



Leary Construction Company, Inc.

Office: 317-462-2100

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Water Tank Maintenance Quote (PPP)

32 E. Pierson St.

Greenfield, IN 46140

Recipient:

Town of Yorktown, IN

Attn: Jamie Mixell / 765-620-0710 / jmixell@yorktownindiana.org

Date: April 24, 2024

Proposal By: Logan Halvorson

We Propose to Furnish Labor, Material, and Equipment to Complete the Following:

**10 Year Water Tank Preventative Protection Program 400,000 Gallon Single Pedestal Elevated Water Storage Tank @
40.186671, -85.494453 (9250 W River Rd., Muncie, IN 47304)**



- Contract Period:** Ten consecutive years from the date of the initial payment.
- Interior:** The interior coating of the tank will be maintained throughout the duration of the contract and kept in good quality and sanitary condition.
 - The interior will be washed out and the coating system thoroughly inspected no less than 3 times during the contract period.
 - At the time of the washouts, all defects will be identified and repaired using the most up to date repair



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products and procedures available from Tnemec Company, Inc or equivalent.

- The interior coatings shall be prepped and overcoated one time during the contract period. All products shall be produced by the Tnemec Company or equivalent and comply with all AWWA standards for drinking water. The products used at the time of recoating shall be: Spot/Stripe: (3-5 mils), Full Prime: (4-6 mils), Full Finish: (4-6 mils), or equivalent equal depending on current regulations and availability.
3. **Exterior:** The exterior coating of the tank will be maintained throughout the duration the contract and kept in a good quality, safe, and compliant condition.
 - The exterior will be pressure washed and over coated no less than 1 time during the contract period
 - The materials used at the time of over coating will be Tnemec products or equivalent: Spot: Epoxy (2-3 mils), Full Prime: Epoxy (2-3 mils), Finish: Polyurethane (2-3 mils).
 - The Owner may select a different color from the Tnemec color chart at the time of exterior repainting. Colors identified by Tnemec as "deep tones" shall not qualify.
 4. **Annual Inspections:** Leary Construction will visit the site annually and do a visual inspection of the tank.
 - It is not necessary to drain the tank for this inspection as this is only a general inspection for the purposes of verifying continued compliance, checking the condition of the coatings, and verify any mechanical accessories are in operational condition.
 - A report will be prepared after every inspection and submitted to the owner for their records.
 - While every effort will be made to complete this inspection annually, no less than 8 inspections and subsequent reports will provided during the 10 year period.
 5. **Signs and Logos:** The signs and logos shall be maintained as they appear on the day of the signing of this contract and reapplied in the same fashion at the time of the overcoating of the tank.
 6. **Inspection of Work:** Should the Owner choose to employ a third party inspection firm to review the work as it is conducted, Leary shall cooperate to the best of our ability. At no time however shall an inspector slow progress for any reason short of non-compliant work.
 7. **Repairs and Appurtenances:** All accessories, structures, and appurtenances will be regularly inspected and kept in operable and compliant condition at all times. Any repairs necessary to the continued operation of the tank are covered by this agreement.
 - The intent of this passage is to maintenance only. If any portion of the tank becomes inoperable due to neglect on our part or general wear it will be replaced at no cost.
 - Repairs shall include steel replacement, steel parts, expansion joints, float level indicators, sway rod adjustments, manholes, and other component parts thereof.
 - Accidents, Vandalism, Acts of God, or Spontaneous Structural Failure are not covered by this agreement
 - Should environmental regulations change dramatically and require updates to a new standard and other work outside of the scope specifically mentioned in this agreement, Leary Construction reserves the right to renegotiate or terminate with cause this agreement in part or as a whole.
 8. **Emergency Service:** Leary Construction will provide emergency service to handle any problems with the tank at no additional cost to the owner. Reasonable travel time will be allowed for the repair personnel to reach the water tank site.
 9. **Site Security:** A lock will be installed on the roof hatch of each water tank to prevent any unauthorized entry into the water supply. The owner and contractor shall have keys/combinations.
 - If the tank currently has a ladder gate in place. The ladder gate shall be kept maintained and locked for the duration of the contract.
 - The owner shall supply all locks for the tank as needed.
 10. **General:** Owner is to take the tank out of service and leave empty for the duration of any scheduled work. Leary Construction holds no liability for providing temporary water to the system. Tank owner to furnish water supply. Tank owner to prohibit parking in areas adjacent to the tank while work is being done. Tank owner will properly shield or kill all electrical lines within 30 feet of the tank or supporting structure. Tank owner to provide continuous 110V electrical service for the duration of the project.
 11. **Restoration of Disturbed Areas:** The contractor shall restore every area worked on to its pre-construction condition, or better. The Owner will provide a dumpster or containers for spent abrasives and cover the cost of any testing. The owner shall provide for removal of any hazardous materials.



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12. **New Material:** The Contractor shall warrant to the owner that all installed equipment and materials furnished under this contract will be new and that all work will be of good quality, free from faults and defects and in conformance with the contract documents.
13. **Insurance:** Contractor to furnish workmen's compensation, occupational disease, public liability, and property damage insurance.
14. **Hazardous Materials:** This quote will be void if any hazardous materials are found in the existing coatings unless specifically identified above. Leary Construction will be paid for the work completed up to that point and a new contract negotiated and signed once all hazards have been identified.
15. **Quote good for 30 days from the date printed at the top of the page.**

The above work to be completed in a workman like manner for the sum of:

Fifteen Thousand One Hundred Forty-Seven Dollars and Eight Cents-----\$15,147.08

Per year, for **10 (Ten)** consecutive years starting on the date of initial payment.

Any change from the above agreement, must be made in writing and signed by both parties.

Leary Construction Company, Inc.

By: 

Logan Halvorson, Managing Partner

Please approve this proposal on the blank lines provided below. Properly endorsed, this acceptance is a binding contract on both parties.

ACCEPTANCE

You are hereby authorized to complete the work mentioned in the above proposal for which we agree to pay the amount stated, and according to the specified terms.

Sign: _____

Print: _____

Date: _____

Title: _____