

**TOWN OF PINETOP-LAKESIDE**

**RESOLUTION NO. 24-1746**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, APPROVING AN EQUIPMENT PROPOSAL AND CONTRACT AGREEMENT WITH TEXAS AQUASTORE, INC. FOR THE CONSTRUCTION AND INSTALLATION OF A 100,000-GALLON, GLASS FUSED STEEL WATER STORAGE TANK AT MOUNTAIN MEADOW RECREATION COMPLEX IN AN AMOUNT NOT TO EXCEED \$429,476.00; AND AUTHORIZE THE TOWN MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE PURCHASING AGREEMENT.**

**WHEREAS**, on January 4, 2024, the Town of Pinetop-Lakeside (Town) Town Council accepted the Water Conservation Grant Fund Agreement with the Water Infrastructure Finance Authority of Arizona for the Mountain Meadow Recreation Complex Water Storage Tank Project; and

**WHEREAS**, in March 2024, the Town of Pinetop-Lakeside published an Invitation to Bid the Project of the Mountain Meadow Water Storage Tank, (The construction and installation of a 100,000-gallon Hot-Dip Galvanized Corrugated Steel Tank with an Epoxy Lining) at Mountain Meadow Recreation Complex, but received no submittals; and

**WHEREAS**, the Project was redesigned from a Hot Dipped Galvanized with Epoxy Lining to a Fused Glass Steel Tank, providing longevity and the overall cost savings for maintenance; and

**WHEREAS**, Texas Aquastore, Inc. is the sole source provider of Fused Glass Steel Storage Tanks (Exhibit A). Staff has reviewed the Agreement submitted and deems it prudent and cost-effective to enter into Contract with Texas Aquastore Inc. titled "Mountain Meadow, Pinetop AZ Aquastore Glass-Fused-to Steel Storage Tank," (Exhibit B) referred to herein as the "Purchase Agreement."

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, as follows:

1. Accepting and approving the the Purchase Agreement for the construction and installation of a 100,000-gallon Glass Fused Steel Water Storage Tank in an amount not to exceed \$429,476.00; and
2. Authorizing the Town Manager to execute all documents necessary in connection with this Purchasing Agreement.

**PASSED AND ADOPTED** by a majority vote of the Mayor and Town Council of the Town of Pinetop-Lakeside in an open meeting on this 7<sup>th</sup> day of November 2024.



**TOWN OF PINETOP-LAKESIDE**

*Stephanie Irwin*

Stephanie Irwin, Mayor

**ATTEST:**

Kristi Salskov  
Kristi Salskov, CMC  
Town Clerk

**APPROVED AS TO FORM:**

William J. Sims  
William J. Sims, III  
Town Attorney



**EXHIBIT A**

Sole Source Letter Texas Aquastore Inc.



July 23, 2024

Attention: To Whom It May Concern

Subject: CST Storage – Reference Projects Texas Aquastore, Inc.

CST Storage Company markets their Aquastore® Glass Fused to Steel tank through an Authorized Dealer Network. This helps to ensure the customer receives the highest quality installed tank available.

Texas Aquastore, Inc. is our exclusive authorized Municipal and Industrial Aquastore® sales dealer and installer in the state of Texas, Oklahoma, Arkansas, New Mexico, Arizona, and Nevada.

As part of the Aquastore® tank warranty and maintenance, Texas Aquastore, Inc. and erection crews are factory trained to install, inspect and service Aquastore® Glass Fused to Steel water and wastewater storage tanks and CST Dome Roofs per the manufacturer's required specifications and procedures.

If you have any questions regarding the dealer certified erection crews and/or erection procedures, please contact Texas Aquastore, Inc. directly or CST Storage.

**Texas Aquastore, Inc.**

3873 Old Highway 6

Van Alstyne, TX 75495

Phone: (903) 870-5000

Fax: (903) 870-5004

Website: <http://texas-aquastore.com>

Sincerely,

Chris Forbes  
Manager of Inside Sales

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CST Industries, Inc.

World Headquarters, 903 E 104<sup>th</sup> Street, Suite 900 | Kansas City, MO 64131 USA

Phone 844-44-TANKS | Fax 913.621.2145

[www.cstindustries.com](http://www.cstindustries.com)

**EXHIBIT B**

Equipment Proposal and Contract Agreement

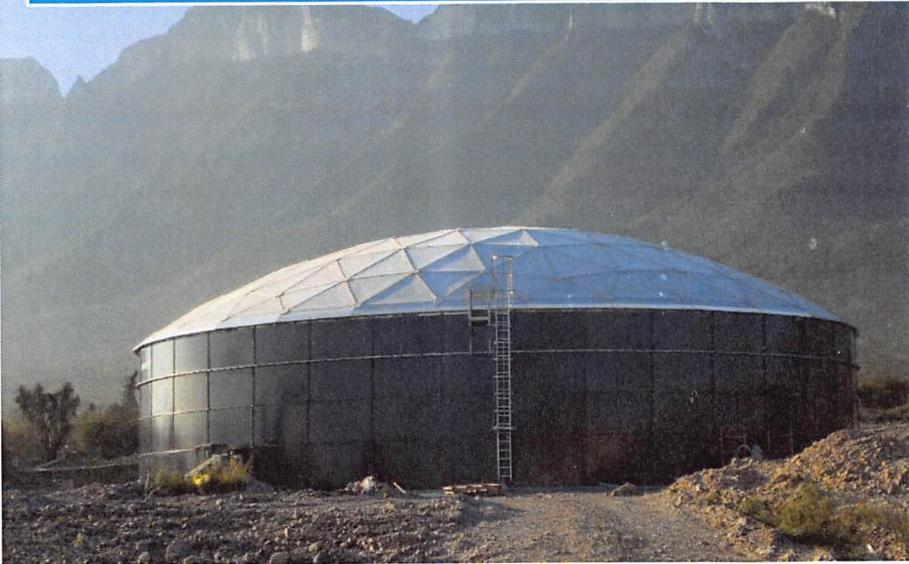


2024

# Mountain Meadow, Pinetop AZ

## Aquastore Glass-Fused-To-Steel Storage Tank

### Pinetop-Lakeside, Arizona



Proposal For: Malaina Spillman  
Lakeside, AZ

Proposal No.: QUO-24031-F6X5

Date: Oct. 7 2024

Location: Lakeside, AZ

Prepared by:  
**John Pappalardo**  
Texas Aquastore, Inc.  
3873 Old Highway 6  
Van Alstyne, TX 75495  
Phone:(817) 832-9794  
Email: [jpTexas-Aquastore.com](mailto:jpTexas-Aquastore.com)



## Equipment Proposal and Contract Agreement

Buyer's signing and Texas Aquastore, Inc.'s written acceptance of this contract, including attached GENERAL TERMS AND CONDITIONS, will constitute a contract between us.

**SCOPE OF SUPPLY:** The materials, design, fabrication, and erection of the bolted steel tank exceed the requirements of AWWA D103 Standard for "Factory Coated Bolted Steel Tanks for Water Storage" – ANSI/AWWA D103-19. The **glass-fused-to-steel** coating system shall exceed the minimum requirements of Section 12.4 of AWWA D103.

<u>Model:</u> (QTY 1)	2822 SFWT (27.97' diameter x 21.91' height).
<u>Color:</u>	Exterior: <b>Cobalt Blue</b> Interior: Vitrium White
<u>Nominal Capacity:</u>	100,740 gallons to top of tank
<u>Usable Capacity:</u>	95,759 gallons with 13" freeboard.
<u>Roof:</u>	CST Aluminum Dome
<u>Design:</u>	Tank Design Code: AWWA-2019
<u>Seismic:</u>	<b>Seismic Design Code: IBC-2018/2021/AWWA D103-19</b> <i>Seismic Site Class D</i> <i>Seismic Importance Factor: 1.5</i> <i>Ss 0.256</i> <i>S1 0.08</i> <i>TL 6</i>
<u>Wind:</u>	<i>Wind Default: IBC2018/2021 W ASCE 7-16</i> <i>Wind Speed: 120(MPH)</i> Wind Design Code: AWWA D103 W/ ASCE 7-16 Wind Exposure Category: C Stiffener Analysis: D103-ASCE 7-16
<u>Liquid Stored:</u>	<b>Potable</b>
<u>Specific Gravity:</u>	1.0
<u>Liquid pH Range:</u>	6-9
<u>Temp. of liquid</u>	ambient
<u>Roof Design:</u>	<b>IBC 2018/2021 With ASCE 7 Design</b>
<u>Roof Snow Load:</u>	<b>45.4 psf</b>

### **TEXAS AQUASTORE, Inc.**

3873 Old Hwy 6 Van Alstyne, TX 75495

Phone: (903) 870-5000 [www.texas-aquastore.com](http://www.texas-aquastore.com)



The Aquastore Tank Model 2822 SFWT described above will include the following items as detailed:

- A. One (1) Cobalt Blue Glass-Fused-To-Steel bolted tank assembly. Applied glass fused to the steel to be three coat, one fire and dry film interior coating thickness shall be 10.0 to 18.0 mils & dry film exterior coating thickness shall be 7.0 to 15.0 mils.
- B. **Interior:** White TiO<sub>2</sub> enhanced Vitrium Glass.
- C. Enhanced sheet edge protection to include mechanically rounding all 4 sides of sidewall sheets with glass applied directly to sheet edge.
- D. One (1) Tank Installation to include special Jacking Equipment, certified Factory Tank Builder, and five to seven (5-7) man installation crew.
- E. One (1) 28' Aquastore GST supplied in glass-fused-to- steel floor arrangement
- F. One (1) 30'3" Outside Diameter concrete foundation ring wall 54" Deep with installation. Design by CST and PE stamped for AZ. (This is based of surrounding Geo-Reports, not actual report from tank site. Owner is responsible to provide updated Geo-Report to verify design. If anything changes it will result in increase of cost)
- G. Three (3) Operation & Maintenance Manuals.
- H. Start-up and disinfection **By Buyer/Contractor.**
- I. One (1) year labor warranty and Five (5) yr. manufacturer limited warranty on glass coating.

## ACCESSORIES

1. One (1) 30" diameter galvanized steel framed bottom manway with hinged type removable cover.
2. Magnesium (Zinc or Aluminum) Passive sacrificial anode cathodic protection system designed assuming liquid resistivity of 100,000  $\Omega$ -cm and 10ft<sup>2</sup> of uncoated submerged metals. It is Buyer's responsibility to notify TA should CP design elements differ from above. 2 CP Sacrificial Anodes required for this tank. (Water sample to confirm conductivity and anode selection to be analyzed)
3. Two (2) 4" Epoxy coated inlet (1) and outlet (1) Sidewall nozzles (piping, I&C by others)
4. One (1) 8" Overflow nozzle, supplied with Aluminum Irrigation Pipe to tie in with (1) 8" epoxy drain nozzle and (1) 8" epoxy coated Gate valve and 8" aluminum T with Brackets. (connections to T and all other piping, rip rap by others)
5. One (1) interior 4" LR 90 with vortex cross for outlet.
6. One (1) 24" Knappco Frost-Free, Fail-Safe Vent w/ Poly Insect Screen & Pressure Relief, AWWA Compliant
7. One (1) 30" Square Access Hatch w/ Chain Hold Open for Dome
8. One (1) - Walkway w/ Single-Sided Handrail & Non-Skid Tape (take exemption to full perimeter handrail)
9. One (1) – Liquid Level Indicator w / Guage Board
10. One (1) – FRP internal ladder w/ SS Safety Climb

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11. One (1) – 30” x 30” Observation Platform (take exemption to platform in plans)
12. One (1) **Standard** aluminum outside ladder with galvanized steel safety cage, lockable hoop entry at all ladder access points, including rest platforms at max.50 ft between platforms. CST Standard construction.
  - Under 24’ - compliant with the following:
  - OSHA 1910
  - AWWA D103
  - ASCE 7 Section 4.5.4
  - CCR Title 8-Section 3277
  - Personal fall arrest system (single climber) with 1 cable sleeve and 1 M/L harness for Standard ladder-compliant with the following:
  - OSHA1910
  - AWWA D103
  - MSHA Title 30
  - Certification: NSF

NOTE\*\*FOUNDATION IS TO BE SUPPLIED AND INSTALLED BY TAI.  
ALL SITEWORK AND SOIL PREP TO BE PERFORMED BY BUYER TO COMPLY WITH TA MINIMUM STANDARDS. FINAL TRENCH WIDTH FOR FOUNDATION TO BE 70” WIDTH AND 48” DEPTH TO FACILITATE FORMING, POURING, AND FORM STRIPPING.

INTERIOR BACKFILL REQUIRES APPROVED STRUCTURAL BACKFILL PLACED IN LIFTS AND TESTED TO 95% COMPACTION.

NOTE\*\* All I&C, ELECTRICAL, LIGHTING, EXCAVATION, SOIL REMEDIATION, COMPACTION, SENSORS, LIGHTNING PROTECTION, INSULATION, HEATERS, and PIPING By others  
ALL PIPING TO AND FROM TANK NOZZLES BY OTHERS

**NOTE:** The mastic sealer used for tank installation has a shelf life of 8-10 months. Buyer to notify Texas Aquastore PRIOR TO TANK MATERIAL SHIPMENT if installation of tank will be delayed beyond the sealer shelf life. Replacement of sealer (if needed) due to delayed installation will be to the account of the buyer.

### **SUBMITTAL DRAWINGS**

Shop drawing submittals are intended to be general arrangement type drawings, including engineering calculations (if required) and are not intended to be detailed fabrication type drawings. These drawings will be made available to the Engineer within three (4) weeks after receipt of an acceptable Contract.

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## QUALITY

Installation service offered in this Proposal will be performed by trained personnel regularly engaged in the installation of bolted steel tanks.

## FREIGHT

Estimated freight (CIF) to **Job Site, Pinetop-Lakeside, AZ.** in the lump sum price. TAI will be responsible for offload at jobsite to within 20' of the tank site. (Heaviest single piece is approximately 10,000 to 12,000 lbs.) It is BUYER's responsibility to properly store tank and dome material once it is shipped. Aluminum domes MUST stand upright to avoid water stain damage. **Any and all demurrage charges imposed by shipping line due to site not being ready is to the account of the Buyer.**

## DELIVERY

It is estimated that fabrication of the tank components can be completed **30-34** weeks after receipt of the Engineer's/Buyer's approved submittal drawings (release to fabrication) or after waiver of approved shop drawings. If time is of the essence, we will work with you to expedite your delivery schedule.

## INSTALLATION TIME

Estimated time is based on a Texas Aquastore certified building crew. Construction time may vary if construction of foundation and/or tank is by Buyer.

Construction of foundation:	2-3 weeks
Tank Erection & Roof:	3-4 weeks

## SITE PREPARATION – By Buyer

Site preparation of the subject tank site to include de-rocking, dewatering, extra fill, and compaction tests will be the responsibility of the Buyer. Unless specifically stated above, our standard foundation design will assume subgrade soil meets the following minimum standard:

- Minimum 2,000 psf soil bearing capacity based on foundation design and geo-report by others.
- Level, graded, and compacted site
- Negligible differential settlement and PVR in soil
- Does not contain expansive clays
- Free of organic material
- No large rocks or boulders,
- No water table issues (no dewatering requirements).
- Buyer responsible for supplying Proctor and Compaction results

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GC/Owner is responsible for obtaining soil bearing report, interpreting the report, and providing excavation requested by geotechnical engineer to improve soil to TAI minimum standards. If additional work is required due to bad soil it is the responsibility of the owner to pay for the additional charges. Buyer agrees to provide a clear level work area at concrete Finished Floor Elevation less 6" thickness and minimum of 10' beyond the radius of the tank. **Any additional fill, compaction, site preparation, delays, or enhanced foundation requirements due to out-of-level site or poor soil conditions will be to the account of the buyer.**

#### **FURNISHED BY BUYER**

1. Soil study and certification of proper soil bearing capacity.
2. Environmental/Building/Work permits, if required.
3. PE stamped As-Built drawings are not included in scope.
4. **Water with temporary piping & pump (if needed) for flooding slab after concrete is poured (typically 3" depth), water for hydraulic testing, filling or refilling.**
5. Start Up & disinfection.
6. All pipe connections to Texas Aquastore supplied sidewall nozzles. (no piping through floor)
7. Access to site by 40' flatbed truck (or concrete truck) and adequate **leveled** work space to access tank during installation. Should alternate accommodations be required for delivery to job site, off-loading, or installation works due to poor site access, additional expenses shall be to the account of the Buyer.
8. If foundation is not constructed by Texas Aquastore, then Buyer assumes liability for the final structural design, quality of the concrete, placement of the rebar and concrete, **water tightness of concrete foundation**, and any warranty claims associated with foundation and curb. *See item 20 in General Terms and Conditions.*
9. The quote is for non-union installation labor with no restrictive work rules. It is Buyer's responsibility to notify TA of prevailing wage or Davis-Bacon requirements prior to bid.
10. A **chemical analysis** must be provided for the stored liquid to ensure compatibility of the standard tank materials/components. If substitution of standard components is required, pricing may be affected.
11. All site work, including foundation prep and backfill
12. Any electrical, Lighting, instrumentation, controls, insulation, heat trace or heaters, Lightning Protection
13. Geotech report.

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**PAYMENT TERMS:** This contract stands on its own and is not subject to contractual conditions noted elsewhere.

100% Progress payments

**This proposal does not include retention on payments. No retention shall be withheld from progress payments. Late payments subject to 1.5% interest per month.**

**NOTE:** It is Texas Aquastore customary practice and procedure to exercise our statutory lien rights and payment bond claim rights on all projects. Texas Aquastore will follow the lien law (private project) or payment bond law (public project) schedules for notice to Buyer/surety and for the timely filing of notice of non-payment and mechanics lien when non-payment of invoices occur.

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**Pricing: 2822 SFWT**

**One (1 Cobalt Blue MODEL 2822 SFWT AQUASTORE GROUND STORAGE TANK FOR POTABLE WATER.**

Includes Tank materials, Installation labor and erection equipment needed to build the tank

**PRICE FOR TANK With INSTALLATION: \$429,476. USD**

**Total \$429,476. USD**

**NOTE\*\*ALL SITE CLEARING/ SITE WORK, SOIL REMEDIATION, LIGHTNING PROTECTION, PIPING, INSULATION, HEAT TRACE, HEATER, and ELECTRICAL, BY OTHERS.**

Bonds are not included, if required add 2% to total contract amount. Prices do not include any fees, permits, TERO Fees, or applicable taxes unless clearly stated above.

**This quotation is valid for 60 days.** Delivery must occur within 35 weeks from the order date. Noncompliance to the delivery time will result in a price review. A signature below by both parties constitutes an executed binding contract between the Buyer and Texas Aquastore, Inc.. Please review the proposal/contract carefully to ensure all the accessories, tank sizes, volumes, terms are acceptable. Texas Aquastore will manufacture, ship, and install the equipment listed in this document unless exceptions or additions are made in writing and signed off on.

Accepted by:

Acknowledged By:

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Texas Aquastore Officer

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## GENERAL TERMS AND CONDITIONS

1. Equipment location and staking, including piping orientation, influent and effluent location is the responsibility of the Buyer and/or his engineer.
2. The elevation of equipment above or below grade must be determined by the Buyer and/or his engineer and entered upon the approved drawings. Buyer is responsible for establishing a benchmark at site for Texas Aquastore's (T.A.) erection crew.
3. Prior to starting erection, any obstruction in the work area, such as excavations, overhead lines, fences, trees, shrubbery, etc., shall be removed by and at the expense of the Buyer, unless specifically included in T.A. scope of work. The Buyer shall keep the site properly drained and free from surface water during erection, and until the work has been completed and accepted. The site and site access shall be capable of supporting a crane up to and including a 50-ton capacity and other erection equipment. Any fill or dewatering necessary to accomplish the above, or additional costs of oversized or special equipment required due to poor site conditions, will be the responsibility of the Buyer. Site leveling, grading, etc. after erection shall be the responsibility of the Buyer. T.A. shall be responsible for site cleanup and removal of trash, scrap materials, etc. left from T.A. erection work.
4. Buyer agrees to provide site access and site working area capable of supporting the delivery trucks (70,000 to 75,000 pounds gross weight.) Buyer agrees to maintain site access and working area, daily if required, to allow T.A. erection crew to perform work during all weather conditions. Should T.A. have to stop or delay work due to Buyer's failure to prepare or maintain site or access to site, Buyer agrees to compensate Texas Aquastore for costs incurred. To the extent permitted by law, Buyer further agrees that Texas Aquastore shall be indemnified and held harmless from all loss or damages resulting from delays of job progress that are directly or indirectly a result of Buyer's responsibility.
5. Texas Aquastore's erection personnel are non-union, and all work will be done by non-union personnel. In case of interference in erection work due to labor problems by persons not employed by T.A. or the imposition of requirements concerning labor, working conditions wage rates, etc., which were not clearly defined prior to T.A.'s acceptance of the erection job, T.A. shall have the right to stop work without prejudice or resolve. If additional costs are incurred by T.A. due to such conflict, the Buyer hereby agrees to reimburse T.A. for the additional costs incurred.
6. **INSURANCE**  
During the period of erection of the equipment contemplated herein, T.A. will maintain Insurance per our certificate of insurance as follows.:
  - a. Worker's Compensation and Employer's Liability - \$1,000,000
  - b. General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate
    1. Additional Insured for ongoing and completed operations.
  - c. Automobile Liability - \$1,000,000
7. **UNLOADING OF EQUIPMENT**  
Unless specifically noted in proposal, Buyer is responsible for unloading of equipment, which is to be erected by T.A. within 20' of the tank site, and for unloading any equipment.
8. **BUYER ACCEPTANCE OF ERECTED EQUIPMENT**  
When erection of the equipment nears completion, T.A. shall give Buyer seventy-two (72) hours verbal notice that the equipment shall be ready for inspection and acceptance. Buyer agrees to provide, on seventy-two (72) hours notice, an authorized agent to meet at the site with T.A. erection personnel, to inspect the erected equipment and accept same for/or on behalf of the Buyer. Any back ordered items not installed at the time shall be identified on the Tank Completion Report with the written understanding that T.A. is responsible for installing the subject equipment. Back ordered items shall be received by the Buyer and stored until the T.A. installation is scheduled.
9. **PREPARATION FOR STARTUP OF ERECTED EQUIPMENT**  
Upon completion of erection, T.A. shall inform the Buyer that the erected tank or equipment is ready to be placed in service. The Buyer shall make all preparation for which he is responsible, such as: influent and effluent connections, installation of the required electrical power and supply and circuitry, filling tanks with clean water for testing and startup, etc. If any deficiencies in materials or workmanship by T.A. are discovered by the Buyer while performing this work, the Buyer shall immediately notify T.A. so that corrective action can be taken.
10. **BACKCHARGES**  
Texas Aquastore will accept no backcharges for any reason which have not been approved, prior to any work being performed, in writing by an officer of the company. Buyer agrees to contact T.A. and receive written authorization prior to incurring any costs related to backcharges.
11. **LICENSES AND PERMITS**  
Unless specifically stated in T.A.'s erection proposal, T.A. is not responsible for licenses, permits or fees required to perform the work defined in the proposal. **T.A. to pay TERO and TPI**
12. Buyer intends that the machinery and equipment made the subject of this contract shall at all times be and remain personally, which is severable from Buyer's premises. Buyer hereby grants to Seller a security interest in the product purchased herein, together with all parts, accessories, attachments, additions, and replacements, now or hereafter installed in, affixed to or used in conjunction with said product. Seller shall have all the rights and remedies of the secured party under the Uniform Commercial Code. The security interest of Seller will terminate upon payment in full

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by Buyer. In the event Buyer finances this purchase through someone other than Buyer, Buyer agrees to assign the security interest to such financing agency upon receipt by Seller of payment in full.

13. The price quoted herein is subject to revision by T.A. at the time of invoicing if shipment takes place more than twenty-six (26) weeks after the date of acceptance of the order by T.A. The revision shall be based upon increases in actual material costs to T.A. during the period from acceptance of order to date of shipment.

14. Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract, the encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim made by T.A.

15. T.A. reserves the right to make claim in seek remedy for any and all extra work resulting from errors, omissions, or inaccuracies either written or verbal other than errors, omissions or inaccuracies of TA or any of its offices, employees, agents or contractors. No waivers shall be given in this regard. In the event another contract form, other than this original, is awarded for the above-described work, T.A. will not assume any undue liability either by indemnification or deficiency of the Contractor, Subcontractor or Buyer. T.A. will be only responsible for its own work or the work of its subcontractors and not for errors, omissions or inaccuracies by the Architect/Engineer or Buyer.

#### 16. ATTORNEY'S FEES

Should either party employ an attorney to institute suit or demand arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and expenses expended or incurred therein. All legal actions and claims shall be made in Sherman, Texas.

#### 17. TIME DELAYS/CUSTOMS DELAYS

In the event T.A. experiences time delays due to weather, labor strikes, customs/immigration clearance delays, airline or other travel delays/cancellations, production, delays or any other actions beyond the control of T.A., then an immediate extension of the contract completion date shall be due to cover the period of delay. Any time representations reflected in this proposal are based on prior experience estimates and may fluctuate due to conditions outside the control of T.A.

#### 18. CANCELLATIONS

Should Buyer cancel the customized engineered order AFTER the equipment has been released to production the buyer will forfeit pre-payments made to date and be responsible to pay for full material portion of contract which equates to 80% of contract value. Should buyer fail to meet payment obligations in a timely manner, Buyer will be deemed in breach of this contract. Texas Aquastore reserves the right to Terminate contract due to breach of contract by Owner. It is agreed by both parties that should a breach of contract by the Buyer result in contract Termination, Texas Aquastore shall be entitled to expenses and costs incurred to date as well as lost overhead and profit on remaining contract value.

#### 19. EMBEDDED CONCRETE FOUNDATION BY OTHERS

The concrete foundation is considered to be an integral element of the tank assembly. Installation of the foundation by any party other than the Aquastore Authorized Dealer is done at the risk of said party. Buyer electing to construct foundation themselves will be entirely LIABLE and responsible for final foundation design, soil investigation, soil improvements, foundation construction, and warranty claims. To ensure the concrete foundation is constructed to meet minimum requirements to support the tank load, the Buyer agrees to the following:

- a. Construct embedded concrete foundation by a qualified contractor properly licensed and experienced to do the work.
- b. Perform soil analysis by a competent geotechnical engineer,
- c. Abide by recommendations of the geotechnical engineer in terms of soil improvements to meet minimum soil bearing capacity, dewatering, compaction tests, and settlement requirements.
- d. Obtain compaction tests prior to placing rebar,
- e. Use minimum 4,000 psi concrete with mix design in accordance with CST Storage requirements found in submittal drawings,
- f. Maintain strict quality control with concrete mix design to include slump test at job site and collect cylinders for break test.
- g. Ensure bentonite and seal strip are properly installed and adhering to the glass fused steel side wall well below FFE of concrete. Careful measures should be taken not to dislodge bentonite and seal strip or vibrate too close to the strips.
- h. Vibrate and finish the concrete floor to ASTM standards and best practices.
- i. Flood the slab with 3" water and maintain to ensure concrete cures without shrinkage cracks.

#### 20. RETENTION

Unless specifically stated in the body of this or other signed contract, Buyer agrees to pay final retention within 6 months of Texas Aquastore completing work on site. Should hydraulic testing, tie in, or final completion be held up by others, the final retention payment shall be made to Texas Aquastore within 6 months of FA work stoppage.

#### 21. RELEASE TO PRODUCTION AUTHORIZATION

Buyer shall review submittal drawings and approve prior to order fabrication. Approval of drawings equates to owner's acceptance of tank and dome details and specs as outlined in said submittal. Buyer shall sign Release to Production Authorization. Buyer agrees to take delivery of tank within 30 days of notice that Buyer's order has been manufactured and is ready to ship. Should Buyer not be able to take delivery for any reason, Buyer agrees to pay for tank material as outlined in Buyer's contract and pay for monthly storage of tank and dome.

#### 22. STATUTORY REQUIRED PROVISIONS AND REQUIREMENTSS

This Agreement is subject to termination pursuant to A.R.S. § 38-511, as may be amended. Pursuant to A.R.S. § 35-394, as may be amended, unless exempt, Texas Aquastore hereby certifies that it does not use, and agrees not to use during the term of the Contract, any of the following: forced labor of ethnic Uyghurs in the People's Republic of China; any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

### TEXAS AQUASTORE, Inc.

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