# **MEMORANDUM**

TO:

**Board of Trustees** 

THROUGH:

Indra Winquest

District General Manager

FROM:

Nathan Chorey, P.E. Engineering Manager

**SUBJECT:** 

Review, Discuss, and Possibly Award a Construction Contract for the Water Reservoirs Coatings and Site Improvements – 2020/2021 Capital Improvement Project: Fund: Utilities; Division: Water; Project #2299DI1204; Vendor: Olympus and Associates, Inc. in

the amount of \$59,440.

STRATEGIC PLAN:

Long Range Principle 5 – Assets and Infrastructure

DATE:

February 3, 2021

# I. RECOMMENDATION

That the Board of Trustees moves to:

- 1. Award a construction contract to Olympus and Associates, Inc. in the amount of \$59,440 for Water Reservoirs Coatings and Site Improvements Project.
- 2. Authorize Staff to approve change orders to the construction contract for additional work not anticipated at this time of up to 10% of the project bid \$5,944.

# II. DISTRICT STRATEGIC PLAN

Long Range Principle #5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long term utility services and recreation activities.

 The District will maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations Review, discuss and possibly award a Construction Contract for the Water Reservoirs Coatings and Site Improvements – 2020/2021 Capital Improvement Project: Fund: Utilities; Division: Water; Project #2299DI1204; Vendor: Olympus and Associates, Inc. in the amount of \$59,440.

• The District will maintain, procure, and construct District assets to ensure safe and accessible operations for the public and the District's workforce.

# III. BACKGROUND

A 2021 Capital Improvement Project, this project coats the exterior of IVGID reservoirs R2-1 and R6C-1. The existing tanks are beginning to show their age and rust from exposure to the elements. IVGID Engineering Staff prepared bid documents and solicited proposals from three (3) local contractors for the project.

In accordance with Board Policy 3.1.0., 0.15 Consent Calendar, this item is included on the Consent Calendar as it is routine business of the District and within the currently approved District Budget.

# IV. BID RESULTS

The District solicited proposals for this project and received three (3) bids were received and opened on Tuesday, January 26, 2021. The capital improvement plan budget for the project is \$85,000. The bid results are as follows.

Contractor	Bid Amount		
Olympus and Associates, Inc.	\$59,440		
Resource Development	\$85,000		
Paso Robles Tank	\$134,000		

The lowest responsive bidder is Olympus and Associates, Inc. District Staff reviewed the bid and checked references for the contractor and recommends award of this project to Olympus and Associates, Inc.. If awarded, the project is scheduled to start May 1, 2021 and be complete by July 25, 2021.

# V. FINANCIAL IMPACT AND BUDGET

The 2020-2021 CIP budget includes Water Reservoirs Coatings and Site Improvements Project (CIP #2299DI1204). A budget of \$85,000 is allocated to coat the exterior of IVGID reservoirs R2-1 and R6C-1, see attached Data Sheet. The table below presents the construction phase project budget.

Review, discuss and possibly award a Construction Contract for the Water Reservoirs Coatings and Site Improvements – 2020/2021 Capital Improvement Project: Fund: Utilities; Division: Water; Project #2299DI1204; Vendor: Olympus and Associates, Inc. in the amount of \$59,440.

Task	Cost
Construction Contract	\$59,440
10% Construction Contingency	\$5,944
District Construction Management	\$6,000
Subtotal	\$71,384

# VI. ALTERNATIVES

Not award the contract and defer coating of the reservoir tanks to a future date.

# VII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

### Attachment:

- Water Reservoirs Coatings and Site Improvements Data Sheet
- Short Form Agreement between IVGID and Olympus and Associates, Inc.



# **Project Summary**

Project Number: 2299DI1204

Title:

Water Reservoir Coatings and Site Improvements

Project Type:

E - Capital Maintenance

Division:

99 - General Administration - Water

**Budget Year:** 

2021

Finance Option:

Asset Type:

DI - Distribution Infrastructure

Active:

Yes

### **Project Description**

The District owns 13 potable water reservoirs in Incline Village and Crystal Bay. The reservoirs (tanks) store from 170,000 to 1,000,000 gallons of water. Tank heights range from 20-50 feet and diameters range from 33-68 feet. The first reservoirs were constructed in 1962 with the last one built in 1996. The reservoirs are coated on the outside with a dark green weather resistant paint. These tanks need to be re-coated based on weathering of paint, graffiti and the overall appearance. The interiors are cleaned, video inspected every 5 years with the last inspection taking place in 2019. Typically the epoxy interior coating lasts 20-25 years. These tanks are built into the hillside in many cases with steep embankments and no retaining wall to keep the soil, rocks, etc. away from the tank. Periodically these sites need to be cleared of debris to protect the exterior coating and allow access around the structure for maintenance including painting.

### **Project Internal Staff**

Public Works staff will perform design, bid, contract administration and inspection.

### **Project Justification**

The 13 steel water storage reservoirs throughout the District need to be re-coated (internal and external) to extend their life expectancy. These tanks get pitted and rust from exposure to the elements. We patch paint over the exterior problem areas and any graffiti. In addition, these tanks need to look aesthetically pleasing because they are mostly located in residential areas. The schedule is based on need. The coating work is performed by an outside contractor. Site improvements will be prioritized as needed such as rock and debris removal. Spot coating repairs on the interior of tanks are also performed by dive companies specializing in that work.

Forecast							
Budget Year		Total Expense	Total Revenue	Difference			
2021							
Exterior recoating of Reand R2-1	6C-1	85,000	0	85,000			
Yea	ar Total	85,000	0	85,000			
2022							
Exterior recoating R6-2 R2-2	1 and	85,000	0	85,000			
Yea	ar Total	85,000	0	85,000			
2023							
Exterior recoating R2	_	60,000	0	60,000	Ì		
Yea	ar Total	60,000	0	60,000			
2024							
Exterior recoating of R and R5-3B	5-3A 	80,000	0	000,08			
Ye	ar Total	000,08	0	80,000			
2025							
Exterior Recoating of F	R3-A	55,000	0	55,000			
Ye	ar Total _	55,000	0	55,000			
		365,000	0	365,000			
Year Identified	Sta	rt Date	Est. Complet	ion Date		Manager	Manager Project Partner
2012	.lul	1, 2020	Jun 30, 2	021		I Itility Maintanance Specialist	Utility Maintenance Specialist

# **➢ SHORT FORM AGREEMENT 록**

### Between

### INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

and

# OLYMPUS AND ASSOCIATES, INC.

for

### CONSTRUCTION SERVICES

This Agreement is made as of (date) between INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID), hereinafter referred to as "OWNER," and OLYMPUS & ASSOCIATES, INC., hereinafter referred to as "CONTRACTOR." OWNER intends to complete the Project(s) as described in the Contract Documents and as amended from time to time, hereinafter referred to as the "Project."

### ARTICLE 1 - PRELIMINARY MATTERS

1.1 CONTRACTOR shall perform the following tasks:

Services as described in the Contract Documents included with this Agreement, basically consisting of recoating the exterior of two (2) District potable water storage reservoirs.

- 1.2 All documentation, drawings, reports, and invoices submitted for this project will include IVGID Project Number 2299DI1204.
- 1.3 The work is expected to begin on or about May 1, 2021 and be completed by June 25, 2021, weather permitting.

### ARTICLE 2 – CONTRACT DOCUMENTS: INTENT, AMENDING, REFUSE

- 2.1 This Contract consists of:
  - A. This Short Form Agreement, pages 1 through 10, inclusive
  - B. Original January 2021 Request for Proposals
  - C. Contractor's Bid submitted on January 26, 2021
  - D. By reference herein, Contractor to follow requirements of the Incline Village Ordinances and the *Standard Specification for Public Works Construction* (aka the Orange Book)
- 2.2 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:
  - A. CONTRACTOR has examined and carefully studied the Project Details and Technical Specifications, and any other related data identified in the Bidding Documents.

- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

### ARTICLE 3 -INSURANCE REQUIREMENTS

3.1 <u>Commercial Insurance:</u> CONTRACTOR shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his/her agents, representatives, employees, or subcontractors. CONTRACTOR shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required. CONTRACTOR shall have a Certificate of Insurance issued to the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT naming it as additional insured, indicating coverage types, amounts and duration of the policy. All certificates shall provide for a minimum written

notice of thirty (30) days to be provided to DISTRICT in the event of material change, termination or non-renewal by either CONTRACTOR or carrier.

- 3.2 <u>General Liability:</u> CONTRACTOR shall purchase General Liability including appropriate Auto Liability with a \$1,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage.
- 3.3 Workman's Compensation: It is understood and agreed that there shall be no Industrial Insurance coverage provided for the CONTRACTOR or any Subcontractor by the District; and in view of NRS 616.280 and 617.210 requiring that CONTRACTOR comply with the provisions of Chapters 616 and 617 of NRS, CONTRACTOR shall, before commencing work under the provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.

### ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES

## 4.1 Equal Employment and Non-Discrimination

In connection with the Services under this Agreement, CONTRACTOR agrees to comply with the applicable provisions of State and Federal Equal Opportunity statutes and regulations.

### 4.2 Licenses

CONTRACTOR shall have a Washoe County business license, and all appropriate CONTRACTOR's licenses and certifications for the services to be performed.

# 4.3 Construction Dumpsters

Contractor is to be aware of District's Ordinance 1, the Solid Waste Ordinance, and pay specific attention to Section 4.5, <u>Dumpster Use</u>, <u>Location and Enclosure</u>. Any construction dumpster on the job site that is not properly enclosed shall be a fully locking roll-top, and is to remain locked and secured at all times.

### 4.4 Working Hours

Working hours, including equipment "warm up," shall occur between 8 a.m. and 7 p.m. Monday through Friday. Only emergency work may occur on Saturdays, with prior approval of Owner.

# 4.5 Changes and Modifications

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

# 4.6 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible: or
  - 2. Normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  - 1. Observations by Engineer;
  - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. Use or occupancy of the Work or any part thereof by Owner;
  - 5. Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
  - 6. Any inspection, test, or approval by others; or
  - 7. Any correction of defective Work by Owner.

### 4.7 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Article 8.5 is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. Repair such defective land or areas; or

- 2. Correct such defective Work: or
- 3. If the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
- 4. Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Article 4.7, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Article 4.7 are in addition to any other obligation or warranty. The provisions of this Article 4.7 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

### 4.8 Indemnification

- A. Indemnification of OWNER by CONTRACTOR: CONTRACTOR agrees to indemnify and hold OWNER and each of its officers, employees, agents, and representatives harmless from any claims, damage, liability, or costs (including reasonable attorneys' fees and costs of defense) stemming from this project to the extent such claims, damage, liability, or costs are caused by CONTRACTOR's negligent acts, errors or omissions or by the negligent acts, errors, or omissions of CONTRACTORS, subcontractors, agents, or anyone acting on behalf of or at the direction of CONTRACTOR.
- B. CONTRACTOR's obligation to hold harmless and indemnify OWNER shall include reimbursement to OWNER of the loss of personnel productivity, incurred as a result of that defense. Reimbursement for the time spent by OWNER's personnel shall be charged to CONTRACTOR at the then-current rate charged for such services by the private sector.
- C. Indemnification of CONTRACTOR by OWNER: OWNER agrees to indemnify and hold CONTRACTOR and each of its officers, employees, agents and

representatives harmless from any claims, damage, liability or costs (including reasonable attorneys' fees and costs of defense) stemming from this project to the extent such claims, damage, liability, or costs are caused by OWNER's acts, errors, or omissions or by the negligent acts, errors, or omissions of the OWNERS, subcontractors, agents, or anyone acting on behalf of, or at the direction of, the OWNER.

- D. OWNER's obligation to hold harmless and indemnify CONTRACTOR shall include reimbursement to CONTRACTOR of the loss of personnel productivity, incurred as a result of that defense. Reimbursement for the time spent by CONTRACTOR's personnel shall be charged to OWNER at the then-current rate charged for such services by the private sector.
- E. Notwithstanding anything contained herein to the contrary, Nevada's comparative negligence doctrine shall apply to both OWNER and CONTRACTOR. In addition, nothing herein shall prevent OWNER or CONTRACTOR from relying upon any Nevada statute or case law that protects OWNER or CONTRACTOR with respect to liability or damages. This Provision shall survive the termination, cancellation, or expiration of the Agreement.

### ARTICLE 5 – OWNER'S RESPONSIBILITIES

- **5.1** OWNER shall do the following in a timely manner so as not to delay the services of CONTRACTOR:
  - A. Designate in writing a person to act as OWNER's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define OWNER's policies and decisions with respect to CONTRACTOR's services for the Project.
  - B. Assist CONTRACTOR by placing at CONTRACTOR's disposal existing data, plans, reports, and other information known to, in possession of, or under control of OWNER which are relevant to the execution of CONTRACTOR's duties on the PROJECT. Also, provide all criteria and full information as to OWNER's requirements for the Project, including design criteria, objectives, and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

### ARTICLE 6 - PAYMENT TO CONTRACTOR AND COMPLETION

- 6.1 Basis and Amount of Compensation for Basic Services
  - A. Lump Sum. Owner shall pay Engineer for Services as follows:
    - 1. A Lump Sum amount of Fifty-Nine Thousand, Four Hundred and Forty Dollars \$59,440.00.
    - 2. In addition to the Lump Sum amount, reimbursement of the following expenses:

3. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

### 6.2 Additional Services

Not applicable to this Agreement.

# 6.3 Payment Procedures

- A. Submittal and Processing of Payments -
  - 1. Invoices shall be sent to invoices@ivgid.org with a copy to rlr@ivgid.org.
  - 2. CONTRACTOR shall submit invoices for Payment indicating the amount of CONTRACTOR's fee then payable. Invoices will be processed by Engineer in a timely fashion, with respect to District requirements.
  - 3. Final Payment: Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by Engineer.

### **ARTICLE 7 - DISPUTE RESOLUTION**

### 7.1 Arbitration

This Agreement to engage in alternate dispute resolution ("ADR") pursuant to NRS 338.150 and any other Agreement or consent to engage in ADR entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA's Mediation Procedures.

The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person or otherwise.

OWNER and CONTRACTOR are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memorandum on all pertinent issues. The mediator does not have the authority to impose a settlement on the parties but such mediator will attempt to help OWNER and CONTRACTOR reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately, or if the parties agree, to all parties jointly.

OWNER and CONTRACTOR shall participate in the mediation process in good faith. The mediation process shall be concluded within sixty (60) days of a mediator being assigned.

In the event of a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the

parties, for a period of time, in an ongoing effort to facilitate a complete settlement. Any settlement agreed upon during mediation shall become binding if within thirty (30) days after the date that any settlement agreement is signed, either the OWNER or CONTRACTOR fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either OWNER or CONTRACTOR may then initiate judicial proceedings by filing suit. OWNER and CONTRACTOR will share the cost of mediation equally unless agreed otherwise.

### **ARTICLE 8 - MISCELLANOUS**

# 8.1 Successors and Assigns

- B. The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by law, their assigns, to the terms, conditions, and covenants of this Agreement.
- C. Neither OWNER nor CONTRACTOR shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law.
- D. 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 this Agreement. Nothing contained in this paragraph shall prevent CONTRACTOR from employing such independent professional associates, subcontractors, and CONTRACTORS as CONTRACTOR may deem appropriate to assist in the performance of Services.
- Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONTRACTOR, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONTRACTOR and not for the benefit of any other party.

## 8.2 Severability

A. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

### 8.3 Waiver

A. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

# 8.4 Extent of Agreement

A. This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by OWNER with respect to the Project or CONTRACTOR's services.

# 8.5 Controlling Law

A. This Agreement is to be governed by and construed in accordance with the Laws of the State of Nevada.

**IN WITNESS WHEREOF**, the parties hereto have set their hands the day and date of the year first set forth above.

OWNER: INCLINE VILLAGE G. I. D. The undersigned has read, reviewed and approves this document	CONTRACTOR: OLYMPUS AND ASSOCIATES, INC. Agreed to:
By:	By:
Joshua Nelson District General Counsel	Signature of Authorized Agent
	Print or Type Name and Title
Agreed to:	Date
Indra Winquest IVGID General Manager	If CONTRACTOR is a Corporation, attach evidence of authority to sign.
Date	
OWNER'S Address for Giving Notice: INCLINE VILLAGE G. I. D. 893 Southwood Boulevard Incline Village, Nevada 89451 775-832-1267- Engineering Div. Phone	CONTRACTOR'S Address for Giving Notice: <b>OLYMPUS AND ASSOCIATES, INC.</b> 405 Lovitt Lane Reno, NV 89506 775-322-0346 Lyndsey1282@gmail.com



# REQUEST FOR PROPOSALS COATING FOR STEEL WATER STORAGE RESERVOIRS

IVGID Project Number 2299DI1204

January 2021

Prepared for:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Public Works Department

Prepared by: INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Public Works Department, Utilities Division 1220 Sweetwater Road Incline Village, Nevada 89451

# REQUEST FOR PROPOSAL COATING FOR STEEL WATER STORAGE RESERVOIRS.

### The work includes:

- Coating of exteriors of IVGID reservoirs R2-1 and R6C-1.
- Work to be completed by June 25, 2021.

Lump Sum Price Proposals are to be received by the District prior to 2:00 p.m., January 26, 2021. Proposals received after this time will not be accepted.

Proposals may be faxed to 775-832-1260, e-mailed to **rlr@ivgid.org**, mailed or hand-delivered to:

IVGID Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Ronnie Rector

IVGID reserves the right to reject any and all proposals, and/or to waive any irregularities or formalities in evaluating and awarding the work in accordance with Nevada Revised Statutes.

IVGID reserves the right to award any or all schedules of work that are in the best interest of the District.

All inquires for additional information, to schedule a site visit, and clarification of this RFP should be directed to IVGID Utilities Maintenance Specialist Jim Youngblood at 775-832-1214, Monday – Thursday, 7:00 a.m. – 5:30 p.m.

### INSURANCE AND LICENSING REQUIREMENTS:

- <u>Licenses</u>. Successful Bidder shall have a Washoe County business license, and all appropriate Contractor's licenses and certifications for the services to be performed.
- <u>Commercial Insurance</u>. Successful Bidder shall procure and maintain for the duration of the contract General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverages as required. IVGID shall receive Certificates of Coverage listing the District as an Additional Insured. Property Liability Insurance coverage is not required; the District maintains Course of Construction Liability as part of its overall insurance coverage program. The cost of any required insurance shall be included in the proposal.

### PROTECTIVE COATINGS

### **ARTICLE 1 - GENERAL**

#### 1.01 PURPOSE

The purpose of this specification is to establish methods, materials, standard, and procedures for potable water tank painting.

### 1.02 SCOPE OF WORK

- A. The CONTRACTOR shall furnish all supervision, labor, tools, materials, equipment, scaffolding, and incidentals required to provide a protective coating system for the surfaces listed herein and not otherwise excluded. Work to be accomplished includes field application of protective paints to interior and exterior surfaces, including surface preparation, handling of hazardous wastes, supply of inspection instruments, and other work necessary to accomplish the approved end result of totally protected and usable structures, including all attachments, accessories and appurtenances, generally as follows:
  - 1. Remove all existing defective paint by abrasive blast cleaning, pressure washing and/or sanding, or other method approved by the OWNER.
  - 2. Apply the steel prime coat over all bare steel surfaces.
  - 3. Apply the intermediate and finish coats to all steel surfaces.
  - 4. Work is on the exterior of the reservoirs only.
  - 5. Only paint the bottom 8' inside of the ladder wells.
- B. If severely corroded or damaged steel is discovered during the course of cleaning or painting operations, repair of severely corroded or damaged areas and other mechanical repairs may be required during project.
  - The CONTRACTOR shall allow the OWNER access to make repairs while the existing paints are being removed. The OWNER reserves the option to repair with:
    - a. District employees
    - b. A separate contractor
    - c. Any combination of the above
  - 2. A time extension will be issued should repairs preclude cleaning and/or paint application. Preparation work shall continue while repairs are being made. The time extension will assume the CONTRACTOR will be able to remobilize and begin painting within two weeks of notification. No additional time will be granted to permit the CONTRACTOR to complete other projects prior to this project.
- C. The following items will not be painted:

- 1. Any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates
- 2. Any moving parts of operating units, mechanical, and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts, unless otherwise indicated
- 3. Aluminum handrails, walkways, windows, louvers, and grating
- 4. Stainless steel angles, tube, pipe, etc.
- 5. Products with polished chrome, aluminum, nickel, or stainless steel finish
- 6. Flexible couplings, lubricated bearing surfaces, insulation, and metal and plastic pipe interiors
- 7. Plastic switch plates and receptacle plates
- 8. Signs and nameplates
- 9. Finish hardware
- D. <u>Permits, etc.</u> The CONTRACTOR will obtain, at its own expense, all permits, licenses, and inspections, and shall comply with all laws, codes, ordinances, rules and regulations promulgated by authorities having jurisdiction which may bear on the work, including Federal Public Law 91-596 Occupational Safety and Health Act of 1970. Abrasives shall meet the requirements of the Washoe County Department of Health, Air Quality Division. The CONTRACTOR is responsible for obtaining an air quality permit from the Washoe County Department of Health, Air Quality Division and any other permits that may be required to perform the work.

# E. Lead Remediation.

- 1. Contractor's Responsibility: The CONTRACTOR will be responsible for all necessary means and methods to contain painted blast residue. The CONTRACTOR shall be responsible for storage, transport and final disposal of all spent blast materials and residue in accordance with local, State and Federal regulations. The CONTRACTOR shall plug vents and take other such measures as are required while blasting and vacuuming tank to prevent migration of blasted paint and blast residue, etc. into the environment. CONTRACTOR shall supply copies of documents to OWNER verifying proper handling, testing and disposal of lead based paint debris.
- 2. There is no lead reports available from the Owner.
- F. Work is on two water reservoirs:
  - 1. **Schedule 1:** Reservoir 2-1: 68' diameter x 37' high ~ 1,000,000 gallon capacity. Located 606 Lariat Circle.

2. **Schedule 2:** Reservoir 6C-1: 44' diameter x 32' high ~ 350,000 gallon capacity. Located next to 729 Allison Drive.

### 1.03 REFERENCE SPECIFICATIONS AND STANDARDS

- A. Without limiting the general aspects or other requirements of this specification, work and equipment shall conform to applicable requirements of municipal, state, and federal codes, laws, and ordinances governing the work, Steel Structures Painting Council, American Water Works Association, and manufacturer's printed instructions, subject to Owner's approval.
- B. The Owner's decision shall be final as to interpretation and/or conflict between any of the referenced codes, laws, ordinances, specifications, and standards contained herein.
- C. All paint systems shall be approved by the National Sanitation Foundation.

### 1.04 CONTRACTOR

- A. The CONTRACTOR shall be a licensed Painting Contractor in the State of Nevada. Contractor shall have a minimum of five (5) years (recent) practical experience and successful history in the application of similar products to surfaces of steel water storage tanks.
- B. Painting shall be accomplished by experienced painters specializing in industrial painting familiar with all aspects of surface preparations and applications required for this project. Work shall be done in a safe and workmanlike manner and in strict accordance with manufacturer's printed instructions.

# 1.05 DEFINITIONS

- A. "Paint" as used herein means all coating systems and materials, including primers, emulsions, enamels, sealers and fillers, and other applied materials, whether used as prime, intermediate, or finish coats.
- B. Owner as used herein means, the Owner or Owner designate person of responsibility.

### 1.06 HOURS OF WORK

- A. The Contractor's activities shall be confined to between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Federal, State, or Local holidays. Deviation from these hours will not be permitted without the prior consent of the OWNER, except in emergencies involving immediate hazard to persons or property.
- B. In the event of either a requested or emergency deviation, inspection service fees will be charged against the CONTRACTOR. The service fees will be calculated at overtime rates, including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the CONTRACTOR.

C. Inspections requested by or made necessary as a result of actions by the CONTRACTOR on Saturdays, Sundays, or holidays must be scheduled and approved by the OWNER and paid for by the CONTRACTOR at the prevailing rate for overtime or holiday work.

### 1.07 PRE-JOB CONFERENCE

A. Approximately one week prior to start of project, a Pre-Job Conference shall be scheduled between representatives of the OWNER and CONTRACTOR. The sequence of work will be discussed and will be mutually agreed upon to assure that the work is accomplished and completed as stated in the Contract, and to allow for inspection and operations flexibility by OWNER. A list of labor, material, and equipment rates for additional work will be established and maintained throughout the project. The CONTRACTOR shall furnish a complete set of submittal data for use by the Owner.

### 1.08 QUALITY ASSURANCE -- GENERAL

- A. <u>General.</u> 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 acceptable professional standards and are approved by the OWNER.
- B. All materials furnished and all work accomplished under the Contract shall be subject to inspection by the OWNER. The CONTRACTOR shall be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and diligent execution of the Contract.
- C. Work accomplished in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the OWNER and used in the work thus removed, shall be borne by the CONTRACTOR, regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the OWNER, shall, upon order of the OWNER, be uncovered to the extent required, and the CONTRACTOR shall similarly bear the entire cost of accomplishing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, as directed and approved by the OWNER.
- D. Except as otherwise provided herein, the OWNER will pay the cost of inspection.
- E. The OWNER will make, or have made, such tests as he deems necessary to assure the work is being accomplished in accordance with the requirements of the Contract. Unless otherwise specified in the Special Conditions, the cost of such testing will be borne by the OWNER. In the event such tests reveal non-compliance with the requirements of the Contract, the CONTRACTOR shall bear the cost of such corrective measures deemed necessary by the OWNER, as well as the cost of subsequent retesting. It is understood and agreed that the making of tests shall not constitute an acceptance of any portion of the work, nor relieve the CONTRACTOR from compliance with the terms of the Contract.

- F. <u>Surface Preparation.</u> Surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces," SSPC-Vis 1, ASTM Designation D2200, NACE Standard TM-01-70. All surfaces to be power washed at 3,000 psi minimum, sweep blasted, lightly sanded and/or scuffed. All pealing and/or rusted surfaces shall be cleaned to a SSPC-SP3. Water used for pressure washing and general wash down will be provided to Contractor at 1220 Sweetwater Road. Temperature and dew point requirements herein shall apply to all surface preparation operations, except low- and high-temperature limits shall be based on the manufacturer's recommendations.
- G. Application Conditions. No coating or paint shall be applied:
  - 1. When the surrounding air temperature or the temperature of the surface to be coated is outside the manufacturer's recommended temperature range.
  - 2. To wet or damp surfaces or in rain, snow, fog, or mist.
  - 3. When the temperature is less than 5°F above the dewpoint.
  - 4. When it is expected the air temperature will drop below the manufacturer's recommended temperature for epoxy coating or less than 5°F above the dewpoint within eight (8) hours after application of coating or paint.
  - 5. When there is dust present in the air or on the exterior tank surface.
- H. CONTRACTOR shall measure dewpoint by use of an instrument, such as a Sling Psychrometer in conjunction with the U.S. Department of Commerce Weather Bureau Psychometric Tables, or equivalent.
- I. If the above conditions are prevalent, coating or paint application shall be delayed or postponed until conditions are favorable. The day's coating or paint application shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions. The CONTRACTOR shall keep a record of all-weather observations and submit them to the OWNER. Observations shall be taken at least three (3) times per day.
- Application Precautions. The CONTRACTOR shall conduct all operations so as to confine abrasive blasting debris and paint over-spray to within the bounds of the site. The CONTRACTOR shall take all precautions necessary to prevent adverse off-site consequences of painting operations, and shall submit at the Pre-Job Conference a procedure for over-spray prevention. Any complaints received by the OWNER relating to any such potential off-site problems will be immediately delivered to the CONTRACTOR. The CONTRACTOR shall immediately halt application work and shall take whatever corrective action is required to mitigate any such problems, including changing the method of application to roll-applied if deemed necessary by the OWNER. Any change in procedures in this regard will not be considered an "extra." The CONTRACTOR shall make known to itself the job-site area and potential paint application problems regarding adjacent properties. All costs associated with protection of off-site properties and/or correction of damage to property as a result of

application operations shall be borne directly by the CONTRACTOR at no additional expense to the OWNER.

- 1. OWNER approval of CONTRACTOR's over-spray prevention procedures and presence on project site does not free CONTRACTOR from responsibility for over-spray. Daily approval of procedures may be required prior to start of spray operations.
- K. Thickness and Holiday Checking. Thickness of paints shall be checked with a non-destructive, magnetic-type thickness gauge, such as a Nordson-Mikrotest dry mil thickness gauge. An instrument such as a Tooke gauge should be used if a destructive tester is deemed necessary. All defects shall be marked, repaired in accordance with the manufacturer's printed recommendations, and re-tested. No irregularities will be permitted.
- L. Inspection Devices. CONTRACTOR shall furnish, until final acceptance of coating and painting, inspection devices, and related materials such as the wetting agent for holiday testing, in good working condition for detection of holidays, measurement of dry-film thickness of coatings and paints, sling psychrometer, and anchor profile gauge as directed by the OWNER. They shall also furnish U.S. Department of Commerce, National Bureau of Standards certified thickness calibration plates to test accuracy of thickness gauges. Dry film thickness gauges and holiday detectors shall be available at all times until final acceptance of application. Inspection devices shall be operated by or in the presence of the OWNER with location and frequency basis determined by the OWNER. The OWNER is not precluded from furnishing his own inspection devices and rendering decisions based solely upon their tests. Also include scaffolding, ladders and scissor lifts.
- M. <u>Acceptable Inspection Devices.</u> Acceptable devices for ferrous metal surfaces include but are not limited to Tinker-Rasor Models AP and AP-W holiday detectors and "Inspector" or "Positest" units for dry film thickness gauging. Inspection devices shall be operated in accordance with the manufacturer's instructions.
- N. <u>Warranty Inspection.</u> Warranty inspection shall be conducted before the twelve (12<sup>th</sup>) month following completion of all work and filing of the Notice of Completion. Personnel present at the Pre-Job Conference should also be present at this inspection. All defective work shall be repaired in strict accordance with this specification and to the satisfaction of the OWNER.
  - 1. *Notification:* The OWNER shall establish the date for the inspection, and shall notify the CONTRACTOR at least 30 days in advance.
  - 2. Inspection: The entire exterior paint systems shall be visually inspected as specified in 1.08, Quality Assurance. All defective paint as well as damaged or rusting spots shall be satisfactorily repaired by and at the sole expense of the CONTRACTOR. All repaired areas shall then be electrically tested as specified in the above-mentioned section, and repair/electrical testing procedure repeated until the surface is acceptable to the OWNER.

- 3. Inspection Report: The OWNER shall prepare and deliver to the CONTRACTOR an inspection report covering the inspection, setting forth the number and type of failures observed, the percentage of the surface area where failure has occurred, and the names of the persons making the inspection.
- 4. Schedule: Upon completion of inspection and receipt of Inspection Report as noted herein, OWNER shall establish a date for CONTRACTOR to proceed with remedial work. Any delay on the part of the CONTRACTOR to meet the schedule established by the OWNER shall constitute breach of this Contract, and OWNER may proceed to have defects remedied as outlined under General Provisions.
- 5. Remedial Work: Any location where paint has peeled, bubbled, or cracked, and any location where rusting is evident shall be considered to be a failure of the system. The CONTRACTOR shall make repairs at all points where failures are observed by removing the deteriorated paint, cleaning the surface, and reapplying the same system. If the area of failure exceeds 25 percent of a specific painted surface, the entire applied system may be required to be removed and reapplied in accordance with the original specification.
- 6. Costs: All noted costs for CONTRACTOR's inspection and all costs for repair shall be borne by the CONTRACTOR. In figuring his bid, the CONTRACTOR shall include an appropriate amount for testing and repair, as no additional allowance will be paid by the OWNER for said inspection and repair.
- O. All methods of exterior surface preparation shall conform to the applicable provisions of the Steel Structures Painting Council specifications. No visible rust shall be over-coated under any circumstances, regardless of the elapsed time between blasting and coating. Any steel that has rusted or changed color after cleaning shall be re-blasted in accordance with these specifications.
- P. The CONTRACTOR shall provide, at his own expense, all necessary power required for his operations under this contract.

### 1.09 SAFETY AND HEALTH REQUIREMENTS

- A. <u>General.</u> Ventilation, electrical grounding, and care in handling paints, solvents and equipment are important safety precautions during painting projects. CONTRACTOR shall conform with safety 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 personal protective life-saving equipment for persons working in or about the project site.
- B. <u>Access Facilities.</u> All ladders, scaffolding, and rigging shall be designed for their intended uses. Ladders and scaffolding shall be erected where requested by OWNER to facilitate inspection and be removed by the CONTRACTOR to locations requested by the OWNER.

- C. <u>Ventilation</u>. Where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof, of industrial design, and shall be approved by the OWNER. Household-type venting equipment will not be acceptable. Ventilation shall reduce the concentration of air contaminant to the degree that a hazard does not exist by ducting the air, vapors, etc.
- D. Head and Face Protection and Respiratory Devices. Equipment shall include protective helmets, which shall be worn by all persons while in the vicinity of the work. During cleaning operations, nozzle men shall wear U.S. Bureau of Mines approved air-supplied helmets; other persons who are exposed to blasting dust shall wear approved filter-type respirators and safety goggles. When paints are applied in confined areas, all persons exposed to toxic vapors shall wear approved air-supplied masks. Barrier creams shall be used on any exposed areas of skin.
- E. <u>Grounding.</u> Spray and air hoses shall be grounded to prevent accumulation of charges of static electricity.
- F. <u>Illumination.</u> Spark-proof artificial lighting shall be provided for all work in contained spaces. Light bulbs shall be guarded to prevent breakage. Lighting fixtures and flexible cords shall comply with the requirements of NFPA 70 "National Electric Code" for the atmosphere in which they will be used. Whenever required by OWNER, the CONTRACTOR shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination for inspection purposes shall be determined by the OWNER.
- G. <u>Toxicity and Explosiveness.</u> The solvents used with specified protective coatings are explosive at low concentrations and are highly toxic. Because of toxicity, the maximum allowable concentration of vapor shall be kept below the maximum safe concentration for an eight-hour exposure, plus Lower Explosive Limit (LEL) must be strictly adhered to. If coatings or paints contain lead or other hazardous materials, all regulations related to safety of personnel and handling of such materials shall be strictly adhered to.
- H. <u>Protective Clothing.</u> Paint materials may be irritating to the skin and eyes. When handling and mixing paints, workmen shall wear gloves and eye shields.
- I. <u>Fire.</u> During mixing and application of all materials, all flames, welding, and smoking shall be prohibited in the vicinity. Appropriate type fire abatement devices shall be provided by CONTRACTOR, and be readily available at the job site during all operations.
- J. <u>Sound Levels.</u> Whenever the occupational noise exposure exceeds the maximum allowable sound levels, the CONTRACTOR shall provide and require the use of approved ear protective devices.
  - 1. General sound levels for the project shall be those which will not affect routine facility or neighborhood activities. Whenever levels are objectionable, they shall be adjusted as directed by the OWNER.

### 1.10 SUBMITTALS

A. Submittals shall include manufacturer's data and samples as indicated below, and shall be prepared and submitted in time to provide adequate review by the OWNER. Copies of all manufacturer's instructions and recommendations shall be furnished to the OWNER.

### B. Samples -- Painting.

- 1. Paint colors will be selected by the OWNER. Compliance with all other requirements is the exclusive responsibility of the CONTRACTOR.
- 2. Samples of each finish and color shall be submitted to the OWNER for approval before any work is started.
- 3. Samples shall be prepared so that an area of each sample indicates the appearance of the various coats. For example, where three-coat work is specified, the sample shall be divided into three graduated areas: one showing the application of one coat only; one showing the application of two coats; and one showing the application of all three coats.
- 4. Such samples, when approved in writing, shall constitute a standard as to color and finish only for acceptance or rejection of the finish work.
- 5. For piping, valves, equipment, and miscellaneous metal work, provide sample chips or color charts of all paint selected, showing color, finish, and general characteristics.
- 6. Rejected samples shall be resubmitted until approved.

### 1.11 DELIVERY, HANDLING, AND STORAGE

- A. Deliver all materials to the job site in original, unopened packages and containers bearing manufacturer's name and label. Packages shall not be opened until they are inspected by the OWNER and required for use.
  - 1. Provide labels on each container with the following information:
  - 2. Name or title of material
  - 3. Federal Specification number, if applicable
  - 4. Manufacturer's stock number and color
  - 5. Manufacturer's name, batch number, specification number
  - 6. Generic type
  - 7. Contents by volume for major pigment and vehicle constituents
  - 8. Application instructions
  - 9. Color name and number
  - 10. Date of manufacture and expiration date
- B. Containers shall be clearly marked to indicate any hazards connected with the use of the paint and steps which should be taken to prevent injury to those handling the product.

- C. All containers shall be handled and stored in such a manner as to prevent damage or loss of labels or containers. All painting materials shall be stored in a clean, dry, well-ventilated place, protected from sparks, flame, direct rays of the sun, or from excessive heat. The CONTRACTOR shall be solely responsible for the protection of the materials stored by himself at the job site.
- D. The OWNER shall designate areas for storage and mixing of all painting materials. The CONTRACTOR shall comply with the requirements of all pertinent codes and local fire regulations. Proper containers shall be provided by the CONTRACTOR and used for painting wastes. No plumbing fixtures shall be used for this purpose. Empty coating cans shall be neatly stacked and removed from the job site as required by applicable codes.
- E. Used rags shall be removed from the job site daily, and every precaution taken against spontaneous combustion.

# **ARTICLE 2 - PRODUCTS**

### 2.01 GENERAL

- A. Materials specified are those which have been evaluated for the specific service. Standard products of manufacturers other than those specified will be accepted when it is proved to the satisfaction of the OWNER that they are equal in composition, durability, usefulness, and convenience for the purpose intended. Substitutions will be considered, provided the following minimum conditions are met:
  - 1. The proposed coating or paint system shall employ coatings or paints of the same manufacturer.
  - 2. All requests for substitution shall carry full descriptive literature and directions for application along with complete information on generic type, non-volatile content by volume, and a list of five (5) similar projects -- all at least three (3) years old -- where the coatings or paints have been applied to similar exposure.
- B. All material shall be brought to the job site in the original sealed containers. They shall not be opened or used until OWNER has physically inspected the contents and obtained the necessary data from information printed on containers or labels. Materials exceeding storage life recommended by the manufacturer shall be rejected.
- C. Flammability, toxicity, allergenic properties, and any other characteristic requiring field precautions shall be identified, and specific safety practices shall be stipulated by the manufacturer and followed by the CONTRACTOR.
- D. All coating, paint, and disinfection materials shall be stored to protect them from weather and excessive heat or cold. Flammable coatings and paints must be stored to conform with city, county, state, and federal safety codes for flammable coating and paint materials. At all times, coatings and paints shall be protected from freezing.

E. CONTRACTOR shall use products of same manufacturer for all coats.

### 2.02 EXTERIOR PAINT MATERIALS

- A. Paint materials shall be provided by the CONTRACTOR for painting the exteriors.
  - 1. <u>Spot Prime</u>: Sherwin-Williams Kem Kromic Universal Metal Primer or equal, with a dry film thickness of 2.0 to 4.0 mils.
  - 2. <u>First Coat</u>: Sherwin-Williams Macopoxy 646 or equal, with a dry film thickness of 2.0 to 3.0 mil. Color to be selected by OWNER.
  - 3. <u>Second Coat</u>: Sherwin-Williams Acrolon 218 HS or equal, with a dry film thickness of 2.0 to 3.0 mil. Color to be selected by OWNER.
  - 4. System minimum: 6.0 mils DFT, 12.0 mils DFT maximum.
  - 5. Color: Sherwin Williams SW4024 Enviro Green

### **ARTICLE 3 - EXECUTION**

### 3.01 GENERAL

- A. All surface preparation and paint application shall conform to applicable standards of the Steel Structures Painting Council, the Incline Village General Improvement District, 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.
- B. All work shall be accomplished by skilled craftsmen qualified to accomplish 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.
- C. The CONTRACTOR shall provide a supervisor to be at the work site during cleaning and application operations. The supervisor shall have the authority to sign change orders, coordinate work, and make other decisions pertaining to the fulfillment of their contract.
- D. CONTRACTOR shall provide approved sanitary facilities at reservoir site for all CONTRACTOR personnel, as no existing facilities will be available to the CONTRACTOR. Facilities shall be maintained during the project to complete standards established by OWNER, and shall be removed prior to CONTRACTOR's departure from the reservoir sites at completion of the project.
- E. Dust, dirt, oil, grease, or any foreign matter which will affect the adhesion or durability of the finish must be removed by washing with clean rags dipped in an approved commercial cleaning solution, rinsed with clean water, and wiped dry with clean rags.

- F. The CONTRACTOR's 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. Blotter or white cloth tests shall be accomplished at each start-up period and as deemed necessary by the OWNER. CONTRACTOR's equipment shall be subject to approval of the OWNER.
  - Cleanliness of compressed air supply shall be verified daily and as deemed necessary by the OWNER by directing a stream of air from the blasting or air hose onto a white blotter or cloth for twenty seconds. If oil or water appears on the blotter or cloth, all traps and separators shall be blown down until subsequent twenty-second tests show no further oil or water.
- G. Application of the first coat shall follow immediately after surface preparation and cleaning within an eight-hour working day. Any cleaned areas not receiving the first coat within an eight-hour period shall be re-cleaned prior to application of first coat.
- H. Because of the presence of moisture and possible contaminants in the atmosphere, care shall be taken to ensure that previously painted surfaces are protected or re-cleaned prior to application of subsequent coat(s). Methods of protection and re-cleaning shall be approved by the OWNER.
  - 1. Project is subject to intermittent shutdown if, in the opinion of the OWNER, cleaning and application operations are creating a localized condition detrimental to ongoing facility activities, personnel, or adjacent property.
  - In the event of emergency shutdown by the OWNER, CONTRACTOR shall immediately correct deficiencies. All additional costs created by shutdown shall be borne by CONTRACTOR.
- I. The CONTRACTOR shall provide, at his own expense, all necessary power required for his operations under the Contract.
- J. CONTRACTOR shall tightly seal reservoir vents and other open areas to prevent intrusion of paint or other contaminants. The sealing system shall be designed to allow continuous operation of facilities or equipment, with no detrimental effects. If necessary, the sealing system shall be removed at daily termination of work.

### 3.02 SURFACE PREPARATION -- General

- A. The latest revision of the following surface preparation specifications of the Steel Structures Painting Council shall form a portion of this specification. (Note: An element of surface area is defined as any given square inch of surface.)
  - 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. Hand Tool Cleaning (SSPC-SP2): Removal of loose rust, loose mill scale, and other detrimental foreign matter present to degree specified by hand chipping, scraping, sanding, and wire brushing.
- 3. Power Tool Cleaning (SSPC-SP3): Removal of loose rust, loose mill scale, and other detrimental foreign matter present to degree specified by power wire brushing, power impact tools, or power sanders.
- 4. Commercial Blast Cleaning (SSPC-SP6): Blast cleaning until at least two-thirds of each element of surface area is free of all visible residue.
- 5. Brush-Off Blast Cleaning (SSPC-SP7): Blast cleaning to remove loose rust, loose mill scale, and other detrimental foreign matter present to the degree specified.
- 6. Near-White Blast Cleaning (SSPC-SP10): Blast cleaning to near-white metal cleanliness, until at least ninety-five percent of each element of surface area is free of all visible residues.
- 7. Power Tool Cleaning to Bare Metal (SSPC-SP11): Power tool cleaning to produce a bare metal surface and to retain or produce a surface profile of at least 1.0 mil.
- 8. All surfaces are to be power washed at 3,000 psi minimum, sweep blasted, lightly sanded and/or scuffed. All pealing and/or rusted surfaces shall be cleaned to a SSPC-SP3. Water used for pressure washing and general wash down will be provided to Contractor at 1220 Sweetwater Road.
- B. During cleaning operations, caution shall be exercised to ensure that existing paints are not exposed to abrasion from blast cleaning.
- C. Blast cleaning from scaffolds shall only be accomplished within confines of interior perimeter of scaffold. Reaching beyond limits of perimeter will be allowed only if blast nozzle is maintained in a position which will produce a profile acceptable to the OWNER.
- D. The CONTRACTOR shall keep the area of his work in a clean condition, and shall not permit blasting materials to accumulate as to constitute a nuisance or hazard in the execution of the work or the operation of the existing facilities. All debris shall be removed from the site by the CONTRACTOR and disposed of properly. As existing paints are assumed to contain hazardous materials, handling of waste by CONTRACTOR shall meet OSHA and all regulatory agency requirements for handling such waste. Containment of these wastes and disposal of same shall be by CONTRACTOR. See attached paint test results.
- E. Blast cleaned and coated/painted surfaces shall be cleaned prior to application of specified paints via a combination of blowing with clean dry air, brushing/brooming and/or vacuuming, as directed by the OWNER. Air hose for blowing shall be at least one-half inch (½") in diameter and shall be equipped with a shut-off device.

- F. All welds, when required, shall be neutralized with a suitable chemical compatible with the specified paint materials.
- G. Water blast cleaning (hydro-blasting) shall be used only when and as directed by OWNER. Pressures shall be those determined by OWNER to effectively accomplish removal of loose, peeling/flaking paint or other detrimental surface contaminants.
- H. If water is used for the cleaning process, spent water shall be contained and discharged to the OWNER's sanitary sewer system. No water shall be allowed to run off-site.

### 3.03 SURFACE PREPARATION – Exterior

Surface preparation shall be SSPC-SP1 to remove oil, grease, soil and other contaminants. Glossy areas shall be dulled by light sanding, all loose paint shall be removed and sanding dust removed. All bare areas shall be primed with a primer as recommended by the manufacturer. Treat damaged areas and overcoat existing surfaces per specification listed in Article 2 – Products, 2.02 Exterior Paint Materials.

### 3.04 APPLICATION - General

- 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," the manufacturer of the coating and paint materials printed literature, and as specified herein.
- B. When applying an epoxy/urethane system, surface temperatures must be a minimum of 5° above dewpoint during application and minimum cure time, and surface temperatures must not exceed manufacturer's recommended temperature range, and the finish coat must be applied not later than seventy-two (72) hours after application of the epoxy primer. If the anticipated overcoat time is longer than seventy-two (72) hours, then an additional "mist coat" (2 dry mils) of epoxy shall be applied and the epoxy overcoat window clock shall start anew.
- C. Thinning shall only be permitted as recommended by the manufacturer and approved by the OWNER, and shall not exceed limits set by applicable regulatory agencies.
- D. Each application of coating and paint shall be applied evenly, free of brush marks, sags, and runs with no evidence of poor workmanship. Care should be exercised to avoid lapping on glass or hardware. Coating and paints shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes.
- E. Protective coverings or drop cloths shall be used to protect floors, fixtures, equipment, prepared surface, and applied coatings or paints. Personnel walking tank or walking on exterior roof of tank shall take precautions to prevent damage or contamination of coated or painted surfaces or room surface. If required by OWNER, personnel shall wear soft-soled shoes or shoe coverings approved by OWNER. Care shall be exercised to prevent coating or paint from being spattered onto surfaces, which are not to be coated or painted. Surfaces

- from which such material cannot be removed satisfactorily shall be refinished as required to produce a finish satisfactory to the OWNER.
- F. All materials shall be applied as specified herein.
- G. All welds and irregular surfaces specified by the OWNER shall receive one brush coat of the specified product prior to application of each complete coat. Coating/paint shall be brushed in multiple directions to ensure penetration and coverage, as directed by the OWNER. These areas include, but are not limited to, welds, roof lap seams, nuts, bolts, ends and flanges of rafters, and other areas where complete coverage of paint might not be accomplished without this special attention. Special attention shall be given to the junction of the cover dome and the top angle on cylindrical walls, and to the joints between plates in the dome.
- H. At the conclusion of each day's cleaning and painting operations, a six-inch (6") wide strip of cleaned substrate shall remain unpainted to facilitate locating point of origin for successive day's cleaning operations.
- I. All attachments, accessories, and appurtenances shall be prepared and coated/painted/finished in the same manner as specified for adjoining tank sections.

### 3.05 FIELD APPLICATION – Exterior

- A. All painted/primed surfaces shall be clean, dry, and show no evidence of oxidation, after which all inorganic zinc or epoxy primed surfaces shall receive intermediate and finish coats specified under 2.02.
  - All surfaces are to be power washed at 3,000 psi minimum, sweep blasted, lightly sanded and/or scuffed. All pealing and/or rusted surfaces shall be cleaned to a SSPC-SP3. Water used for pressure washing and general wash down will be provided to Contractor at 1220 Sweetwater Road.

### 3.06 QUALITY CONTROL -- Exterior

- A. All epoxy coating components shall be mixed in exact proportions specified by the manufacturer. Care shall be exercised to ensure that all material is removed from containers during mixing and metering operations.
- B. All coatings shall be thoroughly mixed, using an approved slow-speed power mixer until all components are thoroughly combined and are of a smooth consistency. Coatings shall not be applied beyond pot-life limits or re-coat cycles specified by manufacturer.
- C. Thinners shall be added to coating materials only as required in accordance with manufacturer's printed literature and in the presence of the OWNER. Quantities of thinner shall not exceed limits set by applicable regulatory agencies.

- D. Application shall be by airless spray method, except as otherwise specified. Drying time between coats shall be strictly observed as stated in manufacturer's printed instructions and as directed by the OWNER.
- E. When two or more coats are specified, where possible, each coat shall contain sufficient approved color additive as an indicator of coverage, or the coats must be of contrasting color (i.e., white/buff/white).
- F. Care shall be exercised during spray operations to hold the spray nozzle perpendicular and sufficiently close to surfaces being coated to avoid excessive evaporation of volatile constituents and loss of material into the air or the bridging of cracks and crevices. Reaching beyond the limits of scaffold perimeter will not be permitted, and shall be basis for a Stop Work Order issued by the OWNER. All over-spray shall be removed as directed by the OWNER.
- G. Upon completion of coating operations, after curing intervals in accordance with manufacturer's recommendations, holiday detection shall be accomplished. Access scaffolding and manpower to move scaffolding as required by the OWNER shall be provided by the CONTRACTOR in order to perform all testing. Repair and retesting shall be accomplished as specified under "QUALITY ASSURANCE."
- H. All mixing, thinning, application, and holiday detection of coatings shall be accomplished in the presence of the OWNER.
- I. Manufacturer's recommended curing times and conditions shall be followed to achieve final curing.

### 3.07 FIELD APPLICATION -- Exposed Exterior Surfaces

All materials shall be applied according to manufacturer's recommendations and as specified.

### 3.08 FINISHES

- A. <u>Pigmented (Opaque) Finishes.</u> Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- B. <u>Complete Work.</u> Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specific requirements.

### 3.09 CLEANUP

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 spots upon adjacent surfaces shall be removed and the entire job site cleaned. All damage to surfaces resulting from the work of this section shall be cleaned, repaired, or refinished to the complete satisfaction of the OWNER at no cost to the OWNER.

B. <u>Cleaning.</u> All paint brushed, spattered, spilled, or splashed on any surface not specified to be painted shall be removed ASAP and/or at OWNERS direction.

### 3.10 OMISSIONS

Care has been taken to delineate herein those surfaces to be coated. However, if coating requirements have been inadvertently omitted from this section or any other section of the specifications, it is intended that all metal surfaces, unless specifically exempted herein, shall receive a first-class protective coating equal to that given the same type surface pursuant to these specifications.

**End of Protective Coatings Requirements** 

# PROPOSAL FORM

# Prices to include all labor, materials and incidentals.

IVGID reserves the right to reject any and all proposals, and/or to waive any irregularities or formalities in evaluating and awarding the work in accordance with Nevada Revised Statutes. IVGID reserves the right to award any or all schedules of work that is in the best interest of IVGID.

Schedule 1, In Numbers:	\$ 35,000.00
Schedule 1, In Words:	Thirty five thousand dollars and 00/100
Schedule 2, In Numbers:	\$ 24,440.00
Schedule 2, In Words:	Twenty four thousand four hundred forty dollars amd 00/100
Total Proposal, In Numbers:	\$ 59,440.00
Total Proposal, In Words:	Fifty nine thousand four hundred and forty dollars amd 00/100

Signature of Bidde	r: Gr	 )ate:	01/26/2021	
PRINT OR TYPE:				
Name:	George Tsiopos			
Title:	President	 		
Firm Name:	Olympus and Associates, Inc			
Address:	405 Lovitt Lane			
City, St, Zip:	Reno, NV 89506			
Phone & Fax #:	775-322-0346			
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