

J.R. Garza
Mayor

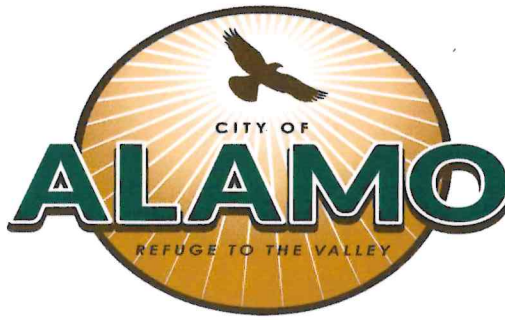
Oscar Salinas
Mayor Pro-Tem

Pete Morales
Commissioner

Roel Moreno Jr
Commissioner

Arturo Garcia
Commissioner

Robert L. Salinas
City Manager



ADDENDUM NO. 1

CITY OF ALAMO REHABILITATION AND PROTECTIVE COATINGS AT THE CITY OF ALAMO WATER TREATMENT PLANT

RFB# 24-11-12

Notice is hereby given to all prospective respondents of the following:

1. Please ignore the prior Bid Packet and use the attached Bid Packet as the updated version.

Complete and email this acknowledgement to aperez@alamotexas.org

**END OF ADDENDUM NO. 1
November 14, 2024**

Acknowledge receipt of Addendum No. 1:

Authorized Signature

Printed name

Company Name

CITY OF ALAMO PURCHASING DEPARTMENT

**FORMAL INVITATION FOR BIDS
CITY OF ALAMO WATER TREATMENT PLANT CLARIFIER REHABILITATION AND
PROTECTIVE COATING**

Sealed bids addressed to the City of Alamo, Texas will be received until **3:00 p.m., Friday, December 6, 2024** and then publicly opened and read aloud for furnishing materials or services as described herein below,

The City of Alamo is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the City of Alamo City Hall, 420 N. Tower Rd., Alamo, TX 78516, or by calling (956) 787-0006.

**(Contractor's Insurance Requirements Attached)
(Bid Bond, Performance Bond & Payment Bond Required)**

This invitation includes the following:

Invitation for Bids
Terms and Conditions of Invitation for Bids

Specifications and General Requirements
Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: _____ Firm Name: _____
(Please Print or Type)

Address: _____

Signature of Person Authorized to Sign Bid _____ City, State, Zip Code: _____

Email Address: _____ Telephone No.: _____

Fax No.: _____

Please check the following blanks which apply to your company:
Ownership of firm (51% or more):

Non-minority Hispanic African-American Other Minority (specify) _____
 Female Owned Handicapped Owned Small Business (less than \$1 million annual receipts or 100 employees)
Indicate Status: Partnership Corporation Sole Proprietorship Other (specify) _____
Tax Identification Number: _____

TERMS AND CONDITIONS OF INVITATION FOR BIDS

READ CAREFULLY

1. GENERAL CONDITIONS

Bidders (hereinafter “bidders”, “vendors” or “contractors”) are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City of Alamo or the compensation to the vendor.
- (c) Bidders are advised that all City of Alamo contracts are subject to all legal requirements provided for in state and federal statutes. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.
- (d) No officer or employee of the City of Alamo shall have a financial interest, direct or indirect, in any contract with the City of Alamo, or shall benefit financially, directly or indirectly, in the sale to the City of Alamo of any materials, supplies or services, except on behalf of the City of Alamo as an officer or employee. This prohibition extends to all City of Alamo Commissions other than those which are purely advisory.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non-responsive. The bidder shall print or type name and manually sign the schedule.
- (b) Where there is an error in extension of price, the unit price shall govern. Any bid that is considered for award by each unit or line item must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in favor of the City of Alamo.

Any bid that is considered for award on an “all or none” basis must include a price quote for all units or line items. In an “All or None” bid, a unit price left blank shall be tabulated as a “zero”, and shall be deemed to be offered at no cost to the City of Alamo.

- (c) Alternate bids may be allowed at the sole discretion of the City of Alamo.
- (d) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this Invitation for Bid (IFB).
- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of Alamo is exempt from payment of such taxes. An exemption certificate will be signed by the City of Alamo where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City of Alamo.

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of the City of Aamo that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation

5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City of Alamo request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** (10) calendar days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of Alamo, **ten** (10) calendar days after award of the contract.

6. SUBMISSION OF BIDS

- (a) Bids shall be enclosed in sealed envelopes addressed to the Purchasing Department, City of Alamo. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Bids, however, may be modified after submission, provided such modifications are sealed and received by the Purchasing Department prior to the time and date set for the bid opening. However, the City of Alamo shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF BIDS

- (a) The City of Alamo may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid; or
 - 2. The bid does not strictly conform to law or the requirements of the bid;
 - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City of Alamo on an "All or None" basis or a "Best Value Item" basis. An "All or None" basis bid must include all items upon which bids are invited.
- (b) The City of Alamo may, reject all bids whenever it is deemed in the best interest of the City of Alamo to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City of Alamo at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Manager or his designee.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City of Alamo Purchasing Director or her designee on or before five calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids/ and after the Mandatory Pre-Bid Conference, only to those who attend the Mandatory Pre-Bid Conference. The City of Alamo will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Director or her designee on or before **five (5)** calendar days prior to the scheduled opening.
- (b) The City of Alamo reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two (2)** calendar days from request.

11. INVOICING AND PAYMENT

- (a) Address for Invoices. All invoices must be sent to City of Alamo, Attn: Robert L. Salinas, 420 N. Tower Rd., Alamo, Texas 78516 or by email bsalinas@alamotexas.org.
- (b) Information Required On Invoice.

All invoices must be in a form and content approved by the City of Alamo. The City of Alamo may require modification of invoices if necessary in order to satisfy the City of Alamo that all billing is proper and pursuant to the terms of the contract. Invoices are required to show the City of Alamo Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discount offered shall be shown separately on the invoice.

- (c) Payment by the City of Alamo. The City of Alamo shall have not less than 30 calendar days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date the City of Alamo receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date the City of Alamo receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between the City of Alamo and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by the City of Alamo personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice, or a credit memorandum for the disputed amount, or the item must be issued by the vendor. The City of Alamo will not make partial payments on an invoice where there is a dispute.

- (d) **NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT.** NOTWITHSTANDING THE FOREGOING, THE CITY OF ALAMO CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE THE CITY OF ALAMO NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF THE CITY OF ALAMO AND CONSTITUTE A WAIVER BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.
- (e) The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by the City of Alamo. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.
- (f) Tax Exemption. The City of Alamo is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by the City of Alamo where applicable upon request by bidder after contract award.

12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City of Alamo. In determining best value, the City of Alamo may consider price, reputation, quality, past relationship with the City of Alamo, long term cost and any other relevant factors.
- (b) The City of Alamo reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par.7 (a) 3 above.
- (c) A written award of acceptance (when manifested by an approval of the City Commission and appropriation) mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of Alamo reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City of Alamo reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. When estimated quantities are lower than by more than 25%, bidder acknowledges acceptance of decrease with no further written consent required. No other changes shall be made without written notification and approval of the City of Alamo.

13. BID PROTEST PROCEDURES

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest appealing the adverse decision to the City Manager or his designee. The City Manager or his designee decision on such an appeal shall be final.

Vendor must deliver a written notice of protest to the Purchasing Director or designee within seven (7) calendar days of the posting on the City of Alamo Purchasing website of the intent to award. If vendor does not file a written notice within this time; the vendor will have waived all rights to formally protest the intent to award. It is the vendor's responsibility to check the City of Alamo website posting.

14. CONTRACT TERMINATION

- (a) Termination for Cause. The City of Alamo may terminate this contract at any time for "Cause" in accordance with the procedures provided below. Termination by the City of Alamo of this contract for "Cause" shall mean termination upon (i) the neglect, breach or inattention by Vendor of its duties hereunder, and such neglect, breach or inattention has not been cured within ten (10) calendar days after written notice thereof given by the City of Alamo to Vendor, (ii) the engaging by Vendor in willful or fraudulent conduct that is injurious to the City of Alamo, monetarily or otherwise, (iii) the failure by Vendor to otherwise perform its duties hereunder and such failure has not been cured within ten (10) days after written notice thereof given by the City of Alamo to Vendor. Upon such termination for cause, the Vendor shall not be entitled to any further compensation under this Contract, except for the compensation which has been earned for services rendered by Vendor in accordance with this Contract through the date of notice of such termination.

In the event termination for cause is not proper under this Section, the termination shall be deemed to constitute a termination for convenience as set forth in Section 16(b) below.

- (b) Other Termination. The City of Alamo may terminate this contract at any time for its sole convenience, without cause, upon thirty (30) calendar days written notice to the Vendor. Upon termination of this Contract, the Vendor will be entitled only to the compensation and expenses which have been earned for services rendered in accordance with this Contract through the date of such termination. No termination of this Contract shall impair or defeat those obligations set forth elsewhere in this Contract, which require either party to do or refrain from doing any specified act or acts after termination of this Contract, or to perform any obligation which by its terms or normal meaning survives termination of this Contract.
- (c) Suspension the City of Alamo reserves the right to suspend work under this Contract at any time and from time-to-time work for the convenience of the City of Alamo by issuing a written notice of suspension. The notice shall outline the reasons for the suspension and the estimated duration of the suspension; in no way will the notice guarantee the total number of days of suspension. Such suspension shall take effect immediately upon the date specified in the notice. If a date is not specific in the suspension notice, suspension shall take effect upon the date of delivery to the Vendor. Upon receipt of a notice of suspension in excess of 180 calendar days, the Vendor shall have the right to terminate this Contract by written notice to the City of Alamo. Vendor may exercise this right to terminate any time after a suspension has continued for more than 180 calendar days if the City of Alamo has not provided written notice to resume the work. Termination (under this paragraph) by Vendor shall be effective immediately upon the City of Alamo's receipt of said written notice from Vendor.
- (d) Upon receipt of a written notice of suspension or termination, unless the notice otherwise directs, Vendor shall immediately phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to the City of Alamo under this Contract.
- (e) Non-Appropriation: The City of Alamo retains the right to terminate this contract at the expiration of each of the City of Alamo budget periods. This contract is conditioned on a best effort attempt by the City of Alamo to obtain and appropriate funds for payment of any debt due by the City of Alamo herein.

15. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., at the City of Alamo's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the

time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases “as required”, “as soon as possible” or “prompt” may result in disqualification of the bid.

- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Purchasing Director or her designee. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the City of Alamo Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City of Alamo as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City of Alamo list of eligible bidders as determined by the Purchasing Department.

16. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of Alamo with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing Department within **ten (10)** calendar days from request.
- (c) The City of Alamo will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to The City of Alamo Attorney), cashier’s check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable To the City of Alamo), or a Certificate of Deposit from such bank or trust company assigned to the City of Alamo.
- (e) The performance deposit of the successful vendor shall be returned by the City of Alamo upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within **ten (10)** calendar days of receipt of written demand for performance from the City of Alamo, or failure of vendor to correct or replace defective goods or products within **ten (10)** calendar days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. However, the Purchasing Director or her designee may return all or part of the performance deposit to the vendor if the Purchasing Director or her designee determines, in their sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

17. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City of Alamo is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City of Alamo shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City of Alamo.

18. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City of Alamo may assess a fee in order to recoup the cost related to providing the requested information.

19. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City of Alamo harmless from any claim involving patent infringement or copyrights on goods supplied.

20. INDEMNIFICATION

BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, THE CITY OF ALAMO and the board members, employees, officers, directors, volunteers and representatives of THE CITY OF ALAMO, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon THE CITY OF ALAMO directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of THE CITY OF ALAMO, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIDDER AND THE CITY OF ALAMO ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY OF ALAMO UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BIDDER shall advise THE CITY OF ALAMO in writing within 24 hours of any claim or demand against THE CITY OF ALAMO or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract, and shall see to the investigation and defense of such claim or demand at BIDDER's cost. THE CITY OF ALAMO shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

21. INSURANCE

If required, specific insurance provisions will be included in these bid specifications. An original, completed insurance certificate and all applicable endorsements, meeting the requirements set forth in these specifications, **must be submitted within ten (10) calendar days of a request from the City of Alamo.** The successful vendor must maintain, at all times during performance of the contract, the insurance detailed in these bid specifications. Failure to provide these documents may result in disqualification of the bid, or cancellation of the contract, afterward.

22. ACCEPTANCE BY THE CITY OF ALAMO

The City of Alamo shall have a reasonable time (but not less than 30 calendar days) after receipt to inspect the goods and services tendered by vendor. The City of Alamo, at its option, may reject all or any portion of such goods or services which do not, in the City of Alamo's sole discretion, comply in every respect with all terms and conditions of the contract. The City of Alamo may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City of Alamo elects to accept nonconforming goods and services, the City of Alamo, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City of Alamo for the nonconformity. Any acceptance by the City of Alamo, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

23. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

24. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders shall be requested in writing.

25. ASSIGNMENT

Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written approval by the City of Alamo and consent of the City Commission. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void and shall confer no rights upon any third person.

26. INTERLOCAL PARTICIPATION

- (a) The City of may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City of Alamo's purchasing power. At the City of Alamo's sole discretion and option, the City of Alamo may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB, the City of Alamo may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within **ten** (10) calendar days of receipt.
- (b) In no event shall the City of Alamo be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, the City of Alamo shall not be considered and is not an agent, partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.

- (d) Vendor authorizes the City of Alamo use of Vendor's name, trademarks and Vendor provided materials in the City of Alamo presentations and promotions regarding the availability of use of this contract. The City of Alamo makes no representation or guarantee as to any minimum amount being purchased by the City of Alamo or Entities, or whether Entity will purchase utilizing the City of Alamo Contract.

THE CITY OF ALAMO WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN THE CITY OF ALAMO.

27. GIFT POLICY

The City of Alamo employees are prohibited from soliciting, accepting or agreeing to accept any gifts from outside sources.

28. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the City of Alamo Purchasing Department (Ms. Adela Perez) at (956) 787-0006.

29. DISCLOSURE OF INTERESTED PARTIES (new clause effective January 1, 2016)

Section 2252.908 of the Government Code is an ethics law that was enacted by H.B. 1295 in 2015, that prohibits a governmental entity from entering into a contract with a business entity (contractor) unless contractor submits a disclosure of interested parties for applicable contracts entered into after January 1, 2016.

The Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm provides the electronic filing application that must be used by the successful contractor to file Form 1295.

Upon notification from THE CITY OF ALAMO, the successful contractor will be required to use the electronic application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the contractor will be required to sign the printed copy of the form and have the form notarized.

30. CONFLICT OF INTEREST

The Bidder is required to submit a completed Conflict of Interest Questionnaire (CIQ Form). Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with THE CITY OF ALAMO shall file a completed Conflict of Interest Questionnaire (CIQ) with THE CITY OF ALAMO. The CIQ Form will be submitted as part of the bid. This form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Please consult your own legal advisor if you have questions regarding the statute or form. To report suspected ethics violations impacting The City of Alamo, please call (956) 787-0006.

31. ACKNOWLEDGEMENTS/VERIFICATION

- a. In accordance with Chapter 2271 of the Texas Government Code, the awarded bidder/contractor acknowledges and verifies that the Contractor does not boycott Israel and will not boycott Israel during the term of this contract.
- b. In accordance with Chapter 2274 of the Texas Government Code, the awarded bidder/contractor acknowledges and verifies that the Contractor does not boycott energy companies and will not boycott energy companies during the term of the contract.

In accordance with Chapter 2276 of the Texas Government Code, the awarded bidder/Contractor acknowledges and verifies that the Contractor does not have a practice, policy, guidance, or directive that

discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

SPECIFICATIONS AND GENERAL REQUIREMENTS

SCOPE: The City of Alamo is soliciting bids to repair, rehabilitate, and apply protective coating system to the two (2) existing clarifiers at the City of Alamo Water Treatment Plant.

STANDARD REQUIREMENTS:

1. Prospective bidders must prove beyond any doubt to The City of Alamo Purchasing Department that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
2. When contractor cannot abide by terms and conditions in fulfilling the contract, contractor must supply service or supplies from other sources at the contract price. If Contractor delays in the above, the City of Alamo reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.
3. Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.
4. Price must remain firm for the duration of the contract period.
5. All bids submitted shall be valid for a period of not less than ninety (90) calendar days.
6. **Questions:** Bidders may submit questions concerning the services in this bid in writing by e-mail or fax. The Contact Person is:

Purchasing Agent
City of Alamo
420 N. Tower Rd.
Alamo, TX 78512
Email: aperez@alamotexas.org
(956) 787-0006

7. Questions regarding this bid received after **4:00 PM Central Time on Monday, November 25, 2024** will not be answered in order to allow ample time for distribution of answers and/ or addendums to this bid.
8. Award will be made to the ***overall lowest responsible bidder***, whose price has been determined to be fair and reasonable.
9. **Unbalanced Bids:** The City of Alamo may not award a contract based on a bid with unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated. A bid may be rejected if the City of Alamo determines that the lack of balance poses an unacceptable risk to the City of Alamo.
10. **Bid Bond:** All bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid, payable without recourse to the City of Alamo. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct

business in Texas and authorized to underwrite bonds in the amount of the bid bond. ***Submission of an Individual Surety is not acceptable for purposes of bonding a bid bond.*** Bid Bonds, Certified or Cashier's checks will be retained for the first, second, and third lowest bidders until the contract is executed.

11. **Performance Bond:** A Performance Bond in the amount of the total contract value will be required from the successful bidder for the initial contract period, renewable annually. The Performance Bond will be required for the length of the contract to include the execution of each extension period. Bidders must provide a letter with bid from Bonding Company stating that in the event of award, bidder will be able to provide the requested Performance Bond. Sample bond forms are attached. Bonds submitted must meet the requirements as specified in these samples.
12. **Payment Bond:** A Payment Bond of in the amount of the total contract value is required from the successful bidder for the protection of subcontractors, labors, or suppliers any of the services and/or materials related to this contract. The Payment Bond will be required for the length of the contract to include the execution of each extension period. Bidders must provide a letter with bid from Bonding Company stating that in the event of award, bidder will be able to provide the requested Payment Bond. Sample bond forms are attached. Bonds submitted must meet the requirements as specified in these samples.
13. A **Mandatory Pre-Bid Conference** to be held at the City of Alamo Water Treatment Plant, 800 N 9th Pl, Alamo, Texas 78516 on **Wednesday, November 20, 2024, at 10:30 AM** for all prospective bidders to clarify any questions pertaining to the specifications. In order to be considered for an award, bidder must attend the Mandatory Pre-Bid Conference/ Site Visit. Late or non-attendee(s) will not be allowed to submit a bid for this solicitation.

Bidders are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Bid Conference in order to expedite the proceedings. The City of Alamo's responses to questions received by this due date may be distributed at the Pre-Bid Conference and posted at the City of Alamo's website. Bidders may submit written questions concerning this Bid to Ms. Adela Perez, Purchasing Agent via email at aperez@alamotexas.org, or via facsimile at 956-283-8855.

Any oral responses provided by the City of Alamo staff at the Pre-Bid Meeting, or any other time, shall be preliminary. A written summary of the Pre-Bid Meeting shall contain official responses, if any. Any oral response given at the Pre-Bid Meeting that is not confirmed in the written summary of the Pre-Bid Meeting or by a subsequent addendum shall not be official or binding on the City of Alamo. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City of Alamo shall not be binding on the City of Alamo.

14. Safety. Vendor/contractor recognizes and agrees that safety is of great importance in performing any work for the City of Alamo, regardless of the risk associated with the work.

COMMUNICATION RESTRICTIONS

1. Bidders or their representatives are prohibited from communicating with any City of Alamo officials to include City Commissioners.
2. Respondents or their representatives are prohibited from communicating with the City of Alamo employees regarding this bid, except as provided under TECHNICAL QUESTIONS, from the time the bid is released until the contract is awarded.
3. This includes "thank you" letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the bid response submitted by Bidder.
4. Violation of this provision by the Bidder and/or their agent may lead to disqualification of the Bidder's bid response from consideration.

POLICIES ON EQUAL EMPLOYMENT OPPORTUNITY DISADVANTAGE BUSINESS ENTERPRISES (DBE)

1. Equal Employment Opportunity Requirements – The City of Almao highly encourages Respondents to implement Affirmative Action practices in their employment programs. This means Respondents should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, national origin, political belief or affiliation, age, disability or genetic information.

**THE CITY OF ALAMO STANDARD INSURANCE SPECIFICATIONS &
CERTIFICATE OF LIABILITY INSURANCE REQUIREMENTS**

1. Commercial Insurance Specifications:

a. Commencing on the date of this Contract, the CONTRACTOR shall, at his own expense, purchase, maintain and keep in force such lines of insurance coverage as will protect him and the City of Alamo (“The CITY”) and their employees and agents from claims, which may arise out of or result from his operations under this Contract, whether such operations are by himself, by any Sub-contractor, supplier or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, including, without limitation, the following lines of insurance coverage:

- 1) **Workers' Compensation (WC)** insurance that will protect the CONTRACTOR and the CITY from claims under statutory Workers' Compensation laws, disability laws or such other employee benefit laws and that will fulfill the requirements of the jurisdiction in which the work is to be performed.

The minimum policy limits of liability for this line of insurance coverage shall be statutory limits.

This line of insurance coverage shall be endorsed to provide a **Waiver of Subrogation** in favor of the CITY with respect to both this line of insurance coverage and the **Employers' Liability (EL)** insurance (as specified immediately below in section 1.a.2).

- 2) **Employers' Liability (EL)** insurance (**Part 2** under a standard Workers' Compensation policy) that will protect the CONTRACTOR and the CITY for damages because of bodily injury, sickness, disease of vendor's employees apart from that imposed by Workers' Compensation laws.

This line of insurance coverage shall have minimum policy limits of liability of not less than:

\$ 1,000,000.00	Bodily Injury by Accident
1,000,000.00	Bodily Injury by Disease - Each Employee
1,000,000.00	Bodily Injury by Disease - Policy Limit

- 3) **Commercial General Liability (CGL)** insurance that will protect the CONTRACTOR and the CITY from claims for damages because of bodily injury, personal injury, sickness, disease or death and insurance that will protect the CONTRACTOR and the CITY from claims for damages to or destruction of tangible property of others, including loss of use thereof.

This line of insurance coverage shall:

- Cover independent contractors;
- Not include any exclusions relating to blasting, explosion, collapse of buildings or damage to underground property (*if applicable*);
- Afford coverage for Products Liability and/or Completed Operations and, Contractual Liability.

The minimum policy limits of liability for this line of insurance coverage shall be:

\$ 1,000,000.00	Occurrence Limit
-----------------	------------------

2,000,000.00	General Aggregate
2,000,000.00	Products/Completed Operations Aggregate
1,000,000.00	Personal and Advertising Injury
1,000,000.00	Contractual Liability

This line of insurance coverage shall be endorsed:

- Naming the CITY as an **Additional Insured**; and
- To provide a **Waiver of Subrogation** in favor of the CITY.

4) **Commercial/Business Automobile Liability (AL)** insurance that will protect the CONTRACTOR and the CITY from claims for damages arising out of the maintenance, operation, or use of any owned, non-owned or hired vehicles.

Minimum policy limits of liability for this line of insurance coverage for bodily injury and property damage **combined** shall be not less than \$1,000,000.00 per each occurrence.

This line of insurance coverage shall be endorsed:

- Naming the CITY as an **Additional Insured**; and
- To provide a **Waiver of Subrogation** in favor of the CITY.

- b. CONTRACTOR shall require all Sub-contractors to carry lines of insurance coverage appropriate to their scope of Work.
- c. CONTRACTOR agrees that with respect to the above required lines of insurance, all insurance policies are to contain or be endorsed to the extent, not inconsistent with the requirements of the issuing insurance carrier, to provide for an endorsement that the "other insurance" clause shall not apply where the CITY are an Additional Insured shown on the policy if such endorsement is permitted by law and regulations.
- d. CONTRACTOR shall, upon request of the CITY, provide copies of all insurance policies and endorsements required under Contract.
- e. CONTRACTOR is responsible for the deductibles under all lines of insurance coverage required by these Specifications.
- f. The stated policy limits of each line of insurance coverage required by these Specifications are MINIMUM ONLY and it shall be the CONTRACTOR's responsibility to determine what policy limits are adequate and the length of time each line of insurance coverage shall be maintained; insurance policy limits are not a limit of the CONTRACTOR's liability.
- g. These minimum limits of insurance coverage may be either basic policy limits of the WC/ EL, CGL and AL or any combination of basic limits or umbrella limits.
- h. The CITY acceptance of Certificate(s) of Liability Insurance that in any respect, do not comply with these Specifications does not release the CONTRACTOR from compliance herewith.
- i. Each line of insurance coverage that is required under these Specifications shall be so written so as to provide the CITY thirty (30) calendar days advance written notice directly of any cancellation or non-renewal of coverage,

and not less than ten (10) calendar days advance written notice for nonpayment of premium.

- j. Within five (5) calendar days of cancellation or non-renewal of coverage, the CONTRACTOR shall provide a replacement Certificate of Liability Insurance and applicable endorsements to the CITY. The CITY shall have the option to suspend the CONTRACTOR's performance should there be a lapse in coverage at any time during this Contract.
- k. Failure to provide and to maintain continuous coverage by each of the required lines of insurance shall constitute a material breach of this contract.
- l. In addition to any other remedies the CITY may have upon the CONTRACTOR's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CITY shall have the right to order the CONTRACTOR to stop performing services hereunder and/or withhold any payment(s) which become due to the CONTRACTOR hereunder until the CONTRACTOR demonstrates compliance with the specifications hereof.
- m. Nothing herein contained shall be construed as limiting in any way the extent to which the CONTRACTOR may be held responsible for payments of damages to persons or property resulting from the CONTRACTOR's or its Sub-contractor's performance of the services covered under this Contract.
- n. It is agreed that the CONTRACTOR's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the CITY and their employees and agents for liability arising out of operations under this Contract.
- o. CONTRACTOR agrees that all lines of insurance coverage required by these Specifications shall be with insurance companies, firms or entities that have an **A.M. Best** rating of "A- ("A"- minus)" and a **Financial Size Category** of a "VII" or better. All lines of insurance coverage shall be of an "Occurrence" type except for the Contractor's Pollution Liability line of insurance coverage.

The CITY will accept worker's compensation coverage written by the Texas Workers Compensation Insurance Fund.

- p. The CITY reserves the right to review the above stated insurance specifications during the effective period of this Contract and any extension or renewal hereof and to request modification of lines of insurance coverage and their respective liability limits when deemed necessary and prudent by the CITY' Risk Manager and Legal Department based upon changes in statutory law, court decisions, or circumstances surrounding this Contract.

In no instance will the CITY allow modification whereupon the CITY may incur increased risk exposure.

2. Certificate(s) of Liability Insurance ("Certificate") Requirements

Prior to the commencement of any work under this Contract and once notified by the CITY Purchasing Division that your Company has been selected as the apparent, lowest responsive Bidder, pending City Commission final approval, and you will be requested to submit your Company's Certificate(s) of Insurance and such Certificate(s) must meet all of the following requirements:

- a. The CONTRACTOR shall have completed by its insurance agent(s), a Certificate(s) providing evidence of the lines of insurance coverage pursuant to Section 1.a.1) through 1.a.4) listed above.
- b. The original Certificate(s) or form must include the agent's original signature, including the signer's company affiliation, mailing address, Office and FAX phone numbers, email address, and contact person's name; and, be

mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative in strictly compliance with sections 2.g. (**Certificate Holder**) and 2.h. (**Distribution of Completed Certificates**) below.

- c. The Texas Legislature passed and Governor Perry signed Senate Bill 425 to become effective January 1, 2012. This law will require all certificates of insurance forms to be filed with and approved by the Texas Department of Insurance before they can be used after the effective date of the law. In addition, the law codifies current Texas Department of Insurance rules that a certificate of insurance must not obscure or misrepresent the coverage provided by the insurance policies.
- d. The CITY will not accept Memorandum of Insurance or Binders as proof of insurance.
- e. The CITY shall have no duty to pay or perform under this Agreement until such certificate(s) and endorsements have been received, reviewed and deemed 100% compliant with The CITY Purchasing Bid document Insurance Specifications by The CITY's Risk Management/Purchasing Division. No one other than the CITY Risk Manager shall have authority to waive any part of this requirement.
- f. **Additional Insured:**

The CITY requires that the Automobile Liability ("AL") and the Commercial General Liability ("CGL") policies must be endorsed naming Certificate Holder (as per item 2. i. below) as an **Additional Insured** and, so noted in the DESCRIPTION OF OPERATIONS section of the Certificate;

Suggested wording to be placed on the Certificate is as follows:

EITHER use,

The AL and CGL policies include a blanket automatic **Additional Insured** endorsement that provides additional insured status to the Certificate Holder only when there is a written contract between the named Insured and the Certificate Holder that requires such status.

OR use,

The AL and CGL policies are endorsed naming the Certificate Holder as an **Additional Insured**.

NOTE: If the above wording cannot be placed in the **DESCRIPTION OF OPERATIONS** section of the Certificate, please provide the CITY with the completed Certificate, a copy of the specific AL and CGL Additional Insured endorsement documents or the policy wording from both the AL and CGL policies.

- g. **Waiver of Subrogation:**

The CITY requires that the AL, CGL and Workers' Compensation/Employer's Liability ("WC/EL") policies must be endorsed with the **Waiver of Subrogation** in favor of Certificate Holder (as per item 2.i. below) and, so noted in the DESCRIPTION OF OPERATIONS section of the Certificate;

Suggested wording to be placed on the Certificate is as follows:

EITHER use,

The AL, CGL and WC/EL policies include a blanket, automatic **Waiver of Subrogation** endorsement that provides this feature only when there is a written contract between the named Insured, the Certificate Holder that requires such status.

OR use,

The AL, CGL and WC/EL policies are endorsed with the **Waiver of Subrogation** in favor of the Certificate Holder.

NOTE: If the above wording cannot be placed in the **DESCRIPTION OF OPERATIONS** section of the Certificate, please provide the CITY with the completed Certificate, a copy of the specific AL, CGL and WC/EL Waiver of Subrogation endorsements documents or the policy wording from each of the AL, CGL and WC/EL policies.

- h. The CITY Bid number(s) and the Bid name **shall be included** in the Description of Operations section located in the bottom half of the standard ACORD Certificate of Liability Insurance forms.
- i. **Certificate Holder** – The CITY shall be shown as the Certificate Holder in the Certificate Holder section located in the bottom half of the standard ACORD Certificate of Liability Insurance forms:
- j. **Distribution of Completed Certificates** - Completed **Certificates of Liability Insurance** shall be distributed by the CONTRACTOR within ten (10) calendar days after receipt of written confirmation of being notified as the awarded Bidder by the City Commission.

1) Send Original:

a) By **Mail:** 420 N. Tower Rd.
Alamo, Texas 78516

b) By **Fax:** (956) 283-8855

c) By **E-Mail:** aperez@alamotexas.org

2) Send Copy by mail to:

City of Alamo
Attention: Purchasing Division
420 N. Tower Rd.
Alamo, TX 78516

- k. CONTRACTOR shall be responsible for obtaining Certificates of Liability Insurance from the first-tier Sub-contractor, and upon request furnish copies to the CITY.

3. **SURVIVAL**

Any and all representations, conditions and warranties made by CONTRACTOR under this Contract including, without limitation, the provisions of Section 1.a.2), 1.a.3) and 1.a.4) of these **Insurance Specifications** are of the essence of this Contract and shall survive the execution and delivery of it, and all statements contained in any document required by the CITY whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder

SAMPLE PERFORMANCE BOND

STATUTORY PERFORMANCE BOND
Pursuant to Vernon's Texas Government Code
Title 10, Chapter 2253, as amended
(Penalty of this Bond must be 100% of Bid Award)

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That «Company Name» «Street Address» «City and State» «Zip Code» (hereinafter called "Principal"), as Principal, and «Surety Name», a Corporation organized and existing under the laws of the State of «Surety's State », with its principal office in the City of «City of Surety's Principal Office», and authorized under the laws of the State of Texas to act as surety on bonds for principals (hereinafter called "Surety"), are held and firmly bound unto THE CITY OF ALAMO COMMISSIONERS COURT, Alamo, Hidalgo County, Texas (hereinafter called "Owner/Obligee"), in the amount of «Written Contract Amt». Dollars «Formatted Price», for the payment whereof, Principal and Surety firmly bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, Principal has entered into a certain written contract with the Owner/Obligee, dated the «Commissioner Court Date» day of «Commissioner Court Month», «Commissioner Court Year», consisting of «Bid No»; «Project Name» (hereinafter called "the Contract"), 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 Principal shall faithfully perform the work in accordance with the plans, specifications and Contract Documents, then this obligation shall be void; otherwise to remain in full force and effect.

NOW, THEREFORE, if Principal shall repair any and all defects in said work occasioned by and resulting from defect in materials furnished by, or workmanship of, Principal in performance of the work covered by the Contract, occurring during a period of within 24 months from the date of the Contract Completion Certification, therein this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 10, Chapter 2253, as amended, of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of this Chapter, 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, or other waiver or amendment of the terms of the Contract or to the work to be performed thereunder, nor any change in the method nor any change in the method or amount of payments stipulated to be made by Owner/Obligee under the Contract, shall relieve Surety of its obligations hereunder, and Surety hereby waives notice of any such change, extension of time, waiver or amendment of the terms of the Contract or to the work to be performed thereunder. The bond shall be automatically extended in time, without formal and separate amendment, to cover full and faithful performance of the Contract in the event of modification of the Contract, regardless of the length of time involved.

IN WITNESS THEREOF, Principal and Surety have signed and sealed this instrument on _____ day of _____, 2024.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

Name, Address and Telephone Number of Resident Agent of Surety:

STATUTORY PAYMENT BOND
Pursuant to Vernon's Texas Government Code
Title 10, Chapter 2253, as amended

Bond No. _____

(Penalty of this Bond must be 100% of Bid Award)

KNOW ALL MEN BY THESE PRESENTS:

That «Company Name»«Street Address»«City and State»«Zip Code» (hereinafter called "Principal"), as Principal, and «Surety Name», a corporation organized and existing under the laws of the State of «Surety's State », with its principal office in the City of «City of Surety's Principal Office», and authorized under the laws of the State of Texas to act as surety on bonds for principals (hereinafter called "Surety"), are held and firmly bound unto THE CITY OF ALAMO COMMISSIONER COURT, Alamo, Bexar County, Texas (hereinafter called "Owner/Obligee"), in the amount «Written Bid Amt» Dollars «Formatted Price», for the payment whereof, Principal and Surety firmly bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, Principal has entered into a certain written contract with the Owner/Obligee, dated the «Commissioner Court Date» day of «Commissioner Court Month», «Commissioner Court Year» consisting of «Bid No» ; «Project Name» (hereinafter called "the Contract"), 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 Principal shall faithfully pay in full all claimants supplying labor and material to Principal or to a subcontractor in the prosecution of the work provided for in the terms of the Contract Documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 10, Chapter 2253, as amended, of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of this Chapter, 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, or other waiver or amendment of the terms of the Contract or to the work thereunder, nor any change in the method nor any change in the method or amount of payments stipulated to be made by Owner/Obligee under the Contract, shall relieve Surety of its obligations hereunder, and Surety hereby waives notice of any such change, extension of time, waiver or amendment of the terms of the Contract or to the work thereunder. The bond shall be automatically extended in time, without formal and separate amendment, to cover full and faithful performance of the Contract in the event of modification of the Contract, regardless of the length of time involved.

IN WITNESS THEREOF, Principal and Surety have signed and sealed this instrument on the _____ day of _____, 2024.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

Name, Address and Telephone Number of Resident Agent of Surety:

SCOPE OF WORK

The scope of work consists of the rehabilitation of the interior and exterior surface of Clarifier No. 1 and 2 at the Alamo Water Treatment Plant (WTP). Clarifier No. 2 is included as an alternate and will be included only if time permits as deemed by the City of Alamo. Clarifiers must be both in service by March 21, 2025.

The clarifier interior has experienced severe corrosion. The interior basin and walkway bridge will be fully rehabilitated, cleaned, sandblasted to near white finish, primed, and re-coated to enhance durability and performance. The exterior has performed well, with only minor deficiencies and will be spot-primed to address only visible corrosion instead of painting the entire exterior clarifier surface. Construction plans include an estimate of square footage coating required for both interior and exterior.

1. GENERAL INSTRUCTIONS:

Provided below are the general steps to rehabilitate the clarifiers:

A. Interior Clarifier Preparation:

- Safety Measures: Ensure all personnel are equipped with appropriate personal protective equipment (PPE), including respirators, gloves, and eye protection.
- Site Assessment: Inspect the clarifier for issues prior to starting the cleaning process.
- Access Setup: Install scaffolding or other access equipment as needed to safely reach all areas of the clarifier interior.

B. Interior Clarifier Cleaning:

- Remove Debris: Clear the interior of the clarifier of any sediment, debris, or organic material. Any damage by the Contractor shall be repaired to Owner's satisfactions.

C. Interior Clarifier Sandblasting:

- Equipment Setup: Set up the sandblasting equipment and ensure that it is functioning properly.
- Containment: Use appropriate containment methods to minimize dust and debris dispersal in the surrounding area. Containment method must be approved by Engineer before any sandblasting, cleaning, coating/painting effort commences.
- Sandblasting: Begin sandblasting the interior surfaces, aiming for a near-white finish (SSPC-SP 10, Near-White Metal Blast Cleaning). Ensure even coverage and pay attention to corners and hard-to-reach areas.
- Inspection: After sandblasting, inspect the surface for consistency and ensure it meets the required finish.

D. Interior Clarifier Cleaning:

- Dust Removal: Remove all dust and particles from the surface.
- Final Inspection: Check for any missed spots or areas requiring additional sandblasting. City's Inspector will confirm.

E. Interior Clarifier Coating/Painting:

- Primer Application: Apply a primer to the clean, dry surface. Ensure the primer is compatible with the final coating system.
- Curing Time: Allow the primer to cure according to manufacturer specifications.
- Topcoat Application: Once the primer has cured, apply the topcoat evenly.

- Final Inspection: Inspect the coated surfaces for uniformity, coverage, and adhesion.

F. Exterior Clarifier Coating

Assessment of the clarifier's exterior paint system indicates that 12-16-mils of original coating system remain. Small, isolated patches of rust on the steel frame exterior are visible. Spot prime visible corrosion in lieu of painting the entire exterior face.

Use hand cleaning tools (SSPC-SP 2) and spot prime.

- Primer Application: Apply a primer to the clean, dry surface. Ensure the primer is compatible with the final coating system.
- Curing Time: Allow the primer to cure according to manufacturer specifications.
- Second Coat: Once the primer has cured, apply the topcoat evenly.
- Final Coat; Apply a final coat.
- Final Inspection: Inspect the coated surfaces for uniformity, coverage, and adhesion.

G. Final Steps:

- Remove Containment: Carefully remove any containment materials used during sandblasting and coating.
- Equipment Clean-Up: Clean and store all equipment used during the project.
- Final Inspection: Conduct a final inspection of the entire area to ensure everything is in order and that the site is safe for return to service. Final inspection will be verified by the City's Inspectors.
- Allow proper curing time as recommended by the coating manufacturer prior to re-introducing clarifier back into service.

2. OTHER INSTRUCTIONS:

- Clarifier No. 1 will be dewatered by the City of Alamo. Any sludge remaining at the bottom of the clarifier after the dewatering process shall be removed by the Contractor.
- Working Hours - 7 AM to 5 PM, Monday to Friday unless otherwise approved by the City of Alamo.
- Conduct a field inspection of the project site. Account of any special work requirements as part of the Contractor's Means and Methods to access areas that require coating.
- The coating applicator shall be certified or licensed by the epoxy lining system manufacture. Refer to Specification Section 09 90 81 for additional requirements.
- All debris generated from the work shall be promptly removed and disposed of in accordance with all local, state, and federal regulations.

3. PHASING PLAN/SCHEDULE:

- Only one (1) clarifier is allowed to be out of service at any one time.
- The Contractor is not allowed to initiate work related to the second clarifier until the first clarifier's rehabilitation work is complete, accepted, and back in service.
- Clarifier No. 1 shall not be returned to service until proper curing time is achieved as recommended by the selected coating manufacturer.
- All work shall be completed during the City's low water demand period, December 16, 2024 and

March 21, 2025 (92 Calendar Days). Clarifiers No. 1 and 2 must be back in service no later than March 21, 2025.

E. If any delays are encountered during rehabilitation of Clarifier No. 1 are encountered, Contractor will not proceed with Clarifier No. 2.

3. EXHIBITS:

Exhibit 1- Technical Specifications for the approved coating products
09 90 81 – Coating System

Exhibit 2- Drawings (Sheet 1 to 7)

BID PROPOSAL

Item	Description	Unit	Quantity	Unit Bid Price	Total
CLARICONE CLARIFIER NO. 1					
1	Claricone Clarifier No. 1 (Interior)	SF	10,000	\$	\$
2	Claricone Clarifier No. 1 (Walkway Bridge)	LS	1	\$	\$
3	Flow Splitter Box (Walkway Bridge)	LS	1	\$	\$
4	Claricone Clarifier No. 1 (Exterior)	SF	3,000	\$	\$
5	Remove and Dispose of Sludge	CY	120	\$	\$
BASE BID AMOUNT (Items 1-5)					\$

Item	Description	Unit	Quantity	Unit Bid Price	Total
6	Mobilization & Demobilization (Max 6% of Line Items 1 to 5)	LS	1	\$	\$
7	*Intermediate Mobilization and Demobilization	EA	1	\$	\$
TOTAL MOBILIZATION AND DEMOBILIZATION (Items 6-7)					\$

Mobilization and demobilization lump sum bid shall be limited to a maximum 6% of the line item 1-5 Sub-Total Base Bid Amount. The line item 1-5 Sub-total base bid is defined as all bid items EXCLUDING Item 6- Intermediate Demobilization and Remobilization and Item 7 – Mobilization and Demobilization. In the event of a discrepancy between the written percentage and dollar amount shown for Mobilization and Demobilization written percentage will govern. If the percentage written exceeds the allowable maximum stated for mobilization and demobilization, Owner reserves the right to cap the amount at the percentages shown and adjust the extensions of the bid items accordingly.

TOTAL BID PRICE (TO INCLUDE LINE ITEMS 1-5, and 6-7)	\$
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Deductive and Additive Alternates: Owner reserves the right to award a contract with or without the following alternates. The Total for each alternate should be the full price for the alternate separate from pricing included in the Total Bid Price. In addition, Mobilization/Demobilization shall be inclusive to each alternate's Total.

ADDITIVE ALTERNATE No. 1- Owner reserves the right to award contract with or without the following additive alternate.					
Item	Description	Unit	Quantity	Unit Bid Price	Total
CLARICONE CLARIFIER NO. 2					
8	Claricone Clarifier No. 2 (Interior)	SF	10,000	\$	\$
9	Claricone Clarifier No. 2 (Walkway Bridge)	LS	1	\$	\$
10	Claricone Clarifier No. 1 (Exterior)	SF	3,000	\$	\$
11	Remove and Dispose of Sludge	CY	120	\$	\$
TOTAL ADDITIVE ALTERNATIVE (Item 8 to 11)					\$

Receipt is hereby acknowledged of the following addenda to the Contract Document:

Addendum No. 1: _____

Addendum No. 2: _____

SCHEDULE OF MANUFACTURERS AND SUPPLIERS FOR MAJOR EQUIPMENT/PRODUCTS

The Contract Documents are based upon the equipment or products available for the manufactures/suppliers denoted as 1,2,3, etc. below. Respondents must indicate in the Proposal which manufacturer/supplier the proposal is intended for use for each item of equipment listed below by circling one of the listed suppliers/manufacturers. If Respondent circles more than one listed supplier, the Respondent must use the first supplier circled. If the Respondent does not circle one of the listed suppliers/manufacturers for an item of equipment, the Respondent must use the first listed supplier/manufacturer for that item.

Specification Section	Equipment	Equipment Manufacturer (Circle One)
09 90 81	Coating System	1. Tenemec 2. Carboline 3. Sherwin Williams

SUBMITTAL CHECKLIST

- 1. Bid Proposal
- 2. Acknowledge addendums (refer to Bid Proposal)
- 3. Schedule of manufacturers and suppliers for major equipment/products
- 4. Bid Bond
- 5. Project Schedule

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: CITY OF ALAMO
PURCHASING DEPARTMENT
420 N. TOWER ROAD
ALAMO, TEXAS 78516

MARK ENVELOPE: FORMAL INVITATION FOR BIDS FOR CITY OF ALAMO WATER
TREATMENT PLANT CLARIFIER REHABILITATION AND
PROTECTIVE COATING

IMPORTANT SOLICITATION DATES:

***PRE-BID MEETING:** Wednesday, November 20, 2024, (10:30 AM CST)
LAST DAY TO ASK QUESTIONS: Monday, November 25, 2024 (4:00 PM CST)
ADDENDUM DATE: Wednesday, November 27, 2024, (10:30 AM CST)
OPENING BID DATE: Friday, December 6, 2024, (3:00 P.M CST)

* City of Alamo Water Treatment Plant, 800 N 9th Pl, Alamo

EXHIBIT 1

Technical Specifications for the approved coating products 09 90 81 – Coating System

SECTION 09 90 81
GENERAL COATING SYSTEMS

PART 1 - GENERAL

1.1 SCOPE

- A. The work of this section includes general specifications for coating of all interior surfaces, and the painting of all exterior surfaces of the Claricone Solids Contract Clarifier. Clarifier is located within the fenceline of the Alamo Water Treatment Plant.

1.2 GENERAL REQUIREMENTS

- A. Furnish all materials, equipment, accessories and supplies required for work specified herein.
Obtain all permits necessary to complete the surface preparation and coatings work for this project including: removal, handling, storage, and disposal of hazardous/toxic waste materials. For painting and blasting of water storage tanks or clarifiers the contractor shall perform the work covered herein in accordance with TCEQ regulations "Abrasive Blasting of Water Storage Tanks performed by Portable Operations" Title 30, Part 1, Chapter III; Subchapter A; Division 3.
- B. Use non-lead coatings which comply with all applicable laws, regulations, ordinances of the federal, state and local governments. VOC regulations per the EPA shall also be followed.
- C. Specifications cover the surface specifications for preparation and painting of the clarifier surfaces, both interior and exterior, unless otherwise specified or excluded.
- D. The environment shall be protected to include adjacent work, traffic, property and persons from damage from overspray, over-blast, and spillage. Should damages occur the Contractor is responsible to make provisions for repair as quickly as possible.
- E. Storage and handling of materials shall be done in accordance with the manufacturer's Product Design Specification (PDS).
- F. Provide access equipment, lighting and necessary equipment to perform work that allows for safe access to the inspector for inspection. All equipment, operations and installation of equipment shall comply with OSHA 29 CFR 1910 & 29 CFR 1926.
- G. Safety of all personnel is the contractor's responsibility. The contractor shall provide personnel who are painting with explosion-proof lighting and proper electrically grounded equipment. All handling and application of coatings shall be in accordance with the manufacturer's PDS and Material Safety Data Sheets (MSDS).
- H. Site cleanup shall be done by the Contractor on a daily basis (ongoing basis).

1.3 REFERENCE SPECIFICATIONS AND STANDARDS

- A. Without limiting the general aspects of other requirements of these specifications, all surface preparation, coating and painting of interior and exterior surfaces and inspection shall conform to the current version of applicable requirements of the Society for Protective Coatings, NACE International, ASTM (American Society for Testing and Materials), AWWA and the manufacturer's printed instructions. The Society of Protective Coatings and NACE have merged becoming the Association for Materials Protection and Performance (AMPP). All references to these former organizations' specifications are understood to include the latest published requirements and standards of the AMPP as intended for this contract.
 - 1. ASTM (American Society for Testing and Materials)
 - a. ASTM D 520 Standard Specification for Zinc Dust Pigment
 - b. ASTM D 4417 Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel
 - c. ASTM E 337 Standard Practice Test Method for Measuring Humidity with a Psychrometer
 - d. ASTM D2200 Standard Methods of Evaluating Degree of Rusting on Painted Surfaces
 - 2. ANSI (American National Standards Institute)

City of Alamo Water Treatment Plant
Clarifier Rehabilitation and Protective Coating

- a. ANSI/ASC 29.4 Exhaust Systems Abrasive Blasting Operations – Ventilation and Safe Practice
 - b. ANSI/NSF Standard 61 Drinking Water Components
 3. AWWA (American Water Works Association)
 - a. AWWA D 102 Coating Steel Water Storage Tanks
 4. Consumer Product Safety Act, Part 1303
 5. NACE International
 - a. NACE Publication TPC2
 - 1) Coatings and Linings for Immersion Service: Chapter 1 Safety, Chapter Surface Preparation, Chapter 3 Curing, and Chapter 4 Inspection
 - b. NACE Standard SP0178
 - 1) Standard Recommended Practice – Fabrication Details, Surface Finish Requirements and Proper Design Considerations for Tanks and Vessels to be Lined for Immersion Service
 - c. NACE Standard SP0188
 - 1) Standard Recommended Practice – Discontinuity (Holiday) Testing of Protective Coatings
 - d. NACE Standard RP0287
 - 1) Field Measurement of Surface Profile of Abrasive Blast-Cleaned Steel Surfaces Using a Replica Tape
 - e. NACE Standard RP0288
 - 1) Standard Recommended Practice, Inspection of Linings on Steel and Concrete
 6. OSHA (Occupational Safety & Health Administration)
 - a. 1915.35 Standards – 29 CFR – Painting
 7. SSPC (Society for Protective Coatings)
 - a. SSPC-SP2: Hand Tool Cleaning
 - b. SSPC-SP3: Power Tool Cleaning
 - c. SSPC-SP11: Power Tool Cleaning to Bare Metal
 - d. SSPC-PA-1: Shop, Field and Maintenance Painting
 - e. SSPC-PA-2: Measurement of Dry Film Thickness with Magnetic Gages
 - f. SSPC-PA-3: Guide to Safety in Paint Application
 - g. SSPC-Guide 12 Guide for Illumination of Industrial Painting Project
 - h. SSPC-VIS 1-89 Pictorial Surface Preparation Standards for Painting Steel Surfaces
 - i. SSPC Paint Spec 36: Two Component Weatherable Aliphatic Polyurethane Topcoat, Performance-Based
 8. SSPC/NACE Joint Standards
 - a. SSPC-SP5/NACE 1: White Metal Blast Cleaning
 - b. SSPC-SP6/NACE 3: Commercial Blast Cleaning
 - c. SSPC-SP7/NACE 4: Brush-Off Blast Cleaning
 - d. SSPC-SP10/NACE 2: Near-White Metal Blast Cleaning
- B. The Engineer's decision shall be final as the interpretation and/or conflict between any of the referenced specifications and standards contained herein.

1.4 CONTRACTOR

- A. The Contractor shall have five (5) years practical and documented experience and successful history in the application of specified product to surfaces of steel water tanks, clarifiers, or other similar equipment at a water treatment plant. Upon request, he shall substantiate this requirement by furnishing a list of references and job completions.
- B. Contractor's superintendent/foreman must have a minimum of ten (10) years of experience with coating potable storage tanks or clarifiers. Superintendent/foreman must be on-site while the work indicated within this section is underway. Submit a list of recent projects and names of references for those projects.
- C. The Contractor shall submit with his bid a written statement by the coatings manufacturer stating that the Contractor is familiar with the materials specified and has workers capable of performing the work specified herein.
- D. The personnel performing the work shall be knowledgeable and have the required experience and skill to adequately perform the work for this project, in accordance with SSPC-PA1, "Shop, Field and Maintenance Painting".

1.5 QUALITY ASSURANCE

- A. Personnel: The CONTRACTOR shall have a full complement of personnel, for the proper coordination and expedition of the work, on a continuous basis until the Work is completed and accepted.
- B. General: Quality assurance procedures and practices shall be utilized to monitor all phases of 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.
- C. Surface Preparation: Surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces: SSPC-VIS 1-89", ASTM D2200-95, "Standard Methods of Evaluating Degree of Rusting on Painted Surfaces", ASTM D 4417-91, Method A and/or Method C or NACE Standard RP0287-87. In all cases, the written standards shall take precedence over the visual standards. In addition, NACE Standard SP0178-91, along with the Visual Comparator, shall be used to verify the surface condition of welds.
- D. 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 surface temperature is less than 5°F above the dew point, 4) the air temperature is expected to drop below the minimum temperature for the products specified within six 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 Psychometric 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.
- E. Recoat Cycle: The CONTRACTOR shall review the manufacturer's published product/technical data for minimum and maximum recoat times for all the coatings selected for use. No succeeding coat shall be applied prior to the minimum recoat time of the preceding coat. If the maximum recoat window is exceeded prior to the application of the succeeding coat. Then the CONTRACTOR shall prepare the surface in accordance with the manufacturer's published product/technical data prior to the application of the next coat. The cost of this additional surface preparation shall be the CONTRACTOR'S responsibility with no additional cost to the OWNER. The Contract Time shall not be increased as a result of this additional surface preparation.
- F. Coating Thickness: Thickness of coatings and paint shall be measured checked according to the procedures outlined in SSPC-PA 2 "Measurement of Dry Film Thickness with Magnetic Gages" with particular attention to section(s) 4.0, 7.8, 7.9, 7.11, 7.13, 7.14, with a non-destructive, magnetic-type thickness gauge that has been calibrated according to the procedures outlined in SSPC-PA 2 "Measurement of Dry Film Thickness with Magnetic Gages" with particular attention to section(s) 3.0, 7.4, 7.5, 7.15. Pass/fail criteria shall require that ninety (90) percent of the spot measurements (average of 3-gauge readings within a 1.5 inch diameter area) be at or above the minimum specified dry film thickness. Of the remaining ten (10) percent of the spot measurements (average of 3-gauge readings within a 1.5 inch diameter area) that are below the minimum specified dry film thickness, they shall be no less than ninety (90) percent of the minimum specified dry film thickness. Areas that fail to meet these criteria shall be corrected at no expense to the Owner. Use of an instrument such as a Tooke Gauge, precision groove grinder, etc. is permitted if a destructive test is deemed necessary by the Engineer and the total Dry Film Thickness (DFT) s less than 50 mils.
- G. Holiday (Pinhole) Testing: The integrity of interior coated surfaces shall be tested for holidays in accordance with NACE Standard SP0188. For dry films less than 20 mils, a non-destructive holiday detector shall not exceed 67.5 volts, nor shall destructive holiday detector exceed the voltage recommended by the manufacturer of the coating system. A solution of 1-ounce non-sudsing type wetting agent, such as Kodak Photo-Flo, and 1 gallon of tap water shall be used to perform the holiday testing. For coating thickness at 20 mils and greater, a high voltage Tinker & Razor AP/W holiday tester shall be used. Contact coating manufacturer for voltage recommendations and curing parameters.

All pinholes and/or holidays shall be marked and repaired in accordance with the manufacturer's printed recommendations and retested. No pinholes or other irregularities will be permitted in the final coating.

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

I. Inspection: Inspection for this project shall consist of 'hold point' inspections. The Engineer or his representative 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 returning the clarifier into service. Contractor will insure that sufficient rigging is in place so that the Engineer or his representative shall be able to conduct the required inspections.

Clarifier Inlet(s)/Sludge Discharge/Slurry Discharge/Outlet Piping/: The CONTRACTOR shall be responsible for assuring that no foreign material including, but not limited to paint, abrasive, rags, or tools enter the clarifier and all its associated appurtenances during the prosecution of the Work. To aid in preventing the entrance of foreign material, the Contractor shall drain the clarifier and shall not be removed until the interior and exterior painting is complete. If an expandable plug is used/inserted into any related piping, the plug shall be placed at approximately 18 in. down in the pipe to allow the proper coating of the inlet/outlet pipe.

J. Warranty Inspection: Warranty inspection shall be conducted as described in Section 5.2 of AWWA D102 during the eleventh month following acceptance of all coating and painting work. All defective work shall be repaired in accordance with this specification and to the satisfaction of the Engineer and/or Owner. The performance of this inspection and/or any remedial work shall not relieve the Contractor of any responsibility for defects in materials or workmanship which may or may not be evident during the inspection.

K. Application and Damages: The materials shall be applied in accordance with the manufacturer's product/technical data and such that the end results are in compliance with these specifications. Application equipment shall be good quality and shall be as recommended by the coating manufacturer. Techniques shall be used which will not cause coating droplets to travel. Spray painting of the exterior surface shall only be utilized when the wind velocity and direction are such that damage will not occur to any other part of the water treatment plant and especially the water being treated. Brush and roller painting of exterior surfaces shall be done only when the wind velocity and direction are such that damage will not occur to any other part of the water treatment plant and especially the water being treated. Prior to the cleaning or painting of any surface, the CONTRACTOR shall present a written plan for review by the OWNER and Engineer concerning how abrasive and or paint damage to any other part of the water treatment plant will be removed. Approval of this plan shall not relieve the CONTRACTOR from the responsibility of settling claims, but is intended as an avenue to expedite and minimize such claims.

1.6 WARRANTY

A. The coatings shall be warranted for five (5) years or manufacturer's standard warranty, whichever is longer, after acceptance of the facility by the OWNER.

1.7 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. The Contractor's work forces should comply with the provisions outlined in SSPC-PA-3 "A Guide to Safety in Paint Application".

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: The CONTRACTOR shall furnish, install, and operate the equipment that is necessary to provide forced ventilation to aid curing if required. This does not extend to the contractor's need to provide containment of any airborne particulates of the material being removed or applied. If supplementary heating or dehumidification is required to effect curing, the CONTRACTOR shall furnish, install, and operate the equipment to perform the supplementary heating or dehumidification required at no additional cost to the Owner. The clarifier and related appurtenances shall not be disinfected or filled with water until the interior coatings have cured for period of time as recommended by the paint manufacture.
- 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.
- E. Illumination: Adequate illumination shall be provided while work is in progress, including explosion-proof lights and electrical equipment. Whenever required by the Engineer, the Contractor shall provide additional illumination and necessary support to cover all areas to be inspected. The Engineer shall determine the level of illumination required 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 Engineer to facilitate inspection and be moved by the Contractor to locations requested by the Engineer.

1.8 PRODUCT DELIVERY, STORAGE & HANDLING

- A. All materials shall be brought to the job site in original sealed containers. They shall not be used until the Engineer has inspected the contents and obtained data from information on containers or label. Materials exceeding storage life recommended by the manufacturer shall be rejected.
- B. Paint Storage: Paint and solvents shall be stored in a secured climate-controlled facility (trailer, building, etc.). Ambient temperatures shall be maintained between (65 f) sixty-five and (85 f) eighty-five degrees
- C. Requirements: Deliver, store, handle, apply, and cure materials in accordance with the manufacturer's published product data, including all requirements listed on the Material Safety Data Sheets (MSDS).
- D. Quantity: The amounts delivered shall provide the proper coverage rates taking into account normal application loss and difference in colors due to alternating batch numbers.
- E. New Materials: All coating material and thinners shall be new and furnished for this job and shall be delivered from the coating manufacturer to the job site in the original factory sealed containers clearly and property labeled by the coating manufacturer showing the manufacturer's name, product number, type of paint, batch number, and expiration date.
- F. Storage: Provide adequate storage facilities. Store coating materials within minimum and maximum ambient temperatures in accordance with 1.03 of this section. The temperature of the coating prior to and during mixing shall be within the range stated in the manufacturer's published product and technical data. The Contractor shall monitor the storage temperature of paint over a 24-hour period prior to use and record the minimum and maximum temperatures to ensure the paint has been stored within the parameters set forth in the contract. The contractor shall remove oily and or solvent soaked rags from the jobsite nightly.
- G. Abrasive: All expendable abrasive shall be new and furnished for this job. All abrasive shall be properly stored on skids and covered or stored inside a covered container to protect from rain and weather. Do not allow abrasive to rest directly in contact with the ground.
- H. MSDS: Material Safety Data Sheets (MSDS) shall be posted at the job site for each chemical product on the job site, including but not limited to abrasives, coating, thinners, gas, oil, diesel and other solvents, welding materials, flexible sealant material, and disinfecting agents.

1.9 SUBMITTALS

- A. Submit sets to the ENGINEER all related products, procedures, or testing that will be required during prosecution of all this project's scope of work. This shall include, but not be limited to:
 - 1. Product Data

- a. Written descriptions and catalog cuts describing each type of abrasive used for interior and exterior surfaces to be blasted. Include technical data sheets to substantiate compliance with specifications.
 - b. Written description and catalog cuts describing each coating in the system. Information shall include: product delivery, storage, handling, application and curing instructions and limitations. Include technical data sheets to substantiate compliance with specifications.
 - c. Written description and catalog cuts describing each thinner proposed for use with each coating system. Also include solvent or thinner for use in cleaning paint equipment. Include technical data sheets to substantiate compliance with specifications.
 - d. Written description and catalog cuts describing the proposed underwater curing epoxy paint for the interior surfaces at the First Anniversary Inspection. Include technical data sheets to substantiate compliance with specifications.
2. Certification:
- a. Provide certification signed by the supplier of the coating attesting that the coating system proposed meets the specifications along with certificates of compliance (COC) or certificates of analysis for each batch of paint used on the project.
 - b. Provide certification from the manufacturer that all coatings will not contain more than 0.06% by weight of lead in the cured coating for each coat applied. Certification shall be submitted to the Engineer.
3. Cleanup Procedures:
- a. Prior to the field cleaning or painting of any surface, the Contractor shall present a written plan to the OWNER and Engineer for review concerning how paint and/or abrasive damage to automobiles and property will be handled, including a process for quick removal of the paint or abrasive, and who will do the work. This approval in no way shall relieve the contractor from the responsibility of settling claims for damage, but is intended as an avenue to expedite and minimize said claims.
4. Containment Procedures:
- a. Prior to the field cleaning or painting of any surface, the CONTRACTOR shall present a written plan to the OWNER and ENGINEER for review concerning how spent cleaning debris and/or paint over spray or droplets will be contained/confined to the jobsite and clarifier site during the surface preparation and coating application operations. Reasonable care shall be exercised by the Contractor to prevent damage, nuisance, or hazardous conditions to adjacent or nearby property owners.

1.10 JOB CONDITIONS

- A. Painting Environment: All temperature and humidity requirements of the coating manufacturer shall be met. In addition, no painting shall be done when: 1) the relative humidity is greater than 85%; or 2) the temperature of the steel is or expected to be less than five (5) degrees above the dew point temperature during the application and until the coating has cured to resist moisture in accordance with the manufacturer's published product/technical data; 3) the ambient or steel temperature is below fifty (50) degrees Fahrenheit or is expected to drop below that during the initial cure of the coating; or 4) the ambient or steel temperature is above one-hundred (100) degrees Fahrenheit or is expected to increase during the initial cure of the coating.
- B. Humidity and Temperature Measuring Equipment: The CONTRACTOR shall have a dry/wet bulb sling psychrometer and a steel temperature measuring device on the job at all times. Readings shall be measured at the beginning and at the end of each painting session and at intervals of two hours or less.
- C. Wind Velocity: Wind velocities during the exterior painting shall be compatible for the quality application of the exterior coatings and in compliance with local regulatory requirements. In the event of high winds forecast, the containment system shall not be raised in order to prevent possible damage to the clarifier and surrounding property.

PART 2 - MATERIALS

2.1 ACCEPTABLE MANUFACTURERS

- A. Acceptable Manufacturers are listed below:
 1. Tenemec
 2. Carboline
 3. Sherwin William

4. Engineered approved equal

- B. Requests for substitution under Engineer approved equal shall include manufacturer's literature for each product giving name, product number, generic type, descriptive information, solids by volume, recommended dry film thickness and certified lab test reports showing results to equal the performance criteria of the products specified herein. In addition, a list of five projects shall be submitted in which each product has been used and rendered satisfactory service.
- C. All requests for product substitution shall be made at least 7 days prior to the bid date.
- D. Any material savings shall be passed to the owner in the form of a contract dollar reduction.
- E. Manufacturer's color charts shall be submitted to the Engineer at least 30 days prior to coating and/or paint application. General Contractor and Painting Contractor shall coordinate work so as to allow sufficient time (normally seven to ten days) for paint to be delivered to the job site.

2.2 GENERAL REQUIREMENTS

- A. All materials shall be lead-free as defined by the Consumer Product Safety Act, Part 1303.
- B. All zinc dust pigment contained in any zinc-rich material shall meet the requirements of ASTM D 520 Type III with regard to zinc content and purity.
- C. All materials for the interior wetted portion of the clarifier shall meet the requirements of ANSI/NSF Standard 61 for potable water contact.
- D. All catalyzed polyurethane products shall meet the minimum requirements of SSPC Paint Specification Number 36, Level 3 Performance Level.
- E. No products containing MOCHA shall be allowed.

2.3 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.
- D. Do not split kits of multi-component products.

2.4 CLARIFIER INTERIOR (AND BRIDGE WALKWAYS) COATING SYSTEMS

- A. High-Build, Zinc/Epoxy System:
 - 1. Surface Preparation Prior to Abrasive Blast Cleaning: 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-SP10 Near-White Metal Blast Cleaning**. An angular profile of 2.0 to 2.5 mils as per ASTM D 4417, Method C or NACE Standard RP0287 is required.
 - 3. Tnemec Coating System:

Prime Coat: Tnemec Series 94-H2O Hydro-Zinc applied at 2.5 to 3.5 mils.
Stripe Coat: Tnemec Series 21 Epoxyline (bolts, rivets, pits, etc. shall receive stripe coat.
Finish Coats: Tnemec Series Epoxyline applied at 15-18-mils.

Total dry film thickness shall be a minimum of 19 mils.

4. Carboline

Single Coat Application: Hydroplate 1100 (finish coat as necessary)
Stripe Coat: Not applicable
Finish Coat: As necessary

Total dry film thickness shall be minimum 25-mils

5. Sherwin Williams

Prime Coat: Corothane I Galvapak 1K Zinc Primer 2.5 to 3.5 mils.
Stripe Coat: Dura-Plate UFS bolts, rivets, pits, etc. shall receive stripe coat.
Finish Coats: Dura-Plate UHS (100% Solids) 20 to 30 Mils

Total dry film thickness shall be a minimum of 25 mils.

2.5 CLARIFIER EXTERIOR COATING SYSTEMS

- A. Four-Coat Zinc Rich Primer/Epoxy/Polyurethane/Fluoropolymer System:
1. Surface Preparation: Hand tool cleaning in accordance to SSPC-2 "Hand Cleaning Tools". Remove all loose rust, mill scale, coating or other contaminants. Use non-powered tools to remove only loose material.
 2. Tnemec Coating System:

Prime Coat: Tnemec Series 27WB applied at 4-6 mils.
Intermediate Coat: Tnemec Series 66 Epoxoline 6-8-mils
Finish Coats: Tnemec Series 1095 Endura Shield at 3-5-mils.

Total dry film thickness shall be a minimum of 15 mils.

3. Carboline Coating System

Prime Coat: Carboguard 635 applied at 4 to 6-mils
Intermediate Coat: Carboguard 635 applied at 4 to 6-mils
Finish Coats: Carbothane 134 HG applied to 2-3-mils

Total dry film thickness shall be minimum 10 to 15-mils

4. Sherwin Williams

Prime Coat: Macropoxy 646 FC applied at 3-4-mils
Intermediate Coat: As necessary
Finish Coat: Sher-Loxane 900 or equal applied at 4-6 mils.

Total dry film thickness shall be a minimum of 15 mils.

PART 3 - EXECUTION

3.1 GENERAL

- A. All surface preparation, coating and painting shall conform to applicable standards of the Society for Protective Coatings, 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 Engineer.
- C. The Contractor shall provide a supervisor at the work site during cleaning and application operations. The supervisor shall have the authority to sign change orders, 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 and finish coatings. Unless otherwise approved in writing by the Engineer, prime coating shall be field applied. Where prime coatings are shop applied, the Contractor shall instruct suppliers to provide the prime coat compatible with the specified finish coat. Any off-site work which does not conform to this specification is subjected to damage during transportation, construction or installation shall be thoroughly cleaned and touched-up in the field as directed by the Engineer. The Contractor shall use repair procedures which insure the complete protection of all adjacent primer. 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. 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 Engineer.
- G. Application of the first coat shall follow immediately after surface preparation and cleaning and stripe coat, if applicable, before rust bloom occurs or the same day, whichever is less. Any cleaned areas not receiving first coat within this period shall be re-cleaned prior to application of first coat. Use of dehumidification equipment shall be first reviewed by the Engineer and coatings manufacturer prior to deviating from this provision.
- H. Prior to assembly, all surfaces made inaccessible after assembly shall be prepared as specified herein and shall receive the coating or paint system specified.

3.2 SURFACE PREPARATION

- A. The latest revision of the following surface preparation specifications of the Society for Protective Coatings (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 for all interior and exterior surfaces:
 - 1. Butt Welds: Shall be ground smooth and free of all defects, designation "D".
 - 2. Lap Welds: Shall be ground smooth and blended., designation "D".
 - 3. Fillet Welded Tee Joint: Shall be ground smooth and blended, designation "D".
- C. Field blast cleaning for all surfaces shall be by dry method unless otherwise directed. 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 the specified surface profile or in accordance with recommendations of the manufacturer of the specified coating or paint system to be applied.

If the profile of the blasted steel exceeds the profile specified above, the Contractor shall be required to do one or both of the following:
 - 1. Reblast the surface using a finer aggregate in order to produce the required profile.
 - 2. Apply a thicker prime coat, given the limitations of the products being applied, in order to adequately cover the blast profile.
- 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.
- F. During blast cleaning operations, caution shall be exercised to ensure that existing coatings or paint are not exposed to abrasion from blast cleaning.
- G. 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.
- H. 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.
- I. All welds shall be neutralized with a suitable chemical compatible with the specified coating or paint.
- J. Pitted areas on the clarifier interior shall be repaired by either filling with Tnemec Series 215 Surfacing Epoxy or Tnemec Series FC22 Epoxoline (floor) or by welding. Epoxy filler shall be feathered smooth. Filler shall be applied after the prior to the application of the finish coat. No protrusions or spatter will be allowed. Pits deeper than 1/8" shall be filled by welding.
- K. Specific Surface Preparation: Surface preparation for the specific system shall be as noted in Sections 2.4, 2.5 and 2.6.

3.3 NON-VISIBLE CONTAMINANTS

- A. Surfaces shall be checked in three locations for the presence of chlorides, free iron and sulfates. Clarifiers being rehabilitated shall be tested prior to blasting. If blisters are present in existing clarifiers or related appurtenances, testing shall also be performed after abrasive blasting. These tests are an Iron Test (Fe^{2+}), Chloride Test and Sulfate Test. Testing shall be carried out as per SSPC Technology Guide 15 "Field Methods for Retrieval and Analysis of Soluble Salts on Steel and Other Nonporous Substrates". The maximum limits for these contaminants shall be:
 - 1. The maximum level of chlorides is 30 milligrams per square meter or 3 micrograms per square centimeter.
 - 2. The maximum level of sulfates is 100 milligrams per square meter or 10 micrograms per square centimeter.
 - 3. The maximum level of ferrous ions (Fe^{2+}) is 50 milligrams per square meter or 5 micrograms per square centimeter.
 - 4. Contamination levels above these limits will require washing and retesting in accordance with Item 2 (below) until the surface is under the allowable limits.
- B. If testing shows amounts present in the test solution to be greater than the limits listed herein, the Contractor shall clean the surface of the entire clarifier interior with a 5,000-psi water blast with fine entrained abrasive until the levels in the test solutions are below the maximum acceptable level. Alternate cleaning methods may be allowed with prior approval of the Engineer. Surface shall be re-blasted as specified in 2.4 at no additional cost to the Owner.
- C. Contractor shall provide a written statement from paint manufacturer stating that the maximum acceptable levels are not less than those listed herein. Results of the testing shall be provided to the Owner before any coatings are applied.
- D. The following test kits are approved for use on this project:
 - 1. Chlor*Rid Chor*Test Kit
 - 2. KTA SCAT Test Kit

3. Test kits from other vendors shall be submitted to the Engineer for prior approval before use.
- E. When exterior coats are to be applied on subsequent days, or when the shroud is dropped between coats, the previously applied coat of paint shall be thoroughly pressure-washed to remove any fallout and/or salt that may have settled on the surface.

3.4 APPLICATION, GENERAL

- A. Coating and paint application shall conform to the requirements of the Society for Protective Coatings Paint Application Specification SSPC-PA1, latest revision, for "Shop, Field and Maintenance Painting".
 1. The thickness of each type coating is essential to the system's integrity.
 2. Dry mil thickness greater than the coating manufacturer's maximum allowable thickness shall be considered unacceptable and shall be removed by the CONTRACTOR at no additional cost to the OWNER at the direction of the OWNER and FIELD INSPECTOR.
 3. The addition of a succeeding coat of a different generic type or formulation to make up for thin preceding coat(s) shall not be allowed. If a thicker finish coat is needed to hide the darker color of the underlying coat on the exterior of the clarifier, a thicker coat may be applied, but it shall not exceed the maximum allowable thickness recommended by the coating manufacturer.
 4. Coating thickness measurement procedures shall be as outlined in SSPC-PA2.
 5. If determined to be in the best interest of the project, the FIELD INSPECTOR may make dry film measurements in excess of the amount prescribed in the SSPC-PA 2.
- B. Thinning shall be permitted only as recommended by the manufacturer and approved by the Engineer, and utilizing the thinners stated in Sections 2.4, 2.5 and 2.6.
- C. Each application of coating or paint shall be applied evenly, free of brush marks, sags, runs, with no evidence of poor workmanship. Care shall be exercised to avoid lapping on glass or hardware. Coatings and paints shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes.
- D. Protective coverings or drop cloths shall be used to protect floors, fixtures and equipment. Care shall be exercised to prevent coatings or paints from being spattered onto surfaces which are not to be coated or painted. Report to the Engineer 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.
- F. Film thickness per coat as specified in Sections 2.4, 2.5 and 2.6 are the minimum required. If roller application is deemed necessary, the Contractor shall apply additional coats as needed to achieve the specified thickness.
- G. All material shall be as specified.

3.5 COATING SYSTEMS APPLICATION

- A. After completion of surface preparation as specified for the specific system, materials shall be applied as noted in Sections 2.4, 2.5 and 2.6.
- B. Care shall be taken to eliminate overspray and dry spray on the clarifier interior. Where such conditions are encountered, the surface shall be cleaned of all over spray and dry spray prior to the application of the succeeding coat.
- C. Areas rendered inaccessible shall receive the full coating system prior to erection and/or assembly.
- D. Full prime coat may be applied directly over stripe coat while stripe coat is wet.

3.6 DISINFECTION

- A. Disinfection of interior surfaces shall be performed in the presence of the Engineer in accordance with all the requirements of applicable AWWA Standards and regulatory agencies.

- B. Disinfection shall be performed after protective coatings have been applied to the interior surfaces and allowed to thoroughly cure.
- C. Prior to disinfecting, the complete interior shall be washed down with clean water and thoroughly flushed out.
- D. All interior surfaces shall be thoroughly washed with a solution having a minimum chlorine content of 50 PPM. Chlorine solution accumulated on the bottom shall be drained to waste. Rinsing with clean water is not required.

3.7 SOLVENT VAPOR REMOVAL

- A. All solvent vapors shall be completely removed by suction-type exhaust fans and blowers before returning clarifier into operating service.
- B. All solvent vapors will be exhausted both during and after coating application as per AWWA D 102 to allow the proper curing of the coating material.
- C. Ventilation shall be continued until such time as the coating has reached "full cure" as specified by the coating manufacturer.

3.8 CLEAN-UP

- A. 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.

END OF SECTION

EXHIBIT 2

Drawings (Sheet 1 to 7)

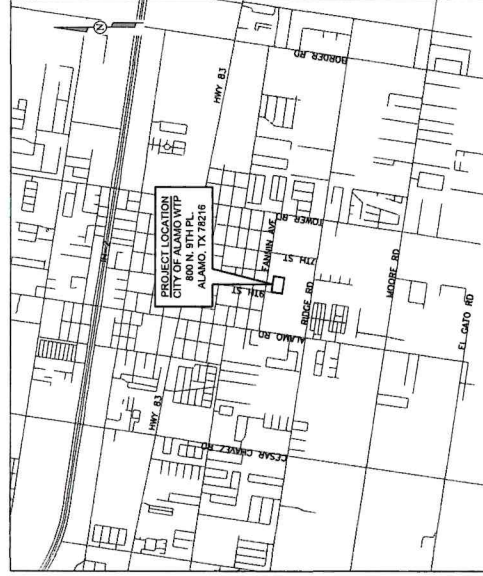
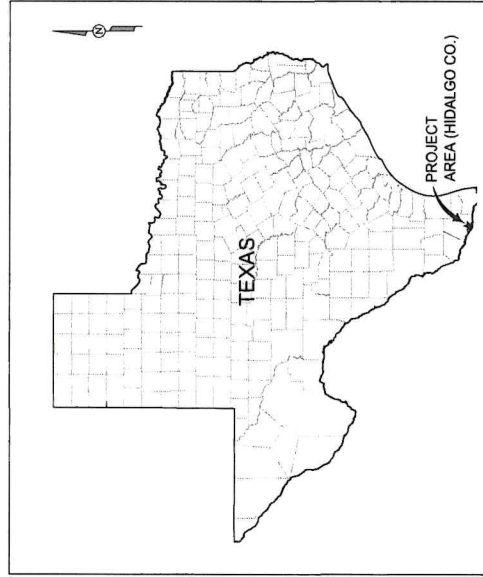
CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF THE



CITY OF ALAMO
WATER TREATMENT PLANT
CLARICONE CLARIFIER REHABILITATION AND PROTECTIVE COATING

CITY COMMISSION

- J.R. GARZA - MAYOR
- OSCAR SALINAS - MAYOR PRO-TEM
- PEDRO MORALES - COMMISSIONER PLACE 2
- ROEL MORENO JR. - COMMISSIONER PLACE 3
- ARTURO GARCIA - COMMISSIONER PLACE 4



GIC
Garcia Infrastructure
Consultants, LLC
1803 MacArthur St.
Pharr, Texas 78877
Ph: (361) 592-0559

GENERAL NOTES

COORDINATION

- THE CONTRACTOR SHALL OVE ENGINEER/OWNER A MINIMUM OF 72 HOURS NOTICE BEFORE BEGINNING CONSTRUCTION.
- WORKING HOURS ARE 7AM TO 5PM MONDAY TO FRIDAY.
- THE FOLLOWING NOTES ARE GENERAL AND APPLY TO ALL SHEETS OF THESE CONTRACT DOCUMENTS AS IF THEY WERE WRITTEN IN THEIR ENTIRETY ON EACH SHEET.
- SOME DIMENSIONS AND ELEVATIONS RELATED TO EXISTING STRUCTURES WERE OBTAINED FROM PREVIOUS CONSTRUCTION/RECORD DRAWINGS. ALL EXISTING DIMENSIONS AND ELEVATIONS SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR AT THE COST TO THE CITY OF ALAMO.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING UTILITIES WITHIN THE ASSOCIATED CITY OF ALAMO CONSTRUCTION FOOTPRINT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL EXISTING UTILITIES WITHIN THE ASSOCIATED CITY OF ALAMO CONSTRUCTION FOOTPRINT. STORAGE DEPENDANTS TO THESE AREAS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL EXISTING UTILITIES WITHIN THE ASSOCIATED CITY OF ALAMO CONSTRUCTION FOOTPRINT. STORAGE DEPENDANTS TO THESE AREAS.

ENVIRONMENTAL AND EROSION CONTROL

- THE CONTRACTOR IS REQUIRED TO RE-SEED DISTURBED AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO PROPERTY OUTSIDE OF THE DESIGNATED WORKING LIMITS INCLUDING REVEGETATION COST. BE RESTORED TO ORIGINAL OR BETTER CONDITION THAN AT THE START OF CONSTRUCTION INCLUDING ALL REMOVED OR DAMAGED TREES, IMPROVEMENTS, ETC., NO SEPARATE PAY ITEM.

ICEO GENERAL CONSTRUCTION NOTES

- DESIGNATION OF WATER TREATMENT STORAGE FACILITIES SHALL BE IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARD C62-11 OR MOST RECENT.
- CURRENT AWWA STANDARD C653-09 OR MOST RECENT.
- ALL NEW CONSTRUCTION SHALL BE MAINTAINED IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARDS. HOWEVER, NO TEMPORARY COATINGS, WAX GREASE COATINGS WILL BE ALLOWED WHICH ARE NOT APPROVED FOR USE (AS A CONTACT SURFACE WITH POTABLE WATER) BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (USEPA) INTERNATIONAL USE THE UNITED STATES FOOD AND DRUG ADMINISTRATION (FDA) AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.

CLARIFIER REHABILITATION GENERAL NOTES

- CONTRACTOR MUST TAKE NECESSARY MEASURES TO CONTAIN AND PROTECT AGAINST FUGITIVE BLAST DUST AND PAINT OVERSPRAY AND IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY RELOCATES.
- IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE PROCEDURE AND MATERIALS TO BE USED FOR REHABILITATION AND TO PROVIDE TEMPORARY BRACING, COYS, OR TIE-DOWNS AS NECESSARY TO MAINTAIN THE STRUCTURE'S INTEGRITY THROUGHOUT THE WORK.
- FIELD VERIFY ALL EXISTING DIMENSIONS PRIOR TO FABRICATION OF ALL COMPONENTS REQUIRED FOR PROJECT AND VERIFY ALL CONDITIONS AND DIMENSIONS PERTAINING TO EXISTING STRUCTURE. ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD. WORK SHALL BE SCALD AND FIELD VERIFIED SHOP DRAWINGS FOR ALL FABRICATIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR MUST IDENTIFY AND REVIEW WITH THE ENGINEER ALL AREAS FOR REPAIR AND TO IDENTIFY REPAIR AREAS PRIOR TO IDENTIFY AND QUANTIFY THE EXTENT OF CORROSION AND TO IDENTIFY REPAIR AREAS PRIOR TO SSPIC SP8 OR SP10 BLAST.
- THE PROJECT SITE IS AN ACTIVE PUBLIC WATER SYSTEM FACILITY. AT NO TIME SHALL THE SITE BE LEFT UNATTENDED BY THE CONTRACTOR WITHOUT EXISTING TEMPORARY SECURITY MEASURES WITH SECURED AND LOCKED GATES IN PLACE MEETING TITLE 30 FAC CHAPTER 290.
- CONTRACTOR MUST ALLOW CITY OF ALAMO STAFF TO ACCESS THE FACILITY AT ALL TIMES DURING CONSTRUCTION.
- ALL PHOTOS INCLUDED WITHIN THIS PLAN SET WERE TAKEN IN MARCH 2024 AND ARE A GENERAL REPRESENTATION OF THE WORK. ACTUAL CONDITIONS MAY BE DIFFERENT FROM THE PHOTOS AND CONTRACTOR SHALL VERIFY ALL CONDITIONS AND MAKE ADJUSTMENTS AS REQUIRED PRIOR TO STARTING CONSTRUCTION.
- CONTRACTOR TO HIGH PRESSURE WATER WASH ENTIRE INTERIOR OF TANK AND REMOVE ALL SILT AND RESIDUAL WATER.
- INSPECT TANK EXTERIOR WITH ENGINEER AND IDENTIFY AREAS FOR SPOT REPAIR OF CORROSION AND APPLICATION OF COATINGS. CONTRACTOR TO REPAIR ALL EXTERIOR COATING FAILURES WHILE THE TANK IS OUT OF SERVICE.
- GRASSIE BLASTING CANNOT BE PERFORMED BY ANY METHOD WHILE THE TANK IS IN SERVICE.
- INTERIOR AND EXTERIOR COATINGS ON THE TANK SHELL CANNOT BE COMPLETED WHILE THE TANK IS IN SERVICE.

GENERAL NOTES

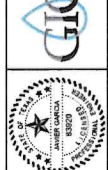
- ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT SHALL BE APPROVED BY ENGINEER AND COMPLY WITH THE FOLLOWING AS APPLICABLE.
 - CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY DESIGN CRITERIA FOR WATER SYSTEMS
 - CURRENT CITY OF ALAMO STANDARD SPECIFICATIONS FOR CONSTRUCTION
 - CURRENT CITY OF ALAMO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
 - THE LAWS OF THE STATE OF TEXAS AND OSHA STANDARDS.
- THE PLANS PRELECT EXISTING CONDITIONS BASED ON RECORD DRAWINGS INFORMATION AND INFORMATION PROVIDED BY ON-THE-GROUND SURVEY. ENGINEER SHALL REPORT ANY DISCREPANCIES TO ENGINEER DURING THE BIDDING PROCESS.
- UNLESS DETAILED, SPECIFIED, OR INDICATED OTHERWISE, CONSTRUCTION SHALL BE AS INDICATED IN THE APPLICABLE TYPICAL DETAILS AND THESE GENERAL NOTES. TYPICAL DETAILS AND TYPICAL NOTES WHICH NOT REFERENCED IN SPECIAL LEGENDS OR DRAWINGS WHERE THEY OCCUR.
- DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALES SHOWN ON DRAWINGS
- ALL WORK SHALL CONFORM TO THE PLANS AND SPECIFICATIONS IN ALL RESPECTS AND SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.
- NO EXTERN PAYMENT SHALL BE ALLOWED FOR WORK CALLED FOR ON THE PLANS BUT NOT INCLUDED IN THE BID SCHEDULE. THIS INCIDENTAL WORK SHALL BE REQUIRED AND SHALL BE INCLUDED UNDER THE PAY ITEM TO WHICH IT RELATES.
- THE CONTRACTOR SHALL NOT PROCEED WITH ANY WORK UNTIL THEY OBTAIN APPROVED SUBMITTALS FOR THE ASSOCIATED WORK AND MATERIALS.
- WORK COMPLETED BY THE CONTRACTOR WHICH HAS NOT RECEIVED A WORK ORDER OR REPLACEMENT BY AND AT THE EXPENSE OF THE CONTRACTOR.
- PRIOR TO TEAR-UPS, ANY SHUTDOWNS OF EXISTING FACILITIES MUST BE COORDINATED WITH PLANT STAFF AT LEAST ONE WEEK IN ADVANCE OF THE SHUTDOWN.
- CONSTRUCTION OPERATIONS SHALL BE CONDUCTED IN SUCH A MANNER AS TO PROTECT EXISTING FACILITIES AT ALL TIMES.
- ALL GATES AND FENCES SHALL BE LOCKED AND CLOSED AT ALL TIMES WHEN NOT IN USE. CONTRACTOR SHALL FOLLOW ALL SECURITY PROCEDURES OF THE CITY OF ALAMO.
- CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ALL WASTE MATERIALS UPON PROJECT COMPLETION. EXISTING DUMPSTERS ON-SITE ARE NOT FOR CONTRACTOR'S USE.
- CONTRACTOR SHALL RESTORE DISTURBED SURFACES TO MATCH EXISTING.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL INFRASTRUCTURE FROM DAMAGE. THE EXPENSE OR REPAIR OF SAID INFRASTRUCTURE SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
- ALL WASTE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO TRANSPORT AND DISPOSE OF ALL WASTE MATERIALS IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS. NO WASTE MATERIAL SHALL BE PLACED IN THE FLOW OF EXISTING NATURAL DRAINAGE.
- CONTRACTOR TO SUPPORT AND KEEP INTACT STORM DRAINS AND INLET STRUCTURES. ANY DAMAGE INCURRED WILL BE AT CONTRACTOR'S EXPENSE.
- CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- ANY DISCREPANCY OR CONFLICT WITHIN THE DRAWINGS AND SPECIFICATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER/OWNER IMMEDIATELY UPON DISCOVERY. PROJECT WILL BE DEEMED TO HAVE BEEN BID OR PROPOSED IN THE MORE COSTLY OR UNFAVORABLE INTERPRETATION. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS SHALL BE PROVIDED BY THE CONTRACTOR IN ACCORDANCE WITH ENGINEERS/OWNERS INTERPRETATION. ALL ITEMS, WORK, AND IMPROVEMENTS SHOWN OR INDICATED IN THE DRAWINGS SHALL BE CONSIDERED TO BE INCLUDED IN THE CONTRACT PRICE UNLESS OTHERWISE NOT A SEPARABLE PAY ITEM IS INCLUDED IN THE CONTRACT.

LEGEND

SYMBOL	LEGEND
---	EXISTING UNDERGROUND ELECTRIC
---	EXISTING WATER LINE
---	EXISTING DRAIN LINE
---	EXISTING NPW LINE
---	COMPRESSED AIR LINE
---	OVERHEAD ELECTRIC LINE
---	CENTERLINE
---	FLOWLINE
---	EXISTING FIRE HYDRANT
---	EXISTING WATER VALVE
---	EXISTING PIPE TO BE REMOVED
---	POWER POLE (PP), UTILITY POLE (UP)
---	EXISTING LIGHT POLE
---	FEATURE TO BE REMOVED
---	EXISTING CONTOURS
---	EXISTING SPOT ELEVATION
---	PROPOSED CONTOURS
---	PROPOSED SPOT ELEVATION
---	GRAVEL OR STONE RIPRAP SURFACE
---	ASPHALT PAVEMENT
---	CONCRETE PAVEMENT
---	SILT CONTROL FENCE
---	FLOW ARROW
---	SLOPE DIRECTION AND MAGNITUDE
---	EXISTING COMPRESSED AIR LINE

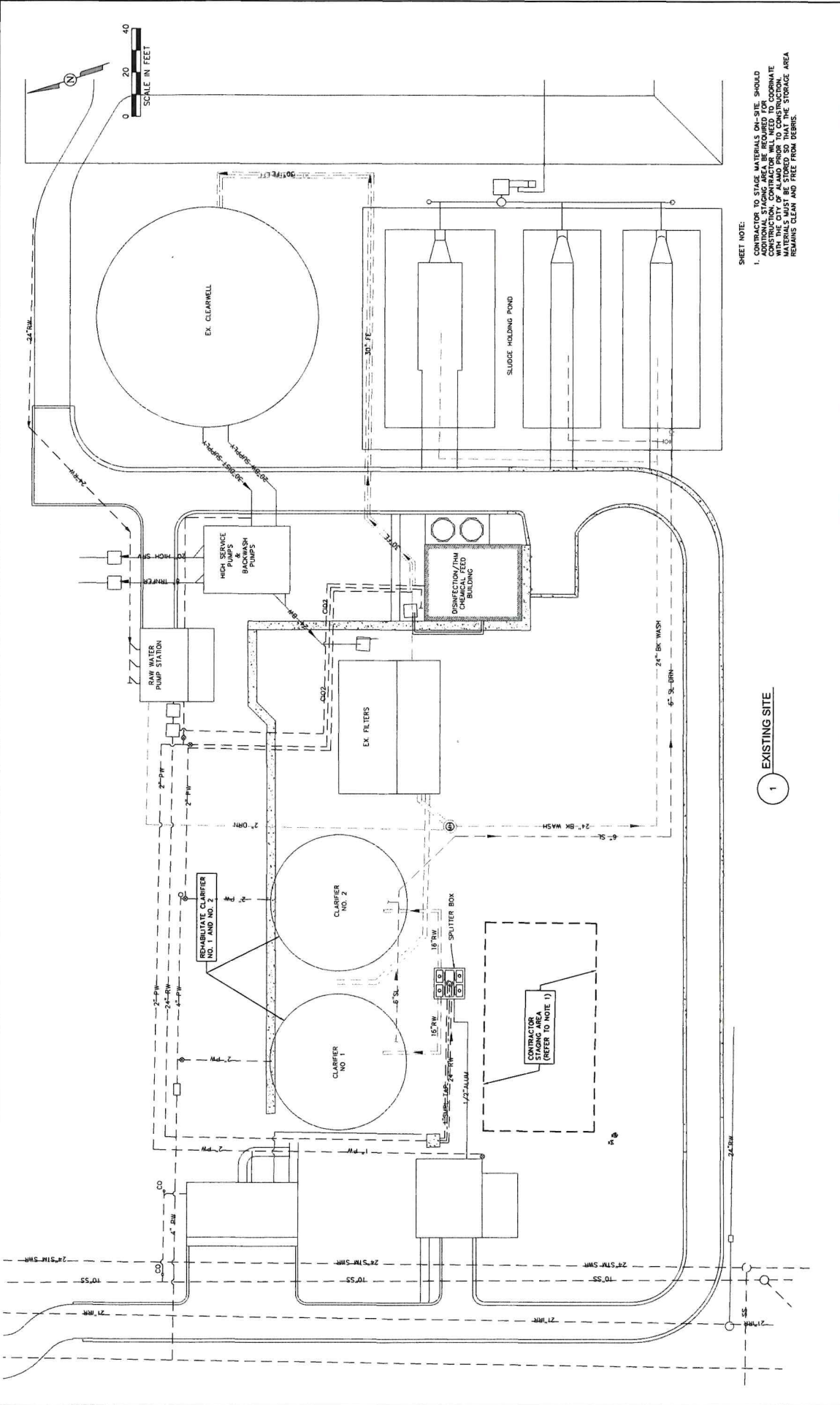
INDEX OF DRAWINGS

SHEET NO.	DRAWING NO.	SHEET TITLE
1	C1	COVER SHEET
2	C2	GENERAL NOTES, LEGEND, AND SHEET INDEX
3	C3	EXISTING SITE CONDITIONS
4	C4	EXISTING SITE PLAN AERIAL
5	M1	CLARIFIER NO.1 AND NO.2 PLAN
6	M2	CLARIFIER NO.1 AND NO.2 SECTION
7	M3	SITE PHOTOS



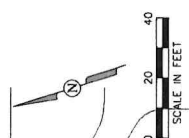
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Approved:			
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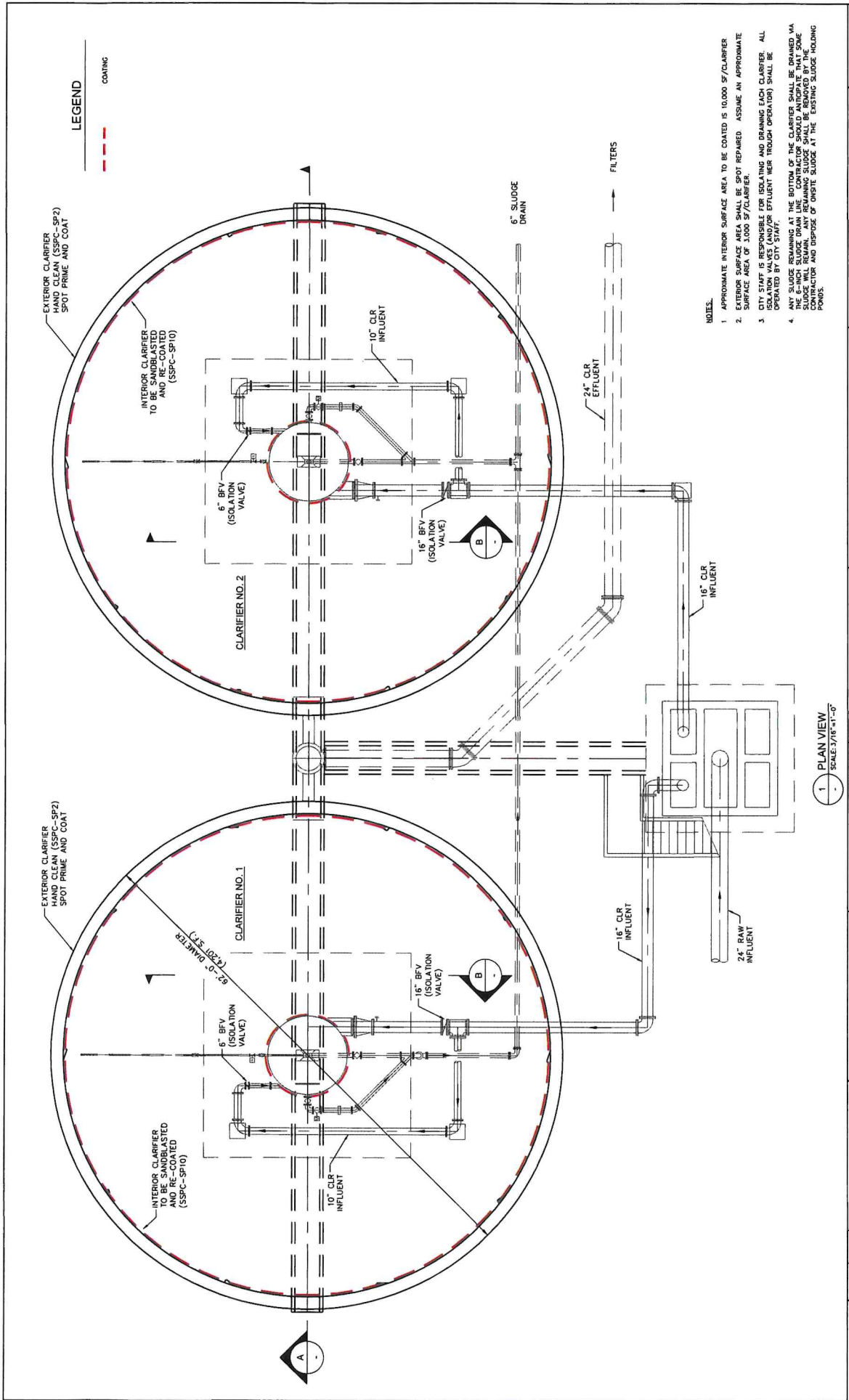


SHEET NOTE:
 1. CONTRACTOR TO STAGE MATERIALS ON-SITE SHOULD BE APPROVED BY THE CITY OF ALAMO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF ALAMO PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMAINING CLEAN AND FREE FROM DEBRIS.

1 EXISTING SITE



Design: _____ Drawn: _____ Checked: _____ Appointed: _____ Date: 01/05/2018	Revision: _____ Date: _____ Description: _____			Garcia Infrastructure Consultants, LLC Texas Firm No. F-17794 Registered Address: Ph: (214) 437-8233		CITY OF ALAMO 420 N. TOWER RD. ALAMO TEXAS 78516 Ph: (214) 437-8233	CLARIFIER RENOVATION AND PROTECTIVE COATING	PROJ. NO. 1132
							EXISTING SITE CONDITIONS	SHEET 3 OF 7

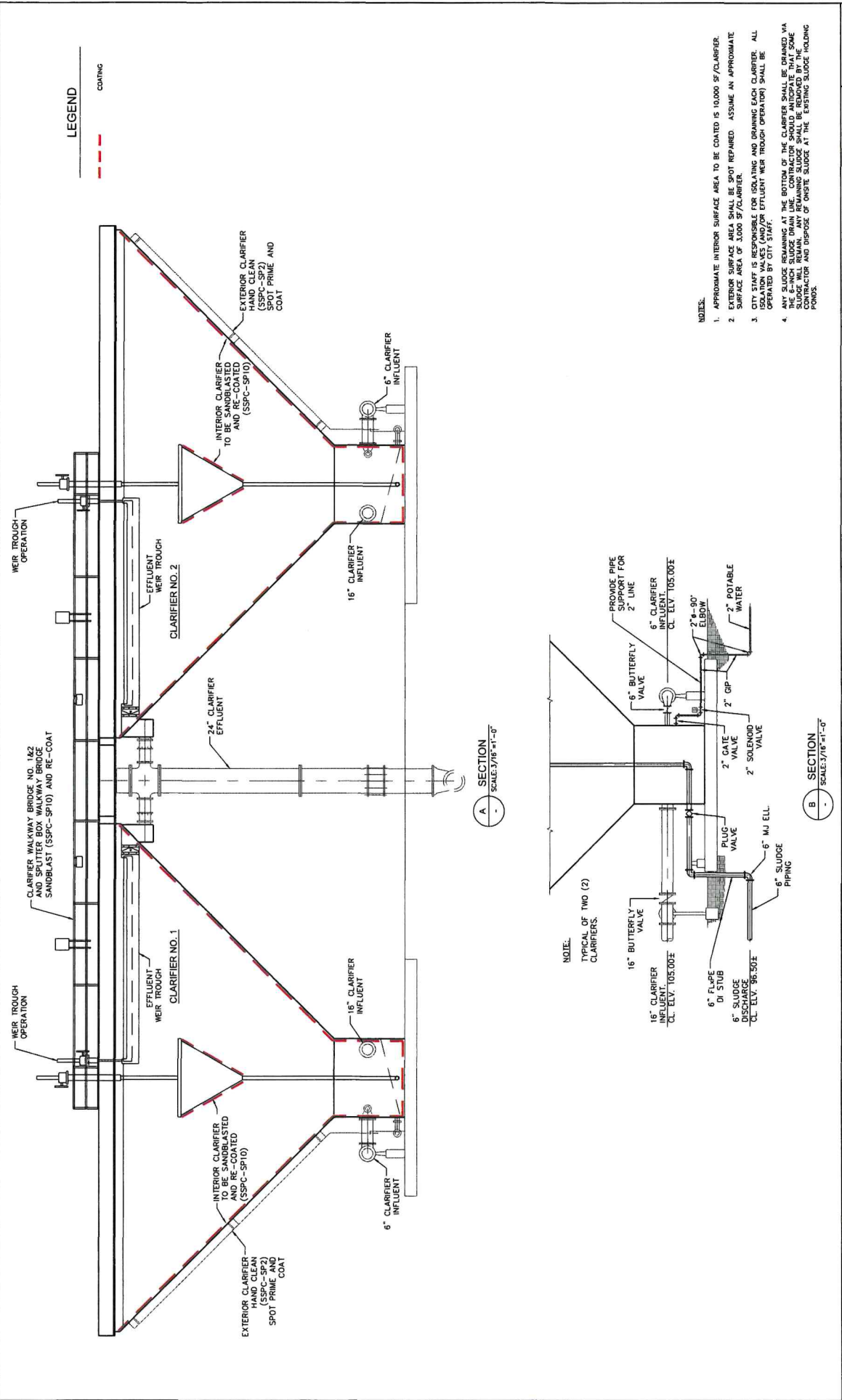


NOTES:

1. APPROXIMATE INTERIOR SURFACE AREA TO BE COATED IS 10,000 SF/CLARIFIER
2. EXTERIOR SURFACE AREA SHALL BE SPOT REPAIRED. ASSUME AN APPROXIMATE SURFACE AREA OF 3,000 SF/CLARIFIER.
3. CITY STAFF IS RESPONSIBLE FOR ISOLATING AND DRAINING EACH CLARIFIER. ALL ISOLATION VALVES (AND/OR EFFLUENT NEAR THROUGH OPERATORS) SHALL BE OPERATED BY CITY STAFF.
4. ANY SLUDGE REMOVED FROM THE BOTTOM OF THE CLARIFIERS SHALL BE REMOVED VIA THE SLUDGE DRAIN AND THE CONTRACTOR SHOULD AVOID ANY REMAINING SLUDGE. ANY REMAINING SLUDGE SHALL BE REMOVED BY THE CONTRACTOR AND DISPOSED OF ON-SITE SLUDGE AT THE EXISTING SLUDGE HOLDING POND.

1 PLAN VIEW
SCALE: 3/16" = 1'-0"

Design: _____ Drawn: _____ Checked: _____ Approved: _____ File: 0920-01-01-02	Revision: _____ Date: _____ Description: _____	  Garcia Infrastructure Consultants, LLC Texas Firm No. F-17794 803 Inwood Street Ph: (214) 437-0323	 CITY OF ALAMO 420 N. TOWER RD. ALAMO TEXAS 78516 PROJ. NO. 1132 CLARIFIER NO. 1 AND NO. 2 PLAN M1 SH. 5 OF 7
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PROJECT NO. 1132 M2 SHEET NO. 2	CITY OF ALAMO WATER TREATMENT PLANT CLARIFIER NO. 1 AND NO. 2 SECTION		CITY OF ALAMO 420 N. TOWER RD. ALAMO TEXAS 78516 PH. (214) 437-4222		Garcia Infrastructure Consultants, LLC Texas Firm No. F-17784 1803 Moakley St. Houston, TX 77058 PH. (214) 437-4222		Designer: _____ Date: _____ Checker: _____ Date: _____ Approver: _____ Date: _____ File: 0505-11-22.DWG
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4 CLARIFIER EFFLUENT MAIN



3 CLARICONE CLARIFIERS



2 CLARICONE CLARIFIERS



1 CLARICONE CLARIFIERS



5 FLOW SPLITTER BOX



7 CLARIFIER



6 ACCESS BRIDGE

Designed: _____ Drawn: _____ Checked: _____ Approved: _____ File: 0500-M-03.DWG	Revision: _____ Date: _____ Description: _____			Garcia Infrastructure Consultants, LLC Texas Firm No. F-17794 4200 N. Loop West, Suite 700 Houston, Texas 77057 Phone: (281) 437-6333		CITY OF ALAMO WATER TREATMENT PLANT CLARICONE CLARIFIER REHABILITATION AND PROTECTIVE COATING SITE PHOTOS	PROJ. NO. 1132 M3 SHEET 2 OF 2
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