

RESOLUTION NO. R-2018-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A CONTRACT FOR THE REPAINTING OF THE 1 MILLION GALLON STAND PIPE, 250 THOUSAND GALLON ELEVATED TANK LOCATED AT LOOP 150 FACILITY, AND THE 500 THOUSAND GALLON GROUND STORAGE TANK AT WILLOW TREATMENT PLANT LOCATION, TO TRI-STATE COATINGS, INC., AT A COST OF \$115,000.00 (ONE HUNDRED FIFTEEN THOUSAND DOLLARS AND 00/100 CENTS); AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City Council has the steadfastness to ensure the quality of our City water supply; and

WHEREAS, The City of Bastrop has received all bids, and found the lowest responsible bidder to be qualified.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1: That the City Manager is hereby authorized to award a contract to Tri-State Coatings, Inc. for the repainting of the 1 million gallon Stand Pipe, 250 thousand gallon Elevated Tank located at Loop 150 facility, and the 500 thousand gallon Ground Storage Tank at Willow Treatment Plant location in the amount of \$115,000.00. (Attached as Exhibit A)

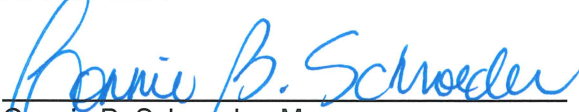
Section 2: That the City Council of the City of Bastrop has found Tri-State Coatings, Inc., to be a subject matter expert in the field of tank coating systems.

Section 3: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 24th day of April, 2018.

APPROVED:



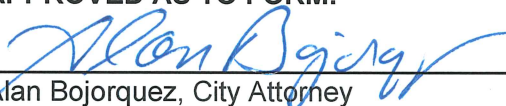
Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

TRI STATE COATINGS

16258 150th street
Wadena, MN 56482



SOW for Agreement to Perform Tank Rehabilitation Services to City of Bastrop, Texas

Date

April 20, 2018

Services Performed By:

TRI STATE COATINGS
16258 150th street
Wadena, MN 56482

Services Performed For:

City of Bastrop, Texas
300 Water Street
Bastrop, Tx 78602

This Statement of Work (SOW) is issued pursuant to the tank rehabilitation agreement between City of Bastrop, Texas (“Client”) and TRI STATE COATINGS (“Contractor”), effective upon signing(the “Agreement”). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof.

This SOW (hereinafter called the “SOW”), effective as of April 20, 2018, is entered by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services shall commence on the 2018 painting season.

Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

Exterior of loop 150 elevated, loop 150 stand pipe and willow ground storage tank

1. Pressure wash entire exterior to remove foreign matters
2. Spot prime required areas
3. Full finish coat

Contractor Responsibilities

The contractor shall supply the owner with certificate of liability insurance and provide a one (1) year warranty period on workmanship and material.

Client Responsibilities

Repair of any rutting or sod damage on site from the use of JLG boom lift

Invoice Procedures

The contractor agrees to perform all the work described for the sum of One-hundred and fifteen-thousand dollars (\$115,000) to be paid within thirty (30) calendar days of invoice.

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

City of Bastrop, Texas

TRI STATE COATINGS

By: _____
Name:
Title:

By: _____
Name:
Title: