

March 21, 2019

Mercy Rushing  
**Mineola City Hall**  
300 Greenville Highway  
Mineola, TX 75773

via email

**RE: City of Mineola**  
**500,000 Gallon Elevated Storage Tank Rehabilitation**  
**KSA Project No. MN.163**  
**Contract Work Acceptance**

Dear Mercy:

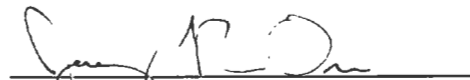
The Contractor has completed all work for the above referenced project. To close out the City's contract with Corrosion Eliminators, LLC of Mineral Wells, Texas. The following actions are recommended:

- Approval of Change Order No. 1 (Reconciliatory) - This change order reduces the total contract price by \$52,173.60 and increases the contract's completion time by 23 days.
- Approval of Contractor's final pay estimate with retainage reduced to 0% and liquidated damages equal to the retainage totaling \$20,963.60 assessed. The final payment amount is \$0.00. The final contract amount for the completed project is \$188,672.40.
- Acceptance of the project by the City

KSA has reviewed the work and has verified the work's for conformance to the Contract requirements. Enclosed for your records is a copy of the Contractor's affidavit for the project, Certificate of Substantial Completion, and Record Drawings.

Sincerely,

**KSA Engineers, Inc.**



Jeremy R. Orr, P.E.  
Project Manager

JRO/ss

Enclosures

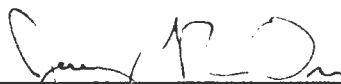
<b>KSA</b> 6871 Oak Hill Blvd. Tyler, TX 75703  <b>CHANGE ORDER No. 1</b> <b>Reconciliatory</b>	Date	February 15, 2019	
	Project No.	MN.163	
	Location	Mineola, TX	
To (Contractor)  Corrosion Eliminators, LLC 1002 Hwy 337 Mineral Wells, TX 76067	Job Description	500,000 Gallon Elevated Storage Tank Rehab	
	Total Contract Price:	Original	\$240,846.00
		Previous CO / WO	\$0.00
		Current	\$240,846.00

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes – quantities, units, Unit price, change in completion schedule, etc. (2)	Decrease in Contract price (3)	Increase in Contract price (4)
CO 1.1	Bid Item 1.03 Steel Repairs to Elevated Storage Tank - Decrease for actual quantity completed (900 LBS@\$15/LBS)	\$13,500.00	
CO 1.2	Bid Item 1.04 Steel Repairs to Elevated Storage Tank - Decrease for actual quantity completed (15 GAL@\$90/GAL)	\$1,350.00	
CO 1.3	Bid Item 1.11 Remove and Reinstall Existing Tank Antenna - Decrease for actual quantity completed (1 EA@\$600/EA)	\$600.00	
CO 1.4	Bid Item 1.12 Miscellaneous Allowance - Decrease for actual quantity completed (1 AL@\$15,000/AL)	\$15,000.00	
CO 1.5	Bid Item 2.03 Disinfect Elevated Storage Tank - Decrease for actual quantity completed (1 LS@\$760/LS)	\$760.00	
CO 1.5	Liquidated Damages for time past date established for Substantial Completion	\$20,963.60	
<b>Change in contract price due to this Change Order:</b>			
	Total Decrease	\$52,173.60	
	Total Increase		
	Difference between Columns (3) and (4)	\$52,173.60	

The sum of \$ 52,173.60 is hereby deducted from the total contract price, and the total adjusted contract price to date thereby is \$188,672.40.

The time provided for completion in the contract is increased by 23 additional calendar days added to the contract time for a total adjusted contract time of 113 calendar days for substantial completion. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by		2-15-2019
(Engineer)	KSA Wayne McCreath	Date
Accepted by	Corrosion Eliminators, LLC	03/20/19
(Contractor)		Date
Approved by	City of Mineola	
(Owner)		Date

PROGRESS ESTIMATE

KSA  
6781 Oak Hill Blvd.  
TYLER, TX 75703

Estimate No.: 9 (Final)  
Date: February 15, 2019  
Project: 500,000 Gallon Elevated Storage Tank Rehab  
Period: From: 12/25/2018 To: 1/25/2019  
Contractor: Corrosion Eliminators, LLC  
Address: 1002 Hwy 337 Mineral Wells, TX 76067  
Amount of Contract as Awarded: \$240,846.00

Notice to Proceed Date: May 25, 2018  
Contract Time: 120 Days  
% Complete (Time): 222%  
% Complete (\$): 100%  
Project No: MN.163

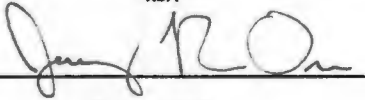
Change Orders:  
# 1 \$ (52,173.60) # 6 \$ \_\_\_\_\_  
# 2 \$ \_\_\_\_\_ # 7 \$ \_\_\_\_\_  
# 3 \$ \_\_\_\_\_ # 8 \$ \_\_\_\_\_  
# 4 \$ \_\_\_\_\_ # 9 \$ \_\_\_\_\_  
# 5 \$ \_\_\_\_\_ # 10 \$ \_\_\_\_\_  
Total Change Orders: (\$52,173.60)  
Total Adjusted Contract: \$188,672.40

PREVIOUS PAYMENTS AUTHORIZED  
#1 4,762.35 #10 \_\_\_\_\_  
#2 51,022.07 #11 \_\_\_\_\_  
#3 26,208.45 #12 \_\_\_\_\_  
#4 29,163.18 #13 \_\_\_\_\_  
#5 20,727.25 #14 \_\_\_\_\_  
#6 26,320.23 #15 \_\_\_\_\_  
#7 15,543.27 #16 \_\_\_\_\_  
#8 14,925.60 #17 \_\_\_\_\_  
#9 \_\_\_\_\_ #18 \_\_\_\_\_  
Total Payments \_\_\_\_\_  
Previously Authorized: \$188,672.40

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price (\$)	Value of Completed Work (\$)
<b>Schedule 1.0 - Loop Elevated Storage Tank Rehabilitation</b>								
1.01	Mobilization, Insurance, and Bonds	LS	1	1.00		1.00	\$10,583.00	10,583.00
1.02	Control Emissions from Blasting and Painting	LS	1	1.00		1.00	\$25,650.00	25,650.00
1.03	Steel Repairs to Elevated Storage Tank	LBS	**100	100.00		100.00	\$15.00	1,500.00
1.04	Repair Pitted Steel with Epoxy Filler	GAL	**0	0.00		0.00	\$90.00	0.00
1.05	OSHA Confined Space Entry	EA	2	2.00		2.00	\$35.00	70.00
1.06	Interior Tank Ladder with Safety Climb System	LS	1	1.00		1.00	\$4,750.00	4,750.00
1.07	Blast and Paint Interior of Elevated Storage Tank	LS	1	1.00		1.00	\$76,630.00	76,630.00
1.08	Blast and Paint Exterior of Elevated Storage Tank	LS	1	1.00		1.00	\$63,493.00	63,493.00
1.09	Logo Painting	EA	1	1.00		1.00	\$8,375.00	8,375.00
1.10	Disinfect Elevated Storage Tank	LS	1	1.00		1.00	\$760.00	760.00
1.11	Remove and Reinstall Existing Tank Antenna	EA	**0	0.00		0.00	\$600.00	0.00
1.12	Miscellaneous Allowance	AL	**0	0.00		0.00	\$15,000.00	0.00
<b>Schedule 2.0 - Wren Street Elevated Storage Tank</b>								
2.01	Mobilization, Insurance, and Bonds	LS	1	1.00		1.00	\$1,075.00	1,075.00
2.02	Logo Painting	EA	2	2.00		2.00	\$8,375.00	16,750.00
2.03	Disinfect Elevated Storage Tank	LS	**0	0.00		0.00	\$760.00	0.00

\*\* Per Change Order No. 1 (Reconciliatory)

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer represents to the Owner that to the best of the Engineer's knowledge, information and belief, the Work (excluding trench safety) has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT PAYABLE. The Contractor is solely responsible for trench safety and as such, the Engineer makes no representation that this pay item has been performed in a manner consistent with the Contract Documents.

By:   
Date: 2-15-2019  
Approved: CITY OF MINEOLA  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

Total Amount to Date \$209,636.00  
Material on Hand \$0.00  
Less 0% Retainage \$0.00  
Net Total \$209,636.00  
Less Previous Payments \$188,672.40  
Less Liquidated Damages \$20,963.60

**AFFIDAVIT OF ALL BILLS PAID**

**STATE OF TEXAS §**

**COUNTY OF PALO PINTO §**

BEFORE ME, the undersigned authority, on this day personally appeared Mark LeClair the President of Corrosion Eliminators, LLC. ("CONTRACTOR"), party to that certain Contract entered into on the 21st day of March, 2018, between the City of Mineola and CONTRACTOR for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to with:

“(1) Loop Elevated Storage Tank improvements include blasting and painting the interior and exterior of a 500,000 gallon elevated storage tank, minor steel repairs to the tank, and replacement of tank appurtenances as detailed in the Plans. (2) Wren Street Elevated Storage Tank improvements include power tool cleaning and painting of new tank logos over the existing exterior paint”


Said party being, by me, duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications therefore.

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

**THIS AFFIDAVIT IS BEING MADE BY THE UNDERSIGNED REALIZING THAT IT IS IN RELIANCE UPON THE TRUTHFULNESS OF THE STATEMENTS CONTAINED HEREIN THAT FINAL AND FULL SETTLEMENT OF THE BALANCE DUE ON SAID CONTRACT IS BEING MADE, AND IN CONSIDERATION OF THE DISBURSEMENT OF FUNDS BY THE CITY OF MINEOLA, DEPONENT EXPRESSLY WAIVES AND RELEASES LIENS, CLAIMS, AND RIGHTS TO ASSERT A LIEN ON SAID PREMISES AND AGREES TO INDEMNIFY AND HOLD OWNER SAFE AND HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES OF ANY CHARACTER WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS, BONDING FEES, AND ATTORNEY FEES, ARISING OUT OF OR IN ANY WAY RELATING TO CLAIMS FOR UNPAID LABOR OR CONTRACTOR**

HEREBY AGREES TO INDEMNIFY AND HOLD OWNER SAFE AND HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES OF ANY CHARACTER WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS, BONDING FEES, AND ATTORNEY FEES ARISING OUT OF OR IN ANY WAY RELATING TO CLAIMS FOR UNPAID LABOR OR MATERIALS FURNISHED AS OF THE APPLICATION DATE.

Executed this 19<sup>th</sup> day of December.2018.

  
\_\_\_\_\_  
By: MARK LECLAIR

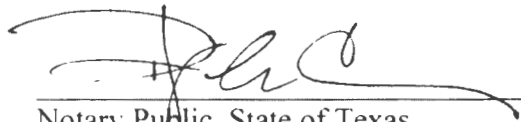
Name Printed: Mark LeClair

Title: President

STATE OF TEXAS §

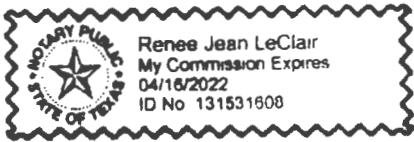
COUNTY OF PALO PINTO§

Subscribed and sworn to before me, the undersigned authority, on this the 19<sup>th</sup> day of December, 2018, to certify which, witness my hand and seal of office.

  
\_\_\_\_\_  
Notary Public, State of Texas  
Notary's Name Printed:

Renee LeClair

My commission expires: 4/16/2022



# Certificate of Substantial Completion

Project: 500,000 Gallon Elevated Tank Rehabilitation	Owner: City of Mineola	Owner's Contract No.:
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Contract: 1. Loop Elevated Storage Tank improvements include blasting and painting the interior and exterior of a 500,000 gallon elevated storage tank, minor steel repairs to the tank, and replacement of tank appurtenances as detailed in the Plans. 2. Wren Street Elevated Storage Tank improvements include power tool cleaning and painting new tank logos over the existing exterior paint.	Date of Contract: March 21, 2018
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Contractor: Corrosion Eliminators, LLC, 1002 Highway 337, Mineral Wells, TX 76067	Engineer's Project No.: MN.163
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This ~~tentative~~ [definitive] Certificate of Substantial Completion applies to:

All Work under the Contract Documents:                       The following specified portions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12-13-2018  
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities                       Not Amended

Owner's Amended Responsibilities:

\_\_\_\_\_

\_\_\_\_\_

Contractor's Amended Responsibilities:

\_\_\_\_\_

\_\_\_\_\_

The following documents are attached to and made part of this Certificate:

\_\_\_\_\_

\_\_\_\_\_

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

	12-21-2018
Executed by Engineer	Date
	12/21/2018
Accepted by Contractor	Date
Accepted by Owner	Date