



REQUEST FOR PROPOSAL

CLIFFDALE ROAD 1 MG ELEVATED WATER TANK:
INTERIOR RE-PAINT



Prepared By

Fayetteville Public Works Commission
Water Resources Engineering Department

MARCH 2022

**FAYETTEVILLE PUBLIC WORKS COMMISSION
FAYETTEVILLE, NORTH CAROLINA**

**CLIFFDALE ROAD 1 MG ELEVATED WATER TANK:
INTERIOR RE-PAINT**

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REQUEST FOR PROPOSAL

**CLIFFDALE ROAD 1 MG ELEVATED WATER TANK:
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FAYETTEVILLE PUBLIC WORKS COMMISSION

INSTRUCTION TO BIDDERS

A. Scope of Work

Pursuant to North Carolina General Statutes (N.C.G.S.) §143-131, the Fayetteville Public Works Commission (“PWC”) is currently seeking qualified contractors to furnish all materials, labor, equipment, mobilization and incidentals required for surface preparation and re-painting the interior of the water tank designated below (the “Project”):

<u>Elevated Tanks</u>	<u>Capacity</u>	<u>Address</u>
Cliffdale Road	1.0 MG	601 Castle Rising Road

Bidders should refer to the attached Contract Drawings and Technical Specifications for a detailed description of the project scope of work.

All work shall be done in accordance with the terms and conditions outlined in the Contract Documents and subject to final approval and acceptance by PWC.

B. Bid Proposal

Prospective bidders must complete the enclosed bid proposal in full, sign and date where indicated, and return the completed proposal to PWC. All proposals shall be sealed in an envelope and addressed to:

Fayetteville Public Works Commission
Attention: Nikole Bohannon, Procurement Advisor
955 Old Wilmington Road
Fayetteville, NC 28301

Bidders are required to submit the following in order for a bid be considered responsive:

- **BASE BID COATING SYSTEM:** Bidders must provide a lump sum bid for a two-coat, two-component epoxy coating system.
- **ALTERNATE BID #1 COATING SYSTEM, ALTERNATE BID #2 COATING**

SYSTEM and ALTERNATE BID #3 COATING SYSTEM: Bidders must provide a lump sum bid for at least one of the three alternates offered for a three-coat system consisting of an organic zinc-rich primer, intermediate coat and finish coat of two-component epoxy. The provision of bids for any two or all three of these alternates is optional, at the bidder's discretion.

- **ALTERNATE BID #4: TANK EXTERIOR REPAIRS / RE-COATING:** Bidders must provide a lump sum cost for Alternate Bid #4 addressing removal of the abandoned 24-post inner corral on the crown of the tank to include repairs and re-coating any exterior surfaces damaged by removal of the corral.

A non-mandatory Pre-bid Meeting will be held in Room 107 of the PWC Administration Building, 955 Old Wilmington Road, Fayetteville, NC at **2:00 pm on Wednesday, April 13, 2022.**

All proposals must be received by **5:00 pm, Friday, April 22, 2022,** in order to be considered by PWC. Late bids will not be considered and will be returned to the Bidder unopened. This is an informal bid; therefore, there will be no formal bid opening. Bids will be opened the next business day .

Bids will be examined promptly after opening and an award will be made at the earliest possible date. The successful bidder will be likewise notified in writing at the earliest possible date after the bid opening. All questions regarding this project shall be submitted in writing to Nikole Bohannon, Procurement Advisor, by e-mail to nikole.bohannon@faypwc.com. All questions shall be submitted no later than **5:00 p.m., Friday, April 15, 2022,** in order to be considered. Oral explanations and interpretations made prior to bid opening shall not be binding on PWC.

PWC will provide all bidders with the questions and answers submitted by bidders. If the questions result in revisions to the plans and/or this Request for Proposal, an addendum will be issued. It is anticipated that the responses to the questions and any necessary addendum will be issued on or before **Wednesday, April 20, 2022.**

Bidders are expressly prohibited from contacting any Fayetteville Public Works Commission official or employee associated with this Request for Proposal, except as noted above. Violation of this prohibition is grounds for the immediate disqualification of the bidder.

General Conditions

- a. Capitalized terms shall have the meaning ascribed herein or as set forth in the Construction Agreement.
- b. Award of Contract – PWC will prepare a Construction Agreement (“Contract” or “Agreement”) to be executed by the successful bidder (also referred to as the “Contractor”), in the bid amount. Prior to beginning work, the successful bidder shall furnish the appropriate bonds and insurance certificates to PWC’s Procurement Department within ten (10) calendar days of receipt of the Notice of Award. If the successful bidder fails to provide such requested information within this time, PWC reserves the right to cancel the Award of Contract and proceed with awarding the contract to the next lowest, responsible bidder. PWC, if deemed advisable in the interest of PWC, may, in its discretion, extend the ten (10) day period.
- c. PWC will issue a written Notice to Proceed to the Contractor upon receipt of the Contractor’s bonds and insurance information and after the Construction Agreement is executed by PWC and the Contractor.
- d. PWC reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional bids. Also, PWC reserves the right to request additional information from any bidders for evaluation purposes. Failure or refusal to furnish additional information as requested by PWC may result in rejection of the bid.
- e. PWC reserves the right to request tests on any or all materials and workmanship by a certified testing firm. Initial tests shall be completed at the expense of PWC. Re-inspections and re-testing required due to failure of previous tests shall be at the Contractor’s sole cost and expense.
- f. All prices submitted by a bidder in its bid shall be firm against any increase for the contract period.
- g. All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they are deemed to be included in the contract the same as though herein.
- h. PWC reserves the right to delete any single item or combination of items from the successful bidder’s proposal.

- i. All work required on the plans, specified herein or as directed by PWC in the field to satisfactorily complete the above project is the Contractor's responsibility. The Contractor shall be responsible for performing any excavation and grading, furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the work, and for leaving the site in a neat and satisfactory condition.
- j. Payment shall be monthly estimates approved by the Project Engineer, Fleming & Associates, P.A., on the work completed. The Contractor shall review all pay application quantities with Fleming's representative prior to submitting an official application for payment. The monthly estimates shall be based on the work completed as of the last Friday of the month.
- k. PWC will make monthly payments to the Contractor on the basis of a duly certified and approved estimate for the work performed during the preceding month under the Contract.
- l. The Contractor shall commence work to be performed under this agreement on a date specified in a written Notice to Proceed from PWC and shall fully complete all work hereunder within **60** consecutive calendar days from said date.
- m. Statutory Requirements for Contracting with PWC:
 - LICENSING: The Contractor shall be licensed as a North Carolina Public Utilities Contractor, Unlimited, pursuant to N.C.G.S. Chapter 87.

C. Insurance

The insurance required for this contract is as follows:

- (a) Commercial General Liability ISO #CG 00 01 10 93: The Contractor shall take out and maintain during the life of this contract commercial general liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed.
- (b) Automobile Liability ISO #CA 00 01 12 93: The Contractor shall take out and maintain during the life of this contract automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage from owned, non-owned, and hired automobiles.
- (c) Workers' Compensation and Employers' Liability Insurance: The Contractor shall take out and maintain during the life of this contract workers' compensation

insurance as required by the laws of the State of North Carolina and Employers' Liability with limits of \$100,000 each accident, \$500,000 policy limit and \$100,000 each employee for all employees employed on the project. In case any employee(s) engaged in work under this contract is or are not protected under the Workers' Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected.

- (d) **Property Insurance:** If contracted to construct a building, the Contractor shall purchase and maintain "Builder's Risk" insurance. This insurance shall include the interests of the Fayetteville Public Works Commission, the Contractor and Subcontractors and shall be written on a one hundred percent (100%) completed value basis (full value as of the date that all construction is finished and includes the Contractor's total cost plus profit), and to remain in force until the project is completed and accepted by the Fayetteville Public Works Commission. Regardless of the nature of the work to be performed, coverage must also be provided for the theft or damage of building materials and supplies, which are not permanently attached and stored on site for any period of time. This coverage shall be an "Installation Floater," and where no building construction is involved, the amount of the coverage shall equal the value of the materials stored on site.

It is the responsibility of the Contractor to inform the policy provider of any and all change orders which increase the building's value. Any penalties or losses incurred due to the Contractor's failure to adequately ensure the building during construction will be the Contractor's responsibility.

- (e) **Owner's and Contractor's Protective Liability I.S.O. #CG 00 09 10 93:** The Contractor shall secure and maintain during the life of the contract, an Owner's and Contractor's Protective Liability insurance policy for the Fayetteville Public Works Commission, with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.

Acceptability of Insurance

All insurance policies shall be written by insurers licensed to do business in North Carolina. It is realized that certain business activities may not be readily insurable by admitted carriers. If insurance is written by non-admitted carriers whose names appear on the current listing of approved and non-admitted carriers prepared by the North Carolina Department of Insurance, such carriers will be favorably considered assuming they meet all other requirements. Non-admitted carriers should be so identified on the Certificate of Insurance form. Non-admitted carriers must be approved in writing by PWC. PWC reserves the right to reject any and all certificates or policies issued by insurers with a Best's rating less than A.

Other Provisions:

- (1) Any deductible or self-insured retention must be declared to and approved by PWC.

- (2) The policies are to contain, or be endorsed to contain, the following provisions:
 - (a) Commercial General Liability Coverage
 - 1) The Fayetteville Public Works Commission, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Fayetteville Public Works Commission, its officials, employees or volunteers.
 - 2) The Contractor's insurance coverage shall be primary insurance as respects the Fayetteville Public Works Commission, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Fayetteville Public Works Commission, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - 3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (b) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to:

Fayetteville Public Works Commission
Attn: Trent Ensley, Procurement Manager
P.O. Box 1089

Fayetteville, NC 28302-1089

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Fayetteville Public Works Commission, its officials, employees, and volunteers. In the event the Fayetteville Public Works Commission is damaged by the failure of the Contractor to maintain such insurance and to so notify the Fayetteville Public Works Commission, the Contractor shall bear all reasonable costs properly attributable thereto.

(c) Subcontractors

Contractor shall include all subcontractors as insurers under its policies OR shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(d) No Waiver of Immunity

Any insurance coverage required by the terms of this contract shall not be deemed a contract of insurance purchased by the Fayetteville Public Works Commission nor a waiver of the Fayetteville Public Works Commission's immunity pursuant to NCGS 160A-485.

D. Performance and Payment Bonds

- a. The Contractor, at the time of the execution of the Contract shall be required to furnish a Performance Bond and a Payment Bond in an amount equal to at least one-hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and as security for the payment of all persons performing labor and furnishing materials and equipment in connection with this Contract in accordance with N.C.G.S. Chapter 44A, Article 3.
- b. The corporate surety furnishing the bonds shall be authorized to do business in the state of North Carolina and shall be acceptable to PWC. All contract payment bonds, and contract performance bonds shall be executed on "Performance Bond" and "Payment Bond" forms provided in this Proposal and be countersigned by a regularly authorized agent of the corporate surety who is resident in North Carolina and who is licensed by the North Carolina Department of Insurance.

- c. In all Performance and Payment Bonds, the provision that no suit, action, or proceeding by reason of any default whatsoever shall be brought on this Bond after a specified number of months shall be fixed at twelve (12) months. The face value of the Bond shall be one-hundred percent (100%) of the Contract price for a period of twelve (12) months following the day when the last of the labor was performed, or equipment was furnished, or final settlement was made with the Contractor, whichever occurs last.

E. Project Specifications

The attached Technical Specifications prepared by Fleming & Associates, P.A. are hereby incorporated into the Contract Documents. All other standard specifications and details referenced throughout the Contract Documents shall be incorporated herein. The latest revision of those specifications and details as of bid date shall apply.

All requirements regarding water construction referenced in the Fayetteville Public Works Commission's Design Manual (most recent edition) and the standard PWC details are also hereby incorporated into the Contract. Each of these specifications and/or details is available upon request, or at the PWC website (www.faypwc.com).

F. Project Location

The Cliffdale Road 1 MG Elevated Water Tank is located at 601 Castle Rising Road, Fayetteville, NC 28301.

G. Contract Drawings

The attached Contract Drawings are hereby incorporated into these Contract Documents.

Special Conditions

These Special Conditions are intended to supplement and amplify the requirements of the Contract. Where any article or item of the Contract is modified or deleted by this section, the remaining unaltered provisions of that article, paragraph, subparagraph, or clause shall remain in effect.

1. Pre-Construction Conference: There will be a Pre-Construction conference following execution of the Agreement between PWC and the Contractor. The purpose of the conference is to discuss general project items, including, but not limited to:
 - a. Contractor's responsible person and contact information
 - b. Emergency contact information
 - c. Submittal schedule

- d. Contract issues
- e. Safety
- f. Project schedule (including Notice to Proceed)
- g. Sales Tax Certificate/Pay Applications
- h. Warranty requirements
- i. Site restoration and clean-up

2. Site Conditions

The Cliffdale elevated tank is located in close proximity to private residences. Contractor must use extreme care to avoid any overspray onto houses, buildings, and vehicles in the vicinity of the site and while performing any of the necessary work for the Project. In the event that overspray does occur, the Contractor shall furnish all materials, labor, equipment and incidentals to remove all overspray and restore the affected feature to the satisfaction of the owner and PWC. All work to remove overspray shall be at Contractor's sole cost and expense, and Contract shall indemnify, defend, and hold harmless PWC for any claims related to any overspray.

3. Climate / Temperature Conditions for Curing

PWC reserves the authority to defer the beginning of work for this project based on seasonal minimum temperatures with the intent of allowing optimal conditions for the proper curing of the coating system.

4. On-site Material Storage

PWC shall provide the Contractor adequate area for storage of paint materials inside the fence at the Cliffdale Road elevated tank site during the course of the project.

5. Miscellaneous Repairs

The Cliffdale Road 1 MG elevated tank has an abandoned 24-post inner corral located at the crown of the tank exterior. Removal of this corral to include repairs and re-coating of the tank shell, offered as Alternate Bid #4, is addressed in the Technical Specifications.

6. Customer Service

The Contractor is expected to make every effort to reduce the impact of its re-painting activities to PWC's operation and maintenance of this water storage facility. Full cooperation and coordination with PWC personnel and other contractors is expected. It is expected that the Contractor will promptly respond to any concerns voiced by PWC personnel and make every effort to immediately resolve the concerns. Providing exemplary customer service shall be incidental to the Contract, and no additional payment will be made for this service.

7. Submittals

The Contractor shall provide submittal information as called for in the project Technical Specifications attached herein.

The project Engineer, Fleming & Associates, P.A. shall review and approve, disapprove, or approve with comment the submittal within 10 business days of receipt. All notifications on the submittals will be provided to the Contractor in writing.

When the submittal is returned marked “Not Approved” or “Revised and Resubmit”, the corrections shall be made as noted thereon and as instructed by the project Engineer.

The Contractor shall accept full responsibility for the completeness of each re-submittal. The Contractor shall verify that all corrected data and additional information previously requested by the project Engineer are provided on the re-submittal.

8. Equipment and Material Storage

The Contractor may utilize the existing Cliffdale Road elevated tank site for storage of materials and equipment during the performance of the work. The Contractor shall coordinate the specific location to be used for storage with PWC to ensure that the location does not interfere with daily activities at the lift station. Upon completion of the Work, prior to releasing final payment, the Contractor shall ensure that the site is left in a neat and satisfactory condition.

9. Sanitary Provisions

The Contractor shall provide a portable restroom for its crews for the duration of the Project. The cost for this shall be included in the unit prices bid.

10. Availability

The Contractor shall be capable of providing crews as needed to complete the work without undue delay and shall begin work on the date indicated in the executed Notice to Proceed.

11. Resolving Discrepancies

The term “Contract Documents” shall have the meaning ascribed to it in the Construction Agreement. Except as may be otherwise specifically stated in the Contract Documents, the following order of precedence shall be adhered to for resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents:

- a. Any addendum issued prior to the opening of bids
- b. The Construction Agreement (also referred to as the “Agreement” or “Contract”)

- c. Special Conditions
- d. General Conditions
- e. Measurement and Payment
- f. Approved Contract Drawings
- g. Fayetteville Public Works Commission Standard Details
- h. Fayetteville Public Works Commission Technical Specifications

12. Guarantee

Refer to paragraph 3.7 WARRANTY AND TOUCH-UPS of the Technical Specifications for project Guarantee requirements.

13. Working Times

The Contractor shall limit its operations to Monday through Friday, during normal business hours. Regular working hours shall not exceed 40 hours per week, 8 hours per day (between 7:00 a.m. and 5:00 p.m.), Monday through Friday. No work is permitted on legal holidays (to include weekends). No work, unless otherwise required due to an emergency and authorized by PWC, shall be performed on weekends or after hours without prior written approval from PWC. Requests to work other than regular working hours must be submitted in writing to PWC a minimum of two (2) business days in advance in order to arrange for appropriate personnel to be at the site of the work. Requests shall only be approved if PWC determines, in its discretion, that the work is necessary in order to meet the contract completion date. The written request shall include a proposed schedule for the work to be completed.

During the course of construction, it may be necessary to complete portions of the work outside of the normal working hours, to accommodate the utility owner's operations, traffic, and/or public convenience. The Contractor, PWC, and the utility owner will determine an acceptable schedule required for work during such hours. The costs for such work shall be considered incidental to the Project and no additional payment will be made.

Legal holidays observed by PWC include New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving (2 days), and Christmas (2 days).

The Contractor shall plan its activities in order to maintain compliance with the requirements set forth in this section. Failure of the Contractor to properly plan and complete its activities within the times indicated, shall result in PWC issuing a Non-Compliance Notice.

14. Equipment

The Contractor shall utilize equipment that is perfectly adaptable for the type of construction required. All such equipment shall be of sufficient capacity to handle the work in an expeditious and safe manner. PWC reserves the right to deny the use of inadequate equipment or of equipment not capable of performing the work in an acceptable manner.

With respect to the foregoing, it is the intent of PWC to require that the Contractor be equipped to perform the work shown and specified, expeditiously and in accordance with the best modern practice.

15. Materials

All materials to be utilized to complete the work must be in new condition. Contractor shall store all materials in strict accordance with the manufacturer's directions. Materials are to be of the type and brand specified within these Contract Documents, including Technical Specifications. **No alternative or substitute materials shall be considered.**

The Contractor shall be responsible for providing all of the specified products, along with required documentation necessary for PWC to review and verify that the products specified are being used.

16. Limits of Construction

The Contractor shall confine its rehabilitation operations to the existing property controlled by PWC and titled in the name of the City of Fayetteville. The Contractor may use additional area for staging, storage or other operations, provided that written permission is obtained from PWC and any necessary property owner and all disturbed areas are restored.

17. Agreements with Property Owners

Any and all agreements between the Contractor and individual property owners for work, services, rent of staging areas, etc. located outside of any easements or public rights-of-way shall not obligate the City of Fayetteville or PWC in any manner. Prior to performing any work on private property, which could remotely infer that the Contractor is acting on behalf of PWC, the Contractor shall furnish to PWC a signed and witnessed statement executed by the property owner acknowledging that the City of Fayetteville and PWC are not liable for any agreements between the property owner and the Contractor. Additionally, the Contractor shall have the responsibility to secure any and all agreements with property owners for any actions taken by its Subcontractors.

Should the Contractor, after good faith efforts, fail to gain necessary access across private property, PWC may provide assistance. In such cases, it is the Contractor's responsibility to address any access concerns with PWC in advance of the work, so PWC

may provide assistance as necessary. PWC will work with the Contractor to provide access and coordination with the property owner, but this is not a guarantee that PWC will provide assistance at all times.

Prior to release of final payment, the Contractor shall obtain written releases from the property owners for satisfaction, completion, and restoration, including for any overspray claims. Copies of those written releases shall be submitted to PWC with the final pay application.

The Contractor bears complete responsibility for any damage to private properties outside of the tank site property and/or rights-of-way.

18. Warranty Against License Agreements

The Contractor shall warrant to PWC that the equipment used on the Contract, where covered by patents or license agreements, is furnished in accordance with such agreements and that the prices included herein cover all applicable royalties and fees in accordance with such license agreements.

19. Site Restoration

After construction is complete, the Contractor shall be responsible for restoring the site to as good as, or better than, existing conditions. All exposed areas are to be replaced with seed or sod and mulch (to include erosion control matting) to insure against erosion, in accordance with the Soil Erosion and Sedimentation Control requirements and as outlined in these Contract Documents.

20. Water

PWC will allow the Contractor to use water from PWC's existing water system. The Contractor shall utilize proper backflow prevention devices when obtaining water from PWC's system. The Contractor shall contact PWC's Environmental System Protection Department at 910-223-4699 to determine the required backflow prevention devices, and to obtain a bulk water use permit. The Contractor shall be responsible for payment of the bulk water permit fee. The Contractor shall provide documentation on the amount of water used for its operations and provide a monthly statement to PWC.

21. Final Inspection/Acceptance of Work

When the Project Coordinator, who will be identified by PWC, deems the project complete and ready for final inspection, the Project Coordinator shall notify the Project Engineer. During the final inspection any items documented shall be compiled in a final punch list and provided to the Contractor within five (5) business days. The Contractor shall be required to complete each item in the final inspection punch list within thirty

(30) calendar days of receipt. Failure to complete the punch list in that time may result in liquidated damages being assessed as set forth in the Contract Documents. The project will not be considered complete until all punch list items are completed and accepted, unless otherwise determined by the Project Engineer. All punch list items shall be completed prior to release of final payment. Once the deficiencies have been addressed to PWC's satisfaction, a final acceptance letter will be issued to the Contractor.

22. COVID-19

As North Carolina and the nation continues to deal with the COVID 19 pandemic, we must all take necessary steps to ensure the health and safety of employees, coworkers, family, friends, associates and people that we come in contact with on a daily basis. At PWC we implemented measures including requiring our employees to conduct temperature and wellness checks, wear a face covering or mask, whenever possible, maintain proper social distancing (minimum of 6 feet) and take other actions such as washing their hands, using approved sanitizer and wiping down surfaces, especially commonly shared equipment or tools. This applies to employees working in our facilities, working in public or at field sites. For firms who are under contract with PWC or working under purchase orders, those firms are expected to comply with all OSHA/EPA guidelines, CDC recommendations including any applicable North Carolina Executive Orders regarding the performance of work under COVID 19 conditions. Examples of such guidance can be found at the following:

OSHA COVID-19 Overview

<https://www.osha.gov/SLTC/covid-19/>

OSHA COVID-19 – Control and Prevention / Construction Work

[https://www.osha.gov/SLTC/covid-](https://www.osha.gov/SLTC/covid-19/construction.html#:~:text=Keep%20in%20person%20meetings%20(including,Fill%20hand%20sanitizer%20dispensers%20regularly.)

[19/construction.html#:~:text=Keep%20in%20person%20meetings%20\(including,Fill%20hand%20sanitizer%20dispensers%20regularly.](https://www.osha.gov/SLTC/covid-19/construction.html#:~:text=Keep%20in%20person%20meetings%20(including,Fill%20hand%20sanitizer%20dispensers%20regularly.)

<https://www.osha.gov/Publications/OSHA4000.pdf>

North Carolina COVID-19 Executive Orders

<https://www.nc.gov/covid-19/covid-19-executive-orders>

Center for Disease Control

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

Implementing Safety Practices for Critical Infrastructure Workers

<https://www.cdc.gov/coronavirus/2019-ncov/community/critical-workers/implementing-safety-practices.html>

Essential Staff- Do's & Don'ts

https://www.cdc.gov/coronavirus/2019-ncov/downloads/Essential-Critical-Workers_Dos-

[and-Donts.pdf](#)

NC Licensing Board for General Contractors

<https://www.nclbhc.org/2020/07/02/board-buzz-summer/>

NC Association of General Contractors

<https://www.cagc.org/CAGC/SafetyHR/CAGC/Safety/SafelyHomeInitiative.aspx?hkey=e3439388-0c36-4755-91bd-4c8fc6d22a41>

NC Department of Health and Human Services

<https://covid19.ncdhhs.gov/>

Cumberland County Health Department

<https://www.co.cumberland.nc.us/departments/public-health-group/public-health>

Department of Homeland Security

<https://www.ready.gov/pandemic>

Cape Fear Valley- What to do if you have COVID symptoms

https://www.youtube.com/watch?time_continue=1&v=tDOD7Apa_vw&feature=emb_log

FAYPWC COVID Response

<https://www.faypwc.com/covid-19-update/>

Small Business Administration

<https://www.sba.gov/page/coronavirus-covid-19-small-business-guidance-loan-resources>

As an additional step to ensure the health and safety of contractor employees and PWC employees, should a contractor's employee test positive for COVID 19 the contractor must immediately inform the PWC project manager/supervisor or the Contractor's primary point of contact at PWC and the employee should be performing work at PWC facilities or field sites until medically cleared. This is necessary so PWC can inform our employees, conduct our own method of contact tracing for our employees and take any measures necessary such as quarantining PWC employees who may have been in contact with the individual who tested positive. These actions are necessary to ensure the health and safety of all and to ensure that contract performance can be achieved under the conditions of this pandemic.

Contractor must provide a plan with its proposal that describes its plan for working under COVID-19 conditions. The plan should address the Contractor's approach to protect its employees, PWC employees, along with any other Contractor's working on PWC's locations. This may include the Contractor's approach towards employee use of PPE, such as face masks, sanitizing commonly shared tools or equipment, practicing social distancing as work conditions permit, and working within close proximity of others. The plan may also address any other actions that the Contractor will be taking, such as conducting daily temperature checks, conducting symptom checks and trackers, and any other actions the Contractor deems appropriate to protect the health and safety of its employees, PWC employees, and any other Contractors working on PWC's locations.

23. FINAL COMPLETION DOCUMENTATION

Prior to receiving final payment, the Contractor shall complete and/or provide the following:

- Complete all punch list items to the satisfaction of the Project Engineer.
- Provide all labor and manufacturer warranties required.

H. Measurement and Payment

The total lump sum bid price shall be full compensation for the work required to re-paint the interior of the Cliffdale Road 1 MG Elevated Water Tank located at 601 Castle Rising Road, Fayetteville, N.C.

**CLIFFDALE ROAD 1 MG ELEVATED WATER TANK:
INTERIOR RE-PAINT**

FAYETTEVILLE PUBLIC WORKS COMMISSION

PROPOSAL

The undersigned hereby signifies that it is _____'s
(Contractor)

intention and purpose to enter into a Contract to furnish all materials, labor, equipment, mobilization and incidentals required to re-paint the interior of the 1,000,000 gallon Cliffdale Road elevated water storage tank as described in this Request for Proposal by PWC in accordance with the terms, conditions, and requirements set forth in the Contract Documents. The water tank is located at 601 Castle Rising Road, Fayetteville, N.C.

THAT: The undersigned carefully examined the Request for Proposal and the attachments, and fully understand and agrees to the terms and conditions set forth therein.

THAT: The undersigned carefully examined the site of the project and is familiar with the conditions under which the work is to be done and the conditions which must be fulfilled in furnishing and/or erection or construction of any or all items of the project, and the furnishing only of any materials, equipment or apparatus specified in connection therewith.

THAT: The undersigned will provide all necessary tools, machinery, apparatus, labor, and all means necessary to do all the work and will furnish all materials, equipment, apparatus, labor, and all else necessary to complete such Contract as may be entered into, in strict compliance with the terms and conditions set forth in the Contract and Technical Specifications.

THAT: The right of PWC and the recommendation of PWC are not to be questioned in the award of the Contract.

THAT: It is the intention of PWC, subject to the conditions set forth in the Contract Documents, to award the Contract for the project on the basis of bids received at this letting and in such manner as they may decide as being in the best interests of PWC.

THAT: On being awarded the Contract, the undersigned will submit a Performance Bond and a Payment Bond, satisfactory to PWC on the forms included hereinafter, each equal to one hundred percent (100%) of the Contract Price, as Surety for the faithful performance of the Contract.

THAT: The Performance Bond and Payment Bond shall be written by a surety licensed in the State of North Carolina and acceptable to PWC.

THAT: A proposal submitted by a corporation must be signed by its proper officers in a legal manner and its official address stated herein.

THAT: A proposal submitted by a firm shall be signed with the name of each member of said firm and the firm name added, with the official address of said firm.

THAT: The undersigned will complete such Contract as is hereby proposed to enter into within the time stated herein.

THAT: The undersigned shall furnish all superintendence, labor, skill, materials, equipment, and other items necessary to perform the surface preparation and painting of all interior surfaces of the 1,000,000 gallon Cliffdale Road elevated water storage tank as described in this Request for Proposal by PWC, in accordance with the terms outlined herein. All work and materials shall be in accordance with the requirements of the General Terms and Conditions, Special Conditions, Technical Specifications, and Contract Drawings, complete and ready for use:

BASE BID COATING SYSTEM

TOTAL LUMP SUM: \$ _____

(_____)

(Write out Total Base Bid LUMP SUM PRICE in words)

ALTERNATE BID #1 COATING SYSTEM (Tnemec Materials)

TOTAL LUMP SUM: \$ _____

(_____)

(Write out Alternate Bid #1 LUMP SUM PRICE in words)

ALTERNATE BID #2 COATING SYSTEM (Sherwin-Williams Materials)

TOTAL LUMP SUM: \$ _____

(_____)

(Write out Alternate Bid #2 LUMP SUM PRICE in words)

ALTERNATE BID #3 COATING SYSTEM (Carboline Materials)

TOTAL LUMP: \$ _____

(_____)

(Write out Alternate Bid #3 LUMP SUM PRICE in words)

ALTERNATE BID #4: TANK EXTERIOR REPAIRS / RE-COATING: Remove the abandoned 24 post inner corral on the crown of the tank. Make repairs and re-coat damaged exterior surfaces.

TOTAL LUMP SUM BID: \$ _____

(_____)

(Write out Alternate Bid #4 LUMP SUM PRICE in words)

The BIDDER has received, acknowledged, and used the following addenda in completing the Bid. (Initial and Date as appropriate).

Addendum No. 1 _____ Dated _____

Addendum No. 2 _____ Dated _____

The undersigned BIDDER certifies that they are licensed as a Contractor under the provisions of North Carolina law, and that its Contractor's license number is _____ (License Number).

It is further agreed that the Bidder will finish completely the work contemplated in the award made to the Bidder by PWC within the time set forth above.

Respectfully submitted this _____ day of _____, 2022.

Name of CONTRACTOR: _____

By: _____

Title: _____

Address: _____

Phone No. _____ Fax No. _____

E-Mail Address: _____

Federal I.D. No. _____

License No: _____

DBE, Minority or Woman Owned Business Enterprise: _____ Yes _____ No

Witness: _____

CERTIFICATE OF INSURANCE

CONTRACTOR'S LICENSE

**FAYETTEVILLE PUBLIC WORKS COMMISSION
FAYETTEVILLE, NORTH CAROLINA**

NOTICE OF AWARD

TO: _____

**PROJECT DESCRIPTION: CLIFFDALE ROAD 1 MG ELEVATED WATER TANK:
INTERIOR RE-PAINT**

PWC has considered the BID submitted by you for the above described work in response to its Request for Proposal dated _____ and information for Bidders.

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

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, PWC will be entitled to consider all your rights arising out of the PWC's acceptance of your BID as abandoned. PWC will 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 PWC.

Dated this _____ day of _____, 20____.

FAYETTEVILLE PUBLIC WORKS COMMISSION

BY: _____
TITLE: Procurement Manager

**FAYETTEVILLE PUBLIC WORKS COMMISSION
FAYETTEVILLE, NORTH CAROLINA**

ACCEPTANCE OF AWARD

**CLIFFDALE ROAD 1 MG ELEVATED WATER TANK:
INTERIOR RE-PAINT**

Receipt of the preceding NOTICE OF AWARD is hereby acknowledged this the _____
day of _____, 20__.

CONTRACTOR

By: _____

Title: _____

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (“Agreement” or “Contract”) is made by and between the Fayetteville Public Works Commission (“PWC”), a North Carolina public authority, and [REDACTED] (“Contractor”), a [REDACTED] (*specify type of legal entity, state of formation, and if not formed in NC, confirm NC registration to do business*) (each of each of PWC and Contractor is a “Party” and both are collectively the “Parties”) as of the date of execution last written below (the “Effective Date”). The Parties agree as follows:

1. The Construction Project. Contractor shall furnish and bear solely the entire cost of all labor and materials necessary for the construction and/or renovation of the Project (defined hereinbelow) as specified in the Contract Documents (defined hereinbelow) and complete all work on the Project in a workmanlike manner in strict accordance with the Contract Documents, schedule delivery of the new materials, furnish and bear solely the entire cost of all supervision, contract administration, equipment, tools, and other means necessary to complete the Project, perform every obligation imposed by the Contract Documents, and be solely responsible for the clean-up and disposal of all materials and debris relating to or arising from the construction and renovation, subject to any exceptions that are specifically set forth in the Contract Documents. Except as otherwise specifically provided in the Contract Documents, Contractor is solely responsible for all construction means, methods, techniques, sequences, procedures, safety precautions or programs, supervising, coordinating, and performing all the work necessary to complete the Project; provided, however, PWC shall have the right, without incurring any liability to the Contractor, to suspend Contractor’s performance when a PWC employee, in his or her opinion, observes a safety violation involving a threat to life or imminent danger of bodily injury, and the suspension shall remain in effect until Contractor remedies the safety violation.

2. Terms. Capitalized terms used in this Agreement have the meaning specified below:

“Business Day” means each calendar day that is not a Saturday, Sunday, holiday observed by the federal government for its employees, or holiday observed by the State of North Carolina for its employees.

“Completion of the Project” means: (i) the Project is completed in accordance with this Agreement, except for punch list items; (ii) PWC has received any required temporary or final certificate of occupancy from the governmental agency with jurisdiction over the Project; and (iii) the registered architects or engineers (the “Designer(s)”) who designed portions or components of the Project have issued certificates of Completion of the Project as to those portions or components.

“Contract Documents” means the following documents that were either made available to Contractor by PWC during the bid solicitation process (including Drawings) or executed by the Parties or both, which are all incorporated by reference herein:

- a. This Agreement
- b. Request for Proposal

- c. General Terms and Conditions
- d. Special Conditions
- e. Submitted Proposal
- f. Certificate of Insurance
- g. Copy of General Contractor's License
- h. Notice of Award
- i. Acceptance of Award
- j. Performance Bond
- k. Payment Bond
- l. Notice to Proceed
- m. Technical Specifications
- n. Contract Drawings

The following documents may be delivered or issued on or after the Effective Date of the Agreement and may not be attached to this Agreement, but are considered Contract Documents when executed by the Parties:

- o. Notice to Proceed and Acceptance of Notice
- p. Work Change Directive(s)
- q. Change Order(s)
- r. Field Order(s)

There are no Contract Documents other than those identified in this Agreement. The Contract Documents may only be amended, modified, or supplemented as provided in this Agreement in a writing signed by the Parties.

"Fault" means a breach of contract by Contractor, negligent, reckless, or intentional act(s) or omission(s) constituting a tort under applicable statutes or common law by one or more Responsible Persons, or violation(s) of applicable statute(s) or regulation(s) by a Responsible Person.

"Project" means Cliffdale Road 1 MG Elevated Water Tank: Interior Re-paint, as more specifically set forth in the Contract Documents.

"Responsible Person" means the Contractor and each of its employees, agents, representatives, subcontractors, or other persons and entities for which Contractor may be liable or responsible as a result of any statutory, tort, or contractual duty.

The terms used in this Agreement shall have the meaning as stated herein and in the Definitions and Terminology. In the event of a conflict between the terms of this Agreement and any other component(s) of the Contract Documents, the terms of this Agreement shall govern.

3. Contract Price. PWC shall pay Contractor for Completion of the Project in accordance with the Contract Documents the amount identified in the accepted Bid Form of Contractor, being in the total amount of \$ _____ (the "Price"). Contractor understands and acknowledges that the Price is derived from a specific appropriation of funds provided for the Project. Contractor agrees and acknowledges the Price is equal to the aggregate cost of all work to be done on the Project, including all labor, materials, equipment, apparatus, and supplies, set in accordance with the amount specified on the Bid Form submitted by Contractor and accepted by PWC.

4. Contract Times. The Parties shall perform their obligations under this Agreement in compliance with all scheduling deadlines set forth in the Contract Documents. The Contractor shall commence the work to be performed under this Agreement on a date to be specified in accordance with the Notice to Proceed issued by PWC. Contractor shall achieve Completion of the Project no later than 60 consecutive calendar days after _____, plus any modifications thereof allowed in accordance with the Contract Documents (the "Completion Date").

5. Payment. PWC shall pay Contractor in installment payments plus a final payment, as set forth in the Contract Documents. For each applicable installment payment, Contractor shall submit an application for payment in accordance with the Contract Documents. An application for payment will be processed by PWC as provided in the Contract Documents. Such installment payments shall reflect the actual cost of the work, not to exceed in total the Price, and the allocable portion of the total Price for said installment. PWC shall make payment to the Contractor, less any applicable retainage set forth in the Contract Documents; provided, however, that PWC may withhold all or a portion of a payment on account of (1) incomplete work, (2) defective or nonconforming work, (3) claims filed or a reasonable basis to believe that such claims will be filed imminently, (4) failure of the Contractor to make payments properly for labor, services, materials, equipment or subcontracts, (5) damages caused to PWC or another party by one or more Responsible Persons, or (6) failure to comply with the terms and conditions of this Agreement. In the final payment, PWC shall pay the balance of the Price, including all retained amounts, less any Liquidated Damages and other applicable damage and claim amounts, to Contractor within forty-five (45) days of Completion of the Project; provided, however, that PWC may withhold a reasonable sum from the final payment to ensure correction of any final items or condition on the Project.

6. Retainage. Subject to any restrictions applicable to any federal grant funds that may be utilized for the Project, PWC may, in its discretion, retain up to five percent (5%) of any periodic payment due Contractor; provided, however, when the Project is fifty percent (50%) complete, PWC, with written consent of the surety, shall not retain any further retainage from periodic payments due Contractor if Contractor continues to perform satisfactorily and any nonconforming work identified in writing prior to that time by PWC or the Designer has been corrected by Contractor and accepted by PWC or the Designer, and provided further that full payment, less authorized deductions, shall also be made for those line item trades that have reached one hundred percent (100%) completion of their contract obligations by or before the Project is fifty percent (50%) complete if Contractor has performed satisfactorily in accordance with G.S. 143-134.1(b2), contingent upon PWC's receipt of an approval or certification from the Designer that the work performed by the subcontractor is acceptable and in accordance with the Contract Documents. If PWC determines Contractor's performance is unsatisfactory, PWC may, in its discretion, reinstate retainage for each subsequent periodic application for payment as authorized in this Section up to the maximum amount of five percent (5%). The Project shall be deemed fifty percent (50%) complete when Contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the Price, except the value of materials stored on-site shall not exceed twenty percent (20%) of Contractor's gross project invoices for the purpose of determining whether the Project is fifty percent (50%) complete. Within 60 days after the submission of a pay request and one of the following occurs, as specified in the Contract Documents, PWC, with written consent of the surety, shall release to Contractor all retainage on payments held by PWC: (i) PWC receives a certificate of substantial completion from the Designer in charge of the Project; or (ii) PWC receives beneficial occupancy or use of the Project; provided, however, PWC may in its discretion retain

sufficient funds to secure Completion of the Project or corrections on any work. If PWC retains funds, the amount retained shall not exceed two and one-half times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of Contractor's surety. The existence of any third-party claims against Contractor or any additive change orders to the Construction Documents shall not be a basis for delaying the release of any retainage on payments. Notwithstanding anything in this Section to the contrary, following fifty percent (50%) completion of the Project, PWC shall be authorized to withhold additional retainage from a subsequent periodic payment, not to exceed five percent (5%), in order to allow PWC to retain two and one-half percent (2.5%) total retainage through the Completion of the Project. In the event that PWC elects to withhold additional retainage on any periodic payment subsequent to release of retainage on a line-item of work pursuant to G.S. 143-134.1(b2), Contractor may also withhold from the subcontractors remaining on the project sufficient retainage to offset the additional retainage held by PWC, notwithstanding the actual percentage of retainage withheld by PWC of the Project as a whole. Neither PWC's nor Contractor's release of retainage on payments as part of a payment in full on a line-item of work pursuant to G.S. 143-134.1(b2) shall affect any applicable warranties on work done by Contractor or subcontractor, and the warranties shall not begin to run any earlier than either PWC's receipt of a certificate of substantial completion from the Designer in charge of the Project or PWC receives beneficial occupancy.

7. Liquidated Damages. Time is of the essence with respect to performance of each of the Parties' obligations under this Agreement. Contractor recognizes and acknowledges that PWC will suffer financial and other losses if the Project is not completed by the Completion Date. The Parties recognize and agree that the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by PWC if the Project is not completed by the Completion Date. Accordingly, instead of requiring any such proof, Contractor and PWC agree that in the event Contractor fails to achieve Completion of the Project by the Completion Date, Contractor shall pay to PWC as liquidated damages to compensate PWC for damages related to the delayed Completion of the Project one thousand dollars (\$1000.00) per day ("Liquidated Damages") for each calendar day Contractor fails to achieve completion of the work by the Completion Date.

8. Contractor's Representations and Warranties. In order to induce PWC to enter into this Agreement, Contractor makes the following representations and warranties to PWC:

a. Contractor is duly licensed in the State of North Carolina to complete all work necessary for the Project, is duly organized, validly existing and in good standing and has all requisite powers, rights, and authority to execute, enter into, and perform this Agreement in accordance with the terms and conditions of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of Contractor enforceable against it in accordance with its terms.

b. Contractor has read the Contract Documents, and acknowledges and understands all data, materials, specifications, and requirements identified in the Contract Documents.

c. Contractor has visited the site for the Project, conducted a thorough, visual examination of the site and adjacent areas, and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance in completing the Project.

d. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance to complete the Project.

e. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the site and all drawings of physical conditions relating to existing surface or subsurface structures at the site that have been identified in the Contract Documents and any accompanying reports and drawings, and (2) reports and drawings relating to hazardous environmental conditions, if any, at or adjacent to the site that have been identified in the Contract Documents and any accompanying reports and drawings.

f. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, if any, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

g. Based on the information and observations referred to in subsection e. of this Section, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Price commencing on the commencement date and in accordance with the other terms and conditions of the Contract.

h. Contractor is aware of the general nature of work to be performed by PWC and others at the Site that relates to the work as indicated in the Contract Documents.

i. Contractor has given PWC's Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the Designer is acceptable to Contractor.

j. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

k. Contractor's entry into this Agreement constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Agreement are premised upon performing and furnishing the work required by the Contract Documents.

l. Contractor has no business or personal relationship with any PWC Commissioner, officer, director, manager, or supervisor and Contractor covenants to disclose immediately to PWC any such relationship that develops during the performance of work on the Project.

9. Contractor's Payment Obligations. Contractor shall pay all of its obligations arising out of or in connection with the Project in a timely manner to all persons supplying materials in the prosecution of the work and to all laborers and others employed thereon.

10. Performance and Payment Bonds. Contractor shall obtain and deliver to PWC a performance bond in the amount of one hundred percent (100%) of the Price, conditioned upon the faithful performance of the Project and all work in accordance with the Contract Documents, which bond shall be solely for the protection of PWC. Contractor shall obtain and deliver to PWC a payment bond in the amount of one hundred percent (100%) of the Price, conditioned upon the prompt payment for all labor or materials for which the Contractor or one or more of its subcontractors is liable, which payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which the Contractor is liable. The performance bond and the payment bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina, shall become effective upon the awarding of the construction contract by PWC to Contractor, and shall at all times comply with the requirements set forth in Article 3 of North Carolina General Statutes Chapter 44A. In the event PWC deems the surety or sureties upon any bond necessary for this Agreement and the completion of the Project, or if for any reason, such bond ceases to be adequate to cover the performance and/or payment of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from PWC, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to PWC. In such event no further payment to Contractor shall be deemed to be due under this Agreement until new or additional security for the performance and payment of the Project shall be furnished in manner and form satisfactory to PWC. Contractor understands and acknowledges that PWC, as a public authority, is not subject to the provisions of Articles 1 and 2 of Chapter 44A of the General Statutes, in accordance with G.S. 44A-34 and applicable law.

11. Contractor's Damage Repair Obligations. Contractor shall be responsible for all damages to the property of the City of Fayetteville and of PWC that may result from the normal procedure of a Responsible Person's actions in the prosecution of the work or that may be caused by or result from the negligence of a Responsible Person during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. Contractor shall promptly restore all such property so damaged to a condition as good as it was immediately prior to Contractor initiating the work on the Project.

12. Defective Work. The Project shall be subject to observation and approval by PWC, Designer, and representatives of governmental agencies with jurisdiction over the Project. PWC and Designer shall be entitled to enter at all reasonable times the premises subject to construction or renovation to inspect the work performed by or on behalf of Contractor, provided that such entry and inspection does not materially interfere with the progress of construction. Contractor shall correct promptly, at no cost to PWC, all work reasonably rejected by PWC or by its representatives. Should Contractor fail to correct rejected work, PWC may, acting in its sole discretion, correct such work and the Contractor shall pay PWC's actual costs of correction and any other applicable amounts identified in the Contract Documents.

13. As-Built Drawings. Contractor shall maintain during the progress of the Project as-built drawings indicating the current status of the Project as actually performed. Upon Completion of the Project, Contractor shall prepare a final version of such as-built drawings and submit them to PWC for approval.

14. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, successors, and assigns. Contractor may not assign, transfer, convey, or encumber, whether voluntarily or by operation of law, this Agreement or any obligations, rights under, or interests in this Agreement to a third party without the prior

written consent of PWC; and, specifically, but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

15. Indemnity. Contractor shall indemnify, defend, and hold harmless PWC and its Commissioners, officers, employees, agents, and representatives and the City of Fayetteville and its elected officials, managers, employees, agents, and representatives and Designer (collectively "Indemnitees") from and against all claims, actions, liabilities, damages, losses, costs, and expenses (including, without limitation, injury to or death of any persons and damage to property, economic and consequential damages and attorneys' fees) asserted by one or more third parties against one or more of the Indemnitees if the Fault of one or more Responsible Persons is a proximate cause of the loss, damage, or expense indemnified. Contractor's obligation to indemnify, defend, and hold harmless the Indemnitees shall survive the termination of this Agreement.

16. Insurance. Contractor shall maintain during the completion of the Project and for at least three (3) years thereafter the insurance coverage set forth in the Contract Documents, which insurance shall be placed with insurance companies authorized to do business in the State of North Carolina and rated A minus VII or better by the current edition of Best's Key Rating Guide or otherwise approved in writing by PWC. Prior to initiating any work on the Project, Contractor shall deliver certificates of insurance confirming each such coverage required by the Contract Documents, and Contractor shall direct its insurers to provide annually to PWC certificates confirming each such coverage during the coverage period. PWC shall be named as an additional insured in the comprehensive automobile and commercial liability insurance policies. Commercial general liability coverage shall be written on an "occurrence" basis. Contractor shall not reduce or allow the required insurance coverages to lapse without PWC's prior written approval. All policies for insurance must be endorsed to contain a provision giving PWC a thirty (30) calendar day prior written notice by certified mail of any cancellation of that policy or material reduction in coverage. Should a notice of cancellation be issued for non-payment of premiums or any part thereof, or should Contractor fail to provide and maintain certificates as set forth herein, PWC shall have the right, but shall not have the obligation, to pay such premium to the insurance company or to obtain such coverage and to deduct such payment from any sums that may be due or become due to Contractor, or to seek reimbursement for said payments from Contractor. Any such sums paid by PWC shall be due and payable immediately by Contractor upon notice from PWC. The insurance provisions of this Agreement shall not be construed as a limitation on Contractor's responsibilities and liabilities pursuant to the terms and conditions of this Agreement. Contractor's obligation to maintain insurance for three (3) years after Completion of the Project shall survive the termination of this Agreement.

17. Warranty. The Contractor hereby grants to PWC a warranty on all materials and workmanship involved in the Project for a period of one (1) year from the Completion Date and a period of two (2) years from the Completion Date for any latent structural defects. PWC shall give written notice to Contractor of any claim under this Section within the time specified hereinabove. This warranty shall be in addition to, and not in derogation of, all other rights and privileges which PWC may have under law, equity, or instrument, and shall survive the Completion Date and the final settlement and shall be binding on Contractor notwithstanding any provision in any other writing executed by PWC heretofore or contemporaneous with the execution of the Agreement or prior to the Completion Date.

18. Waiver. No failure on the part of any party to exercise, and no delay in exercising, any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further cumulative and not exclusive of any remedies provided by law. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns. This Agreement may not be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

19. Law. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PROVISIONS THEREOF. The Contractor shall at all times comply with all applicable Federal, state, and local laws and building codes in the performance of its obligations under the Agreement.

20. Dispute Resolution. In the event of any dispute, controversy, or claim of any kind or nature arising under or in connection with this Agreement (a "Dispute") and involving any two or more of the following parties, PWC, Designer, Contractor or any subcontractor of Contractor, the party initiating the Dispute shall serve written notice of a Dispute on the party(ies) to the dispute, and those parties shall endeavor to settle the dispute first through direct, informal discussions between the parties' selected representatives. Any such representative(s) shall have binding authority to settle the Dispute. In the event the parties do not settle the Dispute within ten (10) days from the date of written notice of the Dispute, any party to the Dispute may, by written notice to the other party(ies), engage a mediator certified under the laws of the State of North Carolina to mediate the Dispute within thirty (30) days of such notice. The parties to the Dispute shall attend mediation in good faith. In the event mediation is unsuccessful, any party to the dispute may initiate arbitration proceedings. Any controversy or claim arising out of or relating to the Contract Documents, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All of the foregoing dispute resolution procedures shall be held in Cumberland County, North Carolina. The costs of the mediator and arbitrator in a dispute resolution process shall be divided equally among the parties to the process; provided, however, PWC shall bear at least one-third of the cost if PWC is a party to the dispute resolution and the remainder of the cost shall be divided equally among the other parties participating in the dispute resolution. PWC shall, in its contractual arrangements with Designer, and Contractor shall, in its contracts with subcontractors and they in their contracts with lower-tier subcontractors authorize and direct such parties to participate in the dispute resolution procedures set forth in this Section. Unless otherwise directed in writing by PWC, Contractor shall continue the Project and maintain compliance with the scheduling deadlines set forth in the Contract Documents during any dispute resolution proceedings. If Contractor continues to perform, PWC shall make payments due for the continued performance in accordance with this Agreement. The provisions of this Section shall not extend any applicable statutes of limitation or repose.

21. Execution; Modification; Entire Agreement; Severability. This Agreement may be executed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, a facsimile copy or scanned copy or photocopy of a party's signature shall be sufficient to bind such party. This Agreement shall be subject to

execution by electronic means in accordance with Article 40 of Chapter 66 of the North Carolina General Statutes. No oral communication, promise, understanding, or agreement before, contemporaneous with, or after the execution of this Agreement shall affect or modify any of the terms and conditions and obligations of the Contract Documents. The Contract Documents shall be modified only by a subsequent writing signed by both Parties. The Contract Documents shall be conclusively considered to contain and express all the terms and conditions agreed upon by the Parties, notwithstanding any prior or contemporaneous written communication, promise, understanding or agreement. Should any provision of this Agreement or any of the Contract Documents at any time be in conflict with any law, statute, rule, regulation, order, or ruling and thus be unenforceable, or be unenforceable for any other reason, then the remaining provisions of this Agreement shall remain in full force and effect and the court or arbitrator shall give the offending provision the fullest meaning and effect permitted by law. The titles of the Sections throughout this Agreement are for convenience only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this instrument.

22. Notices. Any notice which either Party is required or desires to give the other hereunder shall be deemed sufficiently given if, in writing, it is delivered personally, or sent by certified U.S. mail, return-receipt requested, postage prepaid, to the addresses listed herein below, or such other address as either Party shall give to the other Party by written notice in accordance herewith. Any notice given herein by personal delivery shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered on third Business Day after the same is deposited in an official United States Post Office, postage prepaid, or if sooner upon the date when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities.

To PWC:
Fayetteville Public Works Commission
Attn: Elaina L. Ball, CEO/General Manager
PO Box 1089
Fayetteville, NC 28302

To Contractor:
[INSERT MAILING ADDRESS]

23. Termination. PWC may terminate this Agreement immediately if during the progress of the work or during the warranty period, the Contractor:

- a. Persistently fails to prosecute the work properly and in accordance with this contract, including but not limited to include failure to provide sufficient crews, equipment, or resources, or failure to adhere to the schedule;
- b. Demonstrates disregard for the policies, procedures, or requirements of PWC;
- c. Demonstrates complete disregard of the authority of PWC or its designated representatives; or
- d. Violates in any substantial way the provisions and requirements of this Agreement.

Such termination shall be effective upon written notice to Contractor and its surety. PWC may terminate the contract for its convenience by providing Contractor at least seven (7) calendar

days prior written notice, in which event Contractor shall be paid for all work completed, plus other expenses as mutually agreed upon between PWC and Contractor.

24. Compliance. Contractor hereby acknowledges that “E-Verify” is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with N.C.G.S. §64-26(a). Contractor hereby pledges, attests, and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes and further pledges, attests, and warrants that all subcontractors currently employed by or subsequently hired by Contractor shall comply with all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement. Contractor hereby further acknowledges that the execution and delivery of this Agreement constitutes Contractor’s certification to PWC and to the North Carolina State Treasurer that, as of the date of the Effective Date of this Agreement, Contractor is not listed on (a) the Final Divestment List created and maintained by the North Carolina Department of State Treasurer pursuant to the Iran Divestment Act of 2015, Chapter 147, Article 6E of the General Statutes of North Carolina (the “Iran Divestment Act”); or (b) the list of companies that the North Carolina State Treasurer determines to be engaged in a boycott of Israel in accordance with Article 6G of Chapter 147 of the General Statutes of North Carolina. Contractor represents and warrants to Commission that Contractor, and all persons and entities owning (directly or indirectly) an ownership interest in it: (i) are not, and will not become, a person or entity with whom a party is restricted from doing business with under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including, but not limited to, those named on OFAC’s Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (ii) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (i) above. Contractor also shall at all times during the term of this Agreement comply with Executive Order 11246, including but not limited to the Equal Opportunity Clause requirements set forth in 41 C.F.R. § 60-1.4. Contractor shall abide by the requirements of 41 CFR 60–300.5(a) and 60–741.5(a) prohibiting discrimination against qualified individuals on the basis of protected veteran status or disability and requiring affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

Fayetteville Public Works Commission

[CONTRACTOR FULL LEGAL NAME]

By: _____
Elaina L. Ball, CEO/General Manager

By: _____

(Printed Name) (Title)

Date: _____

Date: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (N.C. Gen. Stat. § 159-1 et seq.).

By: _____
Rhonda Haskins, Chief Financial Officer

Approved as to form:

James P. West, Chief Legal Officer

PERFORMANCE BOND

Date of Execution: _____

Name of Principal: _____
(Contractor)

Name of Surety: _____

Name of Contracting
Body: Fayetteville Public Works Commission, N.C.

Amount of Bond: _____

**PROJECT: CLIFFDALE ROAD 1 MG ELEVATED WATER TANK:
INTERIOR RE-PAINT**

KNOW ALL MEN BY THESE PRESENTS, That We, the Principal and Surety above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into a certain Contract with the Contracting Body, identified as shown above and hereto attached.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions there of that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any Guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under the several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ counterparts.

Witness:

CONTRACTOR:

(Proprietorship of Partnership)

(Trade or Corporate Name)

By: _____

Title: _____
(Owner, Partner, Corporate President or
Vice-President, Only)

ATTEST:

By: _____

(CORPORATE SEAL)

Title: _____
(Corporate Secretary or
Assistant Secretary, Only)

SURETY COMPANY:

Witness:

By: _____

Countersigned:

Title: _____
(Attorney in Fact)

N.C. Licensed Resident Agent

(SURETY CORPORATE SEAL)

Name and Address-(Surety Agent)

Surety Company Name and N.C.
Regional or Branch Office Address

PAYMENT BOND

Date of Execution: _____

Name of Principal: _____
(Contractor)

Name of Surety: _____

Name of Contracting Body: Fayetteville Public Works Commission, N.C.

Amount of Bond: _____

**PROJECT: CLIFFDALE ROAD 1 MG ELEVATED WATER TANK:
INTERIOR RE-PAINT**

KNOW ALL MEN BY THESE PRESENTS, that We, the PRINCIPAL and Surety above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into a certain Contract with the Contracting Body, identified as shown above and hereto attached.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions there of that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under the several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ counterparts.

Witness:

CONTRACTOR:

(Trade or Corporate Name)

(Proprietorship or Partnership)

By: _____

ATTEST:

Title: _____

(Owner, Partner, or Corporate
President or Vice-President, Only)

By: _____

Title: _____

(Corporate Secretary or
Assistant Secretary, Only)

(CORPORATE SEAL)

SURETY COMPANY:

Witness:

By: _____

Title: _____

(Attorney in Fact)

Countersigned:

(SURETY CORPORATE SEAL)

N.C. Licensed Resident Agent

Name and Address-Surety Agent

Surety Company Name and N.C.
Regional or Branch Office Address

NOTICE TO PROCEED

TO: _____ DATE: _____

**PROJECT: CLIFFDALE ROAD 1 MG ELEVATED WATER TANK:
INTERIOR RE-PAINT**

You are hereby notified to commence work in accordance with the Contract dated _____
_____, 20____, on _____, 20____, and
you are to complete the work by _____, 20____.

FAYETTEVILLE PUBLIC WORKS COMMISSION

BY: Trent K. Ensley
TITLE: Procurement Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this _____ day
the of _____, 20____.

CONTRACTOR

BY: _____

TITLE: _____

TECHNICAL SPECIFICATIONS



FLEMING
& ASSOCIATES, PA

1004 HAY STREET
FAYETTEVILLE, NC 28305
TEL 910-433-2825
FAX 910-433-2604

NC LICENSE NO. C-2828

RE-PAINT INTERIOR OF 1,000,000 GALLON CLIFFDALE ROAD ELEVATED WATER STORAGE TANK

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The Work includes the surface preparation and painting of all interior surfaces of the 1,000,000 gallon Cliffdale Road elevated water storage tank for the Fayetteville Public Works Commission (“PWC”). The water tank is located at 601 Castle Rising Road, Fayetteville, NC 28314. See Section 4 for detailed painting schedule.

1.2 REFERENCE SPECIFICATIONS AND STANDARDS

- A. OWNER’S decision shall be final as the interpretation and/or conflict between any of the referenced specifications and standards contained herein.
- B. Without limiting the general aspects of other requirements of these specifications, all surface preparation, coating and painting of surfaces, and materials shall conform to the applicable requirements of the Society for Protective Coatings (SSPC), NACE International (NACE), International Concrete Repair Institute, Inc. (ICRI), Association for Materials Protection and Performance (AMPP), the National Sanitation Foundation (NSF), the American Water Works Association (AWWA), and the selected material manufacturer's instructions.
- C. Definitions and abbreviations:
1. *OWNER*: The public entity with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided. OWNER is the Fayetteville Public Works Commission (“PWC”) or an appointed OWNER’S representative such as an Engineer.
 2. *Agreement*: The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Agreement supersedes prior negotiations, representations, or agreements, whether written or oral.
 3. *CONTRACTOR*: The individual or entity with whom OWNER has entered into the Agreement.
 4. *Work*: The entire completed services or the various separately identifiable parts thereof required to be provided under the RFP Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such service, and furnishing, installing, and incorporating all materials and equipment into such service, all as required by the RFP Documents
 5. *AMPP*: Association for Materials Protection and Performance.
 6. *SSPC*: The Society for Protective Coatings (formerly Steel Structures Painting Council)
 7. *ASTM*: American Society for Testing & Materials.
 8. *ANSI*: American National Standards Institute.
 9. *NACE*: National Association of Corrosion Engineers.
 10. *NSF*: National Sanitation Foundation.
 11. *AWWA*: American Water Works Association.
 12. *ICRI*: International Concrete Repair Institute, Inc.
 13. *PDS*: Product Data Sheet
 14. *MSDS*: Material Safety Data Sheet

15. *OSHA*: Occupational Safety and Health Administration
16. *DFT*: Dry Film Thickness. Units shall be in Mils (1 mil = 0.001 inches).
17. *Coating*: Liquid, powder, or mastic composition that has been converted to a solid, durable, and functional adherent film after application.
18. *Potable water*: Water that is safe and satisfactory for drinking and cooking.
19. *Stripe Coat*: A coat of paint applied to specified areas such as edges to welds before or after a full coat is applied to the entire surface.
20. *Exterior surfaces*: Exterior surfaces, excluding inaccessible areas, of the tank roof, shell, pedestal, legs, accessories, and appurtenances that are exposed to the elemental atmosphere.
21. *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.
22. *Interior wet surfaces*: Interior surfaces, excluding inaccessible areas, of the tank roof, shell, bottom, accessories, and appurtenances that are exposed to the stored water or its vapor.
23. *Interior dry surfaces*: Interior surfaces of the finished structure, excluding inaccessible areas, that are not exposed to the elemental atmosphere, the stored water, or its vapor.
24. *Pot life*: The period of time, after mixing the components together, that the coating remains usable with no decrease in the desired properties or performance.
25. *MWL*: Maximum water level.

D. This section contains references to the governing standards and documents listed below. They are a part of this section as specified and modified. In the case of conflict between the requirements of this section and those of the listed documents, the more stringent of the requirements shall prevail.

Unless otherwise specified, references to documents shall mean the documents in effect at the time of receipt of Bids. If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, whether or not the document has been superseded by a version with a later date, discontinued, or replaced.

Referenced publications found within this specification shall be the latest revision unless otherwise specified; and applicable parts of the referenced publications shall become a part of this specification as if fully included:

1. North Carolina State Building Code – 2018
2. ANSI/AWWA Standard D102-21 – Coating Steel Water-Storage Tanks
3. ANSI/AWWA Standard D100-21 - Welded Carbon Steel Tanks for Water Storage
4. AWWA Manual M42 – Steel Water-Storage Tanks.
5. NSF/ANSI/CAN 600-2021 (“NSF 600”) – Health Effects Evaluation and Criteria for Chemicals in Drinking Water, inclusive of:
 - a. NSF 60-2021 – Drinking Water Treatment – Chemicals - Health Effects
 - b. NSF 61-2020 – Drinking Water System Components – Health Effects
6. ASTM International (ASTM):
 - i. ASTM B117 – Salt Spray (Fog)
 - ii. ASTM C140 – Water Absorption (Applied to Cast Mortar Cubes)
 - iii. ASTM C307 – Tensile Strength, Elongation, Modulus of Elasticity
 - iv. ASTM C531 – Thermal Expansion

- v. ASTM C579 – Compressive Strength
- vi. ASTM C580 – Flexural Strength and Modulus of Elasticity
- vii. ASTM C67 – Water Absorption (Applied to Fire Clay Brick)
- viii. ASTM C793 – Accelerated Weathering
- ix. ASTM C97 – Water Absorption (Applied to Ohio Sandstone)
- x. ASTM D1014 – Exterior Exposure
- xi. ASTM D2047 – Coefficient of Friction
- xii. ASTM D2240 - Hardness
- xiii. ASTM D2247 - Humidity
- xiv. ASTM D2370 – Tensile Strength, Elongation, Modulus of Elasticity
- xv. ASTM D2794 - Impact
- xvi. ASTM D3273 – Fungal/Mold/Mildew Resistance
- xvii. ASTM D4060 - Abrasion
- xviii. ASTM D4141, Method C (EMMAQUA) – Exterior Exposure
- xix. ASTM D4541 – Adhesion
- xx. ASTM D4585 – Humidity
- xxi. ASTM D4587 – QUV Exposure
- xxii. ASTM D522 – Flexibility and Elongation
- xxiii. ASTM D5590 – Fungal/Mold/Mildew/Algal Resistance
- xxiv. ASTM D5894 – Cyclic Salt Fog/UV Exposure
- xxv. ASTM D624 – Tear Strength
- xxvi. ASTM D638 – Tensile Strength, Elongation, Modulus of Elasticity
- xxvii. ASTM D648 – Deflection Temperature
- xxviii. ASTM D6695 – Xenon Arc Weathering
- xxix. ASTM D695 – Compressive Strength
- xxx. ASTM D7091 – Dry film thickness
- xxxi. ASTM D7234 - Adhesion
- xxxii. ASTM D790 – Flexural Strength and Modulus of Elasticity
- xxxiii. ASTM D870 – Immersion
- xxxiv. ASTM G85 – Prohesion

7. Federal Specification (FED): FED TT-C-555B - Wind Driven Rain

1.3 CONTRACTOR

- A. The CONTRACTOR shall have five (5) years practical experience and successful history in the application of specified products in similar projects. The CONTRACTOR shall substantiate this requirement by furnishing a list of references and job completions.
- B. The CONTRACTOR and it's applicator must successfully demonstrate to the product manufacturer the ability to apply the material correctly and within the confines of the specifications. The CONTRACTOR must provide a letter from the manufacturer stating their acceptance of the CONTRACTOR for this project to apply these products. This letter is to be submitted to the Engineer and OWNER prior to commencing Work.
- C. The CONTRACTOR shall possess the applicable, current license(s) to perform the Work as herein described and as specified by local, state and federal laws. The CONTRACTOR'S license(s) shall appear in the lower left-hand corner of the envelope containing the bids.

- D. The CONTRACTOR shall provide a nine (9) square foot site mockup of the selected paint system as a representation of how the system shall be installed and its final appearance, which is to be approved by the OWNER before any further Work is started. This mockup shall be used to test for adequate adhesion, if required by the Engineer. This approved mockup will be the quality standard for the project. The mockup shall be installed on a vertical surface and overhead surface, near the interior ladder, two (2) locations total.

1.4 QUALITY ASSURANCE

A. General:

1. Quality assurance procedures and practices shall be utilized to monitor all phases of surface preparation, application, and inspection throughout the duration of the project. Procedures or practices not specifically defined herein may be utilized provided they meet recognized and accepted professional standards and are approved by the OWNER.
2. The CONTRACTOR shall submit with their bid package a listing of key personnel proposed for this project, including the following positions: Project Manager, Quality Control Manager, Foreman, as well as any Subcontractors - such as 3rd party inspector(s) - that will be utilized. CONTRACTORS who fail to submit this information along with their bid package will not be considered for the subject project. The Engineer and OWNER reserve the right to reject any personnel employed by the CONTRACTOR. After award of contract, if replacement personnel for any of the above supervisory positions must be used, approval must be obtained from the Engineer and OWNER prior to commencement of Work.
3. Clarification shall be requested promptly from the OWNER when instructions are lacking, conflicts occur in the Specifications, or the procedure seems improper or inappropriate for any reason. The OWNER'S decision shall be final as the interpretation and/or conflict between any of the referenced specifications and standards contained herein.

B. Submittals:

1. Submit manufacturer's literature and other data as required to certify compliance with requirements and systems specified herein. Minimum data submittals are:
 - i. The selected coating manufacturer shall submit a letter certifying that all aspects of the selected coating system for the interior portions of the tank is NSF 600 compliant prior to ordering materials for the job.
 - ii. Blast equipment and media.
 - iii. Rigging system to be used for elevated or other areas of the project inaccessible from surface level. Submittal should be inclusive of attachment points and methods (permanent or temporary) to the structure, and shop drawings for the system utilized.
 - iv. Coating application equipment including spray equipment (pumps, hoses, application tip sizes, etc.) rollers with nap sizes where appropriate.
 - v. Product literature and data of all coating materials to be used.
 - vi. Hazardous material disposal documentation if applicable.
 - vii. Job personnel and certifications. Personnel certifications such as NACE CIP Level I, II, III, etc. is to include requisite paperwork.

2. Any necessary shop drawings for Work denoted in specifications or Drawings.
3. Color chart for selection by OWNER. Manufacturer's color charts shall be submitted to the OWNER at least ten (10) days prior to paint application.
4. VOC (Volatile Organic Compound) Requirements: Submit manufacturer's certification that paints and coatings comply with federal, state, and local requirements, whichever is more stringent, for VOC.

C. Delivery Handling, and Storage:

1. Deliver all material to site in original, new, unopened containers, labeled and bearing manufacturer's name and stock number, product and brand name, contents by volume for major constituents, instructions for mixing and reducing, and application instruction. Materials exceeding storage life recommended by the manufacturer will be rejected.
2. Provide adequate storage facilities designated exclusively for the purpose of paint storage and mixing. Facility area shall be located away from open flames, be well ventilated and be capable of maintaining ambient storage temperature of no less than 45°F, or as required by product manufacturer, whichever is more stringent.
3. Coating material shall be deemed unacceptable if it has been allowed to freeze.
4. Paint, coatings, reducing agents, and other solvents must be stored in original containers until opened; if not re-sealable, then must be transferred to UL approved safety containers. Provide proper ventilation, personal protection, and fire protection for storage and use of same.
5. On site gasoline storage tank will be safely located, grounded, and identified with proper labeling.
6. Comply with requirements set forth by the Occupational Safety and Health Administration (OSHA) for storage and use of painting materials and equipment.
7. CONTRACTOR shall provide all MSDS information for any materials that will be brought on site, including solvents for cleaning purposes. CONTRACTOR must receive approval prior to bringing material onsite. CONTRACTOR must have MSDS sheets for each material available on site, at all times. All MSDS must remain on site for the duration of the project.

D. Application:

1. Surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces", SSPC-Vis-1 and ASTM Designation D2200; "Standard Methods of Evaluating Degree of Rusting on Painted Steel Surfaces" SSPC-Vis-2 and ASTM Designation D610; "Visual Standard for Surfaces of New Steel Airblast Cleaned with Sand Abrasive" or "Guideline for Selecting and Specifying Concrete Surface Preparation for Sealers, Coating and Polymer Overlays," ICRI CSP Surface Profile Chips, as well as other pertinent sections of this specification and the Drawings.
2. Workmanship shall be performed by skilled workers thoroughly trained in necessary crafts and completely familiar with specific requirements and methods specified herein.

3. High pressure washing or blasting shall be performed only by personnel dedicated to quality. The CONTRACTOR will be asked to remove anyone from the work force who is observed performing unsatisfactory or unacceptable Work/results.
4. All coatings will be applied only by personnel dedicated to quality and proven capable of proper applications of each material. Areas are to be protected as required to guarantee cut-in areas are neat and not recklessly sprayed with various colors. Final appearance is expected to be of proper thickness, smoothness, and sheen. Thin, rough, and flat areas in appearance will be unacceptable. The CONTRACTOR will be asked to remove anyone from the work force who is observed performing unsatisfactory or unacceptable Work/results.
5. No coating or paint shall be applied when the surrounding air temperature or the temperature of the surface to be coated is below the minimum required temperature for the specified product; to wet or damp surfaces or in fog or mist; when the temperature is less than 5°F. above the dewpoint; when the air temperature is expected to drop below 40°F within six hours after application of coating. Dewpoint shall be measured by use of an approved instrument such as a sling psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometric Tables. If above conditions are prevalent, coating or painting shall be delayed or postponed until conditions are favorable. The day's coating or painting shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions.
6. No coating shall be applied unless the relative humidity is below 85%.
7. The CONTRACTOR is to provide ventilation for interior locations if required to establish adequate environmental conditions for coating application and curing, and/or OSHA regulations. Any ventilation to be installed is to be submitted in a plan of Work by the CONTRACTOR to the OWNER/Engineer for review prior to commencing Work.

E. Inspections:

1. The CONTRACTOR shall furnish, until final acceptance of coating and painting, inspection devices in good working condition for detection of holidays and measurement of wet and dry-film thickness of coating. The CONTRACTOR shall also furnish U.S. Department of Commerce; National Bureau of Standard certified thickness calibration plates to test accuracy of dry film thickness gauges. All necessary testing equipment shall be made available for the OWNER'S use at all times until final acceptance of application.
2. All parties, to include the OWNER or OWNER'S representative, CONTRACTOR, applicator, installer, any Subcontractors and the product manufacturer, shall meet a minimum of 72 hours prior to any Work is started to review the specification and discuss job specific expectations, needs, and requirements.
3. See "General Terms and Conditions," Section I "Special Conditions" for specific information on required preconstruction conference.
4. See Section 3.4 of the Technical Specification for information regarding hold point inspections throughout project.

1.5 SAFETY AND HEALTH REQUIREMENTS

- A. In accordance with requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals, the CONTRACTOR shall provide and require use of personnel protective lifesaving equipment for persons working on or about the project site.
- B. Head and face protection and respiratory device equipment shall include protective helmets, which shall be worn by all persons while in the vicinity of the Work. In addition, workers engaged in or near the Work during blasting operations shall wear eye and face protection devices and air purifying halfmask or mouthpiece respirators with appropriate filters. Barrier creams shall be used on any exposed areas of skin.
- C. Where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof. Ventilation shall reduce the concentration of air contaminant to the degree a hazard does not exist. Air circulation and exhausting of solvent vapors shall be continued until coatings have fully cured.
- D. Whenever the occupational noise exposure exceeds maximum allowable sound levels, the CONTRACTOR shall provide and require the use of approved ear protective devices.

PART 2 - PRODUCTS

2.1 GENERAL

- A. The CONTRACTOR may choose from any of the three listed NSF 600 approved manufacturer's interior two-coat epoxy coating systems for the base bid (Tnemec, Sherwin Williams, Carboline).
- B. The CONTRACTOR is to price three alternate interior zinc primer plus two-coat epoxy coating systems separately, as indicated.
- C. The CONTRACTOR is to include the exterior spot-repair coating systems with Alternate 4 - the removal of the abandoned telecommunications corral. See drawing S1.
- D. "Equal" products to those indicated in these specifications will be reviewed only if the listed products are unavailable to meet the bid and construction schedule for the product. Equal products shall include manufacturer's literature for each product giving the name product number, generic type, descriptive information, solids by volume, recommended dry film thickness and certified test reports showing equivalent or better performance criteria of the products indicated herein. No product will be considered that will decrease film thickness or offer a change in the generic type of coatings specified. In addition, a list of five similar projects shall be submitted in which each product has been used and rendered satisfactory service.

- E. No substitution will be considered unless request for approval has been submitted by the bidder and has been received by Engineer at least five days prior to bid closing date. The burden of proof of the merit of the proposed substitute is upon the bidder. The OWNER'S decision of approval or disapproval of the proposed substitute shall be final.

2.2 INTERIOR – BASE BID COATING SYSTEM

All existing interior coatings will be removed and a complete paint system will be installed. See section on surface preparation for additional information. The new coating system included in the base bid shall be NSF 600 compliant and meet the minimum requirements of AWWA Inside Coating System (ICS) No.1, as referenced in AWWA D102. ISC-1 is a two-coat, two-component epoxy coating system. *Note that if the manufacturer cannot provide documentation that the complete coating system is NSF 600 compliant, the OWNER and Engineer shall be notified in writing prior to ordering materials, and an alternate system shall be selected.*

Approved systems for the base bid are:

- A. Two-coat NSF 600 approved Tnemec Polyamidoamine Epoxy, series and application as follows:

First full coat:

Tnemec Pota-Pox Plus Series L140 Polyamidoamine Epoxy applied at 5.0 – 7.0 dry mils.

Stripe coat:

Tnemec Pota-Pox Plus Series L140 Polyamidoamine Epoxy applied at 3.0 – 5.0 dry mils.

Second full coat:

Tnemec Pota-Pox Plus Series L140 Polyamidoamine Epoxy applied at 5.0 – 7.0 dry mils.

Total average system thickness: 10.0-14.0 dry mils.

- B. Two-coat NSF 600 approved Sherwin Williams Phenalkamide Epoxy, series and application as follows:

First full coat:

Sherwin Williams SherPlate 600 PW Epoxy applied at 5.0 – 8.0 dry mils.

Stripe coat:

Sherwin Williams SherPlate 600 PW Epoxy applied at 3.0 – 4.0 dry mils.

Second full coat:

Sherwin Williams SherPlate 600 PW Epoxy applied at 5.0 – 8.0 dry mils.

Total average system thickness: 10.0-16.0 dry mils.

- C. Two-coat Carboline NSF 600 approved cross-linked epoxy polymeric amine, series and application as follows:

First full coat:

Carboline Carboguard 635 VOC applied at 4.0 – 8.0 dry mils.

Stripe coat:

Carboline Carboguard 635 VOC applied at 3.0 – 4.0 dry mils.

Second full coat:

Carboline Carboguard 635 VOC applied at 4.0 – 8.0 dry mils.

Total average system thickness: 8.0-16.0 dry mils. Do not exceed 16.0 mil maximum thickness.

2.3 INTERIOR – SEALANTS

All unwelded seams, lapped plates, joints and other inaccessible areas will be filled with an NSF 600 approved epoxy sealant. Sealant will be applied after blasting and prior to the first coat of paint. Approved sealants are as follows:

1. Sherwin Williams Steel Seam FT 910 or approved equal.

2.4 INTERIOR – ALTERNATE COATING SYSTEMS

Three alternate systems to the base bid are to be bid as follows:

All existing interior coatings will be removed and a complete paint system will be installed. See section on surface preparation for additional information. The new coating system included in the alternate bids shall be NSF 600 compliant and meet the minimum requirements of AWWA Inside Coating System (ICS) No.5, as referenced in AWWA D102. ISC-5 is a three-coat system consisting of an organic zinc-rich primer and intermediate coat and finish coat of two-component epoxy. *Note that if the manufacturer cannot provide documentation that the complete coating system is NSF 600 compliant, the OWNER and Engineer shall be notified in writing prior to ordering materials, and an alternate system shall be selected.*

The three alternate systems are to be **itemized and priced separately** on the bid form and are as follows:

A. ALTERNATE 1

NSF 600 approved system consisting of zinc primer plus two-coats of Tnemec Polyamidoamine Epoxy, series and application as follows:

Full prime coat:

Tnemec Hydro-Zinc Series 91-H2O Zinc-Rich Aromatic Urethane applied at 2.5 – 3.5 dry mils.

Stripe coat:

Tnemec Pota-Pox Plus Series L140 Polyamidoamine Epoxy applied at 3.0 – 5.0 dry mils.

Second full coat:

Tnemec Pota-Pox Plus Series L140 Polyamidoamine Epoxy applied at 4.0 – 6.0 dry mils.

Third full coat:

Tnemec Pota-Pox Plus Series L140 Polyamidoamine Epoxy applied at 4.0 – 6.0 dry mils.

Total average system thickness: 10.5-15.5 dry mils.

B. ALTERNATE 2

NSF 600 approved system consisting of zinc primer plus two-coats of Sherwin Williams Phenalkamide Epoxy, series and application as follows:

Full prime coat:

Sherwin Williams Corothane 1 Galva-Pack Zinc applied at 2.0 – 4.0 dry mils.

Stripe coat:

Sherwin Williams SherPlate 600 PW Epoxy applied at 3.0 – 4.0 dry mils.

Second full coat:

Sherwin Williams SherPlate 600 PW Epoxy applied at 5.0 – 8.0 dry mils.

Third full coat:

Sherwin Williams SherPlate 600 PW Epoxy applied at 5.0 – 8.0 dry mils.

Total average system thickness: 12.0-20.0 dry mils.

C. ALTERNATE 3

NSF 600 approved system consisting of zinc primer plus two-coats of Carboline cross-linked epoxy polymeric amine, series and application as follows:

Full prime coat:

Carboline Carbozinc 621 PW applied at 2.0 - 3.0 dry mils.

Stripe coat:

Carboline Carboguard 635 VOC applied at 3.0 – 4.0 dry mils.

Second full coat:

Carboline Carboguard 635 VOC applied at 4.0 – 8.0 dry mils.

Third full coat:

Carboline Carboguard 635 VOC applied at 4.0 – 8.0 dry mils.

Total average system thickness: 10.0-18.0 dry mils. Do not exceed 16.0 dry mils of Carboguard 635 VOC.

2.5 EXTERIOR COATING SYSTEMS

Exterior coating systems are to be provided only if Alternate 4 is selected. Exterior coating will be used to spot repair locations where an existing telecommunications corral is to be removed only. See sheet S1 for approximate locations. See section on surface preparation for additional information. Approved systems for the exterior spot repairs incorporated with Alternate 4 are:

A. Tnemec:

- a. Spot Primer: Modified Polyamidoamine epoxy, Series 135 Chembuild applied at 4.0-6.0 dry mils
- b. Spot second coat: HDP acrylic polymer, Series 1029 Enduratone applied at 2.0-3.0 dry mils.
- c. Spot third coat: HDP acrylic polymer, Series 1029 Enduratone applied at 2.0-3.0 dry mils. Third coat color to match existing tank finish color.

B. Sherwin Williams:

- a. Spot primer: 100% solids epoxy, Macropoxy 5000 Pre-Prime applied at 1.0-2.0 dry mils
- b. Spot second coat: HP waterborne acrylic, SherCryl HPA applied at 2.0-3.0 dry mils.
- c. Spot third coat: HP waterborne acrylic, SherCryl HPA applied at 2.0-3.0 dry mils. Third coat color to match existing tank finish color.

C. Carboline:

- a. Spot primer: cross-linked epoxy polymeric amine Carboguard 635 VOC applied at 4.0-6.0 dry mils
- b. Spot second coat: modified acrylic terpolymer Carbocrylic 3359 DTMC applied at 2.0-3.0 dry mils.
- c. Spot third coat: modified acrylic terpolymer Carbocrylic 3359 DTMC applied at 2.0-3.0 dry mils. Third coat color to match existing tank finish color.

PART 3 – EXECUTION

3.1 GENERAL

- A. A NACE certified technical representative from the paint manufacturer shall visit the job site to support the CONTRACTOR'S personnel or the OWNER as needed and/or requested. Visits are to be made on a weekly basis as a minimum or as needed to review

hold points for the OWNER (see Section 3.4). Additional visits shall be made as needed and/or requested by the OWNER or CONTRACTOR. The CONTRACTOR shall provide a 48 hour notice for each hold point review.

- B. All surface preparation, coating and painting shall conform to applicable standards of the AMPP, SSPC, NACE, ICRI, and the manufacturer's printed instructions. Material applied prior to approval of the surface by the OWNER shall be removed and reapplied to the satisfaction of the OWNER at the expense of the CONTRACTOR.
- C. All Work shall be performed by skilled craftsmen qualified to perform the required Work in a manner comparable with the best standards of practice. Continuity of personnel shall be maintained, and transfers of key personnel shall be coordinated with the OWNER.
- D. The CONTRACTOR shall provide a competent supervisor satisfactory to the OWNER, at the work site during cleaning and application operations. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications, instructions, directions, notices given to the supervisor by the OWNER shall be binding to the CONTRACTOR
- E. The CONTRACTOR'S coating and painting equipment shall be designed for application of materials specified and shall be maintained in first class working condition. Compressors shall have suitable traps and filters to remove water and oils from the air. CONTRACTOR'S equipment shall be subject to approval of the OWNER.
- F. The CONTRACTOR shall keep the area Work and the surrounding environment in a clean condition. The CONTRACTOR shall not permit materials to accumulate as to constitute a nuisance or hazard to the accomplishment of the Work, the operation of the existing facilities, or nuisance to the surrounding environment.

3.2 SURFACE PREPARATION

- A. The latest revision of the following surface preparation specifications of SSPC and NACE shall form a part of this specification:
 - 1. Solvent Cleaning (SSPC-SP1): Removal of oil, grease, soil and other contaminants by use of solvents, emulsions, cleaning compounds, steam cleaning or similar materials and methods which involve a solvent or cleaning action.
 - 2. Power Tool Cleaning (SSPC-SP3): Removal of loose rust, mill scale and loose paint to the degree specified, by power tool chipping, descaling, sanding, wire brushing and grinding.
 - 3. Brush-Off Blast Cleaning (SSPC-SP7/NACE 4): Brush-off blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose coating. Tightly adherent mill scale, rust, and coating may remain on the surface. Mill scale, rust, and coating are

considered tightly adherent if they cannot be removed by lifting with a dull putty knife after abrasive blast cleaning has been performed.

4. Commercial Blast Cleaning (SSPC-SP6/NACE 3): Blast cleaning until at least 66 percent of each element of surface area is free of all visible residues.
5. Near-White Metal Blast Cleaning (SSPC-SP10/NACE 2): Blast cleaning to nearly white metal cleanliness, until at least 95 percent of each element of surface area is free of all visible residues.
6. Power Tool Cleaning to Bare Metal (SSPC-SP11): This standard covers the requirements for power tool cleaning to produce a bare metal surface and to retain or produce a minimum 25 micrometer (1.0 mil) surface profile. This standard is suitable where a roughened, clean, bare metal surface is required, but where abrasive blasting is not feasible or permissible.
7. Commercial Grade Power Tool Cleaning (SSPC-SP15): This standard covers the requirements for power tool cleaning to provide a commercial grade power tool cleaned steel surface and to retain or produce a minimum 25 micrometers (1.0 mil) surface profile.
8. Waterjet Cleaning of Metals – Light Cleaning (SSPC-SP WJ-4 / NACE WJ-4)
9. Surface Preparation of Concrete (SSPC-SP13/NACE No.6): This standard gives requirements for surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems.
10. SSPC PA1 – Shop, field, and maintenance coating of metals.

B. Blast media and cleaning per SSPC-SP10:

1. Blast cleaning for all surfaces shall be by dry method unless otherwise directed.
2. Particle size of abrasives used in blast cleaning shall be that which will produce a 1.5 – 3.0 mil (37.5 microns – 76.2 microns) surface profile or in accordance with recommendations of the manufacturer of the specified coating or paint system to be applied.
3. Abrasive used in blast cleaning operations shall be new, washed, graded and free of contaminants that would interfere with adhesion of coating or paint and shall not be reused unless specifically approved by the Engineer.
4. During blast cleaning operations, caution shall be exercised to insure that surrounding existing coatings or paint are not exposed to abrasion from blast cleaning.

5. The CONTRACTOR shall keep the area of it's Work and the surrounding environment in a clean condition. He shall not permit blasting materials to accumulate as to constitute a nuisance or hazard to the accomplishment of the Work, the operation of the existing facilities, or nuisance to the surrounding environment.
6. Blast cleaned surfaces shall be cleaned prior to application of specified coatings or paint. No coatings or paint shall be applied over damp or moist surfaces.

C. Specific Surface preparation:

1. Interior:
Near-White Metal Blast Cleaning SSPC-SP10 with a surface/anchor profile of 1.5mil-3.0mil. Flash rust will not be permitted to form or remain on interior surfaces to receive coating application. The CONTRACTOR is to make provisions to only clean what can be coated in one day's Work.
2. Exterior spot repairs at removed telecommunications equipment corrals:
Remove all visible contaminantes, loose mill scale, loose rust and other corrosion products, and loose paint have not been via SSPC-SP2 Hand Tool Cleaning or SSPC-SP3 Power Tool Cleaning with a minimum anchor/surface profile of 1.0 mils. Feather all edges so coatings are tightly adhered when new coating is installed.

3.3 APPLICATION

- A. Coating and paint application shall conform to the requirements of the Steel Structures Painting Council Paint Application Specification SSPC-PA1, latest revision, for "Shop, Field and Maintenance Painting," and the manufacturer of the coating and paint materials.
- B. Paint shall be applied only on thoroughly dry surfaces and during periods of favorable weather, unless otherwise allowed by the paint manufacturer. See Section 1.4, paragraph D for additional information required environmental conditions for coating applications.
- C. Thinning shall be permitted only as recommended by the manufacturer and approved by the OWNER.
- D. Each application of coating or paint shall be applied evenly, free of brush marks, sags, runs, with no evidence of poor workmanship. Care shall be exercised to avoid lapping on glass, hardware, aluminum elements such as guardrails and ladders, fiberglass, or vent screens. See Section 4.2 for schedule of elements to be coated and elements not to be coated. If confusion arises regarding elements to coat, contact the OWNER or Engineer for clarification prior to bid.

- E. Coatings and paints shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes.
- F. All ingredients in any container of the coating materials shall be thoroughly mixed and shall be agitated often enough during application to keep the pigment suspended. Should thinning be required, the correct thinners must be used for each respective coating used. Minimal amounts will be used and amounts will not exceed the amounts specified by the coating manufacturer. Excessive thinning and creation of too thin materials, which contribute to runs, sags, or drips in the applied coatings will be unacceptable and personnel creating/performing such conditions will not be allowed to continue material preparations or applications.
- G. Application of interior coatings shall be spray applied unless otherwise permitted by the selected manufacturer's product data. Interior coatings shall also be applied in accordance with the manufacturer's recommendations. Exterior coatings at spot repairs are to be brush or roller applied, and in accordance with manufacturer's recommendations. All material shall be evenly applied to form a smooth, continuous, unbroken coating and within the specified coating thickness.
- H. Protective coverings or drop cloths shall be used to protect floors, fixtures, and equipment when required. Care shall be exercised to prevent coatings or paint from being spattered onto surfaces that are not to be coated or painted. Surfaces from which materials cannot be removed satisfactorily shall be recoated or repainted as required to produce a finish satisfactory to the OWNER.
- I. When two coats of paint are specified, where possible, the first coat shall contain sufficient approved color additive to act as an indicator of coverage or the two coats must be of contrasting color.
- J. Dry film thickness per coat shall be within the ranges specified in Section 2.
- K. Provide proper application equipment, including ladders, scaffolding, masking materials, and tools to perform all Work. Ladders and scaffolding shall meet or exceed UL requirements and Metal Ladder Manufacturer's Association
- L. All material shall be applied as specified in these documents and Drawings as well as the manufacturer's product data.
- M. All welds, edges and other irregular surfaces shall receive a stripe coat of the specified product prior to application of the second complete coat.

3.4 COATING SYSTEM INSPECTION AND TESTING

- A. The CONTRACTOR will be expected to routinely verify wet mil thickness as coatings are being applied to guarantee the respective coating thickness is as specified. The final dry mil thickness will also be checked for compliance to this specification.

- B. Surface preparation must be approved by the Engineer, OWNER, and the coating manufacturer prior to any coatings being applied. The required steel/anchor surface profile is to be verified using a properly calibrated DeFelsko PisiTector SPG (or similar surface profile gauge).
- C. After application of each coating in the specified system and its surface has cured, measure its thickness with a properly calibrated DeFelsko PosiTector 200 B or C gauge (or equivalent device) for concrete surfaces or DeFelsko PosiTector 6000 gauge for metallic surfaces to determine, as best possible, the dry mil thickness of each coating. Alternatively, a DeFelsko PosiTest FM magnetic pull-off type gauge (or equivalent conforming to ASTM D7091) may be used to verify dry-film thicknesses on metallic substrates.
- D. Holiday Checking: Non-destructive holiday detectors shall be used to verify coating system continuity after the final coat has been installed. The holiday detectors shall not exceed the voltage recommended by the manufacturer of the coating system. For thicknesses between 10 and 20 mils (250 microns and 500 microns), a non-sudsing type wetting agent, such as Kodak Photo-Flo, may be added to the water prior to wetting the detector sponge. All pinholes shall be marked, repaired in accordance with the manufacturer's printed recommendations, and retested. No pinholes or other irregularities will be permitted in the final coating.
- E. Make as many determinations as needed to ensure the specified thickness values in each typical area. Stripe coat corners and sharp edges as required. To all surfaces having less dry film thickness than specified, apply additional coat(s) at no extra cost to the OWNER to bring thickness up to specification.
- F. Painting CONTRACTOR shall permit the OWNER'S representative and/or paint and coating manufacturer (as requested by OWNER) to review Work for conformance to this specification. Engineer and OWNER reserve the right to reject all Work that does not comply with this specification.
- G. The CONTRACTOR shall hire a qualified third party coatings inspector to perform hold point inspections at the below listed "hold points." Visits shall be made as needed to review hold points. All hold point inspections are to have a report of findings submitted to the OWNER and Engineer for review. At a minimum, the hold points for inspection shall be:
1. After surface preparation prior to application of first coat or prime coat.
 2. After each coat to verify film thickness and an overall visual inspection.
 3. After the final coat to verify film thickness and conduct an overall visual inspection.
 4. Holiday testing per NACE/AMPP SP0188 is to be performed by CONTRACTOR'S third party inspector at the conclusion of the final coat application. Holiday testing should include all immersed surfaces to (1) foot above the MWL. The OWNER/Engineer are to be allowed to observe the testing.
- H. The OWNER reserves the right to perform tests of any items to ensure compliance of the installed products with the performance requirements of this specification. Tests will be

the responsibility of the OWNER under direction of the OWNER'S representative. If tests result in substandard performance of the applied coating, the burden is on the CONTRACTOR to correct any deficiencies encountered to ensure compliance with this specification.

3.5 COLOR SCHEME

- A. Color submittals at exterior locations included in Alternate 4 will be made to the OWNER for approval prior to application. Paint selection at interior locations is to be the selected manufacturer's standard white, beige, or similar. See Section 1.4, paragraph B for additional information on submittals.

3.6 PROTECTION AND CLEAN UP

- A. Upon completion of the Work, all staging, scaffolding, and containers shall be removed from the site or destroyed in a manner approved by the OWNER. Coating or paint spots and oil or stains upon adjacent surfaces shall be removed and the jobsite cleaned. All damage to surfaces resulting from the Work of this section shall be cleaned, repaired, or refinished to the satisfaction of the OWNER at no cost to the OWNER.
- B. It shall be the responsibility of the CONTRACTOR to protect at all times, in areas where painting is being done, floors, materials of other crafts, equipment, vehicles, fixtures, and finished surfaces adjacent to paint Work. Cover all electric plates, surface hardware, nameplates, gauge glasses, etc., before start of painting Work.
 - 1. Provisions shall be made to contain all debris, blast media, and paint chips generated from the cleaning operations. The CONTRACTOR will be required to protect the ground surface and collect and dispose of all debris generated during the removal of the existing coating as outlined above at no cost to the OWNER.
 - 2. At the option of the OWNER during the course of this project, the CONTRACTOR will contain all spent abrasives, old paint chips, paint overspray and debris by means suitable to the OWNER, including, but not limited to, full shrouding of the area.
- C. After completion of all painting, the CONTRACTOR shall remove from job site all painting equipment, surplus materials and debris resulting from this Work.
- D. The CONTRACTOR is responsible for the removal and proper disposal of all hazardous materials from the job site in accordance with Local, State and Federal requirements as outlined by the Environmental Protection Agency.

3.7 WARRANTY AND TOUCH-UPS

- A. The CONTRACTOR will warrant the Work free of defects in workmanship for a period of one year from the acceptance of the Work. Items to be included in the warranty are blistering, peeling, delamination, or any other failure of the specified coating due to error in the application process. At the end of one year, the CONTRACTOR will return for a

one-year anniversary inspection of the Work. The CONTRACTOR will correct any deficiencies found at no cost to the OWNER. Inspections shall be conducted to conform to OWNER'S specification. Items excluded from this warranty are as follows:

1. Defects or failures resulting from abuse by the OWNER;
 2. Defects in design involving failure of the structural frame or foundations; and
 3. Damage caused by fire, tornado, hail, hurricane, acts of God, wars, riots or civil commotion.
- B. The CONTRACTOR is to obtain from the product manufacturer a warranty of the specified products for a minimum of five (5) years beyond the completion date. The warranty shall ensure that the product as installed does not check, crack, excessively chalk, delaminate from the substrate, or allow water to penetrate through the coating for the period stated above. This warranty is to be conveyed to the OWNER at completion of the job and prior to the project closeout.
- C. Strict adherence to manufacturer's complete touch-up recommendations shall be followed. Any questions relative to compatibility of products shall be brought to the OWNER and manufacturer's attention. Otherwise, CONTRACTOR assumes full responsibility.
- D. The CONTRACTOR shall provide, at the end of the project, at least one (1) gallon of each generic topcoat in each color as specified by the OWNER for future touch-up. Two gallons may be required for two (2) component materials.

PART 4 – SCHEDULE

4.1 PROJECT SCHEDULE

- A. Bidders shall submit a timeline type schedule from date of award showing mobilization, job start, and job completion dates with project milestones included with the bid package that will meet PWC's required project completion timeframe – see General Terms and Conditions. Bidders shall specify total number of lost days due to weather that are included on their schedule for the project. Lost days in excess of this number will be considered for extension of the approved completion date by the same number of days, however project closeout must be completed by the end of PWC's fiscal year.
- B. Schedule is for Work to begin immediately following award. CONTRACTOR shall commit sufficient resources to the project so that all Work can be completed in a timely manner.

4.2 COATING SCHEDULE

- A. Interior elements to be coated during this project:
1. All interior surfaces including but not limited to: entire tank below MWL, roof and walls of tank above MWL, center riser, stiffeners, braces, ladders, interior pipes,

and overflow pipe. CONTRACTOR to provide sufficient quantities in the bid to coat all surfaces.

B. Exterior elements to be coated during this project:

1. Spot repairs at removed telecommunications equipment corral posts if Alternate 4 is selected by the OWNER. Additional areas if tank is damaged during removal of telecommunications equipment corral.

C. Interior elements to be protected from coating during this project:

1. Any aluminum or hot dip galvanized elements and fasteners unless noted otherwise.
2. Wire screens and fastening components at roof ventilator and overflow openings.
3. Any labels (such as Underwriter Laboratories and Factory Mutual), gauges, signage, placards, and similar items, unless specifically directed.
4. Electrical conduit, unless specifically directed.
5. Locks and keyholes.
6. Any moving parts of operating units such as valve and damper operators, sensing devices, motor and fan shafts, etc. unless otherwise noted.
7. Stainless steel elements.

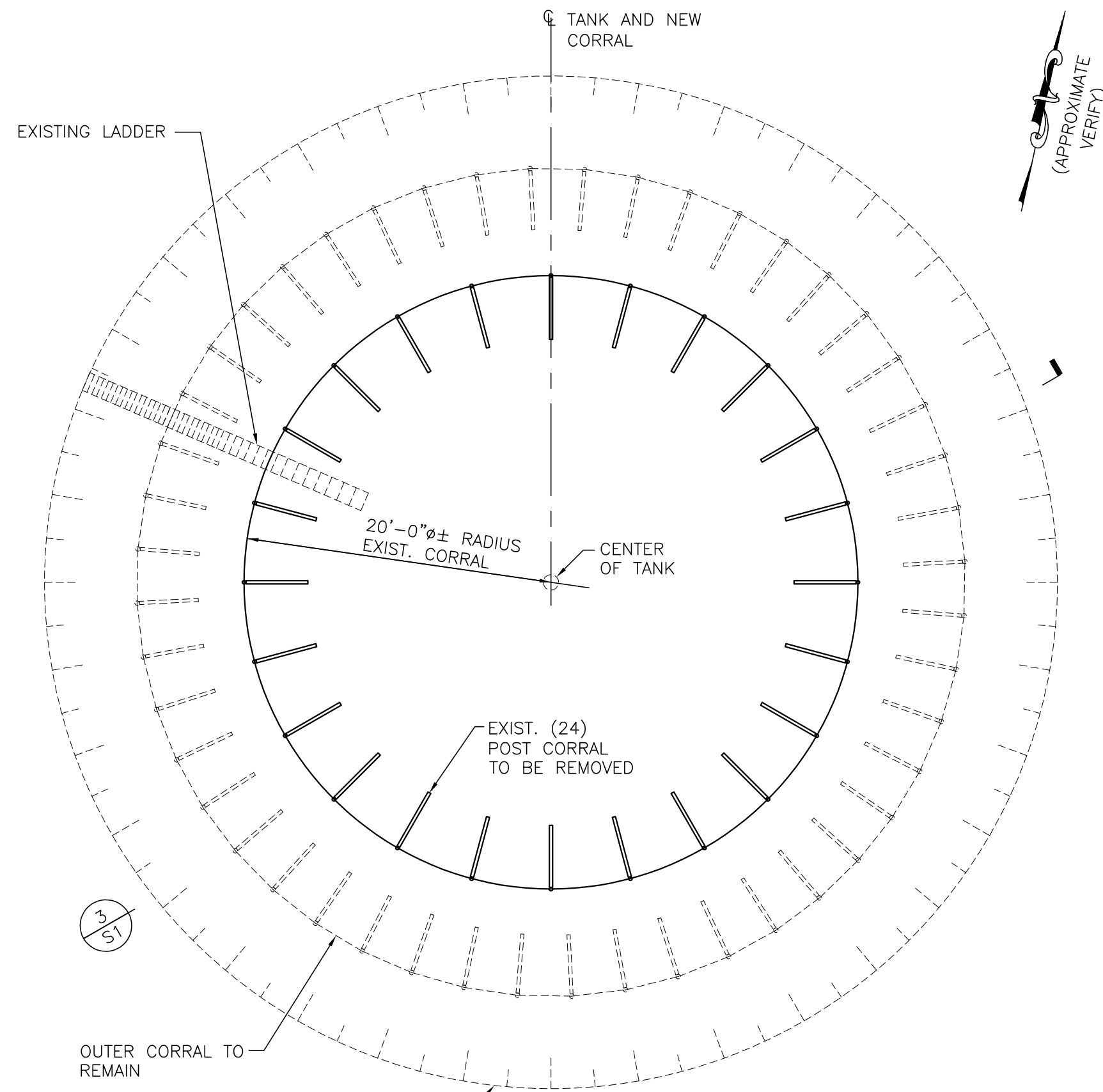
END OF TECHNICAL SPECIFICATION

CONTRACT DRAWINGS

ALTERNATE 4 SCOPE OF WORK:
Demolish existing abandoned 24-post "interior" corral on top of the Cliffdale Road elevated water storage tank.

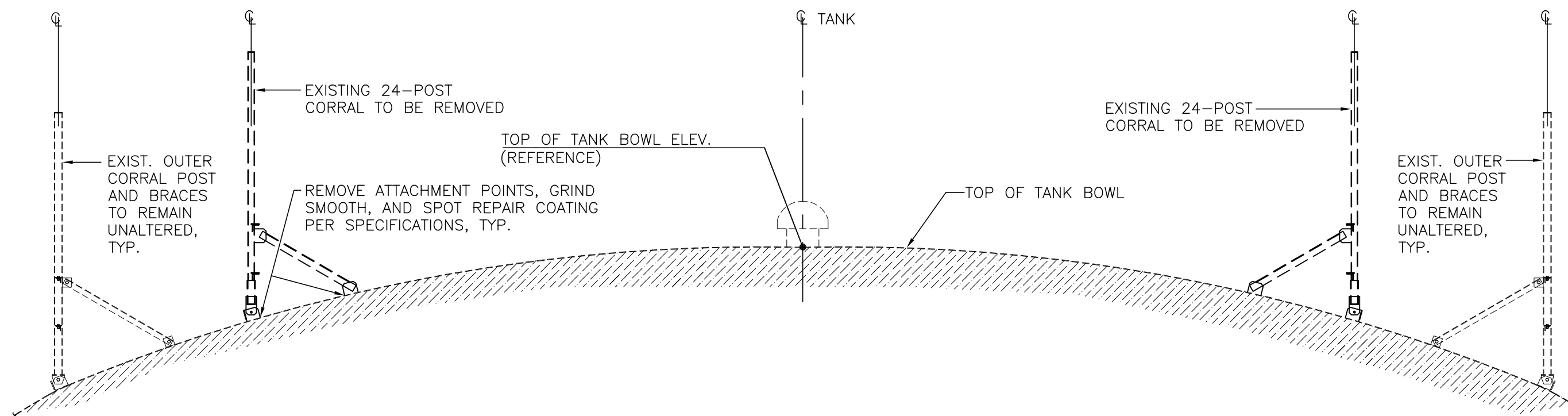
GENERAL NOTES:

- A. Demolition of 24-post interior corral is to be part of Alternate 4. Upon approval of Alternate 4, all demolition work portrayed on this drawing is to be performed in its entirety prior to any interior surface preparation of the top of the roof or coating installation.
- B. Coordinate removal of any existing utilities located on the corral to be removed with the Fayetteville PWC prior to demolishing corral.
- C. Once removal of corral is complete contractor is to grind smooth and prepare the surface for touch ups in accordance with project specifications and SSPC SP3 Power Tool Cleaning.
- D. Touch up coating using an epoxy primer and two coats of acrylic top coat per project specifications. The finish coat of coating to match existing tank color and meet the project specifications.
- E. Contractor to exercise care when lowering demolished portions of corral off of existing tank. Do not damage existing tank structure or coating. If damage occurs contractor to repair and touch up at no additional cost to the owner.



GENERAL NOTES 1
NO SCALE S1

PLAN AT TOP OF TANK 2
NO SCALE S1



SECTION AT TANK TOP 3
NO SCALE S1



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- STRUCTURAL ENGINEERING
- BUILDING ENCLOSURES

1004 HAY STREET, FAYETTEVILLE, NC 28305
OFFICE 910-433-2825
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PROJECT NAME



1MG Cliffdale Elevated Water Storage Tank

601 Castle Rising Rd
Fayetteville, NC 28314

SEAL



PROJECT TEAM

DESIGNED BY:
J. KELLS, PE, SE

DRAWN BY:
SWV/JK

CHECKED BY:
JK

REVISIONS

NO.	REASON	DATE

SHEET TITLE

ALTERNATE 4

TOP OF TANK PLAN, SECTION AND NOTES

DATE	SHEET NUMBER
04/05/22	S1

PROJECT NO.
17-158

8426.20

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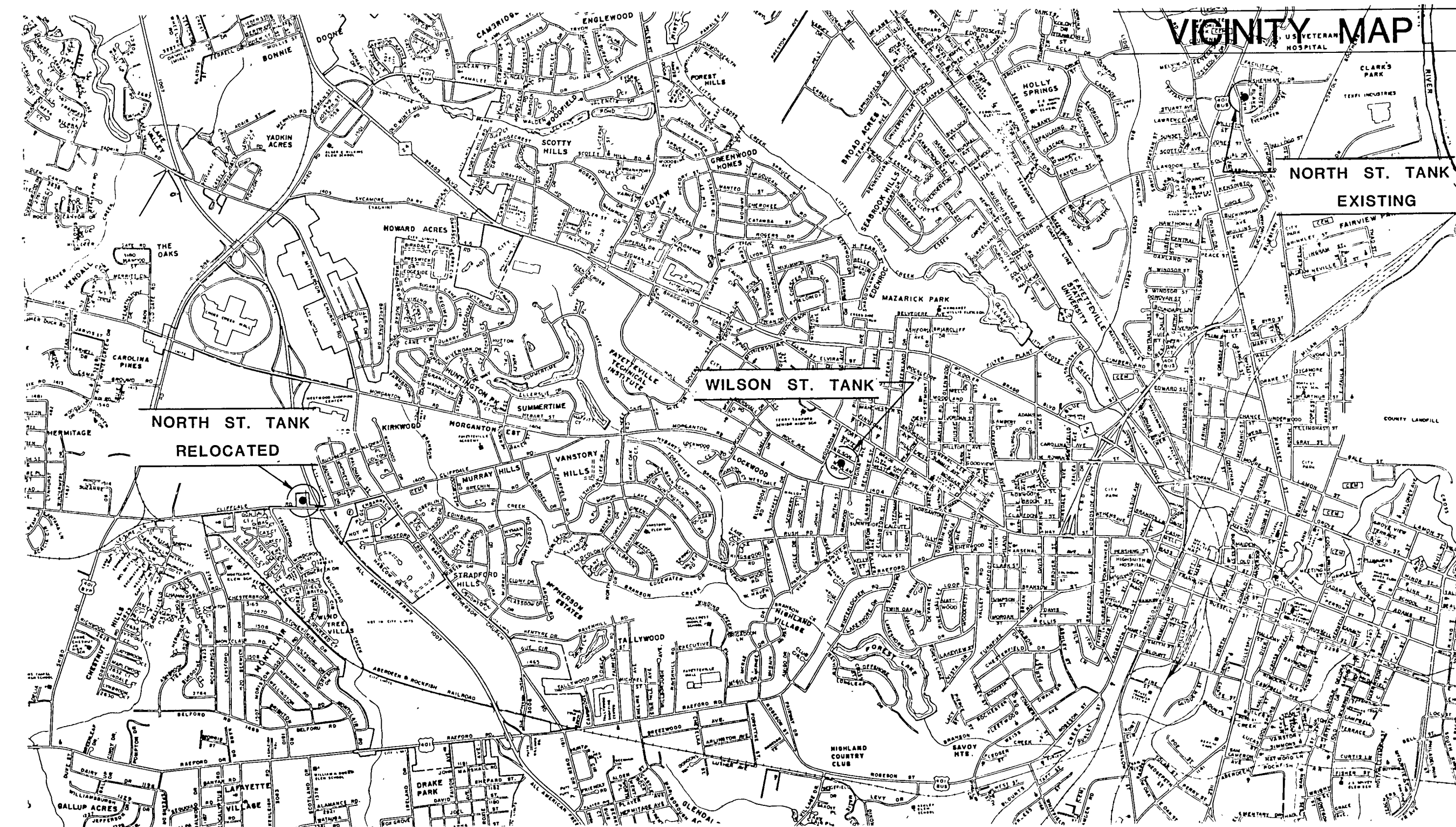
PUBLIC WORKS COMMISSION

ELEVATED WATER TANK IMPROVEMENTS NORTH STREET & WILSON STREET

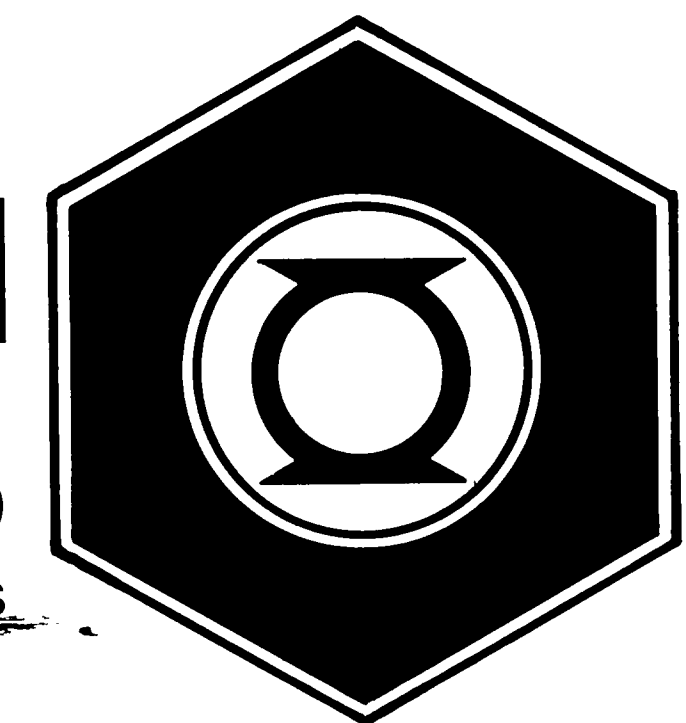
FAYETTEVILLE, NORTH CAROLINA

INDEX TO DRAWINGS

- CS COVER SHEET
- C1 RELOCATION & MODIFICATION OF NORTH STREET
- C2 DETAILS & SECTIONS NORTH STREET
- C3 MODIFICATIONS TO WILSON STREET
- C4 DETAILS



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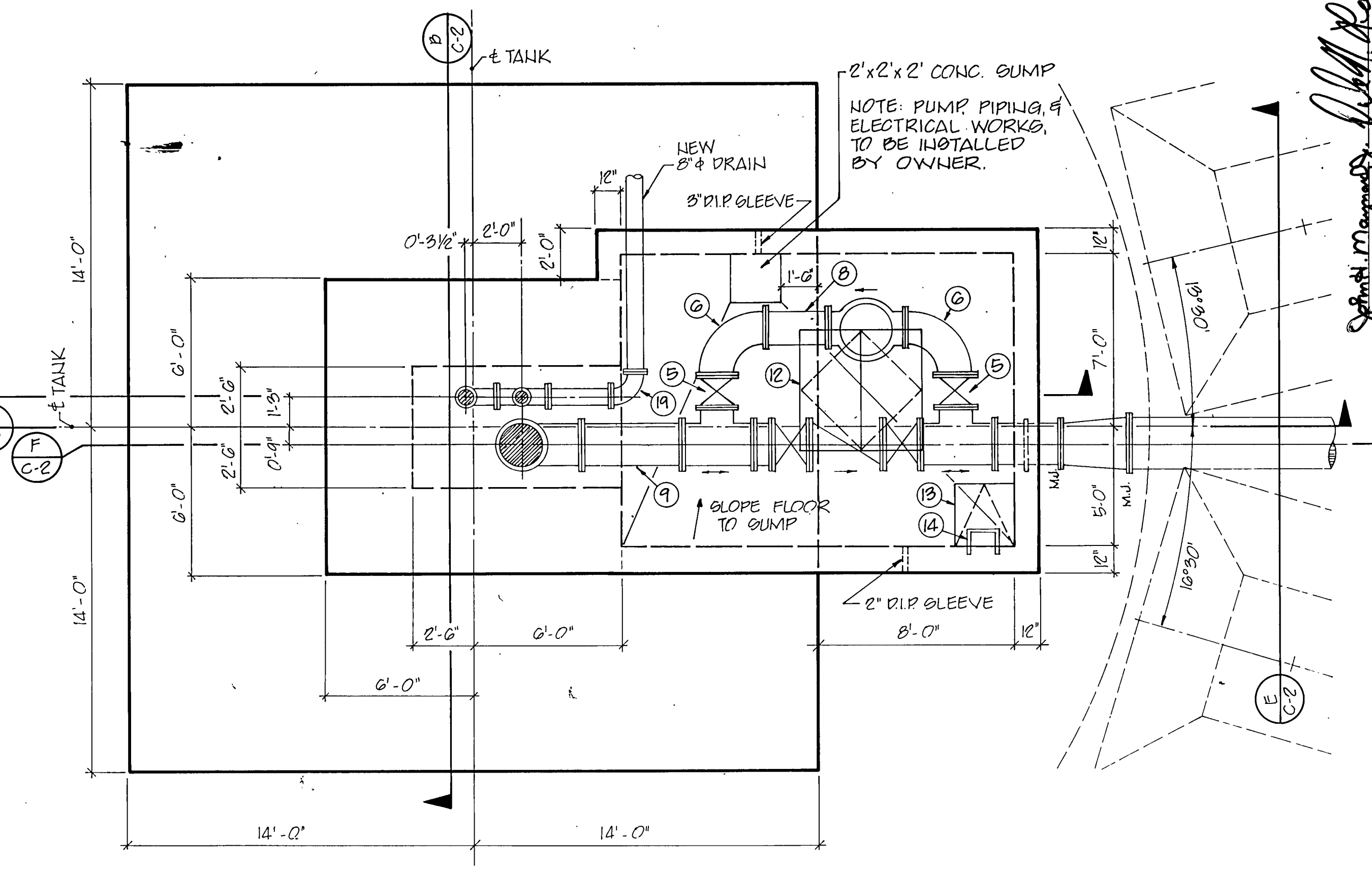
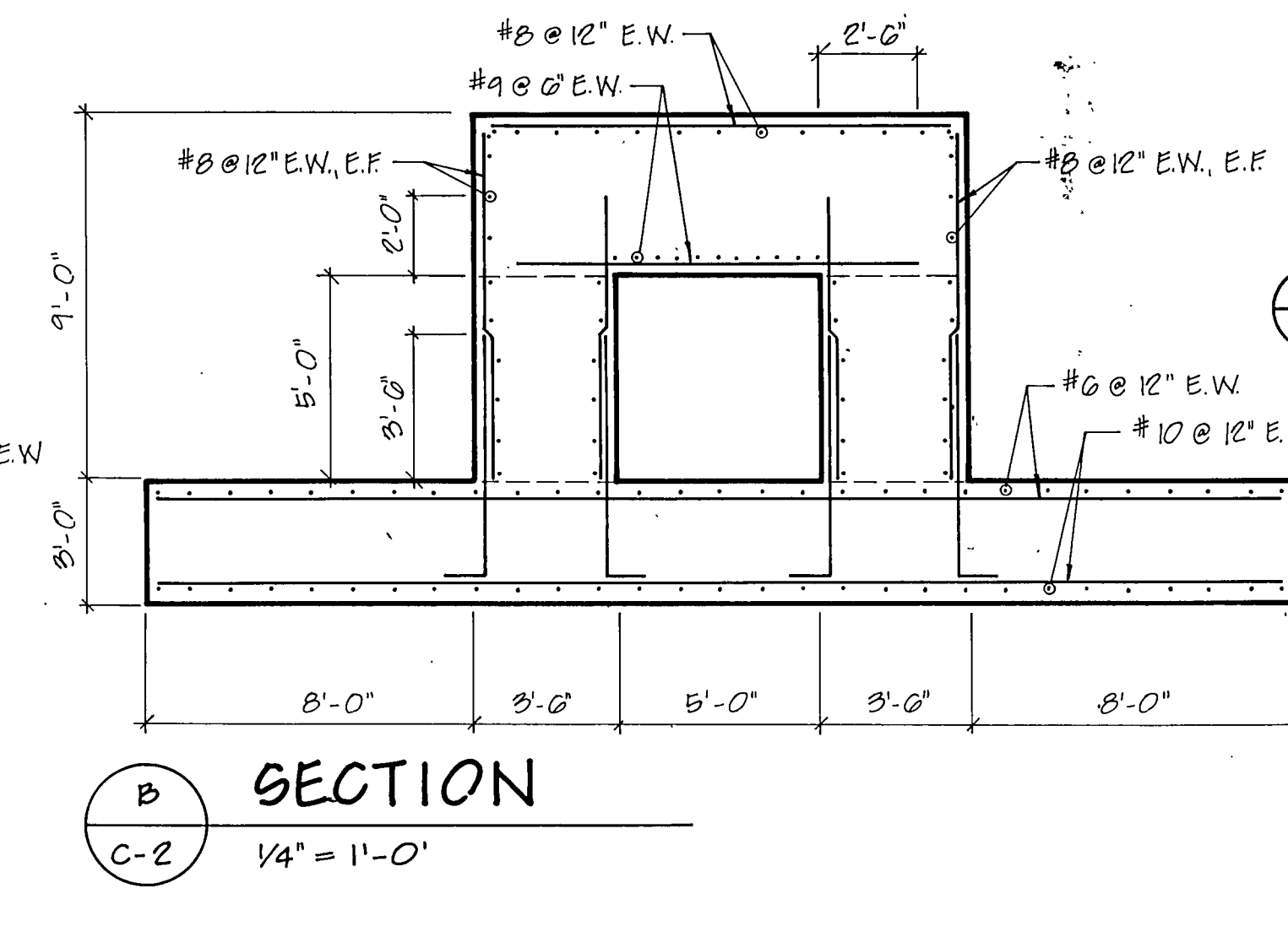
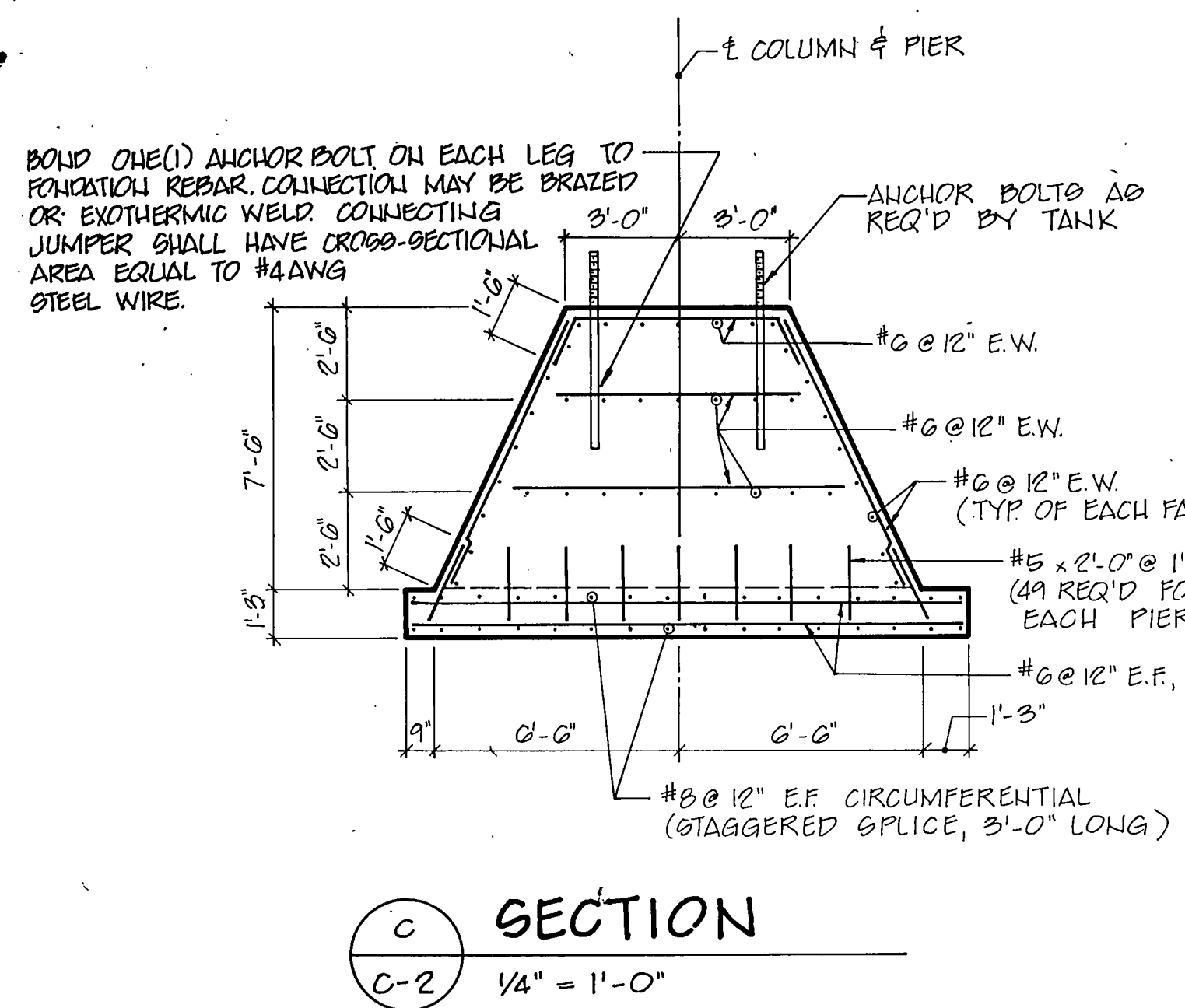


CONTRACT NO. 8426.20

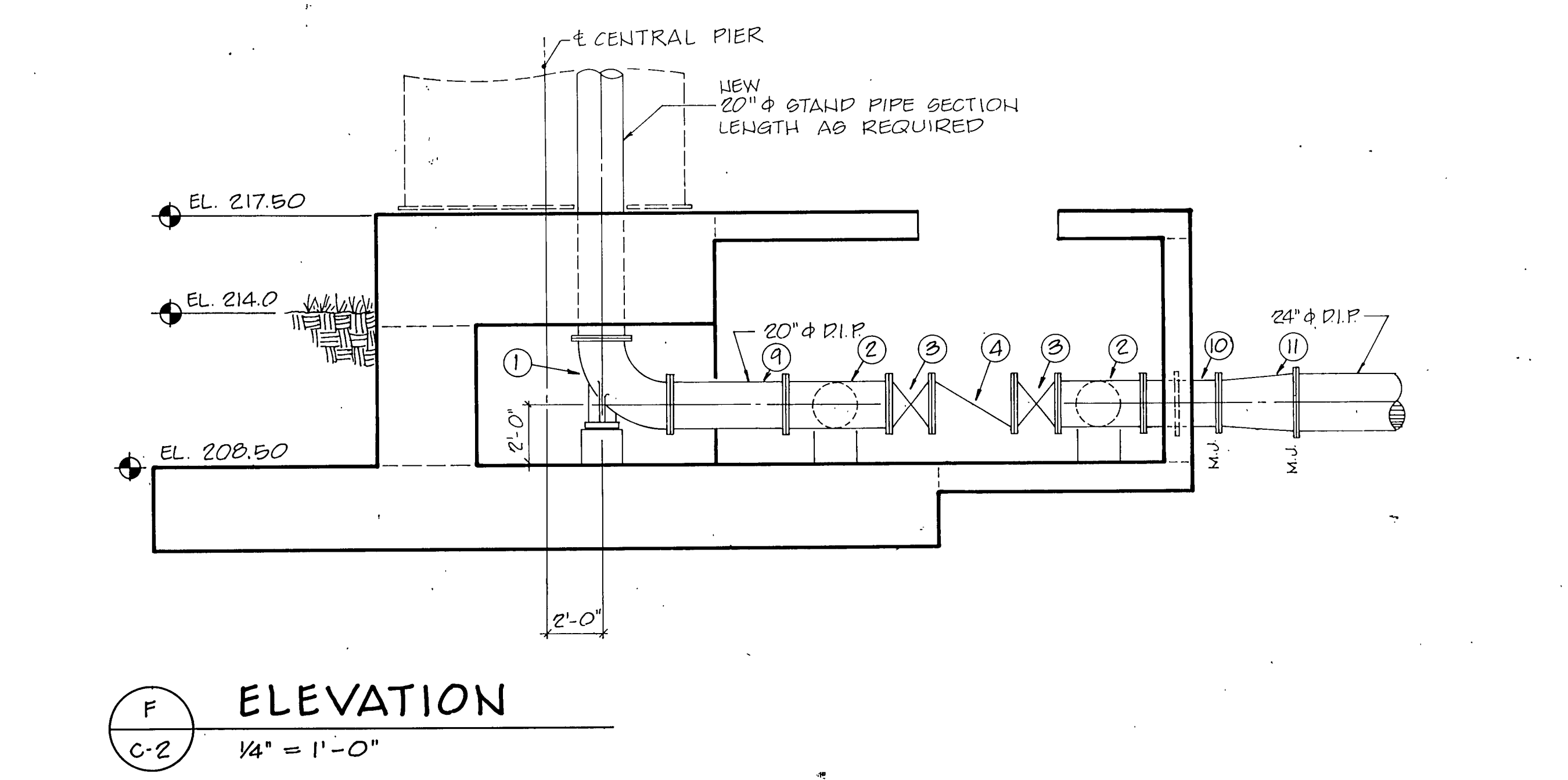
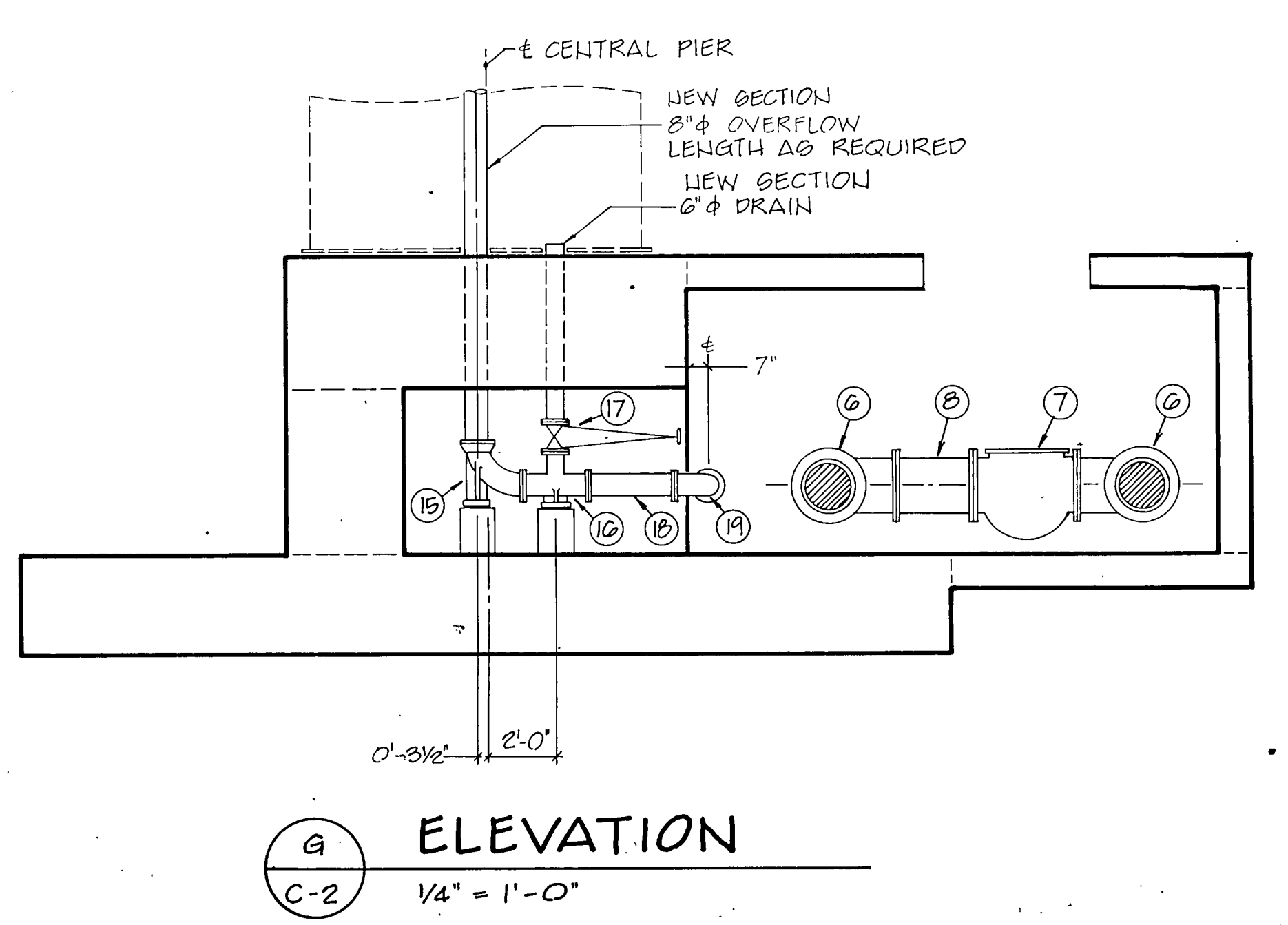
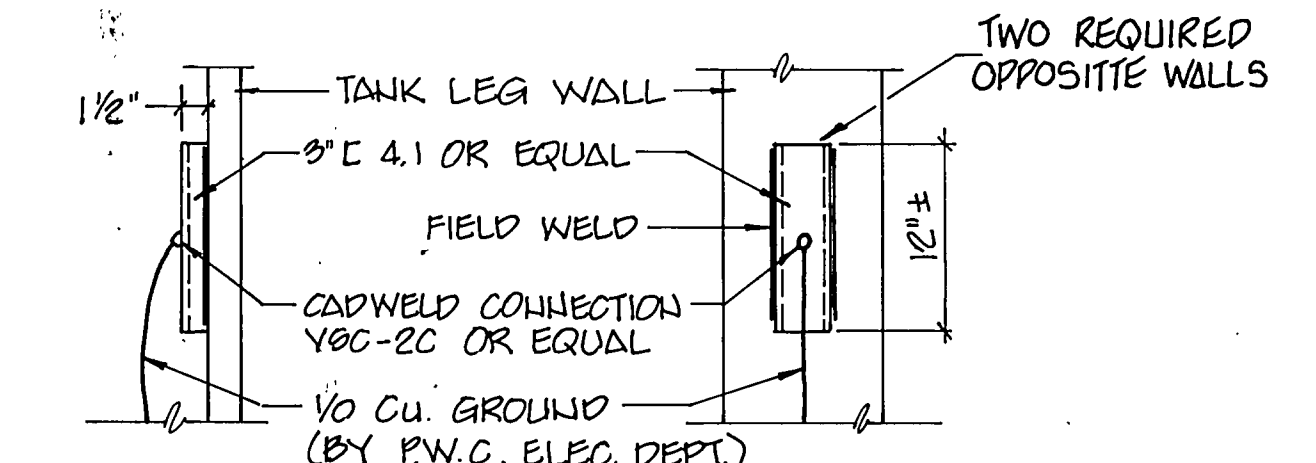
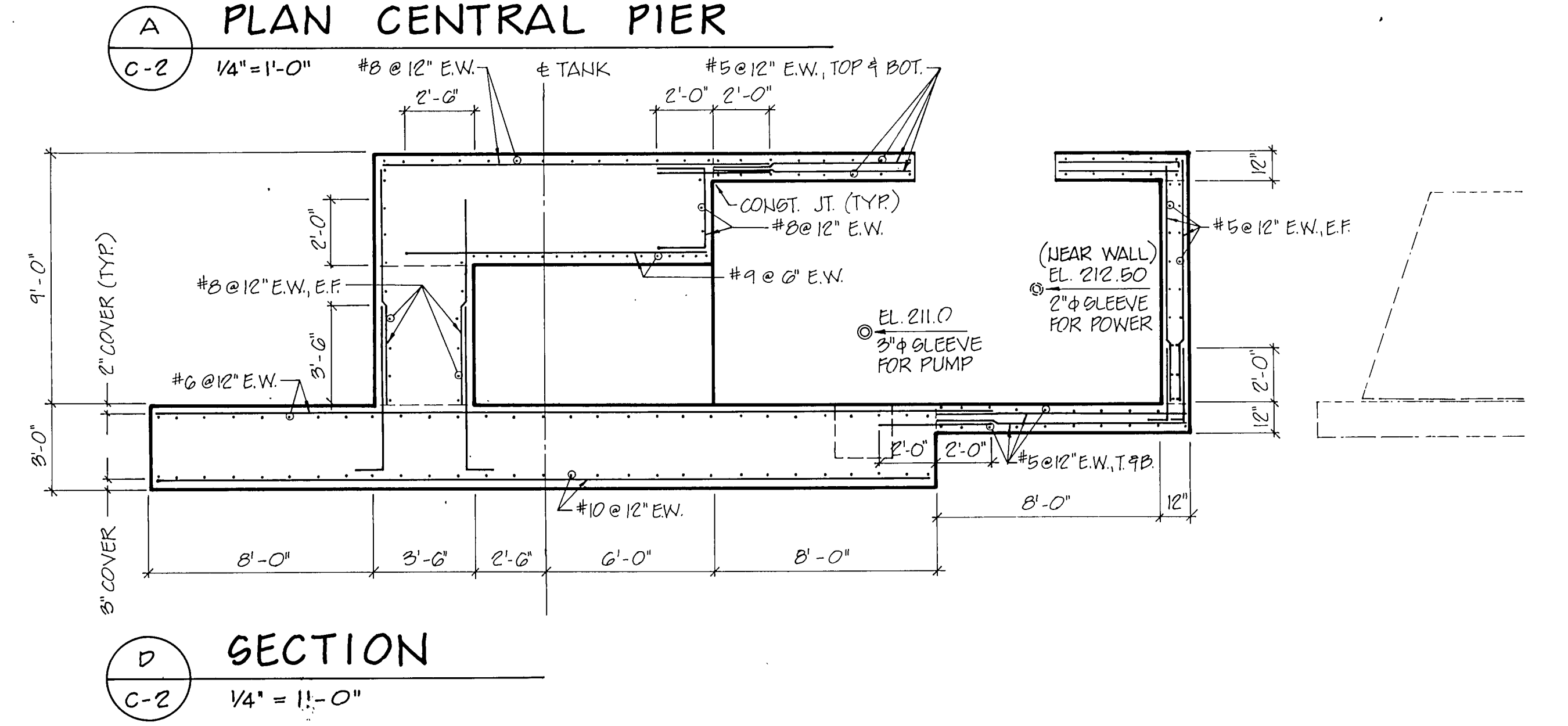
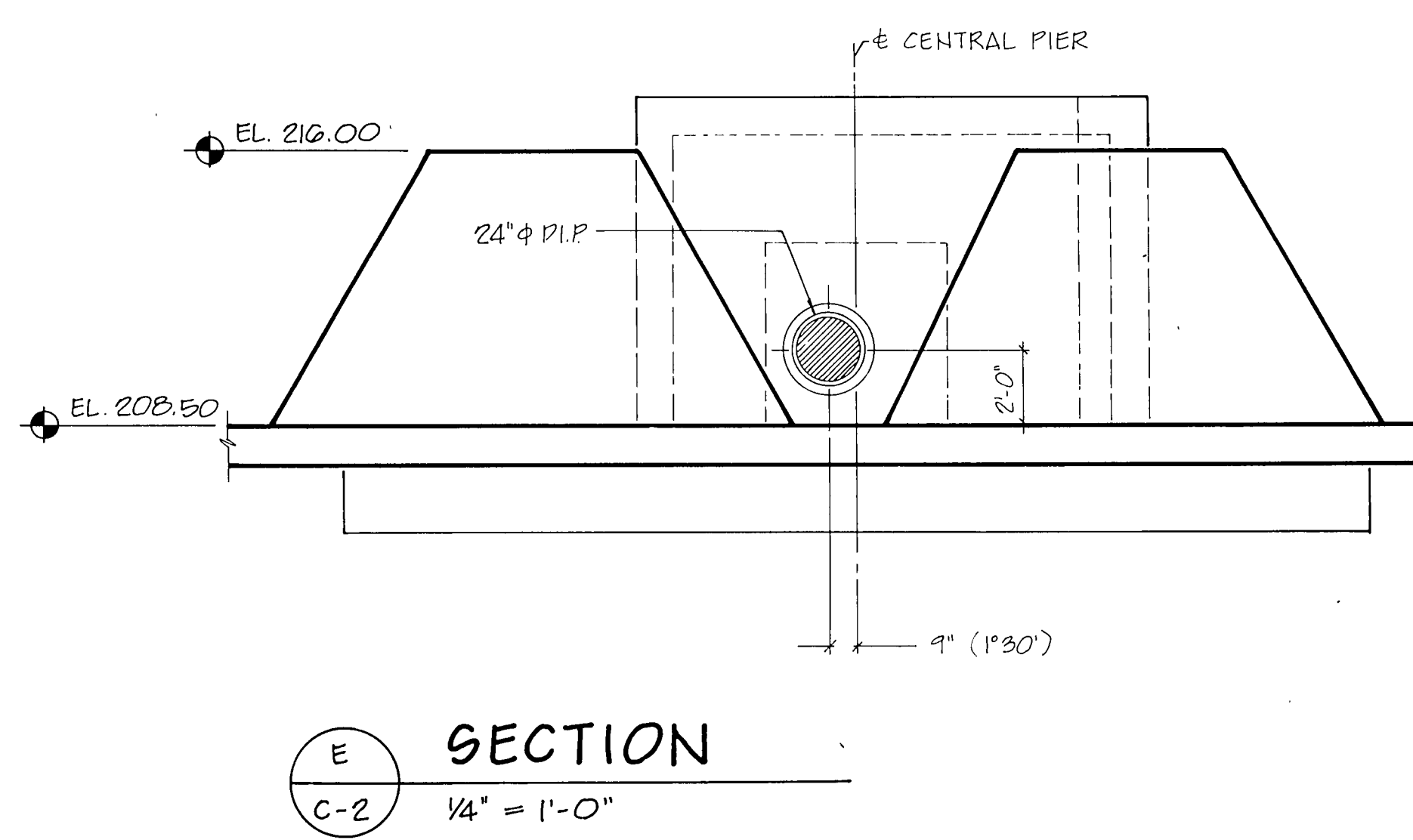
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- KEYNOTES**
- (1) Relocated 20"-90 Elbow w/ base
 - (2) Relocated 20" x 16" Tee
 - (3) Relocated 20" Gate valve
 - (4) Relocated 20" Check valve
 - (5) Relocated 16" Gate valve
 - (6) Relocated 16"-90 Elbow
 - (7) Relocated 16" Altitude valve
 - (8) New 16" Spindle
 - (9) New 20" Spindle
 - (10) New 20" Wall sleeve FLG-MJ
 - (11) New 24" x 20" Reducer MJ
 - (12) New 5' x 5' Aluminum hatch (see detail C-4)
 - (13) New 2'-6" x 2'-6" Alum. hatch (see detail)
 - (14) New Manhole steps
 - (15) Relocated 8"-90 Elbow w/ base
 - (16) Relocated 8" x 8" Tee w/ base
 - (17) Relocated 8" Gate valve w/ extended operator
 - (18) New 8" Section
 - (19) New 8" - 90 Elbow



JOHN H. MCGOWAN
 10/12/85
 10-7-85

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RALEIGH AND GREENVILLE, NORTH CAROLINA

PUBLIC WORKS COMMISSION

ELEVATED WATER TANK IMPROVEMENTS

NORTH ST. & WILSON ST.
FAYETTEVILLE, NC

DETAILS & SECTIONS

NORTH STREET

ELEVATED WATER TANK

REVISIONS

22 OCT 85

SCALE

AS NOTED

DRAWN BY

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DATE

SEP. 1985

CONTRACT NO.

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