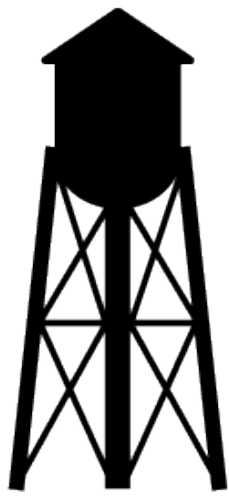


# **Water Tank Maintenance Contract**



**VIKING**  
INDUSTRIAL PAINTING

**Owner: City of Killeen, Texas**

**Tank Description: Bundrant 1.5MG EST**

**Date: Jan 7, 2025**

## **WATER TANK MAINTENANCE CONTRACT**

This contract is entered into between the City of Killeen, Texas, hereinafter referred to in this Agreement as "Owner", and Viking Painting LLC of Omaha, Nebraska hereinafter referred to in this Agreement as "the Company".

This Agreement shall set forth the full terms and conditions agreed to between the parties about the inspection, maintenance, and rehabilitation of the City of Killeen, Texas Bundrant 1.5MG EST located at the corner of Kirk Ave. and Lake Rd. 31 07'29.35; N 97 41'55.98 W

### **1. Company Responsibilities**

The Owner agrees to employ the Company to maintain its water storage tank in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above-described water storage tank. Care and maintenance shall include but not be limited to the following:

#### **a. Inspection**

The Company will annually inspect and service the tank by visual inspection, Remote Operated Vehicle (ROV) inspection, defined below, or drain down inspection. A condition report with photo documentation shall be submitted to the Owner following each inspection. In years when a visual inspection is performed, the company shall climb the tank to inspect all exterior coatings and for any safety, sanitary, security, and structural issues. To avoid potential contamination while the tank is in service, the tank interior wet area shall not be entered during a visual inspection but will be observed and photographed from the roof hatch. ROV inspections are done with the tank full, by use of a Remote Operated Vehicle, sanitized and lowered into the water where photos and video will be taken. In years where a clean-out inspection is performed, the interior wet area of the tank shall be entered, cleaned out, and inspected as further defined in 'part b' below. If any significant repair or need for touch up is observed, the Company will schedule a time for the owner to drain the tank to make necessary repairs.

#### **b. Tank Interior Cleaning**

Every third year (unless a change in schedule is agreed upon by the owner and the Company) beginning in 2029, the tank will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). The tank interior will be rinsed using high-pressure wash equipment. Any necessary coating touch up will be done at time of cleaning to extend coating life. The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced.

### **c. Disinfection**

After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. When ROV inspection is performed, the unit will be sanitized on site prior to use. Water sampling and testing will be the responsibility of the Owner.

### **d. Painting**

The Company will clean and repaint the interior and/or exterior of the tanks at such times as painting is needed, but at a minimum in accordance with the schedule provided by the Company and attached hereto as Exhibit A, unless otherwise authorized and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing lining and its protective condition. The need for exterior painting will be determined by the appearance and Protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the State, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections.

A lock will be installed on the roof hatch and ladder gate (if applicable) to deter against any unauthorized climbing or entry to the water tank(s). The keys will be retained by the Owner.

### **e. Engineering Services**

The Company has partnered with VIP Engineering, LLC (Firm #24578) to provide all engineering services required under this agreement. Where required by State Statute, drawings, plans, and specifications shall be completed by the Company and submitted to the State for proper project permitting. The cost for submission and permitting is included in the contract price.

### **f. Emergency**

The Company will provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site.

### **g. Exclusions**

This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement, unless

specifically listed in this Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter with exception of insulation and frost jacket; (6) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (8) repairs to the foundation of the tank; (9) replacement or repair of electrical or communications equipment and/or hardware; or (10) other conditions which are beyond the Company's control, including, but not limited to: acts of God and acts of terrorism; (11) payment of prevailing wages at any time throughout the duration of this Agreement; (12) operation of the water tank or water system.

## 2. INSURANCE

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed.

## 3. TERMINATION

This is an annual agreement and is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the annual anniversary date. Notice of Termination is to be delivered by certified mail to Viking Industrial Painting PO Box 24162 Omaha, Nebraska 68124, and signed by the Executive Director of Public Works, City Manager, or other authorized official with the City of Killeen, Texas. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. The Company may not terminate the agreement unless the balance due exceeds 90 days past due.

## 4. COST AND PAYMENT TERMS

The elevated water storage tank shall receive security upgrades, exterior coating renovation, and interior coating renovation in accordance with the attached schedule. The first five (5) annual fees shall be **\$119,250.00** per Contract Year. The annual maintenance fee beginning in Year six (6) shall be **\$47,850.00**; however, in contract year 9 and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The first payment will be due by February 1st, 2025, and subsequent payments on each February 1st thereafter. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period beginning the first of the month in which the contract was executed.

## **5. TANK MODIFICATION**

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company, prior to installation or modification and may result in an increase in the annual fee.*

## **6. CHANGES IN LAW**

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

## **7. ASSIGNMENT**

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all the obligations of the Owner under this Agreement.

## **8. INDEMNIFICATION**

**THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. TO THE GREATEST EXTENT ALLOWED BY LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT.**

## **9. MISCELLANEOUS**

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof.

The parties expressly warrant that the individuals who sign below are authorized to bind them without further action.

**10. ENTIRE AGREEMENT**

This Agreement and referenced incorporated documents constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

**11. SEVERABILITY:** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**12. VISUAL INSPECTION DISCLAIMER**

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

This Agreement signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

OWNER:  
The City of Killeen, Texas

The Company:  
Viking Painting LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: COO \_\_\_\_\_

Attested by: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit A

Killeen, Texas	2025	2026	2027	2028	2029	2030
<b>Bundrant 1.5MG Composite Tank Year 2008</b>	Visual Inspection with Report	Visual Inspection with Report	Visual Inspection with Report	Visual Inspection with Report	Interior/Exterior Coating Renovation/Repairs	Visual Inspection with Report
<b>Annual Fee</b>	\$119,250.00	\$119,250.00	\$119,250.00	\$119,250.00	\$119,250.00	\$47,850.00

### **2029 Renovation:**

#### **Interior Coatings:**

- Prep: SP10 abrasive blast
- Prime Coat: Tnemec Series 91 greenish/gray @ 2.5 - 3.5 mils DFT
- Stripe Coat: Tnemec Series L140 @ 4.0 - 6.0 mils DFT
- Finish Coat: Tnemec Series 21 @10.0 - 14.0 mils DFT

#### **Exterior Coatings:**

- Prep: SP3 power tool / hand tool, pressure wash cleaning.
- Prime Coat: Tnemec Series 27 @ 3.0 - 5.0 mils DFT
- Finish Coat: Tnemec Series 1095 @ 2.0 - 3.0 mils DFT
- Logo: Tnemec Series 1095 (Logo proof sheet to be supplied and colors to be approved by customer before application)

\*Products shown above subject to change due to availability, changes in industry standards, etc. Any change in product will meet or exceed industry and TCEQ standards.

# **Water Tank Maintenance Contract**



**Owner: City of Killeen, Texas**

**Tank Description: McMillan #2 (right tank) 1.5MG GST**

**Date: Jan 7, 2025**



## **WATER TANK MAINTENANCE CONTRACT**

This contract is entered into between the City of Killeen, Texas, hereinafter referred to in this Agreement as "Owner", and Viking Painting LLC of Omaha, Nebraska hereinafter referred to in this Agreement as "the Company".

This Agreement shall set forth the full terms and conditions agreed to between the parties about the inspection, maintenance, and rehabilitation of the City of Killeen, Texas McMillan #2 (right tank) 1.5MG GST located at the corner of Bunny Trail and Briar Patch Ln. 31 04'38.23N; 97 46'58.40W.

### **1. Company Responsibilities**

The Owner agrees to employ the Company to maintain its water storage tank in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above-described water storage tank. Care and maintenance shall include but not be limited to the following:

#### **a. Inspection**

The Company will annually inspect and service the tank by visual inspection, Remote Operated Vehicle (ROV) inspection, defined below, or drain down inspection. A condition report with photo documentation shall be submitted to the Owner following each inspection. In years when a visual inspection is performed, the company shall climb the tank to inspect all exterior coatings and for any safety, sanitary, security, and structural issues. To avoid potential contamination while the tank is in service, the tank interior wet area shall not be entered during a visual inspection but will be observed and photographed from the roof hatch. ROV inspections are done with the tank full, by use of a Remote Operated Vehicle, sanitized and lowered into the water where photos and video will be taken. In years where a clean-out inspection is performed, the interior wet area of the tank shall be entered, cleaned out, and inspected as further defined in 'part b' below. If any significant repair or need for touch up is observed, the Company will schedule a time for the owner to drain the tank to make necessary repairs.

#### **b. Tank Interior Cleaning**

Every third year (unless a change in schedule is agreed upon by the owner and the Company) beginning in 2027, the tank will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). The tank interior will be rinsed using high-pressure wash equipment. Any necessary coating touch-up to steel coatings will be done at the time of cleaning to extend coating life. The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced.

### **c. Disinfection**

After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. When ROV inspection is performed, the unit will be sanitized on site prior to use. Water sampling and testing will be the responsibility of the Owner.

### **d. Painting – Exterior Only**

The Company will clean and repaint the interior and/or exterior of the tanks at such times as painting is needed, but at a minimum in accordance with the schedule provided by the Company and attached hereto as Exhibit A, unless otherwise authorized and extended by the Owner in writing. The need for exterior painting will be determined by the appearance and Protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the State, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections.

A lock will be installed on the roof hatch and ladder gate (if applicable) to deter against any unauthorized climbing or entry to the water tank(s). The keys will be retained by the Owner.

### **e. Engineering Services**

The Company has partnered with VIP Engineering, LLC (Firm #24578) to provide all engineering services required under this agreement. Where required by State Statute, drawings, plans, and specifications shall be completed by the Company and submitted to the State for proper project permitting. The cost for submission and permitting is included in the contract price.

### **f. Emergency**

The Company will provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site.

### **g. Exclusions**

This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement, unless specifically listed in this Agreement; (2) disposal of any hazardous waste materials; (3)

resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter with exception of insulation and frost jacket; (6) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (8) repairs to the foundation of the tank; (9) replacement or repair of electrical or communications equipment and/or hardware; or (10) other conditions which are beyond the Company's control, including, but not limited to: acts of God and acts of terrorism; (11) payment of prevailing wages at any time throughout the duration of this Agreement; (12) operation of the water tank or water system. This Agreement does NOT include the cost for and/or liability on the part of the Company for interior concrete surfaces.

## **2. INSURANCE**

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed.

## **3. TERMINATION**

This is an annual agreement and is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the annual anniversary date. Notice of Termination is to be delivered by certified mail to Viking Industrial Painting PO Box 24162 Omaha, Nebraska 68124, and signed by the Executive Director of Public Works, City Manager, or other authorized official with the City of Killeen, Texas. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. The Company may not terminate the agreement unless the balance due exceeds 90 days past due.

## **4. COST AND PAYMENT TERMS**

The elevated water storage tank shall receive security upgrades, exterior coating renovation, and interior coating renovation in accordance with the attached schedule. The first five (5) annual fees shall be **\$35,779.00** per Contract Year. The annual maintenance fee beginning in Year six (6) shall be **\$17,400.00**; however, in contract year 9 and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The first payment will be due by Feb 1<sup>st</sup> 2025, and subsequent payments on each February 1<sup>st</sup> thereafter. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period beginning the 1<sup>st</sup> of the month in which the contract was executed.

## 5. TANK MODIFICATION

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company prior to installation or modification and may result in an increase in the annual fee.*

## 6. CHANGES IN LAW

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

## 7. ASSIGNMENT

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all the obligations of the Owner under this Agreement.

## 8. INDEMNIFICATION

**THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. TO THE GREATEST EXTENT ALLOWED BY LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT.**

## 9. MISCELLANEOUS

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any

party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them without further action.

**10. ENTIRE AGREEMENT**

This Agreement and referenced incorporated documents constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

**11. SEVERABILITY:** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**12. VISUAL INSPECTION DISCLAIMER**

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible for repairing the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank, which is not clearly visible during the visual inspection, etc.).

This Agreement signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

OWNER:  
City of Killeen, Texas

The Company:  
Viking Painting LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_ COO

Attested by: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

Killeen, Texas	2025	2026	2027	2028	2029	2030
<b>Mcmillan GST #2 (Right Tank) 1.5MG GST Year 2007</b>	Visual Inspection with Report	Visual Inspection with Report	Repairs/Exterior Coating Renovation/Interior Cleanout with Report	Visual Inspection with Report	Visual Inspection with Report	Interior Cleanout Inspection with Inspection Report
<b>Annual Fee</b>	\$35,779.00	\$35,779.00	\$35,779.00	\$35,779.00	\$35,779.00	\$17,400.00

**2027 Renovation:**

**Exterior:**

- Prep: Pressure wash to remove loose dirt, debris and contaminants from surface.
- Prime Coat: Tnemec Series 151 @ .7 - 1.5 mils DFT
- Intermediate Coat: Tnemec Series 156 @ 4 - 8 mils DFT
- Finish Coat: Tnemec Series 156 @ 4 – 8 mils DFT

\*Products shown above subject to change due to availability, changes in industry standards, etc. Any change in product will meet or exceed industry and TCEQ standards.

# **Water Tank Maintenance Contract**



**Owner: City of Killeen, Texas**

**Tank Description: McMillan #1 (Left Tank) 1.5MG GST**

**Date: Jan 7, 2025**

# WATER TANK MAINTENANCE CONTRACT

This contract is entered into between the City of Killeen, Texas, hereinafter referred to in this Agreement as "Owner", and Viking Painting LLC of Omaha, Nebraska hereinafter referred to in this Agreement as "the Company".

This Agreement shall set forth the full terms and conditions agreed to between the parties about the inspection, maintenance, and rehabilitation of the City of Killeen, Texas McMillan #1 (Left Tank) 1.5MG GST located at the corner of Bunny Trail and Briar Patch Ln. 31 04'38.23N; 97 46'58.40W.

## 1. Company Responsibilities

The Owner agrees to employ the Company to maintain its water storage tank in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above-described water storage tank. Care and maintenance shall include but not be limited to the following:

### a. Inspection

The Company will annually inspect and service the tank by visual inspection, Remote Operated Vehicle (ROV) inspection, defined below, or drain down inspection. A condition report with photo documentation shall be submitted to the Owner following each inspection. In years when a visual inspection is performed, the company shall climb the tank to inspect all exterior coatings and for any safety, sanitary, security, and structural issues. To avoid potential contamination while the tank is in service, the tank interior wet area shall not be entered during a visual inspection but will be observed and photographed from the roof hatch. ROV inspections are done with the tank full, by use of a Remote Operated Vehicle, sanitized and lowered into the water where photos and video will be taken. In years where a clean-out inspection is performed, the interior wet area of the tank shall be entered, cleaned out, and inspected as further defined in 'part b' below. If any significant repair or need for touch up is observed, the Company will schedule a time for the owner to drain the tank to make necessary repairs.

### b. Tank Interior Cleaning

Every third year, (unless a change in schedule is agreed upon by the owner and the Company) beginning in 2027, the tank will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). The tank interior will be rinsed using high-pressure wash equipment. Any necessary coating touch-up to steel coatings will be done at time of cleaning to extend coating life. The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water



pressure while the tank is being serviced.

#### **c. Disinfection**

After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. When ROV inspection is performed, the unit will be sanitized on site prior to use. Water sampling and testing will be the responsibility of the Owner.

#### **d. Painting – Exterior Only**

The Company will clean and repaint the interior and/or exterior of the tanks at such times as painting is needed, but at a minimum in accordance with the schedule provided by the Company and attached hereto as Exhibit A, unless otherwise authorized and extended by the Owner in writing. The need for exterior painting will be determined by the appearance and Protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the State, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections.

A lock will be installed on the roof hatch and ladder gate (if applicable) to deter against any unauthorized climbing or entry to the water tank(s). The keys will be retained by the Owner.

#### **e. Engineering Services**

The Company has partnered with VIP Engineering, LLC (Firm #24578) to provide all engineering services required under this agreement. Where required by State Statute, drawings, plans, and specifications shall be completed by the Company and submitted to the State for proper project permitting. The cost for submission and permitting is included in the contract price.

#### **f. Emergency**

The Company will provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site.

#### **g. Exclusions**

This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement, unless specifically listed in this Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of

structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter with exception of insulation and frost jacket; (6) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (8) repairs to the foundation of the tank; (9) replacement or repair of electrical or communications equipment and/or hardware; or (10) other conditions which are beyond the Company's control, including, but not limited to: acts of God and acts of terrorism; (11) payment of prevailing wages at any time throughout the duration of this Agreement; (12) operation of the water tank or water system. This Agreement does NOT include the cost for and/or liability on the part of the Company for interior concrete surfaces.

## 2. INSURANCE

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed.

## 3. TERMINATION

This is an annual agreement and is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the annual anniversary date. Notice of Termination is to be delivered by certified mail to Viking Industrial Painting PO Box 24162 Omaha, Nebraska 68124, and signed by the Executive Director of Public Works, City Manager or other Authorized official with the City of Killeen. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. The Company may not terminate the agreement unless the balance due exceeds 90 days past due.

## 4. COST AND PAYMENT TERMS

The elevated water storage tank shall receive security upgrades, exterior coating renovation, and interior coating renovation in accordance with the attached schedule. The first five (5) annual fees shall be **\$35,779.00** per Contract Year. The annual maintenance fee beginning in Year six (6) shall be **\$17,400.00**; however, in contract year 9 and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The first payment will be due by February 1st, 2025, and subsequent payments on each February 1<sup>st</sup> thereafter. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period beginning the first of the month in which the contract was executed.

## **5. TANK MODIFICATION**

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company prior to installation or modification and may result in an increase in the annual fee.*

## **6. CHANGES IN LAW**

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

## **7. ASSIGNMENT**

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all the obligations of the Owner under this Agreement.

## **8. INDEMNIFICATION**

**THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. TO THE GREATEST EXTENT ALLOWED BY LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT.**

## **9. MISCELLANEOUS**

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof.

The parties expressly warrant that the individuals who sign below are authorized to bind them without further action.

**10. ENTIRE AGREEMENT**

This Agreement and referenced incorporated documents constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

**11. SEVERABILITY:** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**12. VISUAL INSPECTION DISCLAIMER**

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible for repairing the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank, which is not clearly visible during the visual inspection, etc.).

This Agreement signed this 7th day of January, 2025

OWNER:  
City of Killeen, Texas

The Company:  
Viking Painting LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: COO

Attested by: \_\_\_\_\_

Title: \_\_\_\_\_

Killeen, Texas	2025	2026	2027	2028	2029	2030
<b>McMillan GST #1 (Left Tank) 1.5MG GST Year 1997</b>	Visual Inspection with Report	Visual Inspection with Report	Repairs/Exterior Coating Renovation/Interior Cleanout with Report	Visual Inspection with Report	Visual Inspection with Report	Interior Cleanout Inspection with Inspection Report
<b>Annual Fee</b>	\$35,779.00	\$35,779.00	\$35,779.00	\$35,779.00	\$35,779.00	\$17,400.00

**2027 Renovation:**

**Exterior:**

- Prep: Pressure wash to remove loose dirt, debris and contaminants from surface.
- Prime Coat: Tnemec Series 151 @ .7 - 1.5 mils DFT
- Intermediate Coat: Tnemec Series 156 @ 4 - 8 mils DFT
- Finish Coat: Tnemec Series 156 @ 4 – 8 mils DFT

\*Products shown above subject to change due to availability, changes in industry standards, etc. Any change in product will meet or exceed industry and TCEQ standards.

# **Water Tank Maintenance Contract**



**VIKING**  
INDUSTRIAL PAINTING

**Owner: City of Killeen, Texas**

**Tank Description: Pump Station #2 2MG Reservoir**

**Date: Jan 7, 2025**

## **WATER TANK MAINTENANCE CONTRACT**

This contract is entered into between the City of Killeen, Texas, hereinafter referred to in this Agreement as "Owner", and Viking Painting LLC of Omaha, Nebraska hereinafter referred to in this Agreement as "the Company".

This Agreement shall set forth the full terms and conditions agreed to between the parties about the inspection, maintenance, and rehabilitation of the City of Killeen, Texas Pump Station #2 2MG Reservoir located at the corner of W Veterans Memorial Blvd and S Park St. 31 07'01.37N; 97 43'59.71W.

### **1. Company Responsibilities**

The Owner agrees to employ the Company to maintain its water storage tank in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above-described water storage tank. Care and maintenance shall include but not be limited to the following:

#### **a. Inspection**

The Company will annually inspect and service the tank by visual inspection, Remote Operated Vehicle (ROV) inspection, defined below, or drain down inspection. A condition report with photo documentation shall be submitted to the Owner following each inspection. In years when a visual inspection is performed, the company shall climb the tank to inspect all exterior coatings and for any safety, sanitary, security, and structural issues. To avoid potential contamination while the tank is in service, the tank interior wet area shall not be entered during a visual inspection but will be observed and photographed from the roof hatch. ROV inspections are done with the tank full, by use of a Remote Operated Vehicle, sanitized and lowered into the water where photos and video will be taken. In years where a clean-out inspection is performed, the interior wet area of the tank shall be entered, cleaned out, and inspected as further defined in 'part b' below. If any significant repair or need for touch up is observed, the Company will schedule a time for the owner to drain the tank to make necessary repairs.

#### **b. Tank Interior Cleaning**

Every third year, (unless a change in schedule is agreed upon by the owner and the Company) beginning in 2026, the tank will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). The tank interior will be rinsed using high-pressure wash equipment. Any necessary coating touch-up to steel surfaces will be done at time of cleaning to extend coating life. The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced.

### **c. Disinfection**

After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. When ROV inspection is performed, the unit will be sanitized on site prior to use. Water sampling and testing will be the responsibility of the Owner.

### **d. Painting – Exterior Only**

The Company will clean and repaint the interior and/or exterior of the tanks at such times as painting is needed, but at a minimum in accordance with the schedule provided by the Company and attached hereto as Exhibit A, unless otherwise authorized and extended by the Owner in writing. The need for exterior painting will be determined by the appearance and Protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the State, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections.

A lock will be installed on the roof hatch and ladder gate (if applicable) to deter against any unauthorized climbing or entry to the water tank(s). The keys will be retained by the Owner.

### **e. Engineering Services**

The Company has partnered with VIP Engineering, LLC (Firm #24578) to provide all engineering services required under this agreement. Where required by State Statute, drawings, plans, and specifications shall be completed by the Company and submitted to the State for proper project permitting. The cost for submission and permitting is included in the contract price.

### **f. Emergency**

The Company will provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site.

### **g. Exclusions**

This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement, unless specifically listed in this Agreement; (2) disposal of any hazardous waste materials; (3)



resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter with exception of insulation and frost jacket; (6) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (8) repairs to the foundation of the tank; (9) replacement or repair of electrical or communications equipment and/or hardware; or (10) other conditions which are beyond the Company's control, including, but not limited to: acts of God and acts of terrorism; (11) payment of prevailing wages at any time throughout the duration of this Agreement; (12) operation of the water tank or water system. This Agreement does NOT include the cost for and/or liability on the part of the Company for interior concrete surfaces.

## 2. INSURANCE

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed.

## 3. TERMINATION

This is an annual agreement and is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the annual anniversary date. Notice of Termination is to be delivered by certified mail to Viking Industrial Painting PO Box 24162 Omaha, Nebraska 68124, and signed by the Executive Director of Public Works, City Manager, or other authorized official with the City of Killeen, Texas. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. The Company may not terminate the agreement unless the balance due exceeds 90 days past due.

## 4. COST AND PAYMENT TERMS

The elevated water storage tank shall receive security upgrades, exterior coating renovation, and interior coating renovation in accordance with the attached schedule. The first five (5) annual fees shall be **\$48,503.00** per Contract Year. The annual maintenance fee beginning in Year six (6) shall be **\$22,300.00**; however, in contract year 9 and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The first payment will be due by February 1st, 2025, and subsequent payments on each February 1st thereafter. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period beginning the 1<sup>st</sup> of the month in which the contract was executed.

## 5. TANK MODIFICATION

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company prior to installation or modification and may result in an increase in the annual fee.*

## 6. CHANGES IN LAW

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

## 7. ASSIGNMENT

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all the obligations of the Owner under this Agreement.

## 8. INDEMNIFICATION

**THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. TO THE GREATEST EXTENT ALLOWED BY LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT.**

## 9. MISCELLANEOUS

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any

party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them without further action.

**10. ENTIRE AGREEMENT**

This Agreement and referenced incorporated documents constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

**11. SEVERABILITY:** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**12. VISUAL INSPECTION DISCLAIMER**

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible for repairing the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank, which is not clearly visible during the visual inspection, etc.).

This Agreement signed this 7th day of January, 2025

OWNER:  
City of Killeen, Texas

The Company:  
Viking Painting LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: COO

Attested by: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit A

Killeen, Texas	2025	2026	2027	2028	2029	2030
<b>Pump Station #2 2.0MG GST Year 1955</b>	Visual Inspection with Report	Repairs/Exterior Coating Renovation/Interior Cleanout with Report	Visual Inspection with Report	Visual Inspection with Report	Interior Cleanout Inspection with Inspection Report	Visual Inspection with Report
<b>Annual Fee</b>	\$48,503.00	\$48,503.00	\$48,503.00	\$48,503.00	\$48,503.00	\$22,300.00

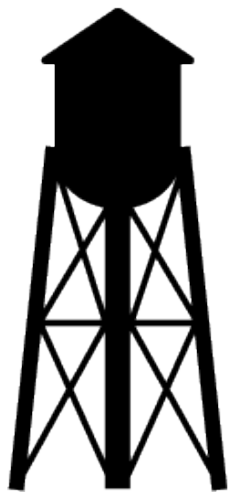
### **2026 Renovation:**

#### **Exterior:**

- Prep: Pressure wash to remove loose dirt, debris and contaminants from surface.
- Prime Coat: Tnemec Series 151 @ .7 - 1.5 mils DFT
- Intermediate Coat: Tnemec Series 156 @ 4 - 8 mils DFT
- Finish Coat: Tnemec Series 156 @ 4 – 8 mils DFT

\*Products shown above subject to change due to availability, changes in industry standards, etc. Any change in product will meet or exceed industry and TCEQ standards.

# **Water Tank Maintenance Contract**



**VIKING**  
INDUSTRIAL PAINTING

**Owner: City of Killeen, Texas**

**Tank Description: Airport 1.0MG EST**

**Date: Jan 7, 2025**

# WATER TANK MAINTENANCE CONTRACT

This contract is entered into between the City of Killeen, Texas, hereinafter referred to in this Agreement as "Owner", and Viking Painting LLC of Omaha, Nebraska hereinafter referred to in this Agreement as "the Company".

This Agreement shall set forth the full terms and conditions agreed to between the parties about the inspection, maintenance, and rehabilitation of the City of Killeen, Texas Airport 1.0MG EST located at the corner of Clear Creek and Mohawk rd. 31 04'34.15; N 97 48'47.61 W.

## 1. Company Responsibilities

The Owner agrees to employ the Company to maintain its water storage tank in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above-described water storage tank. Care and maintenance shall include but not be limited to the following:

### a. Inspection

The Company will annually inspect and service the tank by visual inspection, Remote Operated Vehicle (ROV) inspection, defined below, or drain down inspection. A condition report with photo documentation shall be submitted to the Owner following each inspection. In years when a visual inspection is performed, the company shall climb the tank to inspect all exterior coatings and for any safety, sanitary, security, and structural issues. To avoid potential contamination while the tank is in service, the tank interior wet area shall not be entered during a visual inspection but will be observed and photographed from the roof hatch. ROV inspections are done with the tank full, by use of a Remote Operated Vehicle, sanitized and lowered into the water where photos and video will be taken. In years where a clean-out inspection is performed, the interior wet area of the tank shall be entered, cleaned out, and inspected as further defined in 'part b' below. If any significant repair or need for touch up is observed, the Company will schedule a time for the owner to drain the tank to make necessary repairs.

### b. Tank Interior Cleaning

Every third year (unless a change in schedule is agreed upon by the owner and the company), beginning in 2025 the tank will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). The tank interior will be rinsed using high-pressure wash equipment. Any necessary coating touch up will be done at time of cleaning to extend coating life. The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the

tank is being serviced.

#### **c. Disinfection**

After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. When ROV inspection is performed, the unit will be sanitized on site prior to use. Water sampling and testing will be the responsibility of the Owner.

#### **d. Painting**

The Company will clean and repaint the interior and/or exterior of the tanks at such times as painting is needed, but at a minimum in accordance with the schedule provided by the Company and attached hereto as Exhibit A, unless otherwise authorized and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing lining and its protective condition. The need for exterior painting will be determined by the appearance and Protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the State, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections.

A lock will be installed on the roof hatch and ladder gate (if applicable) to deter against any unauthorized climbing or entry to the water tank(s). The keys will be retained by the Owner.

#### **e. Engineering Services**

The Company has partnered with VIP Engineering, LLC (Firm #24578) to provide all engineering services required under this agreement. Where required by State Statute, drawings, plans, and specifications shall be completed by the Company and submitted to the State for proper project permitting. The cost for submission and permitting is included in the contract price.

#### **f. Emergency**

The Company will provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site.

#### **g. Exclusions**

This Agreement does NOT include the cost for and/or liability on the part of the Company

for: (1) containment of the tanks at any time during the term of the Agreement, unless specifically listed in this Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter with exception of insulation and frost jacket; (6) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (8) repairs to the foundation of the tank; (9) replacement or repair of electrical or communications equipment and/or hardware; or (10) other conditions which are beyond the Company's control, including, but not limited to: acts of God and acts of terrorism; (11) payment of prevailing wages at any time throughout the duration of this Agreement; (12) operation of the water tank or water system.

## 2. INSURANCE

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed.

## 3. TERMINATION

This is an annual agreement and is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the annual anniversary date. Notice of Termination is to be delivered by certified mail to Viking Industrial Painting PO Box 24162 Omaha, Nebraska 68124, and signed by the Executive Director of Public Works, City Manager, or other authorized official with the City of Killeen, Texas. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. The Company may not terminate the agreement unless the balance due exceeds 90 days past due.

## 4. COST AND PAYMENT TERMS

The elevated water storage tank shall receive security upgrades, exterior coating renovation, and interior coating renovation in accordance with the attached schedule. The first five (5) annual fees shall be **\$97,662.00** per Contract Year. The annual maintenance fee beginning in Year six (6) shall be **\$36,875.00**; however, in contract year 9 and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The first payment will be due by February 1st, 2025, and subsequent payments on each February 1st thereafter. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period beginning on the 1<sup>st</sup> of the month in which the contract was executed.



## **5. TANK MODIFICATION**

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company prior to installation or modification and may result in an increase in the annual fee.*

## **6. CHANGES IN LAW**

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

## **7. ASSIGNMENT**

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all the obligations of the Owner under this Agreement.

## **8. INDEMNIFICATION**

**THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. TO THE GREATEST EXTENT ALLOWED BY LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT.**

## **9. MISCELLANEOUS**

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof.

The parties expressly warrant that the individuals who sign below are authorized to bind them without further action.

**10. ENTIRE AGREEMENT**

This Agreement and referenced incorporated documents constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

**11. SEVERABILITY:** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**12. VISUAL INSPECTION DISCLAIMER**

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible for repairing the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank, which is not clearly visible during the visual inspection, etc.).

This Agreement signed this 7th day of January, 2025

OWNER:  
City of Killeen, Texas

The Company:  
Viking Painting LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: COO

Attested by: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit A

Killeen, Texas	2025	2026	2027	2028	2029	2030
<b>Airport 1.0MG Composite Tank Year 2003</b>	Interior Cleanout Inspection with Inspection Report/Interior Touch up	Visual Inspection with Report	Visual Inspection with Report	Interior/Exterior Coating Renovation/Repairs	Visual Inspection with Report	Visual Inspection with Report
<b>Annual Fee</b>	\$97,662.00	\$97,662.00	\$97,662.00	\$97,662.00	\$97,662.00	\$36,875.00

### **2025 repairs:**

- Cleanout Inspection
- Prep: SP3 hand tool / power tool clean, pressure wash
- Coating: NSF approved fast cure coating
- Repairs: Patch hole in roof hatch curb.

### **2028 Renovation:**

#### **Interior Coatings:**

- Prep: SP10 abrasive blast
- Prime Coat: Tnemec Series 91 greenish/gray @ 2.5 - 3.5 mils DFT
- Stripe Coat: Tnemec Series L140 @ 4.0 - 6.0 mils DFT
- Finish Coat: Tnemec Series 21 @10.0 - 14.0 mils DFT

#### **Exterior Coatings:**

- Prep: SP3 power tool / hand tool, pressure wash cleaning. Abrade existing clear coat.
- Prime Coat: Tnemec Series 27 @ 3.0 - 5.0 mils DFT
- Finish Coat: Tnemec Series 1095 @ 2.0 - 3.0 mils DFT
- Logo: Tnemec Series 1095 (Logo proof sheet to be supplied and colors to be approved by customer before application)

\*Products shown above subject to change due to availability, changes in industry standards, etc. Any change in product will meet or exceed industry and TCEQ standards.

# **Water Tank Maintenance Contract**



**Owner: City of Killeen, Texas**

**Tank Description: Southeast 2.5MG EST**

**Date: Jan 7, 2025**

# WATER TANK MAINTENANCE CONTRACT

This contract is entered into between the City of Killeen, Texas, hereinafter referred to in this Agreement as "Owner", and Viking Painting LLC of Omaha, Nebraska hereinafter referred to in this Agreement as "the Company".

This Agreement shall set forth the full terms and conditions agreed to between the parties about the inspection, maintenance, and rehabilitation of the City of Killeen, Texas Southeast 2.5MG EST located at the corner of Cunningham Rd and Stan Schlueter Loop. 31 04'14.19N; 97 42'57.62W.

## 1. Company Responsibilities

The Owner agrees to employ the Company to maintain its water storage tank in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above-described water storage tank. Care and maintenance shall include but not be limited to the following:

### a. Inspection

The Company will annually inspect and service the tank by visual inspection, Remote Operated Vehicle (ROV) inspection, defined below, or drain down inspection. A condition report with photo documentation shall be submitted to the Owner following each inspection. In years when a visual inspection is performed, the company shall climb the tank to inspect all exterior coatings and for any safety, sanitary, security, and structural issues. To avoid potential contamination while the tank is in service, the tank interior wet area shall not be entered during a visual inspection but will be observed and photographed from the roof hatch. ROV inspections are done with the tank full, by use of a Remote Operated Vehicle, sanitized and lowered into the water where photos and video will be taken. In years where a clean-out inspection is performed, the interior wet area of the tank shall be entered, cleaned out, and inspected as further defined in 'part b' below. If any significant repair or need for touch up is observed, the Company will schedule a time for the owner to drain the tank to make necessary repairs.

### b. Tank Interior Cleaning

Every third year, (unless a change in schedule is agreed upon by the owner and the Company) beginning in 2027, the tank will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). The tank interior will be rinsed using high-pressure wash equipment. Any necessary coating touch up will be done at time of cleaning to extend coating life. The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the

tank is being serviced.

#### **c. Disinfection**

After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. When ROV inspection is performed, the unit will be sanitized on site prior to use. Water sampling and testing will be the responsibility of the Owner.

#### **d. Painting**

The Company will clean and repaint the interior and/or exterior of the tanks at such times as painting is needed, but at a minimum in accordance with the schedule provided by the Company and attached hereto as Exhibit A, unless otherwise authorized and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing lining and its protective condition. The need for exterior painting will be determined by the appearance and Protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the State, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections.

A lock will be installed on the roof hatch and ladder gate (if applicable) to deter against any unauthorized climbing or entry to the water tank(s). The keys will be retained by the Owner.

#### **e. Engineering Services**

The Company has partnered with VIP Engineering, LLC (Firm #24578) to provide all engineering services required under this agreement. Where required by State Statute, drawings, plans, and specifications shall be completed by the Company and submitted to the State for proper project permitting. The cost for submission and permitting is included in the contract price.

#### **f. Emergency**

The Company will provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site.

#### **g. Exclusions**

This Agreement does NOT include the cost for and/or liability on the part of the Company

for: (1) containment of the tanks at any time during the term of the Agreement, unless specifically listed in this Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter with exception of insulation and frost jacket; (6) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (8) repairs to the foundation of the tank; (9) replacement or repair of electrical or communications equipment and/or hardware; or (10) other conditions which are beyond the Company's control, including, but not limited to: acts of God and acts of terrorism; (11) payment of prevailing wages at any time throughout the duration of this Agreement; (12) operation of the water tank or water system.

## 2. INSURANCE

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed.

## 3. TERMINATION

This is an annual agreement and is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the annual anniversary date. Notice of Termination is to be delivered by certified mail to Viking Industrial Painting PO Box 24162 Omaha, Nebraska 68124, and signed by the Executive Director of Public Works, City Manager, or other authorized official with the City of Killeen, Texas. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. The Company may not terminate the agreement unless the balance due exceeds 90 days past due.

## 4. COST AND PAYMENT TERMS

The elevated water storage tank shall receive security upgrades, exterior coating renovation, and interior coating renovation in accordance with the attached schedule. The first five (5) annual fees shall be **\$173,286.00** per Contract Year. The annual maintenance fee beginning in Year six (6) shall be **63,000.00**; however, in contract year 9 and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The first payment will be due by Feb 1<sup>st</sup>, 2025, and subsequent payments on each February 1<sup>st</sup> thereafter. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period beginning the 1<sup>st</sup> of the month in which the contract was executed.

## **5. TANK MODIFICATION**

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company prior to installation or modification and may result in an increase in the annual fee.*

## **6. CHANGES IN LAW**

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

## **7. ASSIGNMENT**

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all the obligations of the Owner under this Agreement.

## **8. INDEMNIFICATION**

**THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. TO THE GREATEST EXTENT ALLOWED BY LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT.**

## **9. MISCELLANEOUS**

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof.



The parties expressly warrant that the individuals who sign below are authorized to bind them without further action.

**10. ENTIRE AGREEMENT**

This Agreement and referenced incorporated documents constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

**11. SEVERABILITY:** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**12. VISUAL INSPECTION DISCLAIMER**

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible for repairing the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank, which is not clearly visible during the visual inspection, etc.).

This Agreement signed this 7th day of January, 2025

OWNER:  
City of Killeen, Texas

The Company:  
Viking Painting LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: COO

Attested by: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

Killeen, Texas	2025	2026	2027	2028	2029	2030
<b>Southeast 2.5MG Composite Tank Year 2002</b>	Visual Inspection with Report	Visual Inspection with Report	Interior/Exterior Coating Renovation/Repairs	Visual Inspection with Report	Visual Inspection with Report	Interior Cleanout Inspection with Inspection Report
<b>Annual Fee</b>	\$173,286.00	\$173,286.00	\$173,286.00	\$173,286.00	\$173,286.00	\$63,000.00

**2027 Renovation:**

**Interior Coatings:**

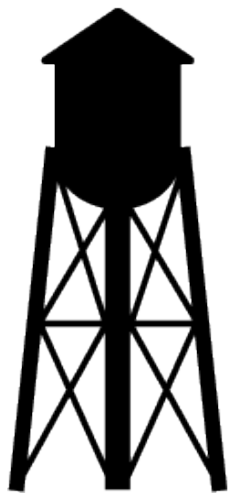
- Prep: SP10 abrasive blast
- Prime Coat: Tnemec Series 91 greenish/gray @ 2.5 - 3.5 mils DFT
- Stripe Coat: Tnemec Series L140 @ 4.0 - 6.0 mils DFT
- Finish Coat: Tnemec Series 21 @10.0 - 14.0 mils DFT

**Exterior Coatings:**

- Prep: SP3 power tool / hand tool, pressure wash cleaning, Abrade existing clear coat.
- Prime Coat: Tnemec Series 27 @ 3.0 - 5.0 mils DFT
- Finish Coat: Tnemec Series 1095 @ 2.0 - 3.0 mils DFT
- Logo: Tnemec Series 1095 (Logo proof sheet to be supplied and colors to be approved by customer before application)

\*Products shown above subject to change due to availability, changes in industry standards, etc. Any change in product will meet or exceed industry and TCEQ standards.

# **Water Tank Maintenance Contract**



**VIKING**  
INDUSTRIAL PAINTING

**Owner: City of Killeen, Texas**

**Tank Description: Rodeo 1.0 MG Leg Tank**

**Date: Jan 7, 2025**

# WATER TANK MAINTENANCE CONTRACT

This contract is entered into between the City of Killeen, Texas, hereinafter referred to in this Agreement as "Owner", and Viking Painting LLC of Omaha, Nebraska hereinafter referred to in this Agreement as "the Company".

This Agreement shall set forth the full terms and conditions agreed to between the parties about the inspection, maintenance, and rehabilitation of the City of Killeen, Texas Rodeo 1.0MG Leg Tank located at the corner of W S Young Dr. and Elms Rd. behind the Killeen Civic and conference center. 21 04'54.66N; 97 43'33.69W

## 1. Company Responsibilities

The Owner agrees to employ the Company to maintain its water storage tank in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above-described water storage tank. Care and maintenance shall include but not be limited to the following:

### a. Inspection

The Company will annually inspect and service the tank by visual inspection, Remote Operated Vehicle (ROV) inspection, defined below, or drain down inspection. A condition report with photo documentation shall be submitted to the Owner following each inspection. In years when a visual inspection is performed, the company shall climb the tank to inspect all exterior coatings and for any safety, sanitary, security, and structural issues. To avoid potential contamination while the tank is in service, the tank interior wet area shall not be entered during a visual inspection but will be observed and photographed from the roof hatch. ROV inspections are done with the tank full, by use of a Remote Operated Vehicle, sanitized and lowered into the water where photos and video will be taken. In years where a clean-out inspection is performed, the interior wet area of the tank shall be entered, cleaned out, and inspected as further defined in 'part b' below. If any significant repair or need for touch up is observed, the Company will schedule a time for the owner to drain the tank to make necessary repairs.

### b. Tank Interior Cleaning

Every third year (unless a change in schedule is agreed upon by the Owner and the Company), beginning in 2028, the tank will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). The tank interior will be rinsed using high-pressure wash equipment. Any necessary coating touch up will be done at time of cleaning to extend coating life. The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the

tank is being serviced.

#### **c. Disinfection**

After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. When ROV inspection is performed, the unit will be sanitized on site prior to use. Water sampling and testing will be the responsibility of the Owner.

#### **d. Painting**

The Company will clean and repaint the interior and/or exterior of the tanks at such times as painting is needed, but at a minimum in accordance with the schedule provided by the Company and attached hereto as Exhibit A, unless otherwise authorized and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing lining and its protective condition. The need for exterior painting will be determined by the appearance and Protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the State, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections.

A lock will be installed on the roof hatch and ladder gate (if applicable) to deter against any unauthorized climbing or entry to the water tank(s). The keys will be retained by the Owner.

#### **e. Engineering Services**

The Company has partnered with VIP Engineering, LLC (Firm #24578) to provide all engineering services required under this agreement. Where required by State Statute, drawings, plans, and specifications shall be completed by the Company and submitted to the State for proper project permitting. The cost for submission and permitting is included in the contract price.

#### **f. Emergency**

The Company will provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site.

#### **g. Exclusions**

This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement, unless specifically listed in this Agreement; (2) disposal of any hazardous waste materials; (3)

resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter with exception of insulation and frost jacket; (6) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (8) repairs to the foundation of the tank; (9) replacement or repair of electrical or communications equipment and/or hardware; or (10) other conditions which are beyond the Company's control, including, but not limited to: acts of God and acts of terrorism; (11) payment of prevailing wages at any time throughout the duration of this Agreement; (12) operation of the water tank or water system.

## **2. INSURANCE**

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed.

## **3. TERMINATION**

This is an annual agreement and is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the annual anniversary date. Notice of Termination is to be delivered by certified mail to Viking Industrial Painting PO Box 24162 Omaha, Nebraska 68124, and signed by the Executive Director of Public Works, City Manager, or other authorized official with the City of Killeen, Texas. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. The Company may not terminate the agreement unless the balance due exceeds 90 days past due.

## **4. COST AND PAYMENT TERMS**

The elevated water storage tank shall receive security upgrades, exterior coating renovation, and interior coating renovation in accordance with the attached schedule. The first five (5) annual fees shall be **\$126,680.00** per Contract Year. The annual maintenance fee beginning in Year six (6) shall be **\$39,835.00**; however, in contract year 9 and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The first payment will be due by February 1<sup>st</sup>, 2025, and subsequent payments on each February 1<sup>st</sup> thereafter. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period beginning the 1<sup>st</sup> day of the month in which the contract was executed.

## **5. TANK MODIFICATION**

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company, prior to installation or modification and may result in an increase in the annual fee.*

## **6. CHANGES IN LAW**

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

## **7. ASSIGNMENT**

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all the obligations of the Owner under this Agreement.

## **8. INDEMNIFICATION**

**THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. TO THE GREATEST EXTENT ALLOWED BY LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT.**

## **9. MISCELLANEOUS**

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them without further action.

**10. ENTIRE AGREEMENT**

This Agreement and referenced incorporated documents constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

**11. SEVERABILITY:** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**12. VISUAL INSPECTION DISCLAIMER**

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

This Agreement signed this 7th day of January, 2025

OWNER:  
The City of Killeen, Texas

The Company:  
Viking Painting LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: COO

Attested by: \_\_\_\_\_

Title: \_\_\_\_\_



## Exhibit A

Killeen, Texas	2025	2026	2027	2028	2029	2030
Rodeo 1.0MG Leg Tank Year 1976	Interior/Exterior Coating Renovation/Repairs	Visual Inspection with Report	Visual Inspection with Report	Interior Cleanout Inspection with Inspection Report	Visual Inspection with Report	Visual Inspection with Report
Annual Fee	\$126,680.00	\$126,680.00	\$126,680.00	\$126,680.00	\$126,680.00	\$39,835.00

### **2025 Renovation:**

#### **Interior Coatings:**

- Prep: SP10 abrasive blast
- Prime Coat: Tnemec Series 91 greenish/gray @ 2.5 - 3.5 mils DFT
- Stripe Coat: Tnemec Series L140 @ 4.0 - 6.0 mils DFT
- Finish Coat: Tnemec Series 21 @10.0 - 14.0 mils DFT

#### **Interior Dry Coatings: Spot repair**

- Prep: SP3 power tool / hand tool, pressure wash cleaning.
- Spot Prime: Tnemec Series L140 @4.0 - 6.0 mils DFT
- Finish Coat: Tnemec Series L140 @ 4.0 - 6.0 mils DFT

#### **Exterior Coatings:**

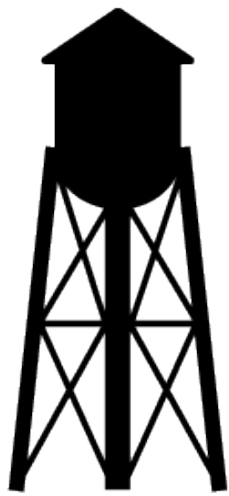
- Prep: SP3 power tool / hand tool, pressure wash cleaning.
- Prime Coat: Tnemec Series 27 @ 3.0 - 5.0 mils DFT
- Finish Coat: Tnemec Series 1095 @ 2.0 - 3.0 mils DFT
- Logo: Tnemec Series 1095 (Logo proof sheet to be supplied and colors to be approved by customer before application)

#### **Repairs:**

- Plate seal all cathodic openings/remove cathodic protection equipment
- Sikaflex stitch welded roof seams and laps
- 24" aluminum vent
- 15' Roof handrail

\*Products shown above subject to change due to availability, changes in industry standards, etc. Any change in product will meet or exceed industry and TCEQ standards.

# **Water Tank Maintenance Contract**



**VIKING**  
INDUSTRIAL PAINTING

**Owner: City of Killeen, Texas**

**Tank Description: Pump Station #5 2.5MG GST**

**Date: Jan 7, 2025**

# WATER TANK MAINTENANCE CONTRACT

This contract is entered into between the City of Killeen, Texas, hereinafter referred to in this Agreement as "Owner", and Viking Painting LLC of Omaha, Nebraska hereinafter referred to in this Agreement as "the Company".

This Agreement shall set forth the full terms and conditions agreed to between the parties about the inspection, maintenance, and rehabilitation of the City of Killeen, Texas Pump Station #5 2.5MG GST located 31 08'23.50N; 97 42'08.33W.

## 1. Company Responsibilities

The Owner agrees to employ the Company to maintain its water storage tank in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above-described water storage tank. Care and maintenance shall include but not be limited to the following:

### a. Inspection

The Company will annually inspect and service the tank by visual inspection, Remote Operated Vehicle (ROV) inspection, defined below, or drain down inspection. A condition report with photo documentation shall be submitted to the Owner following each inspection. In years when a visual inspection is performed, the company shall climb the tank to inspect all exterior coatings and for any safety, sanitary, security, and structural issues. To avoid potential contamination while the tank is in service, the tank interior wet area shall not be entered during a visual inspection but will be observed and photographed from the roof hatch. ROV inspections are done with the tank full, by use of a Remote Operated Vehicle, sanitized and lowered into the water where photos and video will be taken. In years where a clean-out inspection is performed, the interior wet area of the tank shall be entered, cleaned out, and inspected as further defined in 'part b' below. If any significant repair or need for touch up is observed, the Company will schedule a time for the owner to drain the tank to make necessary repairs.

### b. Tank Interior Cleaning

Every third year, (unless a change in schedule is agreed upon by the owner and the Company) beginning in 2025, the tank will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). The tank interior will be rinsed using high-pressure wash equipment. Any necessary coating touch-up to steel surfaces will be done at time of cleaning to extend coating life. The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced.

### **c. Disinfection**

After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. When ROV inspection is performed, the unit will be sanitized on site prior to use. Water sampling and testing will be the responsibility of the Owner.

### **d. Painting – Exterior Only**

The Company will clean and repaint the interior and/or exterior of the tanks at such times as painting is needed, but at a minimum in accordance with the schedule provided by the Company and attached hereto as Exhibit A, unless otherwise authorized and extended by the Owner in writing. The need for exterior painting will be determined by the appearance and Protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the State, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections.

A lock will be installed on the roof hatch and ladder gate (if applicable) to deter against any unauthorized climbing or entry to the water tank(s). The keys will be retained by the Owner.

### **e. Engineering Services**

The Company has partnered with VIP Engineering, LLC (Firm #24578) to provide all engineering services required under this agreement. Where required by State Statute, drawings, plans, and specifications shall be completed by the Company and submitted to the State for proper project permitting. The cost for submission and permitting is included in the contract price.

### **f. Emergency**

The Company will provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site.

### **g. Exclusions**

This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement, unless specifically listed in this Agreement; (2) disposal of any hazardous waste materials; (3)

resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter with exception of insulation and frost jacket; (6) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (8) repairs to the foundation of the tank; (9) replacement or repair of electrical or communications equipment and/or hardware; or (10) other conditions which are beyond the Company's control, including, but not limited to: acts of God and acts of terrorism; (11) payment of prevailing wages at any time throughout the duration of this Agreement; (12) operation of the water tank or water system. This Agreement does NOT include the cost for and/or liability on the part of the Company for interior concrete surfaces.

### **1. INSURANCE**

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed.

### **3. TERMINATION**

This is an annual agreement and is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the annual anniversary date. Notice of Termination is to be delivered by certified mail to Viking Industrial Painting PO Box 24162 Omaha, Nebraska 68124, and signed by the Executive Director of Public Works, City Manager, or other authorized official with the City of Killeen, Texas. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. The Company may not terminate the agreement unless the balance due exceeds 90 days past due.

### **4. COST AND PAYMENT TERMS**

The elevated water storage tank shall receive security upgrades, exterior coating renovation, and interior coating renovation in accordance with the attached schedule. The five (5) annual fees shall be **\$46,710.00** per Contract Year. The annual maintenance fee beginning in Year six (6) shall be **\$19,100.00**; however, in contract year 9 and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The first payment will be due by February 1st, 2025, and subsequent payments on each February 1st thereafter. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period beginning on the 1st of the month in which the contract was executed.

## 5. TANK MODIFICATION

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company prior to installation or modification and may result in an increase in the annual fee.*

## 6. CHANGES IN LAW

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

## 7. ASSIGNMENT

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all the obligations of the Owner under this Agreement.

## 8. INDEMNIFICATION

THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. TO THE GREATEST EXTENT ALLOWED BY LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT.

## 9. MISCELLANEOUS

No modifications, amendments, or alterations of this Agreement may be made except in

writing signed by all the parties to this Agreement. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them without further action.

**10. ENTIRE AGREEMENT**

This Agreement and referenced incorporated documents constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

**11. SEVERABILITY:** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**12. VISUAL INSPECTION DISCLAIMER**

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible for repairing the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank, which is not clearly visible during the visual inspection, etc.).

This Agreement signed this 7th day of January, 2025

OWNER:  
City of Killeen, Texas

The Company:  
Viking Painting LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: COO

Attested by: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit A

Killeen, Texas	2025	2026	2027	2028	2029	2030
Pump Station #5 2.5MG GST Year 1986	Repairs/Exterior Coating Renovation/Interior Cleanout with Report	Visual Inspection with Report	Visual Inspection with Report	Interior Cleanout Inspection with Inspection Report	Visual Inspection with Report	Visual Inspection with Report
Annual Fee	\$46,710.00	\$46,710.00	\$46,710.00	\$46,710.00	\$46,710.00	\$19,100.00

### 2025 Renovation:

#### Exterior:

- Prep: Pressure wash to remove loose dirt, debris and contaminants from surface.
- Prime Coat: Tnemec Series 151 @ .7 - 1.5 mils DFT
- Intermediate Coat: Tnemec Series 156 @ 4 - 8 mils DFT
- Finish Coat: Tnemec Series 156 @ 4 – 8 mils DFT

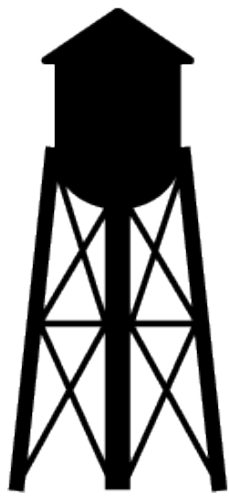
#### Repairs:

- Misc hatch repairs

\*Products shown above subject to change due to availability, changes in industry standards, etc. Any change in product will meet or exceed industry and TCEQ standards.



# **Water Tank Maintenance Contract**



**VIKING**  
INDUSTRIAL PAINTING

**Owner: City of Killeen, Texas**

**Tank Description: Pump Station #4 1.5MG GST**

**Date: Jan 7, 2025**

# WATER TANK MAINTENANCE CONTRACT

This contract is entered into between the City of Killeen, Texas, hereinafter referred to in this Agreement as "Owner", and Viking Painting LLC of Omaha, Nebraska hereinafter referred to in this Agreement as "the Company".

This Agreement shall set forth the full terms and conditions agreed to between the parties about the inspection, maintenance, and rehabilitation of the City of Killeen, Texas Pump Station #4 1.5MG GST located Behind Water Dept located at 805 Jasper. 31 06'10.31N; 97 44'44.18W.

## 1. Company Responsibilities

The Owner agrees to employ the Company to maintain its water storage tank in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above-described water storage tank. Care and maintenance shall include but not be limited to the following:

### a. Inspection

The Company will annually inspect and service the tank by visual inspection, Remote Operated Vehicle (ROV) inspection, defined below, or drain down inspection. A condition report with photo documentation shall be submitted to the Owner following each inspection. In years when a visual inspection is performed, the company shall climb the tank to inspect all exterior coatings and for any safety, sanitary, security, and structural issues. To avoid potential contamination while the tank is in service, the tank interior wet area shall not be entered during a visual inspection but will be observed and photographed from the roof hatch. ROV inspections are done with the tank full, by use of a Remote Operated Vehicle, sanitized and lowered into the water where photos and video will be taken. In years where a clean-out inspection is performed, the interior wet area of the tank shall be entered, cleaned out, and inspected as further defined in 'part b' below. If any significant repair or need for touch up is observed, the Company will schedule a time for the owner to drain the tank to make necessary repairs.

### b. Tank Interior Cleaning

Every third year, (unless a change in schedule is agreed upon by the owner and the Company) beginning in 2026, the tank will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). The tank interior will be rinsed using high-pressure wash equipment. Any necessary coating touch up to steel surfaces will be done at time of cleaning to extend coating life. The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water

pressure while the tank is being serviced.

#### **c. Disinfection**

After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. When ROV inspection is performed, the unit will be sanitized on site prior to use. Water sampling and testing will be the responsibility of the Owner.

#### **d. Painting – Exterior Only**

The Company will clean and repaint the interior and/or exterior of the tanks at such times as painting is needed, but at a minimum in accordance with the schedule provided by the Company and attached hereto as Exhibit A, unless otherwise authorized and extended by the Owner in writing. The need for exterior painting will be determined by the appearance and Protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the State, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections.

A lock will be installed on the roof hatch and ladder gate (if applicable) to deter against any unauthorized climbing or entry to the water tank(s). The keys will be retained by the Owner.

#### **e. Engineering Services**

The Company has partnered with VIP Engineering, LLC (Firm #24578) to provide all engineering services required under this agreement. Where required by State Statute, drawings, plans, and specifications shall be completed by the Company and submitted to the State for proper project permitting. The cost for submission and permitting is included in the contract price.

#### **f. Emergency**

The Company will provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site.

#### **g. Exclusions**

This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement, unless specifically listed in this Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of

structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter with exception of insulation and frost jacket; (6) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (8) repairs to the foundation of the tank; (9) replacement or repair of electrical or communications equipment and/or hardware; or (10) other conditions which are beyond the Company's control, including, but not limited to: acts of God and acts of terrorism; (11) payment of prevailing wages at any time throughout the duration of this Agreement; (12) operation of the water tank or water system. This Agreement does NOT include the cost for and/or liability on the part of the Company for interior concrete surfaces.

### **1. INSURANCE**

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed.

### **3. TERMINATION**

This is an annual agreement and is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the annual anniversary date. Notice of Termination is to be delivered by certified mail to Viking Industrial Painting PO Box 24162 Omaha, Nebraska 68124, and signed by the Executive Director of Public Works, City Manager, or other authorized official with the City of Killeen, Texas. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. The Company may not terminate the agreement unless the balance due exceeds 90 days past due.

### **4. COST AND PAYMENT TERMS**

The elevated water storage tank shall receive security upgrades, exterior coating renovation, and interior coating renovation in accordance with the attached schedule. The first five (5) annual fees shall be **\$36,045.00** per Contract Year. The annual maintenance fee beginning in Year six (6) shall be **\$15,620.00**; however, in contract year 9 and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The first payment will be due by February 1st, and subsequent payments on each February 1st thereafter. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period beginning the 1<sup>st</sup> of the month in which the contract was executed.

## **5. TANK MODIFICATION**

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company prior to installation or modification and may result in an increase in the annual fee.*

## **6. CHANGES IN LAW**

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

## **7. ASSIGNMENT**

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all the obligations of the Owner under this Agreement.

## **8. INDEMNIFICATION**

**THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. TO THE GREATEST EXTENT ALLOWED BY LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT.**

## **9. MISCELLANEOUS**

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof.

The parties expressly warrant that the individuals who sign below are authorized to bind them without further action.

**10. ENTIRE AGREEMENT**

This Agreement and referenced incorporated documents constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

**11. SEVERABILITY:** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**12. VISUAL INSPECTION DISCLAIMER**

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible for repairing the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank, which is not clearly visible during the visual inspection, etc.).

This Agreement signed this 7th day of January 2025

OWNER:  
City of Killeen, Texas

The Company:  
Viking Painting LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: COO

Attested by: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit A

Killeen, Texas	2025	2026	2027	2028	2029	2030
<b>Pump Station #4 1.5MG GST Year 1988</b>	Visual Inspection with Report	Repairs/Exterior Coating Renovation/Interior Cleanout with Report	Visual Inspection with Report	Visual Inspection with Report	Interior Cleanout Inspection with Inspection Report	Visual Inspection with Report
<b>Annual Fee</b>	\$36,045.00	\$36,045.00	\$36,045.00	\$36,045.00	\$36,045.00	\$15,620.00

### **2026 Renovation:**

#### **Exterior:**

- Prep: Pressure wash to remove loose dirt, debris and contaminants from surface.
- Prime Coat: Tnemec Series 151 @ .7 - 1.5 mils DFT
- Intermediate Coat: Tnemec Series 156 @ 4 - 8 mils DFT
- Finish Coat: Tnemec Series 156 @ 4 – 8 mils DFT

#### **Repairs:**

- New seal of hatch curb
- New Screen on overflow

\*Products shown above subject to change due to availability, changes in industry standards, etc. Any change in product will meet or exceed industry and TCEQ standards.

# **Water Tank Maintenance Contract**



**Owner: City of Killeen, Texas**

**Tank Description: Chaparral 1.5MG EST**

**Date: Jan 7, 2025**



## **WATER TANK MAINTENANCE CONTRACT**

This contract is entered into between the City of Killeen, Texas, hereinafter referred to in this Agreement as "Owner", and Viking Painting LLC of Omaha, Nebraska hereinafter referred to in this Agreement as "the Company".

This Agreement shall set forth the full terms and conditions agreed to between the parties about the inspection, maintenance, and rehabilitation of the City of Killeen, Texas Chaparral 1.5MG EST located at the corner of Purple Martin Dr and Chaparral Road 31 01'49.57 N; 97 43'43.09 W

### **1. Company Responsibilities**

The Owner agrees to employ the Company to maintain its water storage tank in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above-described water storage tank. Care and maintenance shall include but not be limited to the following:

#### **a. Inspection**

The Company will annually inspect and service the tank by visual inspection, Remote Operated Vehicle (ROV) inspection, defined below, or drain down inspection. A condition report with photo documentation shall be submitted to the Owner following each inspection. In years when a visual inspection is performed, the company shall climb the tank to inspect all exterior coatings and for any safety, sanitary, security, and structural issues. To avoid potential contamination while the tank is in service, the tank interior wet area shall not be entered during a visual inspection but will be observed and photographed from the roof hatch. ROV inspections are done with the tank full, by use of a Remote Operated Vehicle, sanitized and lowered into the water where photos and video will be taken. In years where a clean-out inspection is performed, the interior wet area of the tank shall be entered, cleaned out, and inspected as further defined in 'part b' below. If any significant repair or need for touch up is observed, the Company will schedule a time for the owner to drain the tank to make necessary repairs.

#### **b. Tank Interior Cleaning**

Every third year, (unless a change in schedule is agreed upon by the owner and the Company) beginning in 2027, the tank will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). The tank interior will be rinsed using high-pressure wash equipment. Any necessary coating touch up will be done at time of cleaning to extend coating life. The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced.

### **c. Disinfection**

After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. When ROV inspection is performed, the unit will be sanitized on site prior to use. Water sampling and testing will be the responsibility of the Owner.

### **d. Painting**

The Company will clean and repaint the interior and/or exterior of the tanks at such times as painting is needed, but at a minimum in accordance with the schedule provided by the Company and attached hereto as Exhibit A, unless otherwise authorized and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing lining and its protective condition. The need for exterior painting will be determined by the appearance and Protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the State, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections.

A lock will be installed on the roof hatch and ladder gate (if applicable) to deter against any unauthorized climbing or entry to the water tank(s). The keys will be retained by the Owner.

### **e. Engineering Services**

The Company has partnered with VIP Engineering, LLC (Firm #24578) to provide all engineering services required under this agreement. Where required by State Statute, drawings, plans, and specifications shall be completed by the Company and submitted to the State for proper project permitting. The cost for submission and permitting is included in the contract price.

### **f. Emergency**

The Company will provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site.

### **g. Exclusions**

This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement, unless

specifically listed in this Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter with exception of insulation and frost jacket; (6) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (8) repairs to the foundation of the tank; (9) replacement or repair of electrical or communications equipment and/or hardware; or (10) other conditions which are beyond the Company's control, including, but not limited to: acts of God and acts of terrorism; (11) payment of prevailing wages at any time throughout the duration of this Agreement; (12) operation of the water tank or water system.

## **2. INSURANCE**

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed.

## **3. TERMINATION**

This is an annual agreement and is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the annual anniversary date. Notice of Termination is to be delivered by certified mail to Viking Industrial Painting PO Box 24162 Omaha, Nebraska 68124, and signed by the Executive Director of Public Works, City Manager, or other authorized official with the City of Killeen, Texas. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. The Company may not terminate the agreement unless the balance due exceeds 90 days past due.

## **4. COST AND PAYMENT TERMS**

The elevated water storage tank shall receive security upgrades, exterior coating renovation, and interior coating renovation in accordance with the attached schedule. The first two (2) annual fees shall be **\$500.00** per Contract Year. The annual maintenance fee beginning in Year three (3) shall be **\$39,880.00**; however, in contract year 6 and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The first payment will be due by February 1<sup>st</sup>, 2025, and subsequent payments on each February 1<sup>st</sup>, thereafter. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period beginning the first of the month in which the contract was executed.

## **5. TANK MODIFICATION**

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company prior to installation or modification and may result in an increase in the annual fee.*

## **6. CHANGES IN LAW**

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

## **7. ASSIGNMENT**

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all the obligations of the Owner under this Agreement.

## **8. INDEMNIFICATION**

**THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. TO THE GREATEST EXTENT ALLOWED BY LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT.**

## **9. MISCELLANEOUS**

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof.

The parties expressly warrant that the individuals who sign below are authorized to bind them without further action.

**10. ENTIRE AGREEMENT**

This Agreement and referenced incorporated documents constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

**11. SEVERABILITY:** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**12. VISUAL INSPECTION DISCLAIMER**

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible for repairing the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank, which is not clearly visible during the visual inspection, etc.).

This Agreement signed this 7th day of January, 2025

OWNER:  
City of Killeen, Texas

The Company:  
Viking Painting LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: COO

Attested by: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

Killeen, Texas	2025	2026	2027	2028	2029	2030
<b>Chapparral 1.5MG Composite Year 2023</b>	Visual Inspection with Report	Visual Inspection with Report	Interior Cleanout Inspection with Inspection Report	Visual Inspection with Report	Visual Inspection with Report	Interior Cleanout Inspection with Inspection Report
<b>Annual Fee</b>	\$500.00	\$500.00	\$39,880.00	\$39,880.00	\$39,880.00	\$44,267.00