

CITY OF MAYSVILLE

Mays Lick Tank Rehab Project

15 May 2023

City of Maysville, KY  
216 Bridge Street  
Maysville, KY

## **ADVERTISEMENT FOR BIDS**

Separate, sealed BIDS for **City of Maysville; Mays Lick Tank Rehab Project, 2023** will be received by the City of Maysville at the Municipal Building, 216 Bridge Street, Maysville, KY until **10:00 AM, 24th May 2023**, and then at said office opened and read aloud.

Contract Documents may be obtained at the Municipal Building, 216 Bridge Street, Maysville, KY 41056. For information, call Utility Manager, Mark Julian at (606) 564-3531. Email: [markjulian@cityofmaysvilleky.gov](mailto:markjulian@cityofmaysvilleky.gov)

## INFORMATION FOR BIDDERS

BIDS will be received by the CITY OF MAYSVILLE UTILITY DEPARTMENT, hereinafter called CITY, at the Municipal Building (216 Bridge Street, Maysville, Kentucky) until **10:00 AM, 24th May 2023**, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to the CITY OF MAYSVILLE UTILITY DEPARTMENT, Attn. Utility Manager Mark Julian, 216 Bridge Street, Maysville, KY 41056. Each sealed envelope containing a BID must be plainly marked on the outside as "**Mays Lick Tank Rehab**" and the envelope should bear, on the outside, the name of the BIDDER, his address and his license number, if applicable. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the CITY OF MAYSVILLE, 216 Bridge Street, Maysville, KY 41056.

The BID proposal shall consist of **UNIT PRICES, LUMP SUMS or otherwise specified** for completion of the WORK described in the contract documents and shall be submitted on the attached Bid Sheet.

The CITY may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a bid within 90 days after the actual date of the opening. Should there be reasons why the contract cannot be awarded within 90 days, the time may be extended by mutual agreement between the CITY and the BIDDER.

The CITY may make such investigations as deemed necessary to determine appropriateness of the items offered and the BIDDER shall furnish to the CITY all such information and data for this purpose as the CITY may request. The CITY reserves the right to reject any BID if the evidence submitted by the BIDDER fails to satisfy the CITY that the item offered does not meet the intent and requirements of the specifications.

A conditional or qualified BID will not be accepted.

A performance bond is not required.

Award will be made on the basis of the best bid, considering such factors as cost, quality, availability and any other factors deemed to be in the best interest of the CITY.

Additional information may be obtained from the Utility Manager, Mark Julian. Direct line: (606) 564-2507 or email: [markjulian@cityofmaysvilleky.gov](mailto:markjulian@cityofmaysvilleky.gov)

# NOTICE OF AWARD

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

The CITY has considered the BID submitted by you for the project entitled *Mays Lick Tank Rehab, 2023* in response to the Advertisement for Bids dated 9<sup>th</sup> May 2023 and Information to Bidders.

You are hereby notified that your BID has been accepted at the bid prices offered in your Bid Schedule.

You are required to execute the attached AGREEMENT and furnish certificates of insurance and bonds as required by the Contract Documents within ten (10) days of the date of this notice.

If you fail to execute said AGREEMENT and to furnish said certificates and bonds within ten (10) days of the date of this notice, the CITY will be entitled to consider all your rights arising out of the CITY's acceptance of your BID as abandoned. The CITY 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 the CITY.

Dated this \_\_\_\_ day of June, 2023.

**MARK JULIAN**  
**Utility Manager**  
**City of Maysville**

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## ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award and accompanying AGREEMENT is hereby acknowledged by:

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(NAME & TITLE)

# AGREEMENT

This AGREEMENT, made this \_\_\_\_ day of June, 2023, by and between the CITY OF MAYSVILLE and \_\_\_\_\_ of \_\_\_\_\_, hereinafter called CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR shall commence and complete the project entitled *Mays Lick Tank Rehab, 2023*.

2. The CONTRACTOR shall furnish all material, tools, labor, equipment and other services necessary for the completion of the project described herein.

**3. The CONTRACTOR may commence the work required by the Contract Documents at any time after the date of the Notice to Proceed, but shall complete same within 90 calendar days, unless the period for completion is extended otherwise by the CITY. The contractor shall notify this office one week prior to beginning any work under this contract.**

4. The CONTRACTOR agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the unit prices shown in the Bid Schedule.

5. The term "Contract Documents" means and includes all of the following:

- (A) Advertisement for Bids
- (B) Information for Bidders
- (C) Bid Schedule
- (D) Notice of Award
- (E) Agreement
- (F) Notice to Proceed
- (G) Contract Specifications
- (H) Contract Drawings (if applicable)
- (I) Change Order (if applicable)

6. The CITY will pay to the CONTRACTOR, in the manner and at such times as set forth in Section 00700 (General Conditions) of the Contract Specifications, such amounts as required by the Contract Documents.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in two (2) copies, each of which shall be deemed an original on the date first written above.

CITY OF MAYSVILLE:

SIGNATURE: \_\_\_\_\_  
NAME AND TITLE: DEBRA COTTERILL, MAYOR

ATTEST:

SIGNATURE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: NOTARY PUBLIC

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_  
(NAME AND TITLE)

ATTEST:

SIGNATURE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

# NOTICE TO PROCEED

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

You are hereby notified to commence work on the project entitled *Mays Lick Tank Rehab, 2023* in accordance with the AGREEMENT dated \_\_\_\_ *June* 2023, on or before \_\_\_\_\_, 2023 and you are required to complete all work within *NINETY (90)* consecutive calendar days thereafter. The date for completion of all work is therefore \_\_\_\_\_, 2023.

Prior to commencement of any work under this project you are required to submit the certificates specified in Section 02600, paragraphs 1.2 and 3.2.

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

Dated this \_\_\_\_ day of June 2023.

\_\_\_\_\_  
MARK JULIAN  
Utility Manager

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## ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(NAME & TITLE)

## **SECTION 00700**

### **GENERAL CONDITIONS**

#### **PART 1 - GENERAL**

1.1 DEFINITIONS: Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated:

- A. **ADDENDA** - Written or graphic instruments issued prior to the execution of the AGREEMENT which modify or interpret the CONTRACT DOCUMENTS, Drawings and Specifications, by additions, deletions, clarifications, or corrections.
- B. **AGREEMENT** - Written agreement between the CITY OF MAYSVILLE, hereinafter referred to as "CITY," and the CONTRACTOR covering the WORK to be performed.
- C. **BID** - The offer or proposal of the BIDDER submitted in compliance with instructions contained in the Advertisement for Bids, on the prescribed form setting forth the prices for the WORK to be performed.
- D. **BIDDER** - Any person, firm or corporation submitting a BID for the WORK.
- E. **BONDS** - Bid, Performance, Payment Bonds, and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- F. **CHANGE ORDER** - A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS or authorizing an adjustment in the Contract Price or Contract Time.
- G. **CONTRACT DOCUMENTS** - The contract, including Advertisement for Bids, Information for Bidders, BID, Bid Bond, AGREEMENT, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, and Addenda.
- H. **CONTRACT PRICE** - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- I. **CONTRACT TIME** - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

- J. CONTRACTOR - The person, firm or corporation with whom the CITY has executed the AGREEMENT.
- K. DRAWINGS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the Utility Manager.
- L. ENGINEER - The person, firm or corporation named as such by the CITY.
- M. FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the CONTRACTOR during construction.
- N. NOTICE OF AWARD - The written notice of the acceptance of the BID from the CITY to the successful BIDDER.
- O. NOTICE TO PROCEED - Written communication issued by the CITY to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- P. PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- Q. SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, supplier or distributor, which illustrate how specific portions of the WORK shall be fabricated, installed or performed.
- R. SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- S. SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- T. SUBSTANTIAL COMPLETION - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the Project or specified part can be utilized for the purposes for which it is intended.
- U. SUPPLEMENTAL GENERAL CONDITIONS - Modifications or supplements to the General Conditions required by special circumstances of the work, such as requirements of a federal agency for participation in the Project, or other such requirements that may be imposed by applicable municipal, state, or federal laws.

- V. SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- W. WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the Project.
- X. WRITTEN NOTICE - Any notice to any party of the AGREEMENT relative to any part of this AGREEMENT in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.
- Y. UTILITY MANAGER- U.M. (Abbreviation)

1.2 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS: The CONTRACTOR may be furnished additional instructions and detail drawings, by the U.M., as necessary to carry out the WORK required by the CONTRACT DOCUMENTS. The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

1.3 SCHEDULES, REPORTS AND RECORDS: The CONTRACTOR shall submit to the U.M. schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

1.4 DRAWINGS AND SPECIFICATIONS: The intent of the Drawings and Specifications is that the CONTRACTOR shall furnish all labor, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the CITY.

1.4.1 Conflicts: In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

1.4.2 Discrepancies: Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the U.M., in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities and later found to be in noncompliance with the corrected Drawings or Specifications shall be corrected in accordance with paragraph 1.15 CORRECTION OF WORK.

1.5 SHOP DRAWINGS: The CONTRACTOR shall provide Shop Drawings as may be necessary for the prosecution of the WORK as required by the CONTRACT

DOCUMENTS. The U.M. shall promptly review all Shop Drawings. The U.M.'s approval of any Shop Drawing shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any Shop Drawing which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a Change Order.

1.5.1 CONTRACTOR CERTIFICATION: When submitted for the U.M.'s review, Shop Drawings shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

1.5.2 UTILITY MANAGER APPROVAL: Portions of the WORK requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the U.M. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the U.M..

1.6 MATERIALS, SERVICE AND FACILITIES: It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature necessary to execute, complete, and deliver the WORK within the specified time

1.6.1 Purchase: Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the U.M.. Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the Subcontractor subject to any agreement by which an interest is retained by the seller.

1.6.2 Substitutions: Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capabilities, quality and function may be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in substance and function to that specified, the U.M. may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the Contract price and the CONTRACT DOCUMENTS shall be appropriately modified by Change Order. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price or Contract Time.

1.6.3 Patents: The CONTRACTOR shall pay all applicable royalties and license fees.

He shall defend all suits or claims for infringement of any patent rights and save the CITY harmless from loss on account thereof. If the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the U.M..

1.6.4 Installation or Use: Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

1.6.5 Storage: Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK.

**1.6.6 Maintenance of Job Site: The contractor shall at all times maintain a neat and orderly jobsite. All non-operating equipment and all tools, material and equipment not being used on the project shall be removed from the project site. All materials shall be stored in an orderly fashion at a location on the project site which is not prominently visible from public ways. *If the CONTRACTOR does not take necessary action to meet the requirements of this section, and five (5) days after receipt of written notice from the U.M., the CITY may take such action as necessary to bring the project site into compliance at the expense of the CONTRACTOR. All associated costs shall be deducted from payments made pursuant to the Contract..***

1.7 INSPECTION AND TESTING: All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS. The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

1.7.1 Inspection and Testing By Others: If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the U.M. timely notice of readiness. The CONTRACTOR will then furnish the U.M. the required certificates of inspection, testing or approval. Inspections, tests or approvals by the U.M. or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

1.7.2 Access to Work: The U.M. and his representatives will at all times have access to the WORK. In addition, representatives and agents of any authorized federal or state agency shall be permitted to inspect all work, materials, payrolls, personnel records, material invoices, and other relevant data and records.

1.7.3 Covered Work: If any work is covered contrary to the written instructions of the U.M., it must, if requested by the U.M., be uncovered for his observation and replaced at the CONTRACTOR'S expense. If the U.M. considers it necessary or advisable that covered work be inspected or tested by others, the CONTRACTOR, at the U.M.'s

request, will uncover, expose or otherwise make available for observation, inspection or testing as the U.M. may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order will be issued.

1.8 LAND AND RIGHTS-OF-WAY: Prior to issuance of Notice to Proceed, the CITY shall obtain all land, rights-of-way, and easements necessary for carrying out and for the completion of the work to be performed pursuant to the contract documents, unless otherwise mutually agreed. The CONTRACTOR shall provide at his own expense and without liability to the CITY any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

1.8.1 Surveys and Bench marks: The CITY shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the CITY, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets. The CONTRACTOR shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

1.9 PERMITS AND LICENSES: Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR, unless otherwise specified. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the CITY unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the Engineer in writing.

1.10 PROTECTION OF WORK, PROPERTY AND PERSONS: The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs,

lawns, or replacement in the course of construction. The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify CITY of adjacent utilities when execution of the WORK may affect them. The CONTRACTOR shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.

1.10.1 Emergency Situations: In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the U.M. or CITY, shall act to prevent threatened damage, injury or loss. He will give the U.M. prompt Written Notice of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby.

1.11 SUPERVISION BY CONTRACTOR: The CONTRACTOR shall supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. In lieu of personal supervision, the CONTRACTOR may employ a qualified supervisor or superintendent who shall be designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

1.12 CHANGES IN THE WORK: The CITY may at any time, as the need arises, order changes within the scope of the WORK without invalidating the AGREEMENT. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment will be authorized by Change Order. Any Change Orders executed pursuant to this Contract shall be executed in duplicate by both parties, and shall be binding as to the terms contained therein.

1.12.1 Field Order: The U.M. may also, at any time by issuing a Field Order, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the U.M. unless the CONTRACTOR believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the U.M. Written Notice thereof within five (5) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in Contract Price or Time within ten (10) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed Change Order or further instruction from the CITY.

1.13 CHANGES IN CONTRACT PRICE:

1.13.1 Change Order: The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

(A) Unit prices previously approved.

(B) An agreed lump sum.

(C) The actual cost for labor, direct overhead, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

#### 1.14 DELETED

1.15 CORRECTION OF WORK: The CONTRACTOR shall promptly remove from the premises all work rejected by the U.M. for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS, without expense to the CITY, and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. All removal and replacement work shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected work within five (5) days after receipt of Written Notice, the CITY may remove such work and store the materials at the expense of the CONTRACTOR.

1.16 SUBSURFACE CONDITIONS: The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the CITY by Written Notice of:

(A) Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

(B) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the CONTRACT DOCUMENTS.

(C) The CITY shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, and equitable adjustment will be made and the CONTRACT DOCUMENTS will be modified by a Change Order. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required Written Notice, except that the CITY may, if they determine the facts so justify, consider and adjust any such claims asserted before the date of final payment.

1.17 SUSPENSION OF WORK: The CITY may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by Written Notice to the CONTRACTOR and the U.M. which notice shall fix the date on which work shall be resumed. The CONTRACTOR will resume that work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the CONTRACTOR Time, or both, directly attributable to any suspension.

1.18 TERMINATION OF WORK: If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of this property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction over the WORK or if he disregards the authority of the U.M., or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the CITY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the CONTRACTOR and take possession of the Project and of all Contract materials and equipment thereon, and finish the work by whatever method they deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess will be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR shall pay the difference to the CITY. Such costs incurred by the CITY will be determined by the U.M. and incorporated in a Change Order. Where the CONTRACTOR'S services have been so terminated by the CITY, said termination shall not affect any right of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the CITY due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

1.18.1 Project Abandonment: After ten (10) days from delivery of a Written Notice to the CONTRACTOR and the U.M., the CITY may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the CONTRACTOR will be paid for all work executed and any expense sustained plus reasonable profit. Such termination shall not limit the CITY's rights to contract for completion of the project at a future date.

#### 1.19 PAYMENTS TO CONTRACTOR

1.19.1 Monthly Payment: After the first day of each month, the CONTRACTOR may submit a payment request for a work completed and approved during the previous month. At the discretion of the U.M., the monthly payment may be subject to a 5% retainage, which will be paid with the final payment.

1.19.2 Final Payment: Upon completion and acceptance of the WORK, the U.M. will issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be retained by the CITY pursuant to the terms of the contract Documents or for any other reason, will be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

1.19.3 Acceptance of Final Payment as Release: The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the CITY of all claims and all liability to the CONTRACTOR. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the performance BOND and Payment BONDS.

1.19.4 Claims By Others: The CONTRACTOR will indemnify and save the CITY or the CITY'S agents, successors in interest, or assigns, harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material suppliers, and furnishers of machinery and parts thereof, equipment and tools. The CONTRACTOR shall, at the CITY'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the CITY may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the CITY to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the CITY shall be considered as a payment made under the CONTRACT DOCUMENTS by the CITY to the CONTRACTOR and the CITY shall not be liable to the CONTRACTOR for any such payments made in good faith.

1.20 EARLY OCCUPANCY: Prior to substantial completion, the CITY, with the approval of the U.M. and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the WORK.

1.21 OTHER WORK: The CITY shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged work except such as may be caused by agents or employees of the CITY. The CONTRACTOR shall afford the CITY reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work

with theirs.

1.21.1 Separate Contracts: The CITY reserves the right to let other contracts in connection with this Project. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate this work with theirs. If the proper execution or results of any part of the CONTRACTOR'S work depends upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report to the engineer any defects in such work that render it unsuitable for such proper execution and results.

1.22 INSURANCE. The CONTRACTOR shall purchase and maintain such insurance as required by the City, the State or the Federal governments and as otherwise required to protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the work, whether such execution be by himself or by any Subcontractor or by anyone directly employed by any of them, or by anyone of whose acts any of them may be liable:

A. Claims under workmen's compensation, disability benefit and other similar employee benefits acts.

B. Claims for damages of bodily injury, occupational sickness or disease, or death of his employees.

C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.

D. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

1.22.1 Certificates of Insurance: Certificates of Insurance acceptable to the CITY shall be filed with the Engineer prior to commencement of the WORK. These Certificates shall contain a provision that coverage afforded under the policies shall not be canceled unless at least fifteen (15) days prior Written Notice has been given to the CITY.

1.22.2 Coverage: The CONTRACTOR shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified:

A. CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the contract

documents, whether such operations be by himself or by any Subcontractor under him or anyone directly or indirectly employed by the CONTRACTOR or by a Subcontractor under him. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident.

B. The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the Project to the full insurable value thereof for the benefit of the CITY, the CONTRACTOR, and Subcontractors as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR's surety from obligations under the CONTRACT DOCUMENTS to fully complete the Project.

C. The CONTRACTOR shall procure and maintain, at his own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the Project and in case any work is sublet, the CONTRACTOR shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless the employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

D. The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for work to be performed. Unless specifically authorized by the CITY, the amount of such insurance shall not be less than the Contract price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the WORK is accepted by the CITY. The policy shall name as the insured the CONTRACTOR, the U.M., and the CITY.

E. If the Project involves work in a railroad right-of-way, the CONTRACTOR shall purchase and maintain, at the CONTRACTOR's expense, insurance of a type and amount acceptable to the railroad company.

1.23 INDEMNIFICATION: The CONTRACTOR will indemnify and hold harmless the CITY and the U.M. and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In any and all claims against the CITY or the U.M., or any of their agents or employees, by any

employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefits acts.

1.24 SUBCONTRACTING: The CONTRACTOR may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty contractors.

1.24.1 Limits: The CONTRACTOR shall not award WORK to subcontractor(s) in excess of forty percent (40%) of the contract price, without prior written approval of the CITY.

1.24.2 Conditions: The CONTRACTOR shall be fully responsible to the CITY for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the work of subcontractors and to give the CONTRACTOR the same power as regards terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provisions of the CONTRACT DOCUMENTS. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the CITY.

1.25 UTILITY MANAGER: The U.M. shall act as the CITY'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The U.M. will make visits to the site and determine if the work is proceeding in accordance with the CONTRACT DOCUMENTS. The U.M. will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

1.26 GUARANTY: The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of acceptance and final payment. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. In the event the CITY begins use or operation of a particular component of the project prior to final acceptance of the project, the guarantee on that particular component shall be one (1) year from the date the CITY begins use or operation. The CITY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be

made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost thereby incurred.

1.27 TAXES AND LICENSES: The CONTRACTOR will pay all sales, consumer, use and payroll taxes, occupational licenses, business licenses and any similar taxes, licenses or fees required by the law of the place where the WORK is performed.

1.28 BONDS: Prior to execution of the Contract, CONTRACTOR shall furnish a labor and material payment bond (hereinafter referred to as "Bonds"), the Bonds shall remain in force until completion of the Project and shall be in the amount of the contract price provided for in the Agreement, covering the payment of all obligations arising in connection therewith, free of liens upon the Project premises. The Bonds shall name the City of Maysville as obligee and shall be in such form and with such sureties as obligee may approve.

END OF SECTION

## SECTION 01061

### ENVIRONMENTAL PROTECTION

#### **PART 1 - GENERAL**

1.1 **SCOPE**: This section covers prevention of environmental pollution and damage as the result of construction operations under this contract. For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetics, cultural, and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetics, noise, and solid waste, as well as other pollutants.

1.2 **QUALITY CONTROL**: The CONTRACTOR shall establish and maintain quality control for environmental protection of all items set forth herein. The CONTRACTOR shall record any problems in complying with laws, regulations, and ordinances, and corrective action taken.

1.2.1 **Subcontractors**: Assurance of compliance with this Section by SUBCONTRACTORS will be the responsibility of the CONTRACTOR.

1.2.2 **Hazardous Materials Storage Locations**: The CONTRACTOR shall provide written notification to the U.M. and the Maysville Fire Department of the type (name) and location of all hazardous materials brought onto the construction site. The CONTRACTOR shall provide a point of contact for any action involving the hazardous material.

1.2.3 **Discrepancy and Spill Reports**: A discrepancy and spill report shall be made and forwarded to the U.M. and the Maysville Fire Department for any hazardous substance spill or condition which could result in an unsafe working environment or cause environmental damage.

1.3 **NOTIFICATION OF NONCOMPLIANCE**: When the U.M. or representative of any regulatory agency notifies the CONTRACTOR in writing of any observed noncompliance with federal, state, or local laws, regulations, or permits, the CONTRACTOR shall, after receipt of such notice, inform the U.M. of proposed corrective action and take such action as may be approved. Within 48 hours, if the CONTRACTOR fails to comply, the U.M. may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or costs or damage allowed to the CONTRACTOR for any such suspension.

1.4 **PROTECTION OF ENVIRONMENTAL RESOURCES**: The environmental

resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The CONTRACTOR shall confine his activities to areas defined by the drawings and specifications. Environmental protection shall be as stated in the following subparagraphs.

**1.5 PROTECTION OF LAND RESOURCES:** The CONTRACTOR shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without special permission from the U.M. except as otherwise specified or indicated.

**1.5.1 Disposal of Solid Wastes:** Solid wastes shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.

**1.5.2 Refuse Disposal and Cleanup:** Refuse shall be defined as debris other than such organic materials as brush or tree stumps.

A. Cost of disposal of refuse generated in the course of performance of this contract, to include transport, handling, dumping fees and similar costs, shall be the responsibility of the CONTRACTOR.

B. Fuel waste, sludge, hazardous waste, paint residues, solvents, and thinners shall be removed off site to a disposal point that complies with State and Federal regulations on disposal. Under no circumstances shall these materials be placed in the sanitary and storm sewer systems or otherwise disposed of on Authority property.

**1.5.3 Fire Hazard:** Cloths, cotton waste, and other combustible materials that might constitute a fire hazard shall be placed in closed metal containers and placed outside or disposed of in an approved manner at the end of each day.

**1.5.4 Restrictions:** The CONTRACTOR will not be permitted to deposit refuse in existing garbage cans or refuse dumpsters. Cleaners shall not be poured, drained, or washed into plumbing fixtures or sanitary or storm sewers, or otherwise disposed of on Authority property. Debris, dirt, dust and stains attributable to or resulting from the work efforts shall be removed, cleaned or effaced by the CONTRACTOR to the satisfaction of the U.M. prior to acceptance of the job. ***Refuse shall not be burned.*** Burning of vegetation or tree stumps will only be allowed in special circumstances and shall be coordinated in advance with the U.M. and the Maysville Fire Chief.

**1.5.5 Disposal of Chemical or Hazardous Waste:** Chemical or hazardous waste shall be stored in approved containers which are appropriately labeled, removed from the work area and disposed of in accordance with Federal, State and local regulations.

**1.5.6 Protection of Water Resources:** The CONTRACTOR shall keep construction activities under surveillance, management, and control to prevent pollution of surface and

ground waters. All drainage ways shall be protected from siltation by approved silt fences or checks.

1.5.7 Particulates: Dust particles, aerosols, and gaseous byproducts from construction activities, processing, and preparation of materials shall be controlled at all times, including times when work is not in progress. Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

1.6 MAINTENANCE OF POLLUTION CONTROL FACILITIES: The CONTRACTOR shall maintain all constructed facilities and portable pollution control devices for the duration of contract or for that length of time in which construction activities create that particular pollutant being controlled.

1.7 RESTORATION OF LANDSCAPE DAMAGE: All landscape features damaged or destroyed by the construction activities of the CONTRACTOR, including erosion caused by site runoff, both inside and outside the construction areas, shall be restored to a condition similar to that which existed prior to the commencement of construction activities and to the satisfaction of the U.M., unless otherwise indicated in the CONTRACT DOCUMENTS. This restoration shall be done at no additional cost to the CITY. If the CONTRACTOR fails or refuses to repair the damage promptly, the U.M. may have the necessary work performed and withhold the costs from payments made or to be made pursuant to terms of this Contract.

1.7.1 Replacement Vegetation: Trees shall be replaced with a minimum four (4) inch caliper nursery stock. Shrubs, vines and ground covers shall be replaced in kind; size to be approved by the U.M. All plant material shall meet specifications outlined in ANSI Z60.1, "American Standard for Nursery Stock," current edition. Grass seeding shall be in accordance with Construction Specifications.

END OF SECTION

## SECTION 01703

### WARRANTY OF CONSTRUCTION

#### **PART 1 - GENERAL**

1.1 SUBMITTALS: Submittals shall be made in accordance with the “PRODUCTS” section of each particular section of these contract specifications.

#### **PART 2 - PRODUCTS**

(NOT APPLICABLE)

#### **PART 3 - EXECUTION**

3.1 WARRANTY OF CONSTRUCTION: In addition to any other warranties specified in this contract, the CONTRACTOR warrants, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the CONTRACTOR or any SUBCONTRACTOR or supplier at any tier. This warranty shall not limit the Authority’s rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

3.1.1 Warranty Period: This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Authority takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date of possession.

3.1.2 Remedy: The CONTRACTOR shall remedy, at the CONTRACTOR’s expense, any failure to conform, or any defect. In addition, the CONTRACTOR shall remedy, at the CONTRACTOR’s expense, any damage to Authority owned or controlled real or personal property, when that damage is the result of:

- A. The CONTRACTOR’s failure to conform to contract requirements, or;
- B. Any defect of equipment, material, workmanship, or design furnished.

3.1.3 Associated Work: The CONTRACTOR shall restore any work damaged in fulfilling the terms and conditions of this clause. The CONTRACTOR’s warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

3.1.4 Notification: The U.M. will notify the CONTRACTOR, in writing or by telephone,

after the discovery of any failure, defect, or damage and the CONTRACTOR shall respond and be on-site to correct the problem within three working days after notification.

3.1.5 Failure to Respond: If the CONTRACTOR fails to remedy any failure, defect, or damage within a reasonable time as determined by the U.M., after receipt of notice, the Authority will have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the CONTRACTOR's expense.

3.1.6 Associated Warranties: In the event the CONTRACTOR's warranty under this clause has expired, the Authority may bring suit at its expense to enforce a SUBCONTRACTOR's, manufacturer's, or supplier's warranty. With respect to all warranties, express or implied, from subCONTRACTOR's, manufacturers, or suppliers for work performed and materials furnished under this contract, the CONTRACTOR shall:

- A. Obtain all warranties that would be given in normal commercial practice;
- B. Require all warranties to be executed, in writing, for the benefit of the Authority, if directed by the U.M.; and
- C. Enforce all warranties for the benefit of the Authority, if directed by the U.M..

END OF SECTION

**SECTION 02600**

Mays Lick Tank Rehab Project  
**BID SHEET**

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Qty.	Unit	Unit Price	Total
1	Repaint the Interior including but not limited to SSPC-10 Blast, Epoxy Coating Application, Sterilization, Site Clean-up and all Incidental Work Necessary to return to Operating Conditions in Accordance with the Contract Documents - <i>Please refer to &amp; follow Section 09 96 00 pages 1-14 for Bid Spec on High-Performance Coatings for Water Storage Tanks</i> <b>Interior Coating System (BASE BID)</b>	1	LS		
2	Repaint the Exterior including but not limited to SSPC-6 Blast, Epoxy/Urethane Coating Application and all Work Necessary to return to Operating Conditions in Accordance with the Contract Documents - <i>Please refer to &amp; follow Section 09 96 00 pages 1-14 for Bid Spec on High-Performance Coatings for Water Storage Tanks</i> <b>Exterior Coating System</b>	1	LS		
3	<b>Tank Containment</b> during Surface Preparation and Painting, including all Materials and Labor required for Installation, Maintenance and Removal as described in the Contract Documents – Including Videotaping Project and Adjacent Area <i>Please refer to &amp; follow Section 09 96 00 pages 1-14 for Bid Spec on High-Performance Coatings for Water Storage Tanks</i>	1	LS		
4	<b>New Frost Proof Vent Screen with 24-mesh screen</b>	1	LS		

5	<b>New stainless steel cable safety climb for interior and exterior ladders</b>	1	LS		
6	<b>Remove non-functional liquid level indicator and related non-functional equipment.</b>	1	LS		
7	<b>Add non-skid to the ladder rungs</b>	1	LS		
8	<b>Unit Price for Pit filling per one square inch based on (50sq. inches)</b>	50	SQ. IN		
9	<b>Concrete Crack filling up to 1/16" on one linear foot based on (2 linear feet)</b>	2	LF		
10	<b>Concrete repairs greater than 1/4" shall be listed as an alternate bid item based on six square inches at a depth of 2" and shall include all surface prep, edge conditioning per manufacturer's and ACI guidelines.</b>	4	6"x6" "x2"		
11	<b>Install Grate over the Wet Riser (one unit) May use A-36 Carbon Steel w/ NSF/ AWWA approved paint. Min 4" overlap around standpipe. Holes must be greater than 1"x1"; not over 2"x2". Weld hinge prior to painting or affix with epoxy adhesive 3M or ITW. The grate should have a continuous hinge that allows it to fold in half then fold up and over on the two main hinges. The goal is to have a cover that can't fall into the standpipe or get locked down. Rough sketch of this can be supplied upon request.</b>	1	LS		
12	<b>Tank Disinfection (per 401 KAR 8:150, Section 4.) or ANSI/AWWA C652</b>	1	LS		
13	<b>Safety Signage</b> as required by KY-OSH Compliance	1	LS		
<b>Total of All Unit Price Base Bid Items</b>					<b>\$</b>

Total Base Bid: \$ \_\_\_\_\_

(Figures)

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(Words)

**Alternate Bid #1** (Decrease in Cost for the Alternate Interior Finish Coat being Tnemec Series 21 Epoxoline)

**Total Alternate #1 Decrease in Base Bid:**

\$ \_\_\_\_\_

(Figures)

\_\_\_\_\_  
(Words)

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The total sum of the BASE BID Items 1 through 13 shall be the basis upon which the Project shall be awarded to the lowest responsive, responsible, and acceptable bidder. The BASE BID amount shall be written in both words below and numerically above. In case discrepancy, amount shown in words will govern.

**TOTAL SUM BASE BID LABOR, MATERIALS AND EQUIPMENT PRICE:**

\_\_\_\_\_

**TOTAL SUM ALTERNATE DEDUCTIVE BID LABOR, MATERIALS AND EQUIPMENT PRICE:**

\_\_\_\_\_

**COMPANY AND SIGNATURE;** \_\_\_\_\_

**DATE;** \_\_\_\_\_

BIDDER acknowledges receipt of the following Addenda:

Addendum No.                      Addendum No.                      Addendum No.

END OF SECTION

**ADDENDUM NUMBER 1**

**City of Maysville Kentucky  
Utility Department  
Mays Lick Tank Rehab Project 2023**

**Revised Bid Opening Date: May 24<sup>th</sup>, 2023 at 10:00 AM EDT**  
**Date of Addendum: May 15<sup>th</sup>, 2023**

Bidders shall conform to the following changes as same shall become binding upon the Contract to be issued in response to the Invitation to Bid. The Contract Documents shall be revised and/or amended as set forth herein:

1. The tank is located near 6134 Helena Rd., Mays Lick, KY 41055 or 38.514507, - 83.816013
2. The contractor will supply a typical one-year warranty on workmanship and materials.
3. The contract documents for this project shall include, Advertisement for Bids, Information for Bidders, BID Sheet (BID), AGREEMENT, Notice of Award, Notice to Proceed, Contract Drawings, Specifications, Addenda, and Change Order (if applicable.)
4. Develop and implement safety measures for work in compliance with Occupational Safety and Health Administration (OSHA) regulations to ensure a safe work environment for workers.
5. All exposed surfaces should be prepped and painted inside and outside including the riser, support legs, etc. (Refer to & follow Section 09 96 00 pages 1-14 for Bid Spec on High-Performance Coatings for Water Storage Tanks )
6. No cathodic protection system will be installed.
7. Please see Section 09 96 00 pages 1-14 for Bid Spec on High-Performance Coatings for Water Storage Tanks. This is the spec for this project.
8. The entire tank, including all the structure, interior and exterior is to be sandblasted, inspected, corrosion cleaned and recoated according to Section 09 96 00 – High Performance Coatings for Water Storage Tanks. Also, ancillary high-performance coatings go on the pipes & fittings. Refer to Section 3.15 Ancillary High Performance Coating Schedule in Section 09 96 00 – High Performance Coatings for Water Storage Tanks.
9. The Notice to Proceed for this project will be given to the contractor once a booster pump station that needs to be installed to supply water to the service area around this tank is in service. This work needs to be completed before we proceed with this

- project. At this time, the date of the installation of the booster pump station is unknown. The booster station work is being completed by others and is not part of this contract.
10. Once the notice to proceed is given, the contractor will have 90 days to complete this project as specified in the contract documents.
  11. The tank exterior will be painted without a logo. It will be a solid white color to be selected by OWNER from manufacturers color options during shop drawing review.
  12. Note that a tank inspection report if supplied is used as a reference only and shall not be interpreted as a work to be done list.
  13. There is no Bid Bond required for this project. Please refer to the contract documents for amount withheld until inspection and project completion. Proof of Valid Workers Compensation Policy and Liability insurance with minimum coverage amount of \$1,000,000 with City of Maysville or City of Maysville Utility Department as named insured on policy is required.
  14. The side rails should be completely free of obstructions. No conduits or cables should be attached, supported, or tied to the ladders. The balcony entrance & balcony walkway should have stainless steel safety chains to guard the opening.
  15. The interior ladder will be replaced with an OSHA compliant ladder using the same fall protection method as the Primary Climbing ladder on the outside of the tank. A safety grate hinged in the middle to allow insertion through the existing hatches will be provided by the contractor which when folded over for access will not interfere with access to the ladder or limit a worker's ability to safely enter the riser. When the grate is closed only one side will have attachment points for hinging the grate. The idea is to have the grate split by a piano or continuous type hinge that can fold in half then fold up and over on the two main hinges. The overall goal is to have a cover that cannot fall into the standpipe or get locked down. On bid sheet item #11. A sketch will be supplied upon request.
  16. Tank Disinfection will be performed per ANSI/AWWA C652 or at a minimum per 401 KAR 8:150, Section 4. Potable water will be available on-site. The Utility Department will cover the cost of the water for one disinfection cycle. Additional fill cycles due to failed tests or inspections will be at the contractor's expense.
  17. Prior to the tank being put into service, a third-party inspector will be hired to inspect the work under this contract. Inspections may include but are not limited to the items in Section 3.10 of the 09 96 00 Specification – High Performance Coatings on Water Storage Tanks. A final inspection will also be performed before the tank is placed in service.

18. Keep records of all work performed, materials used, inspections conducted, and any other relevant information related to the rehabilitation of the drinking water tank in compliance with EPA and Kentucky Division of Water standards.
19. After painting appropriate safety signage meeting OSHA (Kentucky OSH) and or KAR regulations will be replaced or installed in appropriate locations on and around the tank.

## END OF ADDENDUM NO. 1

Receipt of this Addendum must be acknowledged on the Bid Sheet.

By: Mark Julian, Utility Manager; City of Maysville Kentucky

Mark Julian  
Utility Manager  
City of Maysville, Kentucky

**END OF DOCUMENT**