

57.



# City of West Allis

## Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
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R-2007-0035

Resolution

In Committee

Resolution relative to accepting the proposal of SEH Design/Build, Inc. for a five year professional services agreement for the maintenance of the City's 1.5 million gallon water storage tank at South 116 Street and West Rogers Street for an estimated sum of \$1,107,325.

Introduced: 2/6/2007

Controlling Body: Public Works Committee

Sponsor(s): Public Works Committee

COMMITTEE RECOMMENDATION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
			Barczak				
			Czaplewski				
			Dobrowski				
<u>2-6-07</u>		<input checked="" type="checkbox"/>	Kopplin	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
			Lajsic				
			Narlock	<input checked="" type="checkbox"/>			
			Reinke				
	<input checked="" type="checkbox"/>		Sengstock	<input checked="" type="checkbox"/>			
			Vitale	<input checked="" type="checkbox"/>			
			Weigel				
			TOTAL	<u>4</u>	<u>0</u>		<u>1</u>

SIGNATURE OF COMMITTEE MEMBER

Chair

Vice-Chair

Member

COMMON COUNCIL ACTION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
			Barczak	<input checked="" type="checkbox"/>			
			Czaplewski	<input checked="" type="checkbox"/>			
			Dobrowski				<input checked="" type="checkbox"/>
<u>FEB 06 2007</u>			Kopplin	<input checked="" type="checkbox"/>			
			Lajsic	<input checked="" type="checkbox"/>			
	<input checked="" type="checkbox"/>		Narlock	<input checked="" type="checkbox"/>			
		<input checked="" type="checkbox"/>	Reinke	<input checked="" type="checkbox"/>			
			Sengstock	<input checked="" type="checkbox"/>			
			Vitale	<input checked="" type="checkbox"/>			
			Weigel	<input checked="" type="checkbox"/>			
			TOTAL	<u>9</u>	<u>0</u>		<u>1</u>





# City of West Allis

## Resolution

7525 W. Greenfield Ave.  
West Allis, WI 53214

**File Number: R-2007-0035**

**Final Action:**

FEB 06 2007

Resolution relative to accepting the proposal of SEH Design/Build, Inc. for a five year professional services agreement for the maintenance of the City's 1.5 million gallon water storage tank at South 116 Street and West Rogers Street for an estimated sum of \$1,107,325.

WHEREAS, in March 2006, the Manager of Purchasing/Central Services solicited proposals for water tank maintenance services for the City's 1.5 million gallon water tank located at South 116 and West Rogers Street; and,

WHEREAS, the services required of the proposal included the painting of both the interior and exterior of the tank, annual tank condition surveys and reports, tank inspections and various maintenance and rehabilitation activities; and,

WHEREAS, SEH Design/Build, Inc was the only firm to submit a proposal for such services; and,

WHEREAS, the Department of Public Works and the Engineering Department wished to explore an alternative, more traditional approach to the maintenance of the tank; and,

WHEREAS, to this end, a standard bid document for the reconditioning (painting) of the South 116 Street and West Rogers Street tank was let in Fall of 2006; and,

WHEREAS, only one of the four bids received for this work was lower than SEH's original proposal; and,

WHEREAS, the cost savings was less than the cost for the additional work that would be performed under the original proposal from SEH Design/Build, Inc.; and,

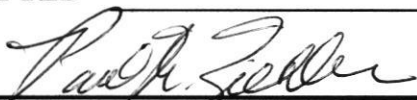
WHEREAS, staff has met with SEH and negotiated revised terms and conditions for the water tower maintenance program that are included in the revised agreement and attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and Common Council of the City of West Allis that the proposal dated January 18, 2007 submitted by SEH Design/Build, Inc. for providing professional services for the five year maintenance of the City's South 116 Street and West Rogers Street 1.5 million gallon water tank for the total net sum of \$1,107,325 be and is hereby accepted.

BE IT FURTHER RESOLVED, that the cost for such services shall be paid by funds budgeted by the City of West Allis Water Utility.

**ADOPTED**

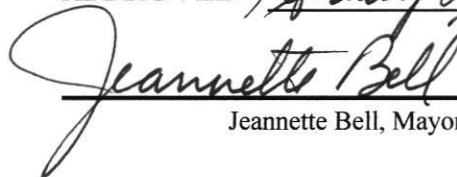
FEB 06 2007



Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

**APPROVED**

February 8 2007



Jeannette Bell, Mayor

## AGREEMENT

**THIS WATER TANK MAINTENANCE AGREEMENT** (hereinafter called "Agreement") is made as of the 6th day of February, 2007 (the "Effective Date") by and between the City of West Allis (hereinafter called "Owner") and SEH Design/Build, Inc., with its principal place of business at St. Paul, Minnesota (hereinafter called "SEH D|B").

In consideration of the agreements hereinafter contained, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** The Owner retains SEH D|B to furnish the services set forth on the attached Exhibit "A". SEH D|B agrees to perform the services. SEH D|B shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary for the Water Tank Services and all materials, equipment and improvements ancillary thereto specified on Exhibit "A" (Sometimes referred to herein as "the Project"). The work to be performed under this Agreement shall be done under the review of a professional engineer licensed in the State of Wisconsin, who shall attest that the work will be performed in compliance with all applicable codes and engineering standards. All procurement and construction shall be in accordance with drawings, specifications or other documents to be prepared by SEH D|B in accordance with design premises, performance requirements and other criteria set forth or referenced in the Exhibits hereto. The work shall be performed as set forth in the Contract Documents, which includes this Agreement and Exhibits, including Exhibit "A" – Scope of Services and Exhibit "B" – Schedule of Payment and Fee Schedule. In the event any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the following order: (i) this Agreement; (ii) Exhibit "A", (iii) Exhibit "B".

2. **REPRESENTATIVES.** Owner has designated Michael Pertmer, (the "Owner Representative"), and SEH D|B has designated Steve Campbell, PE (the "SEH D|B Representative"). The Owner Representative and the SEH D|B Representative shall be available as often as is reasonably necessary for reviewing the Water Tank Services, providing required information or decisions, and for authorizing changes therein as may be required.

3. **COMPENSATION.** SEH D|B shall be paid by the Owner for the services described in paragraph 1 in accordance with the amounts designated in Exhibit B for each year of service, inclusive of reimbursable costs.

#### 4. INVOICING

4.1 The invoice for the first year fee will be submitted upon completion of the work done in the first year. Invoices for the subsequent fees will be submitted in the anniversary month of this Agreement.

4.2 Invoices for Change orders shall be separately mailed and billed as outlined in the Change Order.

4.3 Amounts more than 30 days past due shall accrue interest at the lesser of 1.5% per month or at the maximum rate allowed by law. If the Owner fails to make timely payment, SEH D|B may suspend work until receipt of payment.

4.4 If any of the payments listed in Exhibit B and due as set out above exceed the total water utility charges received for the Owner for the year payments are due ("Water Utility Charges"), then the Owner may extend payments, and such amounts shall become due upon the Owner's receipt of additional Water Utility Charges. Owner agrees to increase, assess or adjust Water Utility Charges as necessary to secure funds for payment within a reasonable time.

5. **COMPLETION.** SEH D|B estimates that the initial rehabilitation shall achieve Completion by October 1, 2007, subject to adjustment as allowed or required by this Agreement.

6. **SUBCONTRACTING.** The subcontracting of any portion of the Work shall not relieve SEH D|B of responsibility for the performance of the Work, as provided hereunder. However, SEH D|B shall have the right to subcontract such portions of the Work as it shall determine to others, including any affiliates of SEH D|B ("Affiliates").

## **7 OWNER RESPONSIBILITIES.**

### **7.1 TELECOMMUNICATIONS**

7.1.1 Owner recognizes that any telecommunications equipment located on the water tank(s) or appurtenant facilities may interfere with the work contemplated in this Agreement. If requested by SEH D|B, Owner agrees to arrange for the owner of any telecommunications equipment located on the water tank(s) or appurtenant facilities to remove or protect telecommunications equipment during the Work. SEH D|B cannot and will not remove such equipment and the removal of such equipment by the Owner or the owner of such equipment is a condition precedent to SEH D|B's obligations under this Agreement.

7.1.2 Owner will also arrange for the reinstallation of the telecommunications equipment after SEH D|B has notified the Owner that rehabilitation work has been completed or that the work has proceeded to the point where such equipment may be reinstalled. SEH D|B shall have no responsibility for the reinstallation of the telecommunications equipment.

7.1.3 Owner acknowledges that SEH D|B cannot be responsible for any damage to the telecommunications equipment during the removal and reinstallation of that equipment. As a result, Owner will indemnify, defend and hold SEH D|B harmless against any and all claims, damages, suits, disbursements or other costs including reasonable attorneys' fees incurred by SEH D|B as a result of removal and/or reinstallation of the telecommunications equipment.

7.1.4 Work that results from the proposed or actual installation of telecommunications or other equipment that is anchored to or otherwise attaches to the tank structure or appurtenances is not included as part of this work. Owner agrees that SEH D|B will have the right to review, approve and inspect all proposed telecommunications equipment installations during the term of this contract. SEH D|B shall be compensated in accordance with its then current hourly rates for such work as an additional service. SEH D|B shall bill Owner for these services through a separate invoice for this work.

### **7.2 PROJECT INFORMATION**

7.2.1 The Owner shall furnish all surveys, record drawings, and other information describing legal limitations, physical conditions, soils and subsurface conditions and utility locations material to the Work. The Owner shall provide SEH D|B with copies of all prior evaluations, studies, reports, or existing documentation regarding the condition of Water Tanks, or any concerns or complaints regarding the condition or operation of the Tank(s) or other work subject to this Agreement. The Owner shall secure and pay for necessary permits, approvals, variances, easements, assessments and charges required for the construction, use or occupancy of the Water Tank. If the Owner becomes aware of any fault or defect in the Project, it shall give prompt notice thereof to the SEH D|B.

**8. INDEMNIFICATION.** SEH D|B shall indemnify and save the Owner, its directors, officers, employees, successors and assigns harmless from and against any and all losses, liabilities, damages, costs and expenses (including cost of defense, settlement and reasonable attorney's fees) by reason of liability to third parties imposed by law upon the Owner (1) for damages as a result of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or (2) on account of damage to property (other than the Work whether accepted or not), including loss of use thereof, to the extent caused by the negligent acts or omissions or willful misconduct of SEH D|B.

**9. INSURANCE.** SEH D|B shall secure and maintain such insurance as will protect SEH D|B from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$1,000,000 each occurrence/aggregate
Automobile Liability	\$1,000,000 combined single limit
Excess/Umbrella Liability	\$2,000,000 each occurrence/aggregate

The Owner shall be named as an additional insured on the general liability and umbrella policies.



SEH D|B or its engineering subconsultant shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the Owner, in the insured's capacity as engineer, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. Said policy shall provide minimum limits of \$1,000,000 with a deductible maximum of \$200,000 unless the Owner agrees to a higher deductible.

Before commencing work, SEH D|B shall upon written request, provide the Owner a certificate of insurance evidencing the required insurance coverage in a form acceptable to Owner. The certificate shall provide that such insurance cannot be cancelled until thirty (30) days after the Owner has received written notice of the insurer's intention to cancel this insurance.

**10. INDEPENDENT CONTRACTOR.** The Owner hereby retains the SEH D|B as an independent contractor upon the terms and conditions set forth in this Agreement. The SEH D|B is not an employee of the Owner and is free to contract with other entities as provided herein. SEH D|B shall be responsible for selecting the means and methods of performing the work. SEH D|B shall furnish any and all supplies, equipment, and incidentals necessary for SEH D|B's performance under this Agreement. Owner and SEH D|B agree that SEH D|B shall not at any time or in any manner represent that SEH D|B or any of SEH D|B's agents or employees are in any manner agents or employees of the Owner. SEH D|B shall be exclusively responsible under this Agreement for SEH D|B's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

## **11. CHANGE ORDERS**

**11.1** The Owner may request that SEH D|B perform additional services not originally included in the basic services identified in Exhibit A. No such work may be done until after the Owner has approved the change order in writing. Upon such a request by Owner, SEH D|B will generate a Change Order in writing describing the additionally requested Work and the anticipated compensation for undertaking that Work.

**11.2** In any emergency affecting the safety of persons or property, SEH D|B shall act, at its discretion, to prevent threatened damage, injury or loss. If the emergency was not the result of SEH D|B's fault, SEH D|B will be entitled to an equitable contract adjustment to compensate SEH D|B for its services.

**11.3** All Change Orders shall include:

**11.3.1** A detailed description of the Change Order Work to be performed.

**11.3.2** The amount of any adjustment (up or down) to the SEH D|B contract for the Work done pursuant to Change Order.

**11.3.3** A modification of the project schedule if necessitated by the Change Order Work.

**11.4** S.E.H. D|B may request a change order if it believes work outside the scope of services has been requested or is needed. All such change orders must be approved in writing by the Owner before the work is done

## **12. WAIVER OF CONSEQUENTIAL DAMAGES**

**12.1** Neither the Owner nor SEH D|B and any Affiliates shall be obligated or liable to each other under this Agreement (including, without limitation, any guarantee or remedy hereunder) or otherwise for loss of use, loss of actual or anticipated profits, business interruption, loss of revenues, or product, loss by reason of shutdown, non-operation, or increased expense of manufacturing or operation, increased expenses of borrowing, financing, manufacturing or operation, loss of productivity, loss of shop space, or other consequential, indirect, special, incidental or punitive damages, however the same may be caused, including, without limitation, damages related to breach of warranty, misrepresentation or the negligent acts or omissions, strict liability or other tort.

**12.2** Limitations of liability and exculpation from consequential, indirect, special, incidental or punitive damages expressed in this Agreement shall apply even in the event of the negligence, fault, strict liability of Owner, SEH D|B or any Affiliates, AND SHALL INCLUDE LIABILITY FOR ANY LOSS CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF OWNER, SEH D|B OR ANY AFFILIATES.

12.3 All releases, waivers, limitation on liability, hold harmless and indemnity provisions in the Contract Documents which apply for the benefit of SEH D|B shall also apply for the benefit of SEH D|B's parent and affiliated companies and SEH D|B's Subcontractors (including but not limited to any Affiliates), and all of their respective directors, officers, employees, agents and representatives.

12.4 All releases, waivers, limitation on liability, hold harmless and indemnity provisions in the Contract Documents which apply for the benefit of Owner shall also apply for the benefit of Owner's agents and Owner's Subcontractors (including but not limited to any Affiliates), and all of their respective directors, officers, employees, agents and representatives.

### **13. TERM AND TERMINATION**

13.1 This Agreement shall be effective for 5 years from the effective date as set forth in this Agreement.

13.2 Either party may terminate this Agreement prior to the expiration of the five year term for material breach of this Agreement, provided such breach is not cured as set forth below.

13.3 If either party believes that the other has materially breached the agreement, then the party alleging the breach shall give the other 15 days written notice setting forth the nature of the claimed breach and confirming the intent to terminate. The party claimed to be in breach will then have 15 days to cure the condition which constitutes the alleged material breach of the contract, or demonstrate that no breach exists. If the party in breach fails to correct the breach or demonstrate no breach exists, the agreement will terminate upon two days written notice.

13.4 The Owner may, at any time, terminate this Agreement for the Owner's convenience without cause upon 30 days written notice. In the event the Owner terminates this Agreement for convenience, SEH D|B shall:

- 13.4.1 Cease operations as directed by the Owner in its notice;
- 13.4.2 Take actions as necessary or as the Owner may direct for the protection and preservation of the Work; and
- 13.4.3 Except for work directed to be performed prior to the effective date of the termination for convenience, terminate all existing subcontracts and purchase orders, and enter in to no further subcontracts and purchase orders.
- 13.4.4 Determine the total amount due for services performed prior to the effective date of the termination for convenience.

13.5 In the event of termination for convenience by the Owner, SEH D|B shall be entitled to receive payment for all Work executed per this Agreement, and any performed Work Orders or Change Orders.

13.6 In the event of termination for cause prior to the expiration of the term of this Agreement or any Work Order, Owner shall pay to SEH D|B the remaining amount due for the Work performed and all claims shall be resolved as set forth in the applicable Work Order. Such payment shall be due within 30 days of termination. Payments not received by the last day of the month shall be overdue and will accrue interest at a rate of 1.5% per month or the maximum rate allowed by law which ever is less. Where there is a bona-fide dispute as to whether payment is due, no interest shall accrue.

**14. ASSIGNMENT.** Neither party shall assign this Agreement, nor any interest arising herein, nor any claims arising from or related to this Agreement or the Project, without the written consent of the other party. Any assignment in violation of this provision shall be null and void. Notwithstanding the above, SEH D|B reserves the right to assign its right(s) for payments due under this Agreement to a bank, credit union or other lending institution or entity in return for immediate payments, financing of work under this Agreement or other good and valuable consideration, and Owner hereby consents to such assignment.

**15. WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

**16. ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

**17. CONTROLLING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. All parties to this Agreement consent to and accept the personal jurisdiction of the State of Wisconsin and agree that all claims, disputes or litigation that arises from or relates to this Agreement shall be made in the State of Wisconsin.

**18. COPYRIGHT.** SEH D|B shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it for the Project, and it shall hold harmless the Owner from loss or damage resulting therefrom for use of these documents for the Project. The designs, drawings, and specifications supplied by SEH D|B shall, upon payment by Owner, become the property of Owner and subject to the open records law, however, Owner shall not use any designs, drawings or specifications supplied by SEH D|B for any other project without the express written consent of SEH D|B.

**19. RECORDS.** The SEH D|B shall maintain complete and accurate records of time and expense involved in the performance of services.

**20. BINDING EFFECT, THIRD PARTIES.** Each of the provisions of the Contract Documents shall extend to and shall, as the case may require, bind or inure to the benefit not only of the parties, but also for their respective successors, heirs or assigns, provided this clause shall not permit any assignment by any party of the Contract Documents not otherwise permitted. The parties agree that the Contract Documents are not intended by either party to give any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation (other than a party or its permitted assignee, or, to the extent applicable, any Affiliates) as a third party beneficiary or otherwise under any theory of law.

**21. MISCELLANEOUS**

**21.1** This Agreement states the integrated and complete Agreement between Owner and SEH D|B on this subject and replaces any previous understandings, representations or communications, whether oral or written.

**21.2** A party's failure to exercise a right in one or many instances does not waive that right as to any later instance. The course of conduct does not affect a modification or a waiver unless ratified in writing by the party to be bound.

**21.3** In the event of any litigation between the parties related to this Agreement or its breach, each party will be responsible for its own attorney's fees together with expert's fees and other costs.

**21.4** The section headings of this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of any provision.

**21.5** All provisions of this Agreement allocating responsibility between Owner and SEH D|B will survive the completion of the Work or termination of this Agreement.

**21.6** Any provision or part of this Agreement adjudicated to be void or unenforceable under any law will be deemed deleted, such deletion to apply only with respect to the jurisdiction in which such adjudication is made, and all remaining provisions will continue to be valid and binding upon the parties. The parties agree that this Agreement will be reformed to replace the deleted provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the deleted provision.



IN WITNESS WHEREOF, the parties hereto through their respective authorized representatives have executed this Agreement as of the day and year first written above.

OWNER

BY: Jeannette Bell  
Its: Mayor

Dated: 2-8-07

Approved as to form: Scott Port 1-29-07  
City Attorney

SEH DESIGN|BUILD, INC.

BY: James P. Norton  
Its: Vice President

Dated: 1/18/07

Countersigned Comptroller: [Signature]  
Finance Manager

## Exhibit A

### Water Tank Maintenance Services Scope of Services

#### I. Basic Services

- A. SEH Design|Build, Inc. shall, within the term of the Agreement, provide, or cause to be provided the services in accordance with the indicated schedule. These services will be provided at the following facilities:

116th Street Tank      1,500,000 Gallon Toro-Pillar

- B. As part of the initial Rehabilitation, SEH D|B will provide the specific work items and repairs listed on the attached Exhibit A-I.B.

#### II. Additional Services

- A. SEH D|B will by Change Order, provide the additional services listed on the attached Exhibit A-II.A determined to be required by further evaluation of the storage facilities.

#### III. Machinery and Equipment

- A. In the execution of this project, SEH Design|Build may utilize some or all of the following machinery and equipment:
- One 53 foot equipment trailer
  - One 53 foot blast trailer with in excess of a fifty-ton pressure-pot c/w a high-volume air-dryer and eight blast nozzle capability
  - Backup compressors as required
  - One Bobcat for material handling
  - One Pneumatic wheel lift truck for material handling
  - Numerous swing-stages c/w safe modern rigging
  - Large capacity welding machine
  - One 40,000-cfm dust-collector
  - High-volume vacuum unit for removing spent interior area abrasive blast materials
  - Ground cover for removal/disposal operations
  - Portable toilet serviced by a local vendor
  - Other equipment as required by the schedule

# Exhibit A-I.A

## Water Tank Maintenance Services Schedule of Services

116<sup>th</sup> Street Tank

1,500,000-Gallon Toro-Pillar

Procedures		Year				
		2007	2008	2009	2010	2011
➤ Engineering Evaluation						
• Exterior Coating Testing and Analysis						X
• Interior Coating Testing and Analysis						X
• Float-Down Inspection				X		
• Tank Accessories Inspection				X		X
• Detailed Report with Recommendations						X
➤ General Maintenance						
• Pressure Wash Cleaning	Exterior					X
	Interior Wet					X
	Interior Dry					X
• Spot Coating Repairs	Exterior					X
	Interior Wet					
	Interior Dry					X
• Minor Accessory Repairs		X				X
➤ Rehabilitation						
• New Coating System	Exterior	X				
	Interior Wet	X				
	Interior Dry	X				
• Logo/Lettering Application		X				
• Accessory Modifications*		X				
• Structural Modifications*		X				
• Quality Assurance		X				X
➤ Visual Survey						
• Exterior Coating Observation			X		X	
• Interior Coating Observation			X		X	
• Accessory Observation			X	X	X	
• Summary Statement			X	X	X	
➤ Warranty						
• Full Coverage		X	X	X	X	X

\*See Exhibit A-I.B for details.



## Exhibit A-I.B

### Water Tank Maintenance Services Specific Work Items and Repairs

116<sup>th</sup> Street Tank      1,500,000-Gallon Toro-Pillar

1.	After first years work is done, install owner supplied locks to all roof Manways
2.	Install a new 24" neck, aluminum, pressure-pallet type roof vent. Place a tight fitting rubber cover over the old dry-tube roof gap vent to seal it completely
3.	Make the existing roof corral OSHA compliant with regard to height, mid-rail and toe-plate
4.	Move the existing FAA marker light up onto the new handrail
5.	Add new gaskets to the bolted roof Manway and to the dry-tube mounted pressure-Manway
6.	Install a new stainless steel screen in the overflow outlet when the interior-wet lining is changed. The overflow will meet Wisconsin DNR requirements
7.	Exterior Work – The exterior will be contained complete with a bonnet and a dust-collector. The whole tank exterior will be blasted to the extent of an SSPC-SP10, near-white level of cleanliness. The new system will consist of two coats of epoxy and a coat of high-solids, gloss urethane finish. The logo will be done in the same urethane finish but will also have a clear coat over the color portions
8.	Change the expansion joint in the fill pipe to a new stainless steel version before any blasting and painting is done in the dry
9.	Interior-dry Work – Blast and replace the interior-dry area, including the exterior of the fill pipe, to an SSPC-SP10 level of cleanliness. Apply two coats of epoxy as used in the interior-wet area of the tank. Replace the insulation when the coating work is completed. Install and band aluminum jacketing.
10.	Blast the pit piping and valves to the extent of an SSPC-SP 10, near-white level of cleanliness and apply two coats of epoxy plus a stripe coat as used in the dry area. Brush into recesses a full coat of epoxy to stripe the prominences
11.	After initial blasting of the wet area, arc-gouge and grind away all erection-lug prominences. Remove weld-spatter along welds that if left in place will shorten the life-span of the new epoxy lining system. It is expected that there are 250 man-hours of this type of work in this particular tank
12.	Interior-wet Work – Blast the complete interior-wet area out to the extent of an SSPC-SP10, near-white level of cleanliness and replace it with two coats of epoxy and a full stripe coat on all prominences
13.	Caulk, using SIKA-Flex 1A, all interior-wet, vapor phase, lap-joints and circular roof penetrations when the epoxy lining is blasted out and replaced
14.	Holiday detect the interior-wet after the lining is cured
15.	Disinfect the tank using an approved AWWA method so that the owner can fill and then do his own hygiene testing
16.	Clean up site to pre-construction conditions. Level ruts and plant grass seed. Watering to be done by owner after crew leaves
17.	Do all required TCLP testing on spent blast media. Prepare paperwork and legally dispose of spent blasting media. Supply a paper trail to owner

**Exhibit A-I.B (Cont.)**

**Water Tank Maintenance Services  
Specific Work Items and Repairs**

116<sup>th</sup> Street Tank 1,500,000-Gallon Toro-Pillar

18.	Modify the existing platform handrails to comply with OSHA.
19.	Modify the existing access tube vent. Remove existing screen and associated hardware.
20.	Remove existing 20-inch riser entry manway. Replace with 30" x 60" ships door (supplied by CB&I). Verify location with Owner
21.	Install an OSHA compliant ladder from the top platform to the riser manway.

## Exhibit A-II.A

### Water Tank Maintenance Services Additional Services Provided by Change Order

116<sup>th</sup> Street Tank 1,500,000-gallon Toro-Pillar

1.	Weld and then grind smooth any interior-wet area pits deeper than 50% of the parent metal (\$15.00 per pit)
2.	Fill any other severe pits using 100% solids-by-volume epoxy filler (\$390.00 per gallon installed)
3.	Any required lineal feet of repair welding (\$38.00 per lineal foot)
4.	Dispose of any built-up silt encountered when entering the tank (\$175.00 per yard)
5.	If not presently installed, weld into the lowest spot in the bowl, flowing into the existing overflow pipe; a new 4" plug and pipe water/mud removal system to promote rapid cleaning of the tank during periodic shutdowns for maintenance and interior-wet cleanouts (\$8,000.00)



## **Exhibit B**

### **Water Tank Maintenance Services**

- I. The City of West Allis Wisconsin shall pay SEH Design|Build, Inc. for the work provided in the Scope of Services in accordance with the following schedule:

<b>Year</b>	<b>Fee</b>
<b>2007</b>	<b>\$890,125</b>
<b>2008</b>	<b>\$54,300</b>
<b>2009</b>	<b>\$54,300</b>
<b>2010</b>	<b>\$54,300</b>
<b>2011</b>	<b>\$54,300</b>
<b>Total</b>	<b>\$1,107,325</b>

**Exhibit C**  
**Water Tank Maintenance Services**  
**Performance Guarantees**

**I. Guarantees**

A. Subject to the terms and conditions of the Contract Documents, SEH Design|Build, Inc. hereby guarantees that, following a complete rehabilitation procedure, the facilities included under this contract will for the term of the Contract:

1. Be in compliance regarding safety, access and hygiene with the following industry standards:
  - American Water Works Association (AWWA) Standard D-100
  - Occupational Safety and Health Administration (OSHA) Article 1910
  - Recommended Standards for Water Works (10-State Standards) Subparts 7.0.8 and 7.0.12.
  - National Fire Protection Agency
2. Be maintained to meet or exceed the following industry performance levels for coating systems:
  - a. For exterior polyurethane systems: SSPC Paint Specification 369 – Performance Level 3.
  - b. For all other coating systems:
    - 1) Rusting: ASTM D-610 – Grade 9
    - 2) Cracking: None Allowed
    - 3) Peeling: None Allowed
    - 4) Delamination: None Allowed
    - 5) Pitting: None Allowed