RESOLUTION No. R-2020-10

A RESOLUTION AUTHORIZING THE MAYOR AND/OR THE CITY CLERK OF THE CITY OF WARD TO ENTER INTO A CONTRACT TO PERFORM TANK INSPECTION ON THE CITY OF WARD WATER STORAGE TANKS; AND FOR OTHER PURPOSES

WHEREAS, THE CITY OF WARD maintains the following above ground water storage tanks

- 1 Million Gallon Standpipe Tank – 509 S. Stagecoach Rd
- 1.5 Million Gallon Hydropillar Tank – 1130 Peyton St
- 100,000 Elevated Water Tank – 653 Peyton St
- 520,000 Standpipe Tank – 2291 Hwy 321 E

WHEREAS, maintaining city equipment is a priority, it was noted by the Arkansas Department of Health in their October 17, 2019 Public Water Supply Sanitary Survey (dated February 24, 2020), “all potable water storage tanks should be inspected every 5 year.”

WHEREAS, inspecting such tanks can be accomplished utilizing a Remote Operated Vehicle (ROV) which does not require the draining of tanks.

NOW, THEREFORE, IT IS RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WARD hereby declares that the Mayor and/or the City Clerk may enter into a contract with Pittsburg Tank & Tower Group as prescribed in Attachment 1 for a cost not to exceed $5,000.00 not including any applicable taxes.

Said resolution has been properly introduced and the vote was:

PASSED        YEAS _10_  NAYS _0_

DATE: April 20th, 2020

APPROVED:

[Signature]

Charles Gastoneau, Mayor

ATTEST:

[Signature]

Courtney Ruble, City Clerk

City Seal
In accordance with the price, terms and conditions listed herein, we propose to furnish all labor, materials, equipment and insurance necessary to perform the work quoted. Please initial in the column next to your service selection.

<table>
<thead>
<tr>
<th>Tank Type</th>
<th>Tank Address</th>
<th>Cap. Gal</th>
<th>Service</th>
<th>Insp. Only</th>
<th>Initial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standpipe</td>
<td>509 S. Stagecoach Rd</td>
<td>1,000,000</td>
<td>ROV Inspection</td>
<td>$1,250.00</td>
<td></td>
</tr>
<tr>
<td>Hydopillar</td>
<td>1130 Peyton St.</td>
<td>1,500,000</td>
<td>ROV Inspection</td>
<td>$1,250.00</td>
<td></td>
</tr>
<tr>
<td>Elevated Water Tank</td>
<td>653 Peyton Street</td>
<td>100,000</td>
<td>ROV Inspection</td>
<td>$1,250.00</td>
<td></td>
</tr>
<tr>
<td>Standpipe</td>
<td>2291 Hwy 321 E</td>
<td>520,000</td>
<td>ROV inspection</td>
<td>$1,250.00</td>
<td></td>
</tr>
</tbody>
</table>

To perform all four (4) ROV inspections in the same trip for the sum of.... $2,900.00

Inspection of tank(s) will be for compliance with the following codes and standards:

AWWA, EPA, NFPA, NFPA22, NFPA25, OSHA

Perform Interior Inspection

- Please note, our ROV unit requires, at minimum, a 12” diameter manway/opening.
- The interior in-service inspection will be performed using our ROV Inspection Robot and the exterior will be inspected by our personnel trained in OSHA regulations utilizing fall protection equipment. Tank is to remain full during internal inspection.
- This inspection will check for deficiencies and meet tank inspection requirements of OSHA, EPA, AWWA and NFPA. All structural, sanitary, safety, security and coating conditions will be reviewed. Items examined will include ladders, shell, roof, vent, manways, welds, seams, foundation, anchors, safety systems, hatch, and external overflow. Any emergency items will be brought to Owner's attention by our Inspector personnel.
- Owner will receive a detailed written report of findings with photographs, DVD of inspection, corrective recommendations and cost estimates.
- The following tests shall be performed during the inspection: Lead check – Interior & Exterior, Mil thickness test (coating thickness) – Exterior only. Cross hatch test (paint adhesion) – Exterior only, Ultra-sonic test of tank shell – Exterior only

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved
New and Used Tanks
Terms & Conditions

1) Prior to start of work, Owner will be furnished a certificate of insurance covering Workman’s Compensation, Occupational Disease, Employer’s Liability, and General Liability.

2) If tank is to be drained prior to our arrival, it shall be drained by owner, if it becomes necessary to drain the tank while on site, it must be drained by the Owner/Customer.

3) If needed a pressure release valve will be furnished during the cleaning and painting operation. Owner required to notify PTTM prior to mobilization if required.

4) In the event interior and/or exterior complete tank repainting is not included in this scope of work, all new tank appurtenances furnished and installed by PTTM as part of this scope of work shall be field primed and finish coated to match existing coating system(s), unless specifically excluded from our scope of work. Color to match as close as possible.

5) No paint shall be applied during wet, damp, or inclement weather.

6) All paint will be delivered to the job site in original containers with contents identified by the manufacturer.

7) If necessary, customer will be required to clear/move vehicles and equipment a safe distance from the job site to prevent damage and place physical barricades around the perimeter to restrict access.

8) Work to be performed using our standard wage scale with Open Shop personnel, by mechanics skilled in their trade.

9) All workmanship is guaranteed for twelve (12) months after completion.

10) Owner is to provide dumpster(s) for trash, paint consumables, blast media, and all other waste produced during course of job, including disposal of said waste.

11) Handling, removal, and/or disposal of hazardous or contaminated material (e.g., asbestos, lead, chemicals, heavy metals, etc.) requiring special handling or transportation to a specific disposal site are not included in the submitted quotation for work. Unless specifically included in our scope of work.

12) This quote does not provide for the shrudging or containment of blast media and paint.

13) Owner understands and agrees any Federal, State, and Municipal taxes imposed on Contractor with respect to the outlined work are additional expenses not included in the contract and further assumes the obligation of paying said additional costs incurred by Contractor. PTTM does not include costs for any permits, local licenses, fees, etc. in this proposal.

14) OWNER / CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law.

15) In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM’s attorney’s fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky.

16) OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.

TERMS

50% with Order; Balance upon Completion OR Mutually Agreed Payment Terms

*MasterCard, Visa and American Express are accepted, with prior authorization*

Payments made by credit card will be subject to a processing fee of 3%.

Interest will be applied to payments not received in accordance to payment terms.

The parties approving this contract certify that they are fully authorized to do so, and that all legal requirements have been complied with. You are hereby authorized to furnish all labor, material, equipment and insurance required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal. OWNER / CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law. In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM’s attorney’s fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky. OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.

ALL QUOTATIONS SUBJECT TO ACCEPTANCE WITHIN 60 DAYS

Accepted: ______________, 2020

Company: City of Ward

By: __________________________ By: __________________________

Title: __________________________

Respectfully Submitted by:

Pittsburg Tank & Tower Group
Maintenance Division

Patrick Heltsley, Vice President

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved
New and Used Tanks

Inspection | 40920
Bruce Jones  
Water Superintendent  
City of Ward  
405 Hickory St  
PO Box 237  
Ward, AR 72176  
501-843-7686 X307  
brucejones@cityofward.com

Bruce,

Since 1919, Pittsburg Tank & Tower Group Maintenance Division has been providing tank services to our customers in over 60 countries, proudly making us a Global Company. Our wealth of experience encompasses all aspects of tank maintenance services, from paint and repair to dismantle and inspections. Our expertise expands beyond maintenance to tank design, fabrication, erection and professional engineering services for new tanks and modifications to existing tanks, including raising, lowering and moving services.

Having been ranked in the Top 600 Specialty Contractors and among the top 15 steel erectors according to Engineering News Record, it was natural to expand our offerings into the Custom Engineering and Manufacturing Industry. Our sister company, AllState Tower Inc., manufactures structural steel components for towers and agricultural material handling, including complete turn-key systems and installation services.

At Pittsburg Tank & Tower Group, it’s not only about the products we produce, but the people as well. Being a family-operated company with a commitment to the Safety and Health of our family of employees, we have worked with the Commonwealth of Kentucky’s Labor Cabinet to achieve our SHARP Certification (Safety and Health Achievement Recognition Program), and we are recognized as a Drug Free Workplace in accordance with the standards set forth by the regulation; 803 KAR 25:280 Certification of Drug-Free Workplace.

We are proud to provide you with this quotation and look forward to working with you should you decide to accept it. To accept the proposal, simply sign and date one (1) copy and return it to our Henderson, KY office either by mail, fax or email.

Please feel free to contact us should you have any questions or concerns, or simply want to discuss the proposal further.

Respectfully,

Pittsburg Tank & Tower Group  
Maintenance Division

Nicci Sheridan  
National Accounts Manager  
270-826-9000 – Ext. 4624  
270-215-5706 – Fax  
nsheridan@pttg.com

Patrick Heltsley  
Vice President  
270-869-9400 Ext: 4601  
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270-767-6912 Fax  
pheltsley@pttg.com

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved  
New and Used Tanks
Minimum Codes for Inspections
NFPA 25-2014 AWWA M-42 2013

- **NFPA 25-2014; 9.2.6.1.1** States, “The interior of steel tanks without corrosion protection shall be inspected every 3 years."
- **NFPA 25-2014; 9.2.6.1.2** States, “The interior of all other types of tanks shall be inspected every 5 years."
- **NFPA 25-2014; 9.4.5** States, “Silt shall first be removed during interior inspections or more frequently, as needed, to avoid accumulation to the level of the tank outlet.”
- **AWWA M-42-2013 Periodic Inspection** States, “The tank should be inspected at least once every 3 to 5 years or as required by state regulatory agencies. A drained “dry” evaluation or an underwater evaluation performed by robotic inspection are popular methods.”
- **AWWA M-42 2013 Tank Washouts** states, “Tanks should be washed out and inspected at least once every 3 years, and where water supplies have sediment problems, annual washouts are recommended.”

**DISINFECTION PROCEDURE FOR “ROV INSPECTION UNIT”**

1. Once our crew arrives on site, a chlorine solution made of ¾ water and ¼ chlorine bleach is mixed in a plastic spray bottle.
2. The ROV unit is removed from the case and placed on plastic. An inspection crew member, wearing plastic latex gloves, then sprays thoroughly the plastic and all exterior portions of the ROV unit using the chlorine solution.
3. A plastic bag is then also thoroughly sprayed on the outside and inside with the same chlorine solution. The ROV unit is then immediately placed into the plastic bag and the bag is tied secure.
4. The unit remains in the bag until the crew completes the external portion of the tank inspection.
5. When time for the internal inspection, the unit is carried to the top of the tank, removed from the plastic bag and placed in the water.

For more information about our inspections, please go to [Tank Inspection Information](#)

**Definitions**

**ROV:** Remote Operated Vehicle
**NA:** Used in the cleanout column and indicates tank construction type prevents an ROV Cleanout from being performed.