

**LINCOLN WATER COMMISSION
INVITATION TO BID
EXTERIOR PAINTING OF POTABLE WATER STORAGE TANK
RFP #2016-19**

Sealed bids are due at 2:00 p.m. on Monday, April 18, 2016

Bid Specs are available online at:

www.lincolnri.org/departments/purchasing.asp

or can be picked up at:

Lincoln Water Commission

96 Old River Road

Lincoln, RI 02865

Hours 7:30 am – 4:00 pm

INDEX

EXTERIOR PAINTING OF POTABLE WATER STORAGE TANK

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**LINCOLN WATER COMMISSION
INVITATION TO BID
EXTERIOR PAINTING OF POTABLE WATER STORAGE TANK
RFP#2016-19**

The Lincoln Water Commission is seeking bids from qualified Contractors to paint the exterior of a 2 million gallon potable water storage reservoir (approx. 97 feet diameter x 50 feet high) and to perform various minor repairs on the exterior of the structure. All work is to be started as soon as possible after award and be completed by June 15, 2016. The tank was last inspected in May 2009 and a written report is available.

Specifications are available by calling the Lincoln Water Commission between the hours of 7:30 a.m. and 4:00 p.m. Monday to Friday at 401-334-6735, or by fax request at 401-333-1108.

Sealed proposals will be accepted at the offices of the Lincoln Water Commission, 96 Old River Road, Lincoln, RI, 02865, until 2:00 p.m. April 18, 2016 at which time they will be opened publicly and read aloud. Proposals are to be placed in sealed envelopes clearly marked on the outside "Tank Bid". Proposals received after the time and date specified will be returned unopened.

The Lincoln Water Commission reserves the right to accept or reject any and all bids, to waive any irregularities, and to accept the bid deemed to be in its best interest. If the bid is awarded to any other than the apparent low bid, a statement will be issued giving the reason for the award.

Questions regarding the bid specifications may be submitted via email by April 8, 2016 to Romeo N. Mendes, PE, Superintendent, romeo@lincolnwatercommission.com and will be answered as an addendum to all bidders by close of business on April 12, 2016.

**LINCOLN WATER COMMISSION
96 OLD RIVER ROAD
LINCOLN, RI 02865**

**INVITATION TO BID
EXTERIOR PAINTING OF POTABLE WATER STORAGE TANK
RFP #2016-19**

BID OPENING DATE: MONDAY, APRIL 18, 2016

TIME: 2:00 PM

LOCATION: LINCOLN WATER COMMISSION
96 OLD RIVER ROAD
LINCOLN, RI 02865

PRESENT BIDS TO: ROMEO MENDES, PE, SUPERINTENDENT
LINCOLN WATER COMMISSION
96 OLD RIVER ROAD
LINCOLN, RI 02865

BID FORMS AND SPECIFICATIONS MAY BE OBTAINED ONLINE AT WWW.LINCOLNRI.ORG/DEPARTMENTS/PURCHASING.ASP OR FROM THE LINCOLN WATER COMMISSION AT 96 OLD RIVER ROAD, LINCOLN RI, BETWEEN THE HOURS OF 7:30 A.M. AND 4:00 P.M. WEEKDAYS.

ANYONE PICKING UP OR DOWNLOADING THE BID PACKET MUST SEND AN EMAIL TO ROMEO@LINCOLNWATERCOMMISSION.COM WITH THEIR CONTACT INFORMATION IN ORDER TO RECEIVE ANY ADDENDA.

QUESTIONS MAY BE EMAILED TO ROMEO@LINCOLNWATERCOMMISSION.COM BY END OF DAY ON FRIDAY, APRIL 8, 2016. QUESTIONS WILL BE ANSWERED AND EMAILED TO ALL BIDDERS BY END OF DAY ON TUESDAY, APRIL 12, 2016.

TOWN OF LINCOLN GENERAL SPECIFICATIONS

1. SUBMITTAL

Sealed bids (proposals) will be accepted in the office of the Lincoln Water Commission, 96 Old River Road, Lincoln, Rhode Island, until the time indicated on the attached advertisement for bids, for the commodities, equipment or services listed in the specifications; and will be then publicly opened and read at the prescribed time at the Lincoln Water Commission.

2. FORM OF BID

Proposals shall be submitted on the bid form provided within the invitation to bid package. The bidder is to copy the form, fill it out, and submit it in duplicate.

3. SUBMISSION OF BIDS

- a) Envelopes containing bids must be sealed and addressed to the Lincoln Water Commission, 96 Old River Road, Lincoln, RI 02865 and must be marked with the name and address of the bidder, date and hour of opening, and name of item in bid call.
- b) The Superintendent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
- c) Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Telephone bids, amendments, or withdrawals will not be accepted.
- d) Unless otherwise specified, no bid may be withdrawn for a period of thirty (30) days from time of bid opening.
- e) Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- f) Proposals received prior to the time opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.
- g) Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

4. RHODE ISLAND SALES TAX

The Lincoln Water Commission is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended.

5. FEDERAL EXCISE TAXES

The Lincoln Water Commission is exempt from the payment of any excise tax or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

6. QUALIFICATION OF BIDDERS

The Lincoln Water Commission may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the Lincoln Water Commission with all such information and data for the purpose as may be requested.

7. ADDENDA AND INTERPRETATIONS

No interpretation on the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretations should be in writing, addressed to Romeo Mendes (emailed to romeo@lincolnwatercommission.com) by end of day on Friday, April 8, 2016. Any and all interpretations, and supplemental instructions which, if issued, will be emailed to all perspective bidders (at the respective email address furnished by the bidder for such purpose), not later than end of day on Tuesday, April 12, 2016. Failure of bidder to receive any such addendum or interpretations shall not relieve any bidder from obligation under his bid as submitted. All addenda so issued shall become part of the Contract Document.

8. DELIVERY

All bids are to be **From Origin of Business**, delivery to be supplied with the Purchase Order. No extra charges for delivery, handling or other services will be honored. Only inside delivery and set-up, where required, will be accepted. **TAILGATE DELIVERIES WILL BE REFUSED.** The vendor must notify the Lincoln Water Commission 24 hours prior to delivery. All claims for damage in transit shall be the responsibility of the successful bidder. The Lincoln Water Commission will not make payment on damaged goods, they must be replaced or adjustments made at the option of the Commission. The Lincoln Water Commission is only represented by the Superintendent in these matters and that division, or its appointed representative or agent, shall be the only entity to negotiate any settlements. Deliveries must be made during normal working hours.

Bid price, where applicable, is to include the cost of uncrating and setting in place. Bid price, where applicable, is to include installation.

NOTICE TO VENDORS

1. Contracts shall be awarded by the Lincoln Water Commission to the lowest responsible bidder. In determining “lowest responsible bidder”, in addition to price, the Commission may consider:
 - The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - Whether the bidder can perform the contract or provide the service promptly or within the time specified without delay or interference;
 - The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - The quality of performance of previous contracts or services;
 - Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - The quality, availability and adaptability of the supplies or contractual services to the particular use required;
 - The ability of the bidder to provide future maintenance and service for the use of the subject contract;
 - The number and scope of conditions attached to the bid.
2. No proposal will be accepted if made in collusion with any other bidder.
3. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with RI General Laws (as amended), Sections 7-1.1-99, 7-1.1-105, and 7-1.1-106.
4. The Lincoln Water Commission reserves the right to reject any and all bid(s).
5. In determining the lowest responsible bidder, cash discounts for payment less than thirty (30) days will not be considered.
6. Where prices are the same, the Lincoln Water Commission reserves the right to award to one bidder, or to split the award.
7. Competitive prices may be obtained by all bidders attending formal bid opening. After a reasonable lapse of time, tabulation bids may be seen by applying in person at the Lincoln Water Commission. Telephone or written requests for the above will not be honored.

8. As the Lincoln Water Commission is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
9. In case of error in the extension of prices quoted, the unit price will govern.
10. The contractor will not be permitted to either assign or underlet the contract nor assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the Finance Director.
11. Delivery dates must be shown in your bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
12. A certificate of insurance shall be required of a successful vendor.
13. All vendors doing business within the Town are subject to the requirements as stated in the code of Ethics as established by the Town Ordinance No. 92-15 (9/22/92).
14. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Laws concerning payment of prevailing wage rates apply. (See RI General Laws Section 37-13-1 et seq., as amended).
15. No goods should be delivered or work started without a Purchase Order.
16. The Town requests that you submit one original and one copy of your bid.
17. Compensation to the contractor for professional services shall be based upon and measured by the following elements which are set forth below:
 - The successful bidder will submit to the Lincoln Water Commission an invoice for each completed project no later than the 1st week of every month. This invoice will then be added to Lincoln Water Commission agenda; the Commission meeting is the 2nd Wednesday of every month. Following the review and acceptance of the Invoice by the Town Council, a payment will be made to the Contractor within 30 days.
 - Additional Work. If, during the performance of this Agreement, other or additional services are required for this contract, the Town may order the Contractor to perform such additional services, payment to the Contractor for the same shall be as provided above. In order to be eligible for payment for additional services, Contractor must receive, prior to commencement of work, authorization from the Lincoln Water Commission.
 - Abandonment of Project. If the Lincoln Water Commission shall at any time during the performance of this Agreement, deem it necessary for the Commission to abandon or involuntarily defer the work under this Agreement, the Contractor shall be entitled to compensation for any work uncompensated, work performed prior to such time. Or

compensation shall be withheld if the Commission deems the work performed of poor quality.

- Termination. In the event that either party shall default in its obligations to perform in accordance with this Agreement, the other party may demand, in writing to terminate this Agreement by giving 48 hours written notice.

END OF SECTION

Lincoln Water Commission Albion Road Tank Painting Bid Documents, March 2016

Part 1 General Specifications

1.1 Work Location

The tank is located at 32 Albion Road in the Town of Lincoln in an industrial neighborhood, across the street from the North Central Airport. Lincoln RI. The property is gated and partly fenced. There is no electricity or potable water readily available for construction services; however, ample room for all necessary equipment and vehicles exists. There is sufficient space around the entire tank perimeter for erection of containment or the movement of vehicles and equipment. The overflow does have a long horizontal extension which limits movement along that area. The contractor is expected to operate so as to minimize disruption to the surrounding area.

1.2 Description of Work

A. The tank is a reservoir structure of approximately 2.0 million gallons with a diameter of 97 feet, a height to overflow of 39 feet and an overall height of 49.95 feet. A sketch of the tank is provided as *Attachment A*. The tank was erected in 1964, and the exterior was last painted in 1994. The work is described in detail below and in general includes surface preparation; application of primer, intermediate and finish coats; chlorination and testing; site restoration and clean up; and warranty repairs after eleven months.

B. The work is to start as soon as possible after award and is to be completed by **June 15, 2016**. The tank will be drained by LWC personnel upon one week's notice prior to start of work. All work will be inspected by LWC staff or their Engineering Consultant (Engineer). **The project must be completed within the time frame allowed.** The Contractor will be assessed a fee to recover the cost of delay in the amount of **\$500.00** for each weekday not worked and each calendar day after June 15, 2016 until the return to service date. *Return to service* is defined as full on-line operation after the completion of all work, testing, disinfection, filling operations, lab reports and approval by RI Department of Health. Delays due to weather will not be credited against the fee. A warranty inspection will be performed one year after return to service. Repairs identified as a result of the inspection will be scheduled at the convenience of the owner and any expense associated with the repairs, including testing and cost of water use will be borne by the Contractor.

C. All Contractors are reminded that the work is considered a Public Works project as defined by RIGL Title 37 Chapter 13 and prevailing wage rules and regulations apply.

1.3 Contractor Experience

A. The Contractor must have a minimum of five years successful experience in the application of protective coatings to large potable water tanks in New England. Each Contractor shall submit a list of at least three successful projects completed within the last five years including contact names and telephone numbers.

B. All employees of the Contractor must have OSHA training in confined space and any employees performing structural repairs shall have valid welding certifications. All employees applying protective coatings shall be trained in the application techniques as specified by the manufacturer and shall have a minimum of five years experience. Copies of training certifications and licenses will be required from the successful bidder.

C. The Contractor shall engage the services of a qualified rigger on the job at all times when rigging is being used.

1.4 Insurance and Bonds

The selected Contractor shall provide the Lincoln Water Commission with proof of adequate insurance, including Professional Liability in the amount of \$1 Million; and Workmen's Compensation and Automotive Liability in amounts sufficient to meet Local and State requirements.

No Bid or Performance Bonds are required for this project, however 10% of the bid price will be held as a retainer until the eleventh month anniversary inspection.

1.5 Safety

A. General: The Contractor shall provide and require use of personnel protective equipment for their employees working in or about the project site.

B. Head and Face Protection: Equipment shall include protective helmets that shall be worn by all persons while in the vicinity of the work. In addition, workers engaged in or near the work using power tools shall wear eye and face protection devices.

C. Ventilation: Where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof. Ventilation shall reduce the concentration of air contaminant to the degree that a hazard does not exist. Air circulation and exhausting of solvent vapors shall be continued until coatings have fully cured.

D. Sound Levels: Whenever the occupational noise exposure exceeds maximum allowable sound levels, the Contractor shall provide and require the use of approved ear protective devices.

E. Illumination: Adequate illumination shall be provided while work is in progress, including explosion-proof lights and electrical equipment. Whenever required by the

Engineer, the Contractor shall provide additional illumination and necessary supports to cover all areas to be inspected. The Engineer shall determine the level of illumination for inspection purposes.

F. Temporary Ladders and Scaffolding: All temporary ladders and scaffolding shall conform to applicable safety requirements, and shall be erected where requested by the Engineer to facilitate inspection.

G. Confined Space Entry Training: The Contractor shall certify in writing that all site personnel have been trained in confined space entry and safety programs at least once within the last two years.

H. Security: The Contractor is responsible for limiting access to the work site during operations, securing the site at the end of each work day and for the secure storage of any equipment and materials. The work site is within a municipal facility, which must be kept secure.

I. Job Site: The Contractor is reminded that the work site is in the vicinity of an industrial park and an airport. The safety, security, and general appearance of the work site are of paramount importance. The contractor shall designate a site supervisor who shall be reachable by cell phone during all hours until the tank is returned to service. Safety rules and regulations will be observed at all times and disturbance to the surrounding area is to be kept to a minimum.

1.6 Materials

A. Coating materials specified are products of the Tnemec Company, Inc. of Kansas City, Missouri that have been used successfully in the past and have been field tested on this tank. Substitute products may be considered as long as requests for approval of same are provided to the Owner and/or their Engineer and include the following:

- Performance criteria and manufacturer's information
- Description of a minimum of five (5) water tank projects in the northeast coated with the proposed material dating back at least ten (10) years along with contact information for owners of the tanks to which the coating was applied.
- The amount to be deducted or added to the bid price as a result of using the substitute product.

B. All materials shall be delivered in undamaged original sealed containers and shall be from one source. They shall not be used until the Engineer has inspected the contents. Materials exceeding the storage life recommended by the manufacturer shall be rejected. All coatings shall be stored to prevent damage.

1.7 Standards

All work performed under this project shall conform to the latest requirements of the Lincoln Water Commission, the Steel Structures Painting Council, current local and Federal Health Standards, the RI Department of Health, the American Water Works Association, all applicable State and Federal regulations and the coating manufacturer's instructions. A list of some of the applicable standards, which is not intended to be all inclusive, is included here for reference.

- ANSI/NSF 61- Drinking water System Components – Health Effects
- ASTM D 16 – Terminology Relating to Paint, Varnish, Lacquer and Related Products
- AWWA C 652 – Disinfection of Water Storage Facilities
- AWWA D 102 – Coating Steel Water Storage Tanks
- SSPC-SP 1 – Solvent Cleaning
- SSPC-SP 2 – Hand Tool Cleaning
- SSPC-SP 3 – Power Tool Cleaning
- SSPC-SP 6/NACE 3 – Commercial Blast Cleaning
- SSPC-SP 7 – Brush-off Blast Cleaning
- SSPC-SP 6/NACE 2 – Near White Metal Blast Cleaning
- SSPC-SP 11 – Power tool Cleaning to Bare Metal
- SSPC-SP 12 – Water Jetting Prior to Recoating
- SSPC-PA 1 – Painting Application Specification
- SSPC-PA 2 – Measurement of Dry Paint Thickness with Magnetic Gages
- SSPC-PA 3 – Painting Application Guide for Safety in Paint Application
- NACE SP0188-2006 – Holiday Testing

The Engineer's decisions shall be final as to interpretation and/or conflict between any of the referenced specifications and standards.

1.8 Inspections

A. A conference shall be held prior to start-up. The Contractor, Owner, and the Engineer shall review the scope of work including any structural repairs, surface preparation, product application requirements, methods of applications, use of special equipment including anything proposed to be used for dust control, scheduling, security, safety, site contact information and required certifications.

B. Inspections, at a minimum, will be performed by the Engineer as follows:

- Identification of Areas to be repaired
- Completion of cleaning / sandblasting operations
- Installation of secondary inlet/outlet piping
- Startup and operation of special equipment
- Prior to start of painting and between each coat
- Thickness of each coating, final thickness and holidays.

- Final finish.
- Site restoration
- Eleventh month inspection

1.9 Payments and Withholding Amount

Payment of fifty percent (50%) of the lump sum bid price will be made at the completion and acceptance of the prime surface coat as determined by the Engineer. Forty percent (40%) of the lump sum as well as any extra work authorized by the engineer will be paid within ten (10) days of the date of the tank's return to service. No other progress payments will be made.

Ten percent (10%) of the lump sum bid price will be withheld until any repairs identified as a result of the anniversary inspection are completed.

Part 2 Present Conditions and Technical Specifications

2.1 The Commission's most recent inspection report, May 2009 provided as *Attachment B* documents the following regarding the tank's exterior surfaces:

The coatings along the roof surfaces were found to be exhibiting significant degradation in the form of slight thinning of the top coats as well as checking and cracking, all of which has resulted in the exposure of previously applied coats of paint as well as the steel substrate which is exhibiting light rust formation. Additional corrosive activity resulting from damage to the coatings caused by movement of the roof revolving ladder was observed. This degradation appears to be affecting as much as 15% of the roof surfaces with failure to the substrate noted along less than 5% of the surfaces. Areas of topcoat delamination were also observed primarily along weld seams as well as the center dollar plate. The delamination has resulted in exposure of the original finish coat of paint as well as a red coat of primer and appears to be affecting no more than 2 to 4% of the referenced surfaces. The protective coatings along the knuckle plates were found to be in good to very good condition; however there are areas of top coat delamination back to what appears to be the prime coat. The reason for this delamination is unknown; however it appears that it is affecting no more than 3% of these surfaces. There are also a few scattered areas of light corrosive activity along these areas with less than 1% of the knuckle surfaces affected. The upper knuckle surfaces are equipped with two concentric stiffener beams. The coatings along the concentric stiffeners are in good to very good condition with the exception of scattered delamination of the topcoats of paint as well as scattered areas of corrosive activity along as much as 5% of these surfaces. The protective coatings along the shell surfaces were found to be in generally very good condition with approximately 95% of the coatings still intact and providing sound protection to the steel substrate. The remaining surfaces are exhibiting localized areas of coating delamination as well as areas of abrasion damage. The areas of delamination have resulted in the exposure of a previously applied green finish coat as well as localized areas of a red primer coat. The referenced delamination also appears to have

resulted in one isolated area of bare steel which is currently exhibiting a medium grade of rusting. The areas of abrasion damage have resulted in the exposure of previously applied coats of paint as well as the steel substrate which is affecting less than 2% of the entire shell area. The remaining exterior surfaces of the tank and its appurtenances are exhibiting varying degrees of degradation and rust formation as further detailed within this report. Analysis of lead content in samples of the exterior coating revealed a measurement of 177,000 mg/kg indicating the coatings are lead bearing; therefore appropriate containment and disposal methodologies will be required at such time as any exterior maintenance is performed. Chromium content was 4,330 mg/kg and should also be taken into consideration during abatement and disposal.

Structural

The overall structural integrity of the subject tank appears to be good; however, to ensure the continued integrity of the tank and the functionality of all components it is recommended that the following items be addressed at such time as the subject tank is scheduled for rehabilitation.

Exterior:

- The external weir box along the knuckle is equipped with a small hinged access cover along the top face, which has been secured with a padlock. Water retention along the top hatch cover has caused accelerated deterioration resulting in medium to heavy corrosion. At such time as the tank is scheduled for maintenance these surfaces should be completely abrasive blast cleaned and inspected for metal loss in order to determine if any welding repairs are warranted at that time.
- The roof and shell ladders are not equipped with fall prevention devices therefore consideration should be given to installing OSHA approved flexible cable fall prevention devices to these ladders.
- The elastomeric sealer between the floor and foundation should be replaced in its entirety.
- There is an area of soil that has encroached up over the foundation along one area of the tank. This area should be cleared back and the soil dug down a few inches. The surrounding grade along the tank perimeter should also be modified so as to prevent pooling of water along portions of the foundation perimeter.

2.2 Exterior Surface Preparation

- A. All exterior surfaces shall be prepared according to SSPC-SP1, SP2 and SP3 specifications. No coatings shall be applied to a damp or wet surface. Dust, dirt, oil, grease or any foreign matter that will affect the adhesion or durability of the finish must be removed by washing with clean rags dipped in an approved cleaning solvent and wiped dry with clean rags.
- B. Low pressure wash (1500 –3000 psi) all exterior surfaces, removing mold, mildew and chalky oxidized paint film residues from the exterior shell and roof.
- C. Use hand and power tools as per SSPC-SP2 and SSPC-SP3 to clean and prepare those areas where the paint has peeled or has been compromised due to internal welding, which was performed under a previous contract. All paint edges must be

- “feathered” allowing for a smooth transition between the repair area and soundly adhering existing paint film.
- D. The interior and exterior of the overflow weir box are considered part of this project.
 - E. Re-grout the bottom lip edge of the plate at the ring wall foundation with **Sika Flex 1a** –grout caulk material.

2.3 Painting Application

A. General:

Application of the first coat shall follow immediately after surface preparation and cleaning of tank, within an eight-hour working day or prior to the formation of "rust bloom." Surface temperatures shall be at least 5 degrees F (15 degrees C) above dew point and in a rising mode. Apply coating systems in compliance with manufacturer's instructions by brush or roller for full, uniform coverage. Apply primer, intermediate, and finish coats to comply with wet and dry film thicknesses and spreading rates for each type of material as recommended by manufacturer and in accordance with SSPC-PA2 Measurement of Dry Paint Thickness with Magnetic Gages. Apply additional coats as needed to provide a smooth, even application. Minimum curing time before application of the next coat shall be as specified by the manufacturer. Under no circumstances shall any coatings be applied until the prior coat has sufficiently cured to allow for the proper application and adhesion of the next coat. Provide adequate ventilation for tank interior to carry off solvents during drying phase. Upon completion of curing of each coat, the Engineer shall perform non-destructive testing on the surfaces to verify that the thicknesses meet or exceed the minimum requirements. Additional coats may be required, spot painting of sections will not be allowed.

B. Exterior Surface Coating Schedule:

- Spot Prime** Bare Metal- Tnemec Series 27 –1211 Red @ 3.0-4.0 mils dry.
- 1st Coat**- Tnemec Series 27 Typoxy (color tbd) @ 3.0-5.0 mils dry.
- 2nd Coat**- Tnemec Series 73 Endura Shield (color tbd) @ 1.5-3.0 mils dry.

Note: No spray painting will be allowed, brush and rollers must be used to apply all coating products. Color selection will be determined by the LWC. Samples or color charts shall be provided as near as possible to the existing color.

Repairs: Touch-up of minor damage shall be acceptable where result is not visibly different from adjacent surfaces. Recoat entire surface where touch-up is visibly different either in sheen, texture or color.

2.4 Disinfection, Dechlorination, Testing

- A. Allow a minimum of **seven days** curing time after application of final coat to tank interior before flushing with water. Disinfection of interior surfaces shall be performed

in the presence of the Owner in accordance with all the requirements of applicable AWWA Standard C652-02, the RI Department of Health, and the Lincoln Water Commission. Prior to disinfecting, the entire interior shall be washed down with potable water and thoroughly flushed out. Water will be supplied at no cost to the Contractor.

B. Chlorinated water must remain in the tank for **24 hours**. Dechlorination of flushed water shall be as per the latest requirements of the RI DEM and DOH.

C. Upon completion of disinfection the tank will be filled with potable water and allowed to stand for **24 hours**. The Owner shall then take a water sample from inside the tank for testing by a Rhode Island certified independent laboratory for Total and Fecal Coliform, HPC, and Volatile Organic Compounds (VOC). In the event that there are any contaminants in the sample above acceptable Rhode Island Department of Health levels, the Contractor shall drain the tank using an acceptable dechlorination system, and repeat washing, flushing, and disinfection the tank again. The water shall be re-sampled at the Contractor's expense until the sample passes. When the final sample results are acceptable the tank will be filled and returned to service.

2.5 Site Restoration

The Contractor shall keep the work area clean and secure on a daily basis, and shall not permit waste to accumulate. Upon completion of the work, all staging, scaffolding, containers, and waste materials shall be removed from the site and disposed of in accordance with all applicable Local, State or Federal ordinances. The Contractor is reminded that work is being undertaken in an industrial area near an airport; therefore noise, dust traffic, litter and other disturbances are to be kept to a minimum. The contractor shall designate a site supervisor who shall be reachable by cell phone during all hours until the tank is returned to service.

2.6 Anniversary Inspection

A one year anniversary inspection of the tank will be performed by the Engineer and any failure of the new paint system will require that the contractor make repairs in accordance with AWWA D102. The Owner will schedule the inspection and notify the contractor no less than 30 days in advance of same. Retainage will be released upon completion and acceptance of required repairs.

Part 3. Bid Documents

3.1. Bid Proposal

Gentlemen,

We, the undersigned, propose to furnish to the Lincoln Water Commission the work as described in the attached bid documents for the exterior rehabilitation and painting of the Albion Road tank, for the lump sum of:

Price in words _____

Price in figures _____

Acknowledgement of addendum, if any _____

Bid exceptions, if any _____

(Attach additional sheets if needed)

By: _____

Signature

Company Name

Name and Title

Address

Date

Telephone/Fax

3.2. Contractor Certifications

A. Each Contractor shall submit a list of at least three successful projects completed within the last five years including contact names and telephone numbers.

1. _____

 2. _____

 3. _____

-

B. All employees of the Contractor must have OSHA training in confined space and any employees performing structural repairs and modifications shall have valid welding certificates. All employees applying protective coatings shall be trained in the application techniques as specified by the manufacturer and shall have a minimum of five years experience. Copies of training certifications and licenses will be required from the successful bidder.

C. The selected Contractor shall be required to provide the Lincoln Water Commission with proof of adequate insurance, including Professional Liability, Workmen's Compensation, and Automotive Liability in amounts sufficient to meet Local and State requirements.

D. Confined Space Entry Training: The Contractor shall certify in writing that all personnel have been trained in confined space entry and safety programs at least once within the last two years.

It is agreed that copies of the required documents are available and will be submitted if the bidder is successful.

By _____
Signature of Contractor

Date _____

32 ALBION AD

Ellipsoidal Roof

Roof Hatch
(4 Req'd.)

Removable Vent

Revolving
Roof Ladder

Overflow
Elev. 426.0'

24.30'

13.35'

(3 Equal Courses)
25.65'

Min. ϕ Thickness: 0.434"

Min. ϕ Thickness: 0.603"

Min. ϕ Thickness: 0.773"

Painters Trolley
Rail

Inside Tank Dia. 97'-2"

Manhole
(3 Req'd.)

Bottom ϕ = 3/8"

3'-0" (Typical)

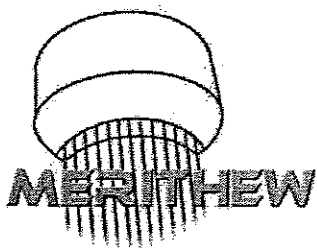
Ringwall Dia 98'-2"

ELEVATION

EXHIBIT A

49.95'

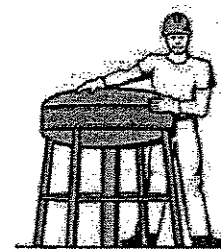
12'-0"



P. O. Box 177
Raynham Center, MA 02768
Phone: 508-279-9965
Fax: 508-279-9948

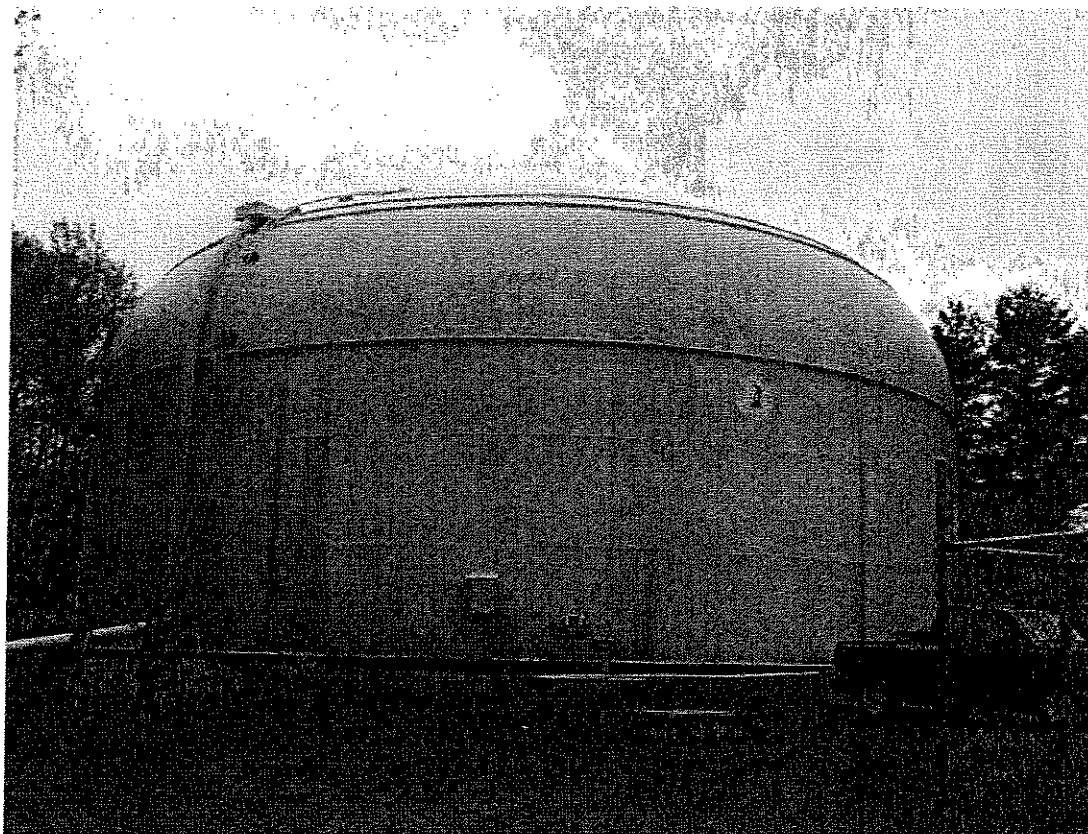
Utility Service Co.

I N C O R P O R A T E D



P. O. Box 1350
535 Courtney Hodges Blvd.
Perry, Georgia 31069
Phone: 800-223-3695

THE ALBION ROAD 2.0 MILLION GALLON GROUND STORAGE TANK LINCOLN, RHODE ISLAND MAY 5, 2009



WWW.UTILITYSERVICE.COM

TANK DATA

TANK NAME: The Albion Road 2.0 Million Gallon Ground Storage Tank

DATE: May 5, 2009

INSPECTED BY: Chad Merithew and Geoffrey Hall

PREPARED FOR:

Mr. John S. Faile, P.E.
Lincoln Water Commission
96 Old River Road
Lincoln, RI 02865

TANK LOCATION:

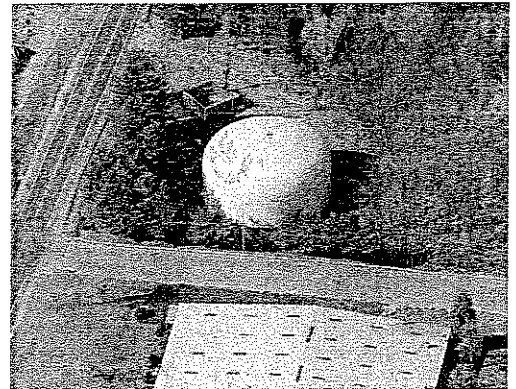
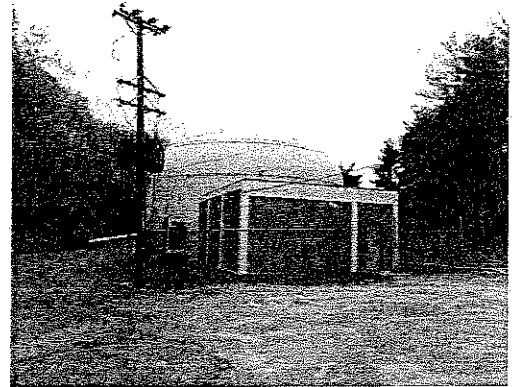
Street: Albion Road
City: Lincoln
State: Rhode Island

TANK SIZE:

Diameter: 97'
Height: 50'
Capacity: 2,000,000 gallons

CONSTRUCTION:

Number of Shell Rings: Three 8½' shell rings.
Type of Structure: Welded GST.
Type of Roof: Dome w/ extended knuckle.
Type of Foundation: Concrete ringwall.
Cathodic Protection: None.
Grounded: No separate grounding straps evident.
Interior Ladder: None.
Exterior Ladder: Fixed shell w/ cage and revolving roof.
FAA Lights: None.



Aerial Photograph from MS Virtual Earth

SUMMARY

EXTERIOR SURFACES

The coatings along the roof surfaces were found to be exhibiting significant degradation in the form of slight thinning of the top coats as well as checking and cracking, all of which has resulted in the exposure of previously applied coats of paint as well as the steel substrate which is exhibiting light rust formation. Additional corrosive activity resulting from damage to the coatings caused by movement of the roof revolving ladder was observed. This degradation appears to be affecting as much as 15% of the roof surfaces with failure to the substrate noted along less than 5% of the surfaces. Areas of topcoat delamination were also observed primarily along weld seams as well as the center dollar plate. The delamination has resulted in exposure of the original finish coat of paint as well as a red coat of primer and appears to be affecting no more than 2% to 4% of the referenced surfaces.

The protective coatings along the knuckle plates were found to be in good to very good condition; however, there are areas of top coat delamination back to what appears to be the prime coat. The reason for this delamination is unknown; however, it appears that it is affecting no more than 3% of these surfaces. There are also a few scattered areas of light corrosive activity along these areas with less than 1% of the knuckle surfaces affected. The upper knuckle surfaces are equipped with two concentric stiffener beams. The coatings along the concentric stiffeners are in good to very good condition with the exception of scattered delamination of the topcoats of paint as well as scattered areas of corrosive activity along as much as 5% of these surfaces.

The protective coatings along the shell surfaces were found to be in generally very good condition with approximately 95% of the coatings still intact and providing sound protection to the steel substrate. The remaining surfaces are exhibiting localized areas of coating delamination as well as areas of abrasion damage. The areas of delamination have resulted in the exposure of a previously applied green finish coat as well as localized areas of a red primer coat. The referenced delamination also appears to have resulted in one isolated area of bare steel which is currently exhibiting a medium grade of rusting. The areas of abrasion damage has resulted in the exposure of previously applied coats of paint as well as the steel substrate which is affecting less than 2% of the entire shell area.

The remaining exterior surfaces of the tank and its appurtenances are exhibiting varying degrees of degradation and rust formation as further detailed within this report.

Analysis of lead content in samples of the exterior coating revealed a measurement of 177,000 mg/kg indicating the coatings are lead bearing; therefore, appropriate containment and disposal methodologies will be required at such time as any exterior maintenance is performed. Chromium content was 4,330 mg/kg and should also be taken into consideration during abatement and disposal.

STRUCTURAL

The overall structural integrity of the subject tank appears to be good; however, to ensure the continued integrity of the tank and the functionality of all components is recommended that the following items be addressed at such time as the subject tank is scheduled for rehabilitation.

Exterior:

- The external weir box along the knuckle is equipped with a small hinged access cover along the top face, which has been secured with a padlock. Water retention along the top hatch cover has caused accelerated deterioration resulting in medium to heavy corrosion. At such time as the tank is scheduled for maintenance, these surfaces should be completely abrasive blast cleaned and inspection for metal loss in order to determine if any welding repairs are warranted at that time.
- The roof and shell ladders are not equipped with fall prevention devices; therefore, consideration should be given to installing an OSHA approved flexible cable fall prevention devices to these ladders.
- The next time the tank is next maintained, the elastomeric sealer between the floor and foundation should be replaced in its entirety.
- There is an area of solid that has encroached up over the foundation along one area of the tank. This area should be cleared back and the soil dug down a few inches. The surrounding grade along the tank perimeter should also be modified so as to prevent pooling of water along portions of the foundation perimeter.

SITE

The subject tank is located at the corner of Albion Road and Powder Hill Road in a relatively industrial area adjacent to a small airport. There is a light tree line between the tank and the adjacent roadways and a heavier forested area along the other two sides of the site. The tank itself is located on a large, relatively open site with ample room for all necessary equipment and vehicles. There is sufficient space around the entire tank perimeter for erection of containment or the movement of vehicles and equipment. The overflow does have a long horizontal extension which limits movement along that area. There is a small pump house located approximately 50' from the tank perimeter between the tank and the entry driveway. The short drive is secured with a locked gate.

RECOMMENDATIONS

The subject tank does not require immediate rehabilitation however the aggressive nature of the corrosive activity currently taking place along the interior surfaces of the tank would suggest that the tank be schedule for a re-inspection in 2011 in order to reassess prevailing conditions at that time for probable scheduling of maintenance for the following year.

INSPECTION DATA - EXTERIOR

EXTERIOR ROOF

Roof plates:

General condition of coating: The coatings along the roof surfaces were found to be exhibiting significant weathering and degradation resulting in slight thinning of the top coats as well as checked and cracked coatings, all resulting in the exposure of previously applied coats of paint as well as the steel substrate which is exhibiting light rust formation. There is additional corrosive activity occurring as a result of damage to the coatings caused by movement of the roof revolving ladder. This degradation appears to be affecting as much as 15% of the roof surfaces with failure to the substrate noted along less than 5% of the surfaces.

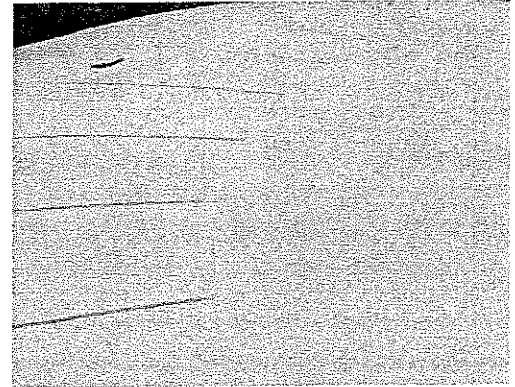
There are also areas of topcoat delamination primarily along weld seams as well the center dollar plate. These areas have resulted in the exposure of the original finish coat of paint as well as a red coat of primer and appear to be affecting no more than 2 to 4% of the referenced surfaces.

Delamination between two beige coats of paint was observed along several areas, this condition could be from past maintenance when touch-up work was performed. The worst of these areas is along the roof plates adjacent to the ladder and is affecting as much as 4 to 6% of the roof surfaces.

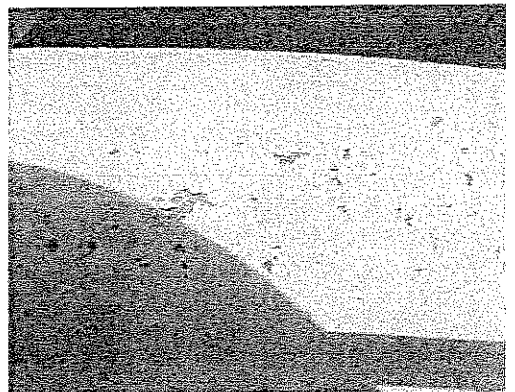
Degree of rusting: Light to medium rusting is scattered along less than 5% of the surfaces, the majority of which is along the center roof dollar plate, as well as the top portions of the roof radial plates.

Condition of metal: The roof surfaces are in very good condition with no current or past metal loss evident.

Adhesion of coatings: X-cut adhesion testing performed at multiple locations indicated fair to poor adhesion. Areas of orange primer were also noted on all x-cut adhesion tests. The overall adhesion of the existing coating appears to be questionable at several different interfaces suggesting



Photograph #1



Photograph #2



Photograph #3

that these coating are not a good candidate for additional over coating.

DFT of coatings: 3.3 to 7.8 mils, with an average of 5.59 mils for the readings taken along the exterior roof. Refer to the attached printout for individual readings.

Roof vent(s):

Type: The center roof is equipped with a 30"Ø finial stub pipe secured with a 24" vent assembly with dome cap. The finial stub serves as the pivot point for the revolving roof ladder.

General condition of coating: The protective coatings were noted to be in generally good condition with the exception of extensive checking of the topcoats. The majority of the checking was noted along the cap and lower stub surfaces and in some areas extends back down to the bare steel substrate where corrosive activity is now present.

Degree of rusting: Light to medium corrosive activity is present along the cap, center stub and the lower band as well as the support framework where the vent screen is installed;. This condition was not affecting more then 8 to 10% of the referenced surfaces.

Condition of metal: The finial vent assembly was found to be in good structural condition.

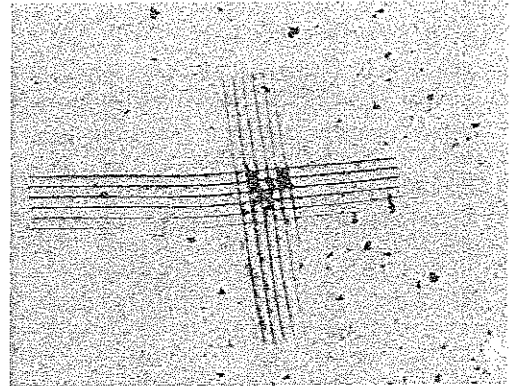
Condition of screen: The stainless steel screen is adequately secured with no voids present.

Are any repairs required? No immediate repairs to the vent assembly are required at this time.

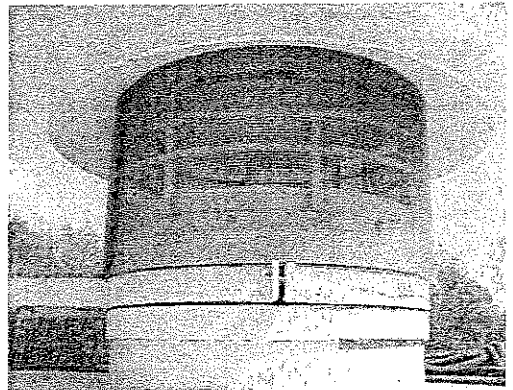
Roof ladder and/or handrail:

Is ladder equipped with a cage? No.

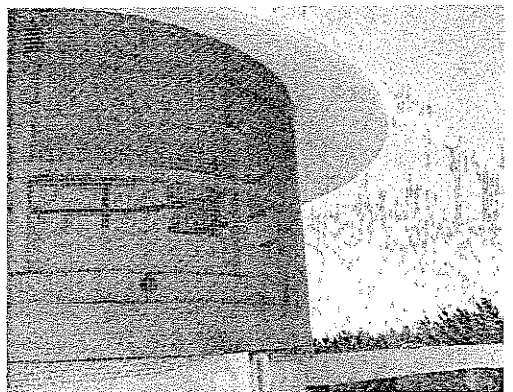
Safety climb device: None.



Photograph #4

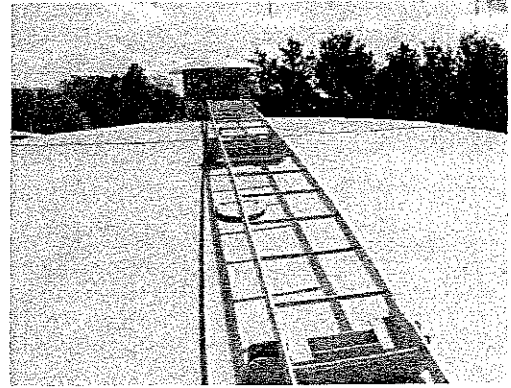


Photograph #5



Photograph #6

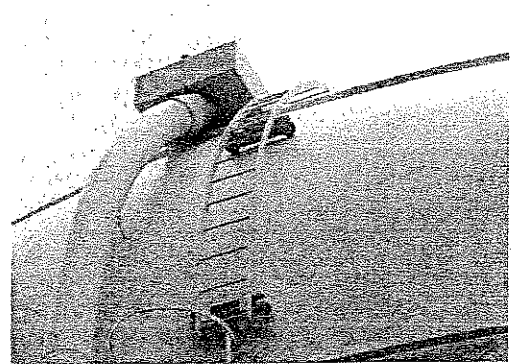
General condition of coating: The roof ladder spans from the center finial vent down to the knuckle portion of the roof. The protective coatings were found to be in fair to good condition with the exception of localized areas of checking and cracking as well as complete failure to the steel substrate. The checked and cracked coating appears to extend back to the steel surfaces as indicated by the presence of light rusting. This deterioration was observed along both side rails and ladder rungs however does not appear to affect more than 5% of the surfaces. The areas of complete failure to the steel substrate are present along an additional 3% of the ladder surfaces.



Photograph #7

All coatings are also lightly chalked and weathered to the degree in which the original finish coats of paint have been exposed. There are also a few small isolated areas of topcoat delamination resulting in the exposure of the old finish coat. This deterioration however is affecting no more than 3% of the surfaces.

All wheels on the revolving ladder were intact and functional though very tight due to rust scale and paint build up impeding proper movement of the wheels.



Photograph #8

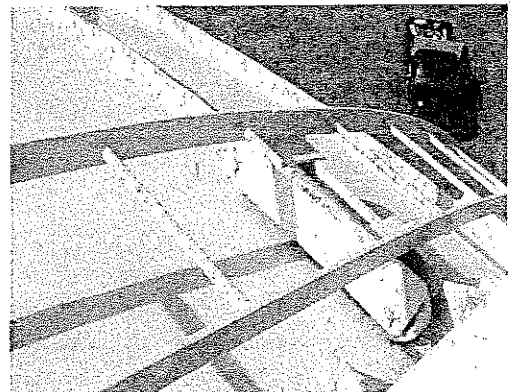
The ladder was functioning as designed, however was locked into place at the time of this inspection and could not be utilized. The bottom portion of the ladder was found to be experiencing a light to medium grade of corrosion down to the bare steel substrate along ladder rungs and side rails.

Degree of rusting: The corrosive activity does not appear to be on more the 6 to 8% of the surfaces, primarily along the lower section of the rungs.

Condition of metal: The ladder appears intact and structurally sound with no appreciable metal loss taking place.

Roof access manhole(s):

Type: Four 30"Ø round roof hatches and hinged covers with downward laps, handles and hasp assemblies. All roof hatches were locked at the time of this inspection.



Photograph #9

General condition of coating: The protective coatings along the roof manholes were found to be in good to very good condition, with the exception of scattered areas of checking down to the bare steel substrate as well as scattered areas of delamination back to the original coat of paint. Scattered rusting was also observed along the hinges, handles and isolated areas of the covers. The total extent of coating degradation appears to be affecting as much as 5-7% of the roof hatch assemblies.

Degree of rusting: Light to medium grade of rusting was noted along 3-5% of the roof hatches.

Condition of metal: All hatches appeared to be fully functional and in good structural condition with no metal loss noted.

Are manholes equipped with hasps and padlocks? All roof hatches were secured with padlocks. The locks will more than likely need to be cut off the next time the hatches are to be opened as they are heavily rusted.

Coaxial cables/Cellular antenna array(s): The tank does not support any antenna equipment.

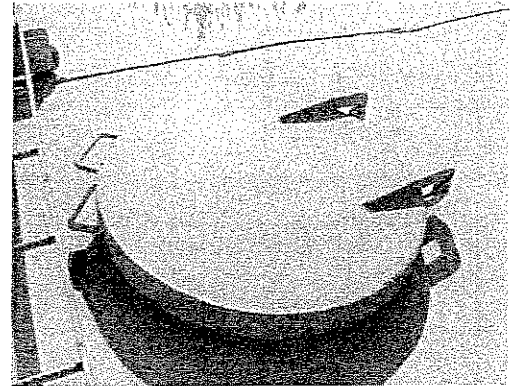
Rigging attachments:

Type: The roof is not equipped with any rigging attachments except for the center finial vent assembly. There are however a series of sixteen 6"Ø cathodic protection ports along the center roof area and another series of eight 6"Ø ports along the outer roof. Each penetration has been secured with a 10"Ø cover plate by three perimeter bolts. At the time of this inspection all cover plates were adequately fastened in place.

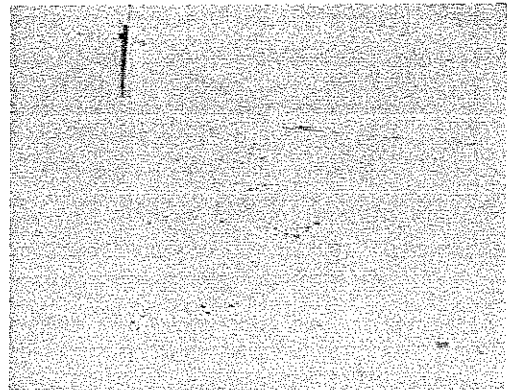
General condition of coating: The protective coatings along the cover plates is in very good condition with no more than 2% corrosive activity noted per cover plate.

Degree of rusting: Corrosive activity was of a light to medium grade and is affecting no more than 2% of the cover plate surfaces. Corrosive activity was found primarily along bolted connections as well as along the edges of the plates.

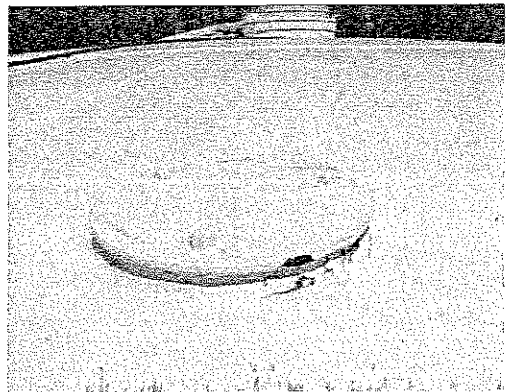
Condition of metal: Good, with no metal loss evident.



Photograph #10



Photograph #11



Photograph #12

EXTERIOR SHELL

Shell plates:

General condition of coating: The protective coatings along the shell surfaces were found to be in generally very good condition with approximately 95% of the coatings still intact and providing sound protection to the steel substrate. The remaining surfaces are exhibiting localized areas of coating delamination as well as areas of abrasion damage. The areas of delamination have resulted in the exposure of a previously applied green finish coat as well as localized areas of a red primer coat. The referenced delamination also appears to have resulted in one isolated area of bare steel which is currently exhibiting a medium grade of rusting.

The areas of abrasion damage have also resulted in the exposure of previously applied coats of paint as well as the steel substrate and are affecting less than 2% of the entire shell area.

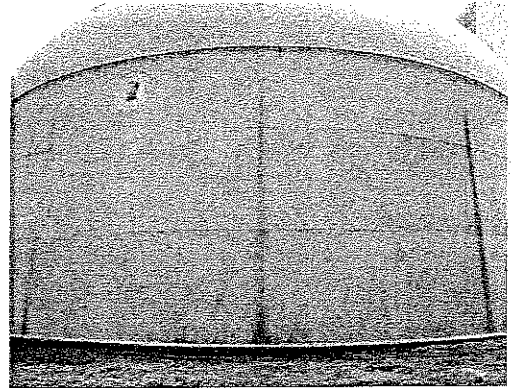
The majority of the topcoat delamination referenced above is taking place along the bottom 2-3 feet of the 1st shell ring. The majority of this delamination is back to a previously applied green finish coat as well as a few isolated areas of a red primer. This delamination is affecting up to 4% of the bottom shell ring and represents the greatest degree of delamination taking place along the entire shell surfaces.

The coatings were also found to be heavily chalked and soiled.

There is a decal logo along the 3rd shell ring of the tank. The decal appears faded and the edges are lifting slightly however the remainder still appears to be adhering well to the surface.

Degree of rusting: Light to medium rusting is affecting less than 2% of the entire shell area with the largest area of rusting represented by a single rust spot located along the 3rd shell ring, just below the painters ring.

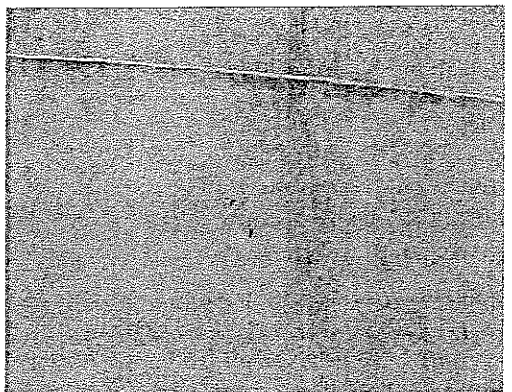
Condition of metal: The shell surfaces were noted to be in excellent condition with no metal loss observed.



Photograph #13



Photograph #14



Photograph #15

Adhesion of coatings: Cross hatch adhesion testing indicated only fair adhesion at the mid-coat to prime coat interface.

DFT of coatings: 3.6 to 8.7 mils, with an average of 4.84 mils for the readings taken along the exterior shell. Refer to the attached printout for individual readings.

Knuckle plates:

General condition of coating: The protective coatings along the knuckle plates were found to be in good to very good condition; however there are areas of top coat delamination back to what appears to be the primer coat of paint which are affecting no more than 3% of these surfaces. Scattered light corrosive activity was noted within these areas with less than 1% of the knuckle surfaces affected.

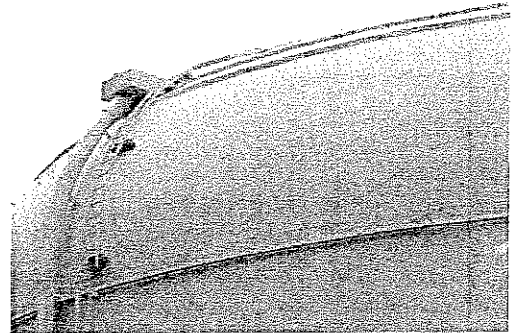
The upper knuckle surfaces are equipped with two concentric stiffener beams. The coatings along the concentric stiffeners are in good to very good condition with the exception of scattered delamination of the topcoats of paint as well as scattered areas of corrosive activity.

Degree of rusting: Light rusting is affecting less than 1% of the knuckle plate surfaces. The corrosive activity along the vertical surfaces of the stiffeners is also in the form of light grade rust and appears to be along 2 to 5% of its surfaces. The top horizontal surfaces of the stiffeners as viewed from the roof are exhibiting a medium to heavy grade of rust along 3 to 5% of the surfaces.

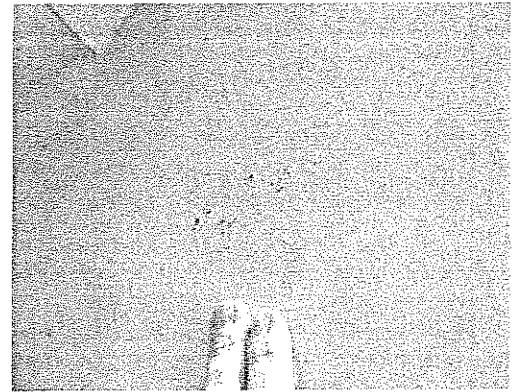
Condition of metal: There was no evidence of any metal loss taking place.

Overflow system:

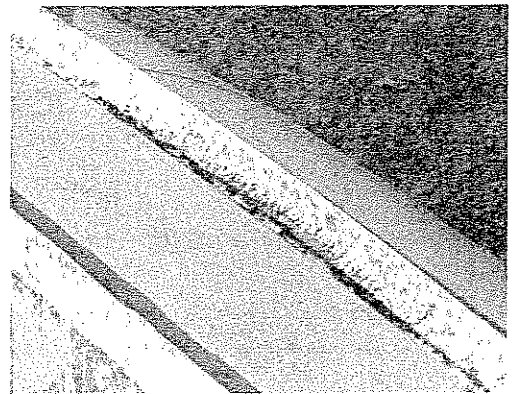
Type: The overflow system is comprised of a 12"Ø pipe that extends from a weir box along the roof knuckle, down the shell surfaces, to ground level and extends horizontally along concrete blocks approximately 25'. The pipe terminates in a screen and flapper valve assembly.



Photograph #16



Photograph #17



Photograph #18

General condition of coating: The protective coatings along the overflow pipe were found to be in only fair to good condition with areas of checking and cracking as well as areas of topcoat delamination taking place down to the original finish coat of paint. The checking and cracking appears to be affecting at least 5-10% of the pipe surfaces while the delamination is occurring along no more than 3 to 5% of the surfaces and is primarily along the pipe assembly at grade level.

There are also areas of corrosive activity scattered along approximately 2% of the vertical section of the pipe surface as well as horizontal pipe surface along all retention bands.

The surfaces were also found to be soiled primarily along the backside of the pipe.

Degree of rusting: Light to medium rust was observed along approximately 2% of the pipe surfaces as previously referenced.

Condition of metal: Slight metal loss is taking place along the hinged door of the weir box.

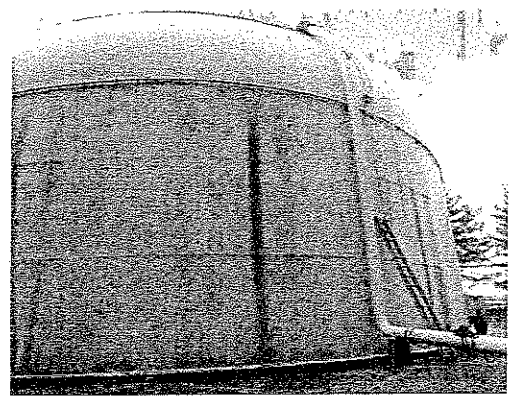
Condition of screen/flapper: Both the wire mesh screen and the flapper valve appear to be intact and functional as shown in attached photographs.

Is there a weir box? The top face of the external weir box along the knuckle is equipped with a small hinged access cover, which has been secured with a padlock. The weir box appears to be in good condition, but water retention along the hatch cover has caused accelerated deterioration resulting in medium to heavy corrosion along the affected surfaces. There is also under film corrosion occurring.

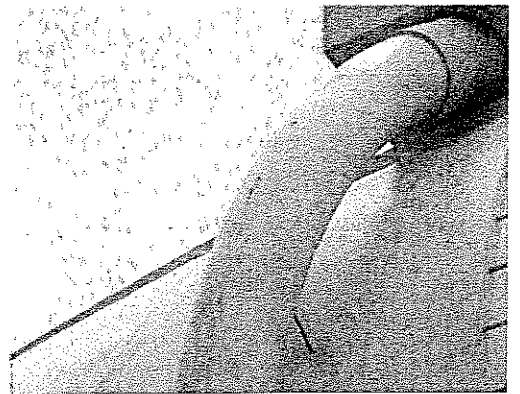
Shell manhole(s):

Type: Three 18"×24" oval manholes with reinforced necks sealed by interior covers with external hinge assemblies and each secured by two retention bolt and clamp assemblies.

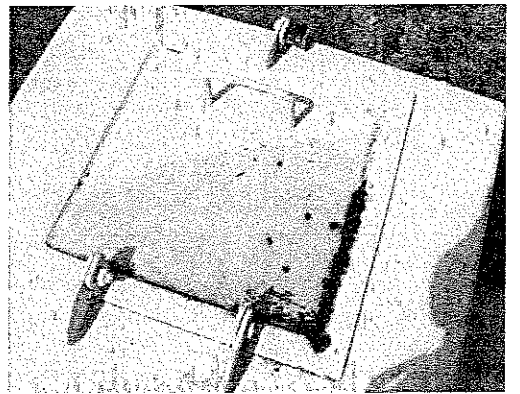
General condition of coating: The protective coatings on the shell manhole assemblies are exhibiting extensive topcoat delamination along the outer perimeters of the neck inserts. This delamination is back to the old finish coat of green as well as a few areas of primer and is affecting 8 to



Photograph #19



Photograph #20



Photograph #21

12% of the referenced surfaces. The remaining coatings are exhibiting areas of checking which also extends back to the original finish coat of paint as well as the base coat of primer.

There are also scattered areas of complete failure to the steel substrate and subsequent rust formation. The majority of this deterioration was found along the threaded portion of the retention bolts, the retention nuts as well as the retention plate inserts and the hinge assemblies.

Degree of rusting: Medium to heavy corrosive activity is occurring along the bolt and nut connections, the inner portion of these assemblies as well as the hinge and is affecting 3 to 5% of the referenced surfaces.

Condition of metal: The structural integrity of all of the shell manholes appears to be sound with no significant metal loss observed.

Are manholes leaking? There was no visible evidence of any active leakage from the manholes.

Shell ladder(s):

Is ladder equipped with a cage? Yes.

Is there a ladder gate? No.

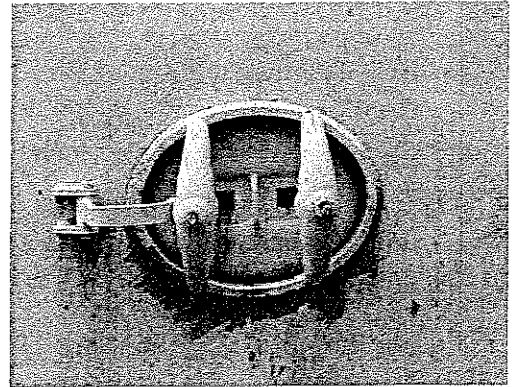
Are there rest stop platforms? No.

How far from ground level? 12'±.

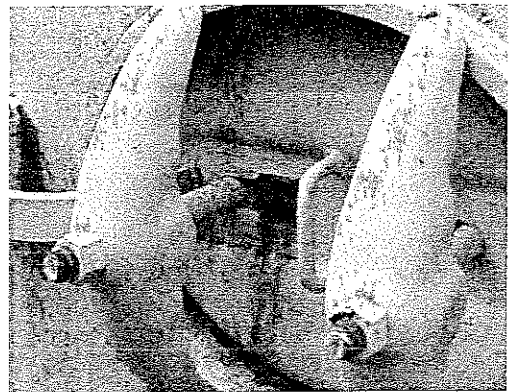
Safety climb device: None.

General condition of coating: The protective coatings along the ladder were found to be in generally very good condition with at least 95% of the coatings still intact and providing sound protection to the underlying steel surfaces. The remaining surfaces are exhibiting scattered areas of failure to the substrate and subsequent rust formation. The majority of this deterioration appears to be the result of abrasion damage which has chipped away the existing coating resulting in the exposure of the steel surfaces.

Degree of rusting: There is light to medium rusting present along the side rails of the cage as well as the ladder and ladder rungs and is affecting no more than 5% of its surfaces.



Photograph #22



Photograph #23



Photograph #24

Condition of metal: The ladder is in excellent structural condition with no metal loss taking place.

Rigging attachments:

Type: There is a painter's angle located at the transition from the lower knuckle to the vertical shell surface.

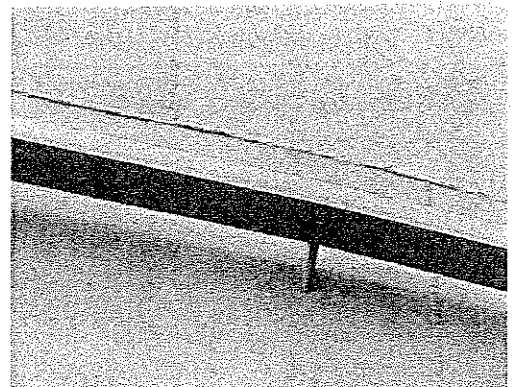
General condition of coating: The protective coatings along the exterior surfaces of the painter's angle are in very good condition with the exception of scattered areas of light rusting beginning to break through the existing coatings along as much as 2% of the referenced surfaces. The coatings along the inside faces of the painter's rail are also in very good condition with the exception of scattered areas of delaminated topcoats which has resulted in the exposure of the old finish coat of green. This delamination was evident along at least 10% of the visible surfaces however these surfaces were heavily soiled which could be masking a greater percentage of delamination and/or corrosion.

Degree of rusting: The corrosive activity appears to be a light grade which is beginning to protrude through the coating system, however this corrosive activity is along less than 2% of all visible surfaces.

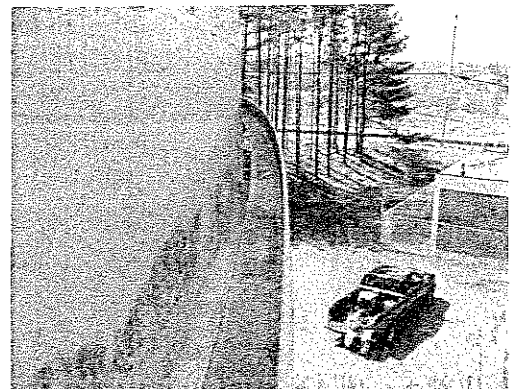
Condition of metal: The painter's rail appears to be in good structural condition with no evidence of any metal loss currently taking place.

Additional shell attachments:

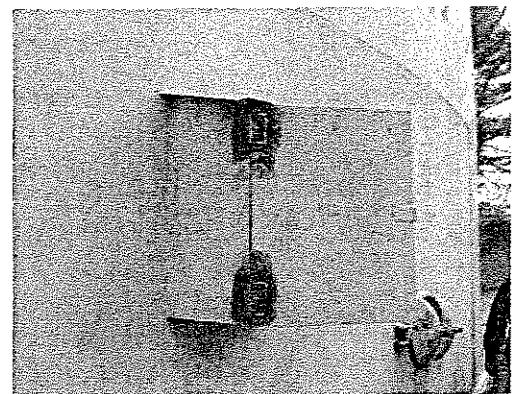
Type: There is a sample box mounted to the bottom shell ring of the tank. The box measures 24" wide by 18" deep. The coating were found to be in only fair to good condition with areas of corrosive activity as well as delamination back down to the original finish coat of paint. The delamination appears to be along no more than 3% of the exterior surfaces. The hinges were in poor structural condition and were replaced by Merithew Personnel. The coatings on the interior portion of the box are exhibiting more significant degradation in the form of checking and corrosion which can be seen along as much as 10% of the surfaces.



Photograph #25



Photograph #26



Photograph #27

EXTERIOR FOUNDATION & ATTACHMENTS

Floor plate extension:

General condition of coating: The bottom lip extension is experiencing topcoat delamination along as much as 15 to 30% of its surfaces as well as complete failure to the steel substrate with subsequent rust formation along an additional 10 to 15% of the surfaces. The majority of the delamination was found along the top face of the extension while most of the corrosion is on the side of the lip where the caulking is no longer adequately sealing this area.

Degree of rusting: Medium rusting along 10 to 15% of its surfaces.

Condition of metal: There was evidence of slight metal loss along localized areas of the leading edge however this condition poses no structural concerns at this time or in the near future.

Anchor bolts: The tank is not equipped with any anchor bolt and chair assemblies.

Foundation:

Concrete chipped or cracked: The foundation was found to be in excellent condition with only minor surface degradation taking place. There was no evidence of any spalled concrete or significant cracking taking place. All areas of the foundation were above grade, however in some areas only a few inches of the foundation could be seen

Grout chipped or cracked: The junction between the floor and foundation is sealed with an elastomeric material. This material is affording only partial protection to this area due to scattered areas of separation from the floor extension. The next time the tank is next maintained the sealer should be replaced in its entirety.

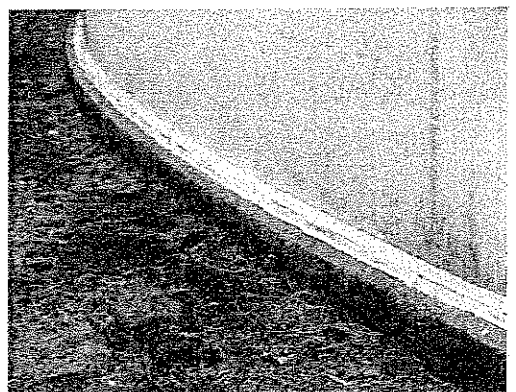
Indication of settlement: There is no evidence of any settlement or shifting of the foundation visible at this time.



Photograph #28



Photograph #29



Photograph #30

Undermining of foundation: There is no evidence to suggest that the foundation has been undermined in any way. However soil encroachment over the foundation was noted along one area of the tank as indicated in photograph #31. The soil in this area should be cleared back so as to prevent damage to the tank and/or foundation surfaces.

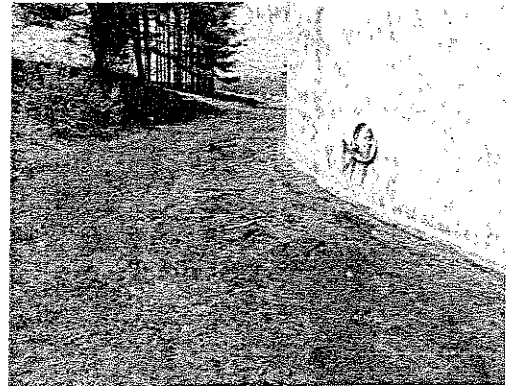
Indication of leakage: No leakage was observed from the base of the tank or the foundation perimeter.

Condition of valve vault: The valve vault was not inspected during the course of the evaluation.

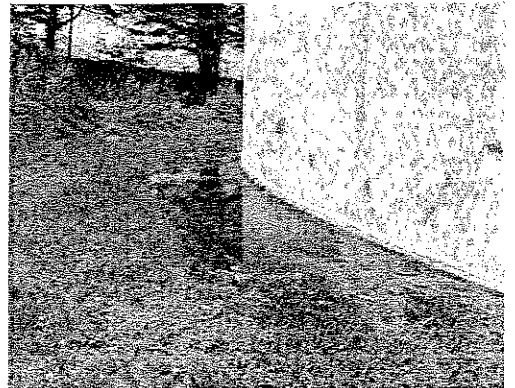
Site drainage conditions: The surrounding grade of the site along the tank perimeter results in pool of water along portions of the foundation perimeter.

The foundation itself is raised sufficiently above the surrounding grade to prevent extended exposure of moisture to the steel tank surfaces, but efforts should be made to improve drainage along the tank perimeter.

The site itself is well maintained, with no significant accumulation of vegetation noted along the tank perimeter.



Photograph #31



Photograph #32

MUNICIPAL CONTRACT ADDENDUM

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

PREVAILING WAGE REQUIREMENTS (37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;

7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-12, and make those records available to the Department of Labor and Training upon request;
8. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
9. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and
10. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: _____

Title: _____

Subscribed and sworn before me this ____ day of _____, 20__.

 Notary Public
 My commission expires: _____

APPENDIX A

TITLE 37
Public Property and Works

CHAPTER 37-13
Labor and Payment of Debts by Contractors

SECTION 37-13-5

§ 37-13-5 Payment for trucking or materials furnished – Withholding of sums due. – A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

APPENDIX B

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-7

§ 37-13-7 Specification in contract of amount and frequency of payment of wages.

– (a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DIVISION OF PROFESSIONAL REGULATIONS**

RULES AND REGULATIONS RELATING TO PREVAILING WAGES

- 1) Any contractor who has been awarded a contract for a public works project in excess of One Thousand Dollars (\$1,000), or any subcontractor performing work on said project, shall be liable for the payment of the applicable Prevailing Wage amount listed in the General Wage Decisions (Davis-Bacon Wage Determinations) regardless of whether or not the prevailing wages were listed in the contract between the contractor and the awarding authority of the state or political sub-division, as required by law. The Fringe Benefit Credit amount listed in the applicable General Wage Decisions (Davis-Bacon Wage Determinations) must always be paid in full as either a bona fide Fringe Benefit Credit or cash equivalent or both.
- 2) Any contractor who has been awarded a contract for a public works project in excess of One Thousand Dollars (\$1,000), shall be liable for the payment of prevailing wages regardless of whether or not a subcontractor may be the primary obligor. The contractor shall ensure that a subcontractor pays the prevailing wage to its employees and otherwise complies with the provisions of R. I. Gen. Laws §§ 37-13-1, *et seq.*
- 3) Pursuant to R. I. Gen. Laws § 37-13-4, all public works projects shall be done by contract. Before awarding a contract for a public works project, an awarding authority shall first determine from the Department of Labor and Training's website, Debarment List, whether the proposed contractor has been debarred under R. I. Gen. Laws § 37-13-14.1 and shall then disqualify all such debarred contractors. In addition, the awarding authority shall notify all bidders that the Prevailing Wage is required as a condition of the contract.
- 4) All alleged violations of noncompliance with Chapter 13 of Title 37 of the General Laws of Rhode Island shall be made in writing, and on forms issued by the Department of Labor and Training. The written complaints must be filed with the Department of Labor and Training on the Department's written complaint form within twenty-four (24) months of the completion of the project.
- 5) For apprentices registered pursuant to R. I. Gen. Laws § 28-45-1, *et seq.*, a percentage of the Base Hourly Rate of Pay must be taken in accordance with the scale listed in the apprentice's apprenticeship agreement. If the employee is not registered as an apprentice pursuant to R. I. Gen. Laws § 28-45-1, *et seq.*, then the employee must be paid the full Prevailing Wage according to the General Wage Decisions (Davis-Bacon Wage Determinations) for the classification of the work actually performed. Moreover, all general contractors and subcontractors who perform work on any public works contract awarded by the state and valued at One Million Dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journey person ratio for each trade approved by the Department of Labor and Training. State awarding authorities may determine

from the Department of Labor and Training's website, whether all contractors and subcontractors have a registered apprenticeship program. Apprentices found to be working outside of the applicable journey person to apprentice job site ratios shall be paid at the full applicable journey person Prevailing Wage. See Appendix A, Job Site Ratios for Licensed and Unlicensed Trades, Rules and Regulations Relating to Labor Standards for the Registration of Apprenticeship Programs Under Title 28, Chapter 45, Apprentice Programs in Trade & Industry.

- 6) Any proceeding to debar a contractor from bidding on a public works project under the provisions of R. I. Gen. Laws § 37-13-14.1, may be brought against the principals, officers, or successors in interest of such contractor, where such principals, officers or successors in interest are responsible for the violation of the prevailing wage requirements.
- 7) The Department of Labor and Training will be guided by the General Wage Decisions (Davis-Bacon wage determinations) in accordance with R. I. Gen. Laws § 37-13-8.
- 8) In order to comply with R. I. Gen. Laws § 37-13-13, contractors and subcontractors shall execute a fully completed RI Certified Weekly Payroll Form, Appendix A, for each week of work performed on the project and shall furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month. However, federal forms may be submitted to the Rhode Island Department of Transportation. If the Department of Labor and Training investigates any contractor awarded a contract from the Rhode Island Department of Transportation, the contractor shall furnish the Department of Labor and Training a fully executed certified payroll on the RI Certified Weekly Payroll Form, Appendix A, within ten (10) days of request. All awarding authorities shall furnish the Department of Labor and Training any requested certified payroll within ten days of request. The Department of Labor and Training may impose a penalty of up to Five Hundred Dollars (\$500) for each calendar day of noncompliance with this section.
- 9) In compliance with R. I. Gen. Laws § 37-13-13, when the general or primary contract is One Million Dollars (\$1,000,000) or more, each contractor or subcontractor shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log, Appendix B, listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, contractors must furnish both the Rhode Island Certified Prevailing Wage Daily Log, Appendix B, together with the Rhode Island Weekly Certified Payroll, Appendix A, to the appropriate awarding authority. The Department of Labor and Training may impose a penalty of up to Five Hundred Dollars (\$500) for each calendar day of noncompliance with this section; mere errors or omissions in the RI Certified Prevailing Wage Daily Log shall not be grounds for imposing a penalty under this section.

- 10) The Director of Labor and Training may enter into consent agreements with contractors and/or subcontractors to resolve all issues under R. I. Gen. Laws §§ 37-13-1, *et seq.*
- 11) In enforcing the provisions of Chapter 13 of Title 37, when any contractor or subcontractor fails to comply with R. I. Gen. Laws § 37-13-13(a) and (b), the Director of Labor and Training may order an awarding authority to withhold all future payments until such time as the contractor or subcontractor has fully complied. The amount withheld from any subcontractor shall be proportionate to the amount attributed or due the offending subcontractor as determined by the awarding authority.
- 12) All service and maintenance contracts with the State of Rhode Island or political subdivision therefore shall comply with the provisions of Chapter 13 of Title 37 where the contract price exceeds One Thousand Dollars (\$1,000) and the work includes alterations, installation, repairs or construction. *See* "Definitions" herein for exceptions.
- 13) Each contractor awarded a contract with a contract price in excess of One Thousand Dollars (\$1000) for public works, each subcontractor who performs work on public works and each awarding authority awarding any such contract, shall keep those certified weekly payroll records required by R. I. Gen. Laws § 37-13-13 and on the forms set forth in Regulation 8 above, in a safe and secure location for a period of five (5) years from the date such work was performed. Certified weekly payroll records shall be made available to the Director of the Department of Labor and Training within ten (10) days of request to any contractor, subcontractor, or awarding authority.
- 14) The prevailing rate of wages and payments made to or on behalf of employees, as set forth in Chapter 13 of Title 37, for general contractors and subcontractors, shall be determined as of the date of the awarding of the contract for public works to the general contractor and shall remain effective until such time as those rates are modified pursuant to R. I. Gen. Laws § 37-13-8.
- 15) The Department of Labor and Training, in making its investigation and determination of prevailing wages pursuant to R. I. Gen. Laws § 37-13-8, shall not determine or address jurisdictional disputes between trade or trades.
- 16) All alleged violations of non-compliance with Chapter 13 of Title 37 filed with the Department of Labor and Training shall include information sufficient to establish a prima facie claim, and the Department may reject any complaint that does not establish such claim. This information shall include, but shall not be limited to: evidence of the actual work performed by the employee(s) involved in the complaint; the location(s) and the exact date(s) the work in question was performed; verification of the funding source; and evidence that the correct prevailing wage was not in fact received.
- 17) The Director of Labor and Training hereby adopts the United States Department of Labor's definition of bona fide fringe benefit credits. These benefits may include medical or hospital coverage, life insurance, disability insurance (not

workers' compensation), pension, 401k, apprentice costs (books, tuition) or holiday, sick, vacation/personal time. State mandated unemployment insurance, travel, gas reimbursement, company vehicle, uniforms and discretionary bonuses are not bona-fide fringe benefits. In addition, in order for the plan to be acceptable, the following stipulations must be met:

- Contributions must be irrevocable and for the employee's benefit;
- Contributions must be made regularly and at least on a quarterly basis;
- Contributions must not be required by law (i.e.: taxes, workers' compensation, social security, etc.);
- Contributions made for fringe benefit plans for prevailing wage work may not be used to fund the plan for periods of non-prevailing wage work;
- The amount of contributions for fringe benefits must be paid irrevocably to a trustee or third party.

If the fringe benefits are anticipated to be paid from general assets of the contractor (ex. holidays, sick and vacation days, profit sharing, etc.), the contractor must set aside, in an escrow account the amount of money the contractor plans to claim as a fringe benefit credit for the prevailing wage project. For example, if a contractor wants to claim credit for 10 paid holidays per year, the contractor must calculate the amount that will be paid (10 holidays x 8 hours x \$10/hour = \$800) and place those funds in an escrow account. In the event that an employee leaves the company before the end of the calendar year and prior to the completion of the project, any remaining escrowed funds must be paid to the employee. The allowable hourly credit must be determined separately and documented for each employee since the credit is based on figures that will usually vary for each individual, depending on their benefit contribution amount, type of benefits, hours worked, etc. In addition, only the employer's contribution toward a benefit may be used to calculate the allowable hourly credit.

- 18) Owners, supervisors, or foremen performing manual work on the public works site must be documented as employees on the contractor's RI Certified Weekly Payroll Form, Appendix A, which must show payment of the applicable prevailing wage rate.
- 19) Pursuant to R. I. Gen. Laws § 37-13-10, overtime shall be calculated on the Base Hourly Rate of Pay listed in the General Wage Decisions (Davis-Bacon Wage Determinations) and not the Fringe Benefit Credit amount. The full Fringe Benefit Credit amount listed in the General Wage Decisions (Davis-Bacon Wage Determinations) must be added to the adjusted Base Hourly Rate of Pay.

20) Pursuant to R.I. Gen. Laws §§ 37-13-2 and 37-13-3.1, all general contractors and subcontractors who bid and/or perform work on state public works projects valued at One Million Dollars (\$1,000,000) or more shall employ apprentices and shall be subject to the following provisions:

A) Bidding

- i) Pursuant to R. I. Gen. Laws § 37-13-2, any person, firm, or corporation bidding on a state public works contract (“general contractor”) valued at One Million Dollars (\$1,000,000) or more shall certify their ability to perform the contract by meeting the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1.
- ii) If the general contractor employs apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10 in order for the general contractor to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to Rule 5 herein.
- iii) Prior to bidding on a state public works contract valued at One Million Dollars (\$1,000,000) or more, the general contractor shall certify compliance with apprenticeship requirements by fully executing a General Contractor Apprenticeship Certification Form. The general contractor shall meet one of the qualifications identified on said form. The general contractor shall attach said form to his/her application to bid and submit to the awarding authority.
- iv) No contract award for a state public works contract valued at One Million Dollars (\$1,000,000) or more shall be made to any general contractor who fails to submit a fully executed and truthful General Contractor Apprenticeship Certification Form.

B) Awarding

- i) Pursuant to R. I. Gen. Laws § 37-13-3.1, all general contractors who perform work on any public works contract awarded by the state and valued at One Million Dollars (\$ 1,000,000) or more shall certify their ability to perform the contract by meeting the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1.
- ii) If the general contractor employs apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10 in order for the general contractor to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to Rule 5 herein.
- iii) Prior to the award of a state public works contract valued at One Million Dollars (\$1,000,000) or more, the general contractor who will perform the work shall re-certify compliance with apprenticeship requirements by fully executing a General Contractor Apprenticeship Re-Certification and Certification Form. The general contractor shall meet one of the qualifications identified in Part A of said form.

- iv) The general contractor who will perform work on the state public works project only through the use of subcontractors shall certify compliance with the apprenticeship requirements by completing the “non-performance” qualification of Part A of said form. Whether the general contractor or its subcontractors are performing work on the project, the general contractor shall certify that the subcontractors performing work on the project are in compliance with the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1 by completing Part B of said form. General contractors shall submit said form to the awarding authority.
 - v) No contract award shall be made to any general contractor who fails to submit a fully executed and truthful General Contractor Apprenticeship Re-Certification and Certification Form.
- C) Awarding & Subcontractors
- i) Pursuant to R. I. Gen. Laws § 37-13-3.1, any subcontractor who performs work on any public works contract awarded by the state and valued at One Million Dollars (\$ 1,000,000) or more shall certify its ability to perform the contract by meeting the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1.
 - ii) If subcontractors employ apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10 in order for subcontractors to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to Regulation 5 herein.
 - iii) Prior to the award of a state public works contract valued at One Million Dollars (\$1,000,000) or more, all subcontractors who will perform work on the project shall certify compliance with the apprenticeship requirements by fully executing a Subcontractor Apprenticeship Certification Form. The subcontractor shall meet one of the qualifications identified in Part A of said form.
 - iv) The subcontractor who will perform work on the state public works project only through the use of subcontractors shall certify compliance with the apprenticeship requirements by completing the “non-performance” qualification of Part A of said form. Whether the subcontractor or its subcontractors are performing work on the project, the subcontractor shall certify that the subcontractors performing work on the project are in compliance with the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1 by completing Part B of said form. Subcontractors shall submit said form to the general contractor and/or hiring subcontractor for submission to the awarding authority.
 - v) For state public works contracts valued at One Million Dollars (\$1,000,000) or more, no general contractor and/or subcontractor shall

hire any subcontractor who fails to submit a fully executed and truthful Subcontractor Apprenticeship Certification Form.

- vi) For subcontractors hired after contract award of a state public works contract valued at One Million Dollars (\$1,000,000) or more, said subcontractors shall submit said apprenticeship certification form to the general contractor and/or hiring subcontractor prior to or at the time of hiring.

D) Cancellation of Award; Penalties and Enforcement Proceedings

- i) Pursuant to R. I. Gen. Laws § 37-13-16, an awarding authority may cancel an award if apprentice wages are paid to apprentices who are not subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10.
- ii) Pursuant to R. I. Gen. Laws § 37-13-12.4, general contractors and subcontractors determined to be in violation of these regulations shall be subject to fines and penalties.
- iii) Pursuant to R. I. Gen. Laws §§ 37-13-14.1(a) and (d) and (f), general contractors and subcontractors determined to be in violation of these regulations shall be subject to enforcement proceedings.

DEFINITIONS

- A) “Base Hourly Rate of Pay” means the rate of pay identified for the trade as “Rates” on the General Wage Decisions (Davis-Bacon Wage determinations).
- B) “Construction”
- 1) “construction” means construction activity, as distinguished from manufacturing, furnishing of materials or servicing and maintenance work and includes, without limitation, the construction of buildings, structures, improvements of all types and heavy construction work;
 - 2) construction work includes altering, remodeling, demolishing existing structures, installation of items fabricated off-site, painting and decorating, the transporting of materials and supplies to or from the public works site by the employee of the public works contractor or subcontractor consistent with R. I. Gen. Laws § 37-13-7(c).
- C) “Employee” means any person employed by an employer. This definition shall be interpreted consistent with the definition of “employee” under 29 U.S.C. 203(e) and the Fair Labor Standards Act, including any exemptions thereto under said Act applicable to employment in Rhode Island.
- D) “Employer” means any person acting directly or indirectly in the interest of an employer in relation to an employee. This definition shall be interpreted consistent with the definition of “employee” herein and the definition of “employer” under 29 U.S.C. 203(d) of the Fair Labor Standards Act, including any exemptions thereto under said act applicable to employment in Rhode Island.
- E) “Fringe Benefit” means a benefit that is granted by an employer to an employee by company policy that involves a monetary cost such as holiday pay, vacation pay, health insurance, bona fide pension plans, etc. Benefits required by law such as workers compensation, unemployment premiums and matching social security are not considered “fringe benefits” and cannot be used as a credit against the fringe benefit portion of the rate. Authorized fringe benefit credits may be deducted from prevailing wages owed pursuant to Regulation 17.
- F) “Fringe Benefit Credit” means the amount identified as “Fringes” for the trade on the General Wage Decisions (Davis-Bacon Wage determinations).
- G) “Heavy Construction”
- 1) “heavy construction” means those construction projects that are not properly classified as either “building”, “highway”, or “residential”. Projects within the heavy classification are distinguished on the basis of their particular project characteristics, like complex engineering and industrial nature, and separate wage determinations;
 - 2) Examples of heavy construction include, but are not limited to power plants, pipelines, mass transit lines, marine and port facilities, sewage and solid waste facilities, landfills wastewater treatment facilities, sanitary, storm and sewer facilities, water supply facilities, transmission lines, aqueducts, water treatment facilities, desalination plant facilities, dams and reservoirs and the laying of fiber optic cable.

- H) “Independent Contractor” means any natural person, business, corporation or entity of any kind that provides goods or services to another and that does not qualify as an “employee” as provided for herein.
- I) “Prevailing Wage” means the Base Hourly Rate of Pay plus the Fringe Benefit Credit which are listed on the General Wage Decisions (Davis-Bacon Wage Determinations) developed by the U.S. Department of Labor and adopted by the Rhode Island Department of Labor and Training.
- J) “Prevailing Wage Law” means R. I. Gen. Laws § 37-13-1, *et seq.*
- K) “Principal” is a person who has a majority of the ownership of a business, firm or corporation.
- L) “Public Agency” means the State of Rhode Island, any awarding agency or authority of the State of Rhode Island, those agencies listed at R. I. Gen. Laws § 37-13-7(d), any Rhode Island city, town or village or any division of same, or any person or other entity acting on behalf of any public agency as defined herein.
- M) “Public Work”
- 1) “public work” means grading, clearing, demolition, improvement, completion, repair, alteration or construction on any public site;
 - 2) “public work” does not include:
 - i) grading, clearing, demolition, improvement, completion, repair, alteration or construction on any public site for which no salary or wages or in kind payments are paid or owed;
 - ii) ordinary maintenance work performed on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semiannually or annually) or on a routine basis to service, check, or replace items or parts that are not broken.
- N) “Public Works Contract”
- 1) “public works contract” means any contract, purchase order, or any other legal agreement, in writing, for any public work or heavy construction on a public site to be performed by a public contractor on behalf of a public agency for a fixed or determinable amount of One Thousand Dollars or more (\$1,000);
 - 2) payments made through contracts with third parties on behalf of a public agency shall be deemed public works contracts if public funds are utilized.
- O) “Public Works Contractor” means the prime contractor, and each and every subcontractor, performing public work or heavy construction on any public works project site.
- P) “Public Works Project” means public work or heavy construction work at any public works site for a public purpose for which the prevailing wage law applies.

- Q) “Public Works Site”
- 1) “public works site” means the physical place or places, but not a privately owned residence where the heavy construction or public work called for in the public works contract takes place or will remain and is owned or will be owned by the public agency;
 - 2) the physical place(s) where the public work or heavy construction is to occur also means other adjacent or nearby property used by the public works contractor or subcontractor which can reasonably be said to be included in the public works site;
 - 3) physical place(s) which are not owned by a public agency but which are developed under contract and in anticipation of being owned by a public agency shall be considered a public works site.
- R) “Residential Construction” means projects consisting of single family homes and apartments up to and including four (4) stories.
- S) “Successor in interest” is one who continues to retain the same right, control or interest in a new business, firm, or corporation which purchased or merged with a former business, firm or corporation.

Instructions for Preparing RI Certified Weekly Payroll Forms

Certified Payroll Heading:

Employer name & address: Enter name, address, phone number and e-mail of General Contractor and Sub-contractor (if applicable).

Week Ending: Enter Week ending date.

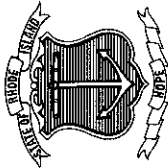
Project: Enter the name and location of the Prevailing Wage project.

Wage Decision Number: Enter the applicable Wage Decision number. This number is found on the top of the first page of the Davis Bacon Prevailing Wage Rate schedule that applies to the project.

Date of Decision: Enter the date of the Wage Decision that applies to the project. This date is found on the top of the first page of the Davis Bacon Prevailing Wage Rate schedule that applies to the project.

Payroll Information by column:

1. Employee Name, Address & Phone Number: Enter the name, address & phone number of all employees working on the project.
2. Work Classification: Enter the specific work classification from the Davis Bacon Prevailing Wage Rate schedule that applies to the specific type of work each employee is performing on the project. If an employee performs more than one trade, each classification and corresponding hours worked and rates must be listed separately. For indentured apprentices, indicate the percentage they are being paid at in accordance with the rate scale of their specific apprenticeship agreement.
3. Date: List dates under corresponding day of week that work is performed.
4. Hours Worked: List hours worked for each day. All hours (both prevailing wage and non-prevailing wage) must be listed. Prevailing Wage standard hours must be listed under P.S., Prevailing Wage overtime hours must be listed under P.O., Regular hours (non- prevailing wage) must be listed under R.H. and Regular (non- prevailing wage) overtime hours must be listed under R.O.
5. Total Hours: List on each line total number of hours worked for entire week for each type (P.S., P.O., R.H., R.O.) of hours worked. For companies working multiple Prevailing Wage jobs in one week; Additional Prevailing Wage standard hours for all other prevailing wage projects may be listed as A.P.S.; Additional Prevailing Wage overtime hours for all other prevailing wage projects may be listed as A.P.O.; Additional Prevailing Wage standard hours & overtime hours for all other projects may be merged and listed under A.P.S. or A.P.O. *Note: The RI Weekly Certified Payroll form is available in Microsoft Excel for download. This form will allow you to add two rows under P.S. & P.O. and label those two rows as A.P.S. & A.P.O.
6. Hourly Pay Rate: List amount of pay per hour paid to each worker. This is the hourly rate actually paid in each individual's paycheck.
7. Hourly Fringe Rate: List the hourly fringe benefit credit the employer is taking for each employee. *Note: The type of bona fide fringe benefits must be specifically listed on the RI Statement of Compliance form.
8. Gross Wages: The gross amount of wages paid to each employee must be listed.
9. Deductions: List deductions in applicable areas. *Note: Any amounts indicated in the "other" column must be specifically listed.
10. Net Wages: The net amount of wages paid to each employee must be listed.



**RI Department of Labor and Training - Division of Workforce Regulation & Safety
Professional Regulation Unit/Prevailing Wage Section
1511 Pontiac Avenue Building 70, P.O. Box 20247 Cranston, RI 02920-0943**

Rhode Island Certified Weekly Payroll

Contractor: _____ Subcontractor: _____
 Address: _____ Address: _____
 City/Town: _____ State: _____ Zip: _____
 Phone #: _____ Email: _____
 Project/ Location: _____ Phone #: _____
 For Week Ending: _____ Decision #: _____ Wage Decision Date: _____

Name, Address and Phone Number of Employee	Work Classification	Apprentice %	Date:	Hours Worked Each Day							Total Hrs	Hourly Rate	Hourly Fringe Benefit	Gross	Deductions			RI TDI	*Other	Net	
				S	M	T	W	T	F	S					Social Security	Medi-care	Withhel Federal				State
			P.S.																		
			P.O.																		
			R.H.																		
			R.O.																		
			P.S.																		
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			R.O.																		
			P.S.																		
			P.O.																		
			R.H.																		
			R.O.																		

Legend: P.S.=Prevailing Wage Standard Hours P.O.=Prevailing Wage Overtime Hours R.H.=Regular Hours R.O.=Regular Overtime Hours
 *Note: Deductions reported in the "other" column must be listed.
 DLT is an equal opportunity employer/program. Auxiliary aids and services available upon request. TTY via RI Relay: 711

STATEMENT OF COMPLIANCE

I, _____ do hereby state:

(print name and title of signatory party)

(1) That I pay or supervise the payment of the persons employed by: _____

(contractor or subcontractor)

on the _____, that during the payroll period commencing on

(project)

_____ day of _____, 20_____ and ending on the

(day) _____ *(month)* _____ *(year)*

_____ day of _____, 20_____

(day) _____ *(month)* _____ *(year)*

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

(contractor or subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Rhode Island General Law Chapter 28-14.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in the appropriate wage determination for the project; that the classifications set forth therein for each laborer or mechanic conform with the work they performed.

(3) That the apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the Rhode Island State Apprenticeship Council.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made when due, to appropriate programs for the benefit of such employees.

Fringe Benefits Explanation: Bona fide fringe benefits are those paid to approved plans, funds or programs except those required by Federal or State Law. Please specify the type of benefits provided:

- | | |
|-------------------------------------|------------------------------------|
| 1.) Medical or hospital care: _____ | 4.) Disability: _____ |
| 2.) Pension or Retirement: _____ | 5.) Vacation, sick, holiday: _____ |
| 3.) Life Insurance: _____ | 6.) Other (please specify): _____ |

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the rate schedule.

(5) In accordance with Chapter 37-13-13, it is mandatory that contractors use these forms for all Rhode Island Department of Labor requests for certified copies of payroll. Failure to submit information on these forms will constitute non-compliance by the responding contractor. These forms must be signed by the owner or an officer of the corporation, certifying that this is a true and exact copy of their payroll records.

SIGNATURE OF OWNER OR OFFICER OF CORPORATION	PRINT NAME & TITLE	DATE
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My signature hereon constitutes my affirmation that the information contained herein is true and accurate regarding the number of employees participating in the prevailing wage program, the prevailing wage standard hours each employee worked, prevailing wage overtime hours, regular hours and overtime hours for each employee as well as the gross wages for each employee. I have confirmed and attest that all the information contained in this document is correct and I understand and acknowledge by my signature that if I provide any inaccurate information on this form, I may be subject to civil penalties and/or referral to the Rhode Island Attorney General for criminal prosecution.