

# LIMITED-SERVICE MAINTENANCE PLAN

**City of Seguin, Texas**

February 15, 2021

**MAGUIREIRON.COM**



## LIMITED MAINTENANCE PLAN CONTRACT

THIS AGREEMENT is made this 9 day of March, 2021, by and between the **City of Seguin, TX**, hereinafter referred to in this Agreement as "Owner", and Maguire Iron, Inc. of Sioux Falls, SD, hereinafter referred to in this Agreement as "the Company". **MAGUIRE IRON, INC is a certified member of The Interlocal Purchasing System (TIPS) with a vendor number of 200201, under trades and labor. Procurement will follow all protocols and regulations set forth by TIPS (see Exhibit A).** This Agreement along with all incorporated documents referenced herein shall set forth the full terms and conditions agreed to between the parties in reference to the inspection, maintenance, and rehabilitation of the following Water Tower(s) by the Company as outlined in the individual scopes of work as referenced in **Schedule A:**

- Vetter North Tank – 70,000 Gallon – Ground Storage Tank
- Vetter Mid Tank – 70,000 Gallon – Ground Storage Tank
- Vetter South Tank – 70,000 Gallon – Ground Storage Tank
- HWY 123 Bypass Tank – 1,000,000 Gallon – Composite Hydropillar
- Lucille St. Tank – 1,000,000 Gallon – Composite Hydropillar
- Ireland Tank – 200,000 Gallon – Elevated
- Kingsbury Tank – 500,000 Gallon – Elevated
- Water Plant Tank – 3,000,000 Gallon – Ground Storage Tank
- Water Plant Tank – 2,000,000 Gallon – Ground Storage Tank

### 1. SCOPE(S) OF WORK:

See individual scopes of work in Schedule A.

### 2. INSURANCE AND BONDING:

All bonds and insurance required by the Contract shall be obtained from surety or insurance companies that are duly licensed by the State of Texas and authorized by the State of Texas and the Texas Department of Insurance to issue bonds or insurance policies for the limits and coverages required by the Contract Documents. The bonds shall be in a form acceptable to the Owner and shall be issued by a surety that complies with the requirements of Chapter 3503 of the Texas Insurance Code.

### INSURANCE

Company shall carry insurance in the types and amounts indicated on the attached Exhibit "E" for the duration of the Contract, which shall include items owned by Owner in the care, custody and control of Company prior to and during any maintenance and construction period.

Company must complete and forward the required Certificates of Insurance to Owner within ten (10) days of the Date of Execution the Contract is executed as verification of coverage required below. Company shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by Owner. Approval of insurance by Owner shall not relieve or decrease the liability of Company hereunder and shall not be construed to be a limitation of liability on the part of Company. Company must also complete and forward the required Certificates of



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Insurance to Owner whenever a previously identified policy period has expired as verification of continuing coverage.

Where the Owner is an additional insured shown on any policy, it is intended that policies required in the Contract, covering the Owner and Company shall be considered primary coverage as applicable.

If insurance policies are not written for amounts specified in Exhibit "E", Owner's Insurance Requirements, Company shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

Owner shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies. Any costs incurred by the contractor to increase coverage limits by the Owner would be borne by the Owner.

Owner reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as Company.

Company shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

Company shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

Company shall provide Owner thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

The insurance coverages required under this contract are required minimums and are not intended to limit the responsibility or liability of CONTRACTOR.

### **BONDS**

Bonds, when required, shall be executed on forms furnished by or acceptable to Owner. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

If the surety on any bond furnished by Company is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the





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preceding paragraph, Company shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to Owner.

Bonds provided by Company shall conform to the requirements contained in Chapter 2253 of the Government Code.

Company shall furnish Owner with a Performance Bond and Payment Bond in the form set out by Owner. The Performance Bond and Payment Bond shall cover the work scheduled in 2021 for the interior & exterior renovation and repairs of the Water Plant 2MMG GST, and Water Plant 3MMG GST per Schedule B Cost of Work - \$1,675,700.00. Such bond shall provide a warranty of one (1) year from the date of final acceptance of the work which guarantees against defective workmanship and/or materials.

### 3. TERM:

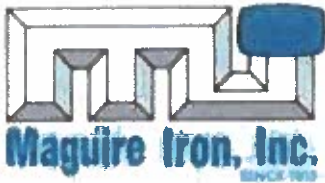
This Agreement is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the effective date of termination. Notice of Termination is to be delivered by certified mail to Maguire Iron Inc. PO Box 1446 Sioux Falls, SD 57101, and signed by the City Manager or authorized agent for Seguin, TX. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. Renovation and repair costs for all tanks are outlined per Schedule B. Any disputes arising out of such termination are subject to the Remedies section hereinafter set out.

After notice and an opportunity to cure, Owner may terminate this Contract for failure of performance or failure to perform as set forth in Paragraph 5 below. Prior to such termination Owner shall furnish Company with written notice specifying the performance issues and Company shall have sixty (60) days to cure any of said deficiencies.

**NON-APPROPRIATION OF FUNDS.** Owner intends to remit all payments for the full Term if funds are legally available. In the event the Owner is not granted an appropriation of funds at any time during the Term for the subject of this Agreement and operating funds are not otherwise available to the Owner to pay the payments due and to become due under this Agreement, the Owner shall have the right to terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to Owner, except as the portion of payment for which funds shall have been appropriated and budgeted or the cost for any work that has been performed prior to termination (See Schedule B).

### 4. COST/PAYMENT TERM:

The cost of the program is detailed in the **attached Schedule A. Payment Options:** \_\_\_\_\_ Quarterly, \_\_\_\_\_ Semi-annually, or  X  Annual payments are due the first day of May for each fiscal/budget year. Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1.5% per month (18% per annum) will be charged on past due accounts. The Owner's payments under this agreement, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The Owner reserves the right to modify any invoice amount due to the Company to conform to the terms of the agreement.



#### **5. SUPERVISION AND SUPERINTENDENCE:**

Company shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. All work shall be performed to the level of skill in the trades for the type of work. The Company shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

The Company shall have an English-speaking, competent Superintendent on the Owner's sites at all times that work is in progress. Upon Owner's request, the Company shall present the resume of the Superintendent to Owner's Representative showing evidence of experience and successful superintendence and direction of work of a similar scale and complexity. If, in the Owner's opinion, the proposed Superintendent does not indicate sufficient experience in line with the proposed work, he/she will not be allowed to be the designated Superintendent for the Work. The Superintendent shall not be replaced without written consent of the Owner. Such consent shall not be unreasonably withheld. The Superintendent will be the Company's representative on the Work and shall have the authority to act on behalf of the Company. All communications given to the Superintendent shall be as binding as if given to the Company. Either the Company or the Superintendent shall provide an emergency and home telephone number at which one or the other may be reached if necessary when work is not in progress.

#### **TANK MODIFICATION:**

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company, prior to installation or modification and may result in an increase to the annual fee.*

#### **5. CHANGES IN LAW**

The Owner agrees that future mandated environmental, health, safety, or labor requirements which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee

#### **6. COMPLIANCE WITH OTHER LAWS AND CERTIFICATION OF ELIGIBILITY TO CONTRACT:**

Any offer to Contract with the Owner shall be considered an executed certification that the Company shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the Contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the Company shall furnish the Owner with satisfactory proof of its compliance within ten (10) business days or any Contract with the Owner is void.

#### **7. ASSIGNMENT:**

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall



remain responsible under this Agreement, until its assignee assumes in full and in writing all of the obligations of the Owner under this Agreement.

Company may not assign or otherwise transfer this Agreement, or any of Company's obligations hereunder, to any other entity without prior approval by Owner.

#### **8. INDEMNIFICATION:**

COMPANY shall indemnify, defend and hold harmless the OWNER, and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, assessments, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by COMPANY or COMPANY's agent, consultant under contract, or another entity over which COMPANY exercises control (whether active or passive) of COMPANY or its employees, agents or sub-contractors (collectively referred to as "COMPANY") (ii) the failure of COMPANY to comply with any of the paragraphs herein or the failure of COMPANY to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. COMPANY expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of COMPANY, or any of its sub-contractors, as provided above, for which COMPANY's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require COMPANY to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of COMPANY in performing Services under this Agreement.

#### **9. REMEDIES**

Texas law governs this agreement and any lawsuit on this agreement must be filed in a court that has jurisdiction in Guadalupe County, Texas. The Owner specifically requests disputes be mediated and/or litigated in lieu of arbitration. Notwithstanding any provision to herein to the contrary, Owner's constitutional and statutory defenses shall not be waived or limited by any provision of this agreement.

#### **10. MISCELLANEOUS:**

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them without further action.





**11. CONFIDENTIALITY:**

Any provision in the Contract that attempts to prevent the Owner's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code).

**12. DISCLOSURE OF BUSINESS RELATIONSHIPS/AFFILIATIONS; CONFLICT OF INTEREST QUESTIONNAIRE:**

Company represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire and Chapter 2252 of the Texas Government Code, Form 1295 Certificate of interested Parties online filing with the Texas Ethics Commission.

**13. IMMUNITY:**

Any provision of the Contract that seeks to waive the Owner's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Contract.

**14. NON-DISCRIMINATION:**

Company shall not discriminate against customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or whether all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Owner.

**15. RELATIONSHIP OF PARTIES:**

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

**16. CONTRACTUAL LIMITATIONS PERIOD:**

Any provision of the Contract that establishes a limitations period that does not run against the Owner by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

**17. ENTIRE AGREEMENT:**

This Agreement constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

**18. PARAGRAPH HEADINGS:**

The paragraph headings contained in this Contract are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.



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### 19. SEVERABILITY:

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

### 20. VISUAL INSPECITON DISCLAIMER

This Contract is based upon a visual inspection of the Tanks. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tanks for all patent defects. If latent defects are identified once any tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

### 21. BOYCOTT ISRAEL:

The OWNER may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code Chapter 2270) by entering this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this contract will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended

Owner: City of Seguin, TX

By: [Signature]  
(Name)

City Manager  
(Title)

MAGUIRE IRON, INC.

By: \_\_\_\_\_  
(Name)

(Title)

By: Michael Bruck 02/15/2021  
(Authorized Agent) (Date)

Date Accepted: \_\_\_\_\_

Upon acceptance, please provide two (2) signatures and date the agreement.





## **SCHEDULE A:**

### **Scope of Work, Vetter North 70,000 Gallon Ground Storage Tank:**

#### **2021, 2027, and 2030 – Cleanout Inspections:**

1. Company hereby agrees to clean and inspect the interior, and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens. All sediment will be removed from the tank floor.
2. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit of City Officials.
3. After inspections are complete, interior surfaces to be disinfected per AWWA method 3.

#### **2022, 2023, 2025, 2026, 2028, and 2029 – Visual Inspections:**

1. Company hereby agrees to inspect the interior and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens.
2. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit-of City Officials.

#### **2024 – Chemical Clean of the Interior and Inspection:**

1. Company hereby agrees to clean and inspect the interior, and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens. All sediment will be removed from the tank floor.
2. Company will apply an NSF-approved chemical cleaning agent to the tank sidewalls and floor.
3. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit of City Officials.
4. After inspections are complete, interior surfaces to be disinfected per AWWA method 3.

### **Scope of Work, Vetter Mid 70,000 Gallon Standpipe:**

#### **2022 and 2028 – Cleanout Inspections:**

1. Company hereby agrees to clean and inspect the interior, and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens. All sediment will be removed from the tank floor.
2. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit of City Officials.
3. After inspections are complete, interior surfaces to be disinfected per AWWA method 3.

#### **2021, 2023, 2024, 2026, 2027, 2029 and 2030 – Visual Inspections:**

1. Company hereby agrees to inspect the interior and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens.
2. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit-of City Officials.



**Scope of Work, Vetter Mid 70,000 Gallon Standpipe (cont.):**

**2025 – Chemical Clean of the Interior and Inspection:**

1. Company hereby agrees to clean and inspect the interior, and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens. All sediment will be removed from the tank floor.
2. Company will apply an NSF-approved chemical cleaning agent to the tank sidewalls and floor.
3. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit of City Officials.
4. After inspections are complete, interior surfaces to be disinfected per AWWA method 3.

**Scope of Work, Vetter South 70,000 Gallon Standpipe:**

**2023 and 2029 – Cleanout Inspections:**

1. Company hereby agrees to clean and inspect the interior, and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens. All sediment will be removed from the tank floor.
2. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit of City Officials.
3. After inspections are complete, interior surfaces to be disinfected per AWWA method 3.

**2021, 2022, 2024, 2025, 2027, 2028, and 2030 – Visual Inspections:**

1. Company hereby agrees to inspect the interior and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens.
2. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit of City Officials.

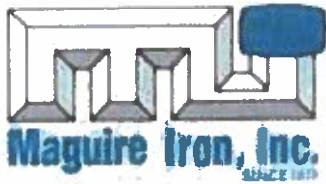
**2026 – Chemical Clean of the Interior and Inspection:**

1. Company hereby agrees to clean and inspect the interior, and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens. All sediment will be removed from the tank floor.
2. Company will apply an NSF-approved chemical cleaning agent to the tank sidewalls and floor.
3. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit of City Officials.
4. After inspections are complete, interior surfaces to be disinfected per AWWA method 3.

**Scope of Work, HWY 123 Bypass, 1,000,000 Gallon Composite Hydropillar:**

**2025 and 2028 – Cleanout Inspections:**

1. Company hereby agrees to clean and inspect the interior, and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens. All sediment will be removed from the tank floor.
2. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit of City Officials.
3. After inspections are complete, interior surfaces to be disinfected per AWWA method 3.



**Scope of Work, HWY 123 Bypass, 1,000,000 Gallon Composite Hydropillar (cont.):**

**2021, 2023, 2024, 2026, 2027, 2029, and 2030 – Visual Inspections:**

1. Company hereby agrees to inspect the interior and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens.
2. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit-of City Officials.

**2022 – Chemical Clean of the Interior and Inspection:**

1. Company hereby agrees to clean and inspect the interior, and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens. All sediment will be removed from the tank floor.
2. Company will apply an NSF-approved chemical cleaning agent to the tank sidewalls and floor.
3. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit of City Officials.
4. After inspections are complete, interior surfaces to be disinfected per AWWA method 3.

**Scope of Work, Lucille St., 1,000,000 Gallon Composite Hydropillar:**

**2024, 2027, and 2030 – Cleanout Inspections:**

1. Company hereby agrees to clean and inspect the interior, and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens. All sediment will be removed from the tank floor.
2. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit of City Officials.
3. After inspections are complete, interior surfaces to be disinfected per AWWA method 3.

**2022, 2023, 2025, 2026, 2028, and 2029 – Visual Inspections:**

1. Company hereby agrees to inspect the interior and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens.
2. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit-of City Officials.

**2021 – Chemical Clean of the Interior and Inspection:**

1. Company hereby agrees to clean and inspect the interior, and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens. All sediment will be removed from the tank floor.
2. Company will apply an NSF-approved chemical cleaning agent to the tank sidewalls and floor.
3. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit of City Officials.
4. After inspections are complete, interior surfaces to be disinfected per AWWA method 3.





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### **Scope of Work, Ireland Tank, 200,000 Gallon Elevated:**

**2021 – Chemical Clean of the Interior and Inspection, Exterior Pressure Wash + Spot-Prep, Prime, Repairs:**

1. Company hereby agrees to clean and inspect the interior, and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens. All sediment will be removed from the tank floor.
2. Company will apply an NSF-approved chemical cleaning agent to the tank sidewalls and floor.
3. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit of City Officials.
4. After inspections are complete, interior surfaces to be disinfected per AWWA method 3.
5. Company will SSPC-SP12 pressure wash all exterior surfaces to remove dirt, mildew, etc.
6. Company will SSPC-SP2-3 spot prepare any areas that are flaking, rusting, peeling, etc. Areas will be spot coated with Tnemec Series 135 rust-inhibitive epoxy primer; a spot coat of Tnemec Series 73 urethane will be applied to all aforementioned areas.
7. Company will install an OSHA-approved mid-rail to the existing balcony handrail system.
8. Company will install OSHA-approved cable fall-arrest devices to the existing leg and dome roof access ladders.

### **2026 – Interior and Exterior Renovations**

The above renovations are scheduled for the contract year 2025, but may be moved to 2023 or 2024 upon request from the Owner.

1. Company will SSPC-SP10 near white abrasive blast all interior surfaces to remove the current coating system.
2. Company will apply one (1) prime coat of Tnemec Series 94 zinc-rich primer to all interior surfaces per the manufacturer's specifications.
3. Company will apply one (1) stripe coat of Tnemec Series 20 epoxy to all seams, sharp edges, etc. per the manufacturer's specifications.
4. Company will apply one (1) finish coat of Tnemec Series 22 epoxy to all interior surfaces per the manufacturer's specifications.
5. After the renovation is complete, interior wet surfaces will be disinfected per AWWA method 3.
6. Company will SSPC-SP12 pressure wash all exterior surfaces to remove dirt, mildew, etc.
7. Company will SSPC-SP2-3 spot prepare any areas that are flaking, rusting, peeling, etc. Areas will be spot coated with Tnemec Series 135 rust-inhibitive epoxy primer as needed.
8. Company will apply one (1) finish coat of Tnemec Series 740 UVX modified polycarbamide to all exterior surfaces per the manufacturer's specifications.
9. Company will retrace the current logo as is. The owner may opt to change the logo to the current City of Seguin, TX logo (see "Logo Artwork Attachment").

### **\*Option for Full Exterior Abrasive Blast and Containment:**

The Owner may opt to change the exterior renovation specification regarding above items 6, 7, and 8 to a full exterior abrasive blast with a 3-coat exterior coating system. The scope of work is as follows:

- Company will SSPC-SP6 commercial abrasive blast all exterior surfaces to remove the current coating system. Contractor will contain the waste and dispose of the materials according to TCEQ regulations.
- Company will apply one (1) prime coat of Tnemec Series 90-97 zinc-rich primer to all exterior surfaces per the manufacturer's specifications.



### **Scope of Work, Ireland Tank, 200,000 Gallon Elevated (cont.):**

- Company will apply (1) intermediate coat of Tnemec Series 66 epoxy to all exterior surfaces per the manufacturer's specifications.
- Company will apply one (1) finish coat of Tnemec Series 740 UVX modified polycarbamide to all exterior surfaces per the manufacturer's specifications.

The Owner will pay the company an additional \$189,188 to complete the additional work associated with the full exterior abrasive blast and 3-coat exterior system.

#### **2023 and 2028 – Cleanout Inspections:**

1. Company hereby agrees to clean and inspect the interior, and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens. All sediment will be removed from the tank floor.
2. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit of City Officials.
3. After inspections are complete, interior surfaces to be disinfected per AWWA method 3.

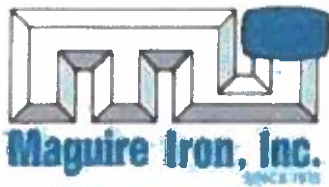
#### **2022, 2024, 2025, 2027, 2029, and 2030 – Visual Inspections:**

1. Company hereby agrees to inspect the interior and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens.
2. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit-of City Officials.

### **Scope of Work, Kingsbury Tank, 500,000 Gallon Elevated:**

#### **2021 – Chemical Clean of the Interior and Inspection, Exterior Pressure Wash + Spot-Prep, Prime, Repairs:**

1. Company hereby agrees to clean and inspect the interior, and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens. All sediment will be removed from the tank floor.
2. Company will apply an NSF-approved chemical cleaning agent to the tank sidewalls and floor.
3. Company shall provide during the course of this inspection digital photos and a TCEQ report at the city's request for benefit of City Officials.
4. After inspections are complete, interior wet surfaces to be disinfected per AWWA method 3.
5. Company will SSPC-SP12 pressure wash all exterior surfaces to remove dirt, mildew, etc.
6. Company will SSPC-SP2-3 spot prepare any areas that are flaking, rusting, peeling, etc. Areas will be spot coated with Tnemec Series 135 rust-inhibitive epoxy primer; a spot coat of Tnemec Series 73 urethane will be applied to all aforementioned areas.
7. Company will prepare SSPC-SP2-3 the dry interior platform exhibiting corrosion, etc. Platform will be coated with Tnemec Series 20 epoxy per the manufacturer's specifications.
8. Company will install OSHA-approved cable fall-arrest devices to the existing dry stem ladder.



### **Scope of Work, Kingsbury Tank, 500,000 Gallon Elevated (cont.):**

#### **2027 – Interior and Exterior Renovations and Dry Interior Touch-up:**

1. Company will SSPC-SP10 near white abrasive blast all interior surfaces to remove the current coating system.
2. Company will apply one (1) prime coat of Tnemec Series 94 zinc-rich primer to all interior surfaces per the manufacturer's specifications.
3. Company will apply one (1) stripe coat of Tnemec Series 20 epoxy to all seams, sharp edges, etc. per the manufacturer's specifications.
4. Company will apply one (1) finish coat of Tnemec Series 22 epoxy to all interior surfaces per the manufacturer's specifications.
5. After the renovation is complete, interior wet surfaces will be disinfected per AWWA method 3.
6. Company will SSPC-SP12 pressure wash all exterior surfaces to remove dirt, mildew, etc.
7. Company will SSPC-SP2-3 spot prepare any areas that are flaking, rusting, peeling, etc. Areas will be spot coated with Tnemec Series 135 rust-inhibitive epoxy primer as needed.
8. Company will apply one (1) finish coat of Tnemec Series 740 UVX modified polycarbamide to all exterior surfaces per the manufacturer's specifications.
9. Company will retrace the current logo as is. The owner may opt to change the logo to the current City of Seguin, TX logo (see "Logo Artwork Attachment").
10. Company will SSPC-SP12 pressure wash all dry interior surfaces to remove dirt, mildew, etc.
11. Company will SSPC-SP2-3 spot prepare any areas that are flaking, rusting, peeling, etc. Areas will be spot coated with Tnemec Series 20 epoxy per the manufacturer's specifications.

#### **\*Option for Full Exterior Abrasive Blast and Containment:**

The Owner may opt to change the exterior renovation specification regarding above items 6, 7, and 8 to a full exterior abrasive blast with a 3-coat exterior coating system. The scope of work is as follows:

- Company will SSPC-SP6 commercial abrasive blast all exterior surfaces to remove the current coating system. Contractor will contain the waste and dispose of the materials according to TCEQ regulations.
- Company will apply one (1) prime coat of Tnemec Series 90-97 zinc-rich primer to all exterior surfaces per the manufacturer's specifications.
- Company will apply (1) intermediate coat of Tnemec Series 66 epoxy to all exterior surfaces per the manufacturer's specifications.
- Company will apply one (1) finish coat of Tnemec Series 740 UVX modified polycarbamide to all exterior surfaces per the manufacturer's specifications.

The Owner will pay the company an additional \$255,480 to complete the additional work associated with the full exterior abrasive blast and 3-coat exterior system.

#### **2024 and 2030 – Cleanout Inspections:**

1. Company hereby agrees to clean and inspect the interior, and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens. All sediment will be removed from the tank floor.
2. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit of City Officials.
3. After inspections are complete, interior surfaces to be disinfected per AWWA method 3.





**Scope of Work, Kingsbury Tank, 500,000 Gallon Elevated (cont.):**

**2022, 2023, 2025, 2026, 2028, and 2029 – Visual Inspections:**

1. Company hereby agrees to inspect the interior and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens.
2. Company shall provide during the course of this inspection digital photos and a TCEQ report benefit-of City Officials.

**Scope of Work, Water Plant Tank, 2,000,000 Gallon Ground Storage:**

**2021 – Interior and Exterior Renovations**

6. Company will SSPC-SP10 near white abrasive blast all interior surfaces to remove the current coating system.
7. Company will apply one (1) prime coat of Tnemec Series 94 zinc-rich primer to all interior surfaces per the manufacturer's specifications.
8. Company will apply one (1) stripe coat of Tnemec Series 20 epoxy to all seams, sharp edges, etc. per the manufacturer's specifications.
9. Company will apply one (1) finish coat of Tnemec Series 22 epoxy to all interior surfaces per the manufacturer's specifications.
10. Company will seal all lapped seams in the interior high-water level with an NSF-approved caulking material.
11. After the renovation is complete, interior wet surfaces will be disinfected per AWWA method 3.
12. Company will SSPC-SP6 commercial abrasive blast all exterior surfaces to remove the current coating system. Contractor will contain the waste and dispose of the materials according to TCEQ regulations.
13. Company will apply one (1) prime coat of Tnemec Series 90-97 zinc-rich primer to all exterior surfaces per the manufacturer's specifications.
14. Company will apply (1) intermediate coat of Tnemec Series 66 epoxy to all exterior surfaces per the manufacturer's specifications.
15. Company will apply one (1) finish coat of Tnemec Series 740 UVX modified polycarbamide to all exterior surfaces per the manufacturer's specifications.

**2023 and 2029 – Cleanout Inspections:**

1. Company hereby agrees to clean and inspect the interior, and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens. All sediment will be removed from the tank floor.
2. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit of City Officials.
3. After inspections are complete, interior surfaces to be disinfected per AWWA method 3.

**2022, 2024, 2025, 2027, 2028, and 2030 – Visual Inspections:**

1. Company hereby agrees to inspect the interior and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens.
2. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit-of City Officials.



**Scope of Work, Water Plant Tank, 2,000,000 Gallon Ground Storage (cont.):**

**2026 – Chemical Clean Interior and Inspection**

1. Company hereby agrees to clean and inspect the interior, and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens. All sediment will be removed from the tank floor.
2. Company will apply an NSF-approved chemical cleaning agent to the tank sidewalls and floor.
3. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit of City Officials.
4. After inspections are complete, interior surfaces to be disinfected per AWWA method 3.

**Scope of Work, Water Plant Tank, 3,000,000 Gallon Ground Storage:**

**2021 – Interior and Exterior Renovations**

1. Company will SSPC-SP10 near white abrasive blast all interior surfaces to remove the current coating system.
2. Company will apply one (1) prime coat of Tnemec Series 94 zinc-rich primer to all interior surfaces per the manufacturer's specifications.
3. Company will apply one (1) stripe coat of Tnemec Series 20 epoxy to all seams, sharp edges, etc. per the manufacturer's specifications.
4. Company will apply one (1) finish coat of Tnemec Series 22 epoxy to all interior surfaces per the manufacturer's specifications.
5. Company will seal all lapped seams in the interior high-water level with an NSF-approved caulking material.
6. After the renovation is complete, interior wet surfaces will be disinfected per AWWA method 3.
7. Company will SSPC-SP6 commercial abrasive blast all exterior surfaces to remove the current coating system. Contractor will contain the waste and dispose of the materials according to TCEQ regulations.
8. Company will apply one (1) prime coat of Tnemec Series 90-97 zinc-rich primer to all exterior surfaces per the manufacturer's specifications.
9. Company will apply (1) intermediate coat of Tnemec Series 66 epoxy to all exterior surfaces per the manufacturer's specifications.
10. Company will apply one (1) finish coat of Tnemec Series 740 UVX modified polycarbamide to all exterior surfaces per the manufacturer's specifications.

**2024 and 2030 – Cleanout Inspection:**

1. Company hereby agrees to clean and inspect the interior, and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens. All sediment will be removed from the tank floor.
2. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit of City Officials.
3. After inspections are complete, interior surfaces to be disinfected per AWWA method 3.

**2022, 2023, 2025, 2026, 2028 and 2029 – Visual Inspections:**

1. Company hereby agrees to inspect the interior and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens.
2. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit-of City Officials.



WATER TOWER EXPERTS



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(605) 334-9749

**Scope of Work, Water Plant Tank, 3,000,000 Gallon Ground Storage (cont.):**

**2027 – Chemical Clean Interior and Inspection**

1. Company hereby agrees to clean and inspect the interior, and inspect the exterior of the water storage tank, including all hatch doors, vents, and screens. All sediment will be removed from the tank floor.
2. Company will apply an NSF-approved chemical cleaning agent to the tank sidewalls and floor.
3. Company shall provide during the course of this inspection digital photos and a TCEQ report for benefit of City Officials.
4. After inspections are complete, interior surfaces to be disinfected per AWWA method 3.

end of contract



**SCHEDULE A - CONT.**  
**WORK TABLE WITH YEARLY PAYMENTS**

[illegible]

## **APPENDIX A**

### **INTERIOR / EXTERIOR RENOVATIONS AND REPAIRS AND/OR TANK PAINTING**

#### **A.1. SCOPE**

The Company shall furnish all materials, labor and equipment to abrasive blast and paint the tank components in accordance with the following schedule. For the purpose of this agreement, all interior / exterior renovations and repairs requiring painting or any sort shall follow the requirements of this appendix.

The term "exterior surfaces" shall refer to the outside of the steel tank proper and all appurtenances located outside of the tank including but not limited to pipes, valves, pedestals, support structures, doors, and entrances to ground level.

The paints and paint products used for all tank painting shall be manufactured by The Tnemec Corporation.

**All franchise antennas and other communication devices mounted on the tank shall remain operational at all times during any renovation / repair.**

#### **A.2. GRAPHICS PAINTING**

Any graphics color shall be designated by owner, however if black, then Tnemec 35 GR shall be used.

The Company shall submit to Owner for approval scaled drawing delineating exact text sizing, spacing, etc.

Graphics, in their entirety, shall be stenciled on to the tank prior to painting. The location of the graphic shall be reviewed in the field by the Owner. The Owner shall approve location of graphic in writing prior to painting.

It shall be the responsibility of the Company to reproduce the lettering and/or graphic on the tank as provided by the Owner.

The lettering and/or graphics must exactly match the drawings provided by the Owner, and shall make use of the same lettering fonts and graphic styles.

The Company shall paint the graphic and/or lettering in up to two (2) locations on the tank. Details of the graphic shall include lettering and rendition of the graphic as provided by the Owner.

Painting of the graphic shall be performed by skilled craftsmen of the trade and shall be neat in appearance to the satisfaction of the Owner.

#### **A.3. REFERENCE SPECIFICATIONS AND STANDARDS**

Without limiting the general aspects of other requirements of these specifications, all surface preparation, coating and painting of interior and exterior surfaces and inspection shall conform to the applicable requirements of the Steel Structures Painting Council, NACE International, ASTM (American Society for Testing and Materials), AWWA and the manufacturer's printed instructions.

1. ASTM (American Society for Testing and Materials)  
ASTM D 520 Standard Specification for Zinc Dust Pigment  
ASTM D 4417 Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel  
ASTM E 337 Standard Practice Test Method for Measuring Humidity with a Psychrometer  
ASTM D2200 Standard Methods of Evaluating Degree of Rusting on Painted Surfaces
2. ANSI (American National Standards Institute)  
ANSI/ASC 29.4 Exhaust Systems Abrasive Blasting Operations – Ventilation and Safe Practice  
ANSI/NSF Standard 61 Drinking Water Components
3. AWWA (American Water Works Association)  
AWWA D 102 Coating Steel Water Storage Tanks
4. Consumer Product Safety Act, Part 1303
5. NACE International  
NACE Publication TPC2 Coatings and Linings for Immersion Service: Chapter 1 Safety, Chapter Surface Preparation, Chapter 3 Curing, and Chapter 4 Inspection  
NACE Standard SP0178 Standard Recommended Practice – Fabrication Details, Surface Finish Requirements and Proper Design Considerations for Tanks and Vessels to be Lined for Immersion Service  
NACE Standard SP0188 Standard Recommended Practice – Discontinuity (Holiday) Testing of Protective Coatings  
NACE Standard RP0287 Field Measurement of Surface Profile of Abrasive Blast-Cleaned Steel Surfaces Using a Replica Tape  
NACE Standard RP0288 Standard Recommended Practice, Inspection of Linings on Steel and Concrete
6. OSHA (Occupational Safety & Health Administration)  
1915.35 Standards – 29 CFR – Painting
7. SSPC (Society for Protective Coatings)  
SSPC-SP2 Hand Tool Cleaning  
SSPC-SP3 Power Tool Cleaning  
SSPC-SP10 Near White Metal Blast Cleaning  
SSPC-SP11 Power Tool Cleaning to Bare Metal  
SSPC-SP12 Surface Preparation and Cleaning of Metals by Water Jetting Prior to Recoating



- SSPC-PA-1 Shop, Field and Maintenance Painting
- SSPC-PA-2 Measurement of Dry Film Thickness with Magnetic Gages
- SSPC-PA-3 Guide to Safety in Paint Application
- SSPC-Guide 12 Guide for Illumination of Industrial Painting Project
- SSPC-VIS 1-89 Pictorial Surface Preparation Standards for Painting Steel Surfaces
- SSPC Paint Spec 36 Two Component Weatherable Aliphatic Polyurethane Topcoat, Performance-Based
- 8. SSPC/NACE Joint Standards
  - SSPC-SP5/NACE 1 White Metal Blast Cleaning
  - SSPC-SP6/NACE 3 Commercial Blast Cleaning
  - SSPC-SP7/NACE 4 Brush-Off Blast Cleaning
  - SSPC-SP10/NACE 2 Near-White Metal Blast Cleaning

The Owner's decision shall be final as the interpretation and/or conflict between any of the referenced specifications and standards contained herein.

#### A.4. COMPANY

The Company shall have ten (10) years practical experience and successful history in the application of specified product to surfaces of steel water tanks. Upon request, the Company shall substantiate this requirement by furnishing a list of references and job completions.

The Company shall submit a written statement by the coatings manufacturer stating that the Company is familiar with the materials specified and has workers capable of performing the work specified herein.

The personnel performing the work shall be knowledgeable and have the required experience and skill to adequately perform the work for this project, in accordance with SSPC-PA1, "Shop, Field and Maintenance Painting". Continuity of personnel shall be coordinated with the Owner.

The Company shall provide a supervisor at the work site during cleaning and application operations. The supervisor shall have the authority to coordinate work and make decisions pertaining to the fulfillment of the contract.

The Company's coating and painting equipment shall be designed for application of materials specified and shall be maintained in first class working condition. Compressors shall have suitable traps and filters to remove water and oils from the air. Company's equipment shall be subject to approval by the Owner.

#### A.5. QUALITY ASSURANCE

Quality assurance procedures and practices shall be utilized by the Company to monitor all phases of surface preparation, application and inspection throughout the duration of the renovation / repair project. Procedures or practices not specifically defined herein may be utilized provided they meet recognized and accepted professional standards and are approved by the Owner.

A.6. REPAIR – GENERAL

Any pits, holes, or irregularities in the surface shall be repaired either with epoxy seam filling compound (Tnemec Series 215 Surfacing Epoxy), or by welding. Any pits in excess of 1/8" depth shall be filled by welding. Any spot weld fillets required on the inside wall sections shall be made by welding. Epoxy filler shall be feathered smooth. No protrusions or spatter will be allowed.

Any structural work necessary for this project and not mentioned herein shall be performed by the Company and paid for in the total amount contract. All welding shall be paid for in the total contract price. The Company shall furnish all materials, equipment and labor. In the event that a latent defect(s) is identified, the Company and the Owner shall agree upon a scope of work and cost to repair the latent defect prior to any additional repairs outside of the contract's scope of work, per Contract Term #21, Visual Inspection Disclaimer."

After all repair and new construction is completed by the Company and inspected by the Owner, the Company shall complete the surface preparation and shall then prime and paint the tank as specified herein.

A.7. SURFACE PREPARATION

Surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces: SSPC-VIS 1-89", ASTM D2200-95, "Standard Methods of Evaluating Degree of Rusting on Painted Surfaces", ASTM D 4417-91, Method A and/or Method C or NACE Standard RP0287-87. In all cases the written standard shall take precedence over the visual standard. In addition, NACE Standard SP0178, along with the Visual Comparator, shall be used to verify the surface preparation of welds.

With the exception of the exterior surfaces of the 200,000 Gallon Elevated Ireland Tank and the exterior surfaces of the 500,000 Gallon Kingsbury Elevated Tank, all exterior surfaces to be coated shall be abrasive blasted to a commercial finish in accordance with Specification SSPC-SP6. A commercial blast finish is defined as a surface from which all oil, grease, dirt, rust, scale and foreign matter have been completely removed from the surface and all rust, mill scale, and old paint have been completely removed except for slight shadows, streaks, or discolorations caused by rust stain, mill scale oxides or slight, tight residues of paint or coating that may remain; if the surface is pitted, slight residues of rust or paint may be found in the bottom of pits; at least two-thirds of each square inch of surface area shall be free of all visible residues and the remainder shall be limited to the light discoloration, slight staining or light residues mentioned before.

Blasting shall be done with an abrasive of 16/35 mesh or finer. This abrasive shall be clean, dry and free of clay particles and other extraneous matter. Abrasives must be approved by Owner before blasting is begun. Blast nozzles shall be venturi-type nozzles with a minimum pressure at the nozzle of 90 psi.

Particle size of abrasives used in blast cleaning shall be that which will produce a 1.5 - 2.5 mil (37.5 microns - 65.0 microns) surface profile or in accordance with recommendations

of the manufacturer of the specified coating or paint system to be applied. If the profile of the blasted steel exceeds the profile specified above, the Company shall be required to do one or both of the following:

1. Reblast the surface using a finer aggregate in order to produce the required profile.
2. Apply a thicker prime coat, if possible given the limitations of the products being applied, in order to adequately cover the blast profile

Abrasive used in blast cleaning operations shall be new, washed, graded and free of contaminants that would interfere with adhesion of coating or paint and shall not be reused unless specifically approved in writing by the Owner.

During blast cleaning operations, caution shall be exercised to insure that existing coatings or paint are not exposed to abrasion from blast cleaning. The Company shall keep the area of his work and the surrounding environment in a clean condition. The Company shall not permit blasting materials to accumulate as to constitute a nuisance or hazard to the accomplishment of the work, the operation of the existing facilities or to the surrounding environment.

Blast cleaned surfaces shall be cleaned prior to application of specified coatings or paint. All surfaces shall be free of dust, dirt, and other residue resulting from the abrasive blasting operation. No coatings or paint shall be applied over damp or moist surfaces.

The compressed air used for blasting shall be free of water and oil. Adequate traps and separators shall be provided at the blast pot.

All welds shall be neutralized with a suitable chemical compatible with the specified coating or paint.

The latest revision of the following surface preparation specifications of the Steel Structures Painting Council (SSPC) shall form a part of this specification. The summaries listed below are for informational purposes; consult the actual SSPC specification for full detail.

1. Solvent Cleaning (SSPC-SP1): Removal of oil, grease, soil and other contaminants by use of solvents, emulsions, cleaning compounds, steam cleaning or similar materials and methods which involve a solvent or cleaning action.
2. Hand Tool Cleaning (SSPC-SP2): Removal of loose rust, loose mil scale and other detrimental foreign matter to a degree specified by hand chipping, scraping, sanding and wire-brushing.
3. Power Tool Cleaning (SSPC-SP3): Removal of loose rust, loose mil scale and other detrimental foreign matter by power wire-brushing, power impact tools or power sanders.



4. White Metal Blast Cleaning (SSPC-SP5/NACE No. 1): Air blast cleaning to a gray-white uniform metallic color until each element of surface area is free of all visible residues.
5. Commercial Blast Cleaning (SSPC-SP6 NACE No. 3): Air blast cleaning until at least two-thirds of each element of surface area is free of all visible residues.
6. Brush-Off Blast Cleaning (SSPC-SP7 NACE No. 4): Air blast cleaning to remove loose rust, loose mil scale and other detrimental foreign matter to a degree specified.
7. Near-White Metal Blast Cleaning (SSPC-SPI0 NACE No. 2): Air blast cleaning until at least 95% of each element of surface area is free of all visible residues.
8. Power Tool Cleaning to Bare Metal (SSPC-SP11): Differs from SSPC-SP3 in that it requires more thorough cleaning and a surface profile not less than 1 mil.

Slag, weld metal accumulation and spatters not removed by the Fabricator, Erector or Installer shall be removed by chipping and/or grinding. All sharp edges shall be peened, ground or otherwise blunted as required by the Owner. All grinding and finishing of welds, edges, etc. shall be performed prior to solvent cleaning and abrasive blasting. Welds shall be prepared as per NACE Standard RP0178 for all interior and exterior surfaces:

1. Butt Welds: Shall be ground smooth and free of all defects, designation "D".
2. Lap Welds: Shall be ground smooth and blended, designation "D".
3. Fillet Welded Tee Joint: Shall be ground smooth and blended, designation "D".

#### A.8. APPLICATION

Coating and paint application shall conform to the requirements of the Society for Protective Coatings Paint Application Specification SSPC-PA1, latest revision, for "Shop, Field and Maintenance Painting". Materials applied to the surface prior to the approval of the Owner shall be removed and re-applied to the satisfaction of the Owner at the expense of the Company. Company shall mix and thin materials according to manufacturer's latest printed instructions.

No coating or paint shall be applied when: 1) the surrounding air temperature or the temperature of the surface to be coated or painted is below the minimum surface temperature for the products specified herein, 2) rain, snow, fog or mist is present, 3) the surface temperature is less than 5°F above the dew point, 4) the air temperature is expected to drop below the minimum temperature for the products specified within six (6) hours after application of coating. Dewpoint shall be measured by use of an instrument such as a Sling Psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometric Tables. If any of the above conditions are prevalent, coating or painting shall be delayed or postponed until conditions are favorable. The

day's coating or painting shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions.

After completion of surface preparation as specified for the specific system, materials shall be applied as noted in these specifications unless otherwise directed by the Owner. Paint application shall be done in accordance with Paint Manufacturer's recommendations and will be subject to inspection of Owner's representative at all times.

Thinning shall be permitted only as recommended by the manufacturer and approved by the Owner.

Application of the first coat shall follow immediately after surface preparation and cleaning and stripe coat, if applicable, before rust bloom occurs or the same day, whichever is less. Any cleaned areas not receiving first coat within this period shall be re-cleaned prior to application of first coat. Use of dehumidification equipment shall be first reviewed by the Owner and coatings manufacturer prior to deviating from this provision.

Each application of coating or paint shall be applied evenly, free of brush marks, sags, runs, with no evidence of poor workmanship. Care shall be exercised to avoid lapping on glass or hardware. Coatings and paints shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes.

Protective coverings or drop cloths shall be used to protect floors, fixtures and equipment. Care shall be exercised to prevent coatings or paints from being spattered onto surfaces which are not to be coated or painted. Report to the Owner surfaces from which materials cannot be satisfactorily removed.

When two coats of coating or paint are specified, where possible, the first coat shall contain sufficient approved color additive to act as an indicator of coverage or the two coats must be of contrasting color.

Film thickness per coat as specified in these specifications, are the minimum required. If roller application is deemed necessary, the Company shall apply additional coats as to achieve the specified thickness.

Care shall be taken so as to eliminate overspray and dry spray on the tank interior. Where such conditions are encountered, the surface shall be cleaned of all over spray and dry spray prior to the application of the succeeding coat.

All spray equipment shall be inspected and approved by Owner's representative before any application is begun. Airless spray is preferred however, conventional spray is acceptable. Spray guns must be held perpendicular to the surface being painted, and handled and adjusted in such a manner that dry overspray is kept to a minimum. If conventional spray is used, a moisture trap shall be placed in line from air supply to pressure pot and spray gun. This trap shall be opened slightly to provide a continuous bleed. Regulators and gauges shall be provided for air to both pressure pot and spray gun.

All abrasive and dust from blasting operations shall be removed from surfaces before paint application is begun. Dust, dirt, oil, grease or any foreign matter that will affect the adhesion or durability of the coating or paint must be removed by washing with clean rags dipped in an approved cleaning solvent and wiped dry with clean rags.

Blasted surfaces shall be coated with one coat of primer during the same day that blasting was done and before surface has turned. Primers shall be compatible with finish coat systems. Primer shall not be applied closer than 6" to a non-blasted area. Full prime coat may be applied directly over stripe coat while stripe coat is wet.

Areas rendered inaccessible after tank erection such as the spaces between roof plates and rafters shall receive the full coating system prior to erection and/or assembly of new items. For existing rafter tops which are not accessible for surface preparation and coating work, the roof shall be jacked off the rafters to facilitate blasting and coating the tops of the rafters and the underside of the roof plate. Wedges used to hold the roof plate off the rafters shall be moved as required so that all areas between the rafters and roof plate shall be blasted and coated in accordance with this specification.

The sequence to be followed in painting shall be such that a minimum of damage to finished coatings will result.

Sufficient blowers and fans shall be installed to provide adequate ventilation in the tank during painting of the tank interior.

Paint manufacturer or Owner's representative will be consulted concerning points not covered herein.

#### A.9. THICKNESS AND HOLIDAY CHECKING

Thickness of coatings and paint shall be measured checked according to the procedures outlined in SSPC-PA 2 "Measurement of Dry Film Thickness with Magnetic Gages", May 2012 Edition. Dry film thickness shall be a Level 2 as defined in Paragraph 9.2, excepting that no single gage reading shall be less than 80% of the specified dry film thickness. Areas that fail to meet these criteria shall be corrected at no expense to the Owner. Use of an instrument such as a Tooke Gauge, precision groove grinder, etc. is permitted if a destructive test is deemed necessary by the Owner and the total DFT is less than 50 mils.

The integrity of interior coated surfaces shall be tested for holidays in accordance with NACE Standard SP0188. For dry films less than 20 mils, a non-destructive holiday detector shall not exceed 67.5 volts, nor shall destructive holiday detector exceed the voltage recommended by the manufacturer of the coating system. A solution of 1 ounce non-sudsing type wetting agent, such as Kodak Photo-Flo, and 1 gallon of tap water shall be used to perform the holiday testing. For coating thickness at 20 mils and greater, a high voltage Tinker & Rasor AP/W holiday tester shall be used. Contact coating manufacturer for voltage recommendations and curing parameters.

The Company shall furnish, until final acceptance of coating and painting is accepted, inspection devices in good working condition for detection of holidays and measurement of dry film thickness of coating and paint. The Company shall also furnish U.S. Department of

Commerce, National Bureau of Standards certified thickness calibration plates and/or plastic shims, depending upon the thickness gauge used, to test the accuracy of dry film thickness gauges and certified instrumentation to test the accuracy of holiday detectors. Dry film gauges and holiday detectors shall be made available for the Owner's use at all times until final acceptance of application. Holiday detection devices shall be operated in the presence of the Owner or City Inspector, unless otherwise noted.

A.10. PAINT SYSTEM

A.10.1. TANK EXTERIOR COATING

Weld Preparation: Weld flux and spatter shall be removed by power tool cleaning. Sharp projections shall be ground to a smooth contour. All welds shall be ground to a smooth contour as per NACE Standard SP0178, Designation D.

Surface Preparation: SSPC-SP6/NACE 3 Commercial Blast Cleaning. An angular profile of 1.5 to 2.5 mils as per ASTM D 4417, Method C or NACE Standard RP0287 is required.

For the Ireland and Kingsbury elevated tanks, SSPC-SP12 2.1.2 Water Cleaning (WC) will be used to remove dirt, mildew, etc. from exterior surfaces. Any surfaces exhibiting flaking, peeling, and/or corrosion of the exterior surfaces will be prepared per SSPC-SP 2/3 hand-power tool methods.

Coating System for The Water Plant 2MMG and 3MMG Ground Storage Tanks:

**1st Coat:** Tnemec Series 90G-1K97 Tnemec-Zinc applied at 2.5 to 3.5 dry mils. Thin only with approved thinner, Tnemec 41-2 or 41-3 Thinner.

**2nd Coat:** Tnemec Series 66HS Hi-Build Epoxoline applied at 4.0 to 6.0 dry mils. (Two coats may be required if applied by roller.)

**3rd Coat:** Tnemec Series 740UVX Endura-Shield applied at 3.0 to 5.0 dry mils. Thin only with approved thinner, Tnemec 41-42 Thinner for spray or 41-39 Thinner for brush and roller. (Two coats may be required if applied by roller.)

**Total dry film thickness shall be a minimum of 11.0 mils.**

Coating System for The 200MG Ireland and 500MG Kingsbury Elevated Storage Tanks:



**Spot Coat:** Tnemec Series 135 Chembuild Epoxy applied at 4.0 to 6.0 dry mils. Thin only with approved thinner, No. 18 or No. 62 thinner per Tnemec's specifications for brush or roller application.

**2nd Coat:** Tnemec Series 740UVX Endura-Shield applied at 3.0 to 5.0 dry mils. Thin only with approved thinner, Tnemec 41-42 Thinner for spray or 41-39 Thinner for brush and roller. (Two coats may be required if applied by roller.)

**Graphics:** Tnemec Series 740UVX Endura-Shield applied at 5.0 dry mils. Thin only with approved thinner, Tnemec 41-42 Thinner for spray or 41-39 Thinner for brush and roller.

#### TP.10.2 TANK INTERIOR COATING

**Weld Preparation:** Weld flux and spatter shall be removed by power tool cleaning. Sharp projections shall be ground to a smooth contour. All welds shall be ground to a smooth contour as per NACE Standard SP0178, Designation D.

**Surface Preparation:** SSPC-SP10/NACE 2 Near-White Metal Blast Cleaning. An angular profile of 2.0 to 2.5 mils as per ASTM D 4417, Method C or NACE Standard RP0287 is required.

##### **Coating System:**

**1st Coat:** Tnemec Series 94-H2O Hydro-Zinc applied at 2.5 to 3.5 dry mils. Thin only with approved thinner, Tnemec 41-3 or 41-49 Thinner.

**Stripe Coat:** Tnemec Series 20HS-15BL Pota-Pox applied by brush to all weld seams, edges, corners, bolts, nuts and other difficult to coat areas. Thin only with approved thinner, Tnemec 41-4 Thinner.

**2nd Coat:** Tnemec Series 22 Epoxoline applied at 20.0 to 25.0 dry mils. Thin only with approved thinner, Tnemec 41-4 Thinner.

**Total dry film thickness shall be a minimum of 23.0 mils.**

Series 44-710 Accelerator must be used with Series 94 if the surface temperature is 35°F to 60°F and 20% to 40% relative humidity.

#### A.10.3. PIPING AND OTHER COMPONENTS

**Surface Preparation:** All surfaces shall be dry, clean and free of all contaminants. Clean all surfaces as per SSPC-SP2 or SP3

Hand or Power Tool Cleaning. Prepare damaged areas as per SSPC-SP11 Power Tool Cleaning to Bare Metal. Apply a test patch to ensure compatibility.

**Coating System:**

**1st Coat:** Tnemec Series 66HS Hi-Build Epoxoline applied at 4.0 to 6.0 dry mils. (Two coats may be required if applied by roller.)

**2nd Coat:** Tnemec Series 66HS Hi-Build Epoxoline applied at 4.0 to 6.0 dry mils. (Two coats may be required if applied by roller.)

**3rd Coat:** Tnemec Series 740UVX Endura-Shield applied at 3.0 to 5.0 dry mils. Thin only with approved thinner, Tnemec 41-42 Thinner for spray or 41-39 Thinner for brush and roller. (Two coats may be required if applied by roller.)

**Total dry film thickness shall be a minimum of 11.0 mils.**

**A.10.4. TANK GRAPHIC STENCIL**

Graphics shall be installed using a stencil provided by Tank Logos, 615-656-1674, or other Owner approved vendor. It is the responsibility of the Company to ensure the stencil matches the scale drawing provided by the Owner.

**A.11. MISCELLANEOUS**

All materials shall be lead-free as defined by the Consumer Product Safety Act, Part 1303. All zinc dust pigment contained in any zinc-rich material shall meet the requirements of ASTM D 520 Type III with regard to zinc content and purity.

All materials for the interior wetted portion of the tank shall meet the requirements of ANSI/NSF Standard 61 for potable water contact.

All catalyzed polyurethane products shall meet the minimum requirements of SSPC Paint Specification Number 36, Level 3 Performance Level.

After the final finish coat has been applied, the tank shall have a uniform appearance, without shadows, regardless of total dry film thickness obtained.

The finish coating on all surfaces shall be completely without defects permitting moisture penetration when tested according to the low voltage wet-sponge method. Deficiencies in the continuity of the coating shall be corrected by applying additional finish coats, at the expense of the Company.

**A.12. WARNING**

The Company is responsible for any and all claims for paint damage during the progress of the painting and is especially forewarned of this responsibility so the company may exert all possible precaution and care for protection of property.

The Company shall observe all the applicable parts of the Williams-Steiger Occupational Safety and Health Act and its subsequent amendments and revisions while coating the tank.

#### A.13. INSPECTION

Owner inspection (periodic) services for this project may be performed by an owner's representative. It is the Company's responsibility to contact the Owner's designated representative a minimum of forty-eight (48) hours before the inspection service is required. The specific inspection services performed will be determined in a pre-renovation / repair meeting.

The Owner will pay for the initial inspection visit for each particular phase of inspection. If for any phase the inspector must return to the site because the Company was not ready for the inspector, the quality of work was not adequate (as determined by the inspector) or for any other reason the Company causes additional site visits by the inspector (as determined by the inspector), all costs required by the inspector for those subsequent trips will be paid for by the Company, by a credit issued towards the next payment schedule.

A. The Company's Inspector shall perform quality control tests and observations of the work as it progresses.

B. Verification tests and observations shall be conducted by the Owner's Representative. Final tests and observations shall be performed in the presence of the Owner or their Representative and the Company's Superintendent. All materials and equipment used in the accomplishment of testing and observations are subject to observation at any time by the Owner and/or Owner's Inspector. Periodic testing and observation times will be agreed upon by the Owner's Inspector and Company, and approved by the Owner.

C. All steps of the coating system will be subject to testing and observation prior to progression to succeeding steps. Phases of testing and observation shall include, but not be limited to:

1. Company's shroud system.
2. Pre-cleaning (before surface preparation) survey of surfaces to be coated.
3. During surface preparation and prior to coating application.
4. During and immediately after each coating application.
5. Final coating observation.
6. Pre-disinfection.

D. The Company shall not move or remove scaffolding, ladders or other fixtures necessary to provide proper testing and observation until such work has been tested and observed, and approved by the Owner's Inspector and/or the Owner's Representative.

E. Any work found to be deficient, damaged, or otherwise unacceptable shall be repaired in accordance with the Coating Manufacturer's latest written repair recommendations at no additional cost to the Owner.

F. Owner and Owner's Inspector will make every attempt to minimize damage to newly coated areas during testing and observation activities, but any damage caused, regardless of by whom, shall be repaired by the Company at no additional cost to the Owner.

G. Acceptance of Company's work by Owner, Owner's Inspector or their Representatives in no way releases Company from any of the terms and conditions of the Contract Agreement.

H. No pinholes, holidays, or other irregularities will be permitted in the final coating.

I. On days when blasting and/or coating is being performed, the Company shall monitor and record ambient climatic conditions, and interior reservoir conditions as follows:

1. Air temperature, steel surface temperature, humidity and dew point shall be measured and recorded by the Company prior to beginning of blasting and prior to application of coating, daily. Surface temperature shall be measured using Owner approved thermometers. Temperature of both the sunny side and shady side of the reservoir shall be recorded periodically each day. The reservoir surface temperatures, relative humidity, dry bulb, wet bulb and dew point temperatures, both interior and exterior (as appropriate), are to be recorded at least every three(3) hours. The dew point shall be measured by use of a sling psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometric Tables. The Company shall use a form approved by the Owner for recording this data. The completed forms shall be kept on the job site at all times from the time abrasive blasting begins to the time coating is first applied and until the coating system is complete.

#### A.14. REPAIR OF DEFECTS

All defects in the coating discovered by the Owner, Owner's Inspector or their Representatives, or Company requiring repair shall be repaired in accordance with the Coating Manufacturer's written recommended methods.

All repaired finish coats will be observed visually and shall be free of all sags, runs, bubbles, drips, waves, laps, unnecessary brush marks, over spray, environmental contaminants or other physical defects and shall be uniform in color, gloss and texture. Any of the aforementioned defects pre-existing on the 200,000 Gallon Ireland Tank and the 500,000 Gallon Kingsbury tank will not be corrected by the Company.



Final inspection shall take place after all coatings are applied, but prior to placing the tank in service. Company will insure that sufficient rigging is in place so that the Inspector shall be able to conduct the required inspections.

Testing methods for holidays and dry film thickness are explained above. The Company shall furnish and have on site one Holiday Detector and one Mikrotest Gauge to use on this project.

The paint applicator shall correct such work as is found defective under the specifications.

#### A.15. BOND - COATING SYSTEM

Warranty inspection shall be conducted during the eleventh month following acceptance of all coating and painting work. All defective work shall be repaired in accordance with this specification and to the satisfaction of the Owner and/or Owner.

The Company shall guarantee the coating system and the work which he does against defective workmanship and materials for a period of one (1) year from the date of final acceptance of the work.

Where defective workmanship and/or materials are discovered requiring repairs to be made under this guaranty, all such repair work shall be done by the Company at his own expense within five (5) days after written notice of such defect has been given to him by the Owner. Should the Company fail to repair or correct such defective workmanship and/or materials within five (5) days after being notified, the Owner may make the necessary repairs and charge the Company with the actual cost of all labor and materials required.

The Company shall arrange to have his faithful performance bond run for a period of one (1) year after the date of acceptance by the Owner to cover his guaranty on the coating systems as set forth above. Performance Bonding costs will be included in the contract for each coating project. Inspections and cleanings will not be bonded.

#### A.16. DISINFECTION

After completion, Company shall carefully remove all dirt and debris, wash down all interior surfaces including roof and floor, and exhaust wash water from the reservoir. After the cleaning operation, Company shall disinfect the tank in accordance with the requirements of AWWA C-652 Method #2 or Method #3. Samples of water in reservoir shall be collected at two-day intervals, two consecutive times and submitted to State Health Department or other NELAC certified laboratory for bacteriological analysis by the Company. Disinfection procedure shall be repeated by the Company until test results of two such consecutive samples show that no coliform bacteria are present.

If re-entry of the reservoir after disinfection is necessary by Company for any reason, Company shall re-disinfect / sample reservoir until two consecutive samples show no coliform bacteria are present and protect it from contamination until final acceptance.

All costs associated with the disinfection, sampling, and analysis will be the responsibility of the Company.

A.17. SOLVENT VAPOR REMOVAL

Adequate ventilation which will effectively remove solvents shall be provided for proper drying of paints on interior tank surfaces. A minimum of seven days following the application of the final coat on the interior surfaces shall be allowed before the tank is disinfected or filled with water.

All solvent vapors shall be completely removed by suction-type exhaust fans and blowers before placing tank in operating service.

All solvent vapors will be exhausted both during and after coating application as per AWWA D 102 to allow the proper curing of the coating material.

Ventilation shall be continued until such time as the coating has reached "full cure" as specified by the coating manufacturer.

A.18. COLORS

Colors shall be as selected by the Owner prior to application. Manufacturer's color charts shall be submitted to the Owner at least 30 days prior to coating and/or paint application. Company shall coordinate work so as to allow sufficient time (normally seven to ten days) for paint to be delivered to the job site.

A.19. SAFETY AND HEALTH REQUIREMENTS

In accordance with requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals, the Company shall provide and require use of personal protective lifesaving equipment for persons working on or about the project site. The Company's work forces should comply with the provisions outlined in SSPC-PA-3 "A Guide to Safety in Paint Application".

Head and Face Protection and Respiratory Devices: Equipment shall include protective helmets which shall be worn by all persons while in the vicinity of the work. In addition, workers engaged in or near the work during sandblasting shall wear eye and face protection devices and air purifying half-mask or mouthpiece respirators with appropriate filters. Barrier creams shall be used on any exposed areas of skin.

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

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

Illumination: Adequate illumination shall be provided while work is in progress, including explosion-proof lights and electrical equipment. Whenever required by the Owner, the Company shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination for inspection purposes shall be determined by the Owner.

Temporary Ladders and Scaffolding: All temporary ladders and scaffolding shall conform to applicable safety requirements. They shall be erected where requested by the Owner to facilitate inspection and be moved by the Company to locations requested by the Owner.

A.20. PRODUCT DELIVERY, STORAGE & HANDLING

All materials shall be brought to the jobsite in original sealed containers. They shall not be used until the Owner has inspected the contents and obtained data from information on containers or label. Materials exceeding storage life recommended by the manufacturer shall be rejected.

All coatings and paints shall be stored in enclosed structures to protect them from weather and excessive heat or cold. Flammable coatings and paints must be stored to conform to City, County, State and Federal safety codes for flammable coating or paint materials. At all times coatings and paints shall be protected from freezing.

Do not use materials beyond manufacturer's recommended shelf life. Do not use mixed materials beyond manufacturer's recommended pot life.

A.21. COMPANY RESPONSIBILITIES

The Company is required to submit the following:

1. Company qualifications certifying experience and references for the work contemplated.
2. Safety Program meeting the guidelines set forth in this specification, in writing and a schedule of regularly scheduled safety orientation meetings.
3. Detailed work schedule.
4. Quality Control program.
5. Methodology for compliance with full containment of spent abrasive and proper disposal.

A.22. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

This operation is temporary and does not require permitting to perform the work. However, the operation must abide by the Texas Commission of Environmental Quality's (TCEQ's) "nuisance" regulation (30 TAC Chapter 101) which states in part that any work performed shall not create a nuisance to residences and/or commercial buildings. Additionally,

the operation must abide by TCEQ's control and notification requirements for abrasive blasting of water storage tanks (30 TAC Chapter 111).

Although not mandated by TCEQ in this instance, the **Company** shall nonetheless complete and forward a copy of Form PI-7, "Registration for a Permit by Rule," to TCEQ. This form must be sent by registered mail at least one (1) week prior to the commencement of work on this project. A copy of the return receipt shall be delivered to the City.

A.23. AIR MONITORING

**Ambient Air Quality for Visible Emissions:** Visible emissions shall be used as criteria for project shut down until corrections to the containment are made. Visible emissions shall be determined in accordance with 40 CFR 60 Appendix A (Method 22).

If required by the TCEQ, the Company shall provide additional monitoring as follows:

1. **Ambient Air Quality for Lead:** Off-property emissions in excess of  $1.5 \text{ g/m}^3$  over a 3-month period shall be cause for shut down of the project until corrections to the containment are made to comply with this level. Monitoring for this level shall be accomplished using high volume air samplers.
2. **Ambient Air Quality for Particulate Matter:** Off-property emissions in excess of  $150 \text{ g/m}^3$  over a 24-hour period shall be cause for shut down of the project until corrections to the containment are made to comply with this level. Monitoring for this level shall be accomplished using high volume air samplers.

A.24. CLEAN UP

Upon completion of the work, all staging, scaffolding and containers shall be removed from the site or destroyed in a manner approved by the Owner. Coating or paint spots or oil stains upon adjacent surfaces shall be removed and the jobsite cleaned. All damage to surfaces resulting from the work of this section shall be cleaned, repaired or refinished to the satisfaction of the Owner at no cost to the Owner. All damage to landscaping including turf grass shall be remediated with like material approved by the Owner to its original condition. Any landscape replaced or replanted including turf grass shall be irrigated by the Company for a minimum of 60 days at a frequency sufficient to establish new landscaping. The Owner shall provide water while the Company will provide material / equipment necessary for irrigation including staff to operate irrigation equipment.

A.25. ACCEPTABLE MANUFACTURER

The paint manufacturer shall be Tnemec Co., Inc., N. Kansas City, MO and represented by The Barry Group, LLC, (512) 964-8550.

All materials shall be brought to the jobsite in original, sealed containers. They shall not be used until the Owner has inspected contents and obtained data from information on containers or labels. Materials exceeding storage life recommended by the manufacturer shall be rejected.

All coatings and paints shall be stored in enclosed structures to protect them from weather and excessive heat or cold. Flammable coatings or paint must be stored to conform to City, County, State and Federal safety codes for flammable coating or paint materials. At all times coatings and paints shall be protected from freezing.

A.26. CONTAINMENT

The Company shall contain blast residue and paint that falls to the ground.

The Company shall shroud the entire tank during all blasting and painting work on the tank exterior, as described in this section.

**Containment System:** The Company shall design a containment system for the work area. The containment shall control environmental emissions and control the working environment within containment so all Federal, State and local regulations have been observed and that the method(s) of removal complies with the governing specifications. Nevertheless, in the instance of conflict between any Federal, State or local regulations and the governing specifications, the Federal, State or local regulations shall supersede any requirements contained herein.

The Company shall thoroughly examine the structure to be prepared to verify its ability to support a containment system including the wind loads that can be imparted by such a system.

The Company shall submit a sample and/or samples of wind screening material supported by technical data sheets for the proposed containment system, the technical data sheet to include:

1. Wind Resistance
2. Opacity
3. Burst Strength
4. Material Composition
5. Color
6. Fire Rating
7. Thread Count
8. Ultra-Violet Stabilized

The wind containment must comply with the principles of security, which are:

1. Appropriate protection of the environment from abrasive blasting and painting debris.
2. Pin-hole ventilation (% for retention), allowing for cross-flow of air movement.
3. Edgings as well as every internal seam are sewn.



4. Alternate internal seams are reversed for additional strength.
5. Grommets are spaced along all edges and seams for the wind load to be supported by the screens.
6. Permeable to natural lighting, unless alternate lighting is to be provided (show that lighting is explosion-proof).
7. A minimum of 6" tarp overlap will be required as to provide for a maximum possible containment of spent debris.

The wind screen containment system shall be maintained free of defects through the course of the project. Work shall be stopped until all defects are repaired.

Blasting inside a tank, tank column, or modular containment is considered working within a closed environment. OSHA, therefore, requires a clean, uncontaminated air source outside the enclosure with an appropriate backup such as another source of clean, uncontaminated air to be activated by merely switching a valve contained on the worker's body; air bottles strapped onto the worker; Scott Air Packs attached to the worker's body; or other OSHA approved and accepted air sources.

The Company shall employ negative air pressure inside the structure with the air vented to the outside, filtered and dewatered and returned to the enclosed space at least as clean as native air.

**Schedule B - Cost of Work**  
Includes bonding

| Tank                                      | 2021                                      | 2022              | 2023              | 2024              | 2025              | 2026                             | 2027                                                     | 2028              | 2029              | 2030              |
|-------------------------------------------|-------------------------------------------|-------------------|-------------------|-------------------|-------------------|----------------------------------|----------------------------------------------------------|-------------------|-------------------|-------------------|
| Vetter North 70MG Elevated                | Cleanout                                  | Visual Inspection | Visual Inspection | Chemical Clean    | Visual Inspection | Visual Inspection                | Cleanout                                                 | Visual Inspection | Visual Inspection | Cleanout          |
| MI Price                                  | \$1,750                                   | \$1,000           | \$1,000           | \$4,500           | \$1,000           | \$1,000                          | \$1,750                                                  | \$1,000           | \$1,000           | \$1,750           |
| Vetter Mid 70MG Elevated                  | Visual Inspection                         | Cleanout          | Visual Inspection | Visual Inspection | Chemical Clean    | Visual Inspection                | Visual Inspection                                        | Cleanout          | Visual Inspection | Visual Inspection |
| MI Price                                  | \$1,000                                   | \$1,750           | \$1,000           | \$1,000           | \$4,500           | \$1,000                          | \$1,000                                                  | \$1,750           | \$1,000           | \$1,000           |
| Vetter South 70MG Elevated                | Visual Inspection                         | Visual Inspection | Cleanout          | Visual Inspection | Visual Inspection | Chemical Clean                   | Visual Inspection                                        | Visual Inspection | Cleanout          | Visual Inspection |
| MI Price                                  | \$1,000                                   | \$1,000           | \$1,750           | \$1,000           | \$1,000           | \$4,500                          | \$1,000                                                  | \$1,000           | \$1,750           | \$1,000           |
| HWY 123 Bypass 1MMG Composite Hydropillar | Visual Inspection                         | Chemical Clean    | Visual Inspection | Visual Inspection | Cleanout          | Visual Inspection                | Visual Inspection                                        | Cleanout          | Visual Inspection | Visual Inspection |
| MI Price                                  | \$1,000                                   | \$9,950           | \$1,000           | \$1,000           | \$3,300           | \$1,000                          | \$1,000                                                  | \$3,300           | \$1,000           | \$1,000           |
| Lucille St. 1MMG Composite Hydropillar    | Chemical Clean                            | Visual Inspection | Visual Inspection | Cleanout          | Visual Inspection | Visual Inspection                | Cleanout                                                 | Visual Inspection | Visual Inspection | Cleanout          |
| MI Price                                  | \$9,950                                   | \$1,000           | \$1,000           | \$3,300           | \$1,000           | \$1,000                          | \$3,300                                                  | \$1,000           | \$1,000           | \$3,300           |
| Ireland 200MG Elevated                    | Chemical Clean Ex PW - spot and Repair    | Visual Inspection | Cleanout          | Visual Inspection | Visual Inspection | Interior and Exterior Renovation | Visual Inspection                                        | Cleanout          | Visual Inspection | Visual Inspection |
| MI Price                                  | \$48,100                                  | \$1,000           | \$2,250           | \$1,000           | \$1,000           | \$199,595                        | \$1,000                                                  | \$2,250           | \$1,000           | \$1,000           |
| Kingsbury 500MG Elevated                  | Chemical Clean Ex PW - spot and Repair    | Visual Inspection | Visual Inspection | Cleanout          | Visual Inspection | Visual Inspection                | Interior and Exterior Renovation + Dry Interior Touch up | Visual Inspection | Visual Inspection | Cleanout          |
| MI Price                                  | \$42,000                                  | \$1,000           | \$1,000           | \$2,550           | \$1,000           | \$1,000                          | \$268,043                                                | \$1,000           | \$1,000           | \$2,550           |
| Water Plant 2MMG GST                      | Interior + Exterior Renovation and Repair | Visual Inspection | Visual Inspection | Cleanout          | Visual Inspection | Visual Inspection                | Chemical Clean                                           | Visual Inspection | Visual Inspection | Cleanout          |
| MI Price                                  | \$712,377                                 | \$1,000           | \$1,000           | \$5,600           | \$1,000           | \$1,000                          | \$14,000                                                 | \$1,000           | \$1,000           | \$5,600           |
| Water Plant 1MMG GST                      | Interior + Exterior Renovation and Repair | Visual Inspection | Visual Inspection | Visual Inspection | Cleanout          | Visual Inspection                | Visual Inspection                                        | Chemical Clean    | Visual Inspection | Visual Inspection |
| MI Price                                  | \$1,038,730                               | \$1,000           | \$1,000           | \$1,000           | \$7,500           | \$1,000                          | \$1,000                                                  | \$18,000          | \$1,000           | \$1,000           |
| <b>Totally Total</b>                      | <b>\$1,335,907</b>                        | <b>\$18,700</b>   | <b>\$11,000</b>   | <b>\$20,950</b>   | <b>\$21,700</b>   | <b>\$211,095</b>                 | <b>\$292,093</b>                                         | <b>\$30,300</b>   | <b>\$9,750</b>    | <b>\$18,200</b>   |

**LOGO AND ARTWORK ATTACHMENT:**

Per Schedule A, the City may opt to replace the logos on the 200,000 gallon Ireland elevated storage tank, the 500,000 gallon Kingsbury elevated storage tank, and the 3 million gallon ground storage tank located at the Seguin Water Plant.

The logo artwork is as follows:



**It's real.**

## EXHIBIT E

### INSURANCE

**SECTION A.** Prior to the approval of this contract by the City, CONTRACTOR shall furnish a completed Insurance Certificate to the Purchasing office. The certificate shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE IS RECEIVED BY THE CITY OF SEGUIN'S PURCHASING DEPARTMENT, and no officer or employee of the City shall have authority to waive this requirement.

### INSURANCE COVERAGE REQUIRED

**SECTION B.** CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by CITY, based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

**SECTION C.** Subject to CONTRACTOR'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amount(s):

|    | <u>Type of Coverage</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <u>Limits of Liability</u> |                       |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------|
| 1. | <b>Workers' Compensation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Statutory                  |                       |
| 2. | <b>Employer's Liability</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$100,000                  | \$300,000             |
| 3. | <b>Commercial General (public) Liability</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            |                       |
| a. | Bodily Injury (ea. oc.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$1,000,000                | \$3,000,000           |
| b. | Property Damage (Incl. Contractual Coverage of the Contractor's Indemnity under Section D hereof)                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$100,000 (ea. oc.)        | \$300,000 (aggreg.)   |
| 4. | <b>Comprehensive Automobile Liability</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            |                       |
| a. | Bodily Injury                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$300,000 (ea. pers.)      | \$1,000,000 (ea. oc.) |
| b. | Property Damage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$300,000 (ea. oc.)        |                       |
| 5. | <b>Additional Insured Endorsement to the General Liability policy</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |                       |
|    | The CONTRACTOR shall list the CITY as an additional insured on the CONTRACTOR'S general liability policy. Such additional insured endorsements shall apply to both on-going operations and completed operations. Such additional insured endorsements shall be on forms CG 2010 0413 and CG 2037 0413 or their equivalents.                                                                                                                                                                                                                                                 |                            |                       |
| 6. | <b>Builder's Risk Insurance:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                            |                       |
|    | The Contractor shall obtain at his expense Builder's Risk Insurance against the perils of fire, lightning, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism and malicious mischief in the amount of insurance equal at all times to the insurable value of materials delivered and labor performed. The policy issued in the name of the Contractor shall also name his Subcontractors and the Owner as additional insured, as their respective interests may appear. The policy shall have endorsements as follows: |                            |                       |

"This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises."

All costs for the above specified insurance shall be borne by the Contractor. Insurance Requirement Affidavit shall be submitted with bid.

The Contractor shall require all subcontractors engaged to do work in connection with this contract to carry Public Liability and Property Damage Insurance in amounts not less than specified above.

#### **ADDITIONAL POLICY ENDORSEMENTS**

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

#### **REQUIRED PROVISIONS**

CONTRACTOR agrees with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name, the CITY OF SEGUIN and its officers, employees, and elected representatives as additional insured(s), (as the interest of each insured may appear) to all applicable coverage.
- b. Provide for 30 days' notice to City for cancellation, non-renewal, or material change.
- c. Provide for notice to City at the address shown below by registered mail.
- d. CONTRACTOR agrees to waive subrogation against the City of Seguin, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five years which shall begin at the end of the warranty period.

#### **NOTICES**

CONTRACTOR shall notify CITY in the event of any change in coverage and shall give such notices not less than fifteen (15) days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to CITY at the following address:

Purchasing Department  
City of Seguin  
P.O. Box 591  
Seguin, TX 78156

**SECTION D. INDEMNIFICATION.** The CONTRACTOR agrees to indemnify and save harmless the CITY OF SEGUIN from any and all claims, causes of action, and damages of every kind, for injury to or death of any person and damages to property arising out of the construction of said improvements or the operations embraced by this contract, and including acts or omissions of the CITY OF SEGUIN in connection with said construction.

**SECTION E.** Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate CONTRACTOR from liability.



**WORKERS COMPENSATION INSURANCE**  
**for**  
**Building or Construction Projects and Services Provided at City-Owned Facilities**

**TEXAS WORKERS' COMPENSATION COMMISSION RULE 28, §110.110**

\*\*\*\*\*

As required by the Texas Workers' Compensation Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

**Workers' Compensation Insurance Coverage**

**A. Definitions:**

1. Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
2. Duration of the project-includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City of Seguin.
3. Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the City of Seguin prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Seguin showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Seguin:

1. A certificate of coverage, prior to that person beginning work on the project, so the City of Seguin will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

G. The Contractor shall notify the City of Seguin in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  2. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  3. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  4. Obtain from each other person with whom it contracts, and provide to the Contractor:
    - a. A certificate of coverage, prior to the other person beginning work on the project; and
    - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
  6. Notify the City of Seguin in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City of Seguin that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City of Seguin to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City of Seguin.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
2. Remodeling, extending, repairing, or demolishing a structure; or
3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

**CITY OF SEGUIN  
INSURANCE REQUIREMENT AFFIDAVIT**

**To be Completed By Appropriate Insurance Agent  
and submitted with bid proposal.**

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Seguin, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

\_\_\_\_\_  
Agent (Signature)

\_\_\_\_\_  
Agent (Print)

Name of Agency/Broker: \_\_\_\_\_

Address of Agent/Broker: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Agent/Broker Telephone #: (     ) \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_  
(Print or Type)

**NOTE TO AGENT/BROKER**

If this time requirement is not met, the City has the right to invalidate the bid award and award the contract to the next lowest bidder meeting specifications. Should an awarded bid be invalidated the Contractor may be liable for breach of contract. If you have any questions concerning these requirements, please contact the Purchasing Manager for the City of Seguin at (830) 401-2451.

## EXHIBIT A

### The Interlocal Purchasing System

Purchasing Made Personal



Printed 4 May 2020

www.maguireiron.com

### Maguire Iron Company Inc

EMAIL PO & VENDOR QUOTE TO: TIPSP0@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS  
CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

#### PAYMENT TO

ADDRESS 1610 N. Minnesota Ave  
CITY Sioux Falls  
STATE SD  
ZIP 57104

#### TIPS CONTACT

NAME Meredith Barton  
PHONE (866) 839-8477  
FAX (866) 839-8472  
EMAIL tips@tips-usa.com  
HUB ☐ No

DISADVANTAGED/MINORITY/WOMAN BUSINESS

No

#### SERVING STATES

AL | AR | CO | ID | IL | IN | IA | KS | KY | LA | MI | MN | MS | MO | MT | NE | NC | ND | OH | OK | SC | SD | TN | TX  
| WI | WY

# EXHIBIT A

## Overview

Maguire Iron is a family-owned and operated company based in Sioux Falls, South Dakota that has been in the water storage tank industry since 1915. We offer a full spectrum of water storage tank services including new and pre-owned tanks, relocation of existing tanks, repairs and replacement parts, lead abatement services, exterior painting, interior linings (both conventional epoxy and 100% solids), service agreements, full-service maintenance programs, year around emergency services, and tank inspections by NACE certified inspectors. We also operate a 60,000-square foot facility that includes an ASME Certified fabrication shop. Our range of operational capability consists primarily of 23 states from the Rocky Mountains to Ohio, and North Dakota to the Gulf Coast, with occasional work in outlying states.

### AWARDED CONTRACTS    ["View EDGAR Doc" on Website](#)

| Contract | Commodity                         | Exp Date   | EDGAR                        |
|----------|-----------------------------------|------------|------------------------------|
| 200201   | Trades, Labor and Materials (JOC) | 04/30/2022 | See EDGAR Certification Doc. |

## CONTACTS BY CONTRACTS

|               |                   |                |                        |
|---------------|-------------------|----------------|------------------------|
| 200201        |                   |                |                        |
| Jamie Mays    | Director of Sales | (605) 334-9749 | maysj@maguireiron.com  |
| Michael Bruck | Field Sales       | (605) 334-9749 | bruckm@maguireiron.com |