

NOTICE TO BIDDERS

Bids will be received electronically and shall be submitted by email to Ginger Tolbert at Kasberg, Patrick & Associates LP (gtolbert@kpaengineers.com) until 2:00 pm on July 27, 2023 for the rehabilitation of the 750,000 Gallon Galvanized Ground Storage Tank in the City of Bellmead, Texas.

Bids must be submitted on the Bid Form provided. The bids will be opened virtually at 2:00pm on July 27, 2023. A Microsoft Teams Meeting invitation for the bid opening will be sent to bidders via email. City of Bellmead reserves the right to accept or reject any and all bids, as the best interest of the City may require, and to waive any informality in bids received.

Plans, specifications and bidding documents will be provided electronically via email. A Virtual Non-Mandatory Pre-Bid Conference will be held at 3:00 pm on July 13, 2023. A Microsoft Teams Meeting invitation for the Pre-Bid Conference will be sent to bidders via email.

Technical questions and inquiries should be directed to Ginger R. Tolbert, P.E., until 12:00 p.m. on Friday, July 21, 2023. The Engineer and/or Owner shall not be bound by any references obtained by the Bidders unless an addendum is produced and released.

CITY OF BELLMEAD, TEXAS

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE REHABILITATION OF

750,000 GALLON GALVANIZED GROUND STORAGE TANK

Prepared By



KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
TEMPLE, TEXAS



June 2023

Ginger R. Tolbert
6/15/2023

REHABILITATION OF THE 750,000 GALLON GALVANIZED GROUND STORAGE TANK

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HIGHWOODUSA INC

CITY OF BELLMEAD

BELLMEAD ECONOMIC DEVELOPMENT CORP

RESEARCH AVE

CITY OF BELLMEAD

CITY OF BELLMEAD

GST

FASTENAL COMPANY

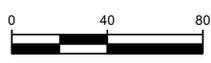
VENTURE FOODS LLC

DT RETAIL PROPERTIES LLC

FITZSTEPHEN AND NAGINDAS PROPERTIES LLC

RESEARCH AVE

P:\Bellmead\2022\BELLMEAD_GST\CAD\EXHIBIT\SITE_MAP.dwg - L-Exh Clean



HORIZONTAL SCALE IN FEET

CITY OF BELLMEAD, TEXAS

GROUND STORAGE TANK SITE MAP



KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
TEMPLE, TEXAS 76501
Firm Registration No. F-510

JANUARY 2023

EXHIBIT A

**BID SCHEDULE
FOR
750,000 Gallon Galvanized Ground
Storage Tank Rehabilitation**

BASE BID

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total Amount (in numerals)
1	100%	Lump Sum	Mobilization, Bonds and Insurance, not-to-exceed 5% of the Base Bid Amount, Complete For	\$ _____	\$ _____
2	100%	Lump Sum	Furnish all materials, equipment, labor, superintendence and incidental work to spot blast for inspection and identification of repairs, abrasive blast per SSPC-SP16, clean, strip gasket and coat with dehumidification, the Interior of the existing 750,000-gallon Bolted Galvanized GST, all appendages, ladder, vent, hatch, weir box, etc., as indicated on the drawings and specifications part 2.04.A, part 3.06 and 3.07.B, except where specifically covered by other bid items.	\$ _____	\$ _____
3	100%	Lump Sum	Furnish all materials, equipment, labor, superintendence and incidental work to Dehumidify the interior of the existing 750,000- gallon Bolted Galvanized GST, during surface preparation and coating, including hoses, filters, etc., as indicated on the drawings and specifications part 3.06, except where specifically covered by other bid items.	\$ _____	\$ _____
4	20	Man Hours	Furnish all materials, equipment, labor, superintendence and incidental work to perform General Repairs to perform general welding/grinding repair and corrosion related repair, as indicated on the drawings and specifications part 3.02.A.1, except where specifically covered by other bid items.	\$ _____	\$ _____
5	100%	Lump Sum	Furnish all materials, equipment, labor, superintendence and incidental work to perform Complete excavation of soil and gravel material from around the tank floor extension and tank shell, as indicated on the drawings and specifications part 3.02.A.1, except where specifically covered by other bid items.	\$ _____	\$ _____

**BID SCHEDULE
FOR
750,000 Gallon Galvanized Ground
Storage Tank Rehabilitation**

BASE BID

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total Amount (in numerals)
6	100%	Lump Sum	Furnish all materials, equipment, labor, superintendence and incidental work to perform General Repairs to Repair the floating target and/or the pressure foot gauge, as indicated on the drawings and specifications part 3.02.A.1, except where specifically covered by other bid items.	\$ _____	\$ _____
7	100%	Lump Sum	Furnish all materials, equipment, labor, superintendence and incidental work to perform Overflow Modification, as indicated on the drawings and specifications part 3.02.A.2, except where specifically covered by other bid items.	\$ _____	\$ _____
8	100%	Lump Sum	For Video Taping the project site before the start of construction on the project. Complete For	\$ _____	\$ _____

TOTAL BID AMOUNT - BASE BID (ITEMS 1 - 8)

BID AMOUNT \$ _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ as Principal, and
_____ as
Surety, are hereby held and firmly bound unto _____ as OWNER in the penal
sum of _____ for payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

SIGNED, this _____ day of _____, 2023. The Condition of the above obligation is
such that whereas the Principal has submitted to _____
a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

Rehabilitation of the 750,000 Gallon Galvanized Ground Storage Tank

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

THE SURETY, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

COUNTY OF McLennan }

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between _____ The City of Bellmead, Texas _____ of the County of McLennan and State of Texas, acting through Yousry Zakhary, City Manager thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____ of the City of _____, County of _____ and State of _____, Party of the Second Part, Hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Rehabilitation of the 750,000 Gallon Galvanized Ground Storage Tank

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printing or written explanatory matter thereof, and the Specifications and addenda therefor, as prepared by Kasberg, Patrick & Associates, LP; Nineteen North Main; Temple, Texas, 76501; (254) 773-3731, herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR agrees to commence work within ten (10) calendar days after the date written notice to do so shall have been given him, and to substantially complete construction within 60 calendar days after issuance of the "Notice to Proceed" and to be at Final Completion within 60 calendar days after the issuance of the "Notice to Proceed", subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

City of Bellmead
Party of the First Part (OWNER)

Party of the Second Part (CONTRACTOR)

By: _____
Yousry Zakhary, City Manager

By: _____
Title: _____

ATTEST:

ATTEST:

Holly Owens, City Clerk

APPROVED AS TO FORM:

Charlie Buenger, City Attorney

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That _____ a Texas corporation, whose address is _____, Texas, _____; as Principal, and _____, whose address is _____, a corporation organized and existing under the laws of the State of Texas, as Surety, are held firmly bound unto the City of Bellmead, Texas as Obligee, in the amount of _____ Dollars (\$ _____) for the payment of which sum we will bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 2023, for the construction of the

Rehabilitation of the 750,000 Gallon Galvanized Ground Storage Tank

specifically including in the scope of this work the bond, the additional guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, as well as Principal's primary obligation to perform according to the plans and specifications.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidders, general and special conditions and other contract documents and shall fully indemnify and save harmless Obligee from all costs and damage which Obligee may suffer by reason of Principal's default, and reimburse and repay Obligee all outlay and expense which Obligee may incur in making good such default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of such statute, to the same extent as if it were copied at length herein.

PROVIDED further that if any legal action be filed on this bond, venue shall be in McLennan County, Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the plans, specifications, or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed thereunder. The Surety is responsible for additional amounts authorized by any change orders.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representatives of the Principal and the Surety.

Signed and sealed this ____ day of _____, 2023.

Principal: _____

By: _____

_____ (Title)

Surety: _____

By: _____

TDI Company Number: _____

The name and address of the Resident Agent of Surety is:

Note: Attach Power of Attorney and Required Notices Rider

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That _____
a Texas corporation, whose address is _____, Texas; as Principal,
and _____,
whose address is _____, a
corporation organized and existing under the laws of the State of Texas, as Surety, are
held firmly bound unto the City of Bellmead, Texas as Obligee, in the
amount of _____
Dollars (\$ _____) for the payment of which sum we will bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract with the Obligee, dated
the _____ day of _____, 2023, for the construction of the

Rehabilitation of the 750,000 Gallon Galvanized Ground Storage Tank

specifically including in the scope of this work the bond, the additional guaranty
provisions set forth in the contract conditions, which contract is hereby referred to and
made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if
the said Principal shall well and faithfully make payment to each and every claimant (as
defined in Chapter 2253, Texas Government Code, as amended) supplying labor or
materials to it in the prosecution of the work provided for in said contract, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed on this bond, venue shall be in
McLennan County, Texas.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of
Chapter 2253 of the Texas Government Code, as currently amended, and all liabilities on
this bond shall be determined in accordance with the provisions of said statute to the
same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract or to the work to be performed
thereunder, or the plans, specifications, or drawings accompanying the same, or any
assignment of the contract as may be provided for in the instructions to bidders, shall in
any way affect its obligation on this bond, and it does hereby waive notice of any such
change, extension of time, alteration or addition to the terms of the contract, assignment

thereof, or to the work to be performed thereunder. The Surety is responsible for additional amounts authorized by any change orders.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the ____ day of _____, 2023.

Principal: _____

By: _____
_____, (Title)

Surety: _____

By: _____

TDI Company Number: _____

The name and address of the Resident Agent of Surety is:

Note: Attach Power of Attorney and Required Notices Rider

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED FOR THE DURATION OF THE PROJECT AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES COMPANY A <u>LETTER</u> COMPANY B <u>LETTER</u>
NAME AND ADDRESS OF INSURED	COMPANY C <u>LETTER</u> COMPANY D <u>LETTER</u> COMPANY E <u>LETTER</u>

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	LIMITS OF LIABILITY IN THOUSANDS (000)		
					EACH OCCURENC	AGGREGATE
_____	GENERAL LIABILITY ___ Comprehensive Form Premises-Operations ___ Explosions and Collapse Hazard ___ Underground Hazard ___ Products/Completed Operations Hazard ___ Contractual Insurance ___ Broad Form Property Damage ___ Independent Contractors ___ Personal Injury			Bodily Injury	\$	\$
				Property Damage	\$	\$
				Bodily Injury and Property Damage Combined	\$	\$
				Personal Injury		\$

_____	AUTOMOBILE LIABILITY <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned			Bodily Injury (Each Person)	\$
				Bodily Injury (Each Accident)	\$
				Property Damage	\$
				Bodily Injury and Property Damage Combined	\$
_____	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella				
_____	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY			Statutory	
					\$ (Each Account)

OTHER

Builders Risk

Description of Operations/
Locations/Vehicles

PROJECT TITLE: Rehabilitation of the 750,000 Gallon Galvanized Ground Storage Tank
PROJECT LOCATION: Bellmead, Texas

The City of Bellmead and the Engineer are named as an additional insureds under all insurance, other than Workman's Compensation.

Cancellation: No policies will be cancelled or reduced, restricted, or limited until ten (10) days after the owner has received written notice as evidence by return receipt or registered or certified letter.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

DATE ISSUED: _____, 2023 AUTHORIZED REPRESENTATIVE

END OF SECTION

Notice of Award

Date: _____

Project: **Rehabilitation of the 750,000 Gallon Galvanized Ground Storage Tank**

Owner: City of Bellmead Texas

Owner's Contract No.:

Contract: **Rehabilitation of the 750,000 Gallon Galvanized Ground Storage Tank**

Engineer's Project No.: 2022-134

Bidder:

Bidder's Address:

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for:

Rehabilitation of the 750,000 Gallon Galvanized Ground Storage Tank

The amount of the Contract is _____
(\$ _____).

5 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

5 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [5] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders, General Conditions, and Supplementary Conditions.
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Kasberg, Patrick & Associates, LP

By: _____
Ginger R. Tolbert, P.E.

Project Manager

Notice to Proceed

Date: _____

Contract: Rehabilitation of the 750,000 Gallon Galvanized Ground Storage Tank

Engineer's Project No.: 2022-134

To: _____

In accordance with the Agreement dated _____, by and between the
City of Bellmead, Texas (Owner) and _____
_____(Contractor) for work to be performed in conjunction with the Rehabilitation of the 750,000
Gallon Galvanized Ground Storage Tank.

Construction shall be completed within 60 calendar days of the issuance of this Notice to Proceed.

1. Contractor is hereby notified to commence work on _____, 2023. The Project shall be fully complete within 60 calendar days.
2. Liquidated damages to be paid by the Contractor for failure to complete the work by the completion date will be assessed at the rate of \$ 500.00 per day for each working day after the working days allotted have expired. The procedure and basis for the assessment of damages will be in accordance with the Special Conditions, Section 21.

ISSUED ON BEHALF OF

ACCEPTED ON BEHALF OF

City of Bellmead Texas

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

_____ Date

_____ Date

AFFIDAVIT AND RELEASE OF LIEN

**THE STATE OF TEXAS
COUNTY OF MCLENNAN**

WHEREAS, the undersigned _____,
who being duly sworn , on oath, says that he/she is the legal representative of _____
_____, has been employed by _____ The City of Bellmead Texas _____,
to furnish labor and materials for the installation of the Rehabilitation of the 750,000 Gallon
Galvanized Ground Storage Tank _____ in Bellmead, Texas.

NOW THEREFORE, for and in consideration of the sum of _____
_____ DOLLARS (\$ _____) and other
good and valuable consideration, the receipt of which is hereby anticipated, being payment in full for all
labor and/or materials furnished by the undersigned up to and including _____ 20____,
the undersigned hereby waives and releases any and all lien or claim of right of lien on said project or
premises on account of labor and/or materials furnished and further states that all applicable sales
taxes, State, Local and Federal, and all labor hired by him and all material purchased by him and used
in the construction of said project improvements have been paid in full. The undersigned hereby
warrants to defend The City of Bellmead Texas against any liens or claims made by said laborers
or suppliers of materials used in connection with said project.

Date _____

By: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS THE _____ DAY OF _____, 2023,
_____ DID PERSONALLY APPEAR AND SIGN IN
ACKNOWLEDGMENT OF THE AFOREGOING AFFIDAVIT.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

GENERAL CONDITIONS

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FOR
GENERAL CONDITIONS OF AGREEMENT

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GENERAL CONDITIONS OF AGREEMENT

1. DEFINITIONS OF TERMS

1.01 ... OWNER, CONTRACTOR AND ENGINEER. The OWNER, the CONTRACTOR and the ENGINEER are those persons or organizations identified as such in the Agreement and are referred to throughout the Contract Documents as if singular in number and masculine in gender. The term ENGINEER means the ENGINEER or his duly authorized representative. The ENGINEER shall be understood to be the ENGINEER of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the ENGINEER and the CONTRACTOR.

1.02 ... CONTRACT DOCUMENTS. The Contract Documents shall consist of the Notice to Contractors (Advertisement), Special Conditions (Instructions to Bidders), Proposal, signed Agreement, Performance and Payment Bonds (when required), Special Bonds (when required), General Conditions of the Agreement, Technical Specifications, Plans, and all modifications thereof incorporated in any of the documents before the execution of the agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Signed Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, Special Conditions of Agreement, Notice to Contractors, Technical Specifications, Plans, and General Conditions of Agreement.

1.03 ... SUB-CONTRACTOR. The term Sub-Contractor, as employed herein, includes only those having a direct contract with the CONTRACTOR and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

1.04 ... WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

1.05 ... WORK. The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the Contract Documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1.06 ... EXTRA WORK. The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER or OWNER to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work

shown upon the plans, or reasonably implied by the specifications, and not covered by the CONTRACTOR'S Proposal, except as provided under "Changes and Alterations", herein.

1.07 ... WORKING DAY. A "Working Day" is defined as any day not including Saturdays, Sundays or any legal holidays, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

1.08 ... CALENDAR DAY. "Calendar Day" is any day of the week or month, no days being excepted.

1.09 ... SUBSTANTIALLY COMPLETED. By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

2. RESPONSIBILITIES OF THE ENGINEER AND THE CONTRACTOR

2.01 ... OWNER - ENGINEER RELATIONSHIP. The ENGINEER will be the OWNER'S representative during construction. The duties, responsibilities and limitations of authority of the ENGINEER as the OWNER'S representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER and ENGINEER. The ENGINEER will advise and consult with the OWNER, and all of OWNER'S instructions to the CONTRACTOR shall be issued through the ENGINEER.

2.02 ... PROFESSIONAL INSPECTION BY ENGINEER. The ENGINEER shall make periodic visits to the site to familiarize himself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the ENGINEER shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of this agreement or any other Contract Document, the ENGINEER shall not be in any way responsible or liable for any acts, errors, omissions or negligence of the CONTRACTOR, any subcontractor or any of the CONTRACTOR'S or subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

2.03 ... PAYMENTS FOR WORK. The ENGINEER shall review CONTRACTOR'S applications for payment and supporting data, determine the amount owed to the CONTRACTOR and approve, in writing, payment to CONTRACTOR in such amounts; such approval of payment to CONTRACTOR constitutes a representation to the OWNER of ENGINEER'S professional judgment that the work has progressed to the point indicated to the best of his knowledge, information and belief, but such approval of an application for payment to CONTRACTOR shall not be deemed as a representation by ENGINEER that ENGINEER has

made any examination to determine how or for what purpose CONTRACTOR has used the moneys paid on account of the Contract price.

2.04 ... INITIAL DETERMINATIONS. The ENGINEER initially shall determine all claims, disputes and other matters in question between the CONTRACTOR and the OWNER relating to the execution or progress of the work or the interpretation of the Contract Documents and the ENGINEER'S decision shall be rendered in writing within a reasonable time. Should the ENGINEER fail to make such decision within a reasonable time, appeal to arbitration may be taken as if his decision had been rendered against the party appealing.

2.05 ... OBJECTIONS. In the event the ENGINEER renders any decision which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this contract, either party may file with the ENGINEER within thirty days his written objection to the decision, and by such action may reserve the right to submit the question so raised to arbitration as hereinafter provided.

2.06 ... LINES AND GRADES. Unless otherwise specified, all lines and grades shall be furnished by the ENGINEER or his representative. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable and the CONTRACTOR shall be allowed no extra compensation therefor. The CONTRACTOR shall give the ENGINEER ample notice of the time and place where lines and grades will be needed. All stakes, marks, etc., shall be carefully preserved by the CONTRACTOR, and in case of careless destruction or removal by him or his employees, such stakes, marks, etc., shall be replaced at the CONTRACTOR'S expense.

2.07 ... CONTRACTOR'S DUTY AND SUPERINTENDENCE. The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.

The CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the plans, specifications and contract.

Likewise, the CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the ENGINEER shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use of all items and methods incident to performance of

the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in process, or any visit or observation during construction, or any clarification of plans and specifications, by the ENGINEER, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction on construction processes, or by other means or method, is agreed by the CONTRACTOR to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the contract, or for the purpose of enabling CONTRACTOR to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the CONTRACTOR from full and complete responsibility for the proper performance of his work on the project, including but without limitation the propriety of means and methods of the CONTRACTOR in performing said contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the CONTRACTOR from plans and specifications that may have been in evidence during any such visitation or observation by the ENGINEER, or any of his representatives, whether called to the CONTRACTOR'S attention or not shall in no way relieve CONTRACTOR from his responsibility to complete all work in accordance with said plans and specifications.

2.08 ... CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

2.09 ... CHARACTER OF WORKMEN. The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the ENGINEER shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the ENGINEER'S written consent.

2.10 ... CONTRACTOR'S BUILDINGS. The building of structures for housing men, or the erection of tents or other forms of protection, will be permitted only at such places as the ENGINEER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the ENGINEER.

2.11 ... SANITATION. Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such a manner and at such points as shall be approved by the ENGINEER, and their use shall be strictly enforced.

2.12 ... SHOP DRAWINGS. The CONTRACTOR shall submit to the ENGINEER, with such promptness as to cause no delay in his own work or in that of any other Contractor, four checked copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the ENGINEER shall pass upon them with reasonable promptness, making desired corrections. The CONTRACTOR shall make any corrections required by the ENGINEER; file with him two corrected copies and furnish such other copies as may be needed. The ENGINEER'S approval of such drawings or schedules shall not relieve the CONTRACTOR from responsibility for deviations from drawings or specifications, unless he has in writing called the ENGINEER'S attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR'S responsibility to fully and completely review all shop drawings to ascertain their effect on his ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

Such review by the ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the CONTRACTOR of his duty as an independent contractor as previously set forth, it being expressly understood and agreed that the ENGINEER does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during CONTRACTOR'S performance hereunder.

2.13 ... PRELIMINARY APPROVAL. The ENGINEER shall not have the power to waive the obligations of this contract for the furnishing by the CONTRACTOR of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of the ENGINEER to discover, object to or condemn any defective work or material shall release the CONTRACTOR from the obligations to fully and properly perform the contract, including without limitations, the obligation to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the ENGINEER shall, upon request of the CONTRACTOR, inspect and accept or reject any material furnished, and in event the material has been once accepted by the ENGINEER, such acceptance shall be binding on the OWNER, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for re-examination, by the ENGINEER, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the CONTRACTOR, otherwise the expense thus incurred shall be allowed as EXTRA WORK, and shall be paid for by the OWNER; provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the CONTRACTOR proceed with such work without requesting prior inspection or approval he shall bear all expense of taking up, removing, and replacing this work if so directed by the ENGINEER.

2.14 ... DEFECTS AND THEIR REMEDIES. It is further agreed that if the work of any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conformity with the

specifications, the CONTRACTOR shall, after receipt of written notice thereof from the ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

2.15 ... CHANGES AND ALTERATIONS. The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with, except as provided for unit price items under Section 5 "Measurement and Payment." If the amount of work is increased, and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this contract, except as provided for unit price items under Section 5 "Measurement and Payment;" otherwise, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

3. GENERAL OBLIGATIONS AND RESPONSIBILITIES

3.01 ... KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE. The ENGINEER shall furnish the CONTRACTOR with an adequate and reasonable number of copies of all plans and specifications without expense to him, and the CONTRACTOR shall keep one copy of the same constantly accessible on the work, with the latest revisions noted thereon.

3.02 ... OWNERSHIP OF DRAWINGS. All drawings, specifications and copies thereof furnished by the ENGINEER shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.

3.03 ... ADEQUACY OF DESIGN. It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that the OWNER shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he has complied with the said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.

3.04 ... RIGHT OF ENTRY. The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.

3.05 ... COLLATERAL CONTRACTS. The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work, or damage said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.

3.06 ... DISCREPANCIES AND OMISSIONS. It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents" shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.

3.07 ... EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT. The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

3.08 ... DAMAGES. In the event the CONTRACTOR is damaged in the course of the completion of the work by the act, neglect, omission, mistake or default of the OWNER, or of the ENGINEER, or of any other CONTRACTOR employed by the OWNER upon the work, thereby causing loss to the CONTRACTOR, the OWNER agrees that he will reimburse the CONTRACTOR for such loss. In the event the OWNER is damaged in the course of the work by the act, negligence, omission, mistake or default of the CONTRACTOR, or should the CONTRACTOR unreasonably delay the progress of the work being done by others on the job so as to cause loss for which the OWNER becomes liable, then the CONTRACTOR shall reimburse the OWNER for such loss.

3.09 ... PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC. The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

3.10 ... PERFORMANCE AND PAYMENT BONDS. Unless otherwise specified, it is further agreed by the parties to this Contract that the CONTRACTOR will execute separate performance and payment bonds, each in the sum of one hundred (100) percent of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the Contract, and it is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the OWNER.

Unless otherwise approved in writing by the OWNER, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the CONTRACTOR'S proposal.

3.11 ... LOSSES FROM NATURAL CAUSES. Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

3.12 ... PROTECTION OF ADJOINING PROPERTY. The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the OWNER and ENGINEER against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall not apply to any claim of any kind arising out of the existence or character of the work.

3.13 ... PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES. The CONTRACTOR agrees that he will indemnify and save the OWNER and ENGINEER harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the OWNER may at the option of the CONTRACTOR either pay directly any unpaid bills, of which the OWNER has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his Surety.

3.14 ... PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION.

The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or owner. The CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the OWNER and ENGINEER harmless from any loss on account thereof, except that the OWNER shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by the OWNER; provided however, if choice of alternate design, device, material or process is allowed to the CONTRACTOR, the CONTRACTOR shall indemnify and save OWNER harmless from any loss on account thereof. If the material or process specified or required by the OWNER is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information the OWNER.

3.15 ... LAWS AND ORDINANCES. The CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the contract or the work, and shall indemnify and save harmless the OWNER and ENGINEER against any claim arising from the violation of any such laws, ordinances, and regulations whether by the CONTRACTOR or his employees, except where such violations are called for by the provisions of the Contract Documents. If the CONTRACTOR observes that the plans and specifications are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he shall bear all costs arising therefrom. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the OWNER may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

3.16 ... ASSIGNMENT AND SUBLETTING. The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.

3.17 ... INDEMNIFICATION. The CONTRACTOR shall defend, indemnify and hold harmless the OWNER and the ENGINEER and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

-(1) . . . is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and

.....(2) . . . is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the CONTRACTOR under this Paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or specifications, or the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

3.18 ... INSURANCE. The CONTRACTOR at his own expense shall purchase, maintain and keep in force such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.....(1) . . . Workmen's compensation claims, disability benefits and other similar employee benefit acts;

.....(2) . . . Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual bodily injury liability coverages;

.....(3) . . . Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual bodily injury liability coverages; and

.....(4) . . . Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

3.18.1 ... CERTIFICATE OF INSURANCE. Before commencing any of the work, CONTRACTOR shall file with the OWNER valid Certificates of Insurance acceptable to the OWNER and the ENGINEER. Such Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least fifteen days' prior written notice has been given to the OWNER.

The CONTRACTOR shall also file with the OWNER valid Certificates of Insurance covering all sub-contractors.

4. PROSECUTION AND PROGRESS

4.01 ... TIME AND ORDER OF COMPLETION. It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction: provided, however, that the

order and the time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

4.02 ... EXTENSION OF TIME. Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or ENGINEER, or of any employee of either, or by other contractors employed by the OWNER, or by changes ordered in the work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the CONTRACTOR'S control, or by any cause which the ENGINEER shall decide justifies the delay, then an extension of time shall be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the ENGINEER, provided, however, that the CONTRACTOR shall give the ENGINEER prompt notice in writing of the cause of such delay.

4.03 ... HINDRANCES AND DELAYS. No claims shall be made by the CONTRACTOR for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by such stoppage of said work shall be paid by the OWNER to the CONTRACTOR.

5. MEASUREMENT AND PAYMENT

5.01 ... QUANTITIES AND MEASUREMENTS. No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless specifically provided.

5.02 ... ESTIMATED QUANTITIES. This agreement, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually

furnished under this contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as 20% more than, or 20% less than the estimated or contemplated quantity for such items, then either party to this Agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below 20% of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five (5) percent of the total contract cost, computed on the basis of the proposal quantities and the contract unit prices.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Agreement, as provided under "Extra Work."

5.03 ... PRICE OF WORK. In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and of the delivery of all material embraced in this Contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract. The CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for all expense incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement.

5.04 ... PARTIAL PAYMENTS. On or before the 10th day of each month, the CONTRACTOR shall prepare and submit to the ENGINEER for approval or modification a statement showing as completely as practicable the total value of the work done by the CONTRACTOR up to and including the last day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work.

The OWNER shall then pay the CONTRACTOR on or before the 15th day of the current month the total amount of the approved statement, less 10 percent of the amount thereof, which 10 percent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the OWNER under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the CONTRACTOR, the OWNER may -- upon recommendation of the ENGINEER -- pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR, or the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment".

5.05 ... USE OF COMPLETED PORTIONS. The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the ENGINEER may determine.

The CONTRACTOR shall notify the ENGINEER when, in the CONTRACTOR'S opinion, the contract is "substantially completed" and when so notifying the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER in writing a detailed list of unfinished work. The ENGINEER will review the CONTRACTOR'S list of unfinished work and will add thereto such items as the CONTRACTOR has failed to include. The "substantial completion" of the structure or facility shall not excuse the CONTRACTOR from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure or facility in accordance with the Contract Documents.

5.06 ... FINAL COMPLETION AND ACCEPTANCE. Within ten (10) days after the CONTRACTOR has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER and the OWNER shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract Documents, the ENGINEER shall issue to the OWNER and the CONTRACTOR his Certificate of Completion, and thereupon it shall be the duty of the OWNER within ten (10) days to issue a Certificate of Acceptance of the work to the CONTRACTOR or to advise the CONTRACTOR in writing of the reason for non-acceptance.

5.07 ... FINAL PAYMENT. Upon the issuance of the Certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the OWNER, who shall pay to the CONTRACTOR on or after the 30th day, and before the 35th day, after the date of the Certificate of Completion, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR. Neither the Certificate of Acceptance nor the final payment, nor any provision in the Contract Documents, shall relieve the CONTRACTOR of the obligation for fulfillment of any warranty which may be required.

5.08 ... PAYMENTS WITHHELD. The OWNER may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

-(a)Defective work not remedied
-(b)Claims filed or reasonable evidence indicating probable filing of claims.
-(c)Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor.
-(d)Damage to another contractor.
-(e)Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
-(f)Reasonable indication that the work will not be completed within the contract time.

When the above grounds are removed or the CONTRACTOR provides a Surety Bond satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment shall be made for amounts withheld because of them.

5.09 ... DELAYED PAYMENTS. Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, then the OWNER shall pay to the CONTRACTOR, in addition to the sum shown as due by such statement, interest thereon at the rate of six (6) percent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments", until fully paid, which shall fully liquidate any injury to the CONTRACTOR growing out of such delay in payment, but the right is expressly reversed to the CONTRACTOR in the event payments be not promptly made, as provided under "Partial Payments", to at any time thereafter treat the contract as abandoned by the OWNER and recover compensation, as provided under "Abandonment of Contract", unless such payments are withheld in accordance with the provisions of "Payments Withheld".

6. EXTRA WORK AND CLAIMS

6.01 ... CHANGE ORDERS. Without invalidating this Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the ENGINEER for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the ENGINEER and executed by the OWNER, the ENGINEER may in writing instruct the CONTRACTOR to proceed with the work as set forth in the Change Order and the CONTRACTOR may make claim against the OWNER for Extra Work involved therein, as hereinafter provided.

6.02 ... MINOR CHANGES. The ENGINEER may authorize minor changes in the work not inconsistent with the overall intent of the Contract Documents and not involving an increase in Contract Price. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the CONTRACTOR shall make written request to the ENGINEER for a written Field Order.

In such case, the CONTRACTOR by copy of his communication to the ENGINEER or otherwise in writing shall advise the OWNER of his request to the ENGINEER for a written Field Order and that the work involved may result in an increase in the Contract Price.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

6.03 ... EXTRA WORK. It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order for which a claim for Extra Work is made shall be determined by one or more of the following methods:

.....Method (A) - ... By agreed unit prices; or

.....Method (B) - ... By agreed lump sum; or

.....Method (C) - ...If neither Method (A) nor Method (B) be agreed upon before the Extra work is commenced, then the CONTRACTOR shall be paid the “actual field cost” of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply, and the “actual field cost” is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and a rateable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability and Property Damage and Workmen’s Compensation and all other insurance as may be required by any law or ordinance or directed by the OWNER or by them agreed to. The ENGINEER may direct the form in which accounts of the “actual field cost” shall be kept and the records of these accounts shall be made available to the ENGINEER. The ENGINEER or OWNER may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15%) percent of the “actual field cost” to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the “actual field cost” as herein defined, save that where the CONTRACTOR’S Camp or Field Office must be maintained primarily on account of such Extra Work; then the cost to maintain and operate the same shall be included in the “actual field cost”.

No claim for Extra Work of any kind will be allowed unless ordered in writing by the ENGINEER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the ENGINEER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the “actual field cost” thereof, as provided under Method (C). The CONTRACTOR will thereby preserve the right to submit the matter of payment to arbitration, as herein below provided.

6.04 ... TIME OF FILING CLAIMS. It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within thirty (30) days after the ENGINEER has given any directions, order or instruction to which the CONTRACTOR desires to take exception. The ENGINEER shall reply within thirty (30) days to such written exceptions by the CONTRACTOR and render his final decision in writing. In case the CONTRACTOR should appeal from the ENGINEER’S decision, any demand for arbitration shall be filed with the ENGINEER and the OWNER in writing within ten (10) days after the date of delivery to CONTRACTOR of the ENGINEER’S

final decision. It is further agreed that final acceptance of the work by the OWNER and the acceptance by the CONTRACTOR of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract Documents.

6.05 ... ARBITRATION. All questions of dispute under this Agreement shall be submitted to arbitration at the request of either party to the dispute. The parties may agree upon one arbiter, otherwise, there shall be three, one named in writing by each party, and the third chosen by the two arbiters so selected; or if the arbiters fail to select a third within ten (10) days, he shall be chosen by a District Judge serving the County in which the major portion of the project is located, unless otherwise specified. Should the party demanding arbitration fail to name an arbiter within ten (10) days of the demand, his right to arbitrate shall lapse, and the decision of the ENGINEER shall be final and binding on him. Should the other party fail to choose an arbiter within ten (10) days, the ENGINEER shall appoint such arbiter. Should either party refuse or neglect to supply the arbiters with any papers or information demanded in writing, the arbiters are empowered by both parties to take ex parte proceedings.

The arbiters shall act with promptness. The decision of any two shall be binding on both parties to the contract. The decision of the arbiters upon any question submitted to arbitration under this contract shall be a condition precedent to any right of legal action. The decision of the arbiter or arbiters may be filed in court to carry it into effect.

The arbiters, if they deem the case demands it, are authorized to award the party whose contention is sustained, such sums as they deem proper for the time, expense and trouble incident to the appeal, and if the appeal was taken without reasonable cause, they may award damages for any delay occasioned thereby. The arbiters shall fix their own compensation, unless otherwise provided by agreement, and shall assess the cost and charges of the arbitration upon either or both parties. The award of the arbiters must be made in writing.

7. ABANDONMENT OF CONTRACT

7.01 ... ABANDONMENT BY CONTRACTOR. In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER, or the ENGINEER, or if the CONTRACTOR fails to comply with the orders of the ENGINEER, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice of abandonment, the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job; but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor (except when used in Work and Claims), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

Where there is no performance bond provided or in case the Surety should fail to commence compliance with the notice for completion herein before provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

7.01.1 The OWNER may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the OWNER; or

7.01.2 The OWNER under sealed bids, after five (5) days' notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and Surety shall be and remain bound therefor. However, should the cost to complete any such contract prove to be less than what would have been the cost to complete under this contract, the CONTRACTOR and/or his Surety shall be credited therewith.

When the work shall have been substantially completed the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 5.06 hereinabove, shall be issued. A complete itemized statement of the contract accounts, certified to by the ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract, provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to

exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials, or supplies, which remain on the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper owners. The books on all operations provided herein shall be open to the CONTRACTOR and his Surety.

7.02 ... ABANDONMENT BY OWNER. In case the OWNER shall fail to comply with the terms of this contract, and should fail or refuse to comply with said terms within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that have not been included in payments to the CONTRACTOR and have not been wrought into the work. And thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR (at the prices stated in the attached proposal where unit prices are used), the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized. The ENGINEER shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous payments by the OWNER and all other sums that may be retained by the OWNER under the terms of this Agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before thirty (30) days after the date of the notification by the CONTRACTOR the balance shown by said final statement as due the CONTRACTOR, under the terms of this Agreement.

SPECIAL CONDITIONS

CITY OF BELLMEAD, TEXAS

REHABILITATION OF THE 750,000 GALLON GALVANIZED GROUND STORAGE TANK

SPECIAL CONDITIONS

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CITY OF BELLMEAD, TEXAS

REHABILITATION OF THE 750,000 GALLON GALVANIZED GROUND STORAGE TANK

SPECIAL CONDITIONS

SC.01 GENERAL

The provisions of this section of the specifications shall govern in the event of any conflict between them and the "General Conditions of Agreement."

SC.02 DEFINITIONS

Agreement. "Agreement" shall mean the contract document as herein set forth.

Calendar Day. "Calendar Day" shall mean any day of the week or month, no days being excepted.

Working Day. "Working Day" shall mean Monday through Friday, except for Federal Holidays. No work shall be performed on Sundays. Written authorization shall be received by the Contractor from the City of Bellmead before Thursday at 12:00 noon if work is anticipated to be performed on a Federal Holiday or Saturday. Work performed on a Federal Holiday or Saturday will be charged and counted as a working day. Additionally, a working day is defined as time used from 7 AM to 6 PM or in case of night time work, from 7 PM to 6 AM.

Extra Work. "Extra Work" shall mean and include all work that may be required by the Owner to be done by the Contractor to accomplish any change, alteration, or addition to the work shown on the plans or reasonably implied by the specifications, and not covered by the Contractor's proposal.

Parties. The parties to this agreement are the Owner and the Contractor.

Project. "Project" shall mean the work embraced by this agreement, including the Plans and Specifications, General and Special Conditions, Performance and Payment Bonds attached hereto; generally described as follows:

REHABILITATION OF THE 750,000 GALLON GALVANIZED GROUND STORAGE TANK

Subcontractor. "Subcontractor" shall mean only those having a direct contract with the Contractor for performance of work on the project contemplated by these contract documents.

Substantially Completed. "Substantially Completed" shall mean that the project contemplated by the contract documents has been made suitable for use or occupancy, or the facility is in a condition to serve its intended purpose; but still may require minor miscellaneous work and adjustment, provided, however, that final payment of the contract price including retainage, shall not be made until completion of all punch list items and upon acceptance by the Owner. Acceptance by the Owner shall not impair any warranty obligation of the Contractor.

Work. "Work" or "Scope or Work" shall mean Rehabilitation of the 750,000 Gallon Galvanized Ground Storage Tank, as more fully described in the Scope of Work contained in SC.06.

SC.03 ENGINEER

The word "Engineer" in these specifications shall be understood as referring to Kasberg, Patrick & Associates, LP, Consulting Engineers; 19 North Main; Temple, Texas 76501, Engineer of the Owner, or such other representatives as may be authorized by said Owner to act in any particular position.

SC.04 LOCATION OF PROJECT

This project is located in the Northwest part of the City of Bellmead, North of Loop 340, as shown on the project location map.

SC.05 EXAMINATION OF SITE OF PROJECT

Prospective bidders shall make a careful and thorough examination of the site of the project, including all soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials, arrangements necessary for providing ingress and egress to private properties and methods of handling traffic during prosecution of all the work involved.

SC.06 SCOPE OF WORK

The work to be performed under this contract consists of furnishing all materials, labor, supervision, tools, equipment and incidentals required, and performing all work necessary for the rehabilitation of:

A 750,000-gallon galvanized ground storage tank including complete cleaning and repainting of the tank interior surfaces with dehumidification, general welding/grinding and corrosion related repairs, complete excavation of soil and gravel material from around the tank ring wall foundation and tank shell, complete repair of the floating target and/or the pressure foot gauge, and modification of the existing overflow pipe.

SC.07 FORMS, PLANS AND SPECIFICATIONS

Forms of Proposal, Contract and Bonds, and Plans and Specifications may also be viewed at the office of Kasberg, Patrick & Associates, LP. The non-refundable fee for the printed and bound plans and specifications is \$50.00 per set.

SC.08 COPIES OF PLANS AND SPECIFICATIONS FURNISHED

Five (5) sets of the plans and specifications shall be furnished to the successful Contractor, at no charge, for construction purposes. Additional copies may be obtained at the cost of reproduction upon request.

SC.09 PRE-BID CONFERENCE

Prior to receiving bids on this project, the Owner will conduct a virtual non-mandatory pre-bid conference with all prospective bidders and other interested parties. The non-mandatory pre-bid conference will be held at 3:00 PM; on July 13, 2023. A Microsoft Teams Meeting invitation for the Pre-Bid Conference will be sent to bidders via email.

SC.10

ADDENDA

Bidders desiring further information, or interpretation of the plans and specifications must make a request in writing to the Engineer as outlined in this Section and in the Instructions to Bidders for Construction. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents. It is the bidder's responsibility to make inquiry as to any addenda issued. All addenda will be bound with and made a part of the contract documents. No other explanation or interpretation will be considered official or binding.

The proposals as submitted by the Contractor will be so constructed as to include any addenda if such are issued by the Engineer prior to twenty-four (24) hours before the opening of bids.

In order that all plan holders will have equal access to information on this project, all requests to the Engineer for information or interpretation of the plans and specifications must be received before 12:00 PM (Noon) on Friday, July 21, 2023. If there is a need to clarify any requests at that time, the Engineer will issue a written addendum after 12:00 PM, (Noon) on Friday, July 21, 2023. The Engineer and Owner will not attempt to further clarify any written or oral requests after that time.

SC.11

PREPARATION OF PROPOSAL

The Bidder shall submit his proposal on the forms furnished. All blank spaces in the form shall be correctly filled in and the bidder shall state the price, in numerals, for which he proposes to do the work contemplated or furnish the materials required. Such prices shall be written in ink, distinctly and legibly, or typewritten. If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If a proposal is submitted by a firm, association, or partnership, the name and address of each member must be given and the proposal signed by a member of the firm, association or partnership, or person duly authorized. If the proposal is submitted by a company or corporation, the company or corporate name and business address must be given, and the proposal signed by an official or duly authorized agent. Powers of attorney authorizing agents or others to sign proposal must be properly certified and must be in writing and submitted with the proposal. The proposal shall be executed in ink.

Each proposal shall be enclosed in a sealed envelope, addressed as specified in the Notice to Contractors, and endorsed on the outside of the envelope in the following manner:

- a. Bidder's name.
- b. Proposal for "Rehabilitation of the 750,000 Gallon Galvanized Ground Storage Tank."

Bid proposal may be withdrawn and resubmitted at any time prior to the time set for opening of the bids, but no proposal may be withdrawn or altered after the opening of the bids.

SC.12 QUALIFICATION OF LOW BIDDER

Prior to award of contract, the bidder shall submit such evidence as the Owner may require to establish the bidder's qualifications to satisfactorily perform the work included in this project. Information that may be required shall include (1) the bidder's current financial statement including amount of funds readily available to commence and carry out the work, (2) a list of equipment available for this project, (3) a list of projects that of the same general type as included in this contract, together with the names, addresses and phone numbers of persons familiar with this work, and (4) other information that may be pertinent to the bidder's qualifications.

Should the bidder fail to promptly produce evidence satisfactory to the Owner on any of the foregoing points, he may be disqualified and the work awarded to the next bidder so qualifying.

SC.13 AWARD OF CONTRACT

It is the intention of the Owner to award a contract on the basis of the lowest acceptable bid submitted by a qualified bidder as determined by the Owner. The right is reserved, as the interest of the Owner may require, to reject any and all bids and to waive any informality in bids received.

The City of Bellmead will notify the successful bidder, in writing, within sixty (60) days of the date of receiving bids, of its acceptance of his proposal. The Contractor shall complete the execution of the required Bond and Contract within ten (10) days of such notice.

SC.14 SEQUENCE OF CONSTRUCTION

The time allotted for completion of this project is described under Section SC.16 of these Special Conditions.

Prior to beginning construction on this project, the Contractor shall prepare a written construction sequence and schedule for review by the Engineer and approval by the Owner. This construction sequence and schedule shall be followed by the Contractor unless changes are approved by the Owner.

No partial payment estimates will be issued until the Sequence and Schedule of Construction has been approved.

SC.15 TIME ALLOTTED FOR COMPLETION AND NOTICE TO PROCEED

The rehabilitation of the 750,000 Gallon Galvanized Ground Storage Tank shall be substantially completed within 60 calendar days and final completion within 60 calendar days of the issuance of the Notice to Proceed. The Notice to Proceed shall consist of a written request by the city Engineer for the Contractor to proceed with the construction of the project.

SC.16 PRECONSTRUCTION CONFERENCE

After award of bid and prior to beginning construction, a conference will be held with representatives of the Contractor, Owner, Engineer, and the affected Utility Companies to discuss schedules and utility conflicts in the project. The purpose is to establish lines of communication between the parties involved. The time and place for the Preconstruction Conference shall be determined at the time of Bid Award.

SC.17 CONSTRUCTION IN PUBLIC ROADS AND PRIVATE DRIVES

No public or private road shall be entirely closed overnight. It shall be the responsibility of the Contractor to build and maintain all weather bypasses and detours, if necessary, and to properly light, barricade, and mark all bypasses and detours that might be required on and across the roads involved in the work included in this contract.

The Contractor shall be responsible for repair and maintenance of all roadways damaged as a result of the construction of this project for a period of one year after completion or acceptance of the work. Within this period of one year time, if it becomes necessary for the Owner to make such repairs, the Contractor shall reimburse the Owner for the cost of such repairs.

SC.18 REFERENCE SPECIFICATIONS

Where reference is made in these specifications to specifications compiled by others, such reference is made for expediency and standardization from the material supplier's point of view, and such specifications referred to are hereby made a part of these specifications.

SC.19 EXTENSION OF TIME

Contractor agrees he has submitted his proposal in full recognition of the time required for the completion of this project, taking into consideration the average climatic range and material manufacturing conditions prevailing in this locality, and has considered the liquidated damage provision herein, and that he shall not be entitled to, nor will he request, an extension of time on this contract, except when his work has been delayed by an act or neglect of the Owner, employees or representatives of the Owner, or other contractors employed by the Owner, or by changes ordered in the work, or reductions thereto in writing. The Contractor may apply in writing for an extension of time, submitting therewith all written justification as may be required by the Engineer for such an extension as requested by Contractor. The Engineer, within ten (10) days after receipt of a written request for an extension of time by the Contractor, which is supported by all requested documentation, shall decide if an extension of time shall be allowed.

SC.20 LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR

The Contractor agrees that time is of the essence on this contract and that the Owner will be damaged as a result of any delay beyond the date agreed upon in the completion of all items of work herein specified and contracted for. The parties understand and agree that the actual damages will be sustained by the Owner because of such delay will be uncertain and difficult of ascertainment and it is further agreed that a reasonable estimate of the actual amount of such damages in light of the facts known to the parties at the time of execution of this contract will be five hundred dollars (\$500.00) per day.

It is therefore agreed that the Owner may withhold permanently from the Contractor's total compensation, the total sum of \$500.00 per day as liquidated damages for delay for each day of delaying completion beyond the date agreed upon for completion of the items of work herein specified and contracted for (after due allowance for such extension of time as is provided for in the General Conditions of Agreement and in Paragraph SC.20).

SC.21 DAMAGES

Article 3.08 of the General Conditions of Agreement is hereby voided and replaced with the following:

In the event the Contractor is damaged in the course of the completion of the work by the neglect, or default of the Owner, or representative of the Owner, or of any other Contractor employed by the Owner upon the work, thereby causing loss to the Contractor, the Owner agrees that he will reimburse the Contractor for such loss. In the event the Owner is damaged in the course of the work by the act, negligence, omission, mistake or default of the Contractor, or should the Contractor unreasonably delay the progress of the work being done by others on the job so as to cause loss for which the Owner becomes liable, then the Contractor shall reimburse the Owner for such loss.

SC.22 OBJECTIONS AND TIME OF FILING CLAIMS

In Paragraph 6.04 of the General Conditions, add the following after the first sentence:

“Failure to file such an objection during such period shall constitute waiver thereof and consent to the decision rendered by the Engineer.”

Also, delete the third sentence, which deals with arbitration.

Also, in Paragraph 2.05 of the General Conditions, delete the last clause dealing with arbitration and insert:

“Failure to file such an objection during such period shall constitute waiver thereof and consent to the decision rendered by the Engineer.”

SC.23 MEDIATION

Article 6.05 of the General Conditions of Agreement is hereby voided and replaced with the following:

In an effort to resolve any conflicts that arise during the construction of the Project or following the completion of the Project, the Owner and the Contractor agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Owner and Contractor further agree to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

SC.24 FEES AND ROYALTIES

All fees or royalties for any patented invention, process, article, or arrangement in any manner connected with the work, or with these specifications, shall be included in the price stated in the proposal.

SC.25

INDEMNITY

Contractor agrees to and shall indemnify and hold harmless Owner, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the work done by Contractor under this contract, regardless of whether such injuries, death or damages are caused in whole or in part by the negligence of the City of Bellmead.

Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes and discharges Owner, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, person (whether they be third persons, contractor, or employees of either the parties hereto) and any loss of or damage to property (whether the same be that of either of the parties hereto or of third parties) caused by or alleged to be caused by, arising out of, or in connection with Contractor's work to be performed hereunder whether or not said claims, demands and causes of action in whole or in part are covered by insurance regardless of whether such loss, damage, or injury was caused by Owner. Owner, by this agreement does not give consent to litigation.

SC.26

LAWS TO BE OBSERVED

The Contractor shall, at his own expense, do those things necessary for the procurement of and shall procure all permits, certificates and licenses required of him by the law or governmental regulation for the performance of his work. He shall comply with all federal, state and local laws, ordinances or rules and regulations relating to the performance of his work. In addition to all other laws, ordinances and rules and regulations, these shall include any such laws, ordinances or rules and regulations relating to noise from the Contractor's operations.

SC.27

STATE AND CITY SALES TAXES

This contract is issued by an organization which qualifies for exemption provisions pursuant to Provisions of the Texas Tax Code. Sections 151.301, 151.307, 151.309 and 151.311. The Contractor must obtain a limited sales excise and use tax permit or exemption certificate which shall enable him to buy the materials to be incorporated into the work without paying the tax at the time of purchase.

SC.28

ANTITRUST

The Contractor hereby assigns to the Owner any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq, (1973).

SC.29

GUARANTY AGAINST DEFECTIVE WORK

The Contract shall indemnify the Owner against any repairs which may become necessary to any part of the work performed under each contract, arising from defective workmanship or material used therein, for a period of one (1) year from the date of final acceptance of the work, unless the technical specifications provide for another period.

Neither the Certificate of Acceptance nor any provision in the Contract Documents, nor partial or entire use, or occupancy of the premise by the Owner will constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials.

SC.30

INSURANCE

Satisfactory certificates of insurance for all coverage listed herein shall be filed with the Owner prior to starting any construction work on this contract. Insurance shall include the Owner, the Engineer and the State of Texas as additional insured parties.

Workmen's Compensation and Employer's Liability

This insurance shall protect Contractor against all claims under applicable state workmen's compensation laws. Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" endorsement.

The liability limits shall not be less than:

Workmen's Compensation	Statutory
Employer's Liability	\$100,000 each occurrence

Comprehensive Automobile Liability

This insurance shall be written in comprehensive form and shall protect Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$250,000 each person \$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$100,000 each occurrence \$100,000 aggregate

Comprehensive General Liability

This insurance shall be written in comprehensive form and shall protect Contractor and additional insured parties against all claims arising out of any act or omission of the Contractor or his agents, employees or subcontractors.

The liability limits shall be not less than:

Bodily Injury	\$500,000 each person \$500,000 each occurrence \$500,000 aggregate
Property Damage	\$100,000 each occurrence \$100,000 aggregate

Excess Liability Insurance

The Contractor shall obtain, pay for and maintain a policy during the contract term, insuring Contractor for an amount of not less than \$1,000,000 combined single limit bodily injury and property damage liability insurance, including death, in excess of the primary coverage required hereinabove. The Owner and the Engineer shall be named as additional insureds.

The Contractor shall furnish a Certificate of Insurance for the above coverage with a provision that the Owner will be notified by the insurance company ten (10) days prior to cancellation of the policy during the term of the contract, and if canceled, a new policy must be furnished prior to cancellation.

SC.31

PAYMENTS TO CONTRACTOR

Progress Payments

Article 5.04 of the General Conditions of Agreement, is hereby voided and replaced by the following:

The Contractor shall prepare a requisition for progress payment as of the 25th day of the month and submit to the Engineer. On or before the 10th day of each month, the Engineer will then verify quantities and prepare a statement showing as completely as practicable the total value of the work done by the Contractor up to and including the last day of the preceding month; said statement shall also include the invoice value of all sound materials delivered, and properly stored and protected, on the site of the work that are to be fabricated into the work.

The Owner shall then issue payment the Contractor on or before the 25th day of the current month the total amount of the approved statement. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, as a retainage and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit process contained in the agreement and adjusted by approved change orders. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be furnished to the Engineer.

The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payment shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

The five percent (5%) retainage of the progress payments otherwise due to the Contractor may not be reduced until the building of the project is substantially complete and a reduction in the retainage has been authorized by the Owner.

Withholding Payments

The Owner may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Owner and if so elects may also withhold amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

Separate Payment

Except as modified by Change Orders subsequent to execution of the Contract for this proposed work, no separate payment shall be made for work described in these Specifications or shown on the Plans. Total compensation to the Contractor shall be as set forth in the various Bid Items in the Proposal and Bid Schedule.

The Owner, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems the same necessary in order to protect the Owner's interests. The Owner, however, may if it deems such action advisable make payment in part or in full to such Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impart the obligations of any surety or sureties furnished under this Contract.

Withholding of any amount due the Owner, under general and/or special conditions regarding "Liquidated Damages," shall be deducted from the final payment due the Contractor.

All sentences of Article 5.07 of the General Conditions shall remain and govern the contract as stipulated.

SC.32

WAGE RATES

All employees of the Contractor on the work to be performed under this contract shall be paid the prevailing wage scale in this locality for work of similar character, and in no event

less than the rates shown in the schedule of minimum wage rates furnished in these Special Conditions.

SC.33

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor shall take affirmative action to insure that applicants are employed, that employees are treated during employment without regard to their race, color, sex, religion, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees or applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, national origin or age.
- (c) The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor shall include the provisions of this section in all subcontracts pertaining to the work.

SC.34

SUPERINTENDENCE BY CONTRACTOR

The Contractor shall have on the project at all times, as his agent, a competent Superintendent capable of reading and of thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to execute orders or directions and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendence shall be furnished regardless of the amount of the work subcontracted.

SC.35

INSPECTION

The word "Inspection" or other forms of the word, as used in the contract documents for this project shall be understood as meaning the Engineer will observe and check the construction in sufficient detail to satisfy himself that the work is proceeding in general accordance with the contract documents, but he will not be a guarantor of the Contractor's performance.

SC.36

SHOP DRAWINGS

Contractor shall submit shop drawings in accordance with the following:

All shop drawings submitted by subcontractors for review by the Owner shall be sent directly to the Contractor for checking. The Contractor shall be responsible for their submission at the proper time so as to prevent delays in delivery of materials.

The Contractor shall review all subcontractor's shop drawings regarding measurements, size of members, materials, and details to satisfy himself that they conform to the intent of the Drawings and Specifications. Shop drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors for correction before submission thereof.

All details on shop drawings submitted for review shall show clearly the relation of the various parts to the main members and lines of the structure, and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the drawings before being submitted for review.

The review of shop drawings, samples or product data by the Engineer shall not relieve the Contractor from his/her responsibility with regard to the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the Contractor and the Engineer will have no responsibility therefor.

No portion of the work requiring a shop drawing, sample, or product data shall be started nor shall any materials be fabricated or installed prior to the review of such item. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to reviewed shop drawings and data shall be at the Contractor's risk. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.

When the shop drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

Coordination of Submittal Times: Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work sections, of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities. No extension of time will be authorized because of the Contractor's failure to transmit submittals sufficiently in advance of the Work.

Shop Drawings may be submitted to the Project Engineer in digital format. Each shop drawing shall be legible and submitted in a format no larger than 11" x 17". The submission is also applicable to the Trench Safety Plan, the Traffic Control Plan and the Storm Water Pollution Prevention Plan as well.

SC.37

TRADE NAMES AND MATERIALS

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against any equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent," "proper," or "equal to" are used, they

shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing. Unless otherwise specified all materials shall be of the best of their respective kinds, shall be in all cases fully equal to approved samples and shall never have been used for any temporary purpose whatsoever. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process specifically designated shall be used, unless a substitute shall be approved in writing before installation.

SC.38 TESTING OF MATERIALS

Testing and control of construction materials and methods used in the work shall be done by an approved local commercial laboratory employed and paid directly by the Owner, or other approved personnel employed by the Owner. Where a commercial laboratory is used, all representative testing caused by test failure will be accomplished at the Contractor's expense plus 10%.

SC.39 COORDINATION WITH OTHERS

In the event other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of other contractors.

SC.40 EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the Contractor shall replace or pay for replacement of the utilities or service lines with the same type of original construction, or better, at his own cost and expense.

SC.41 EXISTING STRUCTURES

The plans show the location of all known surface and subsurface structures. However, the Owner assumes no responsibility for failure to show any or all of these structures on the plans, or to show them in their exact locations. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or require the building of special work, provisions for which are not made in these plans and proposal, in which case the provisions in these specifications for extra work shall apply.

SC.42 CONNECTIONS TO EXISTING FACILITIES

Connections to existing facilities which are in service shall be thoroughly planned in advance, and all required equipment, materials and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously (around the clock if necessary) to complete connections in the minimum time. Operations of valves or other appurtenances on existing utilities, when required, shall be by or under direct supervision of the Owner.

The Contractor should anticipate that the length of time for various connections, disconnections and modifications will be minimal. Also, the time of day when connections and disconnections may be accomplished will generally be during periods of low flow. The Contractor should plan his construction sequence and schedule accordingly.

SC.43 PROPERTY LINES AND MONUMENTS

The Contractor shall protect all property corner markers, and when any such markers or monuments are in danger of being disturbed they shall be properly referenced and if disturbed shall be reset at the expense of the Contractor.

SC.44 USE OF EXPLOSIVES

Use of explosives will not be allowed.

SC.45 LINES AND GRADES

All work under this Contract shall be constructed with the lines and grades shown on the Plans or as given by the Engineer. The full responsibility for holding to alignment and grade shall rest upon the Contractor.

The Engineer will provide offset construction staking once for the project.

The Contractor shall stockpile excavation and other materials as to cause no inconvenience in the use of the lines and grades given. The Contractor shall remove any obstruction created by him contrary to this provision.

The Contractor shall safeguard all control points and bench marks established on the site by the Engineer, shall bear the cost of re-establishing same, if disturbed, and shall assume the entire expense of rectifying work improperly constructed due to failure to maintain and protect such established control points and bench marks.

SC.46 ACCESS TO PROJECT SITE AND RIGHT-OF-WAY

The Contractor shall provide at its expense all improvements and make suitable provisions for ingress and egress. The Contractor also shall provide at its expense necessary all weather access roads to the project location as required for transporting equipment and materials.

If additional area is needed by the Contractor, it shall be the responsibility of the Contractor to make all necessary arrangements and pay all costs associated with the acquisition and utilization of such area.

Specific right-of-way easement arrangements between the Owner and property owners include restrictions that may affect the Contractor's construction operations. These restrictions are summarized on a sheet included in the plans.

SC.47 BARRICADES, LIGHTS AND WATCHMEN

The Contractor shall, at his own cost and expense, furnish and erect such barricades, fences, lights and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of work as are necessary. There shall be no open trenches not properly barricaded at the end of each workday. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain sufficient lights at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

The Contractor will be held responsible for all damage due to failure of barricades, signs, lights and watchmen. The Contractor's responsibility for the maintenance of barricades, signs and lights, and for providing watchmen shall not cease until the project has been accepted by the Owner.

SC.48 PROTECTION OF TREES AND LANDSCAPING

No trees or landscaping shall be removed or cut without the Owner's approval except those that provide direct interference with the installation of the utility line within the permanent and temporary easements. The Contractor shall use proper caution to minimize removal of trees within the temporary easement. Trees adjacent to the permanent and temporary easements, but not interfering with the work, shall be protected from damage by the construction operations.

SC.49 LIGHTS AND POWER

The Contractor shall provide, at his own expense, temporary lighting and power facilities required for the proper prosecution of the work.

SC.50 WATER FOR CONSTRUCTION AND TESTING

The Contractor shall make the necessary arrangements for securing and transporting all water required in the construction.

SC.51 TRENCH SAFETY SYSTEM

Contractor shall provide a trench safety system which conforms to OSHA Standards. The trench safety system shall meet all the requirements of Trench Safety Requirements Section of the Technical Specifications.

SC.52 TOOLS AND ACCESSORIES

The Contractor shall, unless otherwise stated in the specifications, furnish with each type, kind or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Ordinary mechanic's tools are not considered special tools. Such special tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.

Each piece of equipment shall be provided with a substantial name plate, securely fastened in place and clearly inscribed with the manufacturer's name, year or manufacture, and principal rating data.

SC.53 PROJECT MAINTENANCE

The Contractor shall maintain, and keep in good repair, the improvements covered by these plans and specifications during life of this contract.

SC.54 FENCES, IMPROVEMENTS AND DRAINAGE CHANNELS

Fencing and gates removed to permit construction shall be replaced in the same location and left in a condition as good as, or better, than that in which they were found. Fences to be removed and not replaced are noted on the plans.

Where surface drainage channels, storm sewers, or drainage structures are disturbed or altered during construction, they shall be restored to their original condition as soon as possible.

SC.55 DISPOSAL OF WASTE AND SURPLUS EXCAVATION

All trees, stumps, slashings, brush or other debris removed from the site as a preliminary to the construction shall be chipped or removed from the property. No burning will be allowed. No trash, debris or refuse from construction shall exist on the ground.

All excavated earth in excess of that required for backfilling shall be disposed of in a satisfactory manner in locations approved by the Owner.

SC.56 CLEANUP

The Contractor shall at all times keep the job site as free from all material, debris and rubbish as is practical and shall remove same from any portion of the job site as construction of that portion is completed.

Upon completion of the work, the Contractor shall remove from the site all plant, materials, tools and equipment belonging to him and leave the site with an acceptable appearance. The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment in a bright, clean, polished and new-appearing condition.

SC.57 ARCHEOLOGICAL DISCOVERIES

No activity which may affect a State Archeological Landmark is authorized until the Owner has complied with the provisions of the Antiquities Code of Texas. The Owner has previously coordinated with the appropriate agencies and impacts to known cultural or archeological deposits have been avoided or mitigated. However, the Contractor may encounter unanticipated cultural or archeological deposits during construction.

If archeological sites or historic structures are discovered after construction operations are begun, the Contractor shall immediately cease operations in that particular area and notify

the Owner, and the Texas Historical Commission, (512-463-6096). The Contractor shall take reasonable steps to protect and preserve the discoveries until they have been inspected by the Owner. The Owner will promptly coordinate with the Texas Historical Commission and any other appropriate agencies to obtain any necessary approvals or permits to enable the work to continue. The Contractor shall not resume work in the area of the discovery until authorized to do so by the Owner.

Compensation to the Contractor, if any, for lost time or changes in construction resulting from the find, shall be determined in accordance with changed or extra work provisions of the Contract Documents.

SC.58 SERVICE OF MANUFACTURER'S REPRESENTATIVE

The contract price for the project shall include the cost of furnishing competent and experienced representatives from the manufacturers involved. Such representatives shall assist the Contractor, when required, to install, adjust, and test the equipment in conformity with the contract documents. After the equipment is placed in permanent operation by the City of Bellmead, such representatives shall make all adjustments and tests as specified or required to comply with the contract documents, and shall instruct the Owner in the operation and maintenance of the equipment.

SC.59 FINAL FIELD TESTS

Upon completion of the work and prior to final payment, all items installed under this contract shall be subject to acceptance tests as specified or required to provide compliance with the contract documents.

SC.60 AS-BUILT (RECORD DRAWINGS) DIMENSIONS AND DRAWINGS

Contractor shall make appropriate daily measurements of work constructed and keep accurate records of location (horizontal and vertical) of all constructed work.

Upon completion of the project, the Contractor shall furnish the Owner with one set of direct prints, marked with red pencil, to show as-built dimensions and locations of all work constructed. As a minimum, the final drawings shall include the following:

- (1) Horizontal and vertical locations of work.
- (2) Changes in material and dimensions due to substitutions.
- (3) Deletions, additions, and changes to scope of work.
- (4) Any other changes made.

This set of marked up prints shall be incorporated into record drawings prepared by the Engineer.

Final payment will not be made until such drawings are provided to the Engineer.

Payment for the preparation of record drawings will be made to the Contractor as shown in the Bid Schedule.

"General Decision Number: TX20230007 01/06/2023

Superseded General Decision Number: TX20220007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

Roller, Asphalt.....\$ 12.78 **
 Roller, Other.....\$ 10.50 **
 Scraper.....\$ 12.27 **
 Spreader Box.....\$ 14.04 **
 Trenching Machine, Heavy....\$ 18.48

Servicer.....\$ 14.51 **

Steel Worker

Reinforcing.....\$ 14.00 **
 Structural.....\$ 19.29

TRAFFIC SIGNALIZATION:

Traffic Signal Installation

Traffic Signal/Light Pole
 Worker.....\$ 16.00 **

TRUCK DRIVER

Lowboy-Float.....\$ 15.66 **
 Off Road Hauler.....\$ 11.88 **
 Single Axle.....\$ 11.79 **
 Single or Tandem Axle Dump
 Truck.....\$ 11.68 **
 Tandem Axle Tractor w/Semi
 Trailer.....\$ 12.81 **

WELDER.....\$ 15.97 **

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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 ** Workers in this classification may be entitled to a higher
 minimum wage under Executive Order 14026 (\$16.20) or 13658
 (\$12.15). Please see the Note at the top of the wage
 determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any
 solicitation was issued) on or after January 1, 2017. If this
 contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours
 they work, up to 56 hours of paid sick leave each year.
 Employees must be permitted to use paid sick leave for their
 own illness, injury or other health-related needs, including
 preventive care; to assist a family member (or person who is
 like family to the employee) who is ill, injured, or has other
 health-related needs, including preventive care; or for reasons
 resulting from, or to assist a family member (or person who is
 like family to the employee) who is a victim of, domestic
 violence, sexual assault, or stalking. Additional information
 on contractor requirements and worker protections under the EO
 is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses
 (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

TECHNICAL SPECIFICATIONS
750,000 Gallon Bolted Galvanized Ground Storage
Tank Rehabilitation

PART 1 - GENERAL

1.01 SCOPE

- A. This specification covers the minimum requirements for design, selection of materials, fabrication, repairs, inspection, testing, cleaning and coating of a bolted galvanized ground storage tank and is intended to supplement the minimum requirements of the applicable codes. This contract involves the corrosion related welding repairs/modifications to the liquid level gauge, overflow discharge height, general repairs and complete coating removal and re-application of the interior and exterior surfaces on the 750,000-gallon bolted galvanized ground storage tank known as the Bellmead Ground Storage Tank constructed in 2010 and operated by the City of Bellmead. The Contractor shall be responsible for all labor, materials and equipment necessary for the repairs, painting and disinfection of the interior tank surfaces. The work of this section includes the sediment removal, cleaning, repairs, appurtenance modifications, surface preparation and coating of all interior surfaces. It is the intent of these specifications that the Contractor shall perform the work on this tank in accordance with the following codes and specifications with emphasis on Execution under Part 3.02.

See Part 3.12, for a more complete listing and description of work and requirements for opening all shell and roof manholes and replacement of gaskets, bolts, nuts and washers.

- B. The term “interior surfaces” shall refer to the inside of the tank proper, and all appurtenances located inside the tank (i.e., ladders, etc.) to include the interior side of all manholes, hatches, connections, interface of rafter to roof, etc.
- C. The term “exterior surfaces” shall refer to the outside of the tank proper and all appurtenances located outside of the tank including, valves, piping that are attached and next to the tank existing above grade.
- D. The term “roof” shall refer to the roof plate, roof structure and all related appurtenances comprising of the existing roof.
- E. The paints and painting products used for this project shall be manufactured by the Tnemec Corporation only. No other painting manufacturers will be allowed for use on this project. The contractor shall make arrangements for the Tnemec representative to attend the pre-construction conference.

1.02 PRE-CONSTRUCTION CONFERENCE

- A. City of Bellmead (owner) and Kasberg, Patrick & Associates, (engineer) will arrange a meeting to be held before work begins. The meeting will be held on-site with the following representatives present: 1) General CONTRACTOR and the CONTRACTOR’S SUPERINTENDENT who will be on the job, 2) OWNER,

including Project Managers, and Inspectors and ENGINEER. At this meeting the Specifications and CONTRACTORS work schedule will be reviewed in detail. It is the responsibility of the CONTRACTOR to notify his paint representative, subcontractor, superintendent and other parties listed. Owner/Engineer will set up the meeting date and time.

1.03 SPECIFICATIONS AND STANDARDS

- A.** Without limiting the general aspects of other requirements of these specifications, all work on the water storage tank shall fully conform to the requirements of the latest published editions of the following Standard Specifications.
- AWWA D103 - Standard for Factory-Coated Bolted Steel Tanks for Water Storage
 - AWWA D102 - Standard for Painting Steel Water Storage Tanks
 - AWWA C652 - Standard for Disinfection of Water Storage Facilities
 - AWWA M42 – Manual of Steel Water Storage Tanks
 - AWS D1.1 - Structural Steel Welding Code
 - ASME Section IX - Boiler and Pressure Vessel Code
 - NACE International - National Association of Corrosion Engineers
 - SSPC - Steel Structures Painting Council
 - ASTM - American Society for Testing and Materials
 - NSF - National Sanitary Foundation
 - OSHA – Occupational Safety and Health Administration
 - TCEQ – Texas Commission on Environmental Quality
 - CFR – Code of Federal Regulations
 - TAC – Texas Administrative Code
 - EPA – U.S. Environmental Protection Agency
 - ANSI – American National Standards Institute
- B.** The Engineer's and Inspector's decision shall be final as the interpretation and/or conflict between any of the referenced specifications and standards contained herein.

1.04 CONTRACTOR

- A.** The Contractor shall be a specialist in the painting and rehabilitation of water storage tanks and have a minimum of seven (7) years' experience and successful history of working on similar water storage tank projects. The contractor shall have experience with coatings removal and the application of similar internal coatings. Such experience must have been on a minimum of five (5) projects in the State of Texas, completed during the existence of business under the current company name and original ownership. The Contractor must be able to demonstrate experience through the submittal of a project portfolio that successfully documents the completion of the coating's rehabilitation of at least five (5) Bolted Ground Storage Water and or Standpipe Tanks on a minimum size of 100,000-gallons. The Contractor shall not subcontract the coatings rehabilitation tasks but may hire a subcontractor to perform welding, minor tank modification/repairs, pipe.

- B.** The Contractor shall submit with his bid the following information. No bid will be considered unless this information is provided with the proposal.
- A list of five (5) Bolted Ground Storage and or Standpipe Tanks, 100,000-gallons or larger for potable water service that have been rehabilitated within the past five years, including the Owner’s name, tank storage capacity, name of the Project Engineer and Inspector.
 - A Preliminary Schedule that meets the Owner’s needs and timeline for the completion date based on the 60-day contract.
 - A Valid Contingency Plan if delays occur and the ability to execute the plan.
 - A written statement by the coating’s manufacturer stating that the Contractor is familiar with the materials specified and has workers capable of performing the work specified herein.
- C.** 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 AWWA D103, AWWA D102 and SSPC-PA1, “Shop, Field and Maintenance Painting”. The contractor shall meet the requirements of the Bidder Qualifications.
- D.** The Contractor is responsible for all claims for welding and paint damage during the progress of the tank rehabilitation and is especially forewarned of this responsibility so that he may exert all possible precaution and care for protection of property which includes the existing Ground Storage Tank and facility while under rehabilitation.
- E.** The Contractor shall protect the public from harm caused by the Contractor’s actions and performance of the work. Prior to the start of work or mobilization on site, the Contractor shall submit a site-specific Public Safety Plan based on the Contractor’s selected work methods. The plan shall include necessary plans and measures to protect the general public from harm. Safety signs, warning signs, protective barriers and safety warning devices for daylight and nighttime protection shall be installed.
- F.** When not working on the tank or site (such as during the evening, weekends, holidays, or bad weather days), the Contractor shall secure all openings in the tank, the exterior ladder and access or rigging devices. The Contractor shall lock the site fencing, equipment and supply storage containers. The Contractor shall be solely responsible for the security of the site, tank, equipment and supplies during working and non-working hours.

1.05 QUALITY ASSURANCE

- A. General:** Quality assurance procedures and practices shall be utilized to monitor all phases of erection, welding surface preparation, application and inspection throughout the duration of the project. Procedures or practices not specifically defined herein may be utilized provided they meet recognized and accepted professional standards and are approved by the Engineer and Owner’s Inspector.

All work in both shop and field shall conform to all current applicable requirements of the ANSI/AWWA D103 (“AWWA Standard for Factory Coated Bolted Steel

Tanks for Water Storage”) and ANSI/AWWA D102 (“AWWA Standard for Coating Steel Water-Storage Tanks”). The completed tank structure shall also comply with the latest requirements of the Occupational Safety and Health Act. All members shall be designed to safely withstand the maximum stress to which they may be subjected during erection and operation. All welding shall conform to the latest version of AWWA D-100. The Contractor shall submit a list of all welders and provide a copy of current welding certifications for each welder prior to beginning construction. All welders shall be qualified in accordance with the current ASME, Section IX or AWS D1.1 (tests as described in AWS B2.1) to the procedures and processes required to accomplish the work.

A form for recording the daily activities of the contractor not limited to roof modifications, surface preparation and coatings application shall be provided by the contractor and submitted at the beginning of the job for approval by the City’s Inspector. The information required on the form is listed under Part 3.10 of this specification.

Each day during the surface preparation and coatings activities the air temperature, steel surface temperature, humidity and dew point shall be measured, and recorded by the Contractor prior to beginning of blasting and prior to application of coating daily. Atmospheric conditions shall be measured and recorded at least every 3 hours and when climatic conditions begin to change. All environmental readings shall be recorded and placed in a file located on the job site and made available for daily owner review. This file shall be turned over to the Owner’s Inspector at the end of the job.

Surface temperature shall be measured by using approved thermometers. Temperature of both the sunny side and shady side of the reservoir shall be recorded periodically each day. The dew point shall be measured and recorded at least every 3 hours by use of a digital or sling Psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometric Tables. The reservoir surface temperatures, relative humidity, dry bulb, wet bulb and dew point temperatures both interior and exterior (as appropriate) are to be recorded.

- B. Surface Preparation:** Surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces: SSPC-Vis 1-02, SSPC-Vis 3-04 and SSPC-Vis 4-01, ASTM Designation D2200-17, "Standard Methods of Evaluating Degree of Rusting on Painted Surfaces”, ASTM D 4417-14, Method A and/or Method C, “Standard Test Method for Field Measurement of Surface Profile of Blast Cleaned Steel” or NACE SP0287-16, “Field Measurement of Surface Profile of Abrasive Blast-Cleaned Steel Surfaces Using Replica Tape” NACE SP0178-07, “Design, Fabrication, and Surface Finish Practices for Tanks and Vessels to Be Lined for Immersion Service”, along with the Visual Comparator, shall be used to verify the surface preparation of welds. In all cases the written standard shall take precedence over the visual standard. In addition, See special section 3.03 Surface Preparation.
- C. Application:** 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 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 hours after application of coating, 5) the relative humidity is above 85% and/or surface temperature will exceed the recommended temperatures within six 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.

- D. Thickness and Holiday Checking:** Thickness of coatings and paint shall be checked with a non-destructive, magnetic-type thickness gauge, as per SSPC-PA 2 “Measurement of Dry Film Thickness with Magnetic Gages”. References in PA 2, which allow 80% of the minimum thickness specified, are not acceptable. The integrity of all interior coated surfaces may be checked with a low voltage holiday detector in accordance with NACE Standard SP0188. Destructive holiday detector shall not 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. All pinholes and/or holidays shall be marked and repaired in accordance with the manufacturer's printed recommendations and retested. The CONTRACTOR shall perform the holiday testing under the supervision of the INSPECTOR. All touched up pinholes and re-coated areas shall cure for a minimum of seven (7) days prior to re-testing for holidays. No pinholes, holidays or other irregularities will be permitted in the final coating.
- E. Inspection Devices:** The contractor 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 Contractor shall also furnish U.S. Department 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 Engineer's use at all times until final acceptance of application. Holiday detection devices shall be operated in the presence of the Owner's Representative.
- F. Inspection:** Owner will retain the services of HOT Inspection Services, Inc., an independent Engineering Technician, AWS Certified Welding Inspector and NACE Certified Coating Inspector for construction observations and quality conformance inspections during the project duration. The observation/inspection process of the welding techniques, preparation of steel, and coatings applications will help assure quality control and specification compliance. Contractor is responsible for providing access to tank, communicating work progress, and coordinating inspection services with Owner's independent consultant. The inspection company shall report to the engineer. The inspector shall communicate directly with the CONTRACTOR'S SUPERINTENDENT. Final inspections shall be performed in the presence of the ENGINEER, OWNER and/or INSPECTOR

and the CONTRACTORS SUPERINTENDENT. All materials and equipment used in the accomplishment of testing are subject to inspection at any time by the ENGINEER, OWNER and/or INSPECTOR.

The CONTRACTOR shall not move or remove scaffolding, ladders or other fixtures necessary to provide proper inspection until such work has been inspected and approved by the INSPECTOR and/or the ENGINEER/OWNER.

Inspection for this project shall consist of 'hold point' inspections. The owner's inspector shall inspect the surface prior to abrasive blasting, after abrasive blasting but prior to application of coating materials, and between subsequent coats of material. Final inspection shall take place after all coatings are applied, but prior to placing the tank in service. The interior coating shall be allowed to cure for a minimum of 7 days prior to inspection. Contractor will ensure that sufficient rigging is in place so that the Engineer/OWNER or his representative shall be able to safely conduct the required inspections. Irregularities due to poor workmanship will be corrected by the CONTRACTOR at his expense. **Re-inspection fees charged by the INSPECTOR will be the responsibility of the CONTRACTOR.** The Owner and Engineer reserve the right to require this correction at any time during construction or at final inspection.

- G. First Anniversary Inspection:** The First Anniversary Inspection as described in Section 5.2 of AWWA D102-17 shall apply. The Inspection shall be scheduled during the eleventh month following acceptance of all coating and painting work. All defective work shall be repaired in accordance with this specification, AWWA D102, unless otherwise specified here within. All defective work shall be repaired to the satisfaction of the Engineer and/or Owner. The Contractor's Performance Bond or separate Maintenance Bond shall be in force until after remedial work is performed. The Contractor shall warranty all repair work for one year.

Interior surfaces of the reservoir shall be inspected within 12 months after the reservoir work has been accepted and placed in service. If an inspection date has not been established within 13 months after the reservoir has been placed in service, the anniversary inspection shall be considered waived, except in the event the OWNER is unable to remove the reservoir from service due to extremely long dry climate conditions or otherwise adverse weather conditions or due to unexpected breakdowns in the OWNER's distribution system. The date of anniversary inspection may be extended for a period of time not to exceed twenty-four (24) months beyond the date of final completion and acceptance of the work.

If failures in any portion of the reservoir surface, exceed five (5) percent of that portion, as determined by the OWNER, then for that portion, the entire coating system shall be completely removed, re-coated and re-tested in accordance with the specifications herein. In the event any portion of the reservoir surface requires complete repair as provided herein, a second anniversary inspection shall be made unless the OWNER otherwise deems it not to be necessary. If subsequent anniversary inspections are to be made, time stipulations, coating removal, repair, re-testing and anniversary inspection requirements shall be the same as provided for in this specification.

The OWNER will isolate the reservoir from the distribution system and drain the reservoir. The CONTRACTOR shall open, clean out, high-pressure water wash and rinse the tank prior to anniversary inspection. After inspection of the tank is complete, the CONTRACTOR shall disinfect the reservoir and properly seal the tank prior to placing it into service, with no charge to the OWNER. Disinfection of the tank, after anniversary inspection, shall be as per disinfection procedures stated in Section 3.05 of this specification.

The CONTRACTOR shall provide suitable and adequate equipment including: lighting, ventilation, rigging, cable climbers, mirrors, inspection equipment, and sufficient man-power to clean, disinfect and move equipment and tools around the tank, etc., as may be necessary to facilitate complete inspection of all interior surfaces. The CONTRACTOR shall bear all costs of the anniversary inspection and shall incorporate such costs into his bid. This shall include the owner's 3rd party inspector's fees.

Any location, including but not limited to locations where a coating has peeled off, bubbled, blistered, chipped, or cracked, etc., or where pinholes and/or holidays are present and locations where rusting or corrosion is evident, will be considered a failure or defect of the coating system and shall be repaired as required. Repairs will be made at areas or locations where coating failures are found.

Methods of testing for coating failure which, may or may not be evident, shall include, but not be limited to, adhesion tests, film thickness measurement, holiday testing, etc. Testing may be non-destructive or destructive. The CONTRACTOR, at his expense, shall repair all areas where destructive tests are performed.

The anniversary repair work shall be completed within an agreed time period as determined by the OWNER and CONTRACTOR. All repairs shall be made as per the coating manufacturers written repair work instructions or that which is approved and acceptable to the OWNER and completed within ninety (90) calendar days of the anniversary inspection.

1.06 SAFETY AND HEALTH REQUIREMENTS

- A. **General:** 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 Contractor shall provide and require use of personal protective lifesaving equipment for persons working on or about the project site.
- B. **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.
- C. **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 that a hazard does not exist. Air circulation and exhausting of solvent vapors shall be continued until coatings have fully cured for immersion service. From the beginning of interior coating and until interior coating is complete, the CONTRACTOR shall monitor the air for its lower explosion limit (LEL). CONTRACTOR shall submit to the ENGINEER, for review and approval, the air monitors technical literature. The ENGINEER/OWNER and his representatives shall be allowed to check and inspect the monitor at any time.

- D. Sound Levels:** Whenever the occupational noise exposure exceeds maximum allowable sound levels, the Contractor shall provide and require the use of approved ear protection devices. Noise control of equipment during working and non-working hours shall be submitted to the ENGINEER/OWNER for review and approval. If excessive noise is noted by the OWNER or neighboring residents, the CONTRACTOR shall modify or replace the existing equipment to reduce the noise to an OWNER acceptable level. CONTRACTOR shall bear all costs for noise reduction and incorporate this cost and any others into their bid.
- E. Illumination:** Adequate illumination shall be provided while work is in progress, including explosion-proof lights and electrical equipment. Whenever required by the Engineer or Owner's Representative, the Contractor shall provide additional illumination and necessary supports to cover all areas to be inspected. The inspector shall determine the level of illumination for inspection purposes.
- F. Temporary Ladders and Scaffolding:** All temporary ladders and scaffolding shall conform to applicable safety requirements. They shall be erected where requested by the Inspector or Engineer to facilitate inspection and be moved by the Contractor to locations requested by the Engineer or Owner's Representative.
- G. The Contractor is required to submit the following upon selection:**
1. Safety Program in writing and schedule of regularly scheduled safety orientation meetings complying with OSHA.
 2. Detailed work schedule.
 3. Quality Control Program.
 4. Schedule of values in accordance with the contract scope of work.
 5. Any sub-contractors to be employed on the project such as scaffolding contractor and or welding contractor.
 6. Welder Qualification Records for each welder employed on project.
 7. Detailed drawing of containment rigging, attachments and shroud. Statement of wind load resistance to be considered during bad weather days.
 8. Tnemec coating system submittals in accordance with specifications.
 9. Contact names and phone numbers.
 10. List of inspection devices and equipment to be on site at all times.
- H. Air Monitoring:** Ambient Air Quality – 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 Texas Air Control Board, the Contractor shall provide additional monitoring as follows: Ambient Air Quality for Particulate Matter (40 CFR 50): Emissions in excess of 150 $\mu\text{g}/\text{m}^3$ of PM 10

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.

- I. **Environmental Regulations:** Compliance with local, state and federal regulations concerning emissions, transportation or disposal of solid, particulate, liquid, or gaseous matter as a result of the cleaning, painting, or other operations under this contract shall be the responsibility of the Contractor. Any fines or damages imposed on the Owner, Engineer, or Inspector/Field Observer by any regulatory agency or court as a result of the Contractor's noncompliance with environmental or nuisance regulations or any other applicable standard shall be paid for or reimbursed by the Contractor.

1.07 PRODUCT DELIVERY, STORAGE & HANDLING

- A. All materials shall be brought to the jobsite and identifiable by MTR's, certification reports and or batch numbers. The coatings shall be in the original sealed containers from the Manufacturer. Within 48 hours of coating delivery to the job site, the CONTRACTOR shall record the delivered material and the batch number stamped on each coating container and maintain the record in the daily log for examination by the INSPECTOR AND ENGINEER. Minimum information required will include: date of delivery to job site, name and signature of superintendent recording the data, list of certification reports, MTR's and batch number including corresponding coating identification, date of manufacture and volume of each container. They shall not be used until the INSPECTOR OR ENGINEER has inspected the contents. Manufacturer's Material Safety Data Sheets (MSDS) for all coating products used on the jobsite shall be submitted to the OWNER at the preconstruction conference or prior to commencing work. Materials exceeding storage life recommended by the manufacturer shall be rejected.
- B. 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.

PART 2 – COATING MATERIALS

2.01 ACCEPTABLE MANUFACTURERS

- A. The paints and paint products used for this project shall be manufactured by The Tnemec Corporation. No other paint manufacturer will be allowed for use on this project.

2.02 GENERAL REQUIREMENTS

- A. All materials shall be lead-free as defined by the Consumer Product Safety Act, Part 1303. Additionally, all materials shall be free of other heavy metals such as chrome, mercury and cadmium.

- B. All materials for the interior wetted portion of the tank shall meet the requirements of ANSI/NSF Standard 61 for potable water contact.
- C. No coating submitted or used on this project shall have a VOC (Volatile Organic Content) in excess of 340 grams/liter or 2.8 lbs./gal.

2.03 MATERIAL PREPARATION

- A. Mix and thin materials according to manufacturer's latest printed instructions.
- B. Do not use materials beyond manufacturer's recommended shelf life.
- C. Do not use mixed materials beyond manufacturer's recommended pot life.

2.04 COATING SYSTEM

A. Tank Interior Coating – 100% Polyurethane

1. **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.
2. **Surface Preparation:** SSPC-SP16 Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel Anchor profile shall be 3.5 to 5.0 mils as per ASTM D 4417, Method C or NACE Standard SPO287 is required. All bolted seams shall have the gasket material trimmed flush to the edge of the lap.
3. **Coating System:**

Finish Coat: Carboline – Reactamine 760 (0200 light tan) applied at 35-80 dry mils. Thin only as instructed in manufacturers data sheets.

Total dry film thickness on all bolted surfaces shall be a minimum of 60 mils and maximum 80 mils and a minimum of 25 mils and maximum of 35 mils on flat surfaces on the shell and roof per SSPC-PA 2 dry film inspection standards, with exception as noted in this specification.

PART 3 - EXECUTION

3.01 COATINGS

- A. All surface preparation, coating and painting shall conform to applicable standards of the Steel Structures Painting Council, NACE International and the manufacturer's printed instructions. Materials applied to the surface prior to the approval of the Engineer shall be removed and re-applied to the satisfaction of the Engineer at the expense of the contractor.

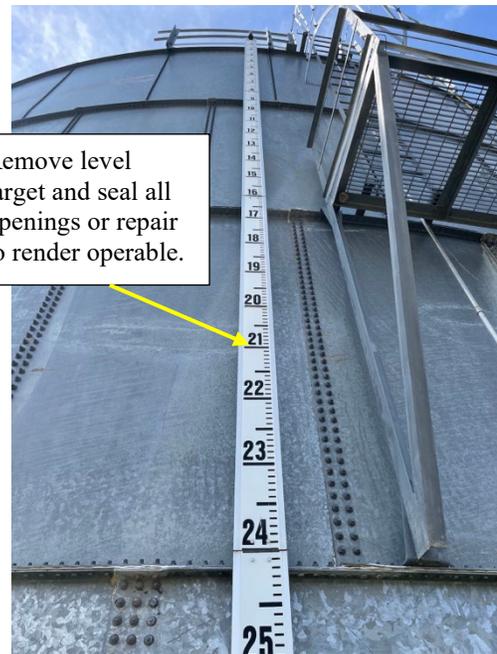
- B. All work shall be performed by skilled craftsmen qualified to perform the required work in a manner comparable with the best standards of practice. Continuity of personnel shall be coordinated with the Inspector.
- C. The Contractor shall provide a supervisor at the work site during cleaning and application operations. The supervisor shall have the authority to coordinate work and make decisions pertaining to the fulfillment of the contract.
- D. 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.
- E. Coating and painting systems include surface preparation, prime coating, stripe coating and finish coatings. Unless otherwise approved in writing by the Engineer, prime coating shall be field applied. The Contractor shall use repair procedures, which insure the complete protection of all adjacent primer. All repair procedures shall be in accordance with the coating manufacturer's written recommended methods. It is the responsibility of the CONTRACTOR to provide the ENGINEER, INSPECTOR and OWNER with the coating manufacturer's written recommended repair procedures. The specified repair method and equipment may include wire brushing, hand or power tool cleaning, or dry air blast cleaning. In order to prevent injury to surrounding painted surfaces, blast cleaning may require use of lower air pressure, smaller nozzle and/or abrasive blast particles, or shorter blast nozzle distances from surface shielding and masking. If damage is too extensive or uneconomical to touch-up, the entire item shall be blasted and then coated or painted as directed by the Engineer.
- F. The Contractor's coating and painting equipment shall be designed for application of materials specified and shall be maintained in first class working condition. Abrasive blast equipment shall be equipped with noise reducing devices, hose coupling safety devices, electrical grounding devices, fresh air hoods, and "Dead Man" switches on all blast hoses. Compressors shall have suitable traps and filters to remove water and oils from the air. Contractor's equipment shall be subject to approval of the Inspector. All equipment shall comply with current OSHA regulations.
- G. Application of the coating system on the interior shall follow within multiple days of surface preparation utilizing the dehumidification equipment designed to hold the blast from rust bloom. Dehumidification equipment shall be used for the interior. Therefore, all blasting and cleaning shall be completed prior to any coating application. Any cleaned areas not receiving first coat within this period shall be re-cleaned prior to application of first coat. All blasted surfaces shall be coated to within 6 inches of the edge of a blasted area.

3.02 TANK REPAIRS and MODIFICATIONS

- A. **General Repairs** - Field welding shall conform to the minimum requirements of AWS D1.1, AWWA D100, Section 8 and specifications here within. The contractor shall ensure welders or welding operators are qualified in accordance with ASME Section IX or ANSI/AWS B2.1. All fabrication and shop assembly

and field welding shall conform to the minimum requirements of AWWA D100, Section 9 and specifications here within.

1. General Repairs of Foundation, Roof, Shell, Floor, and Appendages – Make any necessary interior/exterior welding repair, corrosion related repairs and general repairs to the tank and foundation. This includes: Removing soil and bedding material from around the exterior tank shell and floor extension plate. Removing the existing tank liquid level gauge/target and seal all openings or render the liquid target level operable. Repairing any holes in the floor, shell and roof after initial interior abrasive blasting that unveils any metal loss or pitting by weld overlay, and or applying fiberglass matting. Grinding all sharp edges, weld splatter, arc strikes, uneven weld profiles, and any other defects that do not provide adequate anchor profile and causes a lack of coating adhesion. The inspector shall approve any repairs necessary and brought to his attention by the contractor. Plate shall be a minimum thickness 3/16” for roof repairs and 1/4” for shell and floor overlay repairs. Overlay (scarf plate) installation is acceptable, except on the shell and roof if the corrosion is through base metal thickness, where insert plates shall be installed, 100% fusion welded and ground. Weld all repairs utilizing a welding sequence, which shall be adopted so that plates are assembled and welded together by a procedure that will result in a minimum of distortion from weld shrinkage.



2. Overflow modification – Field cut a 12” section of the overflow pipe and re-weld to raise the overflow flap discharge to a minimum 12” above the concrete splash pad. Surface prepare the weld and adjacent surface per SSPC SP-11 and coat with Tnemec Series 1095 – 57GR (aluminum) or color to match galvanize with approved equal product.



3.03 SURFACE PREPARATION

- A. 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-SP10 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.
- B. 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 Engineer. 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 SP0178 designation D for all interior surfaces.
 - C. Field blast cleaning for all surfaces shall be by dry method only using Steel Grit/Shot Abrasive and a Blast Media Recovery and Separation System. Blast nozzles shall be venturi-type nozzles with a minimum pressure at the nozzle of 90 psi.
 - D. Particle size of abrasives used in blast cleaning shall be that which will produce a 1.5 – 3.0 mil surface profile or in accordance with recommendations of the manufacturer of the specified coating or paint system to be applied.
 - E. 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 engineer. All abrasive media shall be removed from the facility and disposed of by the Contractor in accordance with the Local, State and Federal Regulations. The approved abrasives shall be Emerald Blast, Garnet or Starblast XL. The abrasive manufacturer, media type and grit size shall be submitted and approved by the Engineer/Owner.
 - F. The Contractor shall keep the area of his work and the surrounding environment in a clean condition. He 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. If blast abrasive is left on the tank floor while painting the ceilings and walls, no paint may be applied to walls within six feet of the floor.
 - G. 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.
 - H. All welds shall be neutralized with a suitable chemical compatible with the specified coating or paint.

3.04 APPLICATION, GENERAL

- A. Coating and paint application shall conform to the requirements of the Steel Structure Painting Council Paint Application Specification SSPC-PA1, latest revision, for "Shop, Field and Maintenance Painting".
- B. Thinning shall be permitted only as recommended by the manufacturer and approved by the Engineer.
- C. Each application of coating or paint shall be applied evenly, free of brush marks, sags, runs, bubbles, drips, waves, laps, unnecessary brush marks, over spray, environmental contaminants or other physical defects, including shadows, and be **UNIFORM** in color, texture and gloss. Thus, all coatings shall be applied in a professional manner to achieve the specified dry film thickness (DFT). Coatings and paints shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes. Cleaning and coating shall be scheduled such that dust and other materials from adjoining work will not contaminate wet or newly coated surfaces.

The CONTRACTOR shall submit written detailed procedures for all surface preparation and application of coating, including touch-up procedures. The procedures shall be approved by the ENGINEER and OWNER, with no exceptions, before any surface preparation, application, or touch-up begins.

- D. Protective coverings, masking or drop cloths shall be used to protect floors, fixtures, piping, and equipment. Care shall be taken to prevent debris or any other foreign matter from entering water mains. The covers and plugs shall remain in place until just prior to filling the tank for disinfection. 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 Inspector surfaces from which materials cannot be satisfactorily removed.
- E. 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. Should a third interior coating be used, it too shall be contrasting in color from the second coating.
- F. Steel surfaces that have rusted or changed color shall be re-blasted in accordance with these specifications. No visible rust shall be overcoated under any circumstances. Painting shall not take place when the atmospheric temperature is below or above the coating manufacturer's written instructions or when the steel surface temperature is less than or equal to 5°F above the dew point, or when the relative humidity is above 85% unless approved by the Engineer/Owner. Painting shall not occur when the surface is damp due to rain, snow, fog or mist. Painting shall also not occur if the surface temperature is expected to drop below manufacturer's recommendations within 4 hours after coating application.

3.05 DISINFECTION

- A. Disinfection shall be performed after protective coatings have been applied to the interior surfaces and allowed to thoroughly cure as recommended by the Coating Manufacturer.
- B. Prior to disinfecting, the complete interior shall be washed down with clean water and thoroughly flushed out.
- C. Disinfection of interior surfaces shall be performed in the presence of the Inspector in accordance with AWWA C652 Method 2. All the requirements of applicable AWWA Standards and regulatory agencies shall apply. CONTRACTOR shall furnish all labor, materials, tools, equipment and related items to seal and disinfect the reservoir. CONTRACTOR shall submit, for ENGINEER/OWNER approval all gasket and sealer materials necessary to seal all vents and manways. All bolts, nuts and washers shall be of HDG (hot dipped galvanized) construction.
- E. After the chlorination procedure is completed by the CONTRACTOR, and before the storage facility is placed in service, water from the full facility shall be sampled by the OWNER and tested for coliform organisms in accordance with the latest edition of Standard Method for Examination of Water and Wastewater.
- F. If the CONTRACTOR wishes to have the samples collected and tested by an independent testing laboratory, the cost of such testing shall be paid by the CONTRACTOR and the laboratory shall be required to meet the testing qualifications and to have certifications to do this testing that are acceptable to the OWNER.
- G. The OWNER shall furnish the water used for cleaning and initial filling of the reservoir for disinfection. The CONTRACTOR shall bear the costs of any subsequent fillings of the reservoir necessary until the disinfection is complete and satisfactory results are obtained and approved by the OWNER.
- H. It is necessary that the CONTRACTOR schedule his activities such that the initial filling occurs entirely during a low use period as determined by the OWNER. Close coordination by the CONTRACTOR with the OWNER is mandatory prior to and during the filling of the reservoir and until the disinfection work is completed.
- I. The CONTRACTOR and the OWNER shall have at least one representative present at the job site at all times during the filling of the reservoir regardless of the time of day. If the CONTRACTOR'S representative leaves the job site during the filling process, the filling will be stopped and be rescheduled for a later date. The CONTRACTOR shall pay all refilling and re-disinfection costs due to this inconvenience.

3.06 DEHUMIDIFICATION AND VENTILLATION EQUIPMENT

- A. Dehumidification - Dehumidification equipment shall be used to control the environment in the space 24 hours a day during blast cleaning, coating application and coating cure. All interior surfaces must be complete, clean and accepted by the

Inspector prior to the application of any coating. Desiccant dehumidifiers, as manufactured by Munters Corporation and D.H. Technologies or equal will be a solid desiccant design having a single rotary desiccant wheel capable of fully automatic continuous operation. No liquid, granular, or loose lithium chloride drying systems will be accepted. The use of direct expansion (DX) refrigeration type dehumidifiers with reheat may be considered if the expected ambient temperature will remain above 60°F. Below that coils may not remove moisture and, as noted above, reheat alone will not change the dew point. Heating the space changes relative humidity only and does not change the dew point; therefore, not a substitute for dehumidification, unless substrate temperature is high enough to meet dew point differential. The dehumidification system may consist of a combination of desiccant and refrigerant equipment for year-round use to maintain very low dew points in the space.

During the blasting operation, dehumidification equipment shall maintain a lower dew point than outside ambient. A differential of 20°F to 25°F between inside substrate surface temperature and inside space air dew point temperature shall be maintained. In addition, inside relative humidity shall not exceed 40% to 45%.

The air change rate for maintaining the above-mentioned interior surface temperature and dew point temperature differential will depend upon the type of equipment to be used and the time of the year. Another consideration is length of time required to hold the blast. The volume of space is a major factor in determining equipment type and size. The rate of air changes per hour may be anywhere from 1 to 6 or more to hold the desired degree of cleanliness of the blast.

Auxiliary heat, cooling and/or insulation may be necessary to maintain the surface temperature at the acceptable level for the coating manufacturer's application parameters. This auxiliary equipment must be approved for use by the supplier of the dehumidification equipment and will meet the following requirements:

1. Heaters and refrigerant type systems must be installed in the process air supply duct between, and/or blended with, the dehumidifier as close to the space as possible.
2. Only electric, indirect fired combustion, or steam coil auxiliary heaters will be used. No direct-fired space heaters will be allowed during the blasting, coating, and curing phases.
3. Heaters will be equipped with controls that automatically turn the heater off if the airflow is interrupted or the internal temperature of the heater exceeds its design temperature or that of the supply duct.
4. The space to be controlled will be sealed off as well as possible, allowing air to escape the space away from the point where the dehumidified air is being introduced. Filter the air escaping the space; the filtration system must be designed so that it does not interfere with the dehumidification equipment's ability to control the dew point and relative humidity of space. Do not re-circulate the air from the space or from filtration equipment back through the dehumidifier during coating application or when solvent vapors are present.

- B.** Ventilation - Continuous forced fresh air ventilation must be provided from beginning of the reservoir interior wet area surface preparation through final coating operations and coating curing. The contractor is responsible for supplying, installing and maintaining the equipment for forced ventilation. Forced ventilation must be supplied to the interior of the tank per the recoat time required by the coating manufacturer and at least 48 hours after the final coat has been applied. Unless dehumidification equipment is used to provide ventilation of the reservoir interior, the roof vents and hatches must be kept open and clear. The solvent vapors will be exhausted both during and after coating application at a minimum rate of one air change every four hours to allow the proper curing of the coating material. High rates of production may require an increase in ventilation. The contractor is responsible for monitoring the air for lower explosion limits (LEL) as published in the coating manufacturer's product SDS's.

3.07 CONTAINMENT AND DUST CONTROL EQUIPMENT

- A.** Containment - It is the responsibility of the contractor to contain the emissions during the interior and exterior work and protect the surrounding property and equipment by proven means and methods. For open air abrasive blasting the Contractor shall design a containment system for the work area. Provide a minimum SSPC Guide 6 (CON) Class 3A containment when blasting at the tank site. No attachments or rigging from the tank will be allowed as the containment must be modular in the form of a free standing structure as in a scaffolding system.
- B.** Dust Collection - The Contractor must provide dust collection as required to prevent visible emissions from entering the atmosphere as a result of the abrasive blasting operations. For interior abrasive blasting, high volume fans and dust socks at manholes and vents must be provided as a minimum requirement. The dust collection must be operated on the interior of the tank during all abrasive blast cleaning and until the area is clean enough for coating application and or inspection. The condition inside the tank shall be free from any dust particulates upon inspection and prior to coating application.

3.08 CONFINED SPACE: The Contractor shall provide confined space training certificates of all persons who will be working on this project. Certificates shall be submitted to Engineer/Owner before work begins.

3.09 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 Engineer. 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 Engineer at no cost to the Owner.

3.10 REPORTING/RECORDS: All work, including inspections, shall be recorded daily by the CONTRACTOR. A copy of each daily report shall be placed in a file kept on the job site. The reports shall include, but not necessarily limited to, the following information:

- Date
- CONTRACTOR and subcontractor name (where applicable)
- INSPECTOR name (where applicable)

- Work Identification including:
 - Type of work performed
 - Location of work performed Weather conditions, including corresponding time of day, before during and after work begins including:
 - Temperature (air and surface)
 - Humidity/dew point
 - Wind velocity/direction,
- Remarks and results of work
- CONTRACTOR signature

3.11 MAINTENANCE MATERIAL: At the end of the project before final payment, the CONTRACTOR shall provide the OWNER (2) two one-gallon cans of each type and color of coating, primer, thinner, and other coatings used in the field including multiple component materials. The material shall be delivered in unopened, typed-labeled cans, with batch numbers, just as it comes from the factory.

3.12 DESCRIPTION OF BID ITEMS

No welding over coated steel. All areas that require welding are to be abrasive blasted before any welding is started. All structural modifications and repairs are to be conducted and approved prior to the coatings portion of this contract. All welding to be seal welded.

All welders shall be qualified in accordance with the current ASME, Section IX or AWS D1.1 (tests as described in AWS B2.1) to the procedures and processes required to accomplish the work. Completed welds shall be detailed in accordance with NACE Standard SPO178 designation "D". A door sheet removal from the tank shell during the rehabilitation shall be pre-approved by the inspector and engineer prior to execution. The removal shall be executed by an approved tank contractor in accordance with API 653. Any full penetration welds on the primary structure of this tank may be tested by X-ray (radiograph) at the expense of the contractor by an approved 3rd party laboratory in accordance with the governing code and standards. The owner's engineer/inspector will select the number and location of all testing.

Bid Item 1: Lump sum price for **Mobilization, Bonds and Insurance**, not-to-exceed 5% of the Base Bid Amount.

Bid Item 2: Lump sum price for the **Complete Cleaning and Repainting of the tank interior surfaces with Dehumidification**. All of this work shall be in accordance with this Section "Technical Specifications" Part 2.04.A and Part 3.06 and 3.07.B. The contractor is to employ DH during the interior surface preparation and blast multiple days while utilizing the controlled environment before priming out the surfaces.

Bid Item 3: Lump sum price for providing **Dehumidification and Ventilation Equipment** to be furnished, installed and operated by the contractor in accordance with this Section "Technical Specifications" Part 3.06.

Bid Item 4: Unit price to perform **General Welding/Grinding and Corrosion Related Repairs**, as indicated on the drawings and specifications Part 3.02.A.1.

Bid Item 5: Lump sum price for the Complete Excavation of Soil and Gravel Material from around the tank ring wall foundation and tank shell.

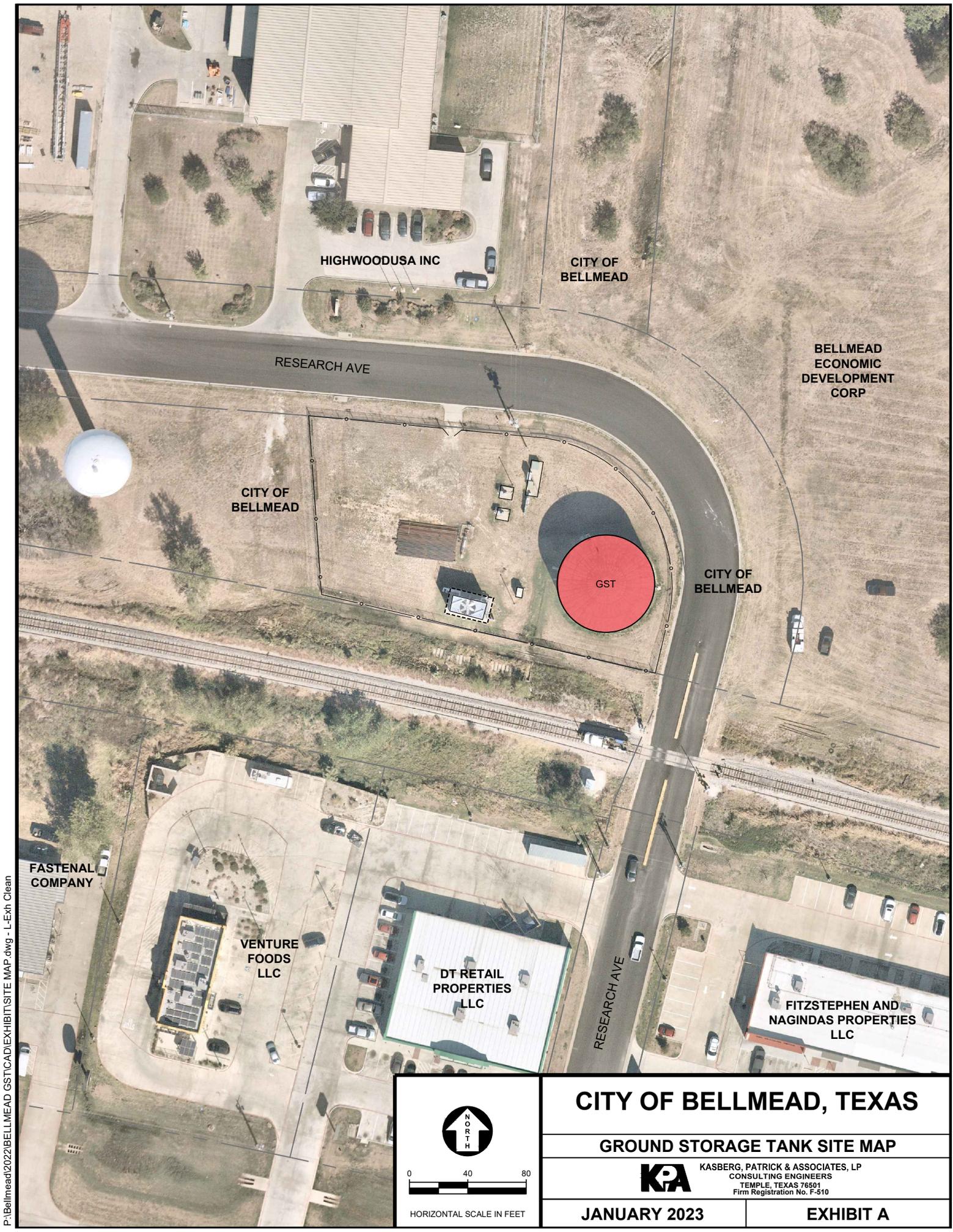
Bid Item 6: Lump sum price for the Complete Repair of the floating target and/or the pressure foot gauge.

Bid item 7: Lump sum price for the Modification of the existing overflow pipe to raise the height of the discharge to a minimum of 12” above ground level and above the splash pad.

Bid Item 8: Lump sum price for Video Taping to include the following: The contractor shall video the project site and surrounding area before the start of mobilization and construction. This item is intended to protect the contractor and owner of any pre-existing damage and to document the current condition of the site.

Special Item: No compensation for this scope of work as the contractor shall consider the cost for this item into the total bid amount of the contract. To allow for total access to all surfaces of the tank and to provide sufficient ventilation during rehabilitation, the shell manholes, manways and roof manholes shall be opened and become part of the coating rehabilitation. Replace all flanged connections with new HDG bolts, nuts and washers (on nut side) and gaskets with 1/8” (minimum) thick Neoprene or EPDM material with a durometer hardness of 50 on a Shore A scale. Size and number of gaskets, bolts, nuts and washers shall be field verified.

END OF SECTION



HIGHWOODUSA INC

CITY OF BELLMEAD

BELLMEAD ECONOMIC DEVELOPMENT CORP

RESEARCH AVE

CITY OF BELLMEAD

CITY OF BELLMEAD

GST

FASTENAL COMPANY

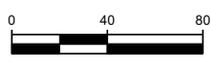
VENTURE FOODS LLC

DT RETAIL PROPERTIES LLC

FITZSTEPHEN AND NAGINDAS PROPERTIES LLC

RESEARCH AVE

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HORIZONTAL SCALE IN FEET

CITY OF BELLMEAD, TEXAS

GROUND STORAGE TANK SITE MAP



KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
TEMPLE, TEXAS 76501
Firm Registration No. F-510

JANUARY 2023

EXHIBIT A

CITY OF BELLMEAD, TEXAS
Rehabilitation of the 750,000 Gallon Galvanized Ground Storage Tank

ADDENDUM NO. 1
July 17, 2023

The construction plans and specifications for the City of Bellmead 750,000 Gallon Galvanized Ground Storage Tank Rehabilitation, on which bids are to be received until 2:00 P.M. on Thursday, July 27, 2023 are hereby modified as follows:

1. On July 13, 2023, a Pre-Bid Conference was held and the meeting minutes are attached.
2. Refer to Part 1.10.E, 2.01.A, and 2.04.A.3 of the Technical Specifications. Part 1.10.E and 2.01.A of the Technical Specifications shall be completely omitted as Part 2.04.3 specifies Carboline Reactamine 760.
3. Refer to the Attached Instruction to Bidders. The Instruction to Bidders shall be included in the Contract Documents. A bid bond in the amount of 5% of the bid issued by the acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City of Bellmead may be submitted in lieu of the Bid Bond.
4. The Bid Opening will be held at 2:00pm on Thursday, July 27, 2023, and will be conducted virtually through Microsoft Teams. Contractors shall email their bid to gtolbert@kpaengineers.com. The link and call-in number to join the meeting are included below.

Join on your computer, mobile app or room device.

[Click here to join the meeting](#)

Meeting ID: 235 319 984 79

Passcode: nKDg7m

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 806-368-4374,,109287573#](#) United States, Lubbock

Phone Conference ID: 109 287 573#

[Find a local number](#) | [Reset PIN](#)

5. Refer to Item 49 of the Special Conditions. The Contractor shall provide, at his own expense, temporary lighting and power facilities required for the proper prosecution of the work.
6. Refer to Item 50 of the Special Conditions. Contractor may establish an account with the City of Bellmead for a construction meter at a nearby fire hydrant for water needed during construction.
7. Refer to Item 15 of the Special Conditions. The time and order for completion is 60 days from the Notice to Proceed. The Notice to Proceed date will be established with the City and Contractor and will also be based on the date the tank is to be removed from service.
8. Refer to Part 2.04.A.2 of the Technical Specifications. Surface Preparation shall be in accordance with the technical specifications.
9. Refer to Part 1.04.A of the Technical Specifications. Contractor shall submit experience and history of working on similar projects for review with their bid packet.
10. Refer to the Attached ARPA Terms and Conditions. This project is an ARPA funded project and ARPA Terms and Conditions shall be met. Contractors shall obtain a number assigned by sam.gov.
11. The Opinion of Probable Construction Cost for this project is \$170,000.00.
12. The on site representative for this project will be HOT Inspection Services.

13. The dimensions of the 750,000 Gallon Galvanized Ground Storage Tank are 65' Ø x 32' Tall.
14. To schedule site visits, please contact Herb Blomquist with the City of Bellmead at hblomquist@bellmeadtx.com.
15. Bidders shall acknowledge receipt of this Addendum in the space provided in the proposal.

Ginger R. Tolbert 7/17/2023
Ginger R. Tolbert, P.E. Date
Kasberg, Patrick & Associates, LP
19 North Main Street
Temple, Texas 76501



City of Bellmead

Rehabilitation of the 750,000 Gallon Galvanized Ground Storage Tank

Pre-Bid Conference

July 13, 2023

3:00 p.m.

MINUTES

1. Attendees: Ginger Tolbert (KPA Engineers), Emma Cox (KPA Engineers), Herb Blomquist (City of Bellmead), Abel Banda (A&M Construction and Utilities), Stephen Bazant (TMI Coatings), Angela Leach (Grant Administrator), Amilia Conson (INS Tank Services), Kevin Van (Tank Pro), Angel Hernandez (D&N Tank), Omed (AMR Industrial Coating), Val Joseph, Sherman Williams (East Texas Industrial), John Konzen (HOT Inspection), Justin Konzen (HOT Inspection)
2. Project Background
3. Virtual Bid Opening – 2:00 PM, Thursday, July 27, 2023
The link and call-in number to join the meeting are included below. Contractors shall email their bid to gtolbert@kpaengineers.com.

Join on your computer, mobile app or room device.

[Click here to join the meeting](#)

Meeting ID: 235 319 984 79

Passcode: nKDg7m

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 806-368-4374,,109287573#](#) United States, Lubbock

Phone Conference ID: 109 287 573#

[Find a local number](#) | [Reset PIN](#)

4. Questions taken by Ginger R. Tolbert, P.E. until noon on Friday, July 21, 2023
5. Time and Order for Completion - 60 calendar days
6. Schedule for Award – August 2023
7. Notice to Proceed – September 2023
8. Contractor Qualifications
 - The Contractor shall be a specialist in the painting and rehabilitation of water storage tanks and have a minimum of seven (7) years' experience and successful history of working on similar water storage tank projects. The contractor shall have experience with

coatings removal and the application of similar internal coatings. Such experience must have been on a minimum of five (5) projects in the State of Texas, completed during the existence of business under the current company name and original ownership. The Contractor must be able to demonstrate experience through the submittal of a project portfolio that successfully documents the completion of the coating's rehabilitation of at least five (5) Bolted Ground Storage Water and or Standpipe Tanks on a minimum size of 100,000-gallons. The Contractor shall not subcontract the coatings rehabilitation tasks but may hire a subcontractor to perform welding, minor tank modification/repairs, pipe.

- The Contractor shall submit with his bid the following information. No bid will be considered unless this information is provided with the proposal.
 - A list of five (5) Bolted Ground Storage and or Standpipe Tanks, 100,000-gallons or larger for potable water service that have been rehabilitated within the past five years, including the Owner's name, tank storage capacity, name of the Project Engineer and Inspector.
 - A Preliminary Schedule that meets the Owner's needs and timeline for the completion date based on the 60-day contract.
 - A Valid Contingency Plan if delays occur and the ability to execute the plan.
 - A written statement by the coating's manufacturer stating that the Contractor is familiar with the materials specified and has workers capable of performing the work specified herein.

9. Review of Scope of Work and Technical Specifications

- This contract involves the corrosion related welding repairs/modifications to the liquid level gauge, overflow discharge height, general repairs and complete coating removal and re-application of the interior and exterior surfaces on the 750,000-gallon bolted galvanized ground storage tank known as the Bellmead Ground Storage Tank constructed in 2010 and operated by the City of Bellmead. The Contractor shall be responsible for all labor, materials and equipment necessary for the repairs, painting and disinfection of the interior tank surfaces. The work of this section includes the sediment removal, cleaning, repairs, appurtenance modifications, surface preparation and coating of all interior surfaces.

10. Bid Schedule

11. ARPA Terms and Conditions

12. Questions From Bidders

- Opinion of Probable Construction Cost - \$170,000.00
- On Site Representative for this project – HOT Inspection Services
- Dimensions – 65' Ø x 32' Tall
- Part 1.01.E and Part 2.01.A of the Technical Specifications stating “only Tnemec Products” shall be completely omitted since Part 2.04.A.3 specifies Carboline Reactamine 760.
- Bid Bond Percentage - A bid bond in the amount of 5% of the bid issued by the acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City of Bellmead may be submitted in lieu of the Bid Bond.

INSTRUCTION TO BIDDERS

1. Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. Separate bid forms will be provided for your use.

2. Interpretations or Addenda

Each request for an interpretation shall be made to the engineer. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than one (1) day prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidder.

3. Inspection of Site

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications and all other contract documents. The contractor, by the execution of the contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint himself with the conditions there existing. The City of Bellmead will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

4. Bids

- a) All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b) All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c) The City of Bellmead may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- d) If contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

5. Bid Bond

- a) A bid bond in the amount of 5% of the bid issued by the acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City of Bellmead may be submitted in lieu of the Bid Bond.
- b) The bid bond or its comparable, will be returned to the bidder as soon as practical after the opening of the bids.

6. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

7. Corrections

Erasures or other corrections in the bid must be noted over the signature of the bidder.

8. Time for Receiving Bids

Bids received prior to the advertised hour of opening will be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to satisfaction of the City of Bellmead that the late arrival of the bid was solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

9. Withdrawal of Bids

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating his purpose in writing to the City of Bellmead. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

10. Award of Contract/Rejection of Bids

- a) The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The City of Bellmead reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.

11. Execution of Agreement/Performance and Payment Bonds

- a) The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City of Bellmead may grant, shall constitute a default and the City of Bellmead may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the City of Bellmead may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the City of Bellmead for a refund.

EXHIBIT B – Required Provisions for ARPA Projects 6.1

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO:
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	<p>Maintenance of and Access to Records</p> <p>a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.</p> <p>c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB</p>
ARPA Terms, Conditions, & Records	<p>Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB</p>
ARPA Terms, Conditions, & Records	<p>Compliance with Applicable Law and Regulations.</p> <p>a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.</p> <p>b. Federal regulations applicable to this award include, without limitation, the following:</p> <p>i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury [ARPA/SLFRF EC 6.1 applicable Uniform Guidance Sections are specifically listed/included at end of this document]. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.</p> <p>ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.</p>		<p>Contractor RFP/IFB</p>

	<p>iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.</p> <p>iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.</p> <p>v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.</p> <p>vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. (Subrecipient Only)</p> <p>vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.</p> <p>viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.</p> <p>ix. Generally applicable federal environmental laws and regulations.</p> <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <p>i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;</p> <p>ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;</p> <p>iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;</p> <p>iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and</p> <p>v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.</p>		
<p>ARPA Terms, Conditions, & Records</p>	<p>False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB</p>

<p>ARPA Terms, Conditions, & Records</p>	<p>5. Protections for Whistleblowers.</p> <p>a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.</p> <p>b. The list of persons and entities referenced in the paragraph above includes the following:</p> <ul style="list-style-type: none"> i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>6. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>7. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB</p>
<p>Applicable Uniform Guidance Sections</p>			
<p>State Provision Applies at any amount</p>	<p>Texas Prevailing Wage requirements applies only to the construction of a <u>public work</u>, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. (G.V. 2258)</p> <p>-----</p>	<p>TX G.V. 2258 Prevailing Wage Rates</p>	<p>Contractor RFP/IFB</p>

<p>None</p>	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions and regulations.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the</p>	<p>2 CFR 200.334</p>	<p>Contractor RFP/IFB</p>
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	fiscal year (or other accounting period) covered by the proposal, plan, or other computation. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336	Contractor RFP/IFB
Other References			
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153 . The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152	Contractor RFP/IFB \
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB

CITY OF BELLMEAD, TEXAS
Rehabilitation of the 750,000 Gallon Galvanized Ground Storage Tank

ADDENDUM NO. 2
July 21, 2023

The construction plans and specifications for the City of Bellmead 750,000 Gallon Galvanized Ground Storage Tank Rehabilitation, on which bids are to be received until 2:00 P.M. on Thursday, July 27, 2023 are hereby modified as follows:

1. The Bid Opening will be held at 2:00pm on Thursday, July 27, 2023, and will be conducted virtually through Microsoft Teams. Contractors shall email their bid to gtolbert@kpaengineers.com. The link and call-in number to join the meeting are included below.

Join on your computer, mobile app or room device.

[Click here to join the meeting](#)

Meeting ID: 235 319 984 79

Passcode: nKDg7m

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 806-368-4374,,109287573#](#) United States, Lubbock

Phone Conference ID: 109 287 573#

[Find a local number](#) | [Reset PIN](#)

2. Refer to Bid Item 2 of the Bid Schedule. The blasting and coating of the tank interior shall include the floor and shell. The roof shall not be included.
3. Refer to Sheet 4 of the Contract Documents, Ground Storage Tank Site Map. The 750,000 Galvanized Ground Storage Tank is located approximately 500 feet north of the intersection of Research Ave and N Loop 340 in Bellmead, TX. The Ground Storage Tank Site Map has also been uploaded to CivCast as a separate document.
4. Refer to Part 3.02.A.1. of the Technical Specifications and Item 5 of the Bid Schedule. Excavation of soil and gravel material from around the tank floor extension and tank shell is required. No backfill with other material is required.
5. Refer to Notice to Bidders, Item 5 of Instruction to Bidders included in Addendum No. 1, and Part 1.04.B. of the Technical Specifications. The Contractor shall submit the Bid Schedule, Bid Bond and required experience and history of working on similar projects for review with their bid packet.
6. Weekend work shall be requested 48 hours in advance and will be subject to approval by the Owner and availability of the on-site representative.
7. Refer to Part 1.01.A. of the Technical Specifications. Part 1.01.A stating “complete removal and re-application of the interior and exterior surfaces” shall be revised to only include the interior surfaces.
8. Refer to Part 2.04.A.3. of the Technical Specifications. The coating system shall be as specified for this project.
9. Contractor shall be responsible for collecting water samples after the tank has been disinfected and providing passing laboratory results to the Owner and Engineer. Sampling and testing shall be at the Contactor’s expense and is considered subsidiary.
10. Refer to Part 2.04.A.3. and 3.01.E. of the Technical Specifications. Part 3.01.E stating "Coating and painting systems include surface preparation, prime coating, stripe coating and finish coatings" shall be revised to read “Coating and painting systems include surface preparation and finish coatings.”

11. Refer to Part 3.02.A.1. of the Technical Specifications. In the event that repairs are required due to metal loss or pitting, contractor shall repair by weld overlay or applying fiberglass matting.
12. In accordance with the International Building Code, the City will require that the Contractor obtain a permit for the project. However, all fees will be waived.
13. A summary of the inspection conducted on May 17, 2022 by HOT Inspection Services, Inc. has been attached to this addendum.
14. Refer to Item 56 of the Special Conditions. Upon completion of the work, the Contractor shall remove from the site all plant, materials, tools, and equipment belonging to him and leave the site with an acceptable appearance. This shall include re-establishment of grass for the purposes of erosion control.
15. Based on the inspection conducted on May 17, 2022 it does not appear that the interior of the tank has been previously blasted or coated.
16. Refer to Part 1.04.A. of the Technical Specifications. The Contractor must be able to demonstrate experience through the submittal of the project portfolio. Each submission will be evaluated on a case-by-case basis.
17. Bidders shall acknowledge receipt of this Addendum in the space provided in the proposal.

Ginger R. Tolbert

Ginger R. Tolbert, P.E.
Kasberg, Patrick & Associates, LP
19 North Main Street
Temple, Texas 76501

7/21/2023

Date





HOT Inspection Services, Inc.
Tank Consultants and Inspection Specialists
P.O. Box 1208 • Round Rock, Texas 78680

PROJECT REPORT

TO: Ginger Tolbert, P.E.
KPA Engineers
19 North Main Street
Temple, Texas 76501

DATE: 5/17/22
REPORT NO: 2971-1

PROJECT: Galvanized Bolted GST for Bellmead

CUSTOMER P.O. Verbal G. Tolbert
LOCATION: Bellmead, Texas

INTRODUCTION:

This report provides a summary of the inspection conducted on 5/17/22 by John H. Konzen, CWI, NDE Level III, NACE Level III Certified Coating Inspector and Justin Konzen, CAWI, NACE Level II Certified Coating Inspector and FAA Unmanned Aircraft Pilot of HOT Inspection Services. The 400,000-Gallon Galvanized Bolted Ground Storage Tank was in-service at the time of inspection and the facility was made available for inspection by the City of Bellmead personnel. The condition survey was conducted and generally follows the guidelines as described in Chapter 9 and Appendix C of the AWWA M42 Manual for Steel Water Storage Tanks and the Texas Administration Code of TCEQ Chapter 290.46. The purpose of this evaluation was to determine the condition of the tank interior, exterior, exposed foundations and accessories of the ground storage tank and to make recommendations and cost estimates for recoating, repairing, corrosion protection and maintenance.

RESULTS:

The exterior surface condition of the bolted GST is in good condition. The galvanized roof and shell surfaces are slightly dulled from the environment/weather and UV light. There are signs of previously leaking bolted seams/junctions in the first two shell courses as well as the continuous leaking from under the tank floor. The floor extension to shell connection is below the grade of the gravel foundation ring and is in contact with the soil which is considered an environment for corrosion.

The interior is showing signs of mineral staining, deterioration along bolted seams and some of the shell plate. The shell surfaces contain rash rust corrosion that will eventually develop into complete galvanizing degradation resulting in through-thickness failure of the tank wall. The sediment level is approximately ½” to 1” deep covering 100% of the floor surface as verified by the inspection conducted via underwater ROV. During the underwater inspection, it was noted that an excessive amount of corrosion nodules have developed into pitting of the galvanized floor. It is suspected the pitting is the source of the leak but the extent of the pitting corrosion cannot be identified until the nodules are scraped off, cleaned and measured.

DEFICIENCIES:

TCEQ, AWWA, OSHA/ANSI, Structural and Sanitary-Related Deficiencies. There were deficiencies and concerns with this tank. They included:

- The tank is actively leaking from the underside of the floor. *TCEQ Rule 290.43 (c) (6) states the tank shall be thoroughly tight against leakage.*
- There is no actively working tank level indicator at the tank site. *TCEQ Rule 290.43 (c) (4) states the indicator can be a float with a moving target, an ultrasonic level indicator, or a pressure gauge calibrated in feet of water.*

DESCRIPTION OF GROUND STORAGE TANK



Date: 5/17/2022

Name of Tank: Bellmead GST

Constructed: December 2010 by Superior Tank Co., Inc.

Tank Type: Galvanized Steel Bolted Ground Storage Tank

Type of Construction: Bolted

Type of Coatings: Exterior – Galvanized
Interior – Galvanized

Type of Foundation: Compacted fill and crushed stone/pea gravel

Dimensions: 65'Ø x 32' Tall

Interior Surface Area: 15,004 sq./ft.

Exterior Surface Area: 10,125 sq./ft.

Tank Component Thicknesses/Sizes:

Floor = .125"

Roof = .125"

Shell (1st – 4th) = .125"

Roof System: Rafter supported Cone Roof

Capacity: 404,805 gallons

Overflow: 8" Ø w/ plate flap closure

Roof Hatch: (1) 30"x30" w/hinged lid

Vent: 20" Ø w/aluminum hood

Shell Manway: (2) 30" Ø w/hinged lid

Ladder Description: Exterior shell ladder w/ladder cage and rest platform
No interior shell ladder

Level Indicator: Shell floating target and pressure foot gauge

Cathodic Protection System: None

Security Fence: Yes inside the facility fence

RECOMMENDATIONS:

- Repair and render the floating target operable and or the pressure foot gauge for maintaining an onsite level indicator of the tank’s water level.
- Excavate the soil and gravel material from around the tank ring wall foundation and tank shell.
- Rehabilitate the interior surfaces and install an NSF-61 approved system. Proper specifications for the surface preparation and coatings selection should be determined by an expert NACE Coatings Consultant and Professional Engineer. The budget below is based on applying a 100% solids polyurethane elastomeric coatings on the interior shell and floor that would yield an average of 80 mils along all bolted seams and 25-30 mils along all flat interior surfaces.

BUDGET COST:

EXTERIOR	
Excavate soil from foundation ring	\$ 1,500
Repair floating level indicator/pressure foot gauge	2,000
INTERIOR (based on 9,850 sq./ft. @ \$15.00/sq./ft.)	
Clean and Paint Interior	
SSPC SP-16 Clean, apply 100% solids polyurethane elastomeric	\$147,750
Contingency @10% of \$151,250	15,125
<i>Total Cost to Budget should be \$166,375. It does not include the cost to write the contract documents/specifications and administrate the project or the Third Party NACE Level III Inspection. The contractor should consider the accessibility to this project.</i>	

CONCLUSION OF OBSERVATION:

The recommendations listed for the Bolted GST should be followed immediately for TCEQ compliance. The interior should be cleaned ASAP and the recommended coatings application to the interior surfaces should be performed. The preventative measures for extending the life of this tank is important to obtain maximum life without major repairs due to active corrosion and the present leaks. HOT Inspection Services, Inc., assumes no responsibility for losses of any kind due to our interpretation of the quality of the material submitted. All data and information will be held strictly confidential.

HOT Inspection Services, Inc.



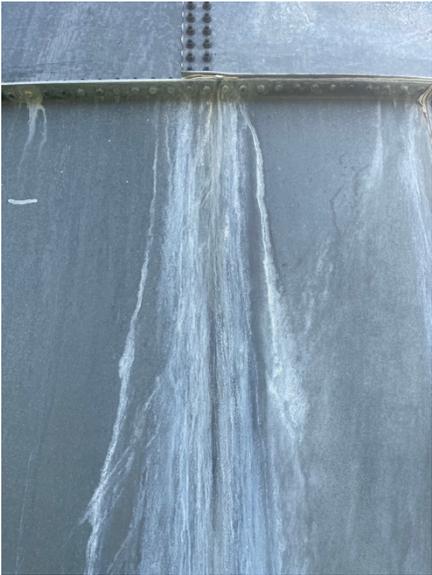
John H. Konzen
NACE Certified Coating Inspector #7841
AWS Certified Welding Inspector #85040251
AWS Certified Welding Educator #9612020E
NDE Level III



PHOTO GALLERY









5/17/2022 10:36:17 AM

H: 056.5 °
D: 25.72 ft
Temp: 114.2 °F

5/17/2022 10:36:31 AM

H: 055.4 °
D: 25.56 ft
Temp: 114.2 °F

5/17/2022 10:36:54 AM

H: 063.2 °
D: 26.18 ft
Temp: 114.3 °F

BID TABULATION
CITY OF BELLMEAD
750,000 Gallon Galvanized Ground Storage Tank Rehabilitation
July 27, 2023; 2:00 PM

BIDDER INFORMATION											
				CFG Industries, LLC 22535 Magnolia Hills Dr Magnolia, TX 77354		CTEX Construction Services, LLC 320 Brooks Dr. Nevada, TX 75173		MK Painting, Inc. 4157 7th Street Wyandotte, MI 48192		TanksCo, Inc. 1516 Royster Rd Fort Worth, TX 76134	
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART A											
1	100%	LS	Mobilization, Bonds & Insurance, not-to-exceed 5% of the Base Bid Amount	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 35,000.00	\$ 35,000.00
2	100%	LS	Furnish all materials, equipment, labor, superintendence and incidental work to spot blast for inspection and identification of repairs, abrasive blast per SSPC-SP16, clean, strip gasket and coat with dehumidification, the Interior of the existing 750,000-gallon Bolted Galvanized GST, all appendages, ladder, vent, hatch, weir box, etc. , as indicated on the drawings and specifications part 2.04.A, part 3.06 and 3.07.B, except where specifically covered by other bid items.	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	187,000.00	187,000.00
3	100%	LS	Furnish all materials, equipment, labor, superintendence and incidental work to Dehumidify the interior of the existing 750,000- gallon Bolted Galvanized GST, during surface preparation and coating, including hoses, filters, etc. , as indicated on the drawings and specifications part 3.06, except where specifically covered by other bid items.	10,500.00	10,500.00	23,500.00	23,500.00	89,000.00	89,000.00	25,000.00	25,000.00
4	20	Man Hours	Furnish all materials, equipment, labor, superintendence and incidental work to perform General Repairs to perform general welding/grinding repair and corrosion related repair, as indicated on the drawings and specifications part 3.02.A.1, except where specifically covered by other bid items.	100.00	2,000.00	100.00	2,000.00	100.00	2,000.00	250.00	5,000.00
5	100%	LS	Furnish all materials, equipment, labor, superintendence and incidental work to perform Complete excavation of soil and gravel material from around the tank floor extension and tank shell, as indicated on the drawings and specifications part 3.02.A.1, except where specifically covered by other bid items.	1,500.00	1,500.00	2,000.00	2,000.00	3,000.00	3,000.00	4,500.00	4,500.00
6	100%	LS	Furnish all materials, equipment, labor, superintendence and incidental work to perform General Repairs to Repair the floating target and/or the pressure foot gauge, as indicated on the drawings and specifications part 3.02.A.1, except where specifically covered by other bid items.	2,500.00	2,500.00	2,000.00	2,000.00	2,500.00	2,500.00	3,500.00	3,500.00
7	100%	LS	Furnish all materials, equipment, labor, superintendence and incidental work to perform Overflow Modification, as indicated on the drawings and specifications part 3.02.A.2, except where specifically covered by other bid items.	2,500.00	2,500.00	2,000.00	2,000.00	2,500.00	2,500.00	2,500.00	2,500.00
8	100%	LS	Video	2,500.00	2,500.00	250.00	250.00	1,000.00	1,000.00	2,500.00	2,500.00
TOTAL BID AMOUNT - (Items 1 - 8)				\$ 180,000.00		* \$ 191,750.00		\$ 260,000.00		\$ 265,000.00	

* Total Bid Amount Corrected.

Did Bidder Acknowledge Addendum No. 1 and 2?	YES	NO	YES	YES
Did Bidder provide Bid Security?	YES	YES	YES	YES

I hereby certify that this is a correct & true tabulation of all bids received

Ginger R. Tolbert 7/28/2023

 Ginger R Tolbert, PE Date
 Kasberg, Patrick & Associates, LP



BID TABULATION
CITY OF BELLMEAD
750,000 Gallon Galvanized Ground Storage Tank Rehabilitation
July 27, 2023; 2:00 PM

BIDDER INFORMATION											
				Blastco, Inc. 16201 Wood Drive Channelview, TX 77530		Viking Industrial Painting PO Box 24162 Omaha, Nebraska 68124		N.G. Painting, LP 1225 Bandera Hwy, Suite A2 Kerrville, TX 78028		TMI Coatings, Inc. 3291 Terminal Drive St. Paul, MN 55121	
<i>Bid No.</i>	<i>Estimated Quantity</i>	<i>Unit</i>	<i>Bid Data Description</i>	<i>Unit Price</i>	<i>Extended Amount</i>	<i>Unit Price</i>	<i>Extended Amount</i>	<i>Unit Price</i>	<i>Extended Amount</i>	<i>Unit Price</i>	<i>Extended Amount</i>
PART A											
1	100%	LS	Mobilization, Bonds & Insurance, not-to-exceed 5% of the Base Bid Amount	\$ 13,000.00	\$ 13,000.00	\$ 10,200.00	\$ 10,200.00	\$ 5,000.00	\$ 5,000.00	\$ 18,000.00	\$ 18,000.00
2	100%	LS	Furnish all materials, equipment, labor, superintendence and incidental work to spot blast for inspection and identification of repairs, abrasive blast per SSPC-SP16, clean, strip gasket and coat with dehumidification, the Interior of the existing 750,000-gallon Bolted Galvanized GST, all appendages, ladder, vent, hatch, weir box, etc. , as indicated on the drawings and specifications part 2.04.A, part 3.06 and 3.07.B, except where specifically covered by other bid items.	192,836.00	192,836.00	242,700.00	242,700.00	320,000.00	320,000.00	338,000.00	338,000.00
3	100%	LS	Furnish all materials, equipment, labor, superintendence and incidental work to Dehumidify the interior of the existing 750,000- gallon Bolted Galvanized GST, during surface preparation and coating, including hoses, filters, etc. , as indicated on the drawings and specifications part 3.06, except where specifically covered by other bid items.	34,000.00	34,000.00	20,900.00	20,900.00	15,000.00	15,000.00	14,000.00	14,000.00
4	20	Man Hours	Furnish all materials, equipment, labor, superintendence and incidental work to perform General Repairs to perform general welding/grinding repair and corrosion related repair, as indicated on the drawings and specifications part 3.02.A.1, except where specifically covered by other bid items.	125.00	2,500.00	250.00	5,000.00	200.00	4,000.00	200.00	4,000.00
5	100%	LS	Furnish all materials, equipment, labor, superintendence and incidental work to perform Complete excavation of soil and gravel material from around the tank floor extensioin and tank shell, as indicated on the drawings and specifications part 3.02.A.1, except where specifically covered by other bid items.	8,500.00	8,500.00	11,000.00	11,000.00	2,000.00	2,000.00	3,000.00	3,000.00
6	100%	LS	Furnish all materials, equipment, labor, superintendence and incidental work to perform General Repairs to Repair the floating target and/or the pressure foot gauge, as indicated on the drawings and specifications part 3.02.A.1, except where specifically covered by other bid items.	6,000.00	6,000.00	3,500.00	3,500.00	5,000.00	5,000.00	4,500.00	4,500.00
7	100%	LS	Furnish all materials, equipment, labor, superintendence and incidental work to perform Overflow Modification, as indicated on the drawings and specifications part 3.02.A.2, except where specifically covered by other bid items.	6,000.00	6,000.00	3,500.00	3,500.00	2,000.00	2,000.00	4,000.00	4,000.00
8	100%	LS	Video	3,000.00	3,000.00	500.00	500.00	2,000.00	2,000.00	1,000.00	1,000.00
TOTAL BID AMOUNT - (Items 1 - 8)				\$ 265,836.00		\$ 297,300.00		\$ 355,000.00		\$ 386,500.00	

Did Bidder Acknowledge Addendum No. 1 and 2?	YES	YES	NO	YES
Did Bidder provide Bid Security?	YES	YES	YES	YES