the contract time. The cost or credit to the owner resulting from a change in the work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum;
 2. By unit prices stated in the Contract Documents or subsequently agreed upon;
 3. By actual itemized cost and fixed fees as set forth in 2 above. Cost shall be limited to the following: cost of materials, cost of labor, and cost of overhead.
- B. A Bulletin will be issued in most cases before a Change Order. A Bulletin will request prices and other information from the contractor. Prices requested in a Bulletin are subject to negotiation with the owner.

1.10 FIELD MODIFICATIONS

- A. A field modification is written by the engineer to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project.
- B. Field modifications do not affect either the project cost or completion date.
- C. Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party or that the field modification will be complied with, but under protest.

1.11 SCHEDULING

- A. There is to be an on-site inspector during all work completed by the contractor.
- B. Notify the owner of expected arrival a minimum of two (2) weeks, (14) days in advance.
- C. Direct all requests for inspection to the owner for notification of the inspector. Forty-eight (48) hours notice of all inspection requests is required.
- D. A written schedule (strictly followed) will substitute for the forty-eight (48) hours inspection notice. However, twelve (12) hours notice is still required if rain or weather interferes with the schedule.
- E. If the inspection visit is cancelled, notify the owner to notify the inspector to eliminate unnecessary travel time and expense. Twelve (12) hours notice is required.
- F. Be at the job site at the scheduled time of inspection if cancellation of the inspection visit is not possible.
- G. The engineer and owner will establish an inspection schedule with the contractor at the start of work.
- H. The contractor is to create a Critical Path Method (CPM) worksheet showing the project schedule including: mobilization date, tank draining date, substantial completion date, completion date, progress meeting dates, and hold points/completion

points of the different phases of the project. A draft of the CPM schedule is required at the preconstruction meeting, any alterations required after the meeting are to be resubmitted to the owner and engineer prior to draining the tank.

1.12 SCHEDULING of HOLD POINTS/ACCESS to WORK

- A. Stop work and schedule inspections for the following hold points as a minimum.
- B. Schedule of Hold Points – Preliminary:
 - 1. Preconstruction Meeting: Until five (5) days after all required submittals are received and reviewed by the engineer and no exceptions are taken to the shop drawings.
 - 2. Prior to draining tank:
 - a. To ensure all Sections of 01 50 00 and 01 53 43 environmental requirements are met.
 - b. To ensure all ventilation, and blasting equipment are on-site and in working order.
- C. Scheduling of Hold Points – Section 05 00 00 – Metal Repairs:
 - 1. Repairs:
 - a. To locate or quantify repairs as necessary.
 - b. To review surface preparation prior to welding, and review all products prior to installation.
 - c. After welding is complete for quality assurance.
 - d. As may be specifically required in Section 05 00 00 of the specifications.
- D. Scheduling of Hold Points – Sections 09 97 13 – Steel Coating and 09 97 13.10 Steel Coating Surface Preparation:
 - 1. Section 09 97 13 – Wet Interior and Exterior:
 - a. Prior to surface preparation to set the standard.
 - b. Prior to primer application to verify cleanliness, profile, thoroughness, and ambient conditions for coating application.
 - c. Prior to application of each successive coat for quality assurance and ambient conditions for the next coat.
 - d. Prior to final coat to verify all non-conformance issues have been resolved.
 - e. Scheduled pre-final inspection: Allow engineer access to all locations so a complete punch list can be prepared. Final coat on ladders or other access points can be delayed until after this inspection and included as a punch list item.
 - f. Scheduled final inspection: After ALL punch list items have been completed (including painting ladders), provide access to all items on the punch list.
- I. Additional hold points scheduled at the preconstruction meeting or defined elsewhere in the specifications.

- J. If contractor fails to schedule hold point inspections, all work not inspected will be considered in non-conformance.
- K. Before applying a cover coat, remove failed work. Correct all non-conformance work and request an additional inspection before painting.
- L. Ensure that all work meets contract specifications and does not fail the initial inspection. All extra inspection visits from failure to cancel inspections, delays from inspection visits from failure to cancel inspections, delays from inspections scheduled before work completion, or additional time necessary to inspect failed work or work performed in non-compliance with the specifications, which causes an increase in the contract price between the engineer and the owner will be considered a contractor expense separate from and in addition to the daily liquidated damage assessment, where applicable, and shall be recovered from the contract price.
- M. Each hold point requires an inspection. If the contractor coats over or otherwise makes work inaccessible for inspection, the work will be considered failed. Remove work and repaint in accordance with this specification. At least two (2) new hold points, surface preparation and coating inspections, are created when work fails. All work not inspected will be considered failed painting and not subject to the usual rules of “uncovered work” because work is destroyed during “uncovering” process.
- N. Provide owner, engineer, their consultants, and other representatives and personnel of owner, independent testing laboratories, and governmental agencies with jurisdictional interests access to the site and the work at reasonable times for their observation, inspecting, and testing. Provide them proper and safe conditions for such access, including rigging, and advise them of contractor’s site safety procedures and programs so that they may comply therewith as applicable.

1.13 NON-CONFORMANCE REPORTS

- A. The engineer will issue a non-conformance report for every performance item, material, or equipment supplied, and/or environmental situation that fails to meet requirements of the specifications.
- B. Correct all work in non-conformance before proceeding.
- C. Do not start work until all required equipment is on-site.
- D. Immediately correct all environmental non-conformance to prevent an accident. If an incident has already occurred, contact the proper governmental environmental agency and conduct an immediate clean-up per their direction.
- E. If issued non-conformance reports are not corrected, the failure will be considered a breach of contract by the contractor entitling the owner to damages as follows:
 - 1. Work in non-conformance: If the contractor refuses to correct, the bonding company will be notified to finish the project. At that point, payment to the contractor for all completed work will stop until the bonding company authorizes payment, or payment may be made to the bonding company after they have

proven assumption of the contract. This clause does not give either party rights to a greater payment than detailed elsewhere in these documents.

2. Equipment specified but never supplied, or broken equipment not repaired or replaced:
 - 125% of the rental value of equipment in non-conformance (i.e. non-working decontamination trailer, hand wash facilities, are filtration units, etc.).
3. Environmental issues: 125%* of the estimated cost of compliance.
*The costs of items 1 and 2 above are damage estimates. The cost of equipment will be the rental charge from a reputable local dealer with 25% extra being for operation cost. Cost of environmental compliance is the estimated cost of compliance. The extra 25% is potential risk to the owner for non-conformance. In no situation will the owner assume liability.

1.14 FIELD OPERATIONS and DEADLINES

- A. Provide equipment of sufficient size and power to expedite the project so that all deadlines are met. Personnel and crew size also shall be sufficient to meet required deadlines.
- B. If, in the opinion of the engineer, there is insufficient equipment or personnel to complete the project, the engineer will notify the contractor and owner, and a project meeting will be held within twenty-four (24) hours for the purpose of contract termination, unless a reasonable cause is given to the contrary.

1.15 TERMINATION for BREACH

- A. The owner may terminate the contract when the approved progress schedule is not met because of failure of the contractor to exercise diligence and effectively perform all required work, or when the progress of the work is unacceptable to the owner.
- B. In the absence of a project progress schedule, the determination regarding the contractor's diligence will be based on the engineer's opinion, correspondence, and field reports.
- C. The owner may terminate the contract when in the opinion of the engineer the non-conforming report(s) indicate the contractor is unable or unwilling to complete the contract within the terms of the contract.

1.16 CONSTRUCTION SITE MAINTENANCE

- A. Provide labor and material necessary to maintain the site in a safe condition.
- B. Keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the work.
- C. At completion of the work, remove all waste materials, rubbish, and debris from about the premises, as well as all tools, construction equipment, machinery, and surplus materials.

- D. At the contractor's expense, repair damage that may have occurred to any permanent structure completed under the contract work, or to private or public property.
- E. Leave the site clean and ready for use by the owner. Restore to their original condition those portions of the site not designated for alteration by the Contract Documents.
- F. Notify the owner of your intentions and the reasons why, if it is necessary to protect adjacent houses, cars, etc. During clean-up these areas will be considered as part of the site and shall be cleaned accordingly.
- G. Failure to continually maintain the site or to immediately clean the site after a complaint or project completion may result in the owner completing the work by hire or by the owner's forces. All cost would be responsibility of the contractor.
- H. Restore site to preconstruction condition:
 - 1. Refill holes and level area around the construction site for the site to the original grade.
 - 2. Bring soil to a friable condition by disking, harrowing, or otherwise loosening and mixing to a depth of 3 in. – 4 in. Thoroughly break all lumps and clods.
 - 3. Rake area to be seeded. Sow seed at a minimum rate of 220 lbs./acre.

1.17 SAFETY

- A. Conform to the Occupational Safety and Health Standards of the United States Department of Labor and local safety agencies. This shall be made a condition of each subcontract as entered into pursuant to this contract.
- B. Removal of lead based paint and painting of structures are recognized as very dangerous work, and it is further recognized the painting industry has extensive safety training programs available.
- C. Monitor and be responsible for all safety practices. The owner will not assume any responsibility for safety.

1.18 WARRANTY

- A. Approximately one (1) year from the date of completion, the tank will be inspected by the owner and/or his representative.
- B. The inspection will be performed in accordance with the applicable portions of AWWA D-102-11 Standard for Painting Steel Water Storage Tanks and industry standards.
- C. The owner will establish a date of inspection and shall notify the contractor ten (10) days in advance. The contractor's attendance will not be required.
- D. Owner will select a third party inspection firm (either engineer or project representative) to document inspection. Contractor shall be notified in advance by the Engineer and must be present if notified, or he waives all right to dispute findings.

- E. Any failed work will be documented and the contractor will be notified of necessary repair (method and extent). The owner reserves the right to require inspection of the repair work and, possibly, a second warranty inspection, dependent on degree of failure.
- F. Except where noted in the Contract Documents, the contractor guarantees all material and equipment furnished and all work performed for a period of one (1) year from the date of substantial completion of the contract. This warranty will automatically be extended until the tank is ice-free and the warranty inspection can be performed. The contractor guarantees that the system is free from defects due to faulty materials or workmanship and the contractor shall make the necessary corrections to correct these defects. If the amount of rework exceeds ten percent (10%) of a portion of the project (i.e. interior painting), then the owner reserves the right to have the warranty period extended one (1) year for the entire portion of the work.
- G. Cost for the one (1) year warranty inspection will be the responsibility of the owner.
- H. Cost for a second warranty inspection will be the responsibility of the contractor.
- I. The owner retains all contractual remedies. The warranty shall not be considered an exclusive remedy.

1.19 PAYMENT/PROGRESS PAYMENT

- A. Measurement of payment will be considered based on the schedule of values of the bid proposal sheet submitted to the engineer and the award of bids.
- B. This schedule of values will be reviewed by the engineer prior to final award of the contract.
- C. When evaluating the schedule of values, the engineer will consider that material delivered to the site has no value until properly applied.
- D. The owner also may decline to make payment because of subsequently discovered evidence or subsequent observations, as may be necessary in his/her opinion to protect against loss because of:
 - 1. Defective work not remedied;
 - 2. Third party claim filed or reasonable evidence indicating probable filing of such claims;
 - 3. Failure of the contractor to make payments properly to subcontractors, or for labor, materials, or equipment;
 - 4. Reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum;
 - 5. Damage to the owner or other contractor;
 - 6. Reasonable evidence that the work cannot be completed within the contract time, or
 - 7. Persistent failure to carry out the work in accordance with the Contract Documents.

- E. Pay request(s) shall be made on form(s) supplied by the engineer.
- F. Owner shall make progress payments on account of the contract price on the basis of contractor's applications for payment once each month during performance of the work. All such payments will be measured by the schedule of values, or in the case of unit price work, based on the number of units completed, or in the event there is no schedule of values, as provided in the general requirements:
 - 1. On the wet interior, surface preparation by abrasive blast cleaning will be considered equal to 40% of the line item work and cost and each coat of paint 20%.
 - 2. Mobilization is included in the surface preparation allotment for item 1 above.
- G. If the engineer determines the schedule of values is not acceptable, the engineer will use the contractor's schedule to reallocate values. The engineer's reallocation interest will be to maintain a sufficient value for work completed toward the end of the project to avoid frontloading values. The engineer will assign values high enough to bring in another contractor to finish work in case of default. The contractor has five (5) days to appeal the reallocated schedule of values.

1.20 REGULATORY AGENCIES and BULLETIN BOARDS

- A. Contractor is responsible for all permits and requirements of local, state, and federal agencies. This includes building, electrical, labor, OSHA, etc. The only permits not included are environmental air quality, and permits from health agencies for interior painting.
- B. Display all wage requirements and other permits on a temporary board.
- C. Attach to the foreman's copy of the specifications copies of other permits that do not require display.

1.21 PROJECT MEETINGS

- A. Preconstruction Meetings:
 - 1. The engineer shall schedule a preconstruction conference to be attended by owner, engineer, and contractor, prior to beginning any work, shall meet with the engineer and arrange a work schedule for the project. Once the project has begun, the contractor shall carry it to completion without delay.
 - 2. Attend a preconstruction meeting that may be scheduled by the owner at a mutually agreeable time after contract preconditions, and other requirements have been met.
 - 3. A corporate officer, or someone with legal authority to obligate the company/corporation, project manager (if different from officer), and the intended foreman shall attend. If project foreman does not attend the meeting, it shall be the contractor's responsibility to supply the information discussed at the meeting to the field foreman.

4. The owner will be represented by the project contact person, and the engineer by the project manager, or his principal.
 5. Submit all required materials prior to the preconstruction meeting.
 6. All containment, personal hygiene, and lead control issues required in this contract will be reviewed. Be prepared to commit designated “competent person(s)” to responsibilities of confined space, scaffold rigging, lead, etc.
- B. Progress Meetings:
1. The engineer will schedule progress meetings to be held on the job site whenever needed to supply information necessary to prevent job interruptions, to observe the work, or to inspect completed work. The contractor shall be represented at each progress meeting by persons with full authority to act for the contractor in regard to all portions of the work.

1.22 EFFECTIVE DATE of LAWS, REGULATIONS and STANDARDS

- A. The laws and regulations in effect at the time of opening of bids, or effective date of agreement if no bids, are considered known to the contractor. There will be no adjustment in contract price or contract time for not being “known” to the contractor.
- B. Claims made for extra costs resulting from laws and regulations that become effective after the opening of bids or effective date of agreement, will be reviewed based on the exposure and publication of the law or regulation in advance. There will be no adjustment in contract price or contract time for environmental or safety regulations, or other laws and regulations with similar public notice and public hearing/review procedures.
- C. Regulations dealing with labor rates have a known expiration date. Everyone can safely assume there will be a cost increase with each new issue. If these rates are scheduled to expire during the contract time, then increase labor costs in bid for the expected manhours by local cost-of-living factor. If rates increase more than cost-of-living, a Change Order will be reviewed for exact increase of new rate above the adjusting old rate. Copy of payroll will be used to determine increase in wage only; not associated taxes, insurance, and benefits. The contractor is responsible for requesting extra and supplying documentation establishing extra. All consideration for an increase ends on date of substantial completion, either original or Change Order extended date.

1.23 RESPONSIBILITY of CONTRACTOR

- A. Any plan or methods of accomplishing the work suggested to the contractor by the engineer or other representative of the owner, but not specified or required, shall be used at the contractor's own risk and responsibility. The engineer and owner assume no responsibility.
- B. Contractor is responsible for security, safety, etc. on the site until all his equipment is removed, and all keys are returned.

1.24 CONTRACTOR'S CREW/FOREMAN/CREW SIZE

- A. Resident superintendent shall be fluent in English to the level of competency to complete responsibilities of the contractor. Superintendent shall also be fluent or have access to a translator for the primary language of the majority of workers. Degree of fluency to be sufficient so that superintendent can adequately complete his duties.
- B. Minimum crew size is two (2) personnel and one (1) foreman for confined space work (on tanks up to 300,000 gallons), and three (3) personnel, plus one (1) foreman over 300,000 gallons.

1.25 POWER LINES/ANTENNAS/ELECTRICAL LINES

- A. If overhead power lines present an unsafe work condition as determined by OSHA, owner or utility, the contractor at his expense and coordination, shall have the utility temporarily relocate, move, or cover lines, eliminating the hazard.
- B. Unless stated differently in Contract Documents, protect all antennas, controls, cables, and associated property of owner's equipment or material on, in or near the structure during work. Design construction procedures to maintain operation of antenna system.
- C. Unless stated differently in the Contract Documents, protect all antenna controls, cables, electrical lines and controls, and associated property of private telecommunication companies from damage during work. Design construction procedures to maintain operation of telecommunication systems.

1.26 LIQUIDATED DAMAGES

- A. Contract time is governed by out-of-service time. The contractor is encouraged to deliver equipment to the site prior to contract start. The site will be available up to two (2) weeks prior to agreed drainage date.
- B. Contractor is also encouraged to rig the structure, complete containment installation, and complete weld repairs that do not affect the wet interior prior to draining of the tank. The amount of work completed shall have been approved at the preconstruction conference.

- C. On tank projects, date of substantial completion is the date the tank is or would have been returned to service, except for voluntary delay by owner. Date of substantial completion is after complete cure, disinfection, and testing.
- D. Abnormal weather conditions are simply defined as weather conditions that are at variance with the routine. An example of the determination procedure and of the required claim format is:
Project length: 45 days
Substantial completion date: June 30th.
Start date: May 16th.
3 years of data* 2011, 2012, 2013
Average number of rain/wind days: 9
Actual number of rain/wind days**: 12
Claim for time extension: 3 days
*Submit weather history from nearest weather reporting station for three (3) previous years from the same time period. Submit formal, by simple claim (use format above).
**Rain/wind day is a rain or wind day where either rain and/or wind conditions exceeded safe work conditions or were outside the parameters of good paint practices. Wind days are winds in excess of 20 mph for over four (4) hours during normal work hours, and rain days having measureable precipitation.
- E. Claim Evaluation: Engineer will evaluate claim and make sole determination as to whether days meet criteria. Engineer will disallow dates where work could have been completed on the interior; dates that result from the contractor's work practices (i.e. complete wet interior first and then move to outside). Good weather days not used will count against claim.
- F. Claimed rain/wind days that extend beyond the scheduled substantial completion date or the extended substantial completion date will not be awarded. Days past substantial completion and good weather days that were not used because of sequencing of project work by contractor will be considered "days within the control of the contractor."
- G. On Change Orders for the extension of time because of weather conditions there will be no price increase for inspection services permitted.

D. SUPPLEMENTAL SPECIFICATIONS

THERE ARE NO SUPPLEMENTAL SPECIFICATIONS FOR THE CITY OF DUBLIN, AVERY ROAD WATER TANK – WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK – COATING REPAIR PROJECT.

E. TECHNICAL SPECIFICATIONS

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SECTION 01 50 00

TEMPORARY CONSTRUCTION FACILITIES and UTILITIES

PART 1 – GENERAL

1.01 SUMMARY

- A. Provide and maintain temporary facilities and utilities required for construction; remove at completion of work.

1.02 QUALITY ASSURANCE

- A. Regulatory Requirements:
 1. National Fire Protection Association (NFPA):NFPA No. 70-93.
 2. National Electrical Code (NEC) and local amendments thereto.
 3. Comply with federal, state, and local codes and regulations, and utility company requirements.

PART 2 – PRODUCTS

2.01 TEMPORARY ELECTRICITY and LIGHTING

- A. Supply temporary lighting sufficient to enable contractor to safely access all work areas.
- B. Electrical requirements shall be the responsibility of the contractor. No service available to contractor.
- C. Provide, maintain, and remove temporary electric service facilities.
- D. Facilities exposed to weather shall be weatherproof-type and electrical equipment enclosure locked to prevent access by unauthorized personnel.
- E. Contractor pays for installation of temporary services.
- F. Patch affected surfaces and structures after temporary services have been removed.
- G. Provide explosion-proof lamps, wiring, switches, sockets, and similar equipment required for temporary lighting and small power tools.

2.02 WATER for CONSTRUCTION

- A. Owner will provide water required for cleaning and other purposes.
- B. Water use shall not exceed usage that might endanger the owner's water system's integrity.

2.03 SANITARY FACILITIES

- A. Provide temporary sanitary toilet facilities conforming to state and local health and sanitation regulations, in sufficient number for use by contractor's employees.
- B. Maintain in sanitary condition and properly supply with toilet paper.

C. Remove from site before final acceptance of work.

2.04 TEMPORARY FIRE PROTECTION

A. Provide and maintain in working order a minimum of two (2) fire extinguishers and such other fire protective equipment and devices as would be reasonably effective in extinguishing fires.

2.05 DAMAGE to EXISTING PROPERTY

A. Contractor is responsible for replacing or repairing damage to existing buildings, sidewalks, roads, parking lot surfacing, and other existing assets.

B. Owner has the option of contraction for such work and having cost deducted from contract amount if the contractor is not qualified, or fails to act in a timely manner.

2.06 SECURITY

A. Security is not provided by owner.

B. Contractor shall be responsible for loss or injury to persons or property where work is involved, and shall provide security and take precautionary measures to protect contractor's and owner's interests.

2.07 TEMPORARY PARKING

A. Parking not allowed on project site unless designated or approved by owner.

B. Make arrangements for parking area for employees' vehicles.

C. Costs involved in obtaining parking area shall be borne by the contractor.

PART 3 – EXECUTION

3.01 GENERAL

A. Contractor shall maintain and operate all temporary systems to ensure continuous service.

B. Contractor shall modify and extend systems as work progress requires.

3.02 REMOVAL

A. Completely remove temporary material and equipment when no longer required.

B. Clean and repair damage caused by temporary installation or use of temporary facilities.

C. Restore existing or permanent facilities used for temporary services to specified, or original condition.

3.03 BARRIERS and ENCLOSURES

- A. The contractor shall furnish, install, and maintain as long as necessary, and remove no longer required adequate barriers, warning signs or lights at all dangerous points throughout the work for protection of property, workers, and the public. The contractor shall hold the owner harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the work under the contract.

SECTION 01 53 43
PROTECTION of ENVIRONMENT

PART 1 – GENERAL

1.01 SUMMARY

- A. Contractor in executing work shall maintain work areas on-and-off site free from environmental pollution that would be in violation of federal, state, or local regulations.

1.02 PROTECTION of SEWERS

- A. Take adequate measures to prevent impairment of operation of existing sewer system. Prevent construction material, pavement, concrete, earth, or other debris from entering sewer or sewer structure.

1.03 PROTECTION of WATERWAYS

- A. Observe rules and regulations of local and state agencies, and agencies of U.S. government prohibiting pollution of any lake, stream, river, or wetland by dumping of refuse, rubbish, dredge material, or debris therein.
- B. Provide containment that will divert flows, including storm flows and flows created by construction activity, to prevent loss of residues and excessive silting of waterways or flooding damage to property.
- C. Comply with procedures outlined in U.S. EPA manuals entitled "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual EPA-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from all Construction Activity," Manual EPA 43019-73-007.

1.04 DISPOSAL of EXCESS EXCAVATED and OTHER WASTE MATERIALS

- A. Dispose waste material in accordance with federal and state codes, and local zoning ordinances.
- B. Unacceptable disposal sites include, but are not limited to, sites within wetland or critical habitat, and sites where disposal will have detrimental affect on surface water or groundwater quality.
- C. Make arrangements for disposal subject to submission of proof to engineer that owner(s) of proposed site(s) has valid fill permit issued by appropriate government agency and submission of haul route plan, including map of proposed route(s).
- D. Provide watertight conveyance for liquid, semi-liquid, or saturated solids not permitted, whether being delivered to construction site or hauled away for disposal. Fluid materials hauled for disposal must be specifically acceptable at selected disposal site.

E. Waste generated by abrasive blast cleaning is detailed in Section 09 97 13.

1.05 PROTECTION of AIR QUALITY

- A. Contain paint aerosols and V.O.C.'s by acceptable work practices.
- B. Minimize air pollution by requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by contractor, and encouraging shutdown of motorized equipment not actually in use.
- C. Trash burning not permitted on construction site.
- D. If temporary heating devices are necessary for protection of work, they shall not cause air pollution.

1.06 PROTECTION from FUEL and SOLVENTS

- A. Submit plans and photos, or drawings of all containment structures, planned paint storage procedures, planned paint mixing (as it relates to possible spillage), and paint waste disposal.
- B. All required material must be submitted prior to the precon meeting. No equipment may be delivered to the site without approval of submittals.
- C. The owner reserves the right to restrict equipment location.
- D. Protect the ground from spills of fuel, oils, petroleum distillates, or solvents by use of containment systems.
 - 1. Total paint, thinner, oils, and fuel delivered to and stored on-site cannot exceed supplied capacity of spill containment provided (i.e. fuel in compressor must have secondary containment to catch both fuel and oil to be sized to exceed possible spill.
 - 2. Do not leave nozzle while fueling.
 - 3. Provide a different containment unit under fuel tank and oil reservoirs for all equipment and fuel storage tanks.
 - 4. Barrels of solvents, even for cleaning, are prohibited. Do not deliver paint thinners in containers greater than five (5) gallons.
- E. Disposal of waste fluids shall be in conformance with federal, state, and local laws and regulations.

1.07 USE of CHEMICALS

- A. Chemicals used during project construction or furnished for project operations, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification must show approval of U.S. EPA, U.S. Department of Agriculture, state, or other applicable regulatory agency.
- B. Use of such chemicals and disposal of residues shall be in conformance with manufacturer's written instructions and applicable regulatory requirements.

1.08 NOISE CONTROL

- A. Conduct operations to cause least annoyance to residents in vicinity of work, and comply with applicable local ordinances.
- B. Equip compressors, hoists, and other apparatus with mechanical devices necessary to minimize noise and dust. Equip compressors with silencers on intake lines.
- C. Equip gasoline or oil operated equipment with silencers or mufflers on intake and exhaust lines.
- D. Route vehicles carrying materials over such streets as will cause least annoyance to public and do not operate on public streets between hours of 6:00 p.m. and 7:00 a.m., or on Saturdays, Sundays, or legal holidays unless approved by owner.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.01 HAZARDOUS MATERIALS PROJECT PROCEDURES

- A. Applicable Regulations:
 - 1. RCRA, 1976 – Resource Conservation and Recovery Act: This federal statute regulates generation, transportation, treatment, storage, and disposal of hazardous waste nationally.
- B. To use an off-site hazardous waste disposal facility, the contractor must use the Uniform Hazardous Waste Manifest (shipping paper).
- C. Federal, state, and local laws and regulations may apply to the storage, handing, and disposal of hazardous materials and waste.

SECTION 05 00 00
METAL REPAIRS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Steel Repair.

1.02 REFERENCES

- A. AWWA D100 Weld Standard
- B. AWS Weld Standard
- C. API 650 Standard

1.03 OMISSIONS

- A. The specifications include all work and materials necessary for completion of the work. Any incidental item(s) of material, labor, or detail(s) required for the proper execution and completion of the work are included.

1.04 DEFINITIONS

- A. Ground Flush: Ground even with adjacent metal, no transition.
- B. Ground Smooth: Ground welds to the point that no cuts or scratches occur when rubbing your hand over the weld. Rebuild with weld any concavity discovered during grinding.

1.05 WORK INCLUDED

Avery Tank

- A. Install platform opening cover.
- B. Install mud valve.
- C. Replace vent with a frost-free roof vent.
- D. Install safety railing with painter's rail.
- E. Install roof couplings with safety clips.
- F. Replace dry interior and aviation light bulbs.

1.06 WORKMANSHIP

- A. Provide material and workmanship necessary to produce a first class job.
- B. Complete work in a manner that is least offensive to neighbors.

1.07 WELDER QUALIFICATIONS

- A. Certified for type and position of weld specified.

- B. The welder shall be specialized in industrial or heavy commercial welding, and experienced in rigging and elevated work.

1.08 SUBMITTALS

- A. Material Safety Data Sheets (MSDS) – for all items as required by law.
- B. Welder's Certification.
- C. Submit materials at least one (1) week prior to preconstruction meeting.

1.09 WORK SEQUENCING

- A. The following is NOT a ways-and-means decision of the contractor. It is accepted and good painting practice:
 - 1. Complete ahead of all cutting and welding all surface preparation, such as immediate area lead paint removal.
 - 2. Complete all welding repairs prior to commencement of any power washing or abrasive blast cleaning.
 - 3. Do not install vent(s) (or other non-painted items) or store on or in the tank until after painting has been completed.
 - 4. Remove all fall prevention devices before painting, and reinstall after completion. Supply temporary fall prevention devices with steel cables during blasting and painting.

PART 2 – PRODUCTS

2.01 STEEL PLATING and OTHER STRUCTURAL SHAPES

- A. ASTM – A36.

2.02 BOLTS and NUTS

- A. Galvanized Steel
 - 1. ASTM A307 Grade A zinc coated Steel Bolts.
 - 2. ASTM A307 Grade A zinc coated Nuts.

2.03 WELDS

- A. Final – E70XX Electrodes.
- B. Root – E60XX Electrodes.
- C. Wire – ER70S Electrodes.

2.04 MUD VALVE

- A. Babco Valves LLC P.O. Box 40 Plattsmouth, NE 68048, (402) 296-4155. 4 in. x 3.5 No Freeze Valve with a wrench.

- B. Hose material to be Goodyear Engineered Products NutriFlo suction and discharge hose supplied by Veyance Technologies Fairlawn, OH 888-899-6354 or approved equal.

PART 3 - EXECUTION

3.01 COATING REPAIRS – EXTERIOR

- A. Complete all welding and cutting prior to any surface preparation for painting to avoid contamination of surfaces.
- B. Remove any residue and weld smoke by solvent cleaning.
- C. Power tool clean to a SSPC-SP11 finish all areas damaged by welding.
- D. Use 3M Scotch-Brite Clean'n Strip Discs.
- E. Feather edges of adjacent coating a minimum of 3 in. from exposed steel.
- F. Apply repair system as follows:

<u>Manufacturer</u>	<u>System</u>
Themec	N69 (spot)/N69/1075/V700.
Sherwin Williams	646PW(spot)/Acrolon Ultra/Fluorokem HS
- G. Surface prepare and coat in accordance with Sections 09 97 13 and 09 97 13.10.
- H. Payment is incidental to weld repairs.

3.02 PLATFORM HATCH

- A. Furnish and install a 30 in x 30 in. (est. size, field verify to fit) hinged hatch over the existing opening at the catwalk/platform below the bowl.
- B. Surface prepare and coat in accordance with Sections 09 97 13 and 09 97 13.10.
- C. See Drawing 01.
- D. Payment is a separate line item "Platform Hatch" which the owner reserves the right to delete.

3.03 INSTALL MUD VALVE

- A. Install a frost-free mud valve in the lowest section of the mud settling area. Coupling shall be a heavy or extra heavy coupling, and shall not extend more than $\frac{3}{8}$ in. into wet interior surfaces.
- B. For the discharge, use hose as noted in the drawings and Schedule 40 pipe for connection to the overflow pipe.
- C. Pipe to discharge into the overflow pipe. Cut a hole in the overflow and weld the pipe using $\frac{1}{4}$ in. full fillet.
- D. Attach a wrench on a chain to the valve for operating the valve. Chain to have a clip or clasp for easy removal and use.
- E. Surface prepare and coat in accordance with Sections 09 97 13 and 09 97 13.10.

- F. Weld one – 4 in. x 4 in. x 3/8 in. angle iron (height – top of valve entry into tank, plus 2 in.) to act as ice shield.
- G. See Drawing 02.
- H. Payment is a separate line item “Mud Valve” which the owner reserves the right to delete.

3.04 REPLACE VENT with FROST-FREE ROOF VENT

- A. Remove the existing roof vent. Vent to become property of the contractor for proper disposal.
- B. Furnish and install a new frost-free roof vent on a new bolted flange that has been cut and constructed as shown on the drawings.
- C. See Drawings 03a-03d.
- D. Payment is a separate line item “Roof Vent” which the owner reserves the right to delete.

3.05 SAFETY RAIL and PAINTER’S RAIL

- A. Install a 30 ft. diameter hand rail, and a 32 ft. diameter painter’s rail on the tank’s roof.
- B. All butt weld sections on the painter’s railing to be at a stand-off.
- C. Install 2 in. diameter couplings with brass plugs for safety lines during wet interior work. Threading to be per NPT standard. Locate at every other painter’s railing stand-off.
- D. Surface prepare and coat in accordance with Sections 09 97 13 and 09 97 13.10.
- E. See Drawing 04a-04b.
- F. Payment is a separate line item “Safety Rail” which the owner reserves the right to delete.

3.06 ROOF COUPLINGS with SAFETY CLIPS

- A. Install extra heavy couplings with safety clips spaced approximately every 12 ft. and located approximately 20 ft.(estimated one half tank radius) from the center of tank. Install 10 clips.
- B. Couplings to be plugged with brass hex head plugs, couplings and plugs to be threaded per NPT standard.
- C. When a painter’s rail is installed on the tank’s roof, the couplings are to be located at every other painter’s rail brace. Clip portion of safety line to be eliminated.
- D. Install per Drawing 05.
- E. Surface prepare and coat in accordance with Sections 09 97 13 and 09 97 13.10.
- F. Cost is incidental to wet interior painting.

3.07 REPLACE LIGHT BULBS

- A. Replace all dry interior and aviation light bulbs with LED light bulbs
- B. Bulbs to be LED Eco smart A19 8.6 watt 50,000 hour extended use bulbs available at Home Depot or approved equal.
- C. Change bulbs after all equipment has been removed from the tank.
- D. Cost is incidental to the project.

PART 4 – SPECIAL PROVISIONS

4.01 PAINT REPAIR – STEEL REPLACEMENT

- A. All large pieces of steel to be shop primed using the specified prime coat over a SSPC-SP10 near white surface preparation.
- B. Do not prime 3 in. from area to be welded.
- C. After installation, spot clean welded areas to a SSPC-SP11 and apply coating as specified.
- D. Use only one manufacturer for repairs.
- E. Cost is incidental to metal repairs.

SECTION 09 97 13
STEEL COATING

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Painting of steel structures.
- B. Interior Cleaning and Disinfection

1.02 REFERENCES

- A. AWWA Standards:
 - 1. D102 – 11 Painting Steel Water Storage Tanks.
 - 2. C652 – Disinfection of Water Storage Facilities

1.03 WORK INCLUDED

Avery Tank

- A. Wet Interior: Apply a three (3) coat zinc epoxy system.
- B. Cathodic System: The existing cathodic protection system shall be removed during repainting work and reinstalled with new reference cell, and wires/ropes, etc. replaced as needed. Work to be performed by the owner's vendor (Corrpro). Cost is incidental to wet interior repainting.

Blazer Tank

- A. Exterior: Apply a spot two (2) coat urethane fluoropolymer polyurethane repair system.

1.04 EXISTING CONDITIONS

Avery Tank

- A. Exterior: Fluoropolymer polyurethane system applied in 2010.
- B. Wet Interior: Original epoxy coating.
- C. Dry Interior: Epoxy coating

Blazer Tank

- A. Exterior: Zinc urethane fluoropolymer polyurethane system applied in 2011.

1.05 OMISSIONS or INCIDENTAL ITEMS

- A. It is the intent of these specifications to coat the tank for the purpose of corrosion protection on wet interior surfaces. It is the intent to coat the exterior for corrosion protection and aesthetics.
- B. Any small or incidental items not specifically detailed in the schedule, but obviously a part of the work are included in the work at no additional cost to the owner.

- C. Engineer, as interpreter of the specifications, will determine if disputed items fall under this category. Prevailing custom and trade practices will be considered in this determination.

1.06 PAINTER QUALIFICATIONS – NON-LEAD PROJECTS

- A. Contractor shall complete all coating and surface preparation.
- B. Painter shall be specialized in industrial or heavy commercial painting.
- C. ALL CONTRACTORS SHALL BE PREQUALIFIED, or have successfully completed the SSPC QP1 Contractor Prequalification Program.

1.07 SUBMITTALS

- A. Submit the following with your annual prequalification:
 - 1. Occupational Safety and Health Programs and certification that all site personnel have been trained as required by law.
- B. Submit the following ten (10) days prior to the preconstruction meeting:
 - 1. Material Safety Data Sheets (MSDS) and Product Data Sheets:
 - a. Furnish from all suppliers Material Safety Data Sheets and product data sheets for all applicable materials including, but not limited to, paints, thinners, tank cleaners, degreasers, and abrasive materials.
 - b. Provide for employees one (1) copy of all data sheets at the job site for employee access.
 - c. Provide two (2) copies to the owner.
 - d. Provide two (2) copies to the engineer.
 - e. No work may commence without the complete filing. All MSDS shall conform to requirements of SARA Right-to-Know Act.
 - 2. Ventilation Design Plan. Include airflow calculations and model, and number of fans.
 - 3. Dehumidification/Heat Design Plan. Include airflow calculations, model, number of units used, connection details, and power source.
 - 4. Fall Prevention Plan and Site Specific Fall Hazard Evaluation:
 - a. Site specific plan to contain a generic drawing of the existing structure and appurtenances of this tank and reflect safety changes specified for this project.
 - b. Certifications for all spiders, scaffolding, stages, etc. to be used on the project. All certifications to be current, less than one year old.
- C. Submit the following at the preconstruction meeting:
 - 1. Designated OSHA Competent Person and qualifications, if not previously submitted.
 - 2. Waste hauler and disposal facility.
 - 3. Submit all power tools and attachments to be used during the project.

- D. Submit the following within two (2) weeks of completion with final pay request:
 - 1. Waste manifest.
 - 2. Waivers of lien.
 - 3. Copies of any formal worker safety or environmental citations received on the project.

1.08 OWNER RESPONSIBILITY

- A. Drain the tank with seven (7) days notice, after contractor meets all precedent conditions of the contract.
- B. Draw samples and test after chlorination; responsibility of good results remains with the contractor. Poor test results could result in added costs to contractor, including rechlorination, cost of water, plus possible liquidated damages.

1.09 WARRANTY – AVERY TANK

- A. Approximately one (1) year from the date of completion, the tank will be inspected by the owner and/or his representative.
- B. The inspection will be performed in accordance with the applicable portions of AWWA D-102-11 Standard for Painting Steel Water Storage Tanks and industry standards.
- C. The owner will establish a date of inspection and shall notify the contractor ten (10) days in advance. The contractor's attendance will not be required.
- D. Failure to schedule this inspection within thirteen (13) months after completion of the painting will be considered a waiver of this inspection.
- E. Any failed work will be documented and the contractor will be notified of necessary repair (method and extent). The owner reserves the right to require inspection of the repair work and possibly a second warranty inspection, dependent on degree of failure.
- F. Cost for one (1) year warranty inspection will be the responsibility of the owner.
- G. Cost for a second warranty inspection will be the responsibility of the contractor.

1.10 DELIVERY and STORAGE of MATERIAL

- A. Submit manufacturer's invoice, with or without paint cost, to the engineer for review. This submittal will be used to identify the quantity of paint recommended by the manufacturer for a job of this size and design, and will be used to check the quantity actually delivered to the project.
- B. Cover bulk materials subject to deterioration because of dampness, weather, or contamination, and protect while in storage.
- C. Maintain materials in original, sealed containers, unopened and with labels plainly indicating the manufacturer's name, brand, type, grade of material, and batch numbers.

- D. Remove from the work site containers that are broken, opened, water marked, and/or contain caked, lumpy, or otherwise damaged materials. They are unacceptable.
- E. Store the material in a climate controlled designated area where the temperature will not exceed the manufacturer's storage recommendations. Heat the storage area to the manufacturer's recommended minimum mixing temperature.
- F. Keep equipment stored outdoors from contact with the ground, away from areas subject to flooding, and covered with weatherproof plastic sheeting or tarpaulins.
- G. Store all painting materials in a location outside the tank.
- H. Do not store or have on-site unapproved material, material from different manufacturers, or materials from different projects.

1.11 ACCESS and INSPECTOR SAFETY

- A. Provide access to all portions of the project where work is being completed. Access must be close enough and secure enough to allow inspector to use inspection equipment without extensions.
- B. Provide personnel to assist with access and to ensure contractor's access equipment is safely used.
- C. Provide separate fall protection for owner and inspectors. Limit fall to 5 ft. vertically.
- D. These specifications require the contractor to supply a separate fall protection cable and grab for each tie-off point for the inspector's use. The contractor is encouraged to provide a separate cable and tie-off for each of his personnel. The cables may be connected to the same tie-off point as the inspector's, but a separate cable and grab are required for each user.

1.12 INSPECTION and TESTING

- A. Prior to the scheduled inspection, remove all dust, spent abrasive, and foreign material from the surface to be coated.
- B. Furnish an instrument for measuring the wet film thickness, and also dry film thickness of each field coat of paint. The dry film thickness testing gauge shall be the magnetic type as manufactured by Elcometer Co., or the Nordson Gauge Co.; spring loaded model with two percent (2%) accuracy margin over a range of one-to-twenty-one (1-21) mils or equal.
- C. Certify to the owner that the specified paint has been applied at the paint manufacturer's recommended coverage, and to the specified thickness required. Also, certify that the paint has been applied in accordance with this contract.
- D. Take all necessary steps, including dry striping by brush or roller, to ensure a holiday-free coating system.

- E. The owner reserves the right to perform low voltage holiday tests on the exterior coatings. The interior coatings are subject to low voltage holiday testing.
- F. The owner and engineer reserve the right to perform destructive testing under conditions deemed necessary. Testing may include, but is not limited to, the Tooke thickness test and adhesion testing. Any damage caused by these tests will be corrected to specifications at the contractor's expense.

1.13 CLIMATIC CONDITIONS

- A. Do not apply paint when the temperature, as measured in the shade, is below the manufacturer's required ambient and surface temperatures.
- B. Do not apply paint (interior or exterior) to wet or damp surfaces, or during rain, snow, or fog.
- C. Do not apply paint when it is expected the relative humidity will exceed 85%, or the surface temperature is less than 5° above dew point, or the air temperature will drop below the manufacturer's requirements for proper cure. Anticipate dew or moisture condensation, and if such conditions are prevalent, delay painting until the owner is satisfied the surfaces are dry.

1.14 APPLICATION

- A. Complete all painting and surface preparation in strict accordance with these specifications, approved paint manufacturer's specifications, and good painting practices per SSPC.
- B. Apply each coating at the rate and in the manner specified by the manufacturer. Check the wet film thickness every 200 sq. ft. to ensure each coat applied meets the dry film thickness range requirements.
- C. Allow sufficient time for each coat of paint to dry and cure. Allow a minimum of twenty-four (24) hours between coats.
- D. Apply exterior coating by brush and roller only. Spray application is not permitted without prior approval of the engineer. Even with prior approval, responsibility for damage still remains with the contractor.
- E. Painting or abrasive blast cleaning may be delayed because of poor coverage, the possibility of paint drying too rapidly, or the potential damage from overspray and/or dry spray resulting from wind. In all cases, responsibility for damages rests with the contractor.
- F. The contractor is responsible for the appearance of the finished project, and is warned to prevent contact with any freshly applied coating. Removal of rigging shall be completed so not to mar or damage the coating.
- G. Coatings shall be applied using methods to eliminate roller or spray marks in the finished product on the exterior.
- H. Stripe the wet interior prior to application of final coat.

- I. Additional coats required for coverage or to eliminate roller or spray marks are the responsibility of the contractor at no additional cost to the owner.
- J. Use of pole extension on spray guns is prohibited for exterior and interior application.
- K. Mixing of partial kits is not permitted. All partial cans of coating must be removed from the site.
- L. Mixing blades to be clean. The engineer has the right to reject mixing blades based on cleanliness or paint build-up. Do not use the same mixing blade for different coatings (i.e. epoxy and urethane coatings).

PART 2 – PRODUCTS

2.01 COLOR

- A. Factory tint the intermediate coat(s) for all areas of the structure if similar to the finish coat. Tinting shall be sufficient to allow visibility of the dissimilar color from 1 ft., and from 100 ft.
- B. The spot repairs on the Blazer tank will require two different colors for the topcoat, the colors used are Tnemec Castle Gray(27 GR) and Clover (110 GN).

2.02 SUBSTITUTIONS

- A. All coatings specified and approved herein have met or exceeded a specified list of ASTM standards. The materials specified are the standard to which all others shall be compared.
- B. The purpose is to establish a standard of design and quality, and not to limit competition.
- C. Other manufacturers wishing to have their products approved have also had their coatings tested using the same representative of Dixon Engineering, Inc., and the same test methods.
- D. Approval by ANSI/NSF Standard 61 is also a requirement for potable water contact coatings.
- E. The selection of coatings also has taken into consideration the manufacturer's current and past performance on availability, stocking, and shipping capabilities, ability to resolve disputes, and any applicable warranties.

2.03 DEHUMIDIFICATION and HEATING – WET INTERIOR

- A. Supply dehumidification/heating units capable of maintaining dew point temperature lower than 15° below surface temperature during blasting and lower than 5° during coating application and cure, and steel temperature maintained above the manufacturer's printed requirements.

- B. Supply a dehumidifier designed with a solid desiccant having a single rotary desiccant bed capable of continuous operation, with full automatic operation. Do not use liquid desiccant, granular, or loose lithium chloride drying systems. Refrigerant systems may be used in conjunction with desiccant units.
- C. Plumbing, noise control, insulation, venting, and all incidental items needed to provide proper ambient conditions shall be included as one package.
- D. Supply and maintain a power source for the dehumidifier and heater, unless otherwise specified.

2.04 DUST COLLECTORS – AIR FILTRATION UNITS

- A. Furnish and use a dust collector during all blasting work.
- B. Units to be equal in filtration capacity to Eagle Industries dust collectors. Other units may be used, but their substitution will be evaluated on efficiency at 0.5 micron size and airflow movement.
- C. Use 40,000 cfm minimum for wet interior work.
- D. Substitution of steel grit blasting may decrease the requirements above. New requirements will be defined by the engineer based on the efficiency of the contractor's equipment.
- E. Furnish HEPA filters for dust collection.
- F. Number of dust collectors shall be sufficient to supply a 50 ft./minute downward draft at most areas. An average may be considered. Determination of actual containment plan will be the deciding factor. Calculations of airflow shall be included in the containment submittal.
- G. Use only new filters or filters certified clean.

2.05 EQUIPMENT COVERING

- A. Use material that is 8 – 10 mils thick, and 100% impermeable to cover pumps, motors, and other vulnerable equipment.
- B. Use material resistant to tear and/or rip by mechanical action from abrasive blasting during blasting operations.
- C. Make coverings airtight by use of duct tape at the openings, or other suitable measures.
- D. Meet with representative of equipment owner to verify covering will not damage equipment. Damage is the contractor's responsibility. This includes not only the owner's equipment, but also telecommunication antennas, cables, buildings, controls, etc.

2.06 AIR DRYER for COMPRESSOR

- A. Use air dryers sufficient to remove 98% of the moisture from the compressed air. Size the dryers on total cfm using manufacturer supplied charts. Upon request, supply charts to engineer for verification.
- B. If the fan is not operable, cease all blasting until the dryer is replaced or repaired.
- C. Supply air dryer with an air draw-off valve to check air for dryness, oil contamination, and cleanliness on the outlet side of the air dryer.
- D. For cleaning operations, draw clean air from the outlet side of the air dryer.

PART 3 – EXECUTION

3.01 DISINFECTION

- A. Disinfect the completely painted structure in accordance with AWWA Standard C652 Chlorination Method No. 3.
- B. Furnish the material and labor necessary to disinfect the structure in the required manner. Assist owner during filling and sampling. Promptly repair any defects in the work that may appear.
- C. Do not allow water to enter the distribution system until the structure is proven chemically and bacteriologically safe.
- D. Water vented to waste may not contain any substances in concentrations that can adversely affect the natural environment. No total residual chlorine may be measured in water discharged to surface water.
- E. Pay all additional expenses if it is necessary to repeat the testing and disinfection procedure as a result of defective work or defective testing.

3.02 PROTECTION of NON-WORK AREAS

- A. Protect all non-blasted/painted surfaces prior to all abrasive blast cleaning/painting.
- B. Thoroughly cover the fill/drain pipe, overflow pipe, and all other openings. Do not permit abrasive or paint chips to enter into the piping or distribution system. Use watertight seals on the pipes.
- C. Protect and seal all controls (even if they are not in the immediate work area) that are in danger from the project. Work with the owner so all controls are shut down and vented if necessary.

3.03 DEHUMIDIFICATION/HEATING

- A. Control the environment with dehumidification equipment twenty-four (24) hours a day during blast cleaning, coating operations, and cure time. Maintain minimum ambient conditions until cure completion.

- B. Supply sufficient dry air to assure the air adjacent to surfaces to be abrasive blast cleaned or coated does not exceed minimum required humidity at any time during the blasting, coating, or curing cycle.
- C. Monitor and record ambient conditions twenty-four (24) hours a day throughout abrasive blast cleaning and painting work. Dehumidification equipment to be equipped with Munters ExactAire monitors. Monitor to be capable of being programmed with condition parameters and of alerting use/owner via phone, fax, pager, or e-mail of condition or equipment failures. An approved monitoring device may be used instead of Munters ExactAire system, Dickson Model TH6, or equivalent.
- D. Test interior ambient conditions three (3) times a day, or more often with rapid weather changes. Record daily readings. Adjust or add equipment as required to maintain steel temperatures, dew point, and humidity. (This is a check on and in addition to the recorder in paragraph C above.)
- E. Use a minimum 9,000 cfm dehumidification unit for wet interior work.
- F. Surround the units with noise suppressant enclosures, unless units are sound attenuated or have noise suppressants. More extensive enclosure requirements are required in residential areas where the machines must run all night. Noise suppressant level needed will depend on the size of the dehumidification units, their efficiency, and their locations. Provide noise suppressant enclosures of sufficient height and thickness to lower noise to an acceptable level for neighbors. Also provide noise suppressant enclosures for generators.
- G. Auxiliary heaters may be necessary to maintain the surface temperature at a level acceptable to the coating manufacturer's application parameters. The auxiliary equipment must be approved for use by the manufacturer of the dehumidification equipment and shall meet the following requirements. Auxiliary ventilation equipment and/or dust collection equipment can affect the exchange rate.
 - 1. Heaters shall be installed in the process air supply duct between the dehumidifier and the work, as close to the work as possible. Air heaters are not acceptable as a substitute for dehumidification.
 - 2. Use only electric or indirect gas fired auxiliary heaters. No direct fired space heaters will be allowed during blasting, coating, or curing phase.
- H. Seal off the work, allowing air to escape at the bottom of the space away from the point where the dehumidified air is being introduced. Maintain a slight positive pressure in the work unless the dust from the blasting operation is hazardous.
- I. Where necessary to filter the air escaping the space, design the filtration system to match the air volume of the dehumidification equipment in such a way that it will not interfere with the dehumidification equipment's capacity to control the space as described herein. Do not recirculate the air from the work or from filtration

equipment back through the dehumidifier when coating or solvent vapors are present. Outside air is to be used during those periods.

- J. Securely attach duct work to the equipment and work to minimize air loss. Design hoses with sufficient capacity and minimal bends to reduce friction loss.
- K. Dehumidification and its operating power source are incidental to the respective painting project (wet or dry interior).
- L. Set-up and operate equipment twenty-four (24) hours (or earlier) prior to start of blasting, and twenty-four (24) hours after all water has been removed from the tank.

3.04 DUST CONTAINMENT – INTERIOR

- A. Do everything within the contractor's power to minimize dust as a nuisance.
- B. No visible dust release is allowed from roof openings and other access openings. Seal or close all openings prior to blasting (see ventilation requirements).
- C. Connect the air filtration unit directly to a manhole extension.
- D. Design the manhole extension to allow access of hoses through a side exit that is sealable after hoses are in-place. Install the air filtration unit directly to the end of the extension.
- E. Seal of the side exit will be tested by holding a lit cigarette 6 in. outside the seal with the air filtration unit operating. If smoke is drawn to the seal area, additional sealing will be necessary.
- F. The contractor may reverse this operation by connecting the air filtration unit to the roof manhole and sealing around the hose. Also seal the roof vent. A sealed semi-rigid structure also may be used where employees have access through a side door. 90% of the air draw must be from the tank proper.
- G. Construct the semi-rigid structure from 8 ft. x 8 ft. x 6 ft. high scaffold framing and cover with tarps, with all edges lapped 2 ft. minimum and an overlapped entranceway.

3.05 VENTILATION REQUIREMENTS

- A. Supply mechanical ventilation sufficient to change air in the tank six (6) times each hour.
- B. In calculating air exchange, the dust collector air capacity can be considered a part of the air being changed up to 50% of ventilation requirements.
- C. Use roof, riser, or shell manholes with fans to move the required air.
- D. Ventilate wet interior areas a minimum of seven (7) days after completion of painting, or longer until the wet interior coating has fully cured. Maintain ventilation at the rate of two (2) complete air changes per hour.
- E. Cost of ventilation is incidental to respective paint project.

- F. Additional ventilation openings may have to be installed by the contractor. Submit size, details, and location(s) for approval by the owner prior to cutting any opening. All costs associated with repairs by a certified welder are incidental
- G. Connect the air filtration unit per this Section, Dust Containment – Interior. All fans at the bottom manhole may blow out into the dry interior if all manholes are shut, forcing the dust down. Zero release to the atmosphere will be permitted.

3.06 HAND WASH FACILITY

- A. Provide OSHA approved hand wash facility with running water. Hot water is not required.
- B. Stock facility with soap and towels, and keep supply replenished.
- C. Test water and dispose of properly after job is completed.

3.07 LIGHTING of WORK SPACE

- A. Provide durable lighting fixtures designed for the intended work environment for use during blasting, painting, and during all inspections.
- B. Encase portable lamps in a non-conductive, shatterproof material. Use only heavily insulated cable with an abrasive resistant casing.
- C. Install all temporary electrical items in accordance with all local, state, and federal codes, including OSHA.
- D. Protect from paint overspray and damage from abrasive materials.
- E. Measure required illumination during surface preparation and coating application at the work surface. Supply 20 ft. candles minimum illumination during blasting and painting, and 30 ft. candles minimum prior to and during inspection, per SSPC-Guide 12. Inspect the prepared surface at the higher illumination prior to calling for inspection. All work must conform to specification requirements prior to the scheduled inspection.
- F. Measure the illumination at the work surface in the plane of the work.

PART 4 – SPECIAL PROVISIONS

4.01 CATHODIC PROTECTION REMOVAL

- A. Remove existing cathodic protection anode system from the tank, including ropes and wires.
- B. Install new wires and mounting hardware as needed and replace all reference cells. Work shall be performed by existing owner supplier (Corrpro).
- C. Cost is incidental to wet interior repainting

4.02 WELD PREPARATION PRIOR to COATING

- A. Prepare all new welds per NACE RPO 0178 prior to coating application. Grind welds to category D.

4.03 SCHEDULING

- A. Complete all welding and any other work that damages the coating before paint operations begin, including surface preparation. The exception is paint removal in the weld area.
- B. If contractor wants a variance in this schedule, request the change and give reason in writing to the project manager. The project manager will reply with a written Field Order if change is approved. Engineer reserves the right to put further restrictions in Field Order. If contractor objects to restrictions, he may revert to the original specifications.

4.04 GRASS RESTORATION

- A. The contractor is to report any damaged ground at the construction site in writing prior to mobilization of equipment, otherwise all repairs to the damaged ground will be the responsibility of the contractor.
- B. Refill all holes, ruts etc and level area around the construction site to the original grade.
- C. Fill material to be clean soil, no gravel, rocks or construction debris is to be used as fill material without the owners consent.
- D. Bring soil to a friable condition by disking, harrowing, or otherwise loosening and mixing to a depth of 3 in. – 4 in. Thoroughly break all lumps and clods.
- E. Rake area to be seeded. Sow seed at a minimum rate of 220 lbs/acre. Use seed intended for the climate.
- F. Work to be completed to the owner's satisfaction.
- G. Cost is incidental to exterior painting.

SECTION 09 97 13.10

STEEL COATING SURFACE PREPARATION

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Full Field Abrasive Blasting.
- B. Power Tool Cleaning.
- C. High Pressure Water Cleaning/High Pressure Water Jetting.

1.02 REFERENCES

- A. AWWA Standards:
 - 1. D102-11 Painting Steel Water Storage Tanks.
- B. SSPC and NACE Standards:
 - 1. SP2 – Hand Tool Cleaning.
 - 2. SP10/NACE No. 2 – Near White Abrasive Blast.
 - 3. SP12/NACE No. 5 – High and Ultra High Pressure Water Jetting.
 - 4. VIS 1 (Visual standard for abrasive blasted metal).

1.03 WORK INCLUDED – SURFACE PREPARATION

Avery Tank

- A. Wet Interior: Abrasive blast clean to a SSPC-SP10 near-white metal standard.

Blazer Tank

- A. Exterior: High pressure water clean (5000 to 10,000 psi) the entire sidewall use sand paper to feather rough edges at failures. Current failed area is at one location, estimated failure/overcoat area is 300 sq. ft.

1.04 WASTE SAMPLING

- A. Sample waste from the project and send to a NLLAP certified lab and test for TCLP for 8 metals.
- B. The owner reserves the right to collect samples and to send them to their selected lab. This will be determined at the preconstruction meeting.
- C. Pay all lab fees for 8 metals TCLP analysis on waste samples, total lead, and chrome on soil samples, and any subsequent testing if clean-up is warranted.

PART 2 – PRODUCTS

2.01 ABRASIVE – COAL SLAG

- A. The coal slag shall be 20-40 grade, or 30-60 grade.
- B. The abrasive shall be free of moisture, water soluble contaminants, dust, and oil.

- C. The abrasive shall be stored and covered to prevent moisture contamination.
- D. All leaking or spilling bags shall be removed, and affected areas properly cleaned.
- E. All slag abrasive shall meet the requirements of SSPC-AB1 "Mineral and Slag Abrasive" June 1, 1991-Grade 3.
- F. The use of silica sand, flint sand, and glass beads is prohibited.
- G. All abrasive and grit material used, and all equipment supplied shall be subject to approval of the engineer. The abrasive or grit shall be sharp enough and hard enough to remove the mill scale, rust, and paint.

2.02 RECYCLABLE STEEL GRIT – ALTERNATE

- A. Use recyclable steel grit size G-25 or G-50.
- B. The abrasive is to be free of moisture, water soluble contaminants, dust, and oil.
- C. The abrasive is to be stored and covered to prevent moisture contamination.
- D. All leaking or spilling containers are to be removed, and affected areas properly cleaned.
- E. All recyclable steel grit shall meet requirements of SSPC-AB1 "Metallic Abrasive" June 1, 1991.
- F. All abrasive and grit material used, and all equipment supplied shall be subject to approval of the engineer. The abrasive or grit shall be sharp enough and hard enough to remove the mill scale, rust, and paint.

PART 3 – EXECUTION

3.01 SURFACE PREPARATION – WET INTERIOR

- A. Low pressure water clean at 4,000 psi all surfaces and appurtenances to remove sediment, minerals, soot, and other contaminants.
- B. Staining may remain in place prior to abrasive blast cleaning, engineer to approve cleanliness.

3.02 NEAR WHITE METAL (SSPC-SP10) DRY BLAST – WET INTERIOR

- A. Abrasive blast clean all surfaces and appurtenances to a near white metal finish (SSPC-SP10), latest edition thereof.
- B. Maintain a profile of 2.0 – 3.0 mils on abrasive blast cleaned surfaces.
- C. All interior abrasive blast cleaning is to be completed and all spent abrasive removed, and surfaces thoroughly cleaned prior to any primer application.
- D. Once an area is acceptable for painting, apply all coats and allow coating to cure to touch prior to resumption of blasting or blast the entire tank before painting, use dehumidification to hold the blast. It is the contractor's discretion and responsibility to determine if the entire tank is to be blasted, or what size is to be blasted and coated (all coats).

- E. The contractor is responsible for supplying heat and dehumidification to maintain blast conditions.

3.03 HIGH PRESSURE WATER CLEANING – EXTERIOR SIDEWALL – BLAZER TANK

- A. High pressure water clean all exterior surfaces of the entire sidewall at 5,000 – 10,000 psi to remove all dirt, chalk, algae, other foreign material, and all brittle or loose coating, rust, and mill scale. Operational pressure will be determined by the engineer based on field conditions.
- B. Maintain a water jet nozzle distance of 2 in. – 10 in. away from the surface.
- C. Hold the water jet nozzle with 0° - 15° top perpendicular (90°) to the surface at all times.
- D. Only use machines rated at and capable of achieving and maintaining 5,000 – 10,000 psi. Use of a rotating/reciprocating nozzle during water cleaning is permitted but not to increase the pressure of a washer rated lower than required.
- E. Do NOT exceed a rate of 10 sq. ft./minute.
- F. The gauge measuring time of use must be operational on the unit, if not operational the contractor may be shut down and/or deducted price for rental of an operational unit from the final payment.
- G. Feather all edges using power tools per this specification.
- H. Purpose of cleaning the entire sidewall is to verify failures are isolated to one area, intent is to remove all delaminated and loose coating.

3.04 HAND TOOL CLEAN – EXTERIOR SIDEWALL – BLAZER TANK

- A. Hand tool clean all surfaces to remove loose paint, and wire brush to remove surface rust (if applicable). Clean per SSPC-SP2.
- B. Hand or pole sand with heavy grit paper to feather the failed areas from primer/intermediate coat out onto the intact topcoat.
- C. Wipe off all dust on surface with a tack-free cloth before painting.
- D. Repair any coating damaged from rigging and coat per these specifications.

3.05 HAZARDOUS WASTE DISPOSAL

- A. Contract directly with a licensed hazardous waste hauler who is properly licensed in the State of Ohio to haul hazardous material.
- B. Transport the debris for treatment to a licensed hazardous waste disposal site.
- C. The contractor will not be paid any retainage until paperwork has been submitted, including submittal of the hazardous waste manifest. Any original of the hazardous waste manifest shall be returned to the owner.
- D. Remove all hazardous waste from the site within thirty (30) days of completion of the blasting portion of the project.

- E. Disposal of hazardous waste is the difference between the hazardous and non-hazardous waste disposal costs. Contractor shall submit documentation from the landfill verifying the unit cost increase for hazardous waste disposal.

3.06 WASTE DISPOSAL – NON-HAZARDOUS

- A. If after testing of the spent abrasive material the TCLP tests indicate the abrasive is not a hazardous waste, dispose the abrasive in a waste disposal facility.
- B. All waste shall be handled by a licensed hauler. Supply the owner with all proper documentation of the final disposal site. The actual bill of lading and all manifests will be required prior to any payment.
- C. Payment for non-hazardous waste disposal is incidental to interior or exterior painting.

3.07 WASTE DOCUMENTATION

- A. Supply proper documentation of storage, transportation, and treatment, or disposal of the waste to the owner. The owner will retain sufficient funds to pay for hazardous waste transportation, treatment, and any possible fines until all documentation has been received. This retainage will be held, even if the waste has tested non-hazardous.

3.08 TESTING and CLEAN-UP of WASTE

- A. Daily collect all spent abrasive from the ground tarps and dispose in the required receptacles. Prior to receiving test results, spent abrasive shall be stored on ground tarps. The spent abrasive is to be covered and weighted down so no dust can be released.
- B. Furnish containers with proper labels for storage of the spent debris. Containers shall meet requirements of the EPA (or their local counterpart) for hazardous waste disposal. The spent abrasive will be moved directly from the tank into the waste containers. The containers will remain until final test results have been received. Furnishing containers with covers will be incidental to respective repaint, and will not be affected by the owner's final selection of respective interior or exterior disposal.
- C. Waste to remain on-site in covered receptacles until waste test results are received.

SECTION 09 97 13.13.08

WET INTERIOR STEEL COATING – THREE COAT ZINC EPOXY

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Painting in the wet interior – base bid.

1.02 REFERENCES

A. SSPC and NACE Standards:

1. PA1 – Paint Application.
2. PA2 – Measurements and Calibration.
3. NACE RP 0178 Surface Finish Requirements.

1.03 WORK INCLUDED

- A. Application of a three (3) coat zinc epoxy system.

PART 2 – PRODUCTS

2.01 ZINC EPOXY POLYAMIDE – 3 COAT SYSTEM – WET INTERIOR

- A. Three (3) coat zinc epoxy polyamide system meeting all National Sanitation Foundation certification standards for potable water contact.
- B. Approved suppliers and systems:

<u>Manufacturer</u>	<u>System</u>
Tnemec	94H ₂ O/N140/N140 (stripe)/N140
Sherwin Williams	Corothane I/646PW/646PW(stripe)/646PW

PART 3 – EXECUTION

3.01 ZINC EPOXY POLYAMIDE – 3 COAT SYSTEM – WET INTERIOR

- A. Apply a three coat high build epoxy paint system with a zinc primer to all prepared surfaces and appurtenances.
- B. Abrasive blast cleaning and paint requirements have been previously defined in Section 09 97 13.10.

C. Apply each coat at the following rates:

<u>Coat</u>	<u>Minimum</u>	<u>Maximum</u>
	<u>D.F.T</u>	<u>D.F.T.</u>
Primer	2.5	3.5
Intermediate	4.0	6.0
Stripe Coat	1.5	2.5
Topcoat	<u>4.0</u>	<u>6.0</u>
Total	10.5*	15.5*

*Total does not include stripe coat.

- D. Stripe coat to be applied to all welds, angles, and sharp edges throughout the structure, including above the high water line and all roof beams, etc.
- E. Each full coat to be a different color from the previous coat and is to be approved by the engineer. No color bleed-through should occur if proper application rates are observed.
- F. Apply all coats in uniform color and sheen without streaks, laps, runs, sags, cloudy, or missed areas. Correct all defects before application of the successive coat.
- G. Allow a minimum of twenty-four (24) hours between coats (including stripe coat). Additional time may be necessary if low temperatures require an increase in the necessary cure time.
- H. MAINTAIN FORCED VENTILATION A MINIMUM OF SEVEN (7) DAYS AFTER TOPCOAT APPLICATION, time required for cure is dependent on the coating manufacturer and temperature. Record variations of the standard procedures (roof hatch closure because of rain, etc.), and submit to the engineer. Heat is required if, in the opinion of the engineer, the integrity of the coating is endangered by cold weather, or if additional cure time will delay the project beyond the substantial completion date.
- I. Maintain internal air movement at 20 ft., at 10 ft., and at 1 ft. above the floor for seven (7) days after painting. Suspend 2,500 cfm fans from the safety grabs at each elevation, at completion of painting.

3.02 SCHEDULE of WORK

- A. Complete all exterior and interior welding prior to surface preparation.

SECTION 09 97 13.24.12

**EXTERIOR STEEL COATING – TWO COAT FLUOROPOLYMER
POLYURETHANE OVERCOAT**

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Painting on the exterior sidewall – Blazer tank.

1.02 REFERENCES

A. SSPC and NACE Standards:

- 1. PA1 – Paint Application.
- 2. PA2 – Measurements and Calibration.
- 3. NACE RP 0178 Surface Finish Requirements.

1.03 WORK INCLUDED

- A. Application of a two (2) coat fluoropolymer polyurethane system.

PART 2 – PRODUCTS

**2.01 FLUOROPOLYMER POLYURETHANE – SPOT 2 COAT OVERCOAT
SYSTEM - EXTERIOR**

- A. The coating shall be a fluoropolymer polyurethane system.
- B. Ultraviolet protection additives mixed at factory only. There will be no tinting or addition of any material other than the manufacturer's thinners.
- C. Approved suppliers and systems:

<u>Manufacturer</u>	<u>System</u>
Tnemec	1075/V700

PART 3 – EXECUTION

3.01 FLUOROPOLYMER POLYURETHANE - 2 COAT SYSTEM – EXTERIOR

- A. Apply to all prepared surfaces and appurtenances a two (2) coat fluoropolymer polyurethane system.
- B. Surface preparation and paint requirements have been previously defined in Section 09 97 13.10. Apply all coatings by brush and roller. Spray application is prohibited.

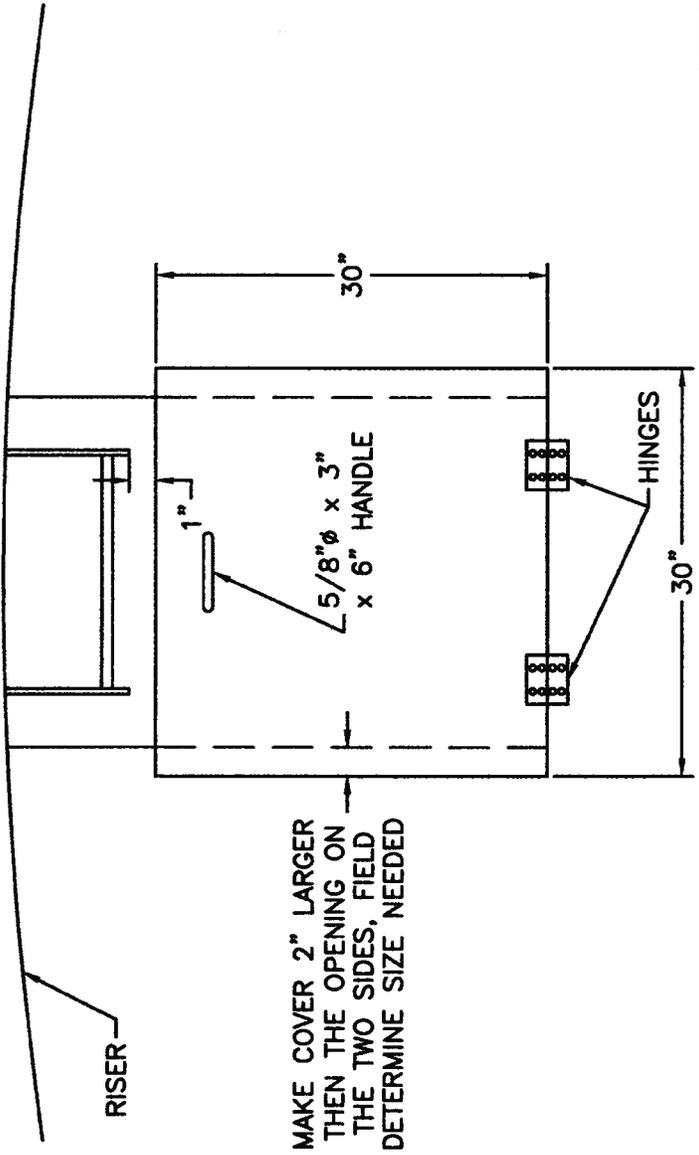
C. Apply each coat at the following rates:

<u>Coat</u>	<u>Minimum</u>	<u>Maximum</u>
	<u>D.F.T</u>	<u>D.F.T.</u>
Primer (spot)	2.0	3.0
Topcoat	<u>2.0</u>	<u>3.0</u>
Total	4.0	6.0

- D. Each full coat to be a different color from the previous coat and is to be approved by the engineer. No color bleed-through should occur if proper application rates are observed.
- E. Apply all coats in uniform color and sheen without streaks, laps, runs, sags, cloudy, or missed areas. Correct all defects before application of the successive coat.
- F. Allow a minimum of twenty-four (24) hours between coats. Additional time may be necessary if low temperatures require an increase in the necessary cure time.
- G. Repair area is estimated at 300 sq. ft. with two different topcoat colors in the repair area. The current failed area is in one location, the repairs need to be “squared off”. “Square off” touch-up areas to nearest weld seam if possible.

F. STANDARD DRAWINGS

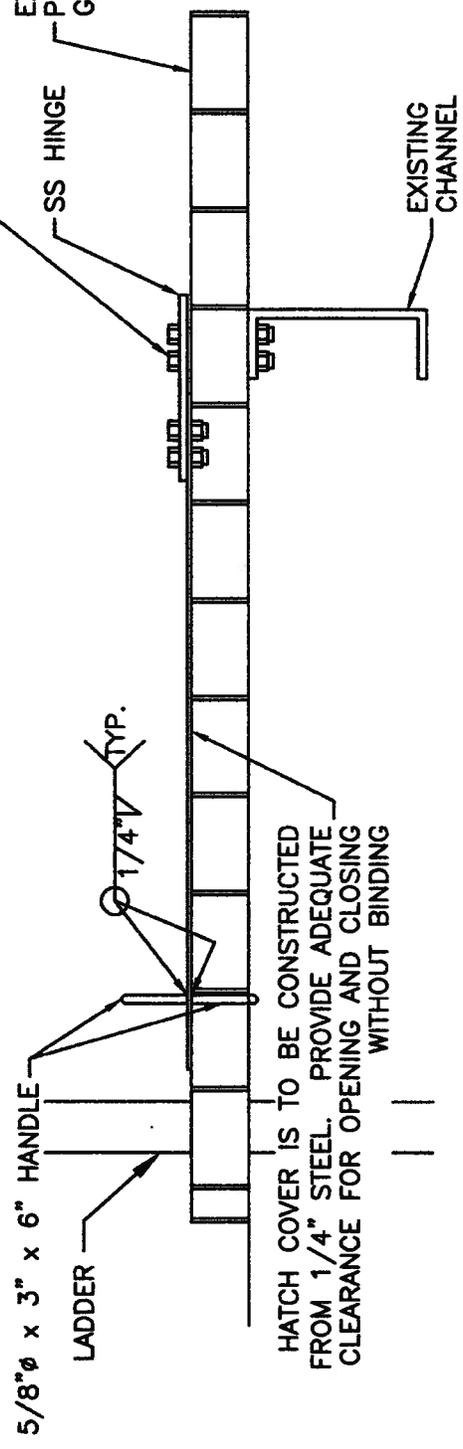
Pages 1-9



MAKE COVER 2" LARGER
THEN THE OPENING ON
THE TWO SIDES, FIELD
DETERMINE SIZE NEEDED

PLATFORM HATCH COVER

SECURE HINGES WITH 5/8" GALVANIZED STEEL BOLTS AND NUTS. USE WASHERS ON BOTH ENDS OF EACH BOLT AND NUT. BOLT TO CONNECT THROUGH THE EXISTING CHANNEL SUPPORT

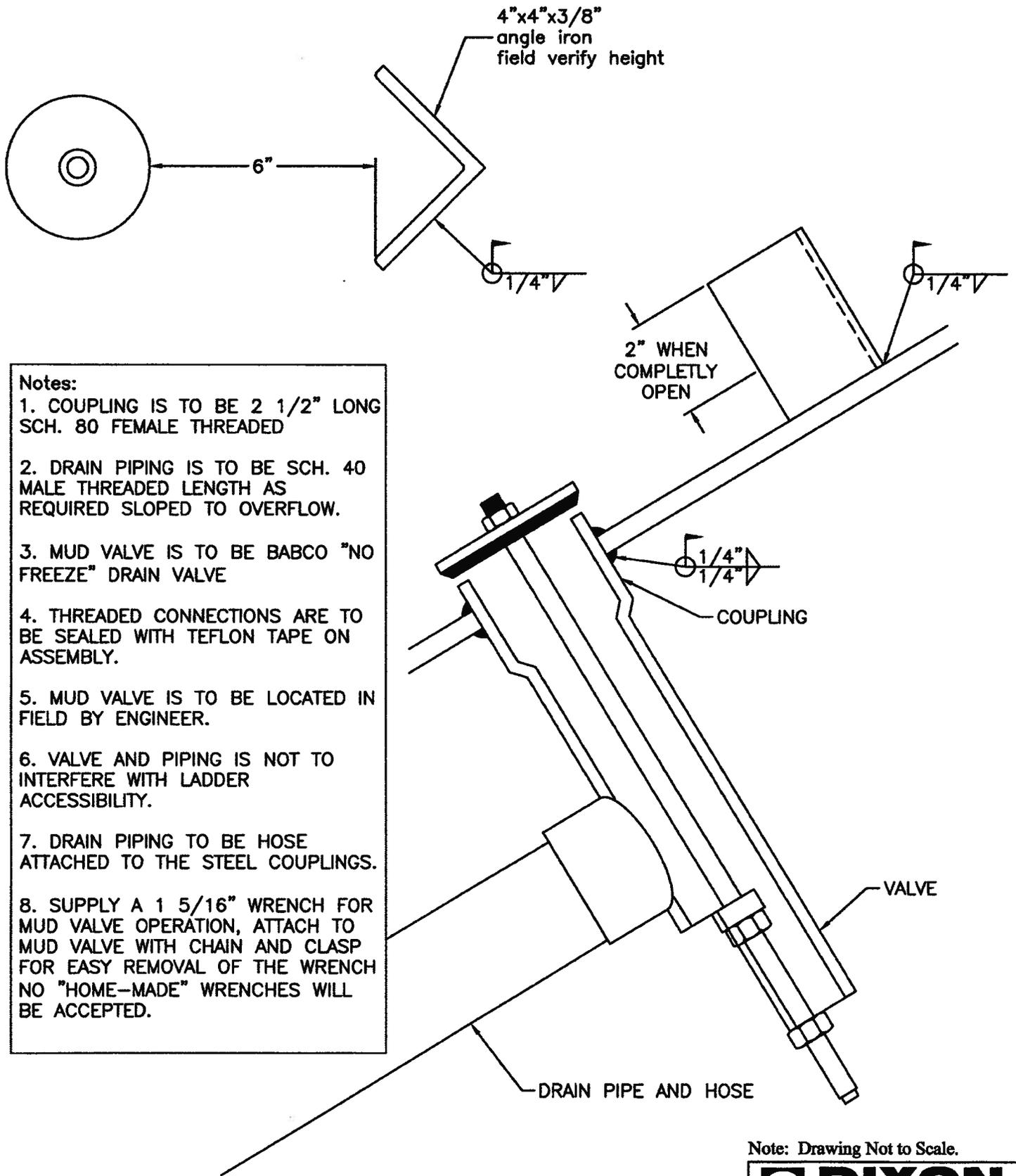


HATCH COVER IS TO BE CONSTRUCTED FROM 1/4" STEEL. PROVIDE ADEQUATE CLEARANCE FOR OPENING AND CLOSING WITHOUT BINDING

Note: Drawing Not to Scale.



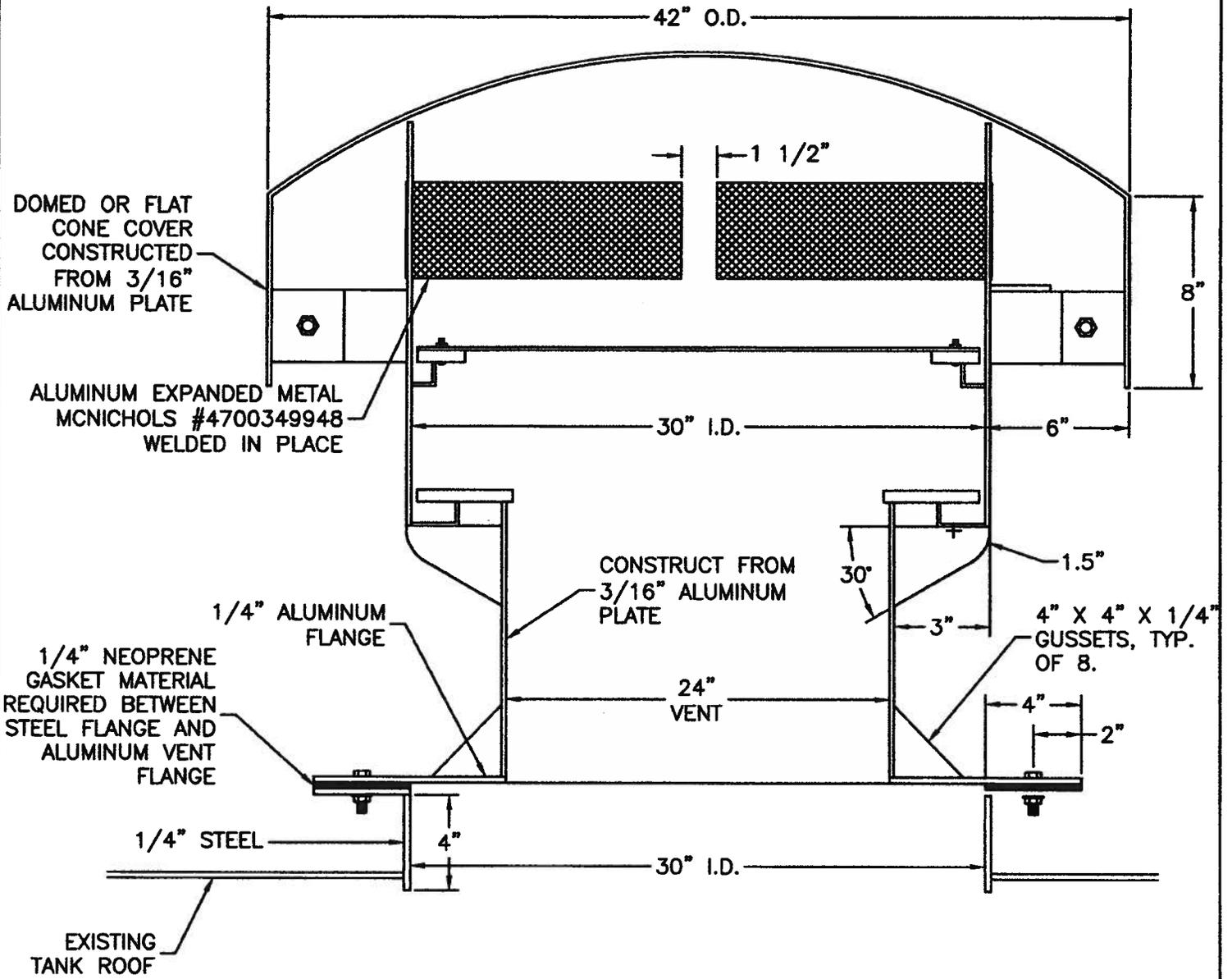
Dublin, OH 2,000,000 Avery	
Platform Hatch	
File Name: sqpartial_hatch.dwg	
Drawn By: TMF	Date: 03/26/14
Checked By: IMG	DWG: 01



- Notes:**
1. COUPLING IS TO BE 2 1/2" LONG SCH. 80 FEMALE THREADED
 2. DRAIN PIPING IS TO BE SCH. 40 MALE THREADED LENGTH AS REQUIRED SLOPED TO OVERFLOW.
 3. MUD VALVE IS TO BE BABCO "NO FREEZE" DRAIN VALVE
 4. THREADED CONNECTIONS ARE TO BE SEALED WITH TEFLON TAPE ON ASSEMBLY.
 5. MUD VALVE IS TO BE LOCATED IN FIELD BY ENGINEER.
 6. VALVE AND PIPING IS NOT TO INTERFERE WITH LADDER ACCESSIBILITY.
 7. DRAIN PIPING TO BE HOSE ATTACHED TO THE STEEL COUPLINGS.
 8. SUPPLY A 1 5/16" WRENCH FOR MUD VALVE OPERATION, ATTACH TO MUD VALVE WITH CHAIN AND CLASP FOR EASY REMOVAL OF THE WRENCH NO "HOME-MADE" WRENCHES WILL BE ACCEPTED.

Note: Drawing Not to Scale.

Dublin, OH 2,000,000 Avery	
Mud Valve	
File Name: bowlbabcovalve.dwg	
Drawn By: TMF	Date: 03/26/14
Checked By: IMG	DWG: 02



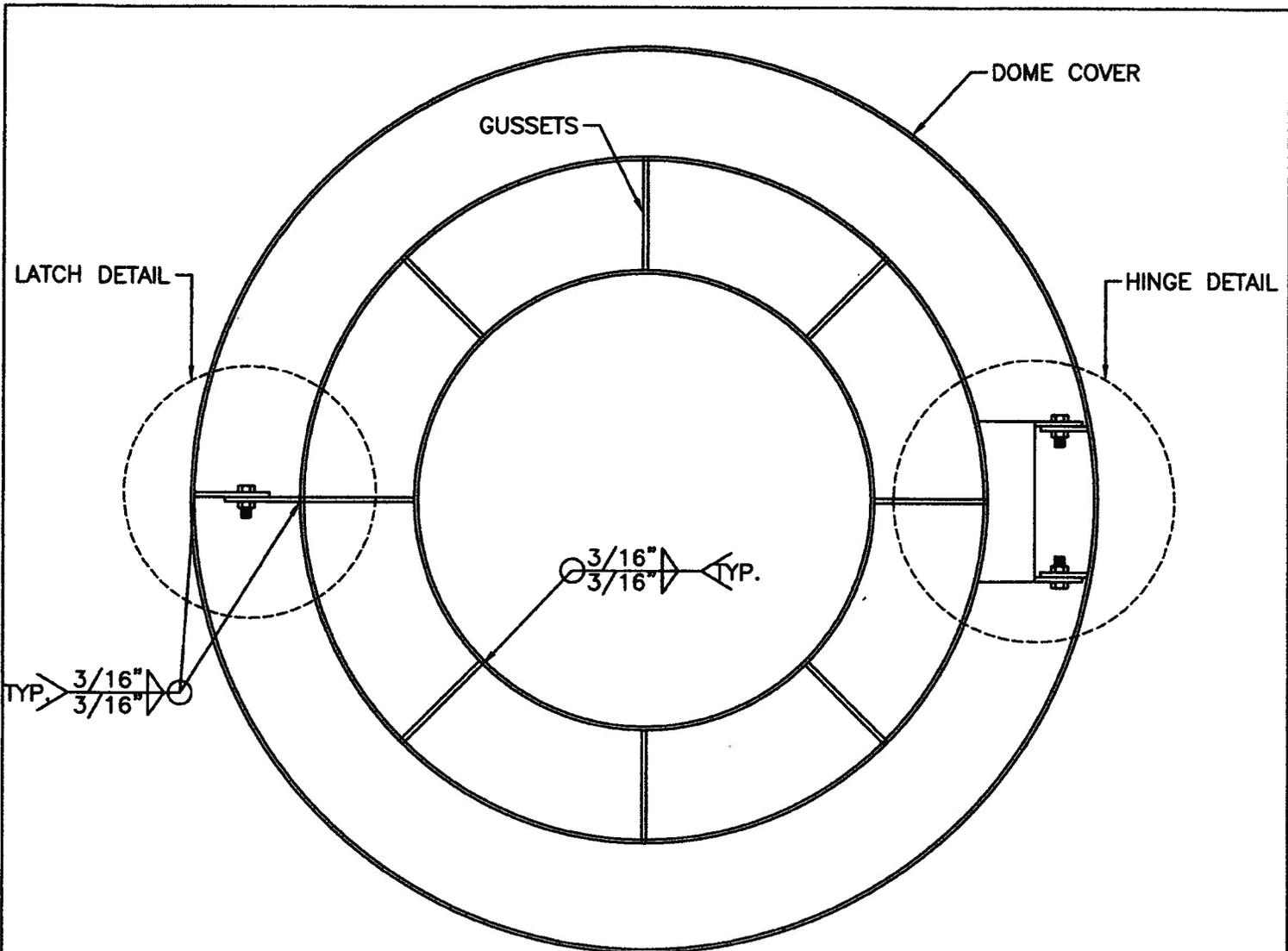
ALUMINUM FROST FREE ROOF VENT w/ PAINTER'S HATCH



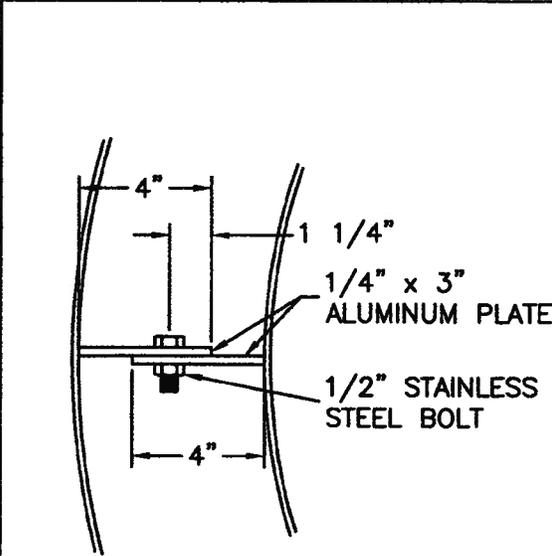
ISO VIEW

Note: Drawing Not to Scale.

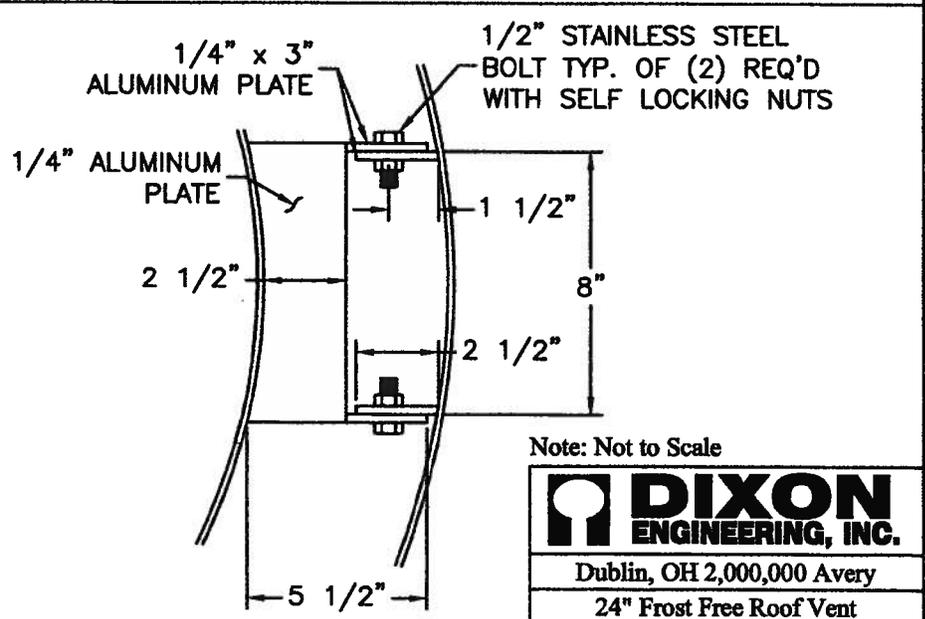
DIXON ENGINEERING, INC.	
Dublin, OH 2,000,000 Avery	
24" Frost Free Roof Vent w/ Painter's Hatch	
File Name: 03a vent.dwg	
Drawn By: TMF	Date: 03/26/14
Checked By: IMG	DWG: 03a



PLAN VIEW



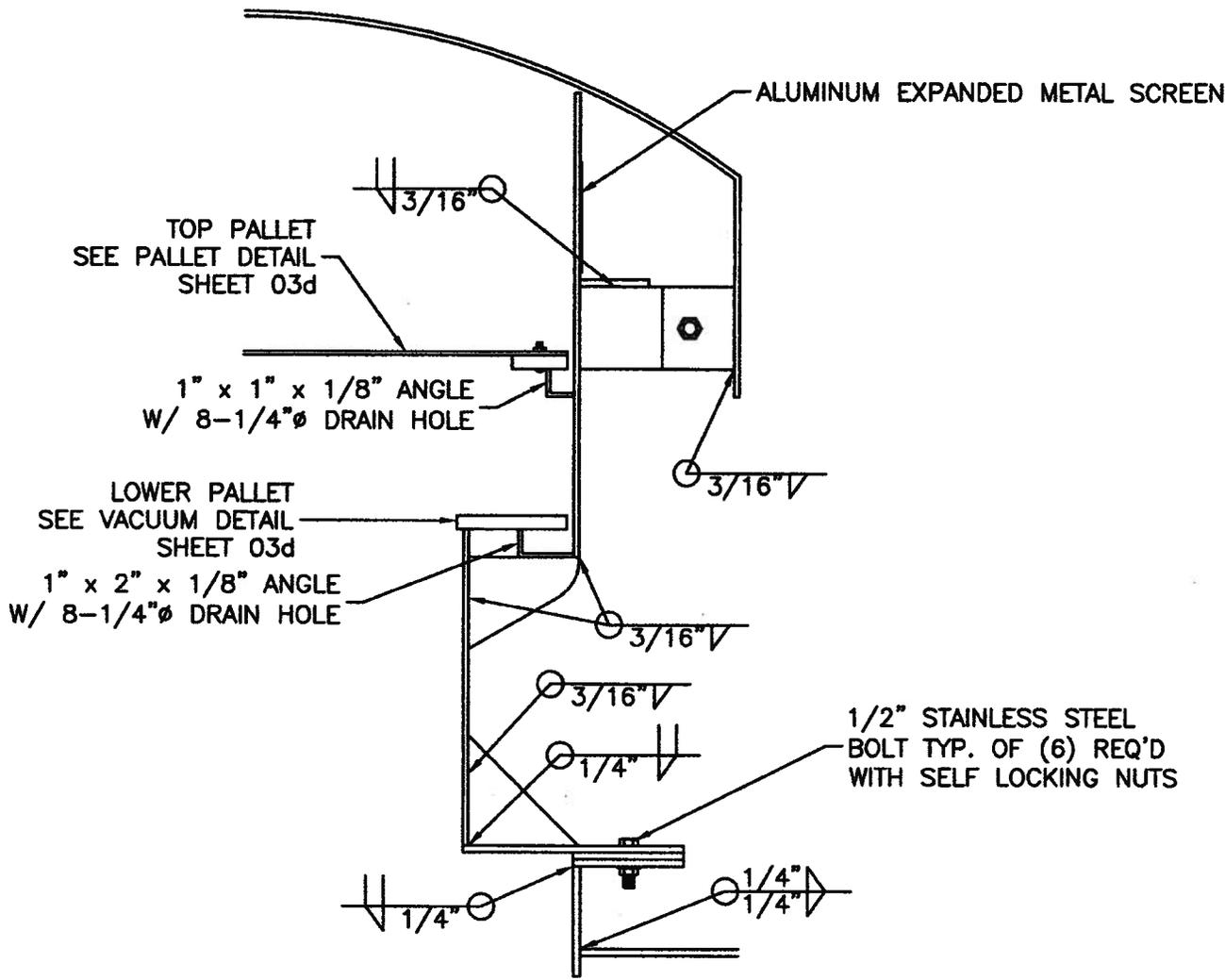
LATCH DETAIL



HINGE DETAIL

Note: Not to Scale

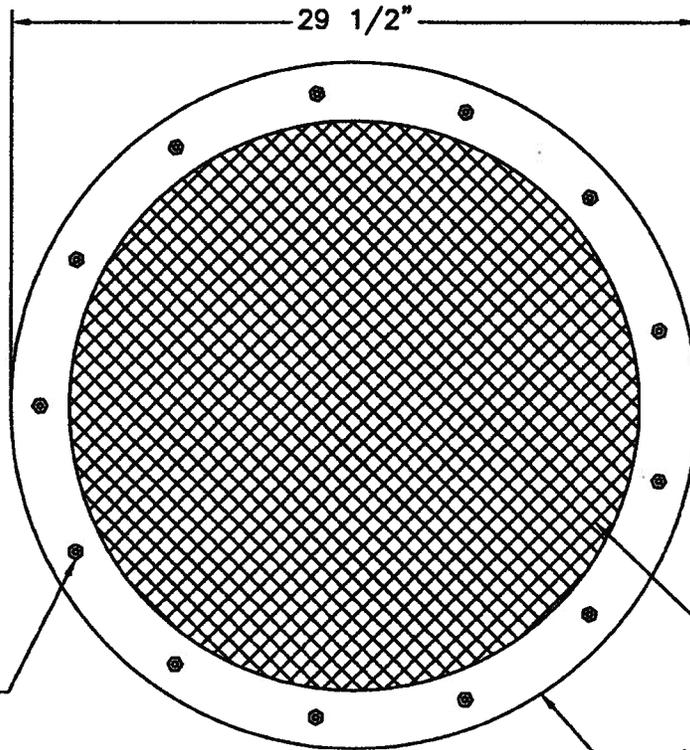
DIXON ENGINEERING, INC.	
Dublin, OH 2,000,000 Avery	
24" Frost Free Roof Vent	
File Name: 03b vent.dwg	
Drawn By: TMF	Date: 03/26/14
Checked By: IMG	DWG: 03b



WELDING DETAIL

Note: Not to Scale

Dublin, OH 2,000,000 Avery	
24" Frost Free Roof Vent	
File Name: 03c vent.dwg	
Drawn By: TMF	Date: 03/26/14
Checked By: IMG	DWG: 03c

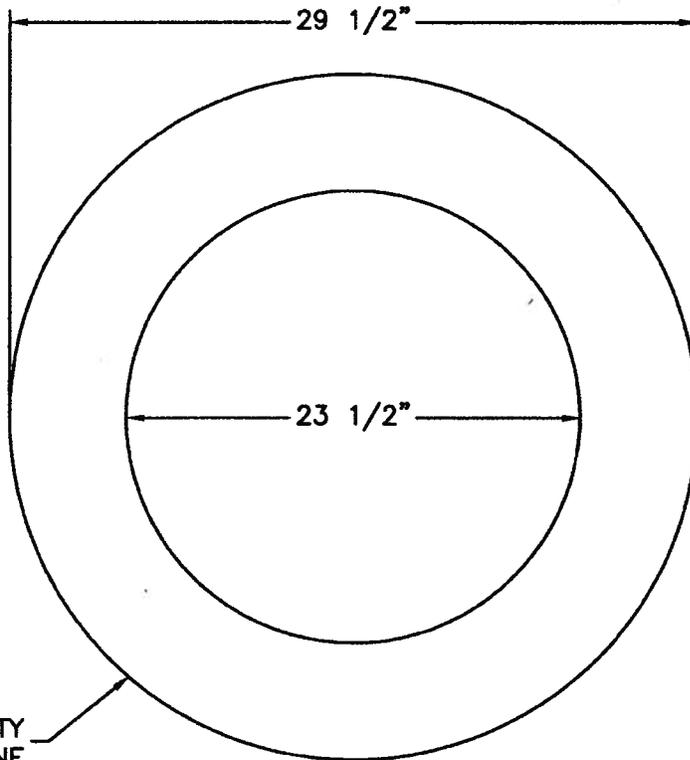


3/16" STAINLESS STEEL
BOLTS W/NUTS. 4"-6"
O.C. MAINTAIN UNIFORM
DISTANCE

HEAVY DUTY FIBERGLASS
SCREEN 18 X 14 MESH
0.013 DIAMETER

1/2" X 2" WIDE HIGH DENSITY
POLYTHELENE TYPICAL OF
TWO SECTION, SCREEN TO
BE SANDWICHED BETWEEN
THE TWO RINGS

TOP PALLET



1/2" HIGH DENSITY
POLYTHELENE

VACUUM PALLET

Note: Drawing Not to Scale.



Dublin, OH 2,000,000 Avery

24" Frost Free Roof Vent

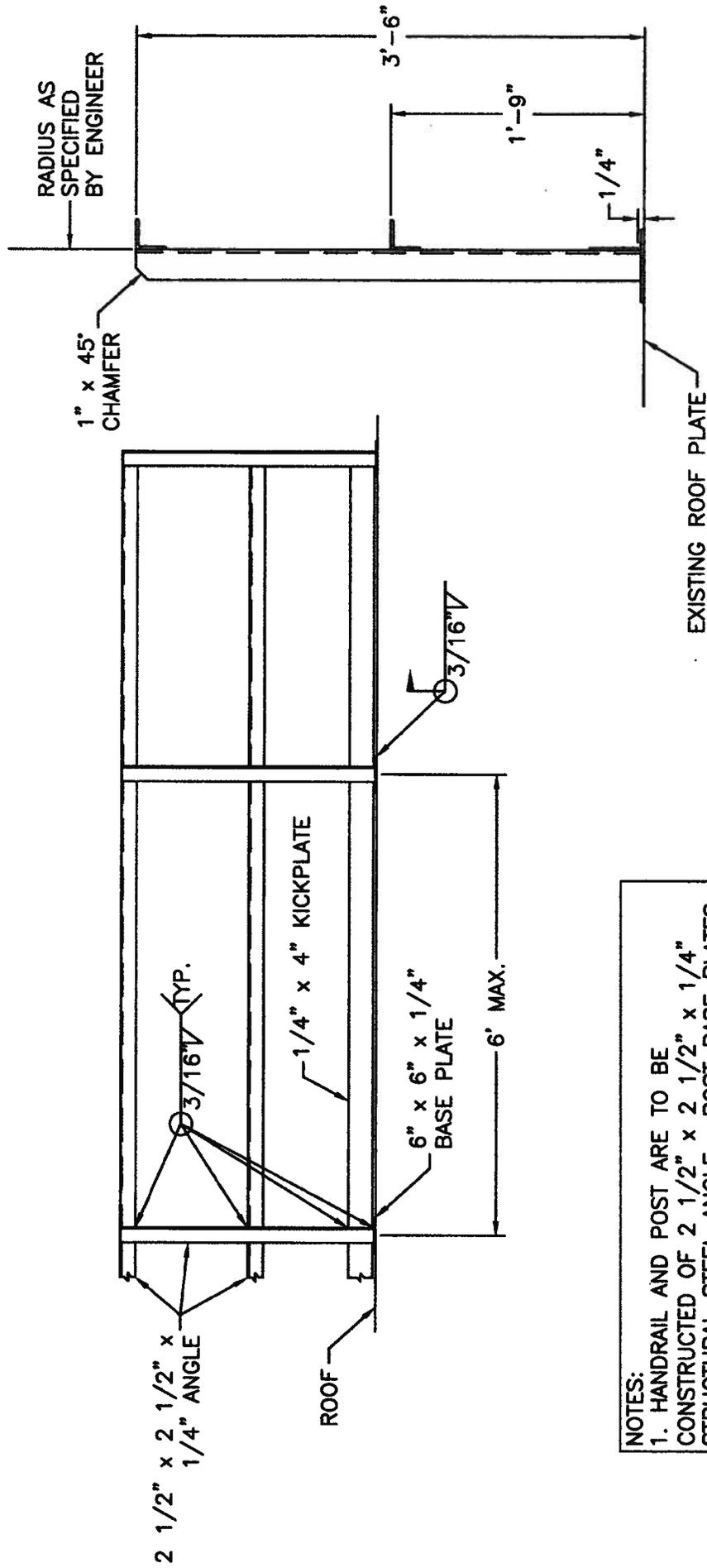
File Name: 03d vent.dwg

Drawn By: TMF

Date: 03/26/14

Checked By: IMG

DWG: 03d



RADIUS AS SPECIFIED BY ENGINEER

1" x 45° CHAMFER

2 1/2" x 2 1/2" x 1/4" ANGLE

3/16" TYP.

1/4" x 4" KICKPLATE

6" x 6" x 1/4" BASE PLATE

6' MAX.

3/16"

3'-6"

1'-9"

1/4"

EXISTING ROOF PLATE

ROOF

NOTES:
 1. HANDRAIL AND POST ARE TO BE CONSTRUCTED OF 2 1/2" x 2 1/2" x 1/4" STRUCTURAL STEEL ANGLE. POST BASE PLATES SHALL BE 6" x 6" x 1/4" STEEL PLATE. MIDRAIL SHALL BE 2 1/2" x 2 1/2" x 1/4" STRUCTURAL STEEL ANGLE. ALL WELDS SHALL BE 3/16" CONTINUOUS FILLET WELDS; ALL AROUND.
 2. SPACING BETWEEN MOUNTING PADS SHALL NOT EXCEED 6'. IT MAY BE NECESSARY TO USE MORE THAN THE NUMBER OF PADS SHOWN.
 3. CONSTRUCT THE HANDRAIL IN THE SHOP THEN MODIFY IN THE FIELD.

Note: Drawing Not to Scale.



Dublin, OH 2,000,000 Avery	
Roof Handrail	
File Name: handrail.dwg	
Drawn By: IMF	Date: 03/26/14
Checked By: IMG	DWG: 04a

HANDRAIL

G. SCOPE OF WORK

AVERY ROAD WATER TANK – WET INTERIOR REPAINT AND MISCELLANEOUS REPAIRS
BLAZER PARKWAY WATER TANK – EXTERIOR STEEL COATING REPAIR

IV. OWNER COMPLETED FORMS

A. OWNER EXECUTION CHECKLIST

The following list highlights and serves as a reminder of actions required to execute the Contract with the selected bidder.

Notice of Award

- Complete the form once bidder selected
- Mail form to bidder
- Collect acceptance from bidder

Notice of Award to Surety and Surety's Agent

- Complete the form once bidder selected
- Send the bond to legal counsel for double-check of validity
- Send notice form to Surety and Agent at the addresses listed on the Bond form

Bid Tabulation Sheet

- If Prevailing Wage applies, ensure that the Bid Tabulation Sheet is completed and in your Project file

Prevailing Wage

- Check the date of the Determination Letter included with the Contract Documents. If it has expired, issue new prevailing wage rates to the Contractor.

Owner/Contractor Agreement

- Have the Contractor sign the Agreement
- Have the Law Director review and sign the Agreement
- Have the Fiscal officer sign the Agreement
- Have the CITY OF DUBLIN representative sign the Agreement

Notice of Commencement

- Complete the Notice of Commencement form and put it in the Project file
- Must produce it if requested but no filing requirement

Notice to Proceed

- Issue the Notice to Proceed

Bidder's and Subcontractors' Certificate(s) of Licensure

- If applicable, Collect from Bidder if not submitted with Bid

B. NOTICE OF AWARD TO BIDDER

Date: _____

PROJECT: AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK - COATING REPAIR PROJECT

The CITY OF DUBLIN (Owner) has considered the Bid submitted by you for the above-described work in response to the Legal Notice dated April 17, 2014.

You are hereby notified that your Bid has been accepted for items in the amount of \$.

You are required by the Instructions to Bidders to execute the Contract and furnish the required documents within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Contract within ten (10) days from the date of this notice, Owner may—at its discretion—exercise its rights with respect to your Bid guaranty and be entitled to such other rights as may be granted by Law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 2014.

Sincerely,

Paul A. Hammersmith P.E.
Director of Engineering / City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

Bidder _____

This _____ day of _____, 2014

By: _____

Title: _____

C. NOTICE OF AWARD TO SURETY AND SURETY'S AGENT

(Surety)

(Address)

(City/State/Zip)

(Surety's Agent)

(Address)

(City/State/Zip)

Date: _____

SENT BY REGULAR U.S. MAIL

RE: NOTICE OF AWARD OF CONTRACT

To Whom It May Concern:

You are notified that your principal, _____, has been awarded a contract for the CITY OF DUBLIN, AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK - COATING REPAIR project, in the amount of \$_____ by the CITY OF DUBLIN, OHIO.

Sincerely,

Paul A. Hammersmith P.E.
Director of Engineering / City Engineer

D. NOTICE TO PROCEED

To:

Date: _____

Project: AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK - COATING REPAIR PROJECT

Owner: CITY OF DUBLIN, OHIO
5200 Emerald Parkway, Dublin, Ohio 43017

You are hereby notified to commence Work in accordance with the City/Contractor Agreement dated _____, and you are to complete the Work in the time required by the Contract Documents. Within ten (10) days from this Notice to Proceed date, you will begin physical, on-site improvements. You are required to return an acknowledged copy of this Notice to Proceed, to the Owner, indicating Acceptance of this Notice to Proceed.

Paul A. Hammersmith P.E.
Director of Engineering / City Engineer

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____, this the day of _____, 2014.

By: _____

Title: _____

E. NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT (O.R.C. §1311.252)

NOTICE IS HEREBY GIVEN OF THE COMMENCEMENT OF A PUBLIC IMPROVEMENT AS FOLLOWS:

1. The public improvement is identified as the CITY OF DUBLIN, AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK - COATING REPAIR project located at 7401 Avery Road and 5750 Paul Blazer Parkway.

2. The public authority and Owner responsible for the public improvement is the CITY OF DUBLIN, Ohio, 5200 Emerald Parkway, Dublin, Ohio 43017 .

3. The principal contractor(s) for the public improvement are as follows:

, .

4. The date the CITY OF DUBLIN first executed a contract with a principal contractor for this public improvement is .

5. The name and address of the representative for the CITY OF DUBLIN upon whom service may be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is Paul A. Hammersmith P.E., Director of Engineering / City Engineer for the CITY OF DUBLIN, OHIO, 5800 Shier-Rings Road, Dublin, Ohio 43016.

The foregoing instrument was acknowledged before me this _____, day of _____, 20____ by Paul A. Hammersmith P.E., Director of Engineering / City Engineer for the CITY OF DUBLIN, OHIO.

Signature and Seal of person taking acknowledgement:

V. ADDITIONAL PROJECT FORMS

A. PAYROLL INFORMATION

PROJECT: AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK - COATING REPAIR

I, _____ (Name),
_____ (Title) of _____
(Company Name), state the following:

1. That I pay or supervise the payment of the persons employed by _____ (Company Name) on the above-referenced project.

2. That during the payroll period commencing on the _____ day of _____, 2014, and ending on the _____ day of _____, 2014, all persons employed on said project have been paid the full weekly wages earned; that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor/Subcontractor) from the full weekly wages earned by such persons; and that no deductions have been made either directly or indirectly from the full wages earned by such persons, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

3. That any payrolls otherwise under this Agreement for Construction (the "Agreement") required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in the specifications as supplied by the Department of Industrial Relations or any wage determination incorporated into the Agreement; and that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

4. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the Ohio Apprenticeship Council.

5. That (check applicable box):

- a. WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS:

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits listed in the Agreement have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4 below.

b. WHERE FRINGE BENEFITS ARE PAID IN CASH:

Each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll, and amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the Agreement, except as noted in Section 4 below.

c. Exceptions:

Exception (Craft):

Explanation:

_____	_____
_____	_____
_____	_____
_____	_____

Remarks:

(Signature)

(Print Name and Title)

The willful falsification of any of the above statements may subject the Contractor or Subcontractor to fines as described in Section 4115.99 of the O.R.C.

B. FINAL AFFIDAVIT OF COMPLIANCE WITH PREVAILING WAGES

PROJECT: AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK - COATING REPAIR

STATE OF _____

COUNTY OF _____, SS:

I, _____, (Name of person signing the affidavit) _____ (Title) do hereby certify that the wages paid to all employees of _____ (Company Name) for all hours worked on project the CITY OF DUBLIN AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK - COATING REPAIR Project located at 7401 Avery Road and 5750 Paul Blazer Parkway during the period from _____ to _____ are in compliance with the Prevailing Wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

(Signature of Affiant)

(Print Name)

Sworn to and subscribed in my presence this _____ day of _____, 2014.

Notary Public

The above affidavit must be executed and sworn to by the officer or agent or the Contractor/Subcontractor who supervised the payment of employees, before the CITY OF DUBLIN, Ohio will release the surety and/or make final payment due under the terms of the Agreement.

C. CONTRACTOR’S LIEN WAIVER AND RELEASE AGREEMENT

Project: AVERY ROAD WATER TANK - WET INTERIOR REPAINT & BLAZER PARKWAY WATER TANK - COATING REPAIR

The undersigned hereby acknowledges receipt of payment from the City for all Work on the Project through the date of its prior Application for Payment. The undersigned acknowledges and agrees that the terms in this Agreement shall have the same meaning as in the Contract Documents for the Project.

In return for said payment, and/or pursuant to certain contractual obligations of the undersigned, the undersigned hereby waives and releases any rights it has or may have through the date of its last Application for Payment to any and all Claims and liens related to the Project, including without limitation: Claims of payment, mechanic’s liens, liens against funds, surety bond Claims, and Claims for breach of contract or unjust enrichment. The sole exception to this waiver and release is for any Claims the undersigned has made by properly and timely submitting a Claim as required by the Contract Documents. The undersigned acknowledges and agrees that this wavier and release is intended to be a comprehensive release of all Claims and liens related to the Project, including without limitation all Claims against the City, and the employees, board members, agents and representatives of any of the foregoing persons. The undersigned further certifies that this Agreement covers Claims and liens by all persons with which it did business related to the Project, including without limitation subcontractors and suppliers, through the date of its last Application for Payment. The undersigned represents that all such persons have signed an agreement in the form of this Agreement releasing any and all Claims and liens related to the Project, except for any Claims made by properly and timely submitting a Claim as required by the Contract Documents, a copy of which has been delivered to the City. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation, or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

This Agreement is for the benefit of, and may be relied upon by the City. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, work or improvement, and real property from any and all Claims, or liens that are or should have been released in accordance with this Agreement.

Contractor Name: _____

Authorized Signature: _____

Title: _____

The foregoing instrument was acknowledged before me this _____, day of _____, 20____ by _____.

Signature and Seal of person taking acknowledgement:

VI. PLANS/DRAWINGS

Plans and Drawing are available at <http://www.dublin.oh.us/business/bids> when downloading the project documents on line. If you purchase a hard copy of the project documents the plans and drawings will be on the CD included in the Bid Document and 11 X 17 printed copy as well.