

INVITATION FOR BID (No. 16-08)

PROJECT: **Water Tank Maintenance**
LOCATION: **Smithfield, VA**
DATE: **August 1, 2016**

The **Town of Smithfield** will receive sealed bids for the above titled project at the office of the **Dept. of Planning, Engineering, and Public Works** located at **310 Institute Street, Smithfield, Virginia 23430** until **10:00 a.m.** local time on **Thursday, September 8th 2016**, at which time the bids will be publicly opened and read aloud. Any bids received after the specified time and date will not be considered.

The work under this project consists of renovation and full service maintenance for four (4) potable water storage tanks in the Town's municipal system.

A detailed Scope of Work may be obtained from the office of the **Dept. of Planning, Engineering, and Public Works** located at **310 Institute Street, Smithfield, Virginia 23430** or by visiting the town website at www.smithfieldva.gov. A non-mandatory pre-bid conference/site visit will be held on **Thursday, August 11th 2016** at **10:00 a.m.** at the above location.

Questions must be directed to Sonja Eubank at 757-365-4272 or seubank@smithfieldva.gov. Any contact with any Town representative, other than outlined above, concerning this IFB is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

Bids must be submitted on the designated Bid Form, completed in ink or typed and signed by an authorized representative. Envelopes containing bids shall be in a sealed envelope marked "Water Tank Maintenance". Failure to comply with all instructions may result in the bid being deemed non-responsive.

Withdrawal of bids due to error shall be subject to and in accordance with Section 2.2-4330 of the Code of Virginia and the Contract Documents.

The Owner reserves the right to waive minor non-substantive errors in the bid, to reject any/or all bids, to award any bid in whole or in part and award the bid considered to be in the best interest of the Owner. The Owner also reserves the right to negotiate with the lowest responsive, responsible Bidder should bid exceed available funds.

The **Town of Smithfield** does not discriminate in the solicitation or awarding of contract on the basis of race, religion, faith-based organizations, color, national origin, age, disability, or any other basis prohibited by State or Federal law.

TABLE OF CONTENTS
INVITATION TO BID
PROJECT: WATER TANK MAINTENANCE (16-08)

- I. Instructions to Bidders
- II. Bid Form
- III. Wilson Road Drain Line Exhibit
- IV. Steel Water Storage Tank Painting – Technical Specifications
- V. Cover Sheet for Bid Package
- VI. General Terms and Conditions
- VII. Special Terms and Conditions
- VIII. Exception Page
- IX. Reference Page
- X. Insurance Endorsements
- XI. Certificate of Insurance (Workmen’s Compensation and Liability)
- XII. W-9 (Request for Taxpayer Identification Number and Certification)
- XIII. Signature Sheet
- XIV. Agreement
- XV. Hold Harmless Agreement

TOWN OF SMITHFIELD
INVITATION TO BID
WATER TANK MAINTENANCE (16-08)

INSTRUCTIONS TO BIDDERS

PURPOSE:

The Town of Smithfield (hereinafter referred to as "Town") is soliciting sealed bids from qualified contractors for renovation and full service maintenance for four (4) potable water storage tanks in the Town's municipal system. The work shall include but not limited to, renovation, repair, repainting, inspection, washout and preventative maintenance.

The tanks can be identified as follows:

- 70,000 Gallon Elevated Cary Street Tank
- 150,000 Gallon Elevated Wilson Road Tank
- 400,000 Gallon Elevated Church Street Tank
- 500,000 Gallon Elevated Battery Park Road Tank

SCOPE OF WORK:

It is the intent of the Town to contract for the renovation and full service perpetual maintenance program with a Contractor that will provide:

1. All engineering services specific to the maintenance of existing water storage tanks identified above.
2. All inspection services of all water storage tanks identified above.
3. All repair and renovation services for all water storage tanks identified above.
4. All painting services for all water storage tanks identified above. (Water Storage Tank Painting Technical Specifications attached)

****SEE ATTACHED BID FORM/8 YEAR MAINTENANCE PLAN***

****SEE SPECIAL TERMS AND CONDITIONS FOR ADDITIONAL REQUIREMENTS***

LICENSE REQUIREMENTS:

Bids will be considered only from Contractors who hold a current Class A Virginia Contractor's license. Awarded contractor (s) must adhere to and comply with all applicable Federal, State and Town laws, rules and regulations in regard to the operation of their business and employment of personnel.

SUBMITTAL REQUIREMENTS:

A CURRENT COPY OF THE CLASS A VIRGINIA CONTRACTOR'S LICENSE MUST BE INCLUDED WITH BID DOCUMENTS. FAILURE TO SUBMIT THIS LICENSE WILL RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

The Contractor is **required** to submit a sub-contracting plan to the Town with the bid proposal. *Failure to do so may result in your bid being non-responsive.*

Sub-contracting plan must include the following information:

- Name and address of all sub-contractors
- Number of years sub-contractor has been in business
- Five references for each sub-contractor showing similar type of work completed within the last five years
- Specific work on this contract to be performed by sub-contractor
- Percentage of work on this contract to be performed by sub-contractor

All Contractors **must** submit the attached completed bid form, signature sheet, exception page and reference page. *Failure to do so may result in your bid being non-responsive. Contractor has ten (10) days from notice of intent to award to provide agreement(s), insurance documentation and W-9 form.*

CONTRACT TERM:

Period of service to be for eight (8) years.

NOTICE OF AWARD:

Public notice of award will be posted on eVA (eva.virginia.gov) and at Town Hall, 310 Institute Street, Smithfield, Virginia.

DELIVERY INSTRUCTIONS:

Bids shall be in a sealed envelope marked "Water Tank Maintenance" and delivered no later than **10:00 A.M., THURSDAY, SEPTEMBER 8, 2016** (at which time the bids will be publicly opened and read aloud) to:

Sonja Eubank
Department of Planning, Engineering and Public Works
310 Institute Street
Smithfield, VA 23430

Any bids received after the specified time and date will not be considered. All questions must be directed to Sonja Eubank at [757-365-4272](tel:757-365-4272) or seubank@smithfieldva.gov. **Deadline for questions will be 5:00 p.m. on Friday, September 2, 2016.** Any contact with any Town

representative, other than outlined above, concerning this IFB is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

<p>500,000 Gallon Elevated Battery Park Road Tank</p>	<p>Visual Inspection, Needed Repairs, Emergency Service</p>	<p>Five Year Comprehensive Inspection, interior tank cleaning, draining tank and performing comprehensive interior (wet & dry) and exterior inspections. Pressure wash/clean exterior of tank</p>	<p>Visual Inspection, Needed Repairs, Emergency Service</p>	<p>Provide valve pit drainage and re-coat valve pit, piping and valves, Seal gap in concrete floor inside of tank where it abuts tank wall, Epoxy coat</p>	<p>Visual Inspection, Needed Repairs, Emergency Service</p>	<p>Visual Inspection, Needed Repairs, Emergency Service</p>	<p>Five Year Comprehensive Inspection, interior tank cleaning, draining tank and performing comprehensive interior inspections.</p>	<p>Five Year Comprehensive Inspection, interior tank cleaning, draining tank and performing comprehensive interior (wet & dry) and exterior inspections.</p>	<p>Visual Inspection, Needed Repairs, Emergency Service</p>
<p>Total</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>
<p>40,000 Gallon Clear Well RO Plant</p>	<p>Five Year Comprehensive Inspection, interior tank cleaning, draining tank and performing comprehensive interior inspection.</p>	<p>Five Year Comprehensive Inspection, interior tank cleaning, draining tank and performing comprehensive interior inspections.</p>	<p>Five Year Comprehensive Inspection, interior tank cleaning, draining tank and performing comprehensive interior inspections.</p>	<p>Five Year Comprehensive Inspection, interior tank cleaning, draining tank and performing comprehensive interior inspections.</p>	<p>Five Year Comprehensive Inspection, interior tank cleaning, draining tank and performing comprehensive interior inspections.</p>	<p>Five Year Comprehensive Inspection, interior tank cleaning, draining tank and performing comprehensive interior inspections.</p>	<p>Five Year Comprehensive Inspection, interior tank cleaning, draining tank and performing comprehensive interior inspections.</p>	<p>Five Year Comprehensive Inspection, interior tank cleaning, draining tank and performing comprehensive interior inspections.</p>	<p>Five Year Comprehensive Inspection, interior tank cleaning, draining tank and performing comprehensive interior inspections.</p>
<p>Total</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>
<p>Annual Total</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>



SOUTH CHURCH STREET

EVANS ROAD

WILSON ROAD

PROPOSED TANK DRAIN
LINE EXTENDED TO DITCH

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aergrid, IGN, IGP, swisstopo, and the GIS User Community

WATER TANK MAINTENANCE

INVITATION TO BID (16-08)

STEEL WATER STORAGE TANK PAINTING

PART 1 - GENERAL

1.01. DESCRIPTION OF WORK

- A. This item will consist of repair and preparation of surfaces to be painted, application of interior and exterior paint systems, paint system materials and disinfection of surfaces which contact potable water.

1.02. REFERENCES

The CONTRACTOR shall adhere to the latest Standards and Codes for work associated with Coating and Recoating as published by the following organizations. In the event Coatings for Water Storage Tanks there is a conflict between these Specifications and the standards, and codes, these Specifications shall govern. The OWNER's decision shall be final as the interpretation and/or conflict between these Specifications and the referenced standards and codes.

- A. The Society for Protective Coating's Steel Structures Painting Manual and specifications contained within shall be referred to as SSPC.
- B. American Water Works Association Standards shall be referred to as AWWA.
- C. American Society for the Testing of Materials standards and specifications shall be referred to as ASTM.
- D. U.S. Environmental Protection Agency shall be referred to as EPA.
- E. American National Standards Institute shall be referred to as ANSI.
- F. National Sanitary Foundation shall be referred to as NSF.
- G. Occupational Safety and Health Administration shall be referred to as OSHA.
- H. National Association of Corrosion ENGINEERS shall be referred to as NACE.
- I. Code of Federal Regulations shall be designated as CFR.

1.03. DEFINITIONS

- A. Interior "Wet" Surfaces shall consist of any interior surfaces, excluding inaccessible areas, of the water bowl that may be subjected to contact with potable drinking water, or its vapor. Generally these surfaces include – but are not limited to – the underside of the roof plate, interior of tank walls, upper surface of the water bowl floor, girders, rafters, columns, pipes, wet side of access tube, the tank overflow and inlet/outlet pipes and structures, platforms and ladders within the water bowl, and appurtenances.
- B. Interior "Dry" Surfaces shall consist of the finished structure, excluding inaccessible area, which are not exposed to the elemental atmosphere, the stored water, or its vapor. Generally these surfaces consist of the interior of tower pedestal, underside of the suspended water bowl bottom within the pedestal, dry sides of access tube, girders, rafters, stay rods, columns, pipes, platforms and ladders within the tower, and appurtenances.
- C. Exterior "Dry" Surfaces shall consist of exterior surfaces, excluding inaccessible areas, of the tank roof, shell, pedestal, legs, ladders, handrails, accessories, and appurtenances that are

exposed to the elemental atmosphere.

- D. SSPC-SP10/NACE 2 – Near White Blast Cleaning is defined as; a surface from which all oil, grease, dirt, mill scale, rust corrosion products, oxides paint, or other foreign matter have been completely removed. Ninety-five percent of each unit area (9 square inches) of prepared surface shall be free of light shadows, light streaks, or stains left after removal of the items listed above.
- E. SSPC-SP11 – Power Tool Cleaning to Bare Metal is defined as; a steel surface cleaned with power tools to bare metal, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, rust, paint, oxides, mill scale, corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portion of pits if the original surface is pitted.

1.04. SYSTEM DESCRIPTION

- A. Surface Preparation: CONTRACTOR shall prepare all surfaces for painting in accordance with the SSPC Steel Structures Painting Manual except as amended herein.
 - 1. The finished quality of the Interior “Wet” Surface preparation shall conform to SSPC-SP10/NACE 2 – Near White Blast Cleaning.
 - 2. The Interior “Dry” Surface requires only spot touch-up of the existing coating system, to address localized areas of pitting, rust staining, and delamination. The finished quality of the Interior “Dry” Surface preparation for areas requiring spot touch-up repairs shall conform to SSPC-SP11 – Power Tool Cleaning to Bare Metal.
 - 3. The finished quality of the Exterior “Dry” Surface preparation shall conform to SSPC-SP10/NACE 2 – Near White Blast Cleaning.
- B. Painting: All paint, primers and paint thinners, including primer for shop primed components, shall be from the same approved manufacturer. All coating systems shall be provided with contrasting colors so that subsequent coatings will be easily identified during the coating process.

All Paint shall conform to current state and federal regulations applicable to Volatile Organic Compounds (VOC's).

- 1. Interior “Wet” Surface Painting System: Shall conform to AWWA Standard D102 for Inside Coating System No. 2 (ICS-2) and be acceptable for Potable Water Service by the EPA. Minimum dry film thickness and total dry film thickness shall be per the manufacturer's recommendation. Coating shall meet ANSI/NSF Standard 61 approval for potable water storage.
 - 2. Interior “Dry” Surface Painting System: Shall conform to AWWA Standard D102 for Inside Coating System No. 1 (ICS-1) and be acceptable for Potable Water Service by the EPA. Minimum dry film thickness and total dry film thickness shall be per the manufacturer's recommendation.
 - 3. Exterior “Dry” Surface Painting System: Shall conform to AWWA Standard D102 for Outside Coating System No. 4 (OCS-4) and have a minimum dry film thickness and total dry film thickness per the manufacturer's recommendation. Colors of each coat shall be selected by OWNER. Final coat shall be fade-resistant.
- C. Shrouding: The CONTRACTOR shall control emissions from blast cleaning in accordance with all applicable Federal, State, and local regulations. The CONTRACTOR shall ensure that no spent cleaning/blasting debris, dust, overspray, coating droplets, or emissions of any kind, escape to the atmosphere, the base of the tank, adjacent buildings, private property, work

sites and parking lots.

1. The containment system shall at a minimum meet the emission control requirements of a Class 2A System as specified in Section 4, 2.2.2 of SSPC-Guide 6 (CON), Guide for Containing Debris Generated During Paint Removal Operations, (Latest Edition).
 - a. The ground surrounding the tank shall be protected from all debris, emissions, dust, and other materials generated in the cleaning operations with a minimum of two layers of polyethylene covered with plywood or the same material used for the perimeter containment system.
2. 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.
 - a. The containment system attachments to the tank shall be designed by a Professional Engineer licensed in the State of Virginia not to impose excessive loading on the tank.
 - b. The CONTRACTOR shall submit the P.E. designed, stamped, and signed details of the containment system on the tank.
 - c. The containment system will place additional loads on the tank that the tank was not originally designed for. The CONTRACTOR shall reinforce the tank as necessary to prevent permanent deformation and to assure that no damage occurs to the tank.
 - d. Any damage to the tank 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 OWNER nor the ENGINEER assumes any responsibility for the structural ability of the tank to support the containment system.
3. Complete containment of the tank shall be utilized to contain all cleaning dust, debris, emissions, paint droplets, and paint overspray. The complete containment shall include a full bonnet.
4. 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.
5. The OWNER reserves the right to stop work or 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.
6. If robotic or creeper-type cleaning devices are used, the robotic or creeper-type device shall meet the same containment criteria as that of the types of containment (lack of emissions). All overspray and paint droplets shall be contained on the tank site.
7. Review of the containment system for containing the spent cleaning dust, debris, emissions, overspray, and coating droplets shall not warrant the structural integrity of the containment system and shall not warrant the structural integrity of the tank to support the containment system. Nor shall review of the containment system warrant the ability of the system to contain spent cleaning dust, debris, emissions, and overspray.
8. All attachments to the tank shall include a "reinforcing" pad/plate designed to distribute the loads and to prevent damage to the tank. The reinforcing pad/plate may remain in the tank at the completion of the project as long as the pad/plate is completely seal welded. All edges ground to 1/8 in. minimum radius, and all submittals shall include, at a minimum, the following detail and descriptions.

- a. Brackets/outriggers to be attached to tank including size, material, etc.
 - b. Bracket/outrigger attachments to the tank.
 - c. Number of brackets/outriggers and spacing on tank container.
 - d. Center roof "tree" and attachment details.
 - e. Reinforcing pad between structure and attachments.
 - f. Any additional roof support.
 - g. Size of cables to be used and locations.
 - h. Anchorage details of hoist and location
 - i. Ground Anchors.
 - j. Catalog cuts of tarp (screen) material.
 - k. Tarp/screen material connection and overlaps.
 - l. Design/operation parameters of containment, such as wind speed when containment shall be lowered or not used.
 - m. Ground Anchors
 - n. Other dust collection and engineering controls
 - o. Any item desired to be left on the tank structure at the completion of the Project (subject to approval by the OWNER).
 - p. Maximum wind velocity which the containment system can remain raised and the procedure for which the containment system will be utilized on forecasted high/gusty wind days
- D. Dust Collection: 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.
- 1. 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.
 - 2. The dust collection shall be operated during all abrasive blast cleaning and 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 slight vacuum inside of the tank may cause damage to the tank.

1.05. SUBMITTALS

- A. Environmental Controls: The CONTRACTOR shall submit to the ENGINEER a written plan describing environmental humidity and temperature climate controls for the tank interior. Submittal shall include equipment type, size, and power requirements.
 - 1. This submittal shall be for informational purposes only.
 - 2. Review of this submittal shall not constitute approval of the proposed method nor place any responsibility for the same upon the ENGINEER.
- B. Shrouding: CONTRACTOR shall submit to the ENGINEER a written plan describing the type and performance of the proposed shrouding method. Performance data shall include time

required to raise and lower shroud and containment efficiency.

1. This submittal shall be for informational purposes only.
 2. Review of this submittal shall not constitute approval of the proposed method nor place any responsibility for the same upon the ENGINEER.
- C. Blast Cleaning: CONTRACTOR shall submit to the ENGINEER a written plan describing the materials and methods proposed for use in blast cleaning. A separate submittal shall be made for each method proposed.
- D. Paint: CONTRACTOR shall submit to the ENGINEER manufacturer's technical information including paint label analysis and application instructions for each material to be used. In addition, CONTRACTOR shall submit three color samples for each coating system for review of color and texture. Paint samples shall be provided on 12"x12" squares of 10 Gauge hot rolled steel sheet. Surface preparation for each coating system shall conform to requirements of Paragraph 1.04.B. Both sides and all edges of each sample shall be completely covered the first coat of the system. For two-coat systems, one-half of one side of the sample shall have the second coat applied. For three-coat systems, two-thirds of one side of the sample shall have the second coat applied, followed by the third coat being applied to one-half of the area of the second coat. The finished product samples for two-coat systems shall consist of two stripes, 6 inches in width. The finished product samples for three-coat systems shall consist of three stripes, 4 inches in width. CONTRACTOR shall submit Certificate of Approval from the manufacturer stating their ability to apply the interior lining system.
- E. Paint Substitutions: As part of the proof of equality, the ENGINEER may require at the cost of the CONTRACTOR certified reports from a nationally known reputable and independent testing laboratory conducting comparative tests as directed by the ENGINEER between the product specified and the requested substitution. Two (2) comparative tests shall have been made within two (2) years prior to award of contract.
- F. Welding Certification: Welding procedures and welding operators shall be qualified in accordance with AWWA D100.
- G. Overspray Plan: CONTRACTOR shall submit a written plan to the OWNER describing the measures to be taken to prevent oversprays.
1. The CONTRACTOR shall acknowledge in this submittal that any damage caused by oversprays to the City's property and neighboring property shall be the responsibility of the CONTRACTOR.
- H. General: The CONTRACTOR shall submit to the ENGINEER, prior to final completion of the project, certification from the manufacturer indicating that the quantity of each coating purchased was sufficient to properly coat all surfaces. Such certification shall make reference to the square footage figures provided to the manufacturer and the ENGINEER by the CONTRACTOR.

1.06. QUALITY ASSURANCE

- A. Qualification of Bidders: Each CONTRACTOR bidding this work shall be a specialist in the painting and rehabilitation of welded steel, fluted-steel column elevated storage tanks, multi-legged elevated storage tanks, welded steel ground storage tanks and water facilities.
- B. The following Coating Manufacturers are approved Coating Manufacturers, in no particular order. Products from other Coating Manufacturers shall not be submitted and will not be considered.
1. TNEMEC

2. Sherwin Williams
3. Carboline

1.07. DELIVERY, STORAGE AND HANDLING

- A. All materials shall be brought to the job site in the original sealed and labeled containers of the paint manufacturer, and shall be subject to inspection by the ENGINEER on the job.
- B. The CONTRACTOR shall use one (1) convenient location for keeping all materials and doing all mixing, etc. Oily rags and waste shall be frequently removed, and under no circumstances shall they be allowed to accumulate.
- C. All empty paint containers shall remain on the job site until such time as painting is complete and shall be subject to inspection by the ENGINEER on the job. Storage and disposal of empty paint containers must comply with VDH regulations and are the responsibility of the CONTRACTOR.
- D. Paint shall be stored in a secured area in compliance with paint manufacturer's recommendation.

1.08. JOB CONDITIONS

- A. No paint shall be applied when the surrounding air temperature, as measured in the shade, is below 40 degrees Fahrenheit. No paint shall be applied when it can be anticipated that the temperature will drop below 40 degrees Fahrenheit within 18 hours after the application of the paint.
 1. No paint shall be applied when the temperature of the surface is below 50 degrees Fahrenheit or within 5 degrees Fahrenheit of the dew point, whichever is greater.
 2. Paint shall not be applied to wet or damp surfaces, and shall not be applied in rain, snow, fog or mist, or when the relative humidity exceeds 85 percent.
 3. Dew or moisture condensation should be anticipated, and, if such conditions are prevalent, painting shall be delayed until surfaces are dry.
 4. Paint shall not be applied to surfaces which are hot enough to cause blistering or pinholing of the film. Refer to manufacturer's recommendations for the interior lining system and its recommended air temperature.
- B. If the paint manufacturer's requirements are more stringent, the CONTRACTOR shall follow them instead.
- C. During periods of inclement weather, painting may be continued by enclosing the surface with temporary shelters and applying artificial heat provided allowable environmental conditions as described above can be maintained.

1.09. WARRANTY

- A. A paint manufacturer's representative shall be made available for an inspection annually for fifteen (15) years from the date of final acceptance of the project by the OWNER at no cost to the OWNER. The maintenance and/or warranty period stipulated within the contract documents shall remain in force.
- B. CONTRACTOR shall issue to the OWNER a fifteen-year warranty for workmanship and materials from final acceptance. The CONTRACTOR's Performance Bond may be used to assure this work, but will require Surety's acknowledgement prior to commencement of work on the project.
- C. Coating Manufacturer shall issue to the OWNER a fifteen-year warranty for exterior coating.

Coating Manufacturer shall issue to the OWNER a prorated fifteen-year (8 years full/7 years prorated) warranty for all other materials. Coating Manufacturer shall provide OWNER Maintenance Bond or fiscal surety assuring product work.

1.10. MAINTENANCE MATERIAL

- A. At the end of the project before final payment, the CONTRACTOR shall provide the OWNER coating manufacturer's or coating supplier's vouchers equivalent in value to five (5) one (1) gallon cans of each type and color of coating, primer, thinner, and other coatings used in the field including multiple component materials. Upon request by OWNER, the material shall be delivered in unopened, typed-labeled cans (including color, batch number and manufacturer date), just as it comes from the factory. If the coating manufacturer does not package the material in one (1) gallon cans, and in the case of special colors, the materials may be delivered in new larger containers, properly closed with typed, color, batch numbers and manufacturer date. The coating manufacturer's directions for use and literature describing the materials shall also be furnished to the OWNER in three (3) bound copies and a typed inventory list shall be furnished at the time of delivery. These vouchers shall remain valid for 10-years from date of issuance, date of issuance not to occur before Substantial Completion.

PART 2 - PRODUCTS

2.01. GENERAL

A. Tank Paint:

1. The steel storage tank shall be painted with a minimum 3-coat epoxy system on the Interior "Wet" Surfaces, a minimum 2-coat epoxy touch-up system on the Interior "Dry" Surfaces, and a minimum 3-coat zinc-rich polyurethane/aliphatic urethane/fluorourethane system on the Exterior "Dry" Surfaces.
2. All welds and edges of steel members will be strip coated by brush with each coat of paint prior to spray application of each coat. The exception will be the prime coat which should be sprayed immediately following blasting.

2.02. TANK COATING SYSTEM

A. Interior "Wet" Surfaces:

1. TNEMEC System

- a. 1st Coat: Tnemec Series N140 Pota-Pox® Plus, color 00WH Tnemec White at 3.0-5.0 dry mils. Approved thinner: 41-4 Thinner (Cold Weather App Series N140F).
- b. 2nd Coat: Tnemec Series N140 Pota-Pox® Plus, color 1255 Beige at 3.0-5.0 dry mils. Approved thinner: 41-4 Thinner (Cold Weather App Series N140F).
- c. 3rd Coat: Tnemec Series N140 Pota-Pox® Plus, color 15BL Tank White at 4.0-6.0 dry mils. Approved thinner: 41-4 Thinner (Cold Weather App Series N140F).
- d. Total Dry Film Thickness of the Interior "Wet" Surface epoxy system shall range from a minimum of 10.0 dry mils to a maximum of 16.0 dry mils.
- e. Interior "Wet" Surface coating system shall be VDH and NSF approved.

2. Sherwin Williams System

- a. 1st Coat: Sherwin Williams MacroPoxy® 646 PW, color B58LX600 Light Blue at 3.0-5.0 dry mils. Approved thinner: R7K15 Thinner.
- b. 2nd Coat: Sherwin Williams MacroPoxy® 646 PW, color B58HX610 Buff at 4.0-6.0

dry mils. Approved thinner: R7K15 Thinner.

- c. 3rd Coat: Sherwin Williams MacroPoxy® 646 PW, color B58WX610 Mill White at 5.0-7.0 dry mils. Approved thinner: R7K15 Thinner.
- d. Total Dry Film Thickness of the Interior “Wet” Surface epoxy system shall range from a minimum of 12.0 dry mils to a maximum of 18.0 dry mils.
- e. Interior “Wet” Surface coating system shall be VDH and NSF approved.

3. Carboline System

- a. 1st Coat: Carboline Carboguard® 891 VOC, color 0700 Light Gray at 4.0-6.0 dry mils. Approved thinner: #225E Thinner.
- b. 2nd Coat: Carboline Carboguard® 891 VOC, color 0100 Light Blue at 4.0-6.0 dry mils. Approved thinner: #225E Thinner.
- c. 3rd Coat: Carboline Carboguard® 891 VOC, color 0800 White at 4.0-6.0 dry mils. Approved thinner: #225E Thinner.
- d. Total Dry Film Thickness of the Interior “Wet” Surface epoxy system shall range from a minimum of 12.0 dry mils to a maximum of 17.0 dry mils.
- e. Interior “Wet” Surface coating system shall be VDH and NSF approved.

B. Interior “Dry” Surfaces (Spot Touchup):

1. TNEMEC System

- a. 1st Coat: Tnemec Series N140 Pota-Pox® Plus, color 1255 Beige at 3.0-5.0 dry mils. Approved thinner: 41-4 Thinner (Cold Weather App Series N140F).
- b. 2nd Coat: Tnemec Series N140 Pota-Pox® Plus, color 15BL Tank White at 4.0-8.0 dry mils. Approved thinner: 41-4 Thinner (Cold Weather App Series N140F).
- c. Total Dry Film Thickness of the Interior “Dry” Surface epoxy system shall range from a minimum of 7.0 dry mils to a maximum of 13.0 dry mils.

2. Sherwin Williams System

- a. 1st Coat: Sherwin Williams MacroPoxy® 646 PW, color B58HX610 Buff at 3.0-5.0 dry mils. Approved thinner: R7K15 Thinner.
- b. 2nd Coat: Sherwin Williams MacroPoxy® 646 PW, color B58WX610 Mill White at 5.0-7.0 dry mils. Approved thinner: R7K15 Thinner.
- c. Total Dry Film Thickness of the Interior “Wet” Surface epoxy system shall range from a minimum of 8.0 dry mils to a maximum of 12.0 dry mils.

3. Carboline System

- a. 1st Coat: Carboline Carboguard® 891 VOC, color 0100 Light Blue at 4.0-6.0 dry mils. Approved thinner: #225E Thinner.
- b. 2nd Coat: Carboline Carboguard® 891 VOC, color 0800 White at 4.0-6.0 dry mils. Approved thinner: #225E Thinner.
- c. Total Dry Film Thickness of the Interior “Dry” Surface epoxy system shall range from a minimum of 8.0 dry mils to a maximum of 12.0 dry mils.

C. Exterior “Dry” Surfaces:

1. TNEMEC System

- a. 1st Coat: Tnemec Series 94-H₂O Hydro-Zinc® at 2.5-3.5 dry mils. Approved thinners: #2, #3, or #49.
 - b. 2nd Coat: Tnemec Series 1075 Endura-Shield® II, color 00WH Tnemec White at 2.0-3.0 dry mils. Approved thinners: #39, #42, #48, #56, or #63.
 - c. 3rd Coat: Tnemec Series 700 HydroFlon®, color 25BL Fountain Bleu at 2.0-3.0 dry mils. Approved thinners: #63 (Cold Weather App Utilize Series 44-710).
 - d. Total Dry Film Thickness of the Exterior “Dry” Surface system shall range from a minimum of 6.5 dry mils to a maximum of 9.5 dry mils.
 - e. Exterior Tank Lettering – Two coats: Tnemec Series 700 HydroFlon® at 2.0-3.0 dry mils. Approved thinners: #63 (Cold Weather App Utilize Series 44-710).
2. Sherwin Williams System
- a. 1st Coat: Sherwin Williams Corothane® I Galvapak 1K at 2.0-4.0 dry mils. Approved thinner: R7K15 Thinner.
 - b. 2nd Coat: Sherwin Williams Acrolon™ 218 HS, color SW7006 Extra White at 3.0-6.0 dry mils. Approved thinner: R7K111 Thinner.
 - c. 3rd Coat: Sherwin Williams FluoroKem™ HS, color SW4055 Polymer Blue at 2.0-3.0 dry mils. Approved thinner: R7K111 Thinner.
 - d. Total Dry Film Thickness of the Exterior “Dry” Surface system shall range from a minimum of 7.0 dry mils to a maximum of 13.0 dry mils.
 - e. Exterior Tank Lettering – Two coats: Sherwin Williams Fluorokem™ HS at 2.0-3.0 dry mils. Approved thinner: R7K111 Thinner.
3. Carboline System
- a. 1st Coat: Carboline Carbozinc® 859 at 3.0-5.0 dry mils. Approved thinner: #2 Thinner.
 - b. 2nd Coat: Carboline Carbothane® 133 HB, color 0800 White at 3.0-5.0 dry mils. Approved thinner: #2 Thinner.
 - c. 3rd Coat: Carboline Carboxane® 950 VOC, color 2133 Aquarius Blue at 2.0-3.0 dry mils. Approved thinner: #214 Thinner.
 - d. Total Dry Film Thickness of the Exterior “Dry” Surface system shall range from a minimum of 9.0 dry mils to a maximum of 14.0 dry mils.
 - e. Exterior Tank Lettering – Two coats: Carboline Carboxane® 950 VOC at 2.0-3.0 dry mils. Approved thinner: #214 Thinner.

D. Substitutions

- 1. No substitutions shall be considered that decrease the film thickness, the number of coats, the surface preparation or the generic type of coating specified. Approved manufacturers must furnish the same color selection as the manufacturers specified including accent color in all coating systems.

E. Joints

- 1. All joints between structural members and shell or two structural members shall be sealed with CIM 1061 membrane or approved equal.

2.03. EQUIPMENT

- A. Agitator: The CONTRACTOR shall provide a suitable mechanical agitator and shall agitate all paint until proper dispersion of materials is secured. All paint ingredients shall be in a satisfactory dispersed condition at the time of application. Use equipment that conforms to the paint manufacturer's requirements.

2.04. MATERIALS

- A. Blast Cleaning Abrasives: Blasting shall be done with an abrasive material of non-silica composition. This abrasive material shall be clean, dry, and free of clay particles and other extraneous matter. The abrasive material must be approved by the OWNER's representative before blasting begins.
- B. Compressed Air used for blasting shall be free of detrimental amounts of water and oil. Adequate traps and separators shall be provided at the compressor. Oil and water separators shall be drained on a regular basis as warranted by atmospheric relative humidity conditions, but no less than once daily.
- C. Rust Inhibitor compatible with the coating systems shall be included in water for wet blasting.

PART 3 - EXECUTION

The CONTRACTOR and all workmen employed by him shall conduct all operations in a clean and sanitary manner and in conformance with all aspects of the General Conditions. CONTRACTOR shall at all times provide dust and overspray controls for blasting and painting operations. Coating application procedures shall conform to the standards of craftsmanship as discussed in the Steel Structures Painting Manual, Volume 1 "Good Painting Practice."

3.01. SURFACE PREPARATION

- A. All surfaces shall be prepared in accordance with the paint manufacturer's recommendations and as a minimum shall be cleaned free of all old paint, rust, corrosion, mill scale, oil and grease. During the cleaning or other operations inside the structure, all interior controls, floats, cathodic wiring, etc., to remain must be protected from damage, and a cover shall be provided over the entrance of all pipes to prevent foreign matter from entering the pipes.
- B. Interior "Wet" Surfaces shall be cleaned to the specified SSPC – SP10, "Near White Blast Cleaning" standard. Following SSPC – SP10 cleaning, tank shall be inspected by the Owner and/or Inspector for any required structural repairs, and these areas shall be so marked as to enable repairs to be made.
 - 1. Such repairs include, but are not limited to, pitting, leaks at welded seams, existing penetrations, roof structure connections, overflow weir, and structural roof rafters.
 - 2. Epoxy seam sealer shall be used to seal all pits, cracks, and crevices which are not 100% sealed against moisture intrusion. Such places shall include, but not limited to, the structural roof supports and bolt connections.
- C. Spot Cleaning of Interior "Dry" Surfaces: All rust, peeled or cracked paint, overspray, runs, sags and non-adherent paint shall be removed. All exposed edges of the remaining paint shall be feathered, and spot cleaning shall be conducted in a manner to minimize damage to sound material. All foreign matter shall be removed from seams, pickets, joints and the bottom of the columns and plates. For the purposes of pricing surface preparation and coating application, it shall be assumed that rigging, scaffolding or mobile work platforms capable of reaching all interior "dry" surfaces will be required for the completion of the work.
- D. All surfaces to be painted shall receive a final brush blast immediately before applying the initial coating. The time limit between final blasting and initial coating shall be in accordance

with the manufacturer's recommendations, and in no case shall this time period exceed two (2) hours.

3.02. REPAIRS

- A. Pit and Seam Welding: Pit and seam welding shall include all pits and seams with a depth equal to or greater than 1/8 of an inch. All other corrosion shall be repaired and seams re-welded as necessary to prevent future leaks and to protect the integrity of the coating system.
- B. Surface Grinding: The CONTRACTOR shall grind and round all sharp edges.
- C. Weld Grinding: All welds shall be continuous, ground to a curve and free of porosity, pockets, high spots, rough projections and ripples to provide a coatable surface. All welds shall be blended smoothly into plate surface. All weld slag, splatter and flux shall be removed prior to blasting.

3.03. APPLICATION

- A. Ventilation: The CONTRACTOR must provide adequate reverse chimney effect forced air ventilation while painting or coating the interior surfaces of a tank. The ventilation shall be adequate to remove fumes, prevent the possibility of an accumulation of volatile gases, protect workmen and prevent damage to the tank. The CONTRACTOR shall be held financially responsible for all damage to the tank caused by inadequate ventilation.
- B. Mixing: Splitting paint kits and mixing of partial kits is not allowed. Mix only whole kits and discard any leftover paint. Mixing of all coatings must be performed in strict compliance with the manufacturer's recommendations.
- C. General Application:
 - 1. All paint and finishing materials shall be applied by skilled workmen and shall be brushed or sprayed in even, thorough coats without runs, crazing, sags or other blemishes.
 - 2. All coats, regardless of material, shall be thoroughly dry before applying succeeding coats.
 - 3. Full drying time as recommended by the manufacturer of the particular paint involved shall be allowed between coats.
 - 4. All products shall be applied in strict accordance with the manufacturer's recommendations.
 - 5. Painting systems shall be applied by one or more of the following described methods. However, spray application will not be permitted for exterior surfaces unless the CONTRACTOR contains overspray by a method acceptable to the ENGINEER. Application equipment shall meet manufacturer's recommendations.
- D. Brush Application: Only top quality hog hair or synthetic bristle brushes shall be used. All paint shall be applied so as to form a uniform film of a thickness which is consistent with the specified coverage for the paint being used. Sufficient cross brushing shall be used to insure filling of all surface irregularities and complete coverage. Particular care shall be used in painting corners and other restricted places to obtain uniform application. All final brushing strokes shall be made in the same direction and toward the previously applied paint.
- E. Roller Application: Rollers used for applying coatings shall be of the highest quality and must be kept as clean as possible at all times. Any coating rolled on must form a uniform film and must give the same end results as a brushed on coat. Rolling shall be supplemented by brushing in areas where rolling could not give complete coverage, such as corners, edges, welds, crevices, bolts, rivets or other irregular surfaces.
- F. Spray Application: When paint is applied by spraying, the air gun used shall be adjustable for

regulation of the air and paint mixture. The equipment shall have a suitable water trap to remove moisture present in the compressed air. Paint pots shall be equipped with a hand agitator to keep the paint well mixed. All equipment shall be thoroughly cleaned at the end of each day's work. The width of the spray shall be not less than twelve (12) inches or more than eighteen (18) inches. The pressure shall be suitable for type of paint used. Frequent checks shall be made to insure maintenance of correct spreading rate; care shall be taken to see that edges, corners, and bolt heads are completely covered, and that there has been no bridging over the film. Airless spray application is acceptable with prior approval of the ENGINEER. The interior shall be applied with a plural component spray equipment. The plural component spray equipment shall be of the same type and setup used for certification of the CONTRACTOR to apply the product.

- G. Cleanup: At the completion of the work, the CONTRACTOR shall clean off all paint spots, oil and stains from surfaces and leave the entire project in a satisfactory condition. Special attention shall be given to the tank foundation in that it shall be protected at all times from paint splatter. Any overlapping of the paint onto the concrete shall be cleaned by grinding or other methods as approved by the ENGINEER. The CONTRACTOR shall contain all waste and process discharge in accordance with the accepted methods for the process and materials that are in abatement. All waste shall be contained and characteristics determined in accordance with EPA regulations found under 40CFR216 Subpart B-Criteria for identifying the Characteristics of Hazardous Waste and for Listing Hazardous Waste and applicable VDH/DEQ regulations. If the waste is not a hazardous waste under the regulations that govern and is eligible for disposal in a municipal/SPSA landfill, it shall be the CONTRACTOR's responsibility to properly load, secure, transport, and dispose of all such waste. If the waste is found to have one (1) of the eight (8) characteristics of hazardous waste or to be a listed hazardous waste, the CONTRACTOR shall secure the materials and containerize them providing labels and markings in accordance with the EPA, VDH, DEQ, and DOT regulations. The CONTRACTOR will take responsibility for and dispose of the waste if it is determined to be a regulated hazardous waste. Cost associated with disposal of hazardous waste shall be included in the CONTRACTOR's bid and shall be considered subsidiary to the various pay items shown in the Bid Proposal.

3.04. STRIPE COAT –INTERIOR AND EXTERIOR SURFACES

- A. See PART 2 – PRODUCTS for stripe coat material. All coatings shall be NSF certified (for storage tank interior applications), applied by brush and thinned according to written coating manufacturer's recommendations applied to all welds, weld seams, and tack welds (new and old), edges, bolts, rivets, ladder rails and rungs, seamed corners, joints of any kind and locations where brackets, lugs and other difficult to coat surfaces. Stripe coat on all welds and weld seams shall extend two (2) inches minimum, below and beyond all welded sections. Stripe coat shall occur in coating system layering as stated in PART 2 – PRODUCTS.
- B. Stripe coat is accomplished by moving the brush back and forth in a scrubbing motion working primer into all crevices. Stripe-coat shall be performed with a high quality bristle brush using primer that has been thinned according to manufacturer's instructions. Bristles left on the surface shall be removed before the coating dries. If bristles are discovered after the coating has dried, the bristle shall be removed, the coating removed, and the area correctly re-coated at no additional cost to the OWNER.
- C. Stripe coating shall be tinted such that it can be easily distinguished from the other coats.

3.05. DEHUMIDIFICATION

- A. Dehumidification equipment shall be used to control the environment in the reservoir wet area

and roof 24 hours a day during blast cleaning, coating application and coating cure. Approved automatic real time monitoring equipment shall be provided. This equipment shall be used when no CONTRACTOR personnel are on site.

- B. Dehumidification equipment may be used to control the environment in the pedestal, dry riser and dry well 24 hours a day during blast cleaning, coating application and coating cure. If the CONTRACTOR uses dehumidification to control the environment in the pedestal, dry riser and dry well, the CONTRACTOR shall furnish dehumidification at his expense.
- C. Desiccant dehumidifiers are required and will be a solid desiccant design having a single rotary desiccant wheel capable of fully automatic continuous operation. No liquid, granular, or loose lithium chloride drying systems will be accepted. The desiccant wheel shall be made of a fire retardant material tested to ASTM standard E 84-90. Air conditioning units may be used only if in combination with Desiccant units to control temperature.
- D. The CONTRACTOR shall furnish all labor, materials, equipment, fabrication and quality control inspections, and all other incidentals required to control and maintain the environment of the reservoir within the parameters stated in this specification and shall incorporate these and any other expenses into his bid.
- E. The Owner reserves the rights, in the event the dehumidification equipment is not performing to the minimum requirements stated in this specification, to require the CONTRACTOR to modify and or add additional equipment to satisfy the conditions of this specification, at the sole cost to the CONTRACTOR. It is the CONTRACTOR's responsibility to provide adequate dehumidification equipment to meet this specification and Coating Manufacturer's requirements.
- F. Coating Manufacturer's minimum limits of surface temperature, interior reservoir air temperature and relative humidity requirements shall govern if more stringent than the requirements stated within this Specification:

Surface Temperature:

- 1. Abrasive cleaning operations:
 - a. Dew point- minimum of 17 degrees below the surface temperature of the reservoir interior.
- 2. Coating operations:
 - a. Surface temperatures shall be maintained at a minimum of 40° F or the published Coating Manufacturer's recommendations. Coating Manufacturer's recommendations shall govern if minimum temperature required is greater than 40° F. The maximum air and surface temperature shall not exceed the published recommendation of the Coating Manufacturer.
 - b. Dew point- minimum of 17 degrees below the surface temperature of the reservoir interior.
- 3. Coating curing:
 - a. Dew point- minimum of 10 degrees below the surface temperature of the reservoir interior.

Relative Humidity:

- 1. Abrasive cleaning operations:
 - a. The relative humidity of the reservoir inside ambient air shall not exceed 55% RH as

measured by a sling psychrometric or another measuring device such as a continuous EMD (electronic monitoring device).

- b. The reservoir inside ambient air shall be maintained, as stated in the preceding paragraph, until the abrasive cleaning operations have been completed and coating operations have covered all bare substrates.

2. Coating operations:

- a. During coating operations the relative humidity of the reservoir inside ambient air shall not exceed 55% RH as measured by a sling psychrometric or another measuring device such as a continuous EMD (electronic monitoring device).

3. Coating curing:

- a. During coating curing the relative humidity of the reservoir inside ambient air shall not exceed 75% RH as measured by a sling psychrometric or another measuring device such as a continuous EMD (electronic monitoring device).

Air Change:

1. Abrasive cleaning and coating operations:

- a. The equipment shall be sized so that it is capable of changing the volume of the air inside the entire reservoir a minimum of one (1) time per hour during abrasive blasting and coating operations.

2. Coating curing:

- a. During coating curing and when no coatings are being applied inside the reservoir the equipment shall be sized so that it is capable of changing the volume of the air inside the entire reservoir a minimum of two (2) times per hour.

Air Distribution:

1. The process air shall be distributed so as to be able to contact the entire reservoir interior. If necessary, special equipment shall be provided to achieve this requirement.
2. To prevent the introduction and distribution of moisture into the controlled environment during the abrasive cleaning operation, air compressors shall be operated with after coolers or deliquescent dryers for moisture removal.
3. Air filtration/dust collectors shall be used in conjunction with the dehumidification equipment during blasting operations.

Power:

1. All desiccant dehumidification units shall be propane powered. However, if sufficient electrical power is available, electrical power may be used. Use of air conditioning to achieve dehumidification is not acceptable.

3.06. DISINFECTION

- A. Prior to placing the tank in service, the structure shall be thoroughly disinfected by spray application of a chlorine and water solution as described in AWWA Specification C652-02, Section 4.3 - Chlorination Method 2.
 1. The **OWNER** shall be notified a minimum of two weeks in advance of proposed date of commencing tank disinfection. Water and sufficient pressure for flushing, cleaning, initial testing and disinfection shall be supplied by the Owner at no cost to the **CONTRACTOR**.

2. However, CONTRACTOR shall be aware that after tank disinfection, the water used for disinfection may not be able to be placed into the water system and may need to be dechlorinated and discharged from the tank.
 3. Any costs associated with de-chlorination and discharge from the tank shall be the sole responsibility of the CONTRACTOR.
- B. Following disinfection, the tank shall be filled and sampled by the CONTRACTOR for bacteriological testing, prior to being put into service.
1. The testing shall be as described in AWWA Specification C652, latest edition, Section 5.1 – Bacteriological Sampling and Testing.
 2. Results of the test shall be reviewed by the Engineer. Final decision of the suitability of the disinfection procedure shall rest with the Engineer.
 3. Should repeat of the disinfection procedure be required, additional cost of disinfection, testing and water to fill the tank shall be borne by the CONTRACTOR at no additional cost to the Owner.
- C. CONTRACTOR shall be allowed to fill the elevated storage tank once for testing without being required to pay for the water. If the event the tank must be drained and re-fill for any reason, the CONTRACTOR will be required to pay for water needed to fill the tank.

3.07. FIELD QUALITY CONTROL

- A. General: All work and materials supplied under this specification shall be subject to inspection by the OWNER or its representative.
1. The Engineer shall provide a full-time NACE-Certified Coating inspector.
 2. The inspector shall inspect the tank at the shop prior to the application of the first coat of paint for the purpose of insuring that the metal surface has been properly prepared for painting.
 3. Inspection shall be verified by the inspector to comply with SSPC VIS 1-89 in conjunction with surface preparation specifications.
 4. The representative shall also inspect and test each primer, intermediate and finish coats to insure that the paint has been applied correctly and that the dry mil thickness of each coat and the total dry mil thickness have been painted to the hereinabove specified.
 5. The inspector shall maintain daily records of site and weather conditions that can affect the coatings. This includes but is not limited to dew point, humidity, surface temperature and air temperature.
 6. Prior to paint application, the surface preparation shall be inspected for compliance with SSPC-SP10 near white metal with a 1-3 mil surface profile. This surface profile will be measured in at least two locations per 100 sq ft of blasted area using press-o-film surface profile impression tape with an appropriate micrometer.
 7. All parts of the work shall be accessible to the inspector.
 8. The CONTRACTOR shall correct such work or replace such material if found defective. Such inspection will not relieve the CONTRACTOR of the responsibility of furnishing qualified labor and materials in strict accordance with the specifications.
- B. Threshold Inspections: At certain stages in the project the CONTRACTOR will not be allowed to proceed until a thorough inspection has been performed by the OWNER's representative and the OWNER's representative has approved the work up to that point. The

following threshold inspections will be required:

1. Surface Preparation and Repair Completion: After all repairs have been made and surfaces prepared in accordance with these specifications and the coating manufacturer's instructions. The project site or area to be painted (interior or exterior of tank) shall be cleaned and ready for coating operations to begin.
 2. Completion of Each Coat: After each prime coat application and touch up; when the tank is ready to receive the following coat.
 3. Substantial Completion: When all work and clean up is completed and prior to CONTRACTOR moving equipment and manpower off the job.
 4. The CONTRACTOR will notify the OWNER forty-eight (48) hours in advance of needing threshold inspection. Prior to scheduling the inspection, the CONTRACTOR shall have sufficiently reviewed his work and believe it to be ready for threshold inspection. The cost of additional threshold inspections required because work was not approved at the original threshold inspection will be borne by the CONTRACTOR. The threshold inspections will not relieve the CONTRACTOR of his responsibility to furnish qualified labor and materials in accordance with the specifications.
- C. Quality Control Log: The CONTRACTOR shall maintain a quality control program to include a daily log, and at a minimum, the following quality control checks:
1. Daily compressed air blotter test.
 2. Surface preparation visual checks using SSPC VIS 1-89.
 3. Surface profile checks periodically using Testex Replica Tape.
 4. Wet film thickness, periodically as coating is applied using an approved gauge.
 5. Dry film thickness, daily and periodically as coating dries, using an Elcometer Thickness gauge or equal.
 6. Holidays, daily and periodically as needed using an approved low voltage holiday detector.
 7. Environmental condition, minimum of twice daily, once prior to beginning work and once in the afternoon to include:
 - a. Ambient temperature.
 - b. Dew point and relative humidity using a sling Psychrometer and U.S. Weather Bureau Psychrometric Charts.
 - c. Steel surface temperatures on at least two opposite sides of tank using surface sensing thermometers.
 - d. Wind speed and direction.

The CONTRACTOR's daily log shall be kept on site at all times and be made available for review by the OWNER or OWNER's representative on demand. The daily log shall include as a minimum the following information:

- Date.
- Name of CONTRACTOR.
- Project Name.
- Person's Name who Makes Log Entry.
- Specific Progress

- Areas of tank blasted
- Repairs made including location
- Coatings applied and location
- Touch Up work and location
- Environmental conditions as listed in Paragraph 3.05.C.7., and the time readings were taken.
- Locations and results of all quality control checks.
- Product manufacturer and batch numbers of coatings used that day.
- Problems encountered and action taken as a result.

D. Testing Equipment:

1. The CONTRACTOR shall furnish an approved type dry mil gauge apparatus to measure the dry film thickness. The Elcometer Thickness Gauge or equal shall be furnished to the OWNER for his use.
2. The CONTRACTOR shall also furnish to the OWNER, for his use, holiday detector devices. Holiday detector devices shall be approved low-voltage type.
3. All of the above inspection gauges shall be furnished and on the job before the OWNER will permit painting operations to proceed and shall remain on the job until its completion and acceptance.
4. The CONTRACTOR or his representative shall instruct the OWNER on the proper use, care and calibration of all such gauges.
5. The above-required testing gauges and calibration materials shall be furnished to OWNER and are returnable to the CONTRACTOR upon completion of the job. The cost of furnishing all of the above required gauges to the OWNER for his use shall be borne by the CONTRACTOR.

- E. Bacteriological Testing: Following disinfection, the tank shall be filled and sampled by the CONTRACTOR for bacteriological testing, prior to being put into service. The testing shall be as described in AWWA Specification C652-92, Section 4.4 - Bacteriological Sampling and Testing. Results of the test shall be reviewed by the ENGINEER. Final decision upon the suitability of the disinfection procedure shall rest with the ENGINEER. Should repeat of the disinfection procedure be required, additional cost of disinfection, testing and water to fill the tank shall be borne by the CONTRACTOR at no additional cost to the OWNER.

3.08. TESTING/OBSERVATION

- A. Observations shall be conducted by the Owner's Representative or a third party inspection company and the Owner's Representative. Final observations shall be performed in the presence of the Owner or their Representative and the CONTRACTOR's Superintendent. All materials and equipment used in the accomplishment of testing are subject to observation at any time by the Owner and/or Inspector. Periodic observation times will be agreed upon by the Inspector and CONTRACTOR, and approved by the Owner.
- B. The Owner may conduct the tests and observations to verify the Coating Manufacturer's data. If the coating testing results fall below the test requirements or visual observation, the Owner reserves the right to have the CONTRACTOR change coating materials and/or Coating Manufacturers to a coating that will meet ALL the stated requirements in this Specification.
- C. All steps of the coating system will be subject to observation prior to progression to succeeding steps. Phases of observation shall include, but not limited to:
 1. Pre-cleaning (before surface preparation) survey of facilities to be primed
 2. During surface preparation and prior to coating application

3. During and immediately after each coating application
 4. Final coating observation
 5. Pre-disinfection
- D. The CONTRACTOR shall not move or remove scaffolding, ladders or other fixtures necessary to provide proper observation until such work has been observed and approved by the Inspector and/or the Owner's Representative.
- E. Any work found to be deficient, damaged, or otherwise unacceptable shall be repaired in accordance with the Coating Manufacturer's latest written repair recommendations at no additional cost to the Owner.
- F. Owner and Owner's Representative will make every attempt to minimize damage to newly coated areas during observation activities, but any damage caused, regardless of by whom, shall be repaired by the CONTRACTOR at no additional cost to the Owner.
- G. Observation and/or acceptance of CONTRACTOR's work by Owner, Inspector or their Representatives in no way releases CONTRACTOR from any of the terms and conditions of the Contract Agreement.
- H. The following test and observations will be performed:
1. Surfaces of all steel shall first be cleaned and observed by the CONTRACTOR's Superintendent to ensure that all grease, oil, and other foreign materials have been removed before coating. Any area found to be improperly cleaned, shall be redone to the OWNER'S Representative's satisfaction. Final surface preparation shall be as outlined in the Steel Structures Painting Council's Surface Preparation Specifications SSPC SP1 through SP11. Prior to observation of all interior and exterior surfaces by Owner's Representative, CONTRACTOR's Superintendent shall observe and confirm readiness for inspection.
 2. The pattern depth of the abrasive blasted surface shall be as specified by the Coating Manufacturer's written surface profile recommendations, see coating schedule for minimums. The profile shall be measured by a Testex Tape. SSPCVis- 1 Pictorial Surface Preparation Standards shall serve as guides and in arbitration to determine the degree of surface preparation. Each and every square foot of the reservoir surface interior and exterior shall be prepared as per SSPC visual standards.
 3. Before and/or during blasting and coating operations, a field observation and possibly a field test of ventilation flow-rates may be performed by the Owner to verify that the ventilation requirements are being provided.
 4. All waste testing shall be performed by the CONTRACTOR using a third party inspection company approved by the Owner. Reports shall be submitted to the Owner and approved prior to removal of waste from the site. If the waste is not a hazardous waste under the regulations that govern and is eligible for disposal in a municipal/SPSA landfill, it shall be the CONTRACTOR's responsibility to properly load, secure, transport, and dispose of all such waste. The CONTRACTOR shall submit a copy of all waste transportation invoices to the Owner within seven (7) calendar days of waste removal.
 5. If the waste is found to have one (1) of the eight (8) characteristics of hazardous waste or to be a listed hazardous waste, the CONTRACTOR shall secure the materials and containerize them providing labels and markings in accordance with the EPA, VDH, DEQ, and DOT regulations. The CONTRACTOR will take responsibility for and dispose of the waste if it is determined to be a regulated hazardous waste. Cost associated with disposal of hazardous waste shall be included in the CONTRACTOR's bid and shall be

considered subsidiary to the various pay items shown in the Bid Proposal.

6. Measurement of the dry film thickness shall be made in accordance with SSPCPA2 (latest edition) with magnetic or digital gauges. Measurements of the actual dry film thickness of the various coating layers applied shall be made by the Owner's Representative with assistance from CONTRACTOR. Final film thickness measurements shall be made at such locations as designated by the Owner and/or Owner's Representative.
7. Holiday Testing: Following the application of the Finish Coat the interior wet coatings shall be holiday tested using a wet sponge low voltage holiday detector in accordance with AWWA D102-03 in the presence of the Field Inspector. All touched up pinholes and re-coated areas shall cure for a minimum of seven (7) days prior to retesting for holidays. During the wet sponge testing, defective areas shall be marked for repair and retested after repair work has been completed. Holiday testing and retesting shall continue until the interior surfaces are found to be holiday free. A Tinker-Razor (or equal) Low Voltage Holiday Detector shall be used for all holiday testing. The coating system must pass the holiday test regardless of the mil thickness existing.
8. No pinholes, holidays, or other irregularities will be permitted in the final interior coating inspection.
9. On days when blasting and/or coating is being performed, the CONTRACTOR shall monitor and record ambient climatic conditions, and interior reservoir conditions as follows:
 - a. Air temperature, steel surface temperature, humidity and dew point shall be measured and recorded by the CONTRACTOR prior to beginning of blasting and prior to application of coating, daily. Surface temperature shall be measured using Owner approved thermometers. Temperature of both the sunny side and shady side of the reservoir shall be recorded periodically each day. The reservoir surface temperatures, relative humidity, dry bulb, wet bulb and dew point temperatures, both interior and exterior (as appropriate), are to be recorded at least every (3) three hours. The dew point shall be measured by use of a sling psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychometric Tables. The CONTRACTOR shall use a form approved by the Owner for recording this data. The completed forms shall be kept on the job site at all times from the time coating is first applied until the coating system is complete.
10. All coatings submitted shall pass a 7-day chemical spot test to the following chemicals with no cracking, blistering or delamination.

1, 1, 1 Trichloroethane
Methyl Ethyl Keytone (MK)
Ethanol

3.09. ANNIVERSARY INSPECTION

- A. The CONTRACTOR shall observe all surfaces of the reservoir with the OWNER within 23 months after the reservoir work has been accepted for Substantial Completion and placed in service. If an observation date has not been established within 23 months after the reservoir has been placed in service, the two-year observation inspection shall be considered waived, except in the event the OWNER is unable to remove the reservoir from service due to extremely long dry climate conditions or otherwise adverse weather conditions or due to unexpected breakdowns in the distribution system. The date of anniversary observation may be extended for a period of time not to exceed thirty (30) months beyond the date of Final Completion and acceptance of the work.

- B. If failures in any portion of the reservoir surface exceed five (5) percent of that portion, as determined by the OWNER, then for that portion, the entire coating system shall be completely removed, re-coated and re-tested in accordance with the specifications herein. In the event any portion of the reservoir surface requires repair, partial or complete, a second anniversary observation shall be made unless the OWNER otherwise deems it not to be necessary. If subsequent anniversary observations are made, time stipulations, coating removal, repair; re-testing requirements shall be the same as provided for in this Specification. Each subsequent repair will have a warranty observation to occur within 11 to 23 months after the repair is completed.
- C. The OWNER will isolate the reservoir from the distribution system and drain the reservoir. The CONTRACTOR shall open, clean out, high-pressure water wash and rinse the tank prior to the anniversary observation. After observation of the tank is complete and repair work accepted by OWNER, the CONTRACTOR shall follow disinfection procedures specified in section 3.06. Disinfection of the tank, after anniversary observation, shall be by OWNER as described above should CONTRACTOR meet cleanliness requirements.
- D. The CONTRACTOR shall provide suitable and adequate equipment including, lighting, ventilation, rigging, cable climbers, mirrors, inspection equipment, and sufficient man-power to clean, disinfect and move equipment and tools around the tank, etc., as may be necessary to facilitate complete observation of all interior surfaces. The CONTRACTOR shall bear all costs of the anniversary observation and shall incorporate such costs into his bid.
- E. Any location, including but not limited to locations where a coating has peeled off, bubbled, blistered, chipped, or cracked, etc., or where pinholes and/or Holidays are present and locations where rusting or corrosion is evident, will be considered a failure or defect of the coating system and shall be repaired as required. Repairs will be made at areas or locations where coating failures are found, even though metal surfaces may be protected by a cathodic protection system.
- F. Methods of testing for coating failure which, may or may not be evident, shall include, but not be limited to, adhesion tests, film thickness measurement, Holiday testing, etc. Testing may be non-destructive or destructive. The CONTRACTOR, at his expense, shall repair all areas where destructive tests are performed.
- G. The anniversary repair work shall be completed within an agreed time period as determined by the OWNER and CONTRACTOR. All repairs shall be made as per the Coating Manufacturer's written repair work instructions or that which is approved and acceptable to the OWNER and completed within ninety (90) calendar days of the anniversary observation. Holiday testing will be used to check all reservoir interior coating repairs, including the interior roof.

END OF SECTION



**TOWN OF SMITHFIELD
310 INSTITUTE STREET
P.O. BOX 246
SMITHFIELD VIRGINIA 23430**

PROJECT NAME: WATER TANK MAINTENANCE

BID DUE: BY 10:00 A.M., THURSDAY SEPTEMBER 8, 2016

CONTRACT OFFICER: SONJA EUBANK

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax No.: _____

Email: _____

Name: _____ Title: _____

Please attach this cover sheet to front of your bid package

General Terms and Conditions

Contract Period:

The contract period shall be in effect as described in the contract award.

Probation Period:

There shall be a probation period starting from the time of the award and until year one maintenance is completed on the Wilson Road Tank. During this time the Town may cancel the contract at any time for any reason. Verbal and written notification with cause for cancellation will be provided to the contract provider.

Cancellation:

After the probation period, the Town may cancel the contract at any time for vendor poor performance. Cancellation shall not release the vendor from legal remedies available to the Town.

Public Notice of Award:

Public notice of award will be posted on eVA (eva.virginia.gov) and at Town Hall, 310 Institute Street, Smithfield Virginia.

Payment and Invoices:

Final contract documents will specify the method and time table of payment and schedule of payments. All invoices over \$10,000 require Town Council approval and must be submitted by the 15th of each month in order to be included on current month's committee agenda.

Contractual Disputes:

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after receipt of final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or at the beginning of the work upon which the claim is based.

No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the public body's chief administrative officer or his designee. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the public body fails to render a decision within 90 days of submission of the claim. Failure of the public body to render a decision within 90 days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the public body's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.

A contractor may not invoke administrative procedures meeting the standards of § 2.2-4365, if available, or institute legal action as provided in § 2.2-4364, prior to receipt of the public body's

decision on the claim, unless the public body fails to render such decision within the time specified in the contract or, if no time is specified, then within the time provided by subsection C (§ 2.2-4363). A failure of the public body to render a final decision within the time provided in subsection C shall be deemed a final decision denying the claim by the public body.

The decision of the public body shall be final and conclusive unless the contractor appeals within six months of the date of the final decision on the claim by the public body by invoking administrative procedures meeting the standards of § 2.2-4365, if available, or in the alternative by instituting legal action as provided in § 2.2-4364.

Applicable Laws:

This solicitation and any resulting contract shall be governed in all respects by the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Isle of Wight County. The parties are encouraged to resolve any issues in controversy arising from the award of this contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures as provided for in Section 2.2-4366 of the Code of Virginia (1950, as amended). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

Anti-Discrimination:

The Contractor is prohibited from engaging in employment discrimination and must comply fully with the provisions of the Code of Virginia, Section 2.2-4311 (1950, as amended).

The Town of Smithfield does not discriminate on the basis of race, sex, age, handicap, national origin or faith/religious affiliation.

By submitting their proposals/bids, offerors/bidders certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. See Code of Virginia, § 2.2-4343(1)(E).

In every contract over \$10,000, the provisions in (1) and (2) below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contract, will state that such Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of (1) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Sub-Contractor or vendor.

Nondiscrimination of Contractors:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

Ethics in Public Contracting:

By submitting their bids/proposals, bidders/offerors certify that their bids/proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their proposal/bid, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The bidder/offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the documents submitted, each bidder/offeror attest that his/her agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the bidder/offeror, or itself, to gain any favoritism in the award of this contract.

Immigration Reform and Control Act of 1986:

By submitting their proposals/bids, offerors/bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

Antitrust:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Town of Smithfield all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and Town of Smithfield, relating to the particular goods or services purchased or acquired by Town of Smithfield under said contract.

Drug-Free Workplace:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Sub-Contractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract

Payment Requirements:

All contracts awarded by any agency of local government require the following action to be taken by contractors:

- a. Within seven days after receipt of amounts paid for work performed by the subcontractor under that contract:
 - (1) pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
 - (2) notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 - (3) A subcontractor may contact the contracting agency concerning non-payment and non-notification by the prime contractor. The subcontractor has to show proof that it has not been paid by providing supportive document.

- b. If an individual contractor, provide social security number in order to receive payment.
- c. If a proprietorship, partnership or corporation, provide federal employer identification number.
- d. Pay interest to subcontractors on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the agency for work performed by the subcontractor under that contract, except for amounts withheld as allowed in (2) above.
- e. Interest shall accrue at the rate of one percent per month.
- f. To include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

NOTE: A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town of Smithfield. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

Silence of Specifications:

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

Background Checks:

The Town of Smithfield reserves the right to request sufficient information from any and all contracted service providers to allow law enforcement background checks on employees working on Town property and public right-of-ways

Qualifications of Contractor:

The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect bidder/offeror's physical facilities prior to award to satisfy questions regarding the bidder/offeror's capabilities. The Town further reserves the right to reject any bid/proposal, if as the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the Town that such bidder/offeror is properly qualified to carry out obligations of this contract and to provide the services and/or furnish the good contemplated therein.

Testing and Inspection:

The Town reserves the right to conduct any test/inspection if may deem advisable to assure goods and services conform to the specifications.

Assignment of Contract:

A contract shall not be assignable by the contractor in whole or in part without written consent by the Town.

Subcontractors:

The Contractor is required to submit a sub-contracting plan to the Town with the bid proposal. Sub-contracting plan must include the following information:

- Name and address of all sub-contractors
- Number of years sub-contractor has been in business
- Five references for each sub-contractor showing similar type of work completed within the last five years
- Specific work on this contract to be performed by sub-contractor
- Percentage of work on this contract to be performed by sub-contractor

Availability of Funds:

It is understood and agreed between the parties herein that the Town shall be bound hereunder only to the extent of the funds or which may hereafter become available for the purpose of this agreement.

Authorization to Conduct Business in the Commonwealth:

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

W-9 Request for Taxpayer Identification Number and Certification:

The Town of Smithfield is required by IRS regulations to issue Forms 1099 to qualifying companies and individuals. The attached W-9 forms must be submitted with your bid package to ensure compliance with all IRS reporting obligations.

Special Terms and Conditions

Pre-Bid Conference:

A non-mandatory pre-bid conference/site visit will be held THURSDAY, AUGUST 11TH 2016 AT 10:00 A.M at the Department of Planning, Engineering and Public Works located at 310 Institute Street, Smithfield Virginia.

The purpose of this conference is to allow potential bidders an opportunity to present questions, obtain clarification relative to any facet of this solicitation and to tour the site(s).

While attendance at this conference will not be a prerequisite to submitting a bid, contractors who intend to submit a bid are encouraged to attend. Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Award of Contract:

The Town will award this contract to the lowest responsive and responsible bidder consistent with the Virginia Public Procurement Act Section 2.2-4300. Contract awards may be made to more than one bidder if in its sole discretion is deemed to be in the best interest of the Town.

The Town reserves the right to waive minor non-substantive errors in the bid, to reject any/or all bids, to award any bid in whole or in part and award the bid considered to be in the best interest of the Town. The Town also reserves the right to negotiate with the lowest responsive, responsible Bidder should bid exceed available funds.

Mobilization:

The Town of Smithfield does not advance mobilization costs incurred by a contractor to start a project awarded for a lump sum bid. A line item for mobilization with a not to exceed limit of 10% of total bid is included for contracts awarded with unit item bid pricing.

The Town pays for projects at an agreed upon schedule or at the time of completion of the work as stated in the final contract documents.

All invoices of \$10,000 dollars or greater must be brought before Town Council for approval before payment is rendered

Acceptance and Final Approval:

All projects, regardless of size will require a final inspection before acceptance. The contractor, by his own comprehensive inspection, will determine when all work is completed and all other contract requirements are fulfilled. The contractor then notifies the Project Manager (PM) to request a Pre-Final Inspection (PFI). Upon receiving the PFI request, but before scheduling the PFI, the PM will tour the project site with the Inspector to determine that the contractor's request is based on a project site that is indeed substantially complete. Substantial completion is defined as the point at which, in the opinion of the PM, the project is essentially complete and available for the Town's beneficial use. If the project has not attained substantial completion the contractor's request for the PFI will be denied until the contract work is actually completed.

If the contractor's request for a PFI is granted, the inspection will be arranged by the PM so that the representatives of the contractor and town staff can attend. During the inspection, the PM will discuss any identified incomplete work, unacceptable work or defects requiring correction with the contractor and compile a substantial completion punch list. The substantial completion punch list will be delivered to the contractor and will include the date of the completion.

After the contractor has completed all the items presented on the Substantial Completion Punch List, a final inspection of the project will be requested. The PM and Town staff will perform the final inspection with a contractor representative to verify that all items on the punch list have been completed and that the project is completed according to the approved contract documents and applicable plans. If a final inspection reveals uncorrected deficiencies the PFI procedure will be repeated, at the contractor's expense, until an acceptable final completion walk-through has been accomplished.

Once the PM and Town staff has verified that the contractor has satisfactorily completed the project, a notice of completion and acceptance will be sent to the contractor. The notice will include date of final completion for the contract and establish the beginning of the warranty period. Upon completion of the contract work and receipt of the notice of completion, the contractor will prepare and submit a request for final payment to the PM. The PM will review the request for final payment and if approved, request for final payment is submitted the Treasurer's Office.

Guaranteed Work and Warranty Period:

The warranty period will begin on the final completion date and shall be effective for one calendar year unless otherwise stipulated by the final contract. Accordingly, as the end of the warranty period approaches, the PM will send the contractor a Notice of Warranty Inspection which identifies a time and location for the final warranty inspection to begin. Following the final warranty inspection and depending on whether or not defects are identified for correction, the PM will send a Release from Warranty (no defects noted) or a Release from Warranty (noted defects corrected), to the contractor stating that the contract is released of further responsibility for any warranty on the project. In cases where warranty items are identified for correction, additional final warranty inspections will be scheduled until all defective work is corrected to the satisfaction of the PM.

Contract Administration:

Work to be performed under this program will be administered by the Town on a task by task basis. Letter proposals for each task or combination of tasks will be requested by the Town based on the approximate schedule. Work on each task shall not take place until the letter proposal,

scope of work and associated fee has been approved by the Town. Individual fees and payment terms for each task will be negotiated with the Town as part of the letter proposal process.

Required Reports:

Complete detailed reports and photographs shall be provided to the identified town staff. The tanks shall be inspected annually and washed out a minimum of every five years and a detailed report with photographs shall be submitted to the identified town staff.

Additional Contractor Requirements:

Contractor shall assume sole responsibility for all corrections and repairs to any water storage tank necessitated by acts of vandalism or through normal deterioration.

Contractor shall properly handle and dispose of any hazardous materials.

All surface preparation and coatings specified shall be strictly adhered to; there will be no variance. All rules and regulations of the Virginia Department of Health and OSHA will be strictly adhered to.

All permits or approvals required by the Commonwealth of Virginia to provide these services will be the responsibility of the successful Contractor. All required state permits shall be obtained by the Contractor. Copies of approvals shall be submitted to the Town prior to beginning work. Each Contractor shall employ on staff a Professional Engineer registered in the State of Virginia to provide all required engineering services in conjunction with the RFP.

The estimated pricing to be provided shall account for inflationary increases over the contract term. The pricing shall be used for budgetary purposes.

Each Contractor shall submit a formal document stating company policy on all safety procedures. Document procedures to include workers protection, confined space, fall protection, general safety procedures, and work around communications antennas.

Wireless Communication Equipment:

It will be the responsibility of the Contractor to coordinate any relocation of communication equipment directly with the wireless communication companies or other parties who may have antennas installed on the tanks. It shall be the responsibility of the Provider to recover any compensation to which the provider feels entitled directly from said companies or parties without involvement from the Town (e.g. damage to the tank coating during antenna installation, etc.).

Performance and Payment Bonds:

At the Owner's discretion, performance and payment bonds may be required on a task by task basis. Contractor shall be capable of obtaining bonds with a value of one hundred percent (100%) of each individual task identified.

EXCEPTION PAGE

- **FAILURE TO CHECK APPROPRIATE STATEMENT AND SIGN THIS PAGE MAY RESULT IN BID BEING NON-RESPONSIVE**

EXCEPTIONS:

Vendors must sign the appropriate statement below, as applicable:

() I understand and agree to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature: _____

() I take exception to terms, conditions, requirements, or specifications stated herein (vendor must itemize all exceptions below, and return with this IFB):

Firm: _____

Signature: _____

Vendors should note that any exceptions taken from the stated terms and / or specifications may be cause for their submittal to be deemed "non-responsive".

REFERENCES

Provide at least three references of recent relative Water Tank Maintenance work that has been performed.

Location: _____

Point of contact (name and phone #) _____

Dates services performed: _____

Location: _____

Point of contact (name and phone #) _____

Dates services performed: _____

Location: _____

Point of contact (name and phone #) _____

Dates services performed: _____

INSURANCE ENDORSEMENTS

Insurance: The contractor shall maintain adequate liability insurance, which shall protect and save harmless the Town of Smithfield, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of insurance prior to commencement of services. Separate forms which name the Town as additional insured and as alternate employer must be included with the Certificate of Insurance.

The Commonwealth of Virginia requires all contractors and subcontractors who regularly employ more than two (2) part-time or full-time employees to obtain and maintain worker's compensation insurance. The Town of Smithfield has extended this requirement to include all contractors and subcontractors who perform work on behalf of the Town with the exception of sole proprietors. Evidence of coverage needs to be provided prior to commencement of work.

Contractor shall have ten (10) days from notice of intent to award to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the Town to award a contract to the next responsive bidder, and hold the original contractor liable for excess costs.

TYPE OF INSURANCE COVERAGE

LIMITS

1. Workman's Compensation and Employer's Liability	Statutory \$500,000.00 each \$500,000.00 each Occurrence \$500,000.00 in Aggregate
2. Comprehensive General Liability with XCU & Contractual included	\$1,000,000.00 each \$1,000,000.00 each Occurrence \$2,000,000.00 in Aggregate
3. Property Damage Liability	\$1,000,000.00 each Occurrence
4. Commercial Automobile Liability	\$1,000,000.00 each Occurrence

CERTIFICATE OF INSURANCE (Workmen's Compensation & Liability)

Project:

Location: Town of Smithfield, Virginia

Owner: Town of Smithfield, Virginia
310 Institute Street
Smithfield, Virginia 23430

Contractor (Insured) _____

Address _____

The undersigned hereby certifies that the following policies, subject to their terms, conditions and exclusions have been issued by the named companies to the above insured and are presently in full force and effect:

A. WORKMEN'S COMPENSATION:

Policy No. _____ Expiration Date _____
Insurance Co. _____ Address _____

COVERAGE: Statutory Workmen's Compensation. Employers Liability Limit \$ _____ each accident

Locations covered _____

B. COMPREHENSIVE GENERAL LIABILITY & PROPERTY DAMAGE:

Policy No. _____ Expiration Date _____
Insurance Co. _____ Address _____

LIMITS:

Bodily Injury, Including Personal Injury

\$ _____ Each Person Property Damage / \$ _____ Each Occurrence

\$ _____ Each Occurrence / \$ _____ Aggregate

\$ _____ Aggregate Other _____

C. COMPREHENSIVE AUTOMOBILE LIABILITY & PROPERTY DAMAGE:

Policy No. _____ Expiration Date _____
Insurance Co. _____ Address _____

LIMITS:

Bodily Injury \$ _____ Each Person Property Damage \$ _____ Each Occurrence

Other _____
COVERAGE PROVIDED - for operation of all owned, non-owned and hired vehicles.

D. UMBRELLA EXCESS LIABILITY:

Policy No. _____ Expiration Date _____
Insurance Co. _____ Address _____

LIMITS: Single Limit Bodily Injury and Property Damage \$ _____ Each Occurrence.

COVERAGE PROVIDED - Applies in excess of the coverage's listed above for Employer's Liability, Comprehensive General, Automotive and Property Damage Coverage.

The undersigned further certifies that in the event of cancellation or any material change in any of the above policies, thirty (30) days prior written notice of such cancellation or change shall be delivered by registered mail to the above Owner.

NAME OF AGENCY _____

Address _____

Date _____ By _____

Authorized Insurance Representative
(Signature Required)

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	Town of Smithfield P.O. Box 246 Smithfield, VA 23431	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number											
Employer identification number											

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

^{*}Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SIGNATURE SHEET

To receive consideration for award, this signature sheet MUST be returned to the Department of Planning, Engineering and Public Works as it shall be a part of your response.

State Corporation Commission Identification Requirement: To the extent the Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership; such entity shall be authorized to transact business in the Commonwealth as domestic or foreign business entity by the State Corporation Commission. Any such business entity shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of this contract. The Owner may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of Virginia Code Section 2.2-4311.2.

Any Bidder/Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid/proposal the identification number issued to it by the State Corporation Commission. Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

State Corporation Commission Identification No.: _____

OR

Describe why the bidder/offeror is not required to be authorized by the State Corporation Commission: _____

Bidder/Offeror has examined copies of all the Bid/Proposal Documents including the following addenda:

Date:	Number:
_____	_____
_____	_____
_____	_____

Signature Requirement: My signature certifies that the bid/proposal as submitted complies with all Terms and Conditions as set forth in this IFB/RFP.

My signature further certifies that this bid/proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid/proposal for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of the Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid/proposal and certify that I am authorized to sign this bid/proposal for the bidder/offeror.

By signing this bid/proposal, Contractor certifies that they are not currently debarred by the Commonwealth of Virginia or any County, City or Town from submitting bids/proposals for the type of service covered in this solicitation, nor are they an agent of any person or entity that is currently so debarred.

If there are any parts of the terms and conditions that your company cannot meet, please provide specific information on an attached page.

Company Name: _____

Address: _____

Signature _____ Date _____

Name (type or print): _____

Official Title: _____

Federal Tax ID Number: _____

Telephone Number: _____ Fax Number: _____

E-Mail: _____

AGREEMENT

THIS AGREEMENT, made and entered into this day of _____ 2016, by and between the TOWN OF SMITHFIELD, VIRGINIA, whose principal office is 310 Institute Street, Smithfield, Virginia 23431 hereinafter called "OWNER", party of the first part, and _____ hereinafter referred to as "CONTRACTOR", party of the second part.

The CONTRACTOR did, on the ____ day of _____ 2016, submit a sealed bid to perform the services stipulated in accordance with plans and specifications prepared by the OWNER for the project entitled _____, which by reference is made a part hereof.

It is mutually understood and agreed by the parties hereto that the Invitation to Bid inviting Contractors to bid as published, Instructions to Bidder, Bid Form, Contract Agreement, Hold Harmless Agreement, Certificate of Insurance, Construction Documents and Drawings (if applicable), all proceedings by the governing body of the OWNER pertaining to the subject matter of this Contract, all of which documents are hereinafter referred to as Contract Documents and are a part of this Contract by reference the same as if each had been fully set out and attached hereto.

In consideration of the following mutual agreements and covenants to be kept by each party:

- a. The CONTRACTOR agrees to furnish and pay for all labor, tools, equipment, machinery, supplies, facilities, superintendence, insurance, taxes, utilities and services necessary to perform all items set forth in the written Contract Documents hereto attached and made a part hereof in strict compliance with the Contract Documents and Total Base Bid and all accepted alternates for a sum of _____ (the "Contract Sum"), subject to adjustment as provided in said documents.
- b. Invoice payments for work completed under this contract shall be made in strict accordance with the project specifications and any special conditions attached thereto.
- c. It is understood and agreed that all work shall be accomplished in strict compliance with the provisions of the Contract Documents. It is understood and agreed by both the Town and the Contractor that any modifications or additions to this agreement shall be made only by the full execution of the Town's standard contract change order form. Furthermore, it is understood and agreed by both parties that any work done by the CONTRACTOR on any such modification or addition to this AGREEMENT prior to the Town's execution of its standard Contract Change Order form shall be at the total risk of the CONTRACTOR and said work shall not be compensated by the Town.
- d. The parties agree that damages due to delay in completion of the work are uncertain and not readily capable of ascertainment. Accordingly, if the CONTRACTOR shall fail to complete the work or any part thereof within the time stipulated, or an applicable extension thereof, the CONTRACTOR shall pay to the OWNER as fixed and agreed, liquidated damages for each

calendar day of delay until the delayed work is corrected or accepted. Liquidated damages shall be an amount equivalent to Contract Sum divided by the total number of days from the date of the notice to proceed until the final completion date times the total number of days that completion is delayed past the final date of completion as required by the contract. The parties agree that this sum is proportionate to the probable loss and is not a penalty.

(a) The CONTRACTOR expressly waives any defense as to the validity of any liquidated damages stated in this Agreement as they may appear on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement as of the day and year first above written.

(I) OWNER: Town of Smithfield, Virginia

By: _____
Peter M. Stephenson
Town Manager
Date _____

ATTEST:

By: _____
Date _____

(II) CONTRACTOR:

By: _____
Date _____
Title: _____

ATTEST:

By: _____
Date _____
Title: _____

APPROVED AS TO FORM:

By: _____
William H. Riddick
Town Attorney
Date _____

HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENT, _____
_____ hereinafter called CONTRACTOR has entered into a CONTRACT with
TOWN OF SMITHFIELD, VIRGINIA, hereinafter called the OWNER, dated for
Project titled _____.

NOW, THEREFORE, in consideration of the award of said Contract to the CONTRACTOR, as well as other good and valuable considerations, CONTRACTOR, intending to be legally bound hereby, agrees to indemnify and save harmless TOWN OF SMITHFIELD from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the work, provided that such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (real or personal) including loss of use resulting therefrom and (b) is also caused in whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed or controlled by any one of them regardless of whether or not said claim, damage, loss or expense is caused in part by Owner.

In any and all claims against Owner, or any of their agents or employees by an employee of the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or any for whose acts any one or more of them may be liable, the indemnification's obligation of the Contractor hereunder shall not be limited in any way by any limits on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workmen's Compensation Act, or any disability benefit acts or any other employee benefit act of the Commonwealth of Virginia or any other State.

ATTEST:

CONTRACTOR:

BY: _____

BY: _____

DATE: _____