

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL MEETING**  
**JUNE 19, 2012 AGENDA**

| SUBJECT:  | TYPE:  | SUBMITTED BY:                                |
|---|--|--|
| Bid: Maple Avenue Water Tower Repainting Project (WP-005) | Resolution<br>Ordinance<br>✓ Motion<br>Discussion Only | Nan Newlon, P.E.<br>Director of Public Works |

**SYNOPSIS**

A motion is requested to authorize award of a contract for the Maple Avenue Water Tower Repainting Project (WP-005) to Am-Coat Painting, Inc. of Homer Glen, Illinois in the amount of \$954,210.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011-2018 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The approved FY12 budget includes \$550,578 in the Water Fund for the construction portion of Maple Avenue Water Tower Repainting Project (WP-005). The recommended bid amount is \$403,632 over budget and staff recommends the use of the available fund balance in the Water Fund to complete the scope of work included in this contract.

**UPDATE & RECOMMENDATION**

This item was discussed at the June 12, 2012 Village Council meeting. The Village Council asked for additional information on fluorourethane. Fluoropolymer coatings such as fluorourethane were developed in Japan in the early 1980's and have been in use worldwide since then on bridges and water towers. Tests of fluorourethane coatings in these applications have provided very positive results with minimal loss of thickness. The Village's engineering consultant on this project, Tank Industry Consultants, is very familiar with this coating system and first observed its use more than 10 years ago. Staff recommends approval on the June 19, 2012 Consent Agenda.

**BACKGROUND**

The Maple Avenue Water Tower serves the Village's water system as one of seven elevated water storage tanks. It stores 1,500,000 gallons of water and was constructed in 1988 by Chicago Bridge & Iron. The tower's coating system is deteriorating and there are safety-related and operational deficiencies that need to be rectified.

The original budgeted amount for this project reflects the scope that resulted from an evaluation of this tank was completed in 2007. The evaluation looked at the condition of the exterior surface, as well as the interior dry surfaces and interior wet surfaces. At that time the exterior coating system was judged to be providing adequate overall corrosion protection and it was recommended that the surface be painted within the next four to six years (2011 to 2013).

As part of the due diligence work in preparation for contracting for this work, the tank's coating was re-examined and found to be in worse condition than anticipated due to a greater degree of deterioration than forecasted from the 2007 evaluation. As a result, what was expected to be a spot cleaning and topcoat of

the exterior now is recommended to be a complete cleaning and recoating. More rapid deterioration of the interior surfaces is also contributing to a more extensive scope of work. The budget for the interior of the tank reflects the anticipated pressure washing and spot cleaning of the interior dry and interior wet surfaces, which at this time are recommended for blast cleaning and recoating.

The purpose of this construction contract is to correct the current deficiencies and provide a long lasting coating system. The improvements will include:

- Interior and exterior cleaning and re-coating for corrosion protection
- Safety improvements including enlarging head clearance on interior dry ladders, installing a top platform curb, cover and lower toe bar, and
- Operational improvements including installing an overflow pipe screened flap gate, installing a screen condensate drain pipe, and enlarging the roof manhole cover overlap.

Bidders were asked to provide a total bid consisting of a base bid, and an additional, alternate bid, which includes a fluorourethane exterior coating system and new interior condensate ceiling. Fluorourethane is a newer, ultra-high-performance coating that is projected to have a service life of up to thirty years. A large amount of the cost of this project is mobilization of equipment, labor and the installation of the containment system. Because of these fixed costs, the investment of \$58,400 to extend the life of the exterior coating from 15 to 30 years would provide a return on the initial investment. The alternate bid item consists of the installation of an interior ceiling that will collect condensation that falls inside the tank and direct it to a drain. This will reduce maintenance within the stem of the tank.

Bids for the Maple Elevated Water Tower Repainting Project were received May 15, 2012 at 11:00 a.m. A synopsis of the bids is as follows:

| <b>Contractor</b>                                 | <b>Base Bid</b> | <b>Alternate Bid</b> | <b>Total Bid Amount</b> |         |
|---|-----------------|----------------------|-------------------------|---------|
| Am-Coat Painting, Inc., Homer Glen, Illinois      | \$876,710       | \$77,500             | \$954,210               | low bid |
| American Suncraft Co., Inc., Medway, Ohio         | \$1,095,450     | \$76,500             | \$1,171,950             |         |
| TMI Coatings, Inc., St. Paul, Minnesota           | \$1,396,200     | \$87,000             | \$1,483,200             |         |
| Era Valdivia Contractors, Inc., Chicago, Illinois | \$1,554,180     | \$298,000            | \$1,852,180             |         |
| Classic Protective Coatings, Inc., Menomonie, WI  | \$1,803,350     | \$109,000            | \$1,912,350             |         |

Am-Coat Painting, has successfully completed painting water towers in several nearby communities such as Darien, Elmhurst, Wood Dale, Lemont, Oak Brook, Hoffman Estates and Schaumburg. The Village's professional engineering consultant for this project, Tank Industry Consultants, has reviewed the bids as well. They are familiar with Am-Coat Painting and have observed projects of similar scope performed by the Am-Coat and provided a positive endorsement.

**ATTACHMENTS**

Contract Documents  
Capital Project Sheet WP-005

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

for

**Repairing and Repainting the Interior Wet, Interior Dry, and Exterior of**

**One 1,500,000 Gallon Steel Fluted Pedestal Elevated Tank**

**“Maple Tank”**

**Downers Grove, Illinois**

for

**VILLAGE OF DOWNERS GROVE**

**Downers Grove, Illinois**

**Prepared by**

**Tank Industry Consultants**

**Headquarters:**

**7740 West New York Street  
Indianapolis, Indiana 46214**

**TIC 11.270.H313.005**

**April 30, 2012**

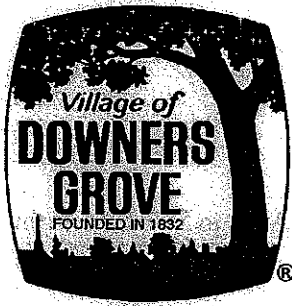
*630-434-5474*



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## CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Am-Coat Painting Inc
- II. Instructions and Specifications:
- A. Bid No.: CFB-0-24/2012
  - B. For: Maple Tank
  - C. Bid Opening Date/Time: MAY 15, 2012 @ 11:00 AM
  - D. Pre-Bid Conference Date/Time: NONE
  - E. Pre-Bid Conference Location: NONE
- III. Required of All Bidders:
- A. Bid Deposit: 10%
  - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
  - B. Certificate of Insurance: YES

Legal Advertisement Published: MAY 2, 2012

This document comprises 38 pages

RETURN ORIGINAL BID IN SEALED ENVELOPE MARKED WITH THE BID NUMBER AS NOTED ABOVE TO:

THERESA H. TARKA  
DOWNERS GROVE PURCHASING ASSISTANT  
VILLAGE OF DOWNERS GROVE  
801 BURLINGTON  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5530  
FAX: 630/434-5571  
[www.downers.us](http://www.downers.us)

Village of Downers Grove

**CALL FOR BIDS – FIXED WORKS PROJECT**

**Bid No.: CFB-0-24/2012**

The VILLAGE OF DOWNERS GROVE will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Building, 5101 Walnut Avenue, Downers Grove, IL 60515.

The Village Council reserves the right to accept or reject any and all bids, to waive technicalities and to accept or reject any item of any Bid.

The documents constituting component parts of this Contract are the following:

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. GENERAL PROVISIONS
- IV. SPECIAL PROVISIONS
- V. BID & CONTRACT FORM

All Bidders MUST submit the entire bid package, with one original Bid Form. Upon formal Award, the successful Bid will automatically convert to a Contract, and the successful Bidder will receive a copy of the executed contract upon formal award of the Bid with the Notice of Award.

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.**



## **I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS**

### **1. GENERAL**

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to:  
MAY 15, 2012 @ 11:00 AM
  - 1.2 Defined Terms:
    - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
    - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder's completed proposal, bonds and all required certifications.
    - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
    - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
    - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
    - 1.2.6 Work – the construction or service defined herein.
    - 1.2.7 Day – unless otherwise stated all references to day “Day” “Days”, “day” or “days” shall refer to calendar days.
    - 1.2.8 Proposal Guaranty – the required bid deposit.
  - 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
  - 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
  - 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
  - 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.
- ### **2. BID PREPARATION**
- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.
  - 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with

## Village of Downers Grove

all the local conditions affecting the Work and become fully acquainted with the detailed requirements of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the Bid resulting from his willing or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE BIDDER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Bidder, which might be discovered subsequent to award of contract. The Bidder shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Bidder.

- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*
- 2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.
- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids or the pre-bid conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by

## Village of Downers Grove

the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.

- 2.7 The Bidder must submit his Bid on the form furnished by the Village. The Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
  - 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
  - 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
  - 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.
  - 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.
  - 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.
- 3. PRE-BID CONFERENCE**
- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.
  - 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions

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received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.

3.3 No Contract Documents will be issued after the pre-bid conference except to attendees.

### **4. BID SUBMISSION**

4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village.

4.2 A bid deposit will be required, which shall not exceed ten percent (10%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his Bid and according to the plans and specifications in case the contract shall be awarded to him.

4.3 Bids shall be publicly opened at the hour and place indicated above.

### **5. BID MODIFICATION OR WITHDRAWAL**

5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.

5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the bid opening, by a letter bearing the signature or name of the person authorized for submitting Bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) days from the date set for the bid opening, unless otherwise specified.

5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.

### **6. BID REJECTION**

6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for, or irregularities of any kind, shall be rejected as informal or insufficient. Bids otherwise acceptable, which are not accompanied by the proper Proposal Guaranty, shall also be rejected as informal or insufficient. The Village reserves the right however, to reject any or all Bids and to waive such technical error as may be deemed best for the interest of the Village.

### **7. BIDDER COMPETENCY**

7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days.

### **8. BIDDER DISQUALIFICATION**

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- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.
- 8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.
  - 8.1.2 Evidence of collusion among Bidders.
  - 8.1.3 Unbalanced Bids in which the prices for some items are substantially out of proportion to the prices for other items.
  - 8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.
  - 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
  - 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
  - 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.
  - 8.1.8 Failure to submit a signed Bidder's Certificate stating the following:
    - 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
    - 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and
    - 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract; and
    - 8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

### 9. BASIS OF AWARD

- 9.1 The Village reserves the exclusive right to accept or reject any and all Bids or to waive sections, technicalities and irregularities, or to accept or reject any Bid or any item of any Bid.

### 10. AWARD OF CONTRACT

- 10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered.
- 10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of Bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village

## Village of Downers Grove

will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

### **11. RETURN OF BID DEPOSIT**

11.1 The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) days after the opening of Bids. The remaining bid deposits of each contractor will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

### **12. FAILURE TO ENTER INTO CONTRACT**

12.1 Failure on the part of the successful Bidder to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

12.2 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his Bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Bidder shall then forfeit the bid security to the Village, not as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.

12.3 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

### **13. SECURITY FOR PERFORMANCE**

13.1 The successful Bidder shall, within ten (10) days after acceptance of the Bidder's Bid by the Village, furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the Bid. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

### **14. TAX EXEMPTION**

14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification number will also be provided to the selected Bidder.

### **15. RESERVED RIGHTS**

15.1 The Village reserves the right to waive sections, irregularities, technicalities and informalities to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

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### **16. CATALOGS AND SHOP DRAWINGS**

- 16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the work or material he proposes to furnish.

### **17. TRADE NAMES AND SUBSTITUTIONS**

- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Bidder's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

## **II. TERMS AND CONDITIONS**

### **18. VILLAGE ORDINANCES**

18.1 The successful Bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

### **19. USE OF VILLAGE'S NAME**

19.1 The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

### **20. HOURS OF WORK**

20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, unless otherwise approved in writing by the Village. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village.

### **21. PERMITS AND LICENSES**

21.1 The Contractor shall obtain all necessary permits and licenses required to complete the Work. The cost of acquisition of all necessary permits, bonds, insurance and services as specified herein shall be considered INCIDENTAL, and no additional compensation will be allowed the Contractor.

### **22. INSPECTION**

22.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Village as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

### **23. DELIVERIES**

23.1 All materials shipped to the Village must be shipped F.O.B. designated location, Downers Grove, Illinois.

### **24. SPECIAL HANDLING**

24.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

### **25. NONDISCRIMINATION**

25.1 Contractor shall, as a party to a public contract:

25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive



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Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.

- 25.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq, and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

### **26. SEXUAL HARASSMENT POLICY**

26.1 The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:

- 26.1.1 Notes the illegality of sexual harassment;
- 26.1.2 Sets forth the State law definition of sexual harassment;
- 26.1.3 Describes sexual harassment utilizing examples;
- 26.1.4 Describes the Contractor's internal complaint process including penalties;
- 26.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 26.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

### **27. EQUAL EMPLOYMENT OPPORTUNITY**

27.1 In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

- 27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 27.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire

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for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- 27.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 27.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 27.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

## **28. DRUG FREE WORK PLACE**

28.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

28.1.1 Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.

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(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

- (A) abide by the terms of the statement; and
- (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

28.1.2 Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the Village's or Contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance programs;
- (4) the penalties that may be imposed upon employees for drug violations.

28.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

28.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.

28.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

28.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

28.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

29.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

**30. PREVAILING WAGE ACT**

30.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.

30.2 Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the

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Contractor in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

30.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10<sup>th</sup>) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

30.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

### **31. PATRIOT ACT COMPLIANCE**

31.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

### **32. INSURANCE REQUIREMENTS**

32.1 Prior to starting the Work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property,

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including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

|   |              |  |
|---|--------------|--|
| Workers Compensation  | \$500,000    | Statutory                                      |
| Employers Liability   | \$1,000,000  | Each Accident                                  |
|   | \$1,000,000  | Disease Policy Limit                           |
|   | \$1,000,000  | Disease Each Employee                          |
| Comprehensive General Liability                                     | \$2,000,000  | Each Occurrence                                |
|   | \$2,000,000  | Aggregate                                      |
|   |              | <i>(Applicable on a<br/>Per Project Basis)</i> |
| Commercial Automobile<br>Liability                                  | \$1,000,000  | Each Accident                                  |
| Professional Errors<br>& Omissions<br>(pursuant to section.9 below) | \$2,000,000  | Each Claim                                     |
|   | \$2,000,000  | Annual Aggregate                               |
| Umbrella Liability  | \$ 5,000,000 |  |

- 32.2 Comprehensive General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 32.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, Tank Industry Consultants, their officers, officials, employees and volunteers" as "additional insureds" with

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respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.

- 32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 32.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 32.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 32.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **33. INDEMNITY AND HOLD HARMLESS AGREEMENT**

- 33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.

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- 33.2 The Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its subcontractors.

### **34. SUBLETTING OF CONTRACT**

- 34.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of this Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

### **35. TERMINATION OF CONTRACT**

- 35.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason.
- 35.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon ten (10) days' written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

### **36. BILLING AND PAYMENT PROCEDURES**

- 36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.

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- 36.3 As this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 36.4 Please send all invoices to the attention of: Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.
- 37. COMPLIANCE WITH OSHA STANDARDS**
- 37.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.
- 38. CERCLA INDEMNIFICATION**
- 38.1 The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.
- 38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.
- 39. COPYRIGHT or PATENT INFRINGEMENT**
- 39.1 The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.
- 40. BUY AMERICA**
- 40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.
- 41. CAMPAIGN DISCLOSURE**
- 41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 41.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove



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Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

41.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

41.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

### **42. GUARANTEE PERIOD**

42.1 The Contractor shall provide a guarantee in writing covering a minimum period of one (1) year after approval and acceptance of the Work. The Guarantee shall be in such form as the Village may prescribe, unless otherwise noted in the Specifications, and shall be submitted before receiving final payment. If longer guarantees are required, they will be noted in the Special Provisions for this project.

### **43. SUCCESSORS AND ASSIGNS**

43.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

### **44. WAIVER OF BREACH OF CONTRACT**

44.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

### **45. CHANGE ORDERS**

45.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.

45.2 Change orders for public works projects which authorize an increase in the contract price ~~that~~ is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

### **46. SEVERABILITY OF INVALID PROVISIONS**

46.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

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**47. GOVERNING LAW**

47.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

**48. NOTICE**

48.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515**

And to the Contractor as designated on the Contract Form.

**49. AMENDMENT**

49.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

**50. COOPERATION WITH FOIA COMPLIANCE**

50.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

**51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT**

51.1 If the work contemplated by this Contract is funded or financed in whole or in part with State Funds or funds administered by the State, Contractor agrees to comply with the terms of the Employment of Illinois Workers on Public Works Act by employing at least 90% Illinois laborers on the project. 30 ILCS 570/1 et seq. Contractor agrees further to require compliance with this Act by all of its subcontractors.

### **III. GENERAL PROVISIONS**

#### **1. STANDARD SPECIFICATIONS**

- 1.1 The following standards shall govern the construction of the proposed improvements:
  - 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Sixth Edition, 2009 (the Water & Sewer Specs.); and
  - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2012; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2012; and
  - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised March, 2006.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby suspended.

#### **2. COOPERATION OF CONTRACTOR**

- 2.1 The Contractor will be supplied with a minimum of 2 sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.
- 2.2 The Contractor shall have on the work site at all times, as the Contractor's agent, a competent English-speaking representative capable of reading and thoroughly understanding the Contract Documents, and thoroughly experienced in the type of work being performed. The representative shall also be capable of receiving instruction from the Village, and shall have full authority to promptly respond to such instruction. He shall be capable of supplying such materials, equipment, tools, labor and incidentals as may be required. The Contractor shall not replace him without prior written notification to the Village.

#### **3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC**

- 3.1 Section 107 of the SSRBC shall govern the Contractor's legal regulations and responsibility to the public, with the following additions:
  - 3.1.1 PROJECT SAFETY. Add the following to Article 107.28:
    - 3.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well being of those engaged in the completion of the Work specified in this Contract.
    - 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as

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outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions and/or regulations of the Occupation Safety and Health Administration (OSHA) and Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.

- 3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
- 3.1.2 **BACKING PRECAUTIONS.** Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.
- 3.1.3 **OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS.** The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.
- 3.1.4 **BARRICADES AND WARNING SIGNS.** The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

#### **4. PROSECUTION AND PROGRESS**

- 4.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:
  - 4.1.1 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.
  - 4.1.2 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings

## Village of Downers Grove

and be prepared to report on the prosecution of the Work according to the progress schedule.

### **5. MEASUREMENT AND PAYMENT**

5.1 Section 109 of the SSRBC shall govern measurement and payment, with the following additions:

- 5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)
- 5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors MUST accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

#### **IV. SPECIAL PROVISIONS**

**The following Special Provisions shall modify, supercede, or supplement the Standard Specifications referred to in Section III - General Provisions.**

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *supplemented* by any of the following paragraphs, the provisions of such section, subsection, paragraph, or subparagraph shall remain in effect. The Special Provisions shall govern in addition to the particular Standard Specification so supplemented, and not in lieu thereof.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *amended, voided, or superceded* by any of the following paragraphs, any provision of such section, subsection, paragraph, or subparagraph standing unaffected, shall remain in effect. The Special Provisions shall govern in lieu of any particular provision of the Standard Specification so amended, voided, or superceded, and not in addition to the portion changed.

**Liquidated Damages:** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss and the OWNER'S ability to provide the public with a safe drinking water supply may be impaired if the Work is not completed within the times specified, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay the OWNER seven hundred dollars (\$700) for each calendar day that expires after the time specified for completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER one hundred twenty-five dollars (\$125) for each calendar day that expires after the time specified for completion and readiness for final payment until the Work is completed and ready for final payment.

**Substantial Completion:** The term Substantial Completion is amended to mean the tank is cleaned, painted, cured, disinfected, and ready for service.

**Final Completion:** The term Final Completion is amended to mean the tank is cleaned, painted, cured, disinfected, and ready for service and all site work, clean-up, disposal, etc. is completed.

**See Detailed Technical Specifications pages DTS-1 to DTS-38**

Village of Downers Grove

**V. BID and CONTRACT FORM (Village)**

**\*\*\*THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award**

**BIDDER:**

Am-Coat Painting Inc  
Company Name

MAY 10, 2012  
Date

17201 S. Pracker Road  
Street Address of Company

tyrakowski@am-coatpainting.com  
E-mail Address

Home 616 IL 60491  
City, State, Zip

Tom Tyrakowski  
Contact Name (Print)

815-485-3731  
Business Phone

815-935-6393  
24-Hour Telephone

815-485-8960  
Business Fax

Thomas Tyrakowski  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Thomas Tyrakowski Vice President  
Print Name & Title

Shawn Spaloni  
Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 110 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove

**V. BID and CONTRACT FORM (Contractor)**

**\*\*\*THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award**

**BIDDER:**

Am-Coat Painting Inc  
Company Name

5-10-12  
Date

17201 S. Parker Rd  
Street Address of Company

Hyrakowski@Am-coatpainting.com  
E-mail Address

Homee Glen IL 60491  
City, State, Zip

Tom Tyrakowski  
Contact Name (Print)

815-485-3731  
Business Phone

815-735-6393  
24-Hour Telephone

815-485-8960  
Business Fax

\_\_\_\_\_  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Thomas Tyrakowski Vice President  
Print Name & Title

Shawn Tyrakowski  
Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within **110** calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.



Village of Downers Grove

**SCHEDULE OF PRICES:**

**Statement of Estimated Quantities and Proposal Prices**

| Item No. | Item Description                                | Est. Qty. | Unit       | Unit Price | Bid Amount    |
|----------|---|-----------|------------|------------|---------------|
| 1        | Base Bid with containment                       | 1         | Lump Sum   | N.A.       | \$ 851,510.00 |
| 2        | Repair Welding <u>If Required</u>               | 50        | man-hour   | \$ 110.00  | \$5,500.00    |
| 3        | Pit Filling <u>If Required</u>                  | 4         | gallon     | \$ 800.00  | \$ 3,200.00   |
| 4        | Interior Chipping & Grinding <u>If Required</u> | 100       | man-hour   | \$ 100.00  | \$ 10,000.00  |
| 5        | Top Platform Drain Holes <u>If Required</u>     | 10        | drain hole | \$ 50.00   | \$ 500.00     |
| 6        | Additional Work <u>If Required</u>              | 60        | man-hour   | \$ 100.00  | \$ 6,000.00   |

**TOTAL AMOUNT BID** \$876,710.00  
 (Items 1 through 6 inclusive)

**TOTAL AMOUNT BID** *Eight Hundred Seventy Six Thousand Seven Hundred*  
 (written in words) *Ten Dollars and no cents*

**Alternate Bid Items**

| Item No. | Item Description   | Est. Qty. | Unit     | Unit Price | Bid Amount   |
|----------|--|-----------|----------|------------|--------------|
| 7        | Replace Condensate Ceiling <u>If Selected</u>                                | 1         | Lump Sum | N.A.       | \$ 19,100.00 |
| 8        | Difference for Applying Alternate Exterior Coating System <u>If Selected</u> | 1         | Lump Sum | N.A.       | \$ 58,400.00 |

**BIDDER'S CERTIFICATION (page 1 of 3)**

With regard to Downers Grove Maple Trail Bidder Am-Coat Painting Inc  
(Name of Project) (Name of Bidder)

hereby certifies the following:

1. Bidder is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Bidder in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Bidder certifies that Bidder and any subcontractors working on the project are aware that filing false payroll records is a Class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

**BIDDER'S CERTIFICATION (page 2 of 3)**

BY: Thomas Tyrakowski  
Bidder's Authorized Agent

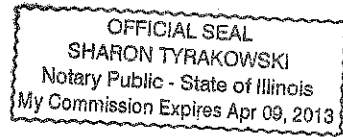
36 - 3245473

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this 10 day of MAY, 2012  
Sharon Tyrakowski  
Notary Public

(Fill Out Applicable Paragraph Below)



**(a) Corporation**

The Bidder is a corporation organized and existing under the laws of the State of ILLINOIS, which operates under the Legal name of Am-Coat Painting Inc, and the full names of its Officers are as follows:

President: SHARON TYRAKOWSKI

Secretary: SHARON TYRAKOWSKI

Treasurer: THOMAS TYRAKOWSKI

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

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

**BIDDER'S CERTIFICATION (page 3 of 3)**

The partnership does business under the legal name of: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_

**(c) Sole Proprietor**

The Bidder is a Sole Proprietor whose full name is: \_\_\_\_\_  
and if operating under a trade name, said trade name is: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_

6. Are you willing to comply with the Village's insurance requirements within 13 days of the award of the contract? \_\_\_\_\_

INSURER'S NAME: Brown & Brown  
AGENT: Larry Jungles  
Street Address: 220 N. Larkin Ave  
City, State, Zip Code: Joliet IL 60435  
Telephone Number: 815-729-4650

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Am-Coat Painting Inc  
Print Name and Title of Authorizing Signature: Thomas Tyrakowski Vice President  
Signature: Thomas Tyrakowski  
Date: 5-10-12

Village of Downers Grove

**MUNICIPAL REFERENCE LIST**

Municipality: Enclosed  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Name of Project: \_\_\_\_\_  
Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Name of Project: \_\_\_\_\_  
Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Name of Project: \_\_\_\_\_  
Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Name of Project: \_\_\_\_\_  
Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Name of Project: \_\_\_\_\_  
Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

**SUBCONTRACTORS LIST**

The Bidder hereby states the following items of work will not be performed by its organization. (List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.)

1) New/m's Welding Type of Work Welding  
Addr: 5360 Hwy 36 West City Moetzuma State IA Zip 47862

2) CORE PRO Type of Work Cathodic  
Addr: P.O. Box 674173 City DALLAS State TX Zip 75267

3) \_\_\_\_\_ Type of Work \_\_\_\_\_  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

4) \_\_\_\_\_ Type of Work \_\_\_\_\_  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

5) \_\_\_\_\_ Type of Work \_\_\_\_\_  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

6) \_\_\_\_\_ Type of Work \_\_\_\_\_  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

7) \_\_\_\_\_ Type of Work \_\_\_\_\_  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

8) \_\_\_\_\_ Type of Work \_\_\_\_\_  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_



**VENDOR W-9 REQUEST FORM**

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: Am-Coat Painting Inc  
ADDRESS: 17201 S. Parker Road  
CITY: Homer Glen  
STATE: IL Illinois  
ZIP: 60491  
PHONE: 815-485-3731 FAX: 815-485-8960  
TAX ID #(TIN): 36-3245473

(If you are supplying a social security number, please give your full name)

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

- |                      |  |
|----------------------|--|
| Individual           | Limited Liability Company - Individual/Sole Proprietor |
| Sole Proprietor      | Limited Liability Company-Partnership                  |
| Partnership          | Limited Liability Company-Corporation                  |
| Medical              | <u>Corporation</u>                                     |
| Charitable/Nonprofit | Government Agency                                      |

SIGNATURE: Thomas J. [Signature] DATE: 5-10-12

**Apprenticeship and Training Certification**

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Bidder: Am-Coat Painting Inc

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The Bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Bidder is a participant and that will be performed with the Bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the Bid.**

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The requirements of this certification and disclosure are a material part of the Contract, and the Contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: Thomas Tyrakowski Vice President

Signature: Thomas Tyrakowski

Date: MAY 10 2012



Village of Downers Grove

**BUY AMERICA CERTIFICATION**

**Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.**

*Instructions:*

*Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.*

*Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).*

**Certificate of Compliance**

The bidder or offeror hereby certifies that it **will** meet the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature Thomas Tyrakowski

Company Name Am-Coat Painting Inc

Title Vice President

Date May 10 2012

**Certificate of Non-Compliance**

The bidder or offeror hereby certifies that it **cannot** comply with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.**

Note: The U.S./Canadian Free Trade Agreement does not supersede the Buy America requirement.

**Suspension or Debarment Certificate**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

Company Name: Am-Coat Painting Inc

Address: 17201 S. PARKER ROAD

City: Homeer Glen ILLINOIS Zip Code: 60491

Telephone: (815) 485-3731 Fax Number: (815) 485-8960

E-mail Address: TYRAKOWSKI@AM-COATPAINTING.COM

Authorized Company Signature: Thomas Tyrakowski

Print Signature Name: THOMAS TYRAKOWSKI Title of Official: Vice President

Date: 5-10-12

**CAMPAIGN DISCLOSURE CERTIFICATE**

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

*Thomas Tyrakowski*  
Signature

Thomas Tyrakowski  
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**BID SUBMITTAL CHECKLIST**

Each Bidder's Bid Package must be submitted with all requisite forms properly completed, and all documentation included. The following list is not all-inclusive, but is designed to facilitate a good, competitive bidding environment.

1.  Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2.  Cover sheet filled-in
3.  Bid Form copies filled-in. All copies must have original signatures and seals on them.
4.  Bid Bond or cashier's check enclosed with bid package.
5.  Schedule of Prices completed. Check your math!
6.  Bidder Certifications signed and sealed.
7.  Letter from Surety ensuring issuance of Performance and Labor Bonds.
8.  Letter from Insurance Agent or Carrier ensuring issuance of required job coverage.
9.  Municipal Reference List completed.
10.  Vendor request form W-9 completed.
11.  Affidavit (IDOT Form BC-57, or similar).
12.  Bid package properly sealed and labeled before delivery. If sending by mail or messenger, enclose in a second outer envelope or container. Project plan sheets do not have to be included with the bid package.

**SUBMITTAL CHECK LIST**

| <u>Sub. No.</u> | <u>Item</u>  | <u>Submit By</u> | <u>Date Received</u> | <u>Date Reviewed</u> | <u>Previous Sub. No.</u> | <u>Status</u> |
|-----------------|--|------------------|----------------------|----------------------|--------------------------|---------------|
| 1.              | Insurance Certificate  | CD               |                      |                      |                          |               |
| 2.              | Proposed Method of Containment w/ P.E. Stamp   | CD + 15 days     |                      |                      |                          |               |
| 3.              | Details of Reinforcing Pads Between Tank and Attachments   | CD + 15 days     |                      |                      |                          |               |
| 4.              | Name of Competent Person   | CD + 15 days     |                      |                      |                          |               |
| 5.              | A letter (on company letterhead) from the Contractor stating/certifying that the Contractor's Competent Person(S) has/have received training in accordance with local, state, and federal regulations      | CD + 15 days     |                      |                      |                          |               |
| 6.              | Documentation of Training for Support Personnel  | CD + 15 days     |                      |                      |                          |               |
| 7.              | Welder(s) Certification (submitted at site)  | prior to welding |                      |                      |                          |               |
| 8.              | Work Safety Program  | CD + 15 days     |                      |                      |                          |               |
| 9.              | Personnel Air Monitoring Program   | CD + 15 days     |                      |                      |                          |               |
| 10.             | Confined Space Entry Procedure   | CD + 15 days     |                      |                      |                          |               |
| 11.             | Traffic Control Plan   | CD + 15 days     |                      |                      |                          |               |
| 12.             | Public Safety Plan   | CD + 15 days     |                      |                      |                          |               |
| 13.             | Bar Chart or Progress Schedule   | CD + 15 days     |                      |                      |                          |               |
| 14.             | Schedule of Values   | CD + 15 days     |                      |                      |                          |               |
| 15.             | Submittal for Times of Work  | CD + 15 days     |                      |                      |                          |               |
| 16.             | Descriptive written plan concerning how abrasive and/or paint damage to automobiles and property will be handled, including a process for quick removal of the abrasive or paint, and who will do the Work | CD + 15 days     |                      |                      |                          |               |
| 17.             | Details of repairs if <b>different</b> from drawings   | CD + 20 days     |                      |                      |                          |               |
| 18.             | Exterior Prime Coat - Supplier, Type, PDS  | CD + 20 days     |                      |                      |                          |               |
| 19.             | Exterior Intermediate Coat - Supplier, Type, PDS   | CD + 20 days     |                      |                      |                          |               |
| 20.             | Exterior Finish Coat - Supplier, Type, PDS   | CD + 20 days     |                      |                      |                          |               |
| 21.             | Exterior Intermediate Color and Finish Color   | CD + 20 days     |                      |                      |                          |               |
| 22.             | Interior Dry Prime Coat - Supplier, Type, PDS  | CD + 20 days     |                      |                      |                          |               |
| 23.             | Interior Dry Finish Coat - Supplier, Type, PDS   | CD + 20 days     |                      |                      |                          |               |
| 24.             | Interior Wet Prime Coat - Supplier, Type, PDS  | CD + 20 days     |                      |                      |                          |               |
| 25.             | Interior Wet Finish Coat - Supplier, Type, PDS   | CD + 20 days     |                      |                      |                          |               |
| 26.             | Concrete First Coat - Supplier, Type, PDS  | CD + 20 days     |                      |                      |                          |               |
| 27.             | Concrete Second Coat - Supplier, Type, PDS   | CD + 20 days     |                      |                      |                          |               |
| 28.             | Inaccessible Area Prime Coat - Supplier, Type, PDS   | CD + 20 days     |                      |                      |                          |               |
| 29.             | Seam Sealer - Supplier, Type, PDS  | CD + 20 days     |                      |                      |                          |               |
| 30.             | Flexible Sealant - Supplier, Type, PDS   | CD + 20 days     |                      |                      |                          |               |
| 31.             | Solventless, Underwater-Curing Epoxy - Supplier, Type, PDS   | CD + 20 days     |                      |                      |                          |               |
| 32.             | Thinners - Supplier, Type, MSDS  | CD + 20 days     |                      |                      |                          |               |
| 33.             | Disinfectant - Supplier, Type, MSDS  | CD + 20 days     |                      |                      |                          |               |
| 34.             | Abrasives - Supplier, Type, MSDS, and Size   | CD + 20 days     |                      |                      |                          |               |
| 35.             | Abrasives - letter from coating manufacturer's HQ stating the Resulting Abrasive Profile is acceptable   | CD + 20 days     |                      |                      |                          |               |
| 36.             | Concrete Repair Material - Supplier, Type, MSDS  | CD + 20 days     |                      |                      |                          |               |
| 37.             | Grout - Supplier, Type, MSDS   | CD + 20 days     |                      |                      |                          |               |
| 38.             | Waste Hauler Spill Contingency Plan  | CD + 20 days     |                      |                      |                          |               |
| 39.             | Plan for Forced Ventilation for Interior Wet Coating Cure  | CD + 20 days     |                      |                      |                          |               |

Status Abbreviations \*\* NEN = No Exceptions Noted, MCN = Make Corrections Noted, R&R = Revise & Resubmit, REJ = Rejected, See Comments, NAR = No Action Required by Engineer or Owner  
 CD = Contract Date --- All Submittals Shall be Received Prior to Contractor Starting Work

**6. Electrical**

|   |  |  |
|---|--|--|
| Adequate Lighting                             |  |  |
| Grounded/GFCI protected                       |  |  |
| Cords, plugs & receptacles in good condition. |  |  |

**12. Confined Space Entry:**

|                                     |  |  |
|-------------------------------------|--|--|
| Gas testing conducted.              |  |  |
| Permit Required confined space?     |  |  |
| Non permit required confined space? |  |  |

Number of Men in Crew: \_\_\_\_\_

Names of Crew Members:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Work Day Safety Comments:

Any safety accidents/incidents during the work day ?

Were the accidents/incidents reported to the appropriate parties ?



# DETAILED TECHNICAL SPECIFICATIONS

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## Repairing and Repainting the Interior Wet, Interior Dry, and Exterior of One 1,500,000 Gallon Steel Fluted Pedestal Elevated Tank "Maple Tank" Downers Grove, Illinois

### A. Description of Tank

The 1,500,000 gallon steel elevated tank is located off of Maple Avenue in Downers Grove, Illinois. The tank is approximately 77 ft 6 in. to bottom capacity level. The elevated tank is a fluted pedestal tank of welded steel construction. The tank was erected by CBI Na-Con, Inc. in 1988 under contract number C70698.

### B. Summary of Scope of Work

Bids will be solicited for the complete cleaning and repainting of the tank on the interior wet surfaces, the complete cleaning and repainting of the interior dry surfaces, and the complete cleaning and repainting of the exterior surfaces with containment. Additional Work items include: repair of concrete and grout; installation of new insulation for the inlet/outlet pipe, cathodic protection system, slip-resistant covers for vault rungs, cages and globes for light fixtures, pedestal vent screens, access tube screen, screen for condensate drain pipe, and overflow pipe elbow and flap gate; modification of roof manholes, access tube ladder, top platform access, and top platform toe bars; including other miscellaneous repairs and incidental items such as coordination with the OWNER, first anniversary evaluation, disposal of debris, site restoration, etc. The above description shall serve as general information only and shall not be construed to limit the contractor's responsibility or obligation to comply with the Contract Documents and Detailed Technical Specifications. The Bidder is referred to the following Detailed Technical Specifications for the complete scope of Work.

### C. Definition of Parties

The term OWNER in this specification shall mean the Village of Downers Grove, 5101 Walnut Avenue, Downers Grove, Illinois 60515-4074.

The term PROJECT REPRESENTATIVE in this specification shall mean Mr. Stanley Balicki, Village of Downers Grove, 5101 Walnut Avenue, Downers Grove, Illinois 60515-4074, telephone 630/434-5474, FAX 630/434-5495.

The term ENGINEER in this specification shall mean Tank Industry Consultants - Headquarters: 7740 West New York Street, Indianapolis, Indiana 46214-2988, telephone 317/271-3100, FAX 317/271-3300.

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The term FIELD OBSERVER in this specification shall mean Tank Industry Consultants - Headquarters: 7740 West New York Street, Indianapolis, Indiana 46214-2988, telephone 317/271-3100, FAX 317/271-3300; or another designated representative of the OWNER.

The term CONTRACTOR'S COMPETENT PERSON(S) in this specification shall mean a representative of the CONTRACTOR who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. The name(s) of the CONTRACTOR'S COMPETENT PERSON(S) shall be submitted for review prior to performing any Work.

**D. Evaluation Report and Site Inspection by Bidder**

A Summarized Tank Information Sheet shall be made available to all Bidders. An evaluation report of the 1,500,000 gallon steel elevated tank dated January 10, 2012, complete with color photographs, may be reviewed at the office of the PROJECT REPRESENTATIVE; or at the office of the ENGINEER, by appointment. Interpretation of this data is the responsibility of the Bidder. Although reasonable care was used in making and reporting this evaluation and the Summarized Tank Information Sheet, conditions may be encountered which vary from those as reported therein. **Submitting a Bid on the forms bound with the Contract Documents shall acknowledge that the tank and site have been inspected by the Bidder and the evaluation report has been reviewed by the Bidder or that the right to do so has been waived.** Persons desiring to access the tank must provide evidence of insurance coverage to the OWNER as outlined in the Contract Documents.

**E. Additional Insured**

The CONTRACTOR shall list 1) Village of Downers Grove; 2) Tank Industry Consultants; and each of their officers, agents, and employees as additional insured on all insurance policies (except worker's compensation and employers' liability) and coverage which are required by the OWNER as specified in the Contract Documents.

**F. General Specifications for Repairing and Repainting the Tank**

1. Submittals: Four sets of Submittals shall be submitted to the ENGINEER for review at least two weeks prior to performing any Work. Submittals shall at a minimum include the items listed on the Submittal Check List included with these Specifications. A separate cover sheet such as the form bound in these Specifications, including the Item Number from the Submittal Check List, the Specification Section of reference for each submittal, and a brief description of each submittal included, shall be provided by the CONTRACTOR for each separate item submitted. Review of these submittals shall not relieve the CONTRACTOR from responsibility for compliance with the specifications or for the adequacy of the repair,



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cleaning, and/or painting methods. The CONTRACTOR shall incorporate the submittal review process time and make the necessary scheduling adjustments so that completion of the Work within the Contract Time is not affected.

2. Repair Standards: All design and repairs shall be in accordance with the local building code. All design and welding shall be done in accordance with AWWA D100-11 Standard for Welded Steel Tanks for Water Storage. Where tolerances, stresses, details, and modifications are not limited or provided by the AWWA Standard, the applicable sections of the following American Petroleum Institute (API) Standards shall apply. Unless otherwise specified, all steel structural and bar components shall be fabricated from new ASTM A-36 material, all steel plate components shall be fabricated from new ASTM A-36 material, and all steel pipe shall be fabricated from new ASTM A-53 material.
  - a. API Standard 650, 11th Edition (Addendum 2 – May 2010) – “Welded Steel Tanks for Oil Storage”
  - b. API Standard 653, 4th Edition (Addendum 2 – January 2012) – “Tank Inspection, Repair, Alteration, and Reconstruction”
  
3. Painting Standards: All Work shall be done in accordance with the following requirements. The SSPC-Vis 1-02, the SSPC-Vis 3-93, and the SSPC-Vis 4-01 shall also be used taking into account staining from prior paint applications. The SSPC Standards SSPC-SP 6, Commercial Blast Cleaning and SSPC-SP 10, Near-White Blast Cleaning shall be modified to apply to each square inch instead of the approximately 9 square inch area indicated in paragraph 2.6 of each of these standards and shall be referred to hereinafter as SSPC-SP 6, Commercial Blast Cleaning (modified) and SSPC-SP 10, Near-White Blast Cleaning (modified). Where the foregoing standards, recommendations, and specifications are conflicting, said conflicts shall be brought to the attention of the ENGINEER. Manufacturer's published product data shall be adhered to unless changed in writing by the home office of the manufacturer.
  - a. SSPC: The Society for Protective Coatings (SSPC)
    - (1) Steel Structures Painting Manual (Volume 1, 3rd Edition - 1993 and Volume 2, 8th Edition - 2000, including Commentary Sections and Appendices).
    - (2) SSPC-AB 1 “Mineral and Slag Abrasives”
    - (3) SSPC-AB 2 “Specification for Cleanliness of Recycled Ferrous Metallic Abrasives”
    - (4) SSPC-AB 3 “Newly Manufactured or Re-Manufactured Steel Abrasives”
    - (5) SSPC-VIS 1-02 "Visual Standard for Abrasive Blast Cleaned Steel"
    - (6) SSPC-VIS 3-93 "Visual Standard for Power- and Hand-Tool Cleaned Steel"

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- (7) SSPC-VIS 4-01 "Guide and Reference Photographs for Steel Surfaces Prepared by Waterjetting"
  - (8) SSPC-VIS 5-01 "Guide and Reference Photographs for Steel Surfaces Prepared by Wet Abrasive Blast Cleaning"
  - (9) SSPC-Guide 6 (CON) "Guide for Containing Debris Generated During Paint Removal Operations"
  - (10) SSPC-PA 2 "Measurement of Dry Paint Thickness with Magnetic Gages"
  - (11) SSPC-PA Guide 3 "A Guide to Safety in Paint Application"
  - (12) SSPC-SP 12, Surface Preparation and Cleaning of Steel and Other Hard Materials by High- and Ultrahigh-Pressure Water Jetting Prior to Recoating
  - (13) SSPC-SP 13, Surface Preparation of Concrete
  - (14) SSPC-SP 14, Industrial Blast Cleaning
  - (15) SSPC-SP 15, Commercial Grade Power Tool Cleaning
- b. American Water Works Association Standards
- (1) AWWA D100-11, Standard for Welded Steel Tanks for Water Storage
  - (2) AWWA D102-11, Standard for Coating Steel Water-Storage Tanks
  - (3) AWWA C652-11, Disinfection of Water-Storage Facilities
- c. NSF International (NSF)
- (1) ANSI/NSF Standard 61 "Drinking Water System Components - Health Effects"
- d. the paint manufacturer's published product data
- e. these Detailed Technical Specifications
4. Welder's Certification: All welders and welding operators shall be certified in accordance with ASME, Section IX or AWS D1.1-96 (tests as described in AWS B2.1) to the procedures and processes required to accomplish the Work. Welder's certification papers shall be furnished to the FIELD OBSERVER for review prior to the commencement of welding on the tank.
  5. Verification of Dimensions: CONTRACTOR shall verify all dimensions prior to fabrication or ordering any materials or parts needed for this Project. No additional compensation will

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be made to the CONTRACTOR for items that have to be modified, cut, or replaced because of inadequate dimensions used in ordering or fabricating items.

6. Subcontracting: Subcontracting of the cleaning and/or painting shall not be allowed. If a SUBCONTRACTOR is used for other Work, the name and address of the proposed SUBCONTRACTOR shall be stated in the **Bid Form**.
7. Schedule Submittal: Within two weeks after receipt of the Notice to Proceed and prior to starting the Work, the CONTRACTOR shall submit a bar chart or progress schedule indicating the anticipated schedule of the following functions:
  - a. move onto site and rig tank, including containment
  - b. repair Work (concrete and steel)
  - c. cleaning and priming interior wet surfaces
  - d. finish painting interior wet surfaces
  - e. cleaning and priming interior dry surfaces
  - f. finish painting interior dry surfaces
  - g. cleaning and priming exterior surfaces
  - h. intermediate painting exterior surfaces
  - i. finish painting exterior surfaces
  - j. tank disinfection
  - k. site clean-up.

Also indicated on the bar chart or progress schedule shall be the anticipated progress payment schedule of values. The bar chart and payment request schedule shall be updated monthly and submitted with the payment request. **No separate payment shall be made for bonds, insurance, design, drawings, mobilization, containment of the cleaning and/or painting debris, or paint materials not incorporated into the Work.**

8. Notification: The CONTRACTOR shall notify the OWNER and the ENGINEER at least seven (7) days before starting the Work at the site. The CONTRACTOR shall reconfirm the commencement of Work with the OWNER and ENGINEER twenty-four (24) hours prior to starting Work at the site.
9. Work Schedule: The repairing, cleaning and painting of the tank shall be accomplished in such a way as to minimize the length of time the tank is out of service and to minimize the number of days required for observing the repairing, cleaning and painting operations. **The CONTRACTOR'S attention is directed to the OWNER'S requirements concerning Contract Time and Liquidated Damages.**
10. Times for Work: No repairing, cleaning or painting is to be done in the night period between sunset and sunrise. The times for Work shall also comply with local, state, and federal regulations and laws regarding days of week, noise, and interference with activities of surrounding property owners. The following exceptions may apply:

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- a. Repair Work: Should tank interior temperatures be excessive for personnel welfare during daylight hours or should other job conditions make nighttime Work beneficial to the CONTRACTOR and OWNER, written permission may be granted by the ENGINEER and OWNER to conduct repair Work at night. This permission shall only be granted if the CONTRACTOR provides the proper lighting and safety equipment and informs the neighboring occupants and property owners.
  - b. Cleaning and Painting Work: Should tank interior temperatures be excessive for paint application or personnel welfare during daylight hours or should other job conditions make nighttime Work beneficial to the CONTRACTOR and OWNER, written permission may be granted by the ENGINEER and OWNER to conduct Work at night. This permission shall only be granted if the necessary steel temperature, air temperature, humidity and dew point conditions are present and recorded during the application and initial drying or curing of the coatings. Also, the CONTRACTOR must provide the proper lighting and safety equipment and informs the neighboring occupants and property owners.
11. Tank Empty for Painting: The tank shall be drained during all surface preparation, application, and curing of the coating.
  12. Operation of Valves and Equipment: All operations which would include closing valves, switching, starting, stopping, or removal from service of any equipment shall be done by the OWNER'S personnel. If the CONTRACTOR desires the OWNER to close valves, operate switches, start, stop, or remove any equipment from service, the CONTRACTOR shall submit a written request to the OWNER, and if the OWNER determines that such action will not adversely affect the operations of the OWNER to provide water, then the OWNER may close valves, operate switches, start, stop, or remove the equipment from service. Such requests shall be directed to the PROJECT REPRESENTATIVE so interruptions, if any, of the OWNER'S operations or systems will be no longer than necessary. The CONTRACTOR shall have a full complement of personnel working on a daily basis until the Work causing the interruption is completed. All Work performed under this Agreement shall be performed in close cooperation with the OWNER.
  13. Site Security: When not working on the tank or site (such as during the evening, weekends, holidays, or rain days), the CONTRACTOR shall secure all openings in the tank (greater than 8 in.) and access or rigging devices. Openings in the tank needed during ventilation of the tank shall be secured with bars, grating, or other means to allow sufficient air flow through the opening. The CONTRACTOR shall lock the site fence to prevent unauthorized personnel from gaining access to the site, the interior of the tank, and the CONTRACTOR'S equipment and supplies. The CONTRACTOR shall be solely responsible for the security of the site, tank, equipment, and supplies during both working and non-working hours.
  14. Public Safety: CONTRACTOR shall protect the public from harm caused by the CONTRACTOR'S actions and performance of the work. Prior to start of work or mobilization on site, the CONTRACTOR shall submit a site-specific Public Safety Plan

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based on the CONTRACTOR'S selected work methods. The Public Safety Plan shall include necessary plans and procedures to protect the general public from harm. The Plan should include such items, but not be limited to, requirements for safety exclusion zones, warning sign type and placements, protective barriers, safety and warning devices, devices for daylight and nighttime protection, and all devices required by state and local requirements. CONTRACTOR shall include a site plan summarizing the requirements of the Public Safety Plan for the specific work on the tank. CONTRACTOR'S Plan shall include the name of the Competent Person responsible for enforcing the Public Safety Plan.

15. Traffic Control Plan: The CONTRACTOR shall permit traffic to pass around the Project site with the least possible inconvenience or delay. The CONTRACTOR shall maintain existing roads and streets within the Project limits, keeping them open, and in good, clean, and safe condition at all times. If any traffic lane closures are necessary, the CONTRACTOR shall provide all flaggers, signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the CONTRACTOR'S operations that may occur on highways, roads, and streets. The CONTRACTOR shall submit a traffic control plan. If no disruption of traffic is anticipated, then the CONTRACTOR shall submit a statement indicating this.
16. Water Supply: Water for the purpose of this contract, other than filling the tank upon completion, must be obtained by the CONTRACTOR through direct local arrangements with the OWNER. The CONTRACTOR shall furnish and install all necessary temporary piping and valves in connection with such water supply. Water shall be furnished from the OWNER at no cost to the CONTRACTOR as long as the amount of water used remains within reason. All connections to the public water system shall contain a back-flow prevention device approved by the OWNER. One tank of water for the disinfection shall be furnished by the OWNER at no charge to the CONTRACTOR. Additional water for disinfection shall be furnished at current municipal water rates charged by the OWNER and shall be paid for by the CONTRACTOR.
17. Electrical Supply: The CONTRACTOR shall pay all fees, obtain necessary permits, and have meters installed for power and lights as may be required for the prosecution of this Work. The CONTRACTOR shall furnish and install all necessary temporary service drops, wiring, connections, etc. necessary for temporary service required by the CONTRACTOR. All costs associated with any temporary electric service required by the CONTRACTOR shall be included in the Base Bid.
18. OWNER Performed Repairs: The CONTRACTOR shall cooperate with the OWNER who may be conducting other operations on or near the tank. The CONTRACTOR shall clean and paint all areas added or disturbed by the OWNER on the tank and attached accessories.
19. Furnishing and Installation of Items: Any reference in these specifications to furnishing an item or installing an item shall mean the item shall be both furnished and installed by the CONTRACTOR, unless specifically stated otherwise. Replacement shall mean the removal

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and legal disposal of the existing items, and furnishing and installation of the new items specified.

20. Contractor Supervision: The CONTRACTOR shall provide a competent superintendent, satisfactory to the OWNER, for the Work at all times during working hours with full authority to act for him/her. The on-site superintendent shall not be replaced without prior written notification and written approval of the ENGINEER. The CONTRACTOR shall also provide an adequate staff for the proper coordination and expedition of his/her Work. Should, in the opinion of the OWNER, any language barrier exist between the on-site superintendent and the OWNER or FIELD OBSERVER, the CONTRACTOR shall employ a qualified full-time interpreter or provide a new on-site superintendent at no additional cost to the OWNER. The on-site superintendent shall be bi-lingual if any workers are not proficient in English.
21. Observation: The OWNER plans to engage Tank Industry Consultants or another designated representative of the OWNER, to perform full-time observation of the repair Work, cleaning, and painting. However, the OWNER reserves the right to engage only intermittent observation services. The CONTRACTOR shall notify and make available to the FIELD OBSERVER for observation of the fit-up of any new and/or replacement parts prior to welding and following post-weld cleanup. The CONTRACTOR shall notify and make available to the FIELD OBSERVER for observation all surfaces to be coated. The dry film thickness (DFT) of each coat shall be measured in accordance with SSPC Paint Application Specification No. 2 (SSPC-PA 2-97). However, if it is determined to be in the best interest of the OWNER, the FIELD OBSERVER may make DFT measurements in excess of the amounts stated in SSPC-PA 2.
22. Destructive Testing of Coatings: If disputes arise concerning the quality of the applied coatings, adhesion tests, Tooke Gage analysis, or some other form of destructive testing may be used to resolve the dispute. If it is found that such Work is defective, CONTRACTOR shall pay 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 uncovering, exposure, observation, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, testing, replacement, and reconstruction.
23. Accessibility for Observation: All Work shall be made accessible to the FIELD OBSERVER using the CONTRACTOR'S rigging and equipment. If assistance is required for the FIELD OBSERVER to safely access the Work, the CONTRACTOR shall furnish labor to assist the FIELD OBSERVER. The cost of this labor shall be included in the base contract amount.

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24. First Anniversary Inspection: A First Anniversary Inspection shall be performed. The CONTRACTOR'S Performance Bond or a separate Maintenance Bond shall be in force until after any remedial work is performed. The First Anniversary Inspection as described in Section 5.2 of AWWA D102-11 shall apply. The CONTRACTOR shall perform the following duties at the First Anniversary Inspection:
- a. The CONTRACTOR shall perform the inspection, and shall furnish an experienced foreman, laborer, and rigging for the inspection.
  - b. Washout: The CONTRACTOR shall washout the interior of the container for the one year evaluation the day prior to the evaluation. All debris from the interior of the container shall be legally disposed of by the CONTRACTOR at no additional cost to the OWNER.
  - c. The CONTRACTOR shall be prepared to perform minor touch-up operations.
  - d. The CONTRACTOR shall have at least one gallon of each of the exterior and interior dry primers, intermediate coating, and finish coatings at the time of the inspection along with power cleaning tools and "Scotch-Brite" abrasive disks for spot cleaning.
  - e. The CONTRACTOR shall also have at least one new, unopened, quart kit of AquataPoxy A-61 Paint (manufactured by Raven Lining Systems, Tulsa, Oklahoma, telephone 800/324-2810) to touch up the interior surfaces. The FIELD OBSERVER shall determine if the coating failures are extensive enough to require the use of the specified epoxy coatings to touch up the interior surfaces.
  - f. Repairs: Spot repairs shall be made by the CONTRACTOR before returning the tank to service. Repairs requiring extensive Work and rigging may be delayed until a time mutually agreeable to the OWNER and CONTRACTOR.
  - g. Disinfection: It is the CONTRACTOR'S responsibility to disinfect the tank in accordance with AWWA C652-11 until two consecutive satisfactory water samples are reported from the OWNER'S selected laboratory.
  - h. Costs: All costs associated with the First Anniversary Inspection, including the wash-out and disinfection, shall be included in the Base Bid price. The performance of this inspection and/or any remedial work shall not relieve the CONTRACTOR of any responsibility for defects in materials or workmanship that may or may not be evident during the anniversary inspection.
  - i. Date of Inspection: Failure of OWNER to establish a First Anniversary Inspection date will not relieve the CONTRACTOR of the responsibility to repair the interior wet, interior dry, and exterior coating system.

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25. Welding Repairs: All welding to the interior or exterior of the tank is to be made prior to all painting operations. Any resulting burrs, weld spatter, sharp edges, corners, or rough welds which would cause difficulty in applying a holiday-free coating shall be ground smooth. This grinding is considered incidental to the welding work and is to be included in the Base Bid. After grinding, these areas shall be cleaned to produce the profile recommended by the manufacturer of the coating system. (See Welding and Cutting Precautions paragraph in the GENERAL HEALTH, SAFETY, AND ENVIRONMENTAL REQUIREMENTS Section of these specifications for more requirements on welding.)
26. Cleaning Areas of Welding and/or Grinding: It shall be necessary to remove the coating prior to the welding of the new items to the tank. All areas that have been welded and/or ground smooth shall be cleaned prior to painting to provide proper profile for the coating system. Areas to be welded shall be welded prior to the final cleaning and painting of surfaces within the heat-affected zone. The heat-affected zone includes the opposite side of the plate or member being welded. Even if not specifically mentioned as a part of the Work under this Agreement, those areas of paint or coatings in the heat-affected zone of areas not specified to be painted shall be cleaned and painted in accordance with the requirements listed in these Detailed Technical Specifications.
27. Quality of Paint Application: All cleaning and painting shall be done in a workmanlike manner. **Curing times and ventilation requirements of the paint manufacturer shall be strictly adhered to by the CONTRACTOR.** In addition to the minimum and maximum dry film requirements, all sags, runs, dry spray, pinholes, craters, roller nap, or other irregularities shall be removed and repaired. CONTRACTOR shall perform all necessary inspections and quality control required by the coating manufacturer and obtain certification from the coating manufacturer for honoring coating manufacturer warranties.
28. Protection of Cabinets: Before cleaning on any portion of the tank, all cabinets on the site and in the pedestal shall be covered to prevent the entry of blasting abrasive, dust or paint and so they can continue to function as required. Any cabinets which cannot be covered will be designated by the OWNER. Any blasting, cleaning, or paint debris inside these cabinets shall be removed by the CONTRACTOR prior to completion of the Work.
29. Protecting Equipment: The lights, electric meter, other electrical apparatus, telemetering, and other equipment in the pedestal, on the tank, and on the site, including all wiring, shall be protected from all damage and dust or other deleterious material infiltration during the operations of the CONTRACTOR. The operation of the equipment shall be continued during the repair, cleaning, and painting operations. Any items damaged by the operations of the CONTRACTOR shall be replaced in kind or acceptably repaired by the CONTRACTOR at no cost to the OWNER.
30. Coordination of Temporary Removal and Protecting Antenna Equipment: The antennas on the roof of the tank and the cables extending up the tank and across the roof shall be temporarily removed by the antenna owner. CONTRACTOR shall coordinate with the antenna owner regarding their temporary removal and reinstallation of the antennas and



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cables. The remaining enclosure, brackets, and accessories shall be protected by the CONTRACTOR. Any items damaged by the operations of the CONTRACTOR shall be replaced in kind or acceptably repaired by the CONTRACTOR at no cost to the OWNER. The CONTRACTOR is advised that the cables for the antennas are very expensive to replace and any damage to the cables shall require their replacement. The galvanized antenna brackets shall not be painted under this Contract. Any damage to the galvanized brackets while cleaning the adjacent areas of the steel tank shall be spot cleaned and painted in accordance with the Specifications for Cleaning and Painting the Exterior Surfaces Section of these specifications. The carbon steel antenna brackets shall be cleaned and painted in accordance with these specifications.

31. Fire Watch: All equipment and wiring shall be protected from sparks, fire, weld spatter or other potential heat and/or ignition sources. CONTRACTOR shall have a trained employee equipped with proper fire suppression equipment stationed on the ground at all times that personnel are cutting, welding, or grinding on the tank or structure.
32. Painting Environment: All temperature and humidity requirements of the paint manufacturer's published product data shall be followed. In addition, no painting shall be done when: 1) the relative humidity is greater than 85%; or 2) the temperature of the steel is or is expected to be less than 5°F above the dew point temperature during the application and until the coating has cured to resist moisture in accordance with the manufacturer's published product data; or 3) the ambient or steel temperature is below 35°F or is expected to drop below 35°F during the initial cure of the coating. The CONTRACTOR shall have wet bulb-dry bulb measuring equipment and steel temperature measuring equipment on the job at all times. Readings shall be recorded at the beginning and end of each painting session and at no less than 2-hour intervals. Wind velocities during exterior painting shall be compatible for the quality application of the exterior coatings.
33. Minimum Temperature of Coatings to be Mixed: Prior to mixing, each component shall be a minimum of 75° F. The mixed coatings shall also be maintained at a minimum of 65° F during application. All costs associated with keeping the coating material at the minimum specified temperature shall be included in the Base Bid.
34. Mixing of Coatings: Each component shall be thoroughly mixed on-site with a power agitator to ensure no solids or settled material remains on the bottom of the container before combining the components together. Accurate measuring apparatus shall be used to carefully measure each component by volume into a clean container in accordance with the manufacturer's published product data. The container shall be large enough to hold all components to be mixed, including thinner. The combined material shall be thoroughly mixed with a power agitator to achieve a uniform consistency. Adherence to proper induction times for the combined coating material in accordance with the manufacturer's published product data shall be accomplished by the CONTRACTOR. No coating shall be applied until the minimum induction time has been reached. Zinc coatings shall be constantly power agitated during mixing and application to prevent the zinc dust or other heavy pigments from settling.

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35. Application and Damages: The materials shall be applied in accordance with the manufacturer's published product data and such that the end results are in compliance with these specifications (including all others inferred by reference). However, the CONTRACTOR is advised to consult the manufacturer's published product data concerning the length of hose and difference in elevation of the pump and spray gun when applying a zinc coating. Application equipment (including air and airless sprayers, rollers and brushes) shall be good quality, in good condition and shall be as recommended by the coating manufacturer. Techniques shall be used which will not allow coating droplets, etc. to travel more than 20 ft from the base of the tank. **Spray painting of exterior surfaces shall be utilized only with the containment fully raised and the roof covered, and only when the wind velocity and direction, and temperature and humidity are such that paint damage will not occur to real estate or personal property. Brush or roller painting of the exterior surfaces shall be done only with the containment fully raised (with or without the roof covered) and shall be performed only when the wind velocity and direction, and temperature and humidity are such that paint damage will not occur to real estate or personal property.** Prior to the cleaning or coating of any surface, the CONTRACTOR shall present a written plan for review by the ENGINEER and PROJECT REPRESENTATIVE concerning how abrasive and/or paint damage to automobiles and property will be handled, including a process for quick removal of the abrasive or paint, and who will do the Work. This review in no way shall relieve the CONTRACTOR from the responsibility of settling claims for damage, but is intended as an avenue to expedite and minimize said claims.
36. Approval of Coatings: All coatings shall be acceptable to the US EPA, IL EPA, and/or the controlling local health and environmental regulatory agencies. All interior coating materials, solvents, and other additives shall comply with the ANSI/NSF Standard 61 "Drinking Water System Components - Health Effects." If the manufacturer's product data sheets indicate that the interior coating materials comply with ANSI/NSF Standard 61, then a separate letter from the manufacturer is not required. All coatings to be used shall be listed as to manufacturer and number or description on the Listing of Suppliers, which shall be included with the Bid. The interior wet, interior dry, and exterior coatings shall be furnished by the same manufacturer unless specifically stated otherwise in these Detailed Technical Specifications. Only thinners recommended and furnished by the paint manufacturer shall be used. The specified coatings are intended to be standards of quality. Alternate coatings, materials, and manufacturers will only be considered after award of the Contract. If alternate coatings are submitted for review, the submittal shall include the following information:
- a. A complete description of the proposed substitute,
  - b. The material for which it is to be substituted,
  - c. A letter from the coating manufacturer certifying that the coating meets or exceeds the coatings specified,
  - d. Price,

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- e. Performance and test data from the laboratory and field (including QUV/UVB testing for the exterior finish coat),
  - f. Coverage,
  - g. Life,
  - h. Manufacturer's field support capabilities.
37. Coating Materials and Thinners: All coatings and thinners shall be new and furnished for this job. They shall be delivered from the coating manufacturer to the job site in the original factory sealed containers which are clearly and properly labeled by the coating manufacturer showing the manufacturer's name, product number, type of coating, batch number, and expiration date. The materials shall be stored, handled, and used in accordance with all manufacturer's published product data, including all requirements listed on the Material Safety Data Sheets (MSDS). Provide adequate storage facilities. Store coating materials within minimum and maximum ambient temperatures in accordance with the manufacturer's recommendations. Temperature of the coating prior to and during mixing shall be within the range stated in the manufacturer's published product data. The amounts delivered shall provide the proper coverage rates, taking into account normal application loss.
38. Coating Thickness: The thickness of each type coating is essential to the system's integrity. The addition of mils in a succeeding coat of a different generic type or formulation to make up for thin preceding coat(s) shall not be allowed. If a thicker finish coat is needed to hide the underlying darker color on the exterior of the tank, a thicker coat may be applied, but it shall not exceed the maximum allowable thickness recommended by the coating manufacturer. When undercoats or other conditions show through the final coat, additional coats shall be applied until the coating film is of uniform finish, color, and appearance. Under no circumstances shall the dry film thickness of an individual coat or of the total coating system exceed the coating manufacturer's maximum allowable thickness limit. Dry mil thickness greater than the coating manufacturer's maximum allowable thickness shall be considered unacceptable and shall be removed by the CONTRACTOR at no additional cost to the OWNER.
39. Lead and Other Heavy Metal Restrictions in Coatings: Coatings which contain more than 0.06% by weight of lead (or any lead compounds), cadmium, or chromium in the cured coating for each coat applied shall not be used. The CONTRACTOR shall submit documentation from the coating manufacturer stating that their coatings are in compliance with this requirement in addition to other requirements of these specifications.
40. Surface Conditions: The surfaces to be painted shall be free from mud, oil, grease, dust, moisture, salts, and other foreign material which would cause adhesion or other problems in the finished product. The manufacturer's published product data concerning the time between coats and the preparation of the previously painted surfaces shall be followed. If field tests by the FIELD OBSERVER find questionable amounts of contamination on the steel surfaces or painted surfaces to be topcoated, a representative of the home office of the paint manufacturer may be called to examine the surfaces in question and determine if the

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surfaces are in accordance with these Detailed Technical Specifications and the manufacturer's published product data.

41. Schedule of Coating Application: The primer shall not be applied closer than 6 in. to the edge of an uncleaned surface. If the recoat cycle of the primer prevents completely cleaning and priming the tank before applying the intermediate coat, then the CONTRACTOR shall submit, in writing, a schedule for coating application which will avoid damage to the intermediate and finish coats when applied close to uncleaned surfaces.
42. Restoration: The CONTRACTOR shall restore and/or replace paving, curbing, sidewalks, gutters, shrubbery, fences, sod, or other disturbed surfaces and structures to a condition equal to that before the Work began and to the satisfaction of the ENGINEER and shall furnish all labor and materials incidental thereto.
43. Closeout Procedures: Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for ENGINEER'S observation. Provide submittals to ENGINEER that are required by governing or other authorities. The CONTRACTOR shall submit all documentation to OWNER and ENGINEER necessary for proper completion of the Project. This documentation shall include, but not be limited to, all manifests, abrasive testing results, soil testing results, etc. Submit Application for Final Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

**G. General Health, Safety, and Environmental Requirements**

1. Compliance with Requirements: The CONTRACTOR shall comply with all applicable requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596) and will hold the OWNER and ENGINEER harmless from any civil or criminal penalties imposed as a result of the CONTRACTOR'S noncompliance with such requirements. No additional compensations for changes in the laws, regulations, or the interpretation thereof shall be granted by the OWNER. The CONTRACTOR shall be responsible for complying with all laws and regulations, even if not specifically listed in these Specifications.
2. Emergency Information: The CONTRACTOR shall construct a plywood sign covered with a weatherproof, clear plastic cover and supported by wood posts. The CONTRACTOR shall post information on the plywood sign concerning emergency medical, fire, rescue and hazardous waste phone numbers from which personnel on the site can obtain information if needed. The CONTRACTOR shall also list the name and number of a representative of the CONTRACTOR who can be reached 24 hours a day in case of an emergency. The emergency information shall be in a central position, located so it is visible and accessible 24 hours a day. The emergency information shall be posted the entire length of time that the CONTRACTOR is performing Work at the tank site.

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3. Confined Space Entry: The CONTRACTOR shall comply with and have documented Confined Entry Space Procedures available at the tank site at all times as required by OSHA 29 CFR 1910.146. The CONTRACTOR shall also comply with any state and/or local requirements which are more restrictive than the federal requirements.
4. Material Safety Data Sheets: Material Safety Data Sheets (MSDS) shall be posted at the job site for each chemical product on the job site, including but not limited to coatings, thinners, other solvents, disinfecting agents, abrasives, welding materials, and flexible sealant material.
5. Safety and Health: The CONTRACTOR shall comply with safe working practices for abrasive blasting, cleaning, burning, welding, and handling lead-based and nonlead-based coated steel, and all health and safety regulations and requirements of Federal OSHA (specifically OSHA Standard for Construction Industry, 29 CFR 1926.62, "Lead Exposure in Construction; Interim Final Rule," regarding occupational exposure to lead), state and local health regulatory agencies, Material Safety Data Sheets (MSDS), SSPC-PA Guide 3, and the paint and abrasive manufacturers. This compliance shall be accomplished without supervision from the OWNER, ENGINEER, FIELD OBSERVER, or other direct or indirect agents of the OWNER. Should vents, holes, rigging attachments, or any other modification, cutting, or welding be required to meet safety standards or otherwise accomplish the Work, they may be accomplished at the expense of the CONTRACTOR upon submitting of details in writing to, and with subsequent permission by the ENGINEER. **Any fines or damages imposed on the OWNER, ENGINEER, or FIELD OBSERVER by any regulatory agency or court as a result of the CONTRACTOR'S noncompliance with safety and health regulations or any other applicable standard shall be paid or reimbursed by the CONTRACTOR.**
6. Rigging Attachments: All rigging attachments present on the tank shall be carefully evaluated by the CONTRACTOR immediately prior to use for the type and magnitude of loads which CONTRACTOR intends to impose on them. Any rigging attachments installed on the tank by the CONTRACTOR shall be removed at the completion of Work and areas damaged by the removal of these attachments shall be cleaned and painted in accordance with these specifications. The CONTRACTOR assumes all responsibility for use of any existing or added attachments.
7. Welding and Cutting Precautions: No welding or flame cutting through the existing coating system shall be permitted, unless adequate worker protection is provided in accordance with the instructions in ANSI Z49.1, "Safety in Welding and Cutting."
8. Compliance with Environmental Regulations: Compliance with local, state and federal regulations concerning emissions, transportation or disposal of solid, particulate, liquid, or gaseous matter as a result of the cleaning, painting, or other operations under this Agreement shall be the responsibility of the CONTRACTOR. This compliance shall be accomplished without supervision from the OWNER, ENGINEER, FIELD OBSERVER, or other direct or indirect agents of the OWNER. No additional compensations for changes in the laws,

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regulations, or the interpretation thereof shall be granted by the OWNER. No burning of trash (including abrasive bags or other paper or wood products) on the site shall be permitted. All shielding, abrasive retrieval, or other methods of using precautions required by the regulating agencies shall also be accomplished at no additional cost to the OWNER unless otherwise provided herein. **Any fines or damages imposed on the OWNER, ENGINEER, or FIELD OBSERVER by any regulatory agency or court as a result of the CONTRACTOR'S noncompliance with environmental or nuisance regulations or any other applicable standard shall be paid or reimbursed by the CONTRACTOR.**

9. Attractive Nuisances and Cleanup: The job site shall be kept in a clean and safe condition at all times. Hazards or attractive nuisances shall be protected at all times. Upon completion of the Work, the job site and all nearby sites impacted by the Work activities shall be left clean of all debris, cleaning residue, or any other items resulting from the operations of the CONTRACTOR. The cost of any cleanup that must be done by the OWNER shall be deducted from funds due the CONTRACTOR. Impervious drip pans or double layers of plastic sheeting (each at least 6 mil thick) shall be placed under any compressors, generators, paint pumps, mixers, welding machines, etc. to prevent oils, solvents, organic compounds, or other contaminants from leaching into the soil. Fuel storage tanks, thinners, and other potentially hazardous materials shall be placed inside secondary containment structures to prevent contaminants from leaching into the soil. **Any oils, solvents, organic compounds, or contaminants spilled on the site during the process of the Work shall be immediately removed and cleaned up by the CONTRACTOR. Any earth contaminated by a spill shall also be removed and replaced with new certified clean material to the satisfaction of the OWNER and the ENGINEER. If the OWNER has to remove the oils, solvents, organic compounds, contaminants, or earth, the OWNER may deduct the costs of removal and clean-up from the total contract amount owed the CONTRACTOR.**
  
10. Authority of CONTRACTOR'S COMPETENT PERSON(S): The CONTRACTOR'S COMPETENT PERSON(S) shall have the complete support of top management and written authority to ensure these operations are carried out in accordance with compliance plans and governmental regulations, independent of production pressures. The CONTRACTOR'S COMPETENT PERSON(S) may have additional responsibilities and carry out other work assignments, but shall not routinely be a member of the crew that actually performs paint removal work.
  
11. Responsibility of CONTRACTOR'S COMPETENT PERSON(S): The CONTRACTOR'S COMPETENT PERSON(S) shall be responsible for overseeing job site safety and paint removal operations without supervision of the OWNER, ENGINEER, and/or FIELD OBSERVER. Responsibilities shall include:
  - a. Ensuring that a hazard communication program has been conducted for the CONTRACTOR'S personnel on site.
  - b. Ensuring that the Confined Entry Space Procedures are followed.

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- c. Ensuring that employees are wearing personal protective equipment and are trained in the use of such equipment in accordance with all OSHA and EPA regulations.
  - d. Ensuring that employees are utilizing fall protection and are trained in accordance with all OSHA regulations.
  - e. Daily inspection and approval of the rigging equipment and scaffolding utilized.
  - f. Ensuring that the engineering controls in use are in operating condition and functioning properly.
  - g. Ensuring that fugitive emissions to air, water, or soil are minimized and that handling of all waste streams is in compliance with applicable regulations and contract specifications.
  - h. Controlling access to the work site and ensuring that contaminated control boundaries are marked off.
  - i. Maintaining project documentation.
12. Safety Analysis Forms and Meetings: The CONTRACTOR is required to thoroughly review all phases of the project and complete and submit the "Job Safety Analysis" and the "Contractor Safety Checklist" prior to mobilizing to the site. Each subcontractor shall submit these forms for their work at the site as well. The CONTRACTOR shall update the forms as the project progresses or if there is a change of personnel at the site. Once the site work begins, the CONTRACTOR'S COMPETENT PERSON shall complete the "Daily Jobsite Safety Survey Report" and a "Contractor Daily Sign-in Form" to be presented to the FIELD OBSERVER at the end of each day. The CONTRACTOR shall hold daily safety meetings to discuss specific activities and events for the day and the safety ramifications. This shall be recorded each day, with a list of the attendees.
13. Sanitary Facilities: The CONTRACTOR shall, at the beginning of the Work, provide on the premises suitable temporary sanitary toilet, wash-up, and changing facilities for the use of workers and shall maintain same in a sanitary condition and remove same when directed by the OWNER. The cost of these sanitary facilities shall be included in the Base Bid. The CONTRACTOR is advised that the OWNER is in the business of providing potable water and the CONTRACTOR'S sanitary arrangements shall not endanger the OWNER'S facilities.
14. Electrical Hazards: The CONTRACTOR shall at a minimum take the following safety measures to prevent accidents due to electrical hazards:
- a. Electric Service Wiring: The CONTRACTOR shall be aware of the electric service wiring attached to and located in close proximity to the tank. The CONTRACTOR shall relocate, deactivate, or provide necessary electric shock hazard protective

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devices to prevent exposure of workers and/or equipment to electric shock hazards. The CONTRACTOR shall verify that there is sufficient electric shock hazard protection for the workers and equipment prior to and throughout each working period on the job. The verification of the electric shock hazard protection is the sole responsibility of the CONTRACTOR and shall be accomplished without supervision from the OWNER, ENGINEER, FIELD OBSERVER, or other direct or indirect agents of the OWNER.

15. Abrasive: The approved abrasive for cleaning shall meet the following requirements:
- a. The abrasive for the **exterior, interior dry, and interior wet** surfaces shall be a commercially available, non-metallic, expendable abrasive or a re-usable abrasive (such as steel grit).
  - b. All expendable abrasives shall meet the minimum requirements of SSPC-AB 1 and all abrasives meet the requirements of Class A (of SSPC-AB 1) for silica content (crystalline silica less than 1% by weight before blasting). The crystalline silica content shall be determined by the use of infrared spectroscopy or by other analytical procedures, such as wet chemical or X-ray diffraction analyses. The abrasive shall also be of a grit size to produce a 1.5 mil to 2.5 mil profile. If the profile exceeds this range, then the prime coat dry mil thickness shall be increased by the difference between the actual profile and the specified profile to prevent the peaks in the profile from rusting. However, the maximum coating thickness applied shall be in accordance with the coating manufacturer's recommendations. The abrasive shall be properly stored, and it shall be free from contaminants, including but not limited to excessive fine particles, paint, earth, regulated heavy metals, moisture, oil, or chlorides, which can cause premature failure of the coating. Use of abrasive on the exterior of the tank shall be based not only on its compliance with the technical application of the coatings, but also on its lack of nuisance to surrounding property. The CONTRACTOR shall submit manufacturer's published product data sheets for the type of abrasive, grade, and the resulting profile of the abrasive to be used for review prior to the start of any cleaning operations. The CONTRACTOR shall also submit a letter from the coating manufacturer certifying that the resulting profile of the abrasive is acceptable for their coating product.
  - c. All expendable abrasive shall be new and furnished for this job. All abrasive shall be properly stored on skids or in a covered container. The abrasive shall be covered to protect the abrasive from water and weather. Do not allow abrasive to rest directly in contact with the ground.
  - d. The steel grit shall meet the requirements of SSPC-AB 3, Newly Manufactured or Re-Manufactured Steel Abrasives, and be approved for use by the manufacturer of the blasting, media recovery, and separation equipment. The initial quantity of grit shall consist of an artificial working mix determined by the CONTRACTOR to produce an acceptable profile in accordance with these specifications. **Any used steel grit used**



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on this Project shall be sampled before use by the FIELD OBSERVER and the CONTRACTOR and the CONTRACTOR shall have the samples sent to a laboratory for atomic absorption testing for total lead. The steel grit shall not be used until the results of the atomic absorption testing are submitted to the OWNER and indicate that the total lead levels are less than 600 ppm (<0.06%).

Blast Media Recovery and Separation System:

- (1) Equipment Requirements: The equipment provided for the spent abrasive recovery and media separation shall be a portable commercial recycling abrasive blast machine. The re-used abrasive shall comply with the requirements of SSPC-AB 2, Specification for Cleanliness of Recycled Ferrous Metallic Abrasives. The system shall be capable of recovering the abrasive, and returning the spent cleaning debris to a dust separator which shall be an integrated part of the machine. The waste material shall be placed in hazardous container drums in accordance with the Removal and Disposal of Cleaning Residue paragraph of this specification.
  - (2) Equipment Characteristics: As a minimum, the vacuum system used to recover the spent blasting material shall contain the following:
    - i. A double-chambered ASME pressure vessel, which can effectively recycle blast media on a continuous basis, with no interruption, except for air filter back-flushing, media loading to the machine, and removal of collected dust and spent cleaning debris.
    - ii. A dust filter back-flushing system.
    - iii. An air drying system consisting of an air-cooled aftercooler, sling separator, and desiccant drier.
16. Containing Cleaning Debris and Overspray: The CONTRACTOR shall ensure that no spent cleaning/blasting debris, dust, overspray, coating droplets, or emissions of any kind escape to the atmosphere and travel farther than 20 ft from the base of the tank, or any lesser distance required to avoid contamination of adjacent buildings, work sites and parking lots.
- a. The containment system shall at a minimum meet the emission control requirements of a **Class 2 system**, as specified in Section 4.2.2.2 of the SSPC-Guide 6 (CON), Guide for Containing Debris Generated During Paint Removal Operations, dated October 1, 2004. The ground surrounding the tank shall be protected from all dust, emissions, debris, and other materials generated in the cleaning operations with a minimum of two layers of an impervious membrane covered with plywood.
  - b. The CONTRACTOR shall be responsible for all materials that are used and for any apparatus used to contain dust, emissions, debris, overspray, and coating droplets. **The containment system attachments to the tank and tower shall be designed by**

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a Professional Engineer registered in the State of Illinois not to impose excessive loading on the tank, tower, and tank appurtenances. The CONTRACTOR shall submit the P.E. designed, stamped, and signed details of the containment system and the attachment details for review prior to installation of the containment system on the tank. The containment system will place additional loads on the tank and tower which the tank was not originally designed for. The CONTRACTOR shall reinforce the tank and tower as necessary to assure no damage or permanent deformation occurs to the tank or tower. Any damage done to the tank or tower as a direct or indirect result of the containment system shall be repaired or sections replaced by the CONTRACTOR at no additional cost to the OWNER. Neither the ENGINEER or the OWNER assume any responsibility for the structural ability of the tank and tower to support the containment system.

- c. If tarps are used as part of the containment system, the tarps shall be an impervious, solid, flame-resistant material, reinforced with a fiber mesh and shall allow as much light as possible to pass through the material.
- d. If complete containment of the tank and tower is utilized to contain all cleaning dust, emissions, debris, paint overspray, and paint droplets, the complete containment shall include a full roof bonnet.
- e. The OWNER reserves the right to stop work or to require additional or different containment methods if the CONTRACTOR'S operations create a nuisance beyond the tank site property line in the sole opinion of the OWNER, the ENGINEER, the OWNER'S designated representative, any regulatory agency, or neighbor. All costs of providing an adequate containment system shall be included by the CONTRACTOR in the **Base Bid**.
- f. Review of the containment system for containing the spent cleaning dust, emissions, debris, overspray, and coating droplets shall not warrant the structural integrity of the containment system and shall not warrant the structural integrity of the tank and tower to support the containment system. Nor shall review of the containment system warrant the ability of the system to contain spent cleaning dust, emissions, debris, overspray, and coating droplets.
- g. All attachments to the tank and tower shall include a "reinforcing" pad designed to distribute the loads and prevent damage to the tank and tower. The reinforcing pad may remain on the tank at the completion of the Project as long as the pad is completely seal welded, all edges ground to 1/8 in. minimum radius, and all corners rounded to 1 in. minimum radius. All other components of the containment system shall be removed by the CONTRACTOR at the completion of the exterior cleaning and painting, being careful to avoid damage to the coatings on the opposite side of steel plates. The containment submittal shall include, at a minimum, the following details and descriptions:

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- (1) Brackets (outriggers) to be attached to tank including size, material, etc.
  - (2) Bracket attachments to tank and tower,
  - (3) Number of outriggers and spacing on tank container,
  - (4) Center roof "tree" and attachment details,
  - (5) Reinforcing pad between structure and attachments,
  - (6) Any additional roof support to prevent damage to or deformation of the tank roof or shell,
  - (7) Size of cables to be used and location,
  - (8) Anchorage details of hoist and location,
  - (9) Ground anchors,
  - (10) Catalog cuts of screen (tarp) material,
  - (11) Screen material connections & overlap,
  - (12) Operating/design parameters of containment, such as wind speed when containment shall be lowered or not used,
  - (13) Ground cover, material, etc.
  - (14) Other engineering controls & dust collection, and
  - (15) Any items desired to be left on the structure at the completion of the Project (subject to approval by OWNER).
17. Dust Collection: The CONTRACTOR shall furnish, operate, and maintain adequate dust collection during the Project to achieve negative pressure within the containment or adequate air flow within the tank interior. The dust collection system shall at a minimum meet the requirements of a **Type J1 Air Filtration system**, as specified in Section 5.4.5.1 of the SSPC-Guide 6 (CON), Guide for Containing Debris Generated During Paint Removal Operations, dated October 1, 2004. The dust collection shall be operated during all abrasive blast cleaning and after abrasive blast cleaning until the area is clean enough for coating application. The CONTRACTOR shall be responsible for all sizing, design of ductwork, etc., based upon the CONTRACTOR'S operations, number of blasters, duration of blasting, etc. The CONTRACTOR shall also take precautions to avoid a vacuum from developing inside the tank, as even a slight vacuum inside the tank may cause damage to the roof or shell.
18. Removal and Disposal of Cleaning Residue: Drop tubes depositing the interior wet cleaning materials from the manhole near the tank bottom to the ground shall be furnished by the CONTRACTOR. The cleaning debris shall be cleaned up and stored daily in leak-proof covered dumpsters/containers lined with polyethylene. Each cover shall be designed and installed to keep all rainwater from entering the dumpster/container or the contents. All operations associated with this project shall be in conformance with the Occupational Safety and Health Act (OSHA) of 1970 and all regulations and standards promulgated under this Act, as well as all applicable state and local standards and regulations governing worker safety and health.
- a. The material shall be legally disposed of by the CONTRACTOR in accordance with local, state, and federal laws. The CONTRACTOR shall be responsible for removing and properly transporting all the material from the project site. The material shall be

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transported in containers approved by the United States Environmental Protection Agency (USEPA) and local, state, and federal regulations. Bidders should prepare their **Base Bid** to include the cost of the transporting of the combined paint and spent cleaning material to a landfill and any disposal costs at that facility. All testing required by regulations or by the selected waste hauler or landfill, including any follow-up testing and the collection of the samples, shall be done at the CONTRACTOR'S expense. Copies of all manifests, testing results and treatment procedure documents shall be sent to the ENGINEER and OWNER.

- b. All dumpsters/containers and labeling of the dumpsters/containers shall adhere to the US Department of Transportation's regulations (49 CFR Part 172) and the HMTA.

## **H. Specifications for Repairs and Additions to the Tank**

1. Construction Drawing Submittals: Four sets of Construction Drawings (or other information) of all fabricated items shall be submitted for review. Drawings submitted shall at a minimum include the following:
  - a. Details of the nameplate mounting bracket if different from that shown in Drawing NP.
  - b. Catalog cuts, installation, and maintenance instructions for the new fabric condensate ceiling.
  - c. Details of overflow pipe screened flap gate if different from that shown in Drawing FG.
  - d. Details of curb and deflector plate for the top platform manhole if different from that shown in Drawing PM.
  - e. Details of closure chains if different than shown in Drawing CC.
  - f. Details of interior rigging openings if different from that shown in Drawing RO.
2. Man-Hours: For unit price work paid for per single man-hour, only time worked performing the specified action, i.e. welding or grinding, and only the time of the person performing the specified action shall be recorded as man-hours to be paid under the unit price item. Costs for all equipment, supplies, normal rigging and associated time required, supervision, Competent Person, overhead, insurance, and profit shall be included in the Base Bid or distributed within the unit price Bid Item to be based upon man-hours used in actual performance of the specified action.
3. Initial Abrasive Blast Cleaning for Evaluation of Pitting: All areas of apparent pitting shall be initially abrasive blast cleaned for evaluation of pitting by the FIELD OBSERVER. The cost of this initial abrasive blast cleaning shall be included in the **Base Bid**.

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4. Repair Welding: After the initial abrasive blast cleaning, any pits defined for pit welding by the FIELD OBSERVER shall be repaired by welding. All areas of apparent seam deterioration shall be initially abrasive blast cleaned, and any seam corrosion or undercut defined by the FIELD OBSERVER shall be repaired by arc-gouging or grinding the deteriorated weld seam (if determined necessary by the FIELD OBSERVER) and welding. **The number of man-hours of repair welding shall be paid for by the unit price in Bid Item 2.**
  
5. Pit Filling and Surfacing: After the specified surface preparation, any pits, rough areas or seams defined for pit filling or surfacing by the FIELD OBSERVER shall be filled with solventless polyamide epoxy seam sealer of the type recommended by the supplier of the interior paint system. The epoxy seam sealer shall be applied neatly and smoothly to the steel surfaces and any rough areas of the seam sealer shall be sanded smooth prior to the application of the coating system. Costs for all labor, equipment, supplies, rigging, and other associated costs for application of the solventless polyamide epoxy seam sealer shall be included in the unit price per gallon. **The number of gallons of pit filling shall be paid for by the unit price in Bid Item 3.**
  
6. Interior Chipping and/or Grinding: Any irregular surfaces defined by the FIELD OBSERVER, including but not limited to surface protrusions, burrs, fitting scars, sharp edges or corners, weld spatter, weld overlap and rough weld beads shall be removed from the interior surfaces of the tank, including appurtenances, by chipping and/or grinding these irregular surfaces to a smooth curve. The protruding parts of lugs or brackets shall be removed and ground flush. The objective of chipping and/or grinding is to eliminate irregular surfaces to provide a surface that is sufficiently smooth for the application of a uniform thickness coating without voids and free from defects. This chipping and/or grinding is also intended to make it easier for the interior coating to pass the holiday test. **The number of chipping and/or grinding man-hours on the tank interior shall be paid for by the unit price in Bid Item 4.**
  
7. Top Platform Drain Holes: The top platform presently holds water. The top platform shall be flooded with water and the locations needing holes shall be determined. Sufficient 1 in. diameter holes to accomplish draining shall be drilled or burned, and reamed smooth. The top platform shall then be flooded again, and more holes installed if required. The flooding and hole installation shall continue until the top platform drains sufficiently as determined by the FIELD OBSERVER. **The number of top platform drain holes installed shall be paid for by the unit price in Bid Item 5.**
  
8. Replace Condensate Ceiling: If selected by the OWNER the CONTRACTOR shall remove and dispose of the existing fabric condensate ceiling and shall protect and prevent the clogging of the condensate drain. A new fabric condensate ceiling shall be furnished and installed by the CONTRACTOR after curing of the finish coat. The new condensate ceiling shall allow for a 30 in. minimum head clearance for the pedestal ladder. The drain shall be cleaned and its proper operation verified after the installation of the new condensate ceiling. **The replacement of the fabric condensate ceiling shall be paid for by the lump sum**

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**price in Alternate Bid Item 7.** The new condensate ceiling shall be manufactured by the following:

- a. Monolithic Airform Manufacturing; 177 Dome Park Place, Italy, Texas 76651, telephone 972/483-7423, FAX 972/483-6662; or
  - b. equal approved by ENGINEER.
9. Condensate Ceiling: The CONTRACTOR shall protect the fabric condensate ceiling from damage and shall prevent the clogging of the condensate drain. The fabric condensate ceiling may be protected in place, or the CONTRACTOR may remove the fabric condensate ceiling prior to work and reinstall the fabric condensate ceiling at the completion of the work. The fabric condensate ceiling shall be power washed after the interior work is complete. The drain shall be cleaned and its proper operation verified after the interior work is complete.
10. Legal Disposal/Recycling of Removed Steel or Appurtenances: Any existing steel plate, members, or appurtenances of the tank specified to be removed or replaced shall be removed and legally disposed of or recycled by the CONTRACTOR.
11. Clean and Paint Inlet/Outlet Pipe: The CONTRACTOR shall remove and legally dispose of the existing insulation on the inlet/outlet pipe and clean and paint the pipe in accordance with these Specifications. After curing of the coating on the inlet/outlet pipe, the 12 in. diameter inlet/outlet pipe shall be insulated with 2 in. urethane foam (Dow Trymer 2000 or equal) or 2 in. extruded polystyrene (blue board) pre-formed insulation. An All Service Jacket (ASJ) shall be wrapped around the insulation (silver side inward) to provide a vapor barrier. The inlet/outlet pipe insulation shall be covered with 0.016 aluminum jacketing with banding. All vertical and horizontal seams shall be sealed with sealer that comes with the insulation. The insulation and wrap shall be secured with 1/2 in. wide stainless steel bands located 6 in. from each end of a section of insulation, but no more than 2 ft apart. The insulation, wrap and bands are to be installed after the curing of the paint on the inlet/outlet pipe.
12. Cathodic Protection System: The CONTRACTOR shall remove the existing cathodic protection system anodes and interior wiring from the tank prior to any cleaning, repairing or painting operations. The CONTRACTOR shall have Corpro (1055 W. Smith Road, Medina, OH 44256, P.O. Box 721, Medina, OH 44258, telephone 330/725-6681, FAX 330/723-6065) furnish and install a new ice-resistant, submerged cathodic protection system in compliance with the American Water Works Association (AWWA) D104-11 "Standard for Automatically Controlled, Impressed-Current Cathodic Protection for the Interior of Steel Water Tanks" and the National Association of Corrosion Engineers (NACE) Standard RP0388-01 Recommended Practice "Impressed Current Cathodic Protection of Internal Submerged Surfaces of Steel Water Storage Tanks" including a new automatically controlled digital rectifier. The existing brackets may be utilized. Any damaged brackets shall be repaired or replaced. The new cathodic protection system shall be installed after the

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finish coat has cured. However, the cathodic protection system shall not be energized until after the First Anniversary Inspection of the painting has been conducted. The CONTRACTOR shall assume liability for any and all damages to the system while transporting or installing the anodes and wiring. After the First Anniversary Inspection, the CONTRACTOR shall have Corpro calibrate the cathodic protection system for proper operation. The CONTRACTOR shall forward the certified results of the calibration to the OWNER and ENGINEER. Corpro shall provide the OWNER with a written two year warranty, which shall begin upon receipt of the acceptable certified calibration results, that the system is controlling corrosion. Copies of the warranty shall be submitted to the ENGINEER at the time the system is energized. A physical inspection of the controller/rectifier, anode system, and protected surfaces shall be conducted at the end of the first year of the two year warranty period. Any defective components shall be replaced by Corpro at no cost to the OWNER. If revision in design is necessary to perform the intended function, said revisions shall be incorporated into the system at no additional cost to the OWNER.

13. Valve Vault Rung Slip-Resistant Covers: Slip-resistant FRP fiberglass rung covers, SAFEGUARD Rung Covers manufactured by SAFEGUARD Technology 1-800/989-1695 or equal approved in writing by ENGINEER, shall be furnished and installed on the six (6) approximately 1 in. diameter rungs of the valve vault.
14. Concrete Repair: Any chipped concrete corners (greater than 1 in. loss), cracks (greater than 1/16 in. wide), and other failed areas of concrete indicated by the FIELD OBSERVER shall be chipped to sound concrete so that the edge of the chipped-out area is at least 60° with the surface of the concrete. Then these areas shall be prepared by cleaning to remove all paint, coating materials, dust, laitance, grease, or other bond-inhibiting materials. The CONTRACTOR shall apply a patch of Emaco R350 from Master Builders, Euco Verticote from Euclid Chemical Company, SikaRepair 223 from Sika Corporation, or equal allowed in writing by the ENGINEER. The materials shall be prepared and applied in accordance with the manufacturer's instructions. The patched areas shall conform to the original contour of the concrete foundation  $\pm 1/8$  in. After the patching material has hardened sufficiently for the removal of any forms, etc., a water-based curing compound shall be applied to the surfaces of the repaired area. The curing compound shall be a water-based material such as Masterkure 200W from Master Builders, Aqua-Cure from Euclid Chemical Company, or equal allowed in writing by the ENGINEER. This concrete repair shall be performed a minimum of 28 days prior to the cleaning and painting of the concrete to allow the concrete patching material to cure in accordance with the manufacturer's recommendations.
15. Grout Repair: The grout which is between the base plate and the concrete foundation shall be tested by the CONTRACTOR under the observation of the FIELD OBSERVER by using a sharp 16 oz. hammer. Any missing or loosened portions of grout shall be replaced with a nonshrinking, nonstaining, high-strength structural grout material. The material shall be Master Builders' MASTERFLOW 928, Euclid Chemical Company's EUCO N-S Grout, L&M Construction Chemicals' DURAGROUT, Sika Corporation's SikaGrout 212, or equal

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allowed in writing by the ENGINEER. The final contour of the grout shall be vertical and flush with the outer edge of the base plate, and shall not overlap the outer edge of the base plate. After the grout has hardened sufficiently for the application of a curing compound, a water-based curing compound shall be applied to the exposed grout surfaces. The curing compound shall be a water-based material such as MASTERKURE 200W from Master Builders, AQUA-CURE from Euclid Chemical Company, L & M CURE from L&M Construction Chemicals, Inc., or equal allowed in writing by the ENGINEER. After cleaning and painting, any separation between the base plate and the grout greater than 1/32 in. shall be filled with Sikaflex-1a from Sika Corporation, or equal allowed in writing by the ENGINEER.

16. Nameplate: The nameplate shall be removed by carefully chiseling off the rivet heads. Any remains shall be removed and ground flush. A new mounting bracket shall be furnished and installed on the pedestal exterior by welding with continuous fillet welds as shown in Drawing NP. The location of the new nameplate mounting bracket shall be the same as the original location of the tank nameplate. The area behind the nameplate and the new mounting bracket shall be cleaned and painted in accordance with the SPECIFICATIONS FOR CLEANING AND PAINTING THE EXTERIOR SURFACES section of these Detailed Technical Specifications. Any paint on the nameplate shall be removed by solvent cleaning or other methods which will not damage the surface of the nameplate. The nameplate shall be bolted to the mounting bracket with stainless steel stove bolts and nuts. The nameplate shall be protected from the application of paint on the exposed surface.
17. Lights and Electrical Conduit: The four light fixtures in the pedestal shall be equipped with new bulbs, cages, and globes. The missing cover for the conduit junction near the bottom of the pedestal shall be replaced. Any electrical work shall be in accordance with the National Electric Code, and all other governing regulations.
18. Pedestal Screens: The CONTRACTOR shall remove the screens from the 8 approximately 11-1/2 in. diameter pedestal vents prior to the start of cleaning. The screens shall be replaced by the CONTRACTOR with new 316 stainless steel screens of 16 x 16 mesh. The screen and supports shall remain separated during cleaning and painting, and curing.
19. Access Tube Screen: The CONTRACTOR shall remove the screening around the access tube at the roof prior to the start of cleaning. The screen shall be replaced by the CONTRACTOR with new 316 stainless steel screen of 16 x 16 mesh. The screen and supports shall remain separated during cleaning and painting, and curing.
20. Condensate Drain Pipe Screen: The CONTRACTOR shall furnish and install a 316 stainless steel screen of 16 x 16 mesh at the discharge end of the condensate drain pipe. The screen shall be secured with a stainless steel clamp.
21. Overflow Pipe Elbow and Screened Flap Gate: The existing iron elbow and flange at the discharge end of the overflow pipe shall be removed and replaced with a new welded steel 90° pipe elbow of 1/4 in. minimum wall thickness and approximately 12 in. diameter. The



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new steel elbow shall be full penetration butt-welded to the existing steel pipe. A new counterweighted fabricated screened flap gate of 1/4 in. steel plate and 1/2 in. linear high density polyethylene (HDPE) shall be furnished and installed on the termination of the overflow pipe. The discharge end of the pipe shall be modified and the flap gate installed to allow a 12 in. minimum to 24 in. maximum air break above the existing basin and allow the overflow effluent to be directed into the basin. The steel flange holding the screen shall be cleaned and painted, and the paint shall be cured, before final assembly. The HDPE flange and the screen shall be protected from the application of the exterior coating. Bolts, flat washer, and nuts shall be 1/4 in. minimum diameter and shall be stainless steel. The details of the screened flap gate shall be in accordance with Drawing FG.

22. Seal Weld Access Tube Stiffeners: The three (3) existing stiffeners welded around the access tube inside the container shall be seal welded. The stiffeners shall be welded on the top and bottom sides with continuous fillet welds all around.
23. Access Tube Ladder Modification: The access tube ladder exhibited toe room of approximately 8-3/4 in. and head clearance of approximately 26-1/2 in. The access tube ladder shall be relocated to provide 7 in. minimum toe room and 27 in. minimum head clearance. The ladder shall be seal welded to the brackets with full structural welds.
24. Existing Ladder Cable Type Safe-Climbing Devices: The existing cable type safe-climbing devices shall be removed for the cleaning and painting of the ladders. All paint on the devices, both existing paint and any paint spilled on the devices by the CONTRACTOR, shall be removed by wiping the devices with the proper solvent. The CONTRACTOR may, after submitting details and receiving written approval from the ENGINEER and OWNER, furnish and install new devices of equal quality. The cable shall be reattached in such a manner to retain the specified tension of the manufacturer. Excess cable shall be trimmed off and not allowed to coil on the platform or floor. Any fasteners damaged by the removal and replacement of the devices shall be replaced by the CONTRACTOR at no cost to the OWNER. **Any necessary temporary protective devices for compliance with Federal OSHA requirements, all state and local safety regulations, and safe working practices shall be furnished and maintained by the CONTRACTOR.**
25. Top Platform Manhole Deflector Plate for Head Hazard: The opening through the top platform shall be modified to include a 1/4 in. thick curb extending 4 in. minimum above platform floor around the access opening and with a 1/8 in. minimum thickness deflector plate beneath the opening in the platform at the top of the pedestal ladder in accordance with Drawing PM. The deflector plate shall be installed at an angle of 60° from the horizontal. The deflector plate shall be in compliance with OSHA 29 CFR 1910.27 Fixed Ladders, Figure D-5 and paragraph (c)(7).
26. Closure Chains at Top Platform Access: Closure chains shall be installed between the railing uprights at the top platform access adjacent to the bowl manhole ladder. Stainless steel chains with hooks shall be furnished and installed at the handrail and midpoint levels to provide protection of the top platform access opening while personnel are on the platform.

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The links of the chain shall have minimum cross-sectional diameter of 3/16 in. The chain detail shall be as shown in Drawing CC.

27. Lower Top Platform Toe Bars: The 4 in. x 1/4 in. toe bars along the top platform shall be relocated and welded such that the top of the toe bar is at least 4 in. above the floor and the bottom of the toe bar is no more than 1/4 in. above the platform floor. The toe bars shall be straightened to prevent any gap greater than 1/4 in. between the floor and the toe bar. Flat bar brackets may be seal welded to the platform and toe bar at locations between the uprights as needed to assist in straightening the toe bars such that the 1/4 in. maximum gap is not exceeded.
28. Interior Rigging Openings: Approximately 26 threaded outlets shall be installed in the roof of the tank. The couplings shall be installed at a maximum spacing of 20 ft on center, shall be above the top capacity level, and shall miss the roof stiffeners. The threaded outlets shall be Phoenix #132 heavy tank flat flange (manufactured by Phoenix Forging Company, 610/264-2861) as shown in Drawing RO. The flanges shall be welded on the outside of the tank with continuous fillet welds and sealed on the interior with the flexible polyurethane sealant specified in the Flexible Sealant paragraph of the SPECIFICATIONS FOR CLEANING AND PAINTING THE TANK INTERIOR WET SURFACES section of these Specifications. Malleable iron pipe plugs (hot-dipped galvanized with the threads wiped) shall be furnished and installed after the completion of the painting. The threads on the plugs shall be covered with teflon tape or teflon paste prior to threading into the couplings.
29. Roof Manhole Cover: The roof was equipped with an approximately 30 in. diameter roof manhole with a hinged cover. The cover had downward cover overlaps of approximately 1-3/4 in. The cover shall be modified to include a downward cover overlap of at least 2 in. The existing hinges, hasps, and accessories welded to the roof manhole shall be modified or replaced to accommodate the new cover overlap. All welds for this modification shall be continuous all around on both the interior and exterior.
30. Existing Clog-Resistant Vent: The aluminum clog-resistant vent on the roof shall be removed by the CONTRACTOR and protected from the cleaning and painting operations. After curing of the finish coat the existing aluminum vent shall be reinstalled on the bolting flange by the CONTRACTOR and the proper operation of the vent pallets verified. Any items damaged by the removal and replacement of the vent shall be replaced by the CONTRACTOR at no cost to the OWNER. After the completion of the application and curing of the paint, a new 1/4 in. thick full-face gasket shall be furnished and installed between the existing roof vent and steel flange. The gasket shall be made from commercial grade neoprene, meeting ASTM D2000-86E, Type BC, with a 70A durometer rating, and black color.
31. Manhole Gaskets: After the completion of the application and curing of the interior paint, a new 1/4 in. thick gasket shall be furnished and installed in the existing approximately 24 in. diameter flanged and bolted roof manhole, and a new 3/8 in. thick gasket shall be furnished and installed in the existing approximately 18 in. x 24 in. double crab bowl manhole. The

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gaskets shall be made from commercial grade neoprene, meeting ASTM D2000-86E, Type BC, with a 70A durometer rating, and black color.

32. Roof Manhole Bolts: The CONTRACTOR shall remove and legally dispose the existing bolts and nuts from the flanged and bolted roof manhole. 4 new approximately 3/4 in. diameter x 2-1/2 in. long galvanized steel bolts and nuts shall be furnished and installed in the existing flanged and bolted manhole. In addition, galvanized steel washers shall be furnished and installed between the bolt and the manhole, and between the nut and the manhole. Prior to installation of the bolts, the bolt threads shall be coated with a food-grade antiseize lubricant.
33. Locks and Chain for Roof Manhole: Two 1/2 in. diameter holes shall be drilled through the existing flanged and bolted roof manhole. The center of the holes shall be 5/8 in. from the edge of the cover. The 2 holes shall be located 180° apart and between the existing bolt holes.
34. Locking Manholes: The roof manholes entering the container shall be locked at the completion of the Work, using padlocks furnished by the OWNER.

**I. Specifications for Cleaning and Painting the Exterior Surfaces**

1. Surfaces to be Cleaned and Painted: All exterior surfaces of the tank, including (but not limited to) the container, base plate, pedestal, and all piping and appurtenances, and all threads, bolts, nuts, pins, brackets, seams, corners, etc. including the manhole neck of the roof vent, but excluding the nameplate, shall be cleaned and painted in accordance with the paragraphs in this section.
2. Irregular Surfaces: Any burrs, weld spatter, rough welds, weld overlap, bolts, sharp edges, or corners or any areas disturbed or installed by the CONTRACTOR'S operations which would cause difficulty in achieving a defect-free coating shall be chipped and/or ground smooth. Any pinholes or voids in exterior welds shall be filled with an epoxy seam sealer. It is not the intent to have these irregular surfaces chipped and/or ground flush. The objective of the chipping, grinding and/or seam sealing is to eliminate irregular surfaces to provide a surface that is sufficiently smooth for the application of a uniform thickness coating without voids. This chipping, grinding and/or seam sealing is considered incidental to the exterior painting and is to be included in the Base Bid.
3. Cleaning and Debris Removal: The surfaces mentioned above in paragraph 1 of this Section shall be cleaned to a degree of cleanliness equivalent to SSPC-SP 6, Commercial Blast Cleaning (modified) by a method approved by the ENGINEER and OWNER. The paint and cleaning debris shall be promptly stored in leak-proof covered dumpsters/containers on the site and disposed of in accordance with the Removal and Disposal of Cleaning Residue paragraph of the GENERAL HEALTH, SAFETY, AND ENVIRONMENTAL REQUIREMENTS Section of these Detailed Technical Specifications.

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4. Priming: Not later than during the same day and before the forming of rust, the cleaned surfaces (SSPC-SP 6) shall be primed with the specified primer.
5. Stripe Coat: After the application of the first coat, all seams, edges, lapped joints, rough areas, bolt heads and nuts, remains of erection lugs and scars, corners, member intersections, and other deviations from smooth surfaces shall be primed by brush and/or roller using 10% thinned material in a contrasting color to the primer. The 10% thinned material shall be worked sufficiently into all cracks, crevices, and seams. Initial spray application of this stripe coat shall not be permitted.
6. Priming Inaccessible Areas: Should any areas exist where the intersection of two members does not allow the complete cleaning of the intersection and the members cannot be separated for cleaning (such as anchor bolt chairs, base plate-to-grout intersection, etc.), these intersections shall be post-primed with a material suitable for marginally cleaned surfaces. The material shall be recommended by the manufacturer of the exterior paint system and shall be as follows:
  - a. Sherwin-Williams Epoxy Mastic Aluminum II,
  - b. Tnemec 135 Chembuild,
  - c. or other material favorably reviewed in writing by the ENGINEER.
7. Intermediate Coat: The surfaces mentioned above in paragraph 1 of this Section shall then be given one intermediate coat of paint. The color shall differ from the prime coat and shall be slightly darker than that chosen for the finish coat, being dark enough to visually assure application of the finish coat, and light enough to allow proper hiding. (An intermediate coat lighter than the finish coat shall not be permitted due to the inability to distinguish between the lighter intermediate and the highlights of the gloss finish.) The coating manufacturer shall recommend a darker color for the intermediate coat and this color shall be submitted for review.
8. Finish Coat: The surfaces mentioned above in paragraph 1 of this Section shall then be given a final coat of the selected paint in colors selected by the OWNER.
9. Coatings: Acceptable coating manufacturers and specifications for the exterior surfaces of the steel water storage tank follow; however, the CONTRACTOR is advised that all manufacturers presented below must certify that the coatings furnished are in compliance with these Specifications.

a. **The Sherwin-Williams Company, Cleveland, OH 44101**

|                            |                |
|----------------------------|----------------|
| (1) Macropoxy 646          | 2.0 - 3.0 mils |
| (2) Macropoxy 646          | 2.0 - 3.0 mils |
| (3) Acrolon 218 HS (gloss) | 2.0 - 3.0 mils |
| Total System Dry Thickness | 6.0 - 9.0 mils |

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**b. Tnemec Company, Inc., Kansas City, MO 64141**

|   |                |
|---|----------------|
| (1) Series N69 Hi-Build Epoxoline II      | 2.0 - 3.0 mils |
| (2) Series N69 Hi-Build Epoxoline II      | 2.0 - 3.0 mils |
| (3) Series 1074U Endura-Shield II (gloss) | 2.0 - 3.0 mils |
| Total System Dry Thickness                | 6.0 - 9.0 mils |

10. Alternate Exterior Coating System: If **Alternate Bid Item 8** is selected by the OWNER, the approved coatings for the surfaces mentioned above shall be: a two-component, moisture-cured, organic zinc-rich primer; a two-component aliphatic polyurethane intermediate coat system; and a two-component fluorourethane finish coat system.

**a. Sherwin Williams Company, Cleveland, OH 44115**

|  |                |
|--|----------------|
| (1) Corothane I GalvaPac                                 | 2.5 - 3.5 mils |
| (2) HiSolids Polyurethane or Acrolon 218 HS (semi-gloss) | 2.0 - 3.0 mils |
| (3) FlouroKem / Ply-Thane 1200 (gloss)                   | 2.0 - 3.0 mils |
| Total System Dry Thickness                               | 6.5 - 9.5 mils |

**b. Tnemec Company, Inc., Kansas City, MO 64141**

|                            |                |
|----------------------------|----------------|
| (1) 90-97 Tneme-Zinc       | 2.5 - 3.5 mils |
| (2) 1075 Endura-Shield II  | 2.0 - 3.0 mils |
| (3) 700 HydroFlon (gloss)  | 2.0 - 3.0 mils |
| Total System Dry Thickness | 6.5 - 9.5 mils |

11. Logos: The CONTRACTOR shall center-punch and reapply the existing "DOWNERS GROVE" lettering and logos in the two locations on the shell. The existing logos included approximately 5 ft 2 in. tall letters. After the proper curing of the finish exterior coat, the logos shall be applied in additional coats of fluorourethane in the appropriate thickness for the fluorourethane used. The OWNER shall approve the final colors for the logos from color charts submitted by the CONTRACTOR. Acceptable manufacturers and specifications follow:

**a. Sherwin Williams Company, Cleveland, OH 44115**

|                                    |                  |
|------------------------------------|------------------|
| (4) FlouorKem (gloss)              | 2.0 - 3.0 mils   |
| (5) FlouorKem (gloss)              | 2.0 - 3.0 mils   |
| Total System Dry Thickness of Logo | 10.0 - 15.5 mils |

**b. Tnemec Company, Inc., Kansas City, MO 64141**

|                                    |                  |
|------------------------------------|------------------|
| (4) Series 700 HydroFlon (gloss)   | 2.0 - 3.0 mils   |
| (5) Series 700 HydroFlon (gloss)   | 2.0 - 3.0 mils   |
| Total System Dry Thickness of Logo | 10.0 - 15.5 mils |

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**J. Specifications for Cleaning and Painting the Interior Dry Surfaces**

1. Surfaces to be Cleaned and Painted: All interior dry surfaces of the tank, including (but not limited to) pedestal, bowl, access tube, all ladders, piping (including piping in the vault) and appurtenances, threads, bolts, nuts, pins, brackets, seams, corners, etc. shall be cleaned and painted in accordance with the paragraphs in this section.
2. Cleaning and Debris Removal: The interior dry surfaces mentioned in paragraph 1 of this Section shall be cleaned to a degree of cleanliness equivalent to SSPC-SP 6, Commercial Blast Cleaning by a method approved by the ENGINEER and OWNER. The underneath side of the bowl, the inside of the access tube, the top side of the platform, and the piping shall be cleaned to a degree of cleanliness equivalent to SSPC-SP 10, Near-White Blast Cleaning by a method approved by the ENGINEER and OWNER. The paint and cleaning debris shall be promptly stored in leak-proof covered dumpsters/containers on the site and disposed of in accordance with the Removal and Disposal of Cleaning Residue paragraph of the GENERAL SPECIFICATIONS FOR REPAIRING AND REPAINTING THE TANK Section of these Detailed Technical Specifications. The sequencing and timing of the areas to be cleaned and painted shall be done in a manner to complete the Work in accordance with these Detailed Technical Specifications and within Contract Time.
3. Priming: Not later than during the same day and before the forming of rust, the cleaned surfaces shall be primed with the specified primer.
4. Stripe Coat: After the application of the first coat, all seams, edges, riser rods, lapped joints, rough areas, deviations from smooth surfaces, bolt heads and nuts, remains of erection lugs and scars, corners (including the intersection of the ladder rungs and the side rails), member intersections, and other deviations from smooth surfaces shall be primed by brush and/or roller using 10% thinned material in a contrasting color to the primer. The 10% thinned material shall be worked sufficiently into all cracks, crevices, and seams. Initial spray application of this stripe coat shall not be permitted.
5. Priming Inaccessible Areas: Should any areas exist where the intersection of two members does not allow the complete cleaning of the intersection and the members cannot be separated for cleaning (such as anchor bolt chairs, base plate-to-grout intersection, etc.), these intersections shall be post-primed with a material suitable for marginally cleaned surfaces. The material shall be recommended by the manufacturer of the interior dry paint system and shall be as follows:
  - a. Sherwin-Williams Epoxy Mastic Aluminum II,
  - b. Tnemec 135 Chembuild,
  - c. or other material favorably reviewed in writing by the ENGINEER.
6. Finish Coat: The surfaces mentioned above in paragraph 1 of this Section shall then be given a final coat of the selected paint. The finish coat color shall be white.

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7. Approved Coatings: The approved coatings for the surfaces mentioned above in paragraph 1 of this Section are intended to comply with the requirements of AWWA D102, Inside System No. 1, Two-Coat, Two-Component, Catalyzed High Build Epoxy System with the exception that the brush post-priming of the seams is required and the minimum thickness is 6 mils. Acceptable specifications and manufacturers follow; however, the CONTRACTOR is advised that all manufacturers presented below must certify that their coatings furnished are in compliance with these specifications.

a. **Sherwin Williams Company, Cleveland, OH 44115**

|                            |                 |
|----------------------------|-----------------|
| (1) Macropoxy 646          | 4.0 - 5.0 mils  |
| (2) Macropoxy 646          | 3.0 - 5.0 mils  |
| Total System Dry Thickness | 7.0 - 10.0 mils |

b. **Tnemec Company, Inc., Kansas City, MO 64141**

|  |                 |
|--|-----------------|
| (1) N140-1255 (Beige) Pota-Pox Plus or N69 Epoxoline II      | 4.0 - 5.0 mils  |
| (2) N140-15BL (Tank White) Pota-Pox Plus or N69 Epoxoline II | 3.0 - 5.0 mils  |
| Total System Dry Thickness of Logo                           | 7.0 - 10.0 mils |

**K. Specifications for Cleaning and Painting the Interior Wet Surfaces**

1. Surfaces to be Cleaned and Painted: All interior surfaces of the container, including (but not limited to) the roof, shell, bowl, access tube, manholes, accessories, threads, bolts, nuts, pins, brackets, seams, corners, etc., and the inside of the roof vent flange (with the exception of all surfaces of the vent interior and exterior, all screens, and all clog-resistant pallet materials, i.e. polyethylene, teflon, etc.), shall be cleaned and painted in accordance with the paragraphs in this Section. The exterior of the attachment flange to the roof shall be cleaned and painted in accordance with Specifications for Cleaning and Painting the Exterior Surfaces. The vent screens and the clog-resistant pallet materials shall be protected from the application of all coatings.
2. Cleaning Tank and Debris Removal: The OWNER will remove all water from the tank which will drain by gravity through the drain line. The CONTRACTOR shall remove all standing water, mud, and debris from the tank prior to starting work. All loose rust, loose paint, and dirt shall be removed from the tank interior prior to the beginning of cleaning operations. This debris shall be promptly stored in leak-proof covered dumpsters/containers on the site and disposed of in accordance with the Removal and Disposal of Cleaning Residue paragraph of the GENERAL HEALTH, SAFETY, AND ENVIRONMENTAL REQUIREMENTS Section of these Detailed Technical Specifications. Any water that enters the tank through leaking valves throughout the course of the Project shall be collected and removed from the tank by the CONTRACTOR at no additional cost to the OWNER.
3. Cleaning and Painting: The interior surfaces mentioned above in paragraph 1 of this Section shall be cleaned to a degree of cleanliness equivalent to SSPC-SP 10, Near-White Blast

**Repairing and Repainting the Interior Wet, Interior Dry, and Exterior of  
One 1,500,000 Gallon Steel Fluted Pedestal Elevated Tank  
"Maple Tank"  
Downers Grove, Illinois**

Cleaning (modified) by a method approved by the ENGINEER and OWNER. The paint and cleaning debris shall be promptly stored in leak-proof covered dumpsters/containers on the site and disposed of in accordance with the Removal and Disposal of Cleaning Residue paragraph of the GENERAL HEALTH, SAFETY, AND ENVIRONMENTAL REQUIREMENTS Section of these Detailed Technical Specifications. This debris shall be kept separate from the exterior paint and cleaning debris. The sequencing and timing of the areas to be cleaned and painted shall be done in a manner to complete the Work in accordance with these Detailed Technical Specifications and within Contract Time.

- a. Prime Coat: Before the formation of rust and after observation of the surface by the FIELD OBSERVER, all cleaned surfaces shall be primed with the first coat specified below.
  - b. Stripe Coat: After the application of the first coat, all seams, all edges, rods, rough areas, deviations from smooth surfaces, pits, bolt heads and nuts, remains of erection lugs and scars, and corners shall be primed by brush and/or roller using 10% thinned material in a contrasting color to the primer. The 10% thinned material shall be worked sufficiently into all cracks, crevices, and seams. Initial spray application of the stripe coat shall not be permitted.
  - c. Finish Coat: After the recommended drying period of the prime coat and stripe coat, a second full finish coat shall be applied.
4. Seam Sealer: After cleaning, seam sealer is to be applied to the roof vent intersection, roof manholes, and interior shell stiffener to seal these intersections from moisture. It shall be applied in a workmanlike manner, being beveled at approximately 45°. **The cost of this seam sealing is to be included in the Base Bid, separate from other applications using seam sealer which may be listed in the SPECIFICATIONS FOR REPAIRS AND ADDITIONS TO THE TANK section of these Detailed Technical Specifications and included as a separate bid item.** At the CONTRACTOR'S option, the seam sealer may be applied after the priming of the surface, providing no rust has formed on any uncoated surfaces (such as crevices between plates). This material shall be recommended by the manufacturer of the interior paint system.
- a. Sherwin Williams Steel-Seam FT910,
  - b. Tnemec Series 215 Surfacing Epoxy,
  - c. or other material favorably reviewed in writing by the ENGINEER.
5. Compliance with ANSI/NSF Standard 61: The approval of potable water tank interior coatings and sealers shall be based on written certification of compliance with ANSI/NSF Standard 61 and compliance with the requirements of state agencies. Adequate manufacturer's published product data concerning the transportation, storage, mixing, thinning, pot life, application, and curing shall be furnished to ensure that the finished product complies with ANSI/NSF Standard 61.



**Repairing and Repainting the Interior Wet, Interior Dry, and Exterior of  
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6. Certification: Manufacturers presented below must certify that their coatings furnished are in compliance with the Specifications.

7. Coatings: Acceptable coating manufacturers and specifications for the interior wet surfaces of the steel water storage tank follow, and are intended to comply with the requirements of AWWA D102-11 Inside System No. 1, Two-Coat, Two-Component Catalyzed High Build Epoxy System with the exception that 10 mils total are required, and the brush post-priming of the seams and potential holiday areas is required.

a. **The Sherwin-Williams Company, Cleveland, OH 44101**

|                              |                  |
|------------------------------|------------------|
| (1) Macropoxy 646 PW (Blue)  | 4.0 - 6.0 mils   |
| (2) Macropoxy 646 PW (White) | 5.0 - 6.0 mils   |
| Total System Dry Thickness*  | 10.0 - 12.0 mils |

\*Although the minimum thickness per coat is 4.0 and 5.0 mils respectively, the minimum total system thickness shall be 10.0 mils.

b. **Tnemec Company, Inc., Kansas City, MO 64141**

|  |                  |
|--|------------------|
| (1) N140-1255 (Beige) Pota-Pox Plus      | 4.0 - 6.0 mils   |
| (2) N140-15BL (Tank White) Pota-Pox Plus | 5.0 - 6.0 mils   |
| Total System Dry Thickness*              | 10.0 - 12.0 mils |

\*Although the minimum thickness per coat is 4.0 and 5.0 mils respectively, the minimum total system thickness shall be 10.0 mils.

8. Underwater Epoxy: The following manufacturer's underwater curing epoxy paints/gels for use at the First Anniversary Inspection are acceptable for this Project:

a. **Raven Lining Systems, Tulsa, OK 74106**

|                                   |                 |
|-----------------------------------|-----------------|
| (1) AquataPoxy A-61 Paint (White) | 8.0 - 12.0 mils |
|-----------------------------------|-----------------|

9. Flexible Sealant: After the curing of the finish coat of paint, Sikaflex-1a flexible polyurethane sealant (or equal allowed in writing by the ENGINEER) shall be applied to the unwelded lapped container roof seams, the roof stiffener-to-roof plate intersections, and the roof-to-shell junction. It shall be applied in a workmanlike manner, being beveled at approximately 45°. The color of the sealant shall be white. The sealant shall have the approval for use in potable water from the US EPA, ANSI/NSF, and any applicable local health regulatory agency.

10. Holiday Testing: All interior coatings, including those above the top capacity level, shall be checked with a holiday detector by the CONTRACTOR. Testing shall be done in accordance with Section 5.1.3 of AWWA D102-11 and NACE SP0188 in the presence of the FIELD OBSERVER. Any voids indicated shall be repaired by applying more of the finish coat of paint by brush or roller. The repaired areas shall be retested after the appropriate curing time. The coating system must pass the holiday test regardless of the mil thickness existing.

**Repairing and Repainting the Interior Wet, Interior Dry, and Exterior of  
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11. **Curing:** Each coat shall be properly cured before the application of any subsequent coats. The interior area coating shall be completely cured and the tank shall not be filled with water until approved by the ENGINEER and OWNER. The exterior coating on the opposite side of water bearing surfaces shall be completely cured and the tank shall not be filled with water until approved by the ENGINEER and OWNER. CONTRACTOR shall perform solvent rub tests, pencil hardness tests, or other industry recognized testing procedures recommended by the coating manufacturer to determine the coatings have cured prior to filling the tank. A letter from the CONTRACTOR certifying their testing results and that the interior wet coating has cured such that it is ready for immersion service shall be submitted to the ENGINEER and OWNER prior to filling the tank. The CONTRACTOR shall monitor the tank bottom plate temperature during the interior coating curing to verify that minimum steel temperature requirements are satisfied.
12. **Ventilation:** Forced ventilation shall be supplied to the interior of the tank for a period of time equal to the paint manufacturer's recommended recoat times for the prime coat and for a continuous period of at least 48 hours after the final coat has been applied. Adequate ventilation of the container bottom and other low lying areas of the tank and container shall be provided by the CONTRACTOR as required for solvent release and coating cure. This ventilation shall, at a minimum, be in accordance with AWWA D102 and shall be submitted for review. The CONTRACTOR shall furnish, install, and operate the equipment that is necessary to provide forced ventilation to aid curing. If supplementary heating or dehumidification is required to effect curing, the CONTRACTOR shall furnish, install, and operate the equipment to perform the supplementary heating or dehumidification required at no additional cost to the OWNER.
13. **Diesel Powered Equipment:** Due to possible contamination of the surfaces to be painted, diesel powered equipment shall not be used inside the tank.
14. **Recoat Cycle:** The CONTRACTOR shall review the manufacturer's published product data for minimum and maximum recoat times for the interior coating system selected for use. No succeeding coat shall be applied prior to the minimum recoat time of the preceding coat. If the maximum recoat window is exceeded prior to application of the succeeding coat, then the CONTRACTOR shall prepare the interior surfaces in accordance with the manufacturer's published product data prior to the application of the next coat. The cost for this additional surface preparation shall be borne by the CONTRACTOR with no additional cost to the OWNER. The Contract Time shall not be increased as a result of this additional surface preparation.
15. **Inlet/Outlet and Overflow Piping:** The CONTRACTOR shall be responsible for assuring that no foreign material including, but not limited to paint, abrasive, rags, or tools enter the inlet/outlet or overflow piping during the execution of the Work. Any material found in this piping at the time the tank is placed back into service shall be removed at the expense of the CONTRACTOR. To aid in preventing the entrance of foreign material, the CONTRACTOR shall drain the pipe and either tack weld a plate over the inlet/outlet pipe or place an expandable plug in the pipe. If a plate is tack welded over the pipe, the plate shall

**Repairing and Repainting the Interior Wet, Interior Dry, and Exterior of  
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completely cover the pipe and shall not be removed until the interior and exterior painting is complete. After the plate is removed the damaged areas of coating and weld burrs shall be ground smooth and recoated in accordance with the applicable paragraphs in these **Detailed Technical Specifications**. If an expandable plug is inserted in the pipe, the plug shall be placed approximately 18 in. down in the pipe to allow for proper coating of the inlet/outlet pipe. The inlet/outlet pipe interior shall be cleaned and painted approximately 1 pipe diameter below the top of the pipe.

**L. Specifications for Cleaning and Painting the Concrete Foundation**

1. Preparation: The CONTRACTOR shall dig down around the foundation to expose approximately 4 in. more of the concrete than is normally exposed (at least 10 in. from the top of concrete). Prior to any digging, the CONTRACTOR shall contact the utility hot line, Julie, Inc., Illinois One-Call System 1-800/892-0123, to have all utilities marked on the site. All concrete areas thus exposed (from the excavated ground to the base plate) shall be cleaned by blast cleaning to SSPC-SP 13, Surface Preparation of Concrete for Severe Service. Any existing coatings and other contaminants shall be removed without entirely removing the surface concrete. The aggregate shall not be exposed by the blasting operations. All efflorescence and laitance shall be removed from the surface. The cleaning operation shall be performed to open subsurface holes and voids and to produce a profile for the proper adherence of the specified coating system (equivalent to 40-60 grit sand paper). The abrasive used for the blast cleaning operations shall be a nonmetallic type abrasive. The color shall be approximately equivalent to the concrete surface to be cleaned.
2. Coating Application: All cleaned concrete areas (SSPC-SP 13) shall be given two roller-applied coats of the specified coating.
3. Approved Coatings: Acceptable coating manufacturers and specifications for the concrete and grout surfaces follow; however, the CONTRACTOR is advised that all manufacturers presented below must certify that the coatings furnished are in compliance with these Specifications. The finish coat shall be in a color matching the Tnemec color listed below.

a. **Sherwin Williams Company, Cleveland, OH 44115**

|                            |                 |
|----------------------------|-----------------|
| (1) Macropoxy 646          | 3.0 - 5.0 mils  |
| (2) Macropoxy 646          | 4.0 - 6.0 mils  |
| Total System Dry Thickness | 7.0 - 11.0 mils |

b. **Tnemec Company, Inc., Kansas City, MO 64141**

|   |                 |
|---|-----------------|
| (1) N140-15BL (Tank White) Pota-Pox Plus or<br>Series N69 Hi-Build Epoxoline II | 3.0 - 5.0 mils  |
| (2) N140-15BL (Tank White) Pota-Pox Plus or<br>Series N69 Hi-Build Epoxoline II | 4.0 - 6.0 mils  |
| Total System Dry Thickness  | 7.0 - 11.0 mils |

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4. Backfill: After the coatings have cured and been approved by the ENGINEER, the earth is to be backfilled to the original grade or left as required by the OWNER.

**M. Disinfection of the Tank and Piping**

1. Standards: The disinfection of the tank and piping shall comply with the following standards:
  - a. American Water Works Association (AWWA) - ANSI/AWWA C652-11, "Disinfection of Water-Storage Facilities."
2. Cleaning: After curing and prior to disinfecting, the CONTRACTOR shall wash the tank interior with potable water. All equipment, including brooms, brushes, spray equipment, and worker's boots, shall be disinfected before they are used to clean the water storage facility. The CONTRACTOR shall supply an adequate flow of water (20 gpm minimum) with sufficient pressure (60 psi minimum at the nozzle) to wash thoroughly all the interior surfaces, including those surfaces above the top capacity level. All residue shall be removed from the tank and shall be disposed of properly.
3. Disinfection: It is the CONTRACTOR'S responsibility to flush and disinfect the tank until two consecutive satisfactory water samples are reported from the OWNER'S selected laboratory. Method 3 (Section 4.3.3) or Method 2 (Section 4.3.2) of AWWA C652-11 shall be used. The OWNER shall take and send in the samples to the laboratory, but shall assume no responsibility for the sampling technique or the care of the samples. The stored tank water shall comply with current state and US EPA standards for organic, inorganic, and biological contaminants as influenced by the operations of the CONTRACTOR.

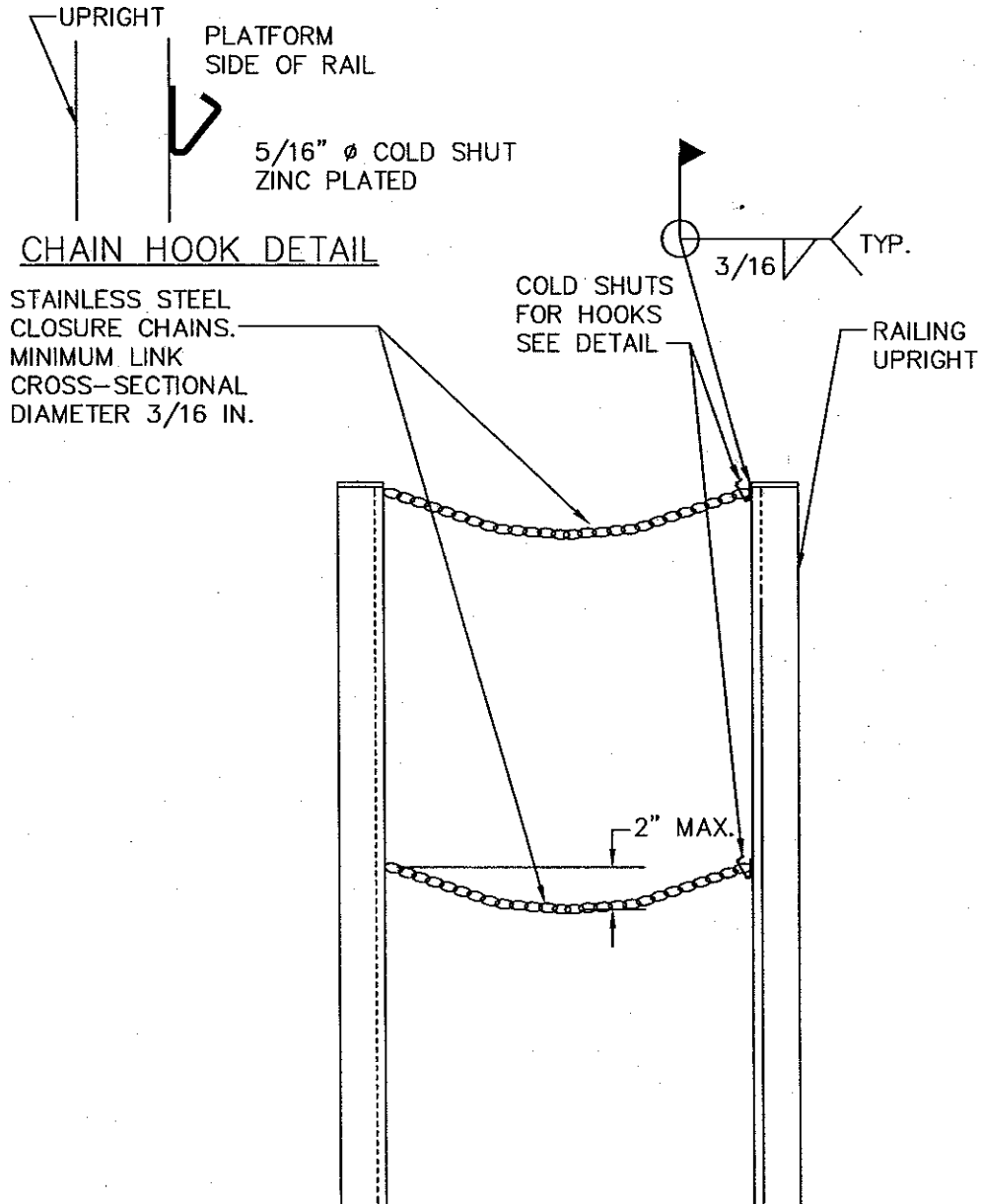
**N. Unanticipated Additional Work (Bid Item 6)**

It is believed that these Detailed Technical Specifications adequately describe the Work to be performed. If during the Work, it is found that additional Work is required and it is authorized in writing by the ENGINEER and OWNER, **this Work shall be paid for per single man-hour, including all welding, equipment, normal rigging, labor, supplies, overhead, insurance, and profit. The number of unanticipated additional work man-hours shall be paid for by the unit price in Bid Item 6.**

END OF DETAILED TECHNICAL SPECIFICATIONS

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# CLOSURE CHAINS



NOT TO SCALE

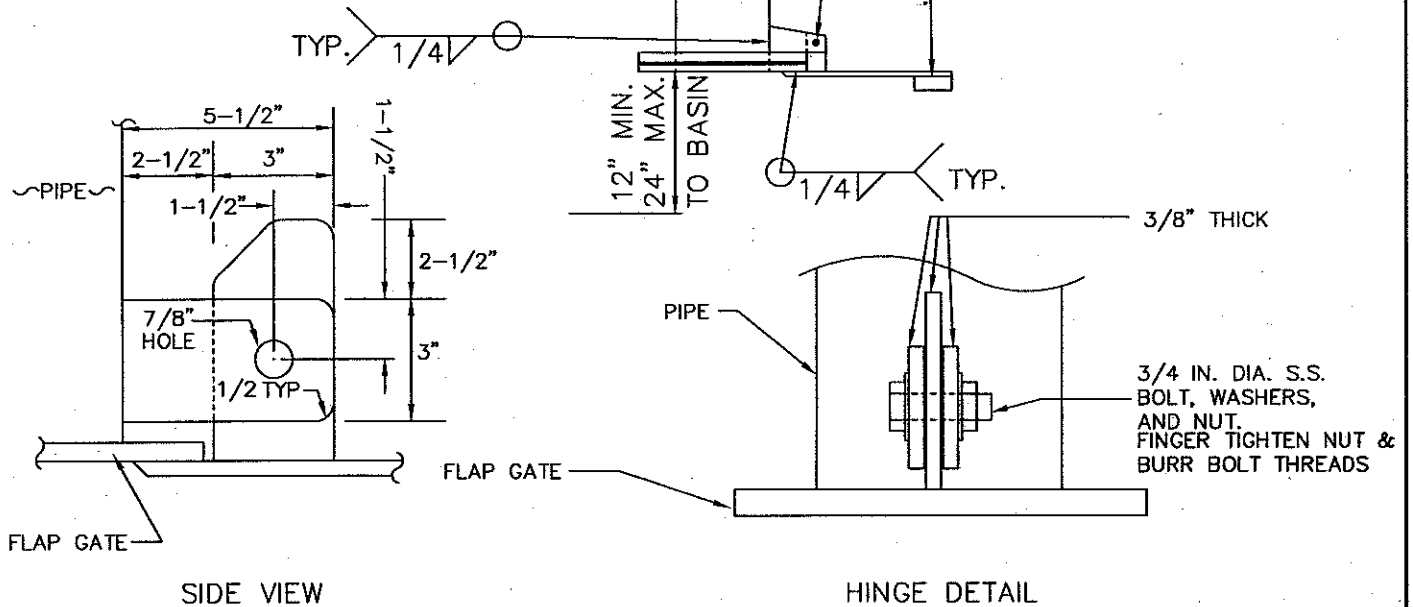
# OVERFLOW PIPE SCREENED FLAP GATE

3/4 IN. DIA. 304 SS  
BOLT W/ THREADS PEENED  
TO PREVENT REMOVAL

CLEAN, PAINT AND CURE FLAP  
GATE PRIOR TO ASSEMBLY.

REMOVE EXISTING FLANGE PRIOR  
TO INSTALLING FLAP GATE

COUNTERWEIGHT AS  
NECESSARY TO PROVIDE  
POSITIVE CLOSURE



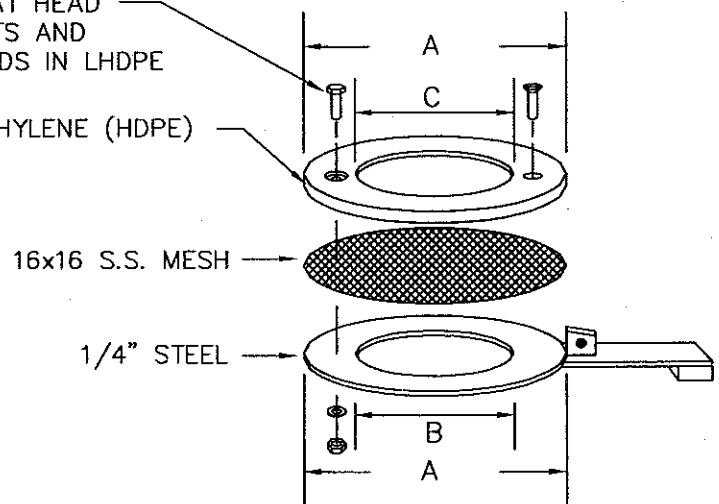
SIDE VIEW

HINGE DETAIL

## HINGE DETAIL

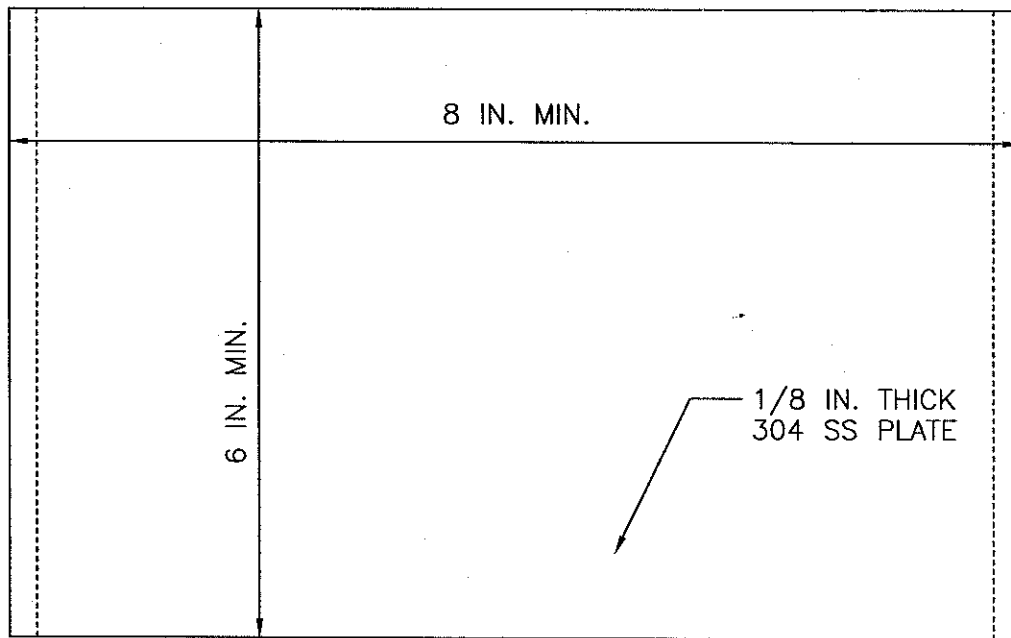
10 - 1/4" DIA. X 1" LONG S.S. FLAT HEAD  
OR HEX HEAD CAP SCREWS W/ NUTS AND  
WASHERS. COUNTERSINK BOLT HEADS IN LHDPE

1/2" LINEAR HIGH DENSITY POLYETHYLENE (HDPE)

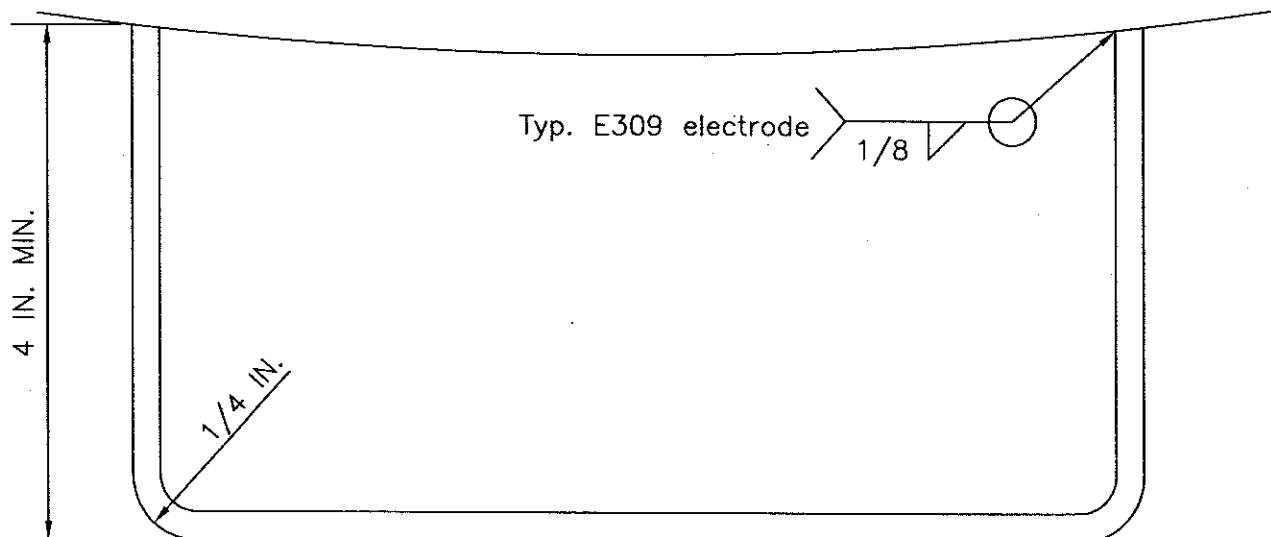


|                |            |
|----------------|------------|
| PIPE           | 12 IN.     |
| A              | 16-1/2 IN. |
| B              | 12-1/2 IN. |
| C              | 12 IN.     |
| BOLT<br>CIRCLE | 14-1/2 IN. |

# NAMEPLATE ATTACHMENT BRACKET

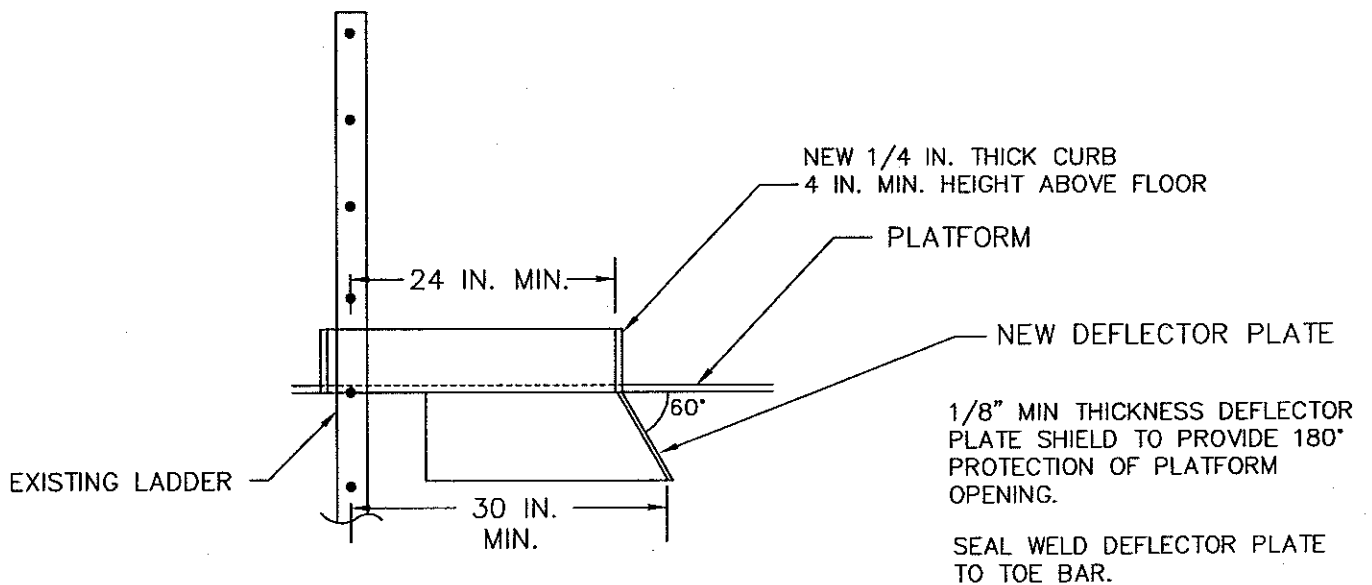
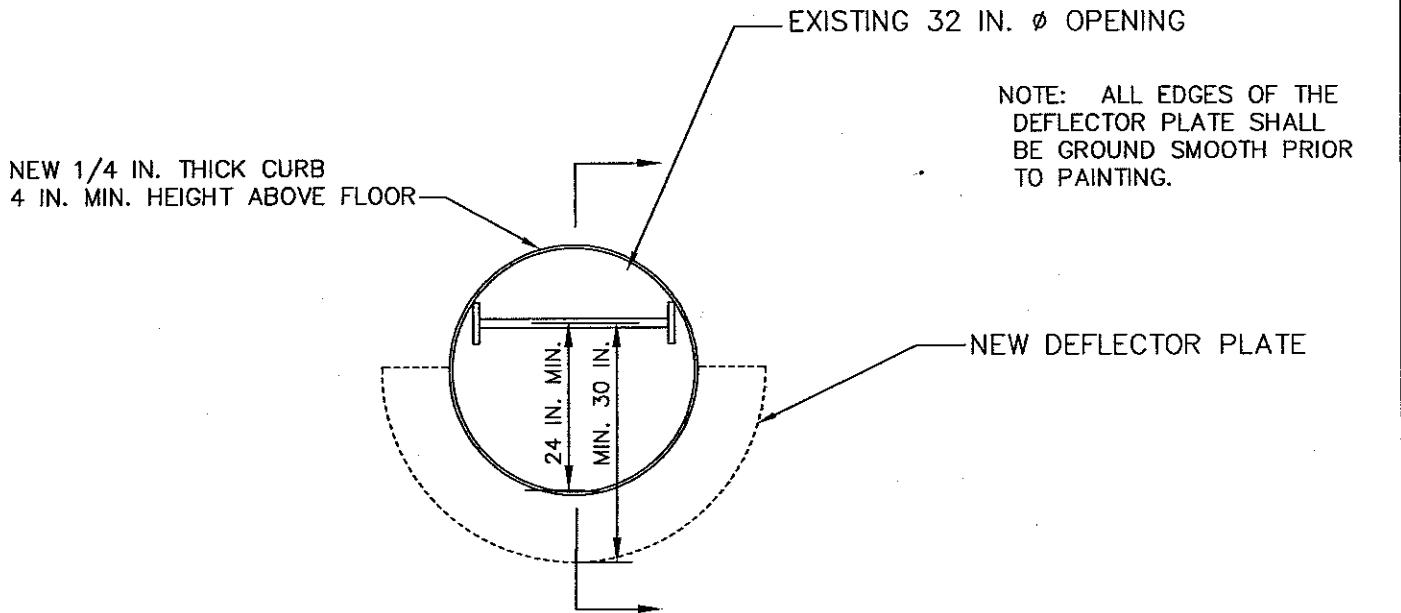


MOUNT NAMEPLATE TO BRACKET WITH NO. 12 STOVE BOLTS (304 S.S.)  
CLEAN, PAINT AND CURE BRACKET PRIOR TO INSTALLING NAMEPLATE.



DRILL ALL HOLES FOR ATTACHMENT OF NAMEPLATE TO BRACKET PRIOR TO CLEANING.  
PROTECT NAMEPLATE FROM DAMAGE DURING CLEANING.  
PROTECT NAMEPLATE FROM APPLICATION OF COATING ON EXPOSED SURFACE.

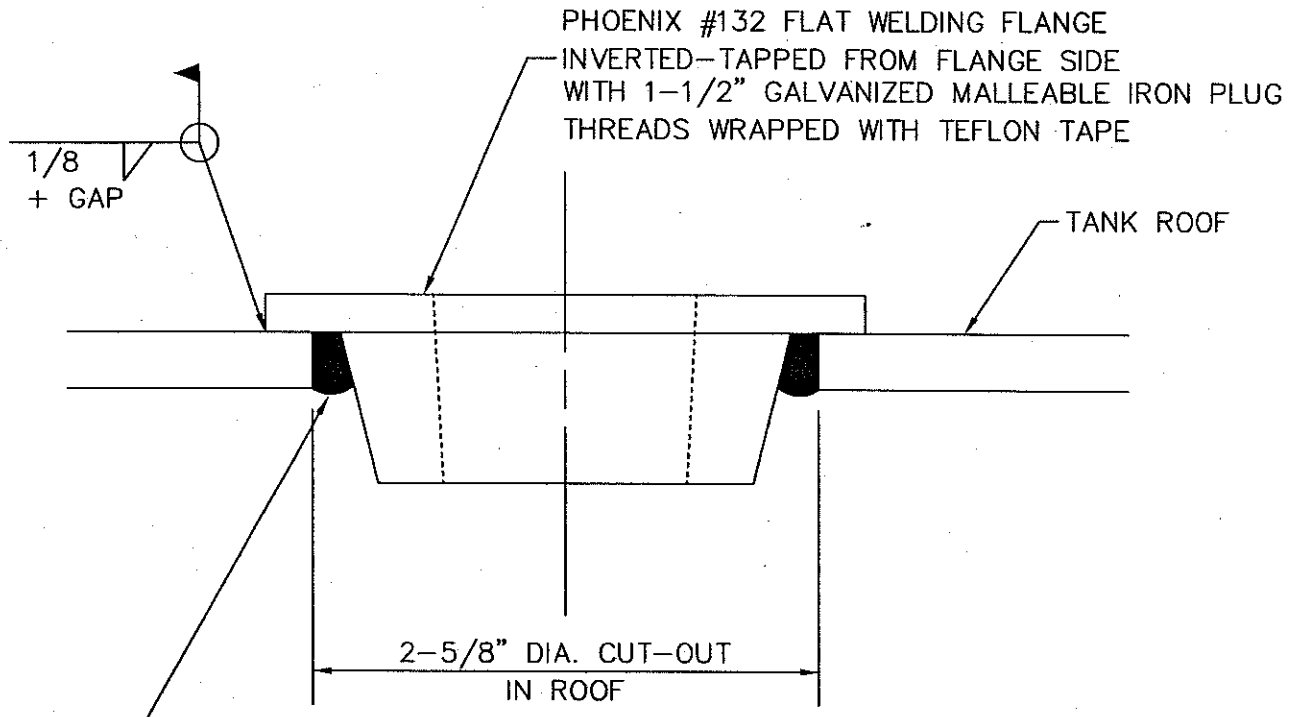
# TOP PLATFORM MANHOLE



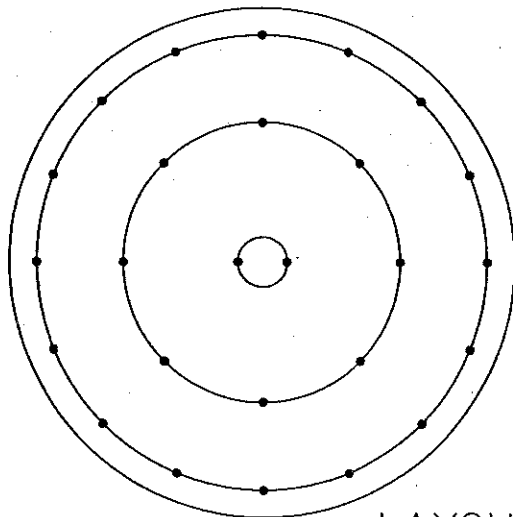
SIDE VIEW



# ROOF SCAFFOLD RIGGING OPENING



APPLY FLEXIBLE POLYURETHANE SEALANT TO INTERIOR JOINT AFTER COUPLING IS INSTALLED AND AFTER PAINT IS CURED. NO COUPLINGS SHALL BE INSTALLED BELOW THE TOP CAPACITY LEVEL.



LAYOUT

| RADIUS | # OF COUPLINGS |
|--------|----------------|
| 4'     | 2              |
| 22'    | 8              |
| 41'    | 16             |
| TOTAL  | 26             |

# SUMMARIZED TANK INFORMATION SHEET

## "MAPLE TANK"

**ENGINEER:** Tank Industry Consultants  
**TANK OWNER:** Village of Downers Grove  
**CAPACITY:** 1,500,000 gallons  
**HEIGHT:** approx. 77 ft 6 in. to bottom capacity level  
**TYPE:** welded steel fluted pedestal elevated tank  
**ERECTION DATE:** 1988, CBI Na-Con, Inc.  
**CONTRACT NUMBER:** C70698  
**TANK LOCATION:** off of Maple Avenue in Downers Grove, Illinois

**PAINT SYSTEMS:** Generic Type (appeared to be the following)

**Exterior:** polyurethane  
**Interior Dry:** epoxy  
**Interior Wet:** epoxy

### Atomic Absorption:

|                     | Cadmium |          | Chromium |         | Lead  |         |
|---------------------|---------|----------|----------|---------|-------|---------|
|                     | mg/kg   | percent  | mg/kg    | percent | mg/kg | percent |
| <b>Exterior</b>     | <25     | <0.0025% | <250     | <0.025% | <250  | <0.025% |
| <b>Interior Dry</b> | <25     | <0.0025% | <250     | <0.025% | 289   | 0.0289% |
| <b>Interior Wet</b> | <25     | <0.0025% | <250     | <0.025% | <250  | <0.025% |

Samples of the exterior, interior dry, and interior wet coatings were sent to a laboratory for atomic absorption analyses only to determine if there is lead, chromium, and cadmium present in the coating samples. To limit the damage to the existing coatings, only small areas were tested. This small number of samples and the difficulty of retrieving all primer from the steel profile may cause the tests performed to not accurately represent the total coating system. Variations in thickness, types of coatings applied, and the interim cleaning and painting operations will also affect the actual readings. The reliability of the results is also dependent on the amount of primer included in the sample. The Consumer Product Safety Commission specifies that an amount greater than 600 mg/kg (0.06%) lead is considered potentially hazardous.

**DISCLAIMER:** The information contained in this Summarized Tank Information Sheet is not considered technical in nature. Therefore, the Contractor is not entitled to rely on any information contained in such reports. Interpretation of this data is the responsibility of the Bidder. Such information is made available to the Bidder as a courtesy only. It is further agreed and understood that the Bidder or the Contractor will not use any information made available to him, or obtained by any examination made by him, in any manner as a basis or ground of claim or demand of any nature against the Owner or Engineer arising from or by reason of any variance which may exist between the information offered and the actual materials and structures encountered during the construction work.

**REFERENCES:** A complete scope of Work can be found in the Detailed Technical Specifications. Additional information about the tank may be found in the evaluation report (TIC 11.270.H313.005) dated January 10, 2012. The information contained in this evaluation report is also not considered technical in nature.

## **APPLICATION FOR PAYMENT**

### **INSTRUCTIONS**

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#### **A. GENERAL INFORMATION**

The sample form of Schedule of Values is intended as a guide only. Many projects require a more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site, and other information. It is expected that a separate form will be developed by Engineer and Contractor at the time Contractor's Schedule of Values is finalized. Note also that the format for retainage must be changed if the Contract permits (or the law provides), and Contractor elects to deposit securities in lieu of retainage. Refer to Article 14 of the General Conditions for provisions concerning payments to Contractor.

#### **B. COMPLETING THE FORM**

The Schedule of Values, submitted and reviewed as provided in paragraphs 2.05.B.3 and 2.07 of the General Conditions, should be reproduced as appropriate in the space indicated on the Application for Payment form. Note that the cost of materials and equipment is often listed separately from the cost of installation. Also, note that each Unit Price is deemed to include Contractor's overhead and profit.

All Change Orders affecting the Contract Price should be identified and included in the Schedule of Values as required for progress payments.

The form is suitable for use in the Final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

#### **C. LEGAL REVIEW**

All accompanying documentation of a legal nature, such as Lien waivers, should be reviewed by an attorney, and Engineer should so advise Owner.

**APPLICATION FOR PAYMENT NO. \_\_\_\_\_**

To: Village of Downers Grove (OWNER)

From: \_\_\_\_\_ (CONTRACTOR)

Contract: Repairing and Repainting of 1,500,000 Gallon Steel Fluted Pedestal Elevated Tank, "Maple Tank"

OWNER'S Contract No. \_\_\_\_\_ ENGINEER'S Project No. 11.270.H313.005

For Work accomplished through the date of: \_\_\_\_\_

|    |  |    |       |
|----|--|----|-------|
| 1. | Original Contract Price:                                       | \$ | _____ |
| 2. | Net Change by Change Orders and Written Amendments (+ or -):   | \$ | _____ |
| 3. | Current Contract Price (1 plus 2):                             | \$ | _____ |
| 4. | Total Completed and stored to date:                            | \$ | _____ |
| 5. | Retainage (per Agreement):                                     |    |       |
|    | _____ % of completed Work:                                     | \$ | _____ |
|    | _____ % of stored material:                                    | \$ | _____ |
|    | Total Retainage:   | \$ | _____ |
| 6. | Total completed and stored to date less retainage (4 minus 5): | \$ | _____ |
| 7. | Less previous Application for Payments:                        | \$ | _____ |
| 8. | <b>DUE THIS APPLICATION (6 MINUS 7):</b>                       | \$ | _____ |

Accompanying Documentation:

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated \_\_\_\_\_ CONTRACTOR

By: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_

Notary Public  
My Commission expires: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated \_\_\_\_\_ ENGINEER

By: \_\_\_\_\_

Project: Maple Tank, Downers Grove, Illinois TIC Job Number: 11.270.H313.005 Application No. \_\_\_\_\_ Date: \_\_\_\_\_  
 Period From \_\_\_\_\_ to \_\_\_\_\_

| Description of Work | Unit Price | Estimated Quantity | Scheduled Value | Work Completed       |             | Total Completed & Stored to Date | Balance to Finish | Retainage |
|---------------------|------------|--------------------|-----------------|----------------------|-------------|----------------------------------|-------------------|-----------|
|                     |            |                    |                 | Previous Application | This Period |                                  |                   |           |
| 1.                  | \$         |                    | \$              | \$                   | \$          | \$                               | \$                | \$        |
| 2.                  |            |                    |                 |                      |             |                                  |                   |           |
| 3.                  |            |                    |                 |                      |             |                                  |                   |           |
| 4.                  |            |                    |                 |                      |             |                                  |                   |           |
| 5.                  |            |                    |                 |                      |             |                                  |                   |           |
| 6.                  |            |                    |                 |                      |             |                                  |                   |           |
| 7.                  |            |                    |                 |                      |             |                                  |                   |           |
| 8.                  |            |                    |                 |                      |             |                                  |                   |           |
| 9.                  |            |                    |                 |                      |             |                                  |                   |           |
| 10.                 |            |                    |                 |                      |             |                                  |                   |           |
| 11.                 |            |                    |                 |                      |             |                                  |                   |           |
| 12.                 |            |                    |                 |                      |             |                                  |                   |           |
| 13.                 |            |                    |                 |                      |             |                                  |                   |           |
| 14.                 |            |                    |                 |                      |             |                                  |                   |           |
| 15.                 |            |                    |                 |                      |             |                                  |                   |           |
| 16.                 |            |                    |                 |                      |             |                                  |                   |           |
| 17.                 |            |                    |                 |                      |             |                                  |                   |           |
| 18.                 |            |                    |                 |                      |             |                                  |                   |           |
| 19.                 |            |                    |                 |                      |             |                                  |                   |           |
| 20.                 |            |                    |                 |                      |             |                                  |                   |           |
| 21.                 |            |                    |                 |                      |             |                                  |                   |           |
| 22.                 |            |                    |                 |                      |             |                                  |                   |           |
| 23.                 |            |                    |                 |                      |             |                                  |                   |           |
| 24.                 |            |                    |                 |                      |             |                                  |                   |           |
| 25.                 |            |                    |                 |                      |             |                                  |                   |           |
| 26.                 |            |                    |                 |                      |             |                                  |                   |           |
| 27.                 |            |                    |                 |                      |             |                                  |                   |           |
| 28.                 |            |                    |                 |                      |             |                                  |                   |           |
| 29.                 |            |                    |                 |                      |             |                                  |                   |           |
| 30.                 |            |                    |                 |                      |             |                                  |                   |           |
| <b>TOTAL</b>        |            |                    | \$              | \$                   | \$          | \$                               | \$                | \$        |

Note: Total Schedule of Values Amount should equal the current Contract Price.

# Job Safety Analysis Form

JOB SAFETY ANALYSIS - (Enter Activity Name Here)

| INSTRUCTIONS (see page 2)                                  | TITLE OF PERSON WHO DOES JOB: | SUPERVISOR:       | ANALYSIS BY:                    |
|--|-------------------------------|-------------------|---------------------------------|
| COMPANY/ORGANIZATION:                                      |                               | PLANT/LOCATION:   | DEPARTMENT:                     |
| REQUIRED AND/OR RECOMMENDED PERSONAL PROTECTIVE EQUIPMENT: |                               |                   | REVIEWED BY:                    |
| SEQUENCE OF BASIC JOB STEPS                                |                               |                   | APPROVED BY:                    |
|  |                               | POTENTIAL HAZARDS | RECOMMENDED ACTION OR PROCEDURE |
| 1.   |                               | 1.                |                                 |
| 2.   |                               | 2.                |                                 |
| 3.   |                               | 3.                |                                 |
| 4.   |                               | 4.                |                                 |
| 5.   |                               | 5.                |                                 |
|  |                               |                   |                                 |
|  |                               |                   |                                 |
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|  |                               |                   |                                 |
|  |                               |                   |                                 |

**APPENDIX**

**CONSTRUCTION - CONTRACTOR SAFETY CHECKLIST**

**Project:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**General Contractor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**This safety checklist references the Code of Federal Regulations (CFR) Title 29 Part 1926.**

Safety Submittals

- The Contractor shall submit the Contractor's Company Safety Plan, Site Specific Safety Plan (IIPP), and Job Safety Analysis.

Worksite Safety

- The Contractor shall provide general and health provisions with environmental controls in accordance with CFR Title 29 Part 1926 Subpart A, Subpart B, Subpart C, Subpart D, and other applicable Subparts, including state and local requirements.
- The Contractor shall provide traffic control in accordance with Public agency requirements as shown on the approved Traffic Control Plan for the project.
- Will the Contractor have a first aid kit on the job site?     **YES**             **NO**
- Will the Contractor enforce a drug free workplace?     **YES**             **NO**

Personal Safety

- The Contractor shall provide personal protective and life saving equipment in accordance with CFR Title 29 Part 1926 Subpart E and other applicable Subparts, including state and local requirements.

Fire Protection and Prevention

- The Contractor shall provide fire protection and prevention equipment in accordance with CFR Title 29 Part 1926 Subpart F and other applicable Subparts, including state and local requirements.
- Has Contractor developed fire prevention program     **YES**             **NO**  
29CFR 1926.24

# Job Safety Analysis Form

## INSTRUCTIONS FOR COMPLETING JOB SAFETY ANALYSIS FORM

Job Safety Analysis (JSA) is an important accident prevention tool that works by finding hazards and eliminating or minimizing them before the job is performed, and before they have a chance to become accidents. Use your JSA for job clarification and hazard awareness, as a guide in new employee training, for periodic contacts and for retraining of senior employees, as a refresher on

jobs which run infrequently, as an accident investigation tool, and for informing employees of specific job hazards and protective measures.

Set priorities for doing JSAs: jobs that have a history of many accidents, jobs that have produced disabling injuries, jobs with high potential for disabling injury or death, and new jobs with no accident history.

Here's how to do each of the three parts of a Job Safety Analysis:

| SEQUENCE OF BASIC JOB STEPS  | POTENTIAL HAZARDS  | RECOMMENDED ACTION OR PROCEDURE  |
|--|--|--|
| <p>Break the job down into steps. Each of the steps of a job should accomplish some major task. The task will consist of a set of movements. Look at the first set of movements used to perform a task, and then determine the next logical set of movements. For example, the job might be to move a box from a conveyor in the receiving area to a shelf in the storage area. How does that break down into job steps? Picking up the box from the conveyor and putting it on a handtruck is one logical set of movements, so it is one job step. Everything related to that one logical set of movements is part of that job step.</p> <p>The next logical set of movements might be pushing the loaded handtruck to the storeroom. Removing the boxes from the truck and placing them on the shelf is another logical set of movements. And finally, returning the handtruck to the receiving area might be the final step in this type of job.</p> <p>Be sure to list all the steps in a job. Some steps might not be done each time—checking the casters on a handtruck, for example. However, that task is part of the job as a whole, and should be listed and analyzed.</p> | <p>Identify the hazards associated with each step. Examine each step to find and identify hazards—actions, conditions, and possibilities that could lead to an accident.</p> <p>It's not enough to look at the obvious hazards. It's also important to look at the entire environment and discover every conceivable hazard that might exist.</p> <p>Be sure to list health hazards as well, even though the harmful effect may not be immediate. A good example is the harmful effect of inhaling a solvent or chemical dust over a long period of time.</p> <p>It's important to list <i>all</i> hazards. Hazards contribute to accidents, injuries and occupational illnesses.</p> <p>In order to do part three of a JSA effectively, you must identify potential and existing hazards. That's why it's important to distinguish between a hazard, an accident and an injury. Each of these items has a specific meaning:</p> <p><b>Hazard</b> — A potential <i>danger</i>. Oil on the floor is a <i>hazard</i>.<br/> <b>Accident</b> — An unintended <i>happening</i> that may result in injury, loss or damage. Slipping on the oil is an <i>accident</i>.<br/> <b>Injury</b> — the <i>result</i> of an accident. A sprained wrist from the fall would be an <i>injury</i>.</p> <p>Some people find it easier to identify possible accidents and illnesses and work back from them to the hazards. If you do that, you can list the accident and illness types in parentheses following the hazard. But be sure you focus on the <i>hazard</i> for developing recommended actions and safe work procedures.</p> | <p>Using the first two columns as a guide, decide what actions are necessary to eliminate or minimize the hazards that could lead to an accident, injury, or occupational illness.</p> <p>Among the actions that can be taken are: 1) engineering the hazard out; 2) providing personal protective equipment; 3) job instruction training; 4) good housekeeping; and 5) good ergonomics (positioning the person in relation to the machine or other elements in the environment in such a way as to eliminate stresses and strains.)</p> <p>List recommended safe operating procedures on the form, and also list required or recommended personal protective equipment for each step of the job.</p> <p>Be specific. Say <i>exactly</i> what needs to be done to correct the hazard, such as "lift, using your leg muscles." Avoid general statements like "be careful."</p> <p>Give a recommended action or procedure for every hazard.</p> <p>If the hazard is a serious one, it should be corrected immediately. The JSA should then be changed to reflect the new conditions.</p> |



Electrical Safety

- The Contractor shall ensure all electrical conductors and equipment are approved and in accordance with CFR Title 29 Part 1926 Subpart K and other applicable Subparts, including state and local requirements.
- Will contractor ensure all pull boxes, junction boxes, and fitting are covered. If metal covers are used, they shall be grounded.  YES  NO  
29CFR 1926.405(b) (2)
- Will contractor maintain a Lockout and tagging of circuits?  YES  NO  
29CFR 1926.417

Hazard Communication

- The contractor shall insure that the hazards of all chemicals produced or imported are evaluated, and that information concerning their hazards is transmitted to employers and employees. This transmittal of information shall include container labeling and other forms of warning, material safety data sheets (MSDS) and employee training.

Location of contractor MSDS on site: \_\_\_\_\_

The Contractor shall conform with the provisions of CFR Title 29 Part 1910.1200 (e)(1), (e)(2), (f)(1),(g)(1),(h)(1) and (2)(i) through (iii) made applicable to construction by 1926.59, and other applicable Subparts, including state and local requirements.

Signs, Signals, and Barricades

- The Contractor shall provide signs, signals, and barricades in accordance with CFR Title 29 Part 1926 Subpart G and other applicable Subparts, including state and local requirements.

Material and Equipment Safety

- The Contractor shall handle, store, stack, rack, block, interlock, use and dispose of materials in accordance with CFR Title 29 Part 1926 Subpart H and other applicable Subparts, including state and local requirements.
- Will contractor use power industrial trucks (forklifts) on site?  YES  NO
- Have power industrial truck (forklift) operators received training?  YES  NO  
29CFR 1910.178(l) (1)
- Where will the Contractor's materials, equipment and vehicles will be stored and parked?

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

Hand and Power Tool Safety

- The Contractor shall ensure all hand and power tools and similar equipment, whether furnished by the employer or the employee, shall be maintained in a safe condition in accordance with CFR Title 29 Part 1926 Subpart I and other applicable Subparts, including state and local requirements.

Welding and Cutting Safety

- The Contractor shall ensure suitable fire extinguishing equipment is available and maintained in accordance with CFR Title 29 Part 1926 Subpart J and other applicable Subparts, including state and local requirements.

Scaffolding Safety

- The Contractor shall ensure all scaffolding is designed, erected, and maintained in accordance with CFR Title 29 Part 1926 Subpart L and other applicable Subparts, including state and local requirements.
- Will contractor erect or dismantle scaffolding?  YES  NO  
29CFR 1926.451(e) (9) (i)
- Contractor's scaffolding erection/ dismantling competent person for project is:

---

**Name and Phone Number**

Confined Space Entry

- The Contractor's working in confined spaces shall comply with CFR Title 29 Part 1910.146, Permit-required confined spaces.
- Contractor working in confined spaces?  YES  NO
- Contractor has a confined space program in place?  YES  NO
- Contractor's confined space competent person for project is:

---

**Name and Phone Number**

Fall Safety

- The Contractor shall provide fall protection in accordance with CFR Title 29 Part 1926 Subpart M and other applicable Subparts, including state and local requirements.
- Has a competent person trained affected employees?  YES  NO  
29CFR 1926.503(a)(2)
- Contractor's fall safety competent person for this project is:

---

**Name and Phone Number**

Crane, Derricks, Hoists, Elevators, and Conveyor Safety

- The Contractor shall ensure hoisting equipment is inspected, maintained, and operated in accordance with CFR Title 29 Part 1926 Subpart N and other applicable Subparts, including state and local requirements.
- Contractor will use authorized, qualified employees to operate cranes, including mobile and tower cranes or hoisting apparatus.  YES  NO  
8 CCR 5006, 5006.1

Trenching/Excavation Safety

- The Contractor shall conduct all excavations in accordance with CFR Title 29 Part 1926 Subpart P and other applicable Subparts including state and local requirements.
- Will a competent person be on site conducting inspections?  YES  NO  
1926.651(k)(1)
- Contractor's excavation safety competent person for this project is:

---

**Name and Phone Number**

Steel Erection Safety

- The Contractor shall ensure steel erection is in accordance with CFR Title 29 Part 1926 Subpart R and other applicable Subparts including state and local requirements.
- Has Contractor provided a training program for all employees exposed to fall hazards? 1926.761(b)(2)  YES  NO

Other

- The Contractor shall incorporate all applicable Subparts of the CFR Title 29 Part 1926, including state and local requirements as required for the project.

*The topics covered above are intended as generic, non-exhaustive overview of hazards related to plant construction. This checklist does not alter or absolve the Contractor from compliance responsibilities set forth in the OSHA standards themselves, and the Occupational Safety and Health Act. By signing below, the contractor is NOT absolved from full responsibility for complying with all local, state, federal regulations.*

---

**Authorized Contractor Representative (Sign and Date)**

# DAILY JOBSITE SAFETY SURVEY REPORT

To be completed by Contractor and submitted to Resident Project Representative on a daily basis

Job # \_\_\_\_\_ Job Name/Location \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Contractor Competent  
Person (Printed)

Contractor  
Competent Person  
(signature)

| O.K.   | Corrective Action Required                     | Not Inspected, N/A       | Corrected                |
|--|--|--------------------------|--------------------------|
| <b>1. Personal Protective Equipment Worn</b> |  |                          |                          |
|  | Hard Hats                                      | <input type="checkbox"/> | <input type="checkbox"/> |
|  | Eye Protection                                 | <input type="checkbox"/> | <input type="checkbox"/> |
|  | Hearing Protection                             | <input type="checkbox"/> | <input type="checkbox"/> |
|  | Respirators                                    | <input type="checkbox"/> | <input type="checkbox"/> |
|  | Protective Clothing                            | <input type="checkbox"/> | <input type="checkbox"/> |
|  | Protective Footwear                            | <input type="checkbox"/> | <input type="checkbox"/> |
|  | Fall Protection                                | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>2. Housekeeping</b>                       |  |                          |                          |
|  | Waste/Hazardous Waste Properly Stored          | <input type="checkbox"/> | <input type="checkbox"/> |
|  | Waste testing completed                        | <input type="checkbox"/> | <input type="checkbox"/> |
|  | Debris Removal                                 | <input type="checkbox"/> | <input type="checkbox"/> |
|  | Daily Site Clean-Up                            | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>3. Ladders/Stairs</b>                     |  |                          |                          |
|  | Ladders in good condition                      | <input type="checkbox"/> | <input type="checkbox"/> |
|  | Ladders tied off                               | <input type="checkbox"/> | <input type="checkbox"/> |
|  | Extends 36" above landing                      | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>4. Open Floors and sides</b>              |  |                          |                          |
|  | Perimeter guardrail in place                   | <input type="checkbox"/> | <input type="checkbox"/> |
|  | Floor Openings covered / protected             | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>5. Scaffolds</b>                          |  |                          |                          |
|  | Guardrails, toeboards, access points in place. | <input type="checkbox"/> | <input type="checkbox"/> |
|  | Rigged IAW OSHA requirements                   | <input type="checkbox"/> | <input type="checkbox"/> |
|  | In good condition and inspect.                 | <input type="checkbox"/> | <input type="checkbox"/> |

| O.K.                             | Corrective Action Required                                 | Not Inspected, N/A       | Corrected                |
|----------------------------------|--|--------------------------|--------------------------|
| <b>7. Fire Protection</b>        |  |                          |                          |
|                                  | Adequate extinguishers in place.                           | <input type="checkbox"/> | <input type="checkbox"/> |
|                                  | Flammable material properly stored.                        | <input type="checkbox"/> | <input type="checkbox"/> |
|                                  | Fire watch in place for Welding/Cutting.                   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>8. Tools</b>                  |  |                          |                          |
|                                  | Good condition   | <input type="checkbox"/> | <input type="checkbox"/> |
|                                  | Tool guards in place.                                      | <input type="checkbox"/> | <input type="checkbox"/> |
|                                  | Power Cords in good condition.                             | <input type="checkbox"/> | <input type="checkbox"/> |
|                                  | Temporary Power Boxes in good condition.                   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>9. Site/Public Protection</b> |  |                          |                          |
|                                  | Fences in place.   | <input type="checkbox"/> | <input type="checkbox"/> |
|                                  | Barricades in place.                                       | <input type="checkbox"/> | <input type="checkbox"/> |
|                                  | Safety signage posted.                                     | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>10. Weather Hazard</b>        |  |                          |                          |
|                                  | High Winds   | <input type="checkbox"/> | <input type="checkbox"/> |
|                                  | Rain   | <input type="checkbox"/> | <input type="checkbox"/> |
|                                  | Temperature (Too High or Too Low)                          | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>10. First Aid</b>             |  |                          |                          |
|                                  | Trained Personnel on site.                                 | <input type="checkbox"/> | <input type="checkbox"/> |
|                                  | Kits/Supplies on site and maintained.                      | <input type="checkbox"/> | <input type="checkbox"/> |
|                                  | Sanitation/Water available to workforce.                   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>11. Programs/Information</b>  |  |                          |                          |
|                                  | JSA Reviewed with workforce.                               | <input type="checkbox"/> | <input type="checkbox"/> |
|                                  | New Hire Orientation                                       | <input type="checkbox"/> | <input type="checkbox"/> |
|                                  | Hazardous Substances identified and MSDS sheets available. | <input type="checkbox"/> | <input type="checkbox"/> |
|                                  | Safety Meetings conducted weekly.                          | <input type="checkbox"/> | <input type="checkbox"/> |
|                                  | Safety Signs Posted.                                       | <input type="checkbox"/> | <input type="checkbox"/> |

**6. Electrical**

|   |  |  |
|---|--|--|
| Adequate Lighting                             |  |  |
| Grounded/GFCI protected                       |  |  |
|   |  |  |
| Cords, plugs & receptacles in good condition. |  |  |

**12. Confined Space Entry:**

|                                     |  |  |
|-------------------------------------|--|--|
| Gas testing conducted.              |  |  |
| Permit Required confined space?     |  |  |
| Non permit required confined space? |  |  |

Number of Men in Crew: \_\_\_\_\_

Names of Crew Members:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Work Day Safety Comments:

Any safety accidents/incidents during the work day ?

Were the accidents/incidents reported to the appropriate parties ?



**SUBMITTAL CHECK LIST**

| <u>Sub. No.</u> | <u>Item</u>  | <u>Submit By</u> | <u>Date Received</u> | <u>Date Reviewed</u> | <u>Previous Sub. No.</u> | <u>Status</u> |
|-----------------|--|------------------|----------------------|----------------------|--------------------------|---------------|
| 1.              | Insurance Certificate  | CD               |                      |                      |                          |               |
| 2.              | Proposed Method of Containment w/ P.E. Stamp   | CD + 15 days     |                      |                      |                          |               |
| 3.              | Details of Reinforcing Pads Between Tank and Attachments   | CD + 15 days     |                      |                      |                          |               |
| 4.              | Name of Competent Person   | CD + 15 days     |                      |                      |                          |               |
| 5.              | A letter (on company letterhead) from the Contractor stating/certifying that the Contractor's Competent Person(S) has/have received training in accordance with local, state, and federal regulations      | CD + 15 days     |                      |                      |                          |               |
| 6.              | Documentation of Training for Support Personnel  | CD + 15 days     |                      |                      |                          |               |
| 7.              | Welder(s) Certification (submitted at site)  | prior to welding |                      |                      |                          |               |
| 8.              | Work Safety Program  | CD + 15 days     |                      |                      |                          |               |
| 9.              | Personnel Air Monitoring Program   | CD + 15 days     |                      |                      |                          |               |
| 10.             | Confined Space Entry Procedure   | CD + 15 days     |                      |                      |                          |               |
| 11.             | Traffic Control Plan   | CD + 15 days     |                      |                      |                          |               |
| 12.             | Public Safety Plan   | CD + 15 days     |                      |                      |                          |               |
| 13.             | Bar Chart or Progress Schedule   | CD + 15 days     |                      |                      |                          |               |
| 14.             | Schedule of Values   | CD + 15 days     |                      |                      |                          |               |
| 15.             | Submittal for Times of Work  | CD + 15 days     |                      |                      |                          |               |
| 16.             | Descriptive written plan concerning how abrasive and/or paint damage to automobiles and property will be handled, including a process for quick removal of the abrasive or paint, and who will do the Work | CD + 15 days     |                      |                      |                          |               |
| 17.             | Details of repairs if <b>different</b> from drawings   | CD + 20 days     |                      |                      |                          |               |
| 18.             | Exterior Prime Coat - Supplier, Type, PDS  | CD + 20 days     |                      |                      |                          |               |
| 19.             | Exterior Intermediate Coat - Supplier, Type, PDS   | CD + 20 days     |                      |                      |                          |               |
| 20.             | Exterior Finish Coat - Supplier, Type, PDS   | CD + 20 days     |                      |                      |                          |               |
| 21.             | Exterior Intermediate Color and Finish Color   | CD + 20 days     |                      |                      |                          |               |
| 22.             | Interior Dry Prime Coat - Supplier, Type, PDS  | CD + 20 days     |                      |                      |                          |               |
| 23.             | Interior Dry Finish Coat - Supplier, Type, PDS   | CD + 20 days     |                      |                      |                          |               |
| 24.             | Interior Wet Prime Coat - Supplier, Type, PDS  | CD + 20 days     |                      |                      |                          |               |
| 25.             | Interior Wet Finish Coat - Supplier, Type, PDS   | CD + 20 days     |                      |                      |                          |               |
| 26.             | Concrete First Coat - Supplier, Type, PDS  | CD + 20 days     |                      |                      |                          |               |
| 27.             | Concrete Second Coat - Supplier, Type, PDS   | CD + 20 days     |                      |                      |                          |               |
| 28.             | Inaccessible Area Prime Coat - Supplier, Type, PDS   | CD + 20 days     |                      |                      |                          |               |
| 29.             | Seam Sealer - Supplier, Type, PDS  | CD + 20 days     |                      |                      |                          |               |
| 30.             | Flexible Sealant - Supplier, Type, PDS   | CD + 20 days     |                      |                      |                          |               |
| 31.             | Solventless, Underwater-Curing Epoxy - Supplier, Type, PDS   | CD + 20 days     |                      |                      |                          |               |
| 32.             | Thinners - Supplier, Type, MSDS  | CD + 20 days     |                      |                      |                          |               |
| 33.             | Disinfectant - Supplier, Type, MSDS  | CD + 20 days     |                      |                      |                          |               |
| 34.             | Abrasives - Supplier, Type, MSDS, and Size   | CD + 20 days     |                      |                      |                          |               |
| 35.             | Abrasives - letter from coating manufacturer's HQ stating the Resulting Abrasive Profile is acceptable   | CD + 20 days     |                      |                      |                          |               |
| 36.             | Concrete Repair Material - Supplier, Type, MSDS  | CD + 20 days     |                      |                      |                          |               |
| 37.             | Grout - Supplier, Type, MSDS   | CD + 20 days     |                      |                      |                          |               |
| 38.             | Waste Hauler Spill Contingency Plan  | CD + 20 days     |                      |                      |                          |               |
| 39.             | Plan for Forced Ventilation for Interior Wet Coating Cure  | CD + 20 days     |                      |                      |                          |               |

Status Abbreviations \*\* NEN = No Exceptions Noted, MCN = Make Corrections Noted, R&R = Revise & Resubmit, REJ = Rejected, See Comments, NAR = No Action Required by Engineer or Owner  
 CD = Contract Date --- All Submittals Shall be Received Prior to Contractor Starting Work

**SUBMITTAL CHECK LIST**

| <u>Sub. No.</u> | <u>Item</u>  | <u>Submit By</u>      | <u>Date Received</u> | <u>Date Reviewed</u> | <u>Previous Sub. No.</u> | <u>Status</u> |
|-----------------|--|-----------------------|----------------------|----------------------|--------------------------|---------------|
| 40.             | Compliance with ANSI/NSF Standard 61 (if not stated on PDS)  | CD + 20 days          |                      |                      |                          |               |
| 41.             | Certification from manufacturer that <b>Alternate Coating Materials Meet the Specifications</b>  | CD + 20 days          |                      |                      |                          |               |
| 42.             | Certification from manufacturer that all coating materials contain less than 0.06% by weight of lead (or any lead compounds), cadmium, and chromium in the cured coating for each coat applied | CD + 20 days          |                      |                      |                          |               |
| 43.             | Cathodic Protection Construction Details   | CD + 20 days          |                      |                      |                          |               |
| 44.             | Cathodic Protection Warranty   | CD + 20 days          |                      |                      |                          |               |
| 45.             | Installation Instructions of Ladder Safe-Climbing Device   | CD + 20 days          |                      |                      |                          |               |
| 46.             | Steel Grit Total Lead Tests  | CD + 20 days          |                      |                      |                          |               |
| 47.             | Certification that the interior coating has cured such that it is ready for immersion service  | prior to filling tank |                      |                      |                          |               |

Status Abbreviations \*\* NEN = No Exceptions Noted, MCN = Make Corrections Noted, R&R = Revise & Resubmit, REJ = Rejected, See Comments, NAR = No Action Required by Engineer or Owner  
 CD = Contract Date --- All Submittals Shall be Received Prior to Contractor Starting Work

**Submittal Cover Sheet**

**Maple Tank**

\_\_\_\_\_  
(Name of Contractor)

Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, Illinois 60515-4074

\_\_\_\_\_  
(Address)

Tank Industry Consultants  
7740 West New York Street  
Indianapolis, Indiana 46214

\_\_\_\_\_  
(City, State Zip)

TIC Project No.: 11.270.H313.005

4 Sets of Each Submittal Included  
1 set of reviewed submittals returned to CONTRACTOR  
1 set of reviewed submittals forwarded to OWNER

| Submittal No. | Date |
|---------------|------|
|               |      |

**SUBMITTAL**

| Checklist Item No. | Specification Section | Description |
|--------------------|-----------------------|-------------|
|                    |                       |             |

**Review is for General Compliance with Contract Documents and Specifications.  
No Responsibility is Assumed for Correctness of Dimensions or Details.**

- \_\_\_\_\_ **No Exceptions Noted**
- \_\_\_\_\_ **No Action Required by Engineer or Owner**
- \_\_\_\_\_ **Make Corrections Noted**
- \_\_\_\_\_ **Revise & Resubmit**
- \_\_\_\_\_ **Rejected – See Comments**

**Tank Industry Consultants**

By: \_\_\_\_\_ Date: \_\_\_\_\_

SCS



# 2012-2016 Capital Project Sheet

Project # **WP-005**

## Project Description Water Tank Painting, Maple

### Project summary, justification and alignment to Strategic Plan

The initial study to determine schedule and scope for this tank was completed in 2007. Final work schedule and scope is based on the results of the tank inspection. The preliminary services will included standard inspection of coating system on the tank (inside and outside). Actual painting project may include the removal of the old coating system and the repainting of the primer, intermediate, and finish coats.

| Cost Summary          | New<br>Maintenance<br>Replacement |   |  | FY 2012 | FY 2013 | FY 2014 | FY 2015 | FY 2016 | Future<br>Years | TOTAL   |
|-----------------------|-----------------------------------|---|--|---------|---------|---------|---------|---------|-----------------|---------|
|                       |                                   |   |  |         |         |         |         |         |                 |         |
| Professional Services |                                   |   |  |         |         |         |         |         |                 | -       |
| Land Acquisition      |                                   |   |  |         |         |         |         |         |                 | -       |
| Infrastructure        |                                   |   |  |         |         |         |         |         |                 | -       |
| Building              |                                   |   |  |         |         |         |         |         |                 | -       |
| Machinery/Equipment   |                                   |   |  |         |         |         |         |         |                 | -       |
| Other/Miscellaneous   |                                   | X |  | 630,000 |         |         |         |         |                 | 630,000 |
| <b>TOTAL COST</b>     |                                   |   |  | 630,000 | -       | -       | -       | -       | -               | 630,000 |

| Funding Source(s)            |   | FY 2012 | FY 2013 | FY 2014 | FY 2015 | FY 2016 | Future<br>Years | TOTAL   |
|------------------------------|---|---------|---------|---------|---------|---------|-----------------|---------|
| 481-Water Fund               | ▼ | 630,000 |         |         |         |         |                 | 630,000 |
|                              | ▼ |         |         |         |         |         |                 | -       |
|                              | ▼ |         |         |         |         |         |                 | -       |
|                              | ▼ |         |         |         |         |         |                 | -       |
| <b>TOTAL FUNDING SOURCES</b> |   | 630,000 | -       | -       | -       | -       | -               | 630,000 |

### Project status and completed work

Coating system was inspected in 2007. Repainting was determined to be required in about 5 years. It is anticipated that this work will occur in 2012.

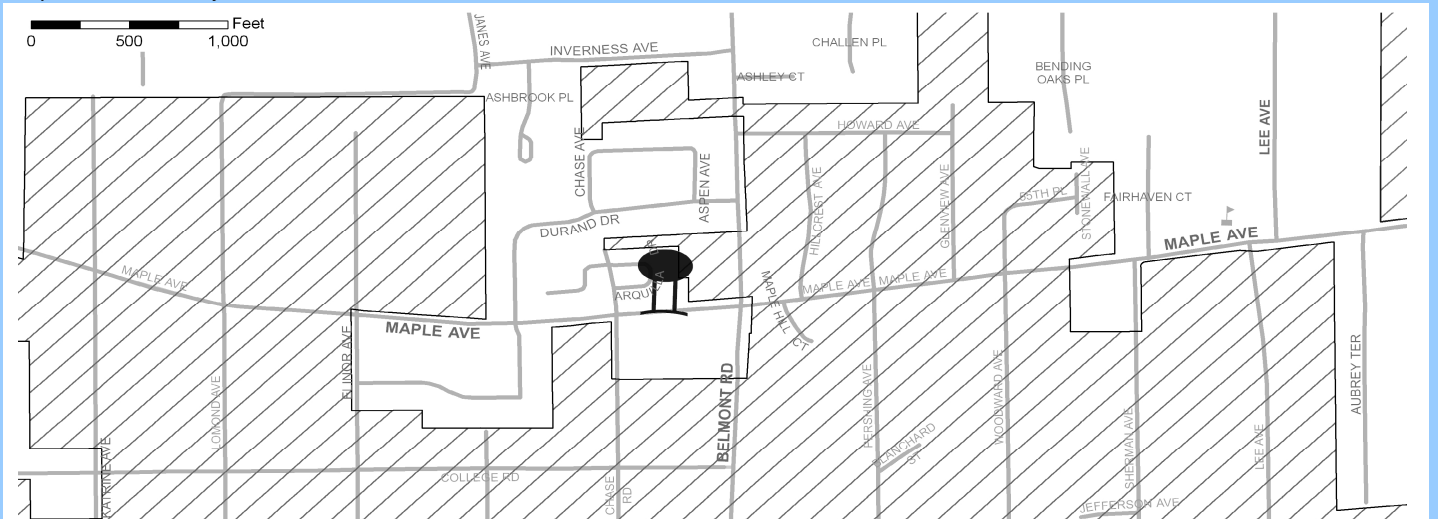
### Grants (funded or applied for) related to the project.

None.

| Impact-annual operating expenses    | FY 2012 | FY 2013 | FY 2014 | FY 2015 | FY 2016 | Future Yrs | TOTAL |
|-------------------------------------|---------|---------|---------|---------|---------|------------|-------|
| Projected Operating Expense Impact: |         |         |         |         |         |            | -     |

Planned improvements will not significantly affect future operating expenses.

### Map/Pictures of Project



Priority Score A

Project Manager:

David Bird

Program: 394

Department:

Public Works



# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## Affidavit of Availability For the Letting of \_\_\_\_\_

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

|  | 1                                | 2                  | 3 | 4 | Awards Pending |                    |
|--|----------------------------------|--------------------|---|---|----------------|--------------------|
| Contract Number  | 11141                            | P-11004-025        |   |   |                |                    |
| Contract With  | South Stickney Sanitary District | Meccool Industries |   |   |                |                    |
| Estimated Completion Date                                | 7-15-10                          | 2012               |   |   |                |                    |
| Total Contract Price                                     | 417,995.00                       | 366,499.40         |   |   |                | Accumulated Totals |
| Uncompleted Dollar Value if Firm is the Prime Contractor | 317,151.00                       |                    |   |   |                | 317,151.00         |
| Uncompleted Dollar Value if Firm is the Subcontractor    |                                  | 366,499.40         |   |   |                | 366,499.40         |
| <b>Total Value of All Work</b>                           |                                  |                    |   |   |                | <b>683,650.40</b>  |

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

|                                       |            |            |  |  | Accumulated Totals |
|---------------------------------------|------------|------------|--|--|--------------------|
| Earthwork                             |            |            |  |  |                    |
| Portland Cement Concrete Paving       |            |            |  |  |                    |
| HMA Plant Mix                         |            |            |  |  |                    |
| HMA Paving                            |            |            |  |  |                    |
| Clean & Seal Cracks/Joints            |            |            |  |  |                    |
| Aggregate Bases & Surfaces            |            |            |  |  |                    |
| Highway, R.R. and Waterway Structures |            |            |  |  |                    |
| Drainage                              |            |            |  |  |                    |
| Electrical                            |            |            |  |  |                    |
| Cover and Seal Coats                  |            |            |  |  |                    |
| Concrete Construction                 |            |            |  |  |                    |
| Landscaping                           |            |            |  |  |                    |
| Fencing                               |            |            |  |  |                    |
| Guardrail                             |            |            |  |  |                    |
| Painting                              | 317,151.00 | 366,499.40 |  |  | 683,650.40         |
| Signing                               |            |            |  |  |                    |
| Cold Milling, Planning & Rotomilling  |            |            |  |  |                    |
| Demolition                            |            |            |  |  |                    |
| Pavement Markings (Paint)             |            |            |  |  |                    |
| Other Construction (List)             |            |            |  |  |                    |
|                                       |            |            |  |  | \$ 0.00            |
| <b>Totals</b>                         |            |            |  |  | <b>683,650.40</b>  |

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part II. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

|                    | 1    | 2    | 3 | 4 | Awards Pending |
|--------------------|------|------|---|---|----------------|
| Subcontractor      | NONE | NONE |   |   |                |
| Type of Work       |      |      |   |   |                |
| Subcontract Price  |      |      |   |   |                |
| Amount Uncompleted |      |      |   |   |                |
| Subcontractor      |      |      |   |   |                |
| Type of Work       |      |      |   |   |                |
| Subcontract Price  |      |      |   |   |                |
| Amount Uncompleted |      |      |   |   |                |
| Subcontractor      |      |      |   |   |                |
| Type of Work       |      |      |   |   |                |
| Subcontract Price  |      |      |   |   |                |
| Amount Uncompleted |      |      |   |   |                |
| Subcontractor      |      |      |   |   |                |
| Type of Work       |      |      |   |   |                |
| Subcontract Price  |      |      |   |   |                |
| Amount Uncompleted |      |      |   |   |                |
| Subcontractor      |      |      |   |   |                |
| Type of Work       |      |      |   |   |                |
| Subcontract Price  |      |      |   |   |                |
| Amount Uncompleted |      |      |   |   |                |
| Total Uncompleted  |      |      |   |   |                |

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this 10 day of MAY, 2010

Type or Print Name THOMAS TYRAKOWSKI Vice President  
Officer or Director Title

Sharon Tyrakowski  
 Notary Public

Signed

Thomas Tyrakowski

My commission expires 04/09/2013

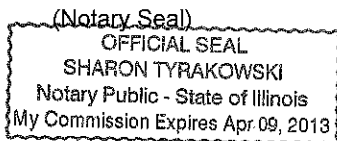
Company

Am-Coat Painting Inc

Address

17201 S. Parker Rd

Homewood IL 60491



# AM·COAT

*Painting, Inc.*

17201 South Parker Road  
Homer Glen, IL 60491  
Phone: 815/485-3731  
Fax: 815/485-8960

## REFERENCES

| <u>2011</u>   | <u>Tank Size</u>                | <u>PAINT SYSTEM</u> |                 |
|---|---------------------------------|---------------------|-----------------|
|   |                                 | <u>Interior</u>     | <u>Exterior</u> |
| City of Wood Dale, IL<br>Baxter & Woodman<br>300 Park Boulevard<br>Itasca, IL 60143<br>Mr. Mark Dachsteiner<br>Phone: 630-773-1870<br>Fax: 630-773-3150 | 1 Million Gallon<br>Containment | Epoxy               | Fluoropolymer   |
| City of Wood Dale, IL<br>Baxter & Woodman<br>300 Park Boulevard<br>Itasca, IL 60143<br>Mr. Mark Dachsteiner<br>Phone: 630-773-1870<br>Fax: 630-773-3150 | 500,000 Gallon<br>Containment   | Epoxy               | Fluoropolymer   |
| Tilton, Illinois<br>Aqua Illinois, Inc<br>1300 West Fairfield Street<br>Danville, IL 61832<br>Mr. David Cronk<br>Phone: 443-8541                        | 1 Million Elevated<br>Epoxy     | Epoxy               | Polyurethane    |

# AM·COAT

*Painting, Inc.*

17201 South Parker Road  
Homer Glen, IL 60491  
Phone: 815/485-3731  
Fax: 815/485-8960

## REFERENCES

| <u>2011</u>  | <u>Tank Size</u>                      | <u>PAINT SYSTEM</u> |                 |
|--|---------------------------------------|---------------------|-----------------|
|  |                                       | <u>Interior</u>     | <u>Exterior</u> |
| Gary, Indiana<br>Indiana American Water<br>555 East County Line Road<br>Greenwood, IN 46143<br>Mr. Roy Francis<br>Phone: 317-885-2417<br>Fax: 317-885-2431       | 750,000 Gallon<br>Containment<br>Lead | Epoxy               | Polyurethane    |
| City of Ottawa, IL<br>CBI Services, Inc<br>14107 S. Route 59<br>Plainfield, IL 60544<br>Mr. Kevin Gimmel<br>Phone: 815-439-3156<br>Fax: 815-439-6001             | 500,000 Gallon                        | Epoxy               | Polyurethane    |
| Village of Lemont, IL<br>Frank Novotny & Associates<br>825 Midway Drive<br>Willowbrook, IL 60527<br>Mr. Bob Novotney<br>Phone: 630-887-8640<br>Fax: 630-887-0132 | 300,000 Gallon                        | Epoxy               | Polyurethane    |

# AM·COAT

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Fax: 815/485-8960

## REFERENCES

| <u>2011</u>   | <u>Tank Size</u>                     | <u>PAINT SYSTEM</u> |                 |
|---|--------------------------------------|---------------------|-----------------|
|   |                                      | <u>Interior</u>     | <u>Exterior</u> |
| Loders Craklann<br>Channahan, IL<br>Advance Tank & Construction Co.<br>1100 Essington Road<br>Plainfield, IL 60453<br>Mr. Mark Wrobel<br>Phone: 815-436-8717<br>Fax: 815-436-6660 | 2-400,000 Gallon<br>3-250,000 Gallon | -----               | Epoxy           |

# AM·COAT

*Painting, Inc.*

17201 South Parker Road  
Homer Glen, IL 60491  
Phone: 815/485-3731  
Fax: 815/485-8960

## REFERENCES

| <u>2010</u>  | <u>Tank Size</u>                             | <u>PAINT SYSTEM</u> |                 |
|--|--|---------------------|-----------------|
|  |  | <u>Interior</u>     | <u>Exterior</u> |
| Lincoln Illinois Tank<br>Illinois American Water<br>1100 Keokuk Street<br>Lincoln, IL 62656<br>Mr. Dave Schonauer<br>Phone – 217-735-1269<br>Fax – 217-735-5838                | 2 Million Gallon<br>Reservoir<br>Containment | Epoxy               | Polyurethane    |
| Village of Frankfort<br>432 W. Nebraska<br>Frankfort, IL 60423<br>Mr. Darrin Yount<br>Director of Utilities<br>Phone – 815-469-2177<br>Fax – 815-469-7999<br>Fax: 815-436-6660 | 1 Million Sphere                             | Epoxy               | Polyurethane    |
| Village of Channahon<br>Strand Associates, Inc.<br>1170 South Houbolt Road<br>Joliet, IL 60431<br>Mr. Timothy Scholz<br>Phone – 815-744-4200<br>Fax – 815-744-4215             | 750,000 Sphere<br>Containment                | Epoxy               | Polyurethane    |

# AM·COAT

*Painting, Inc.*

17201 South Parker Road  
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Fax: 815/485-8960

## REFERENCES

|  | <u>Tank Size</u>            | <u>PAINT SYSTEM</u> |                 |
|--|-----------------------------|---------------------|-----------------|
|  |                             | <u>Interior</u>     | <u>Exterior</u> |
| <u>2010</u><br>City of Goshen<br>204 East Jefferson Street<br>Suite 2<br>Goshen, IN 46528-3405<br>Kent Holdren<br>Phone - 574-534-5701<br>Fax - 574-537-3817 | 400,000 Gallon<br>Reservoir | Epoxy               | Fluoropolymer   |
| PCS Phosphate<br>US Route 6 East<br>P.O. Box 88<br>Marseilles, IL 61341<br>Mr. Burney Reed<br>Phone - 815-795-5111   | 2 - 750,000 Gallon          | -----               | Polyurethane    |



# AM·COAT

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Phone: 815/485-3731  
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## REFERENCES

2009

|   | <u>Tank Size</u>      | <u>PAINT SYSTEM</u> |                    |
|---|-----------------------|---------------------|--------------------|
|   |                       | <u>Interior</u>     | <u>Exterior</u>    |
| Village of Hodgkins<br>8890 West 67 <sup>th</sup> Street<br>Hodgkins, IL 60525<br>Frank Novotny & Associates, Inc.<br>Mr. Robert Novotny<br>825 Midway Drive<br>Willowbrook, IL 60527<br>Phone: 630-887-8640<br>Fax: 630-887-0132 | 750,000 Gallon Sphere | Epoxy               | Acrylic            |
| City of Potosi<br>Potosi, MO<br>Advance Tank & Construction Co.<br>Mr. Geoff Van Alsborg<br>1100 Essington Road<br>Joliet, IL 60435<br>Phone: 815-436-8717<br>Fax: 815-436-6660   | 735,000 Standpipe     | Epoxy               | Epoxy-<br>Urethane |

# AM-COAT

*Painting, Inc.*

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Phone: 815/485-3731  
Fax: 815/485-8960

## REFERENCES

2009

|   | <u>Tank Size</u>                 | <u>PAINT SYSTEM</u> |                 |
|---|----------------------------------|---------------------|-----------------|
|   |                                  | <u>Interior</u>     | <u>Exterior</u> |
| Minnkota Power Cooperative<br>Center, ND<br>Advance Tank & Construction Co.<br>Mr. Geoff Van Alsburg<br>1100 Essington Road<br>Joliet, IL 60435<br>Phone: 815-436-8717<br>Fax: 815-436-6660                                       | 500,000 Standpipe<br>Containment | Vinyl Ester         | Acrylic         |
| Village of Hodgkins<br>8890 West 67 <sup>th</sup> Street<br>Hodgkins, IL 60525<br>Frank Novotny & Associates, Inc.<br>Mr. Robert Novotny<br>825 Midway Drive<br>Willowbrook, IL 60527<br>Phone: 630-887-8640<br>Fax: 630-887-0132 | 500,000 Gallon Sphere            | Epoxy               | Acrylic         |

# AM-COAT

*Painting, Inc.*

17201 South Parker Road  
 Homer Glen, IL 60491  
 Phone: 815/485-3731  
 Fax: 815/485-8960

## REFERENCES

2008

|   | <u>Tank Size</u>                      | <u>PAINT SYSTEM</u> |                                |
|---|---------------------------------------|---------------------|--------------------------------|
|   |                                       | <u>Interior</u>     | <u>Exterior</u>                |
| City of Wilmington<br>Robert E. Hamilton<br>Consulting Engineers, P.C.<br>Mr. Colby Zemaitis<br>3230 Executive Dr.<br>Joliet, IL 60431<br>(815) 730-3444 Office<br>(815) 730-6703 Fax | 250,000 Gallon<br>Containment<br>Lead | Epoxy               | Fluoropolymer-<br>Polyurethane |
| Village of Schaumburg<br>Mr. Dave Varner<br>101 Schaumburg Court<br>Schaumburg, IL 60193<br>(847) 923-4513  | 750,000 Spheroid                      | Epoxy               | -----                          |
| Village of Darien<br>Christopher B. Burke Engineering<br>Mr. Gerald Hennely<br>9575 West Higgins Road<br>Suite 600<br>Rosemont, IL 60018<br>(847) 823-0500                            | 2 MG Standpipe<br>Containment         | Epoxy               | Fluoropolymer-<br>Polyurethane |

# AM-COAT

*Painting, Inc.*

17201 South Parker Road  
 Homer Glen, IL 60491  
 Phone: 815/485-3731  
 Fax: 815/485-8960

## REFERENCES

2008

|  | <u>Tank Size</u>  | <u>PAINT SYSTEM</u>         |  |
|--|---|-----------------------------|--|
|  |   | <u>Interior</u>             | <u>Exterior</u>                                  |
| Village of Hoffman Estate<br>Mr. Brad Schotanus<br>Dixon Engineering, Inc.<br>95 Aster Lane<br>Hoffman Estates, IL 60169<br>(630) 220-1410 | 920,000 Gallons<br>Ground Reservoir<br>Containment<br>Lead                                | Epoxy                       | Polyurethane                                     |
| City of Elmhurst<br>Mr. Dennis Streicher<br>209 North York Street<br>Elmhurst, IL 60126<br>(630) 530-3046 Office<br>(630) 834-0298 Fax     | 500,000 Gallon Tank   | Epoxy                       | -----  |
| PCS Phosphate<br>Mr. Burney Reed<br>US Route 6 East<br>P.O. Box 88<br>Marseilles, IL 61341<br>(815) 795-5111 Office<br>(815) 795-5182 Fax  | 2 Tanks 600,000 Gallons<br>1 Tank 500,000 Gallons<br><br>Various Hoppers<br>& Small Tanks | -----<br>-----<br><br>----- | Polyurethane<br>Polyurethane<br><br>Polyurethane |

# AM-COAT

*Painting, Inc.*

17201 South Parker Road  
Homer Glen, IL 60491  
Phone: 815/485-3731  
Fax: 815/485-8960

## REFERENCES

2008

City of Nekoosa, WI  
CB&I Constructors  
Mr. Darles Schibe  
14109 S. Route 59  
Plainfield, IL 60544  
(815) 439-3120 Office  
(815) 439-3130 Fax

Tank Size

600,000 WSO

### PAINT SYSTEM

Interior

Epoxy

Exterior

Fluoropolymer-  
Polyurethane

17201 South Parker Road  
Homer Glen, IL 60491  
Phone: 815/485-3731  
Fax: 815/485-8960

# AM-COAT

*Painting, Inc.*

## REFERENCES

2007

Village of Schaumburg  
101 Schaumburg Court  
Schaumburg, IL 60193  
Mr. Dave Varner  
Phone: 847-923-6616

Tank Size

1.0 MG  
Ground Storage

PAINT SYSTEM

Interior

Exterior

Epoxy

Epoxy/Urethane

City of Ottawa  
301 West Madison Street  
Ottawa, IL 61350  
Mr. Arnie Bandstra  
Phone: 815-433-0161

500,000 DE  
Containment  
Lead

Epoxy

Epoxy/Urethane

Village of Oak Brook  
1200 Oak Brook Road  
Oak Brook, IL 60523  
Mr. Mike Meranda  
Phone: 630-368-5272

250,000 Spheroid

Epoxy

Acrylic

17201 South Parker Road  
Homer Glen, IL 60491  
Phone: 815/485-3731  
Fax: 815/485-8960

# AM·COAT

*Painting, Inc.*

## REFERENCES

2007

Village of Schaumburg  
101 Schaumburg Court  
Schaumburg, IL 60193  
Mr. Dave Varner  
Phone: 847-923-6616

Village of Oak Brook  
1200 Oak Brook Road  
Oak Brook, IL 60523  
Mr. Mike Meranda  
Phone: 630-368-5272

### Tank Size

1.0 MG  
Ground Storage

250,000 Spheroid

### PAINT SYSTEM

#### Interior

Epoxy

Epoxy

#### Exterior

Epoxy/Urethane

Acrylic

SUR6020849

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

AM-COAT PAINTING INC  
17201 S PARKER ROAD  
HOMER GLEN

IL 60491

as Principal, hereinafter called the Principal, and State Automobile Mutual Insurance Company  
518 East Broad Street Columbus

OH 43215

a corporation duly organized under the laws of the State of OH  
as Surety, hereinafter called the Surety, are held and firmly bound unto

VILLAGE OF DOWNERS GROVE

as Oblige, hereinafter called the Oblige, in the sum of 10.00 % of the bid, not to exceed  
Ninety-three thousand five hundred Dollars (\$ 93,500.00 ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
REPAIRING AND REPAINTING ONE 1,500,000 GALLON ELEVATED TANK "MAPLE TANK" - BID NO. CFB-0-24/2012

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the  
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for  
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the  
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference  
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the  
Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation  
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15 day of May, 2012

AMCOATPAINTING INC

Thomas Synkowski  
(Witness)

{ Stacy Synkowski (Principal) (Seal)  
President  
Principal Signature and Title

See Attached Jurat  
(Witness)

{ State Automobile Mutual Insurance Company  
Rene Raulo (Surety) (Seal)  
Attorney-In-Fact

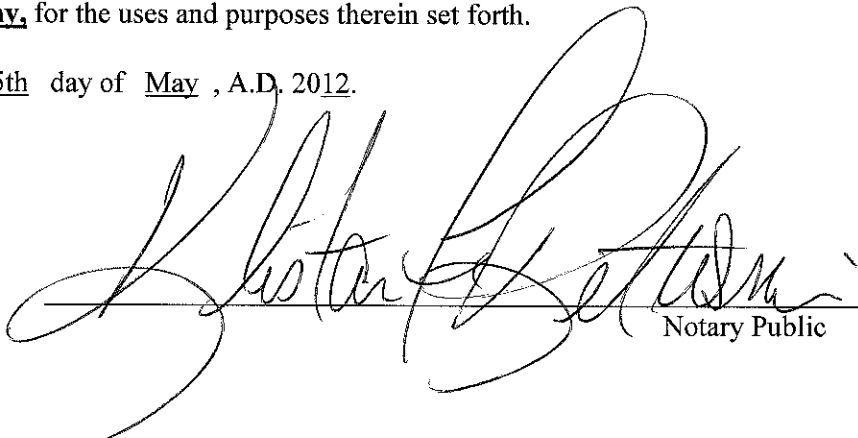


STATE OF ILLINOIS  
COUNTY OF WILL

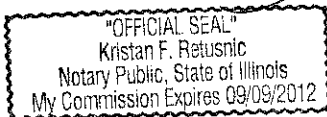
I, **Kristan F. Retusnic**, a Notary Public in and for the state and county aforesaid, do hereby certify that **Rene' Roulo** of **Orland Park, Illinois** who is personally known to me, appeared before me this day and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act as **Attorney-in-Fact** of the **State Automobile Mutual Insurance Company**, and as the free and voluntary act of the **State Automobile Mutual Insurance Company**, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of May, A.D. 2012.

My commission expires September 9, 2012.  
NOTARIAL JURAT



Notary Public



STATE AUTOMOBILE MUTUAL INSURANCE COMPANY  
COLUMBUS, OHIO

**CERTIFIED COPY**

THIS POWER OF ATTORNEY IS SPECIFIC TO:

Bond No. SUR6020849

Bond Amount. 93,500.00

**POWER OF ATTORNEY**

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint Rene Roulo

of Orland Park and State of IL

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the bond described above, subject to the limitation that the penalty of the bond shall not exceed Ninety-three thousand five hundred (\$ 93,500.00)

and to bind the Company thereby as fully and to the same extent as if the bond was signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; which the business of the Company may require, and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required.

This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal

to be hereunto affixed this 1st day of April, 2010

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY



Form 18-C Cert.

By: [Signature]  
Paul E. Nordman, Vice President/Director of Business Insurance

By: [Signature]  
Larry D. Williams, Vice President/Director of Middle Market Operations

STATE OF OHIO }  
COUNTY OF FRANKLIN, } ss:

On this 1st day of April, A.D., 2010, before me personally came

Paul E. Nordman and Larry D. Williams

, to me known, who being  
duly sworn, did depose and say that they are Assistant Vice Presidents

respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they signed their names, respectively, by like order.



Notary Public



HAL D. THOMPSON

Attorney At Law

Notary Public, State of Ohio

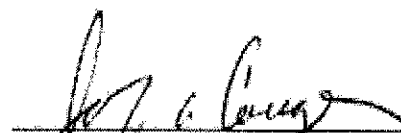
My commission has no expiration date

Sec.147.03 R.C.

### CERTIFICATE

I, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 15 day of May 2012

  
Assistant Secretary  
John A. Couger