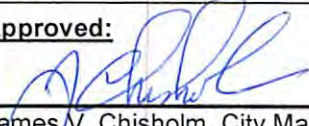




The City of Daytona Beach

Utilities Department

Approved:


James V. Chisholm, City Manager

APPROVED

By flickjoanne at 2:50 pm, Jul 25, 2018

Joanne Flick, Purchasing Agent

TO: James V. Chisholm, City Manager
FROM: Shannon Ponitz, Interim Utilities Director *SP*
DATE: July 18, 2018
SUBJECT: Change Order No. 1 to Contract No. 0317-0300 for the Demonstration Testing System to Purify Reuse Effluent at the Westside Regional Water Reclamation Facility

REQUEST

Utilities Department requests the City Manager approve Change Order No. 1 to Contract No. 0317-0300 with Florida Design Contractors, Inc., 1326 South Killilan Drive, Lake Park, FL 33403 for a 60-day time extension and an amount of \$40,203.68.

PURPOSE

This request is to allow additional scope items needed to complete the project and to ensure proper operations once the City takes ownership.

CONSIDERATION

The City Commission adopted Resolution 17-53 on March 1, 2017, awarding a construction contract to Florida Design Contractors, Inc., for the construction of the Demonstration Testing System to Purify Reuse Effluent at the Westside Regional Water Reclamation Facility, which consists of the construction of a pre-fabricated building to house scientific equipment for the two-year study. The location of the building is on the LPGA plant facility site and the construction cost is \$3,117,500; however, the majority of this cost is for the high level disinfection equipment. The total value of site improvements is \$620,000, which includes \$235,000 for the building. A grant of \$949,000 was awarded to the project by the SJRWMD.

Change Order No. 1 is needed in order to provide additional appurtenances, protective coatings, equipment, and a 6-month supply of chemicals. Florida Design Contractors, Inc., has performed additional work as shown in the table below and has requested a 60-day extension to May 31, 2018.

CO #	Description	Amount
NA	City Building Permit	(\$8,000)
001	Tapping Sleeve	\$2,167.41
002	Wet Well Liner Welding	\$3,272.85
003	4-inch RW Piping and Installation by Crom	\$35,028.25
004	Reuse Pump Automation Level Sensor	\$1,415.69
008	Chemical Coatings	\$6,821.40
009	Acoustical Grid Ceiling	\$1,737.00
012	Air Dryer Installation	\$3,021.39
013	Miscellaneous Field Directives	\$4,032.62
014	Chemical Dosing Covers	\$7,349.00
015	Increase Height of 2 Overhead Doors from 10' to 12'	\$2,268.00
016	6 Months of Chemical Supply	\$29,831.57
XXX	Credits and Overages	(\$48,741.50)
	Change Order Sum	\$40,203.68

Section 30-142 (a) of the Purchasing Code authorizes the City Manager to approve change orders up to a maximum cumulative amount of \$25,000 or 5% of the adjusted contract price, whichever is greater. Approval of this change order will increase the total amount of the adjusted contract amount from \$3,117,500.00 to \$3,157,703.68, which is 1.3%.

Section 30-143 (a) of the Purchasing Code authorizes the City Manager to approve contract time extensions up to 60 days or 10% of the contract time, whichever is greater for force majeure events or city actions.

FUNDING

Sufficient funds are available in the Water and Sewer 8% R&R 428-610000-536-565000-611608 account.

RECOMMENDATION

Utilities Department recommends the City Manager approve Change Order No. 1 to Contract No. 0317-0300 with Florida Design Contractors, Inc., 1326 South Killilan Drive, Lake Park, FL 33403 for a 60-day time extension and an amount of \$40,203.68

ANTICIPATED SCHEDULE

Upon Approval

ATTACHMENTS

Change Order No. 1

CHANGE ORDER NO. 1

July 12, 2018

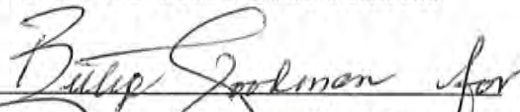
**Demonstration Testing System to Purify Reuse Effluent at the Westside Regional Water Reclamation Facility (WRWRF)
PURCHASE ORDER NO. (8983)**


This Change Order No. 1 is issued in connection with the Contract No. 0317-0300 dated March 2, 2017, with Florida Design Contractors, Inc., 1326 South Killian Drive, Lake Park, FL 33403 ("Contractor") authorized by City Resolution 17-53.

ADDITIONAL CONTRACT TIME:	58 days
TOTAL INCREASE:	\$40,203.68
ACCOUNT FUND: 412-610000-536-565000-611608	
ADJUSTED CONTRACT SUM:	
Original Contract Sum	\$3,117,500.00
Increase this Change Order	\$40,203.68
Cumulative Increases/Decreases Previous Change Orders	\$0
TOTAL:	\$3,157,703.68

All other provisions of the Contract shall remain unchanged.
This Change Order shall be effective on the date last signed.

THE CITY OF DAYTONA BEACH

By: 
James V. Chisholm, City Manager

Attest: 
Letitia LaMagna, City Clerk

Date: 8-3-18

Florida Design Contractors, Inc.

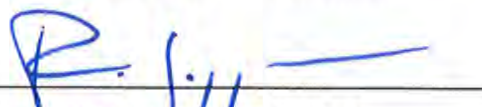
By: 

Printed Name: Thomas Clarke

Title: President

Date: 7/13/18

Approved as to legal requirements:

By: 
Robert Jagger, City Attorney

ATTACHMENT A - ADDITIONAL WORK SUMMARY

The additional work in this change order includes the following items:

ADD/DEDUCT:

1. The Contractor has requested a time extension of a maximum of 58 days due to unforeseeable weather events and changes to the original contract scope of work.
2. The City Utilities Department paid for the City Building Permit, which was originally part of the Contractor's Scope.
3. The Contractor has provided attached costs for a 12-inch x 6-inch tapping sleeve and valve in order to complete the 6-inch forcemain as a hot tap in lieu of the original scope of work, which included a cut and tie-in installation.
4. The Contractor has provided attached costs for sealing the specified wet well openings and seams. The Change Order does not account for items of work not contained in the Proposal Summary.
5. The Contractor has provided attached costs for replacing and properly supporting new 4-inch ductile iron piping onto the existing 5.0 MG Reuse Storage Tank, east of the project site, in lieu of the original scope of work which entailed using the existing 6-inch PVC piping that is currently installed on the RST and discharges into the top of the tank.
6. The Contractor has provided attached costs for a level transducer for the combined reuse storage tank in order to automate the reuse pump based on adjustable set points, in lieu of the original scope of work, which included manual operation of the pump. Updated specification and drawings were provided to facilitate the work.
7. The Contractor has provided attached costs for the application of the chemical coating system, as designated for chemical areas only by the Contract Specifications, throughout the entire inside floor area, including traffic areas, office and bathroom. The square footage for the chemical coating system is now approximately 5,189 square feet in lieu of the original estimate, 2,961 square feet.
8. The Contractor has provided attached costs to furnish all necessary labor, materials, tools, equipment and supervision required for the installation of a 2'x2' acoustical grid ceiling with tile in the Work Area and Restroom. The City selection was standard USG DxDL gird in white color with either USG vinyl faced sheetrock tile or USG Radar Climaplus mineral fiber tile.
9. The Contractor has provided attached costs for the addition of two (2) air compressor dryers, with two (2) separate 120 volt circuits.
10. The Contractor has provided attached costs for a new pump out location at the discharge of DTS facility with associated butterfly valve and camlock, equipment base for the new 1000 gallon reuse tank, and 4" base elbow, 4" 45 degree elbow, and spool associated with the relocation of the 4" pipe, which was not included in the original GST cost proposal.
11. The Contractor has provided attached costs for the furnishing and installation of custom PVC covers with handles for the chemical feed pumps and appurtenances, including an extended skirt covering the front mounted equipment. As engineering and fabrication began on behalf of the Original Equipment Manufacturer (OEM), the City decided that the covers were not necessary. Therefore, the change order includes the cost of engineering and fabrication performed by the OEM to date of the cancellation.
12. The Contractor has provided attached costs to furnish all necessary labor, materials, tools, equipment and supervision required for increasing the overhead coiling door heights from 10 feet to 12 feet.
13. The City has requested an additional six months supply of chemicals for the operation of the facility. This includes a six months' supply of sulfuric acid (2,100 gallons or approximately 8 totes), sodium hypochlorite (2,000 gallons or approximately 8 totes), ammonium sulfate (12 drums), hydrogen peroxide (7 drums), sodium bisulfite (12 drums), sodium hydroxide (3 drums), hydrochloric acid (2 drums), citric acid (4 drums), and antiscalant (4 drums) with a 10-percent contingency added.

ATTACHMENT B – SUPPORTING DOCUMENTATION

Project Name:

City of Daytona Beach Utilities - Demonstration Testing System to Purify Reuse Effluent at the Westside Regional Water Reclamation Facility

Project Number:

200-26561-17003

Contractor:

Florida Design Contractors

PM/Engineer:

Roque

12-Jul-2018

CHANGE ORDER LOG

Contractor Order #	CO #	Date Received	Description	Amount	Allocation of Funds
	001	21-Jun-2017	City Building Permit	(\$8,000)	Overall Project Cost
	002	10-Aug-2017	Tapping Sleeve	\$2,167.41	Overall Project Cost
	003	20-Sep-2017	Wet Well Liner Welding (Proposal) ¹	\$3,272.85	Item 40 - All Other V
	004	26-Sep-2017	4-inch RW Piping and Installation by Crom	\$35,028.25	Overall Project Cost
	005	27-Oct-2017	Reuse Pump Automation Level Sensor	\$1,415.69	Overall Project Cost
	006	8-Dec-2017	Chemical Coatings	\$6,821.40	Overall Project Cost
	007	3-Jan-2018	Acoustical Grid Ceiling	\$1,737.00	Overall Project Cost
	008	5-Mar-2018	Air Dryer Installation	\$3,021.39	Overall Project Cost
	009	5-Mar-2018	Miscellaneous Field Directives	\$4,032.62	Overall Project Cost
	010	5-Mar-2018	Revised Chemical Dosing Covers ²	\$7,349.00	Overall Project Cost
	011	13-Mar-2018	Increase Height of 2 Overhead Doors from 10' to 12'	\$2,268.00	Overall Project Cost
	012	12-Jul-2018	6 Months of Chemical Supply	\$29,831.57	Overall Project Cost
	A	6-Mar-2018	Time Extension (58 days)	\$0.00	NA
	XXX	11-Jul-2018	Credits and Overages (Final) ³	(\$48,741.50)	
Sum				\$40,203.68	
Original Contract Sum				\$3,117,500.00	
Total				\$3,157,703.68	

¹7/10/18 per FDC email. ²Revised on 7/11/18 per FDC email. ³Refer to Final Pay Application dated 7/2/18.

6/27/2018

P-6737, DTS to Purify Reuse Effluent at the Westside RWRf

Change Order to Reconcile Contract to Final Field Installed Quantities

TRAINING- OTHER ADJUSTS

ITEM No.	Description of Work	BID		INSTALLED QTY.	NET	UNIT PRICE	ADD EXTENSION	DEDUCT EXTENSION
		QTY.	UNITS		ADJUST. QTY.			
4	As-Built Drawings	1	LS	0	-0.75	\$ 3,500.00		\$ (2,625.00)
6	Removal of unsuitable materials	200	CY	0	-200	\$ 13.00		\$ (2,600.00)
7	Clean Fill Materials	510	CY	216	-294	\$ 16.00		\$ (4,704.00)
8	12" RCP Storm Pipe	30	LF	32	2	\$ 100.00	\$ 200.00	
11	Furnish and Install 2-inch Water Main	90	LF	230	140	\$ 22.00	\$ 3,080.00	
12	Furnish and Install 4-inch Reuse Main	300	LF	305	5	\$ 54.00	\$ 270.00	
13	Furnish and Install 12-inch Reuse Main	320	LF	278	-42	\$ 82.00		\$ (3,444.00)
14	Furnish and Install 2-inch Force Main and Ftngs.	120	LF	171	51	\$ 30.00	\$ 1,530.00	
16	Furnish and Install 4-inch Drain and Fittings	75	LF	65	-10	\$ 77.00		\$ (770.00)
17	Furnish and Install 6-inch Drain and Fittings	70	LF	65	-5	\$ 61.00		\$ (305.00)
17E	Testing, Start-Up, and Training	1	LS	0.60	-0.40	\$ 5,000.00		\$ (2,000.00)
18	Furnish and Install 8-inch Drain and Fittings	70	LF	65	-5	\$ 65.00		\$ (325.00)
18D	Testing, Start-Up, and Training	1	LS	0.60	-0.40	\$ 3,100.00		\$ (1,240.00)
19B	Testing, Start-Up, and Training	1	LS	0.60	-0.40	\$ 6,900.00		\$ (2,760.00)
20	4-inch 90 degree FLG fittings (concrete lined)	1	EA	3	2	\$ 109.00	\$ 218.00	
20B	Testing, Start-Up, and Training	1	LS	0.60	-0.40	\$ 6,000.00		\$ (2,400.00)
21	6-inch 45 degree MJ fittings (epoxy lined)	6	EA	7	1	\$ 289.00	\$ 289.00	
21B	Testing, Start-Up, and Training	1	LS	0.60	-0.40	\$ 3,000.00		\$ (1,200.00)
23	12-inch 90 degree MJ fittings (concrete lined)	3	EA	2	-1	\$ 391.00		\$ (391.00)
24	6x4-inch FLG Tee (concrete lined)	1	EA		-1	\$ 306.00		\$ (306.00)
26	12x6-inch MJ Tee & Sleeve (epoxy lined)	1	EA		-1	\$ 2,700.00		\$ (2,700.00)
30	6-inch MJ Gate Valve	1	EA		-1	\$ 691.00		\$ (691.00)
32	Asphalt Pavement	320	SY	164	-156	\$ 80.00		\$ (12,480.00)
33	Concrete Driveway	260	SY	192	-68	\$ 54.00		\$ (3,672.00)

6/27/2018

34	Concrete Pad	30	SY	53	23	\$ 54.00	\$ 1,242.00	
36	Sod	3400	SY	3017	-383	\$ 2.50		\$ (957.50)
39	Yard Piping and Fitting Allowance	1	LS		-1	\$10,000.00		\$ (10,000.00)

\$ 6,829.00 \$ (55,570.50)

SUBTOTAL

TOTAL NET CHANGE ORDER
TO CONTRACT

\$ (48,741.50)



Saturday, January 20, 2018

Brian Foulkes, PE
Tetra Tech
201 E. Pine St.
Orlando, FL 32801

Re: City of Daytona Beach – DTS to Purify Effluent at the Westside Regional WRF
Subject: Contract Time Adjustment

Dear Mr. Foulkes:

In accordance to Articles 11.4.7 and 13.2 of the General Conditions of the Construction Contract, please accept this letter as an official request for a contract time adjustment due to delays beyond the control of Florida Design Contractors (FDC). Below is an order of events for those issues experienced in the project that have contributed to this request for additional time:

1. Weather Delays – Hurricane Irma and Rain Delays (14-Calendar Days Delay)

- As formally informed via letters dated 9/13/17 and 10/9/17, FDC experienced a total of thirteen (13) calendar days of delays directly related to Hurricane Irma.
- Per FDC's letter dated 10/5/17, FDC experienced a weather delay of one (1) day to adverse weather on 10/5/17.
- While not formally informed, FDC has experienced and documented significant delays due to periods of heavy or intermittent rain events throughout the course of the project.

2. Biwater Equipment, Building and Electrical Layouts for DTS Building (83-Calendar Days Delay)

- As documented throughout the project, due to multiple submittals related to process equipment, submittal review times, approvals, and the decision making while correlating equipment submittals and contract drawings, FDC experienced several delays in the timely completion of the building layouts but more significant, with late equipment deliveries. Equipment was originally proposed to be completely delivered by December 1st but the last deliveries finally arrived the week of December 25th, for a total delay of 25-calendar days (12/1 until 12/26).
- Regarding the electrical rough-in for the slab on grade, per our Construction Schedule and daily reports, the electrical rough-in started on July 31, 2017 and was completed on October 18, 2017, following by the slab pour on the October 19th. Per our construction schedule, 15-working days or 21-calendar days, were allotted for this activity but due to delays in submittal approvals, late responses to RFI's 21, 22, 23 & 26, and conduit knockouts determinations, this activity took 79-calendar days (7/31 until 10/18). As a result, FDC exceeded the time accounted for this activity by 58-calendar days.

3. Coating Changes (7-Calendar Days Delay)

- FDC experienced several days of delays directly related to the coating changes. Submittal 75-09900-001 "Coatings" was submitted to TetraTech on November 3, 2017 using one of the specified products, Sherwin Williams. Shortly after, FDC learned that the City desired to use a different non-specified product causing a delay in the submittal approval and work schedule. It must be noted that sense of urgency associated to this approval was directly related to being able to install the 6,000gal tank and the subsequent deliveries that were scheduled later in November. Per email correspondences, the resolution to this matter took 1-week in order for FDC to be allowed to use Sherwin Williams in lieu of the non-specified product. This issue delayed the beginning of equipment installation since coatings were required to be applied underneath all components of the building. This issue was discussed during our progress meeting held on November 9, 2017.
- In addition, additional delays were experienced due to changes in the type of coatings for certain areas. As an example, different types of coatings were specified for the office/bathroom area, chemical areas, and traffic areas. This resulted in FDC's Cost Proposal No. 08.

4. Office Casework Changes (26-Calendar Days Delay)

- The requirements for the office casework changed during the submittal process. Submittal 072-12363-1 "Casework" was originally submitted on October 13th and was returned on November 3rd as "Amend and Resubmit" due to the City's desire for metal cabinets in lieu of wood, among other changes not specified in the Contract. As a result, once the submittal was revised and finally returned approved on December 8th, the delivery schedule was affected by reasons beyond FDC's control. Per the Specifications, the Engineer has 30-days to review shop drawings and it took 56-calendar days from the initial submittal until the approval of the 2nd submittal. Therefore, FDC experienced a delay of 26-calendar days which ultimately affected the delivery schedule for the casework.

5. Additional Change Order Work

- It also must be noted that FDC has performed a significant amount of work that was added to our original scope with no time added to the Contract. Additional work including the wetwell liner, Ground Storage Tank modifications, coating changes, installation of additional pipe/fittings/valves, among others as directed by Tetra Tech and/or the City of Daytona Beach.

Per Article 11, Section 11.4.7 of the General Conditions;

"If CONTRACTOR claims that the delay is an excusable delay or compensable delay, evidence that the delay was unforeseeable, beyond CONTRACTOR's control, and without the fault or negligence of CONTRACTOR..."

Furthermore, per Article 13, Section 13.2 of the General Conditions;

"Change Order Required for Contract Time and Contract Price Adjustments. Adjustments to Contract Time or Contract Price will be granted only through a properly-issued Change Order."



The issues listed above are provided for your careful consideration of a non-compensable Contract Time Adjustment for excusable delays, per Article 11.4.7 and 13.2. In your consideration, please take note of the following adjustments that FDC has implemented in order to mitigate these delays:

1. Increased project staff.
2. Overtime work started the week of November 13, 2017 and continues to this date at no additional cost to the Owner.
3. Biwater was already on site the week of 1/8/18 and assisted FDC in the installation and equipment interconnections of the system in preparations of functional testing currently scheduled to begin this coming Monday, January 22, 2018.

Attached to this letter you will find an updated schedule with a Data Date of January 10, 2018 depicting the current critical path and the project's negative float. According to the issues listed above, FDC has experienced at least 130-calendar days in delays due to issues beyond our control. However, based on actual and ongoing progress, start-up schedule, construction schedule, and the City's ability to extend the current contract time, we would like to make a time extension request that adds sixty (60) calendar days which takes Substantial Completion from February 14, 2018 to April 15, 2018 in accordance to Articles 11 and 13 of the Contract for Construction.

As always, Florida Design will continue to work and cooperate with all parties involved in order to bring this project to a fruitful completion while we approach the start-up and commissioning phase of the Demonstration Testing Facility.

Should have any questions or concerns regarding this matter, please feel free to contact me at my office or cell phone.

Respectfully,



Orlando Rivera

Sr. Project Manager
Florida Design Contractors

Cc: Jo-Ann Macrina, James PeKala, Mike Smith (City of Daytona Beach)
Jennifer Roque (Tetra Tech)
Ralph Cosme, David Beavan (FDC)

File: FDC Job #1385 / Engineer Correspondence

Enclosed: Updated CPM Schedule w/ Data Date 01/10/18
Additional Backup Documents Upon Request

- EST. 1978 -



CGC040304

FLORIDA DESIGN CONTRACTORS

Wednesday, June 7, 2017

Brian Foulkes
Tetra Tech
201 E. Pine St.
Orlando, FL 32801

Re: City of Daytona Beach - Westside RWRf Demonstration Testing System
Subject: Cost Proposal No. 01 - 6in Forcemain Hot Tap

Dear Mr. Foulkes:

Florida Design has developed a cost proposal in response to City of Daytona Beach's request for proposal to furnish and install a 12"x6" tapping sleeve and valve in order to complete the 6" forcemain as a "hot tap" as opposed of a cut and tie-in installation.

The above referenced proposal for the amount of \$2,167.41 includes furnishing all necessary labor, materials, tools, equipment, and supervision required for the items of work shown in Florida Design Proposal Summary attached herein.

We have attached a detailed Proposal Summary to further define our scope of work. Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary, and are specifically excluded from this proposal.

At this time, you are requested to issue a Construction Directive so we may proceed with the work identified in our Proposal Summary.

Should you have any questions concerning this matter, please feel free to contact me at my office.

Regards,



Orlando Rivera
Sr. Project Manager
Florida Design Contractors

Enclosed: FDC Cost Proposal No. 01 - Summary
Vendor Proposals
File: FDC Project 1385 - Cost Proposals



FLORIDA DESIGN CONTRACTORS

1326 S. Killian Drive
Lake Park, FL 33403
Civil & Environmental Contractors

NO. :

COST PROPOSAL
001

PROJECT NAME:	Westside RWRf Demonstration Testing System			
LOCATION:	City of Daytona Beach	DATE:	June 6, 2017	
OWNER:	City of Daytona Beach - Utilities		DRAWING NO.:	D-101
ENGINEER:	Tetra Tech		SPEC. SECTION:	N/A

REFERENCE: TIME & MATERIAL: REQUEST FOR PROPOSAL: X

DESCRIPTION: *Furnish all necessary labor, materials, tools, equipment, and supervision required for the scope described herein. The following proposal is in response to City of Daytona Beach's request for proposal to furnish and install a 12"x6" tapping sleeve and valve in order to complete the 6" forcemain as a "hot tap" as opposed of a cut and tie-in installation.*

Notes:

- This proposal includes the credits associated to the materials originally required to complete the referenced tie-in.
- Tapping services from rangeline are included herein.

PRICING INFORMATION

	SKILL/TRADE	MAN-HOURS	RATE	COST	
1. DIRECT LABOR	Welder	MH	\$ 70.00	\$ -	
	1.A GENERAL LABOR:	Unskilled	MH	\$ 40.00	\$ -
		Skilled	MH	\$ 45.00	\$ -
		Operator	MH	\$ 49.00	\$ -
	1.B FIELD ENGINEERING:	Foreman	MH	\$ 55.00	\$ -
		Superintendent	MH	\$ 85.00	\$ -
		Project Engineer	MH	\$ 90.00	\$ -
	1.C DAILY GENERAL CONDITIONS	Project Manager	2 MH	\$ 110.00	\$ 220.00
		Time Increase	DAYS	\$ 550.00	NO CHARGE
	SUBTOTAL (1)				\$ 220.00
	OVERHEAD & PROFIT				10%
	TOTAL (1)				\$ 242.00

	DESCRIPTION	WEEKS	UNIT PRICE	COST	
2. MATERIALS AND EQUIPMENT	2.A EQUIPMENT:	Crane Truck	\$3,000.00	\$ -	
		Excavator	\$2,300.00	\$ -	
		Loader	\$2,000.00	\$ -	
		Core Drill	\$1,000.00	\$ -	
		Backhoe	\$1,500.00	\$ -	
		Bobcat	\$800.00	\$ -	
		Compactor	\$450.00	\$ -	
	2.B MATERIAL	MATERIAL		UNITS NOTED	
		12x6 Mueller Tapping Sleeve	1 ls	\$2,130.00	\$ 2,130.00
		6" MJ RW Tapping GV	1 ls	\$625.75	\$ 625.75
		12x6 MJ Tee	1 ls	(\$354.93)	\$ (354.93)
		12" MJ Sleeve	1 ls	(\$318.27)	\$ (318.27)
		6" MJ GV	1 ls	(\$423.02)	\$ (423.02)
		12" Megalugs	4 ls	(\$61.03)	\$ (244.12)
		6" Megalugs	2 ls	(\$23.43)	\$ (46.86)
SUBTOTAL (2)				\$ 1,368.55	
2.C DIRECT COSTS:		OVERHEAD & PROFIT			10%
	SALES TAX			INCLUDED	
	TOTAL (2)			\$ 1,505.41	

	DESCRIPTION OF WORK	COST
3. SUBCONTRACTORS	Rangeline Tapping services	\$ 400.00
SUBTOTAL (3)		\$ 400.00
OVERHEAD & PROFIT		5%
TOTAL (3)		\$ 420.00
TOTAL (1)+(2)+(3)		\$ 2,167.41
Bonds & Insurance		0.0%
Permits		INCL
GRAND TOTAL		\$ 2,167.41

By: _____ By: _____ By: _____
 Engineer (Authorized Signature) Owner (Authorized Signature) Florida Design Contractors, Inc.
 Date: _____ Date: _____ Date: _____



SBE Certified Contractor

May 10, 2017

Quote No. FL-1428MM

Florida Design Contractors, Inc.
orlandor@floridadesigncontractors.com

Attn: Orlando Rivera
 Phone: (561) 275-2281

Re: (1) 6" Wet Tap – Project in Daytona Beach, Florida

Rangeline will perform the following Wet Taps:

Quantity	Size	Pipe Type	Complete w/ Materials, Install, Test & Tap	Install, Test & Tap (excluding materials)	*Test & Tap
1	12" x 6"	DIP F	N/A	N/A	\$400.00

Prices are based on:

- Please allow 10 - 14 days notice for scheduling to ensure availability. Projects that require shorter lead times may incur additional charges.
- If the type of pipe changes from what we have quoted above, prices and scheduling may vary. Contractor or Municipality is responsible for verifying the type of pipe and it's O.D.
- Rangeline may require a pre-construction meeting prior to scheduling any services.
- **Normal daytime hours (7:00AM- 7:00 PM) Monday through Friday. Technician(s) will have a \$100.00 per hour after hours charge. Additional Expenses will be charged at our cost plus 20%.**
- **Rangeline will allow (1) Mobilizations/De-Mobilizations to the job-site. Additional trips will be \$550.00 per trip.**
- **Canceling a scheduled project after the technician(s) have left the shop will result in a Cancellation Fee please refer to Terms and Conditions #13 (Page 4).**
- **Stand-by charges will be billed at \$100.00 per hour / per technician during normal daytime hours and \$200.00 per hour / per technician during after hours.**
- **Stand-by charges for equipment at \$550.00/per day.**
- ***Pressure test pricing is based on a standard 15-minute pressure test. If the pressure test is required to be longer than 15 minutes, additional charges will be billed, per hour. When customer installs material and it does not pass pressure test, \$100.00/ hr will be charged for re-work.**

This is a 4-page proposal. Please read it in its entirety, then sign and return page 4 prior to scheduling work.

Rangeline Tapping Services, Inc.
Main Office ♦ (800) 346-5971

7256 Westport Place, Suite A
 West Palm Beach, FL 33413
 (561) 683-0910 ♦ (561) 683-0912

4030 Kidron Road, Bay 9 & 11
 Lakeland, FL 33811
 (863) 701-7063 ♦ (863) 701-7069

13168 Highway 105 E
 Conroe, TX 77306
 (936) 445-2171 ♦ (936) 264-9108



SBE Certified Contractor

Please see the attached page for the customer's responsibility.

Additional charges may be added for ID badges, security check-in or job postponements due to site events.

Above costs do not include office expense for extensive contract agreements.

Sub-Contract agreements (when required) must be received by Rangeline Tapping Services, Inc. prior to starting work. Rangeline will not be responsible for meeting any requirements stated in a Sub-Contract agreement after the proposed work has begun.

Certificates of insurance with contractor as a certificate holder can be provided at no cost. Adding contractor as additional insured cannot be done unless we have a written contract with your company. Coverage required above the limits of our policy is not included.

Quotation is valid for 90 days.

No retainage allowed.

If you have any questions, please feel free to contact our sales team in your region listed below:

Atlantic Regional Manager
Mike Mainelli
(407) 314-4878 mike@rangeline.com

Gulf Coast Regional Manager
Jim Gigante
(713) 325-1111 jim@rangeline.com

National Inside Sales Manager
Brian Marks
(205) 625-3233 brian@rangeline.com

Director of Business Development
Clayton Lawrence
(678) 428-4885 clayton@rangeline.com

National & International Sales
Greg Foushi
(407) 453-1060 greg@rangeline.com

Thank you for the opportunity to quote your project!

Origin	Priced	Sent
MM	GF	BM

Please visit our "NEW" website at www.rangeline.com

Rangeline Tapping Services, Inc.
Main Office ♦ (800) 346-5971

7256 Westport Place, Suite A
West Palm Beach, FL 33413
(561) 683-0910 ♦ (561) 683-0912

4030 Kidron Road, Bay 9 & 11
Lakeland, FL 33811
(863) 701-7063 ♦ (863) 701-7069

13168 Highway 105 E
Conroe, TX 77306
(936) 445-2171 ♦ (936) 264-9108



SBE Certified Contractor

CUSTOMER IS RESPONSIBLE FOR THE FOLLOWING:

- Excavating, de-watering, shoring, and/or scaffolding of job area, all of which must comply with OSHA standards.
- 12' extension ladder, light pole, and pump for de-watering.
- Scheduling inspectors and obtaining permits as necessary.
- Labor assistance of 1 man to be supervised by Rangeline Technician(s).
- Providing materials.
- Installing materials.
- Lifting services if necessary.
- Concrete support for the Tapping Sleeve if required.
- Concrete support for the Tapping Valve if required.

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SBE Certified Contractor

Rangeline Tapping Services, Inc. - Terms and Conditions

1. **Rangeline** has issued this quotation based upon all information provided by the Customer.
2. All prices quoted are subject to current sales and use taxes. Any increase or enactment of new sales, use, excise or similar taxes shall be for the account of Customer.
3. The prices quoted above are based upon the quantities, sizes and operating conditions as listed above. Any changes in quantities, sizes or operating conditions of the system will void this quotation and a new quotation will be issued on the basis of changed information or operating conditions. Any projects that are booked and in progress that require changes in the quantities, sizes and/or operating conditions that differ with this quotation will be subject to pricing changes based upon new data related to the project.
4. In the case of unusual or non-typical pipe variations the customer will be subject to additional costs.
5. The base price quoted is the minimum charge for the number of days allowed and is not subject to pro-ration for work completed early. Time on site for calculating the base period and the additional days commences the day the technician or equipment are on the job site, and ends when equipment leaves the job site or customer's custody. Any additional days the equipment is on the job site will be paid by Customer at the per day charge quoted. When jobsite or travel days fall on weekends or holidays, the price quoted will be increased according to the job value.
6. **Rangeline** shall not be held liable for any back charges without prior written consent of **Rangeline**. **Rangeline** does not guarantee that the placement of the Line Stop head(s) into the pipe system the first time will provide a "Workable" shutdown. In the event it is necessary for **Rangeline** to remove the Line Stop head and replace a seal and make any adjustments to the head/equipment such activity shall not be considered a delay of work at the job site.
7. **Rangeline** makes every effort to ensure "OSHA" safe working conditions for its employees. Customer agrees and shall provide **Rangeline** employees with safe working conditions prior to entering the work place.
8. **Rangeline** cannot take responsibility for actions other than its own employees. **Rangeline** will be liable and will hold Customer harmless from the compensatory but not consequential damages caused solely by defect in **Rangeline's** equipment or caused solely by the negligence of **Rangeline** employees in the operation of the equipment. All other losses, costs, expenses, liability, or damages arising from or connected with the performance of the work will not be the responsibility of **Rangeline** and customer will indemnify and hold **Rangeline** harmless there from.
9. **Rangeline** makes no warranty on any purchased products. Please refer to manufacturer for details on warranty.
10. Manufacturers of Valve Inserts do not guarantee a 100% shutdown. **Rangeline** cannot exceed the Manufacturers' guarantee of valve performance. We install all valve inserts as per manufacturers' specified procedures. NOTE: Valve Inserts are not designed to be pressure tested against. A 30% restocking fee will be assessed for all returned Valves.
11. In the case of unusual line stopping conditions, **Rangeline** may require an owner of the piping system or their representative to be present during the pressure testing of materials and insertion of the Line Stop into their system
12. **Rangeline** will provide Tapping and Line Stopping equipment and a technician to operate equipment. Customer is responsible for providing all other equipment, supervision and labor necessary to complete the work including inspection, testing, safety and control equipment, lifting and moving equipment, etc.
13. Customer shall pay for all costs and expenses incurred by **Rangeline** because of rescheduling or cancellation by the customer.
14. In regards to concrete pipe only, the condition of the interior mortar lining may adversely affect the percentage of the amount recovered during tapping operation. **Rangeline** cannot be held responsible for any unforeseen, and or diminished conditions of such pipe.
15. All Tapping Sleeves & Line Stop materials fabricated for PCCP & RCP pipes are non returnable once fabricated. The customer is responsible for the accumulated costs of the materials, freight and sales tax for all these items once ordered. These materials are custom ordered and "NON RETURNABLE"
16. The supply of bid and or performance bonds is excluded. We supply these bonds only when specifically stated on the quotation.
17. Any invoice unpaid for more than 30 days will be subject to the maximum finance charges allowed by applicable state law. **Rangeline** does not allow retainage on any invoices.
18. Clerical errors are subject to correction.
19. Notwithstanding these terms and conditions or any amendments thereto or terms and conditions of the customer who may be deemed part of this agreement, **Rangeline** shall not be held liable for any losses, costs, expenses, liability or damages arising from or connected with the performance of the work not covered by **Rangeline's** liability insurance in effect at the time of such loss, etc., and Customer shall hold **Rangeline** harmless for any loss, etc., in excess of coverage. **Rangeline** will provide Customer a certificate of its liability insurance upon request.
20. In the event it becomes necessary for **Rangeline** to retain legal counsel to enforce its rights the customer agrees that it shall be responsible for payment of all reasonable attorney's fees, expenses and costs incurred.
21. **Rangeline** shall not be held liable for any pipe which breaks or leaks as a result of material installation, tapping pipe, line stopping pipe or completion of line stop fitting. **Rangeline** follows all material manufacturers' installation procedures and operates all equipment to manufacturer's standards and cannot be held responsible for pipe which fails during the Tapping and Line Stopping operation.
22. **Rangeline** will take all means available to capture the pipe coupon. Pipe integrity, flow rates and other unknowns at the time of the Wet/Hot Tapping operation can be contributing factors. Therefore, **Rangeline** cannot be responsible for any lost or pieces of coupons which do not come out after the tap is performed.

Customer

Rangeline

Signature _____

Signature _____

Customer acknowledges and accepts all information regarding supplied quotation.

Rangeline Tapping Services, Inc.
Main Office ♦ (800) 346-5971

7256 Westport Place, Suite A
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Conroe, TX 77306
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FLORIDA DESIGN
CONTRACTORS

Wednesday, September 20, 2017

Brian Foulkes
Tetra Tech
201 E. Pine St.
Orlando, FL 32801

Re: City of Daytona Beach - Westside RWRf Demonstration Testing System
Subject: Cost Proposal No. 02 – Wetwell Liner Repairs

Dear Mr. Foulkes:

Florida Design has developed a cost proposal in response to City of Daytona Beach's directive to seal the specified wet well openings and seams as detailed in the attached email, provided by the City.

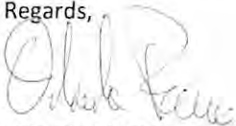
The above referenced proposal for the amount of \$3,272.85 includes furnishing all necessary labor, materials, tools, equipment, and supervision required for the items of work shown in Florida Design Proposal Summary attached herein.

We have attached a detailed Proposal Summary to further define our scope of work. Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary, and are specifically excluded from this proposal.

At this time, you are requested to issue a Construction Directive so we may proceed with the work identified in our Proposal Summary.

Should you have any questions concerning this matter, please feel free to contact me at my office.

Regards,



Orlando Rivera
Sr. Project Manager
Florida Design Contractors

Enclosed: FDC Cost Proposal No. 02 – Summary
Vendor Proposals
File: FDC Project 1385 - Cost Proposals



FLORIDA DESIGN CONTRACTORS

1326 S. Killian Drive
 Lake Park, FL 33403
Civil & Environmental Contractors

NO. : COST PROPOSAL
 001

PROJECT NAME:	Westside RWRP Demonstration Testing System	DATE:	September 20, 2017
LOCATION:	City of Daytona Beach	DRAWING NO.:	
OWNER:	City of Daytona Beach - Utilities	SPEC. SECTION:	N/A
ENGINEER:	Tetra Tech		

REFERENCE: TIME & MATERIAL: REQUEST FOR PROPOSAL: X

DESCRIPTION: *Furnish all necessary labor, materials, tools, equipment, and supervision required for the scope described in the attached email. The following proposal is in response to City of Daytona Beach's directive to proceed with the attached scope of work to weld certain penetrations and seams in the wetwell liner.*
 Notes:
 1. Please see attached email from Wayne Tuner defining their scope of work.

PRICING INFORMATION

	SKILL/TRADE	MAN-HOURS	RATE	COST	
1. DIRECT LABOR	Welder	MH	\$ 70.00	\$ -	
	Unskilled	MH	\$ 40.00	\$ -	
	Skilled	MH	\$ 45.00	\$ -	
	Operator	MH	\$ 49.00	\$ -	
	Foreman	MH	\$ 55.00	\$ -	
	Superintendent	MH	\$ 85.00	\$ -	
	Project Engineer	MH	\$ 90.00	\$ -	
	Project Manager	2 MH	\$ 110.00	\$ 220.00	
	Time Increase		DAYS	\$ 550.00	NO CHARGE
	1.1 GENERAL LABOR:				
1.2 FIELD ENGINEERING:					
1.3 DAILY GENERAL CONDITIONS					
			SUBTOTAL (1)	\$ 220.00	
OVERHEAD & PROFIT			10%	\$ 22.00	
			TOTAL (1)	\$ 242.00	

	DESCRIPTION	WEEKS	UNIT PRICE	COST
2. MATERIALS AND EQUIPMENT	Crane Truck		\$3,000.00	\$ -
	Excavator		\$2,300.00	\$ -
	Loader		\$2,000.00	\$ -
	Core Drill		\$1,000.00	\$ -
	Backhoe		\$1,500.00	\$ -
	Bobcat		\$800.00	\$ -
	Compactor		\$450.00	\$ -
	2.1 EQUIPMENT:			
2.2 MATERIAL	MATERIAL	UNITS NOTED		
		/s	\$	-
		/s	\$	-
		/s	\$	-
		/s	\$	-
		/s	\$	-
		/s	\$	-
		/s	\$	-
2.3 DIRECT COSTS:				
			SUBTOTAL (2)	\$ -
OVERHEAD & PROFIT			10%	\$ -
SALES TAX			INCLUDED	\$ -
			TOTAL (2)	\$ -

3. SUBCONTRACTORS	DESCRIPTION OF WORK	COST
Turner Lining Co.	Liner Welding (including taxes)	\$ 2,886.53

OVERHEAD & PROFIT	SUBTOTAL (3)	\$ 2,886.53
	5%	\$ 144.33
	TOTAL (3)	\$ 3,030.85
	TOTAL (1)+(2)+(3)	\$ 3,272.85
	Bonds & Insurance	0.0%
Permits	INCL	\$ -
	GRAND TOTAL	\$ 3,272.85

By: _____ By: _____ By: _____
 Engineer (Authorized Signature) Owner (Authorized Signature) Florida Design Contractors, Inc.
 Date: _____ Date: _____ Date: _____



Invoice

Turner Lining Co.,LLC
 2998 Jacqueline Circle
 DeLand, FL 32720
 386-736-7015

DATE	INVOICE #
9/30/2017	17-2745
PO #	Orlando R
Customer #	FDC
Sales Contract	

BILL TO:
Florida Design Construction 1326 S. Killian Drive West Palm Beach, FL 33403

REFERENCE:	
Quote #	
Project	Westside Regional WRF
Location	Daytona Beach
Contractor	Florida Design Construction

DESCRIPTION	QTY	Unit	Price	Amount
Mobilization, Labor and Material to weld the Agru HDPE liner in the 96" dia Wet Well 3 seams + top slab seam Fabricated and installed Electrical bank of couplings Fabricated and installed 2" drain Sealed incoming gravity pipes and installed vent discussion. All welds were spark tested and passed Onsite contact was David Beavan for FDC	1	LS	\$ 2,723.14	\$2,723.14
SUBTOTAL				\$2,723.14
Sales Tax				\$177.00
Shipping				\$0.00
AMOUNT DUE				\$2,900.14

Thank you for your business it is a pleasure to serve you!

Terms: Net 30 days
 1.5% per month for past due inv

REMIT TO
Payable to: Turner Lining Co. 2998 Jacqueline Circle DeLand , FL 32720 office: 386-736-7015 cell: 386-804-1898 fax 386-277-1330



Invoice

Turner Lining Co.,LLC
 2998 Jacqueline Circle
 DeLand, FL 32720
 386-736-7015

DATE	INVOICE #
9/30/2017	17-2745
PO #	Orlando R
Customer #	FDC
Sales Contract	

BILL TO:
Florida Design Construction 1326 S. Killian Drive West Palm Beach, FL 33403

REFERENCE:
Quote #
Project Westside Regional WRF
Location Daytona Beach
Contractor Florida Design Construction

DESCRIPTION	QTY	Unit	Price	Amount
Mobilization, Labor and Material to weld the Agru HDPE liner in the 96" dia Wet Well 3 seams + top slab seam Fabricated and installed Electrical bank of couplings Fabricated and installed 2" drain Sealed incoming gravity pipes and installed vent discussion. All welds were spark tested and passed Onsite contact was David Beavan for FDC	1	LS	\$ 2,723.14	\$2,723.14

SUBTOTAL	\$2,723.14
Sales Tax	\$177.00
Shipping	\$0.00
AMOUNT DUE	\$2,900.14

Thank you for your business it is a pleasure to serve you!

Terms: Net 30 days
 1.5% per month for past due inv

REMIT TO

Payable to:	Turner Lining Co. 2998 Jacqueline Circle DeLand , FL 32720 office: 386-736-7015 cell: 386-804-1898 fax 386-277-1330
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FLORIDA DESIGN
CONTRACTORS

Tuesday, September 26, 2017

Brian Foulkes
Tetra Tech
201 E. Pine St.
Orlando, FL 32801

Re: City of Daytona Beach - Westside RWRP Demonstration Testing System
Subject: Cost Proposal No. 03 – Crom Tank Modifications and Pipe Replacement

Dear Mr. Foulkes:

Florida Design has developed a cost proposal in response to City of Daytona Beach's request for proposal to replace and properly support a new 4" Ductile Iron Pipe run at the existing CROM tank, east of our project site.

The above referenced proposal for the amount of \$35,028.25 includes furnishing all necessary labor, materials, tools, equipment, and supervision required for the items of work shown in Florida Design Proposal Summary attached herein.

We have attached a detailed Proposal Summary to further define our scope of work. Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary, and are specifically excluded from this proposal. At this time, please note that a time extension is not being requested herein as we understand this work is to be concurrent with other activities. However, if the need arise, Florida Design shall evaluate the need for a request of additional time in accordance with the Contract.

At this time, you are requested to issue a Construction Directive so we may proceed with the work identified in our Proposal Summary.

Should you have any questions concerning this matter, please feel free to contact me at my office.

Regards,


Orlando Rivera
Sr. Project Manager
Florida Design Contractors

Enclosed: FDC Cost Proposal No. 03 – Summary
Vendor Proposals
File: FDC Project 1385 - Cost Proposals



FLORIDA DESIGN CONTRACTORS

1326 S. Killian Drive
Lake Park, FL 33403
Civil & Environmental Contractors

NO. COST PROPOSAL
003

PROJECT NAME:	Westside RWRF Demonstration Testing System	DATE:	September 26, 2017
LOCATION:	City of Daytona Beach	DRAWING NO.:	
OWNER:	City of Daytona Beach - Utilities	SPEC. SECTION:	N/A
ENGINEER:	Tetra Tech		

REFERENCE: TIME & MATERIAL: REQUEST FOR PROPOSAL: X

DESCRIPTION: Furnish all necessary labor, materials, tools, equipment, and supervision required for the scope described in Crom LLC's quote 17-207. This includes furnishing and install the 4" DIP, Fittings, Supports, and hardware to replace the existing Sch. 80 Pipe. Additionally, the scope includes adding (6) appropriately sized wall bosses for the supports to mount against.

Notes:
 1. Wall coatings will closely match the adjacent surface.
 2. DIP Coating will be as specified in Division 9 - System 19 - Sherwin Williams.
 3. A Continuous supply of (1) 100 AMP, 110/220 volt service will be required to be provided by the city.
 4. Final location of pipe will be located North of the access ladder. Also, note that neither labor nor material are included herein if FDC needs to disassemble and reinstall the buried 4" piping. We understand that Crom will tie-in to our already installed pipe at the same location.
 5. Note that a time extension has not been requested herein as we understand this work is to be concurrent with other activities. However, if the need arise, FDC shall request additional time in accordance with the Contract.

PRICING INFORMATION

	SKILL/TRADE	MAN-HOURS	RATE	COST	
1. DIRECT LABOR	Welder	MH	\$ 70.00	\$ -	
	Unskilled	MH	\$ 40.00	\$ -	
	Skilled	MH	\$ 45.00	\$ -	
	Operator	MH	\$ 49.00	\$ -	
	Foreman	MH	\$ 55.00	\$ -	
	Superintendent	16	MH	\$ 85.00	\$ 1,360.00
	Project Engineer	2	MH	\$ 90.00	\$ 180.00
	Project Manager	8	MH	\$ 110.00	\$ 880.00
	Time Increase	TBD	DAYS	\$ 550.00	NO CHARGE
		SUBTOTAL (1)			\$ 2,420.00
	OVERHEAD & PROFIT			10%	
	TOTAL (1)			\$ 2,662.00	

	DESCRIPTION	WEEKS	UNIT PRICE	COST
2. MATERIALS AND EQUIPMENT	Crane Truck		\$3,000.00	\$ -
	Excavator		\$2,300.00	\$ -
	Loader		\$2,000.00	\$ -
	Core Drill		\$1,000.00	\$ -
	Backhoe		\$1,500.00	\$ -
	Bobcat		\$800.00	\$ -
	Compactor		\$450.00	\$ -
2.B MATERIAL	MATERIAL	UNITS NOTED		
		ls	\$	-
		ls	\$	-
		ls	\$	-
		ls	\$	-
		ls	\$	-
		ls	\$	-
2.C DIRECT COSTS:	OVERHEAD & PROFIT			SUBTOTAL (2)
	SALES TAX			10%
				INCLUDED
				TOTAL (2)

3. SUBCONTRACTORS	DESCRIPTION OF WORK	COST
Crom Coatings and Repairs	Addition of concrete bosses, pipes, and coatings as described in Proposal 17-207.	\$ 30,825.00

OVERHEAD & PROFIT	SUBTOTAL (3)	\$ 30,825.00
	5%	\$ 1,541.25
	TOTAL (3)	\$ 32,366.25
	TOTAL (1)+(2)+(3)	\$ 35,028.25
	Bonds & Insurance	0.0%
Profits	INCL	\$ -
	GRAND TOTAL	\$ 35,028.25

By: Engineer (Authorized Signature) Date: 10/12/17

By: Owner (Authorized Signature) Date: 10/12/17

By: Florida Design Contractors, Inc. Date: 10/12/17



August 28, 2017
REVISED September 25, 2017

PROPOSAL 17-207 - REVISED

**ADD 4" D.I.P. EXTERIOR PIPE AND STAINLESS STEEL WALL BRACKETS
5,000,000-GALLON REUSE WATER STORAGE TANK
DAYTONA BEACH, FL**

CROM Coatings and Restorations ("CCR"), a Division of CROM, LLC, proposes to provide labor and material for the modification of the prestressed concrete tank for Florida Design Contractors, Inc., 1326 S. Killian Drive, West Palm Beach, Florida 33403 ("Client"). All work will be completed in accordance with all applicable codes and standards including OSHA, AWWA, ACI and standard prestressed concrete tank design.

1. DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED DATA

The "Client" or a duly authorized representative, is responsible for providing CCR with a clear understanding of the project nature and scope as is reasonably known to the Client. The Client shall supply CCR with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow CCR to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

Prior to starting work, CCR will request from Client data reasonably required for submittal purposes for the modification of the aforementioned storage tank including any available computations, detailed drawings, and specifications. If, in the opinion of CCR, adequate data is not available or is incomplete, Client will be informed and arrangements made for creation of needed data. CCR will not perform engineering studies or perform work requiring professional engineering duties but will assist Client in obtaining such services.

2. COMMENCEMENT AND COMPLETION

Upon your execution of this proposal, CCR will be prepared to start work 4 weeks after approval of our submittal information; and will undertake to furnish sufficient labor, materials, and equipment to complete the work within approximately 1 week working time thereafter.

In the event Client desires to execute a separate agreement, such agreement shall include this proposal and all the conditions herein unless both parties agree in writing to specifically omit any condition, in writing, specifically referencing the omitted condition(s).

In the event that CCR cannot start the job by DECEMBER 31, 2017 because of delays of any nature which are caused by the Client or other contractor employed by him or other circumstances over which CCR has no control, then the contract price may be renegotiated to reflect any increased costs.

INFRASTRUCTURE REPAIR SPECIALISTS

250 S.W. 36TH TERRACE • GAINESVILLE, FLORIDA • 32607-2889
PHONE 352-372-3436 • FAX 352-548-3349 • www.cromcorp.com

3. INSURANCE

CCR represents and warrants that it and its agents, staff and Consultants employed by it is and are protected by worker's compensation insurance and that CCR has such coverage under public liability and property damage insured policies which CCR deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance CCR agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by CCR, its agents, staff and consultants employed by it. CCR shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save CCR harmless for loss, damage or liability arising from acts by Client, Client's agent, staff and other consultants employed by Client. Any bond requirement(s) by Client will carry an additional cost unless the parties agree otherwise.

4. SERVICES TO BE FURNISHED BY CROM COATINGS AND RESTORATIONS

CCR proposes to furnish all supervision, labor, material, equipment, scaffold and forms required to complete the work, except as noted in Paragraph 5. The services to be furnished by CCR are specifically listed and are performed on the exterior of the tank wall:

This scope of work is to be performed on the following tank:

- 5,000,000-Gallon Reuse Water Storage Tank
3651 LPGA Blvd., Daytona Beach, Florida 32124
CROM Job No. 1991-M-049
- a. Provide and install approximately 42' of 4" FLG x FLG ductile iron pipe, one 4" x 45° elbow, one 4" x 90° elbow, one 4" FLG x FLG tee, gasket kits with 316 grade stainless steel bolts.
- b. Install 6 appropriately-sized thickened wall bosses to mount 6 manufactured 316 grade stainless steel wall supports for the 4" D.I.P.
- c. Apply wall coating (to closely match adjacent surfaces) to the wall bosses.
- d. Apply D.I.P. coating as specified in Division 9 – System 19 – Sherwin Williams.

5. MATERIALS AND SERVICES FURNISHED BY CLIENT OR OTHERS

It is understood that the following services shall be provided by others without expense to CCR:

- a. Client will grant or obtain free access to the site for all equipment and personnel necessary for CCR to perform the work set forth in this Proposal. The Client will notify any and all processors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- b. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. CCR will take responsible precautions to avoid known subterranean structures, and the Client waives any claim against CCR, and agrees to defend, indemnify, and hold CCR harmless from any claim or liability

for injury or loss, including costs to defend, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate CCR for any time spent or expenses incurred by CCR in defense of any such claim with compensation to be based upon CCR's prevailing fee schedule and expense reimbursement policy.

- c. A continuous supply of potable water under minimum pressure for the use of the CCR crew within 100 feet of the tank site.
- d. A suitable container, conveniently located to the work, for disposal of debris generated during the course of this agreement.
- e. A continuous supply of electricity during the period of work: one 100-AMP, 110/220-volt service for the operation of our power tools and accessories, located not more than 100 feet from the tank. Please be sure that all circuit breakers are ground-fault protected. If it is necessary for CCR to supply its own electric power, add \$500.00 per week to the contract amount.
- f. Any permit or other fees from any AHJ as may be required for the work including but not limited to all connect/disconnect, impact and building/construction fees.
- g. Cleaning the exterior of the tank and accessories.
- h. All professional engineering services.

6. BACK CHARGES AND CLAIMS FOR EXTRAS

No claim for extra services rendered or materials furnished will be valid by either party unless written notice thereof is given during the first ten days of the calendar month following that in which the claim originated. CCR's claims for extras shall carry 30% for overhead and 10% for profit.

7. DELAYS

It is agreed that CCR shall be permitted to prosecute work without interruption. If delayed at any time for a period of 24 hours or more by an act or omission of the Client, the Authority Having Jurisdiction (AHJ), any representative, agents or other contractors employed by Client, or by reason of any changes ordered in the work, CCR shall be reimbursed for actual additional expense caused by such delay, and loss of use of our equipment, and 30% for overhead.

LIMITATION ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL - TO THE EXTENT PERMITTED BY LAW, AN EMPLOYEE, AGENT, DESIGN PROFESSIONALS, OR ENGINEERS EMPLOYED BY CCR SHALL NOT BE INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF EMPLOYMENT WITH CCR UNDER THIS PROPOSAL TO AN OWNER, CONTRACTOR, SUBCONTRACTOR, OR TO ANY THIRD PARTY CLAIMING BY AND THROUGH THESE PARTIES.

8. RISK ALLOCATION

Client agrees that CCR's liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or CCR's fee, whichever is greater. Client agrees that the foregoing limits of liability extend to all of CCR's employees and professionals who perform any services for Client. If Client prefers to have higher limits on general or professional liability, CCR agrees

to increase the limits up to a maximum of \$1,000,000.00 upon Clients' written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

9. ASSIGNMENT AND THIRD PARTIES

Neither the Client nor CCR may delegate, assign, sublet or transfer their duties or any interest in this Proposal without the written consent of the other party. Both parties agree there are no intended third-party beneficiaries to this Proposal including other contractors or parties working on the project, or, if necessary, a surety of CCR.

10. LABOR

This proposal is predicated on open-shop labor conditions, using our own personnel. If we are required to employ persons of an affiliation desirable to the Client or other contractor employed by him or the general contractor thereby resulting in increased costs to us, the contract price shall be adjusted accordingly. Such requirement shall not provide that CCR sign a contract with any labor organization. In the event of a labor stoppage, we shall not be in default or be deemed responsible for delay of the progress of this contract or damage to the Client or the contractor so long as CCR has sufficient qualified employees available to perform the work.

Our proposal is based on our crew performing our Scope of Work in accordance with our standard safety program. If any additional safety requirements are placed on us (not required by OSHA) such as: site training, additional safety equipment or permit required confined space, the cost for such additional requirements plus 30% for overhead shall be reimbursed to us.

11. QUOTATION

We are prepared to carry out this work in accordance with the foregoing for the lump sum price of:

MOBILIZATION	\$ 3,750.00
COAT 4" D.I.P. DIV. 9 SYSTEM 19 SW	\$ 3,500.00
PROVIDE AND INSTALL 4" PIPE	<u>\$23,575.00</u>
TOTAL:	\$30,825.00

Periodic and final payment, including any retention, shall be made within **30 days** from the date our work is completed or the billing is received, or in accordance with applicable state Prompt Payment law, whichever is earlier, and is to be received by us in our accounting office at 250 SW 36th Terrace, Gainesville, Florida 32607. Final payment shall not be held due to delays in testing. Payment not received by that date will be considered past due and will be subject to a late payment charge of 1 1/2 % per calendar month, or any fraction thereof until received in our office. **Credit card payments will be processed at the billing rate plus 3.5%.**

If CCR does not receive payment within 7 days after such payment is due, as defined herein, CCR may give notice, without prejudice to and in addition to any other legal remedies, and may stop work until payment of the full amount owing has been received. The Proposal Amount and Time shall be adjusted by the amount of CCR's reasonable and verified cost of shutdown, delay, and startup, which shall be effected by an appropriate change order.

Any reasonable legal or other expense necessary for the enforcement of this Proposal or for the collection of monies due shall be borne by the party at fault. If sales tax is excluded from our price, or on materials contained in our price, in accordance with project specifications, such exclusion is subject to receipt of adequate tax exemption documents from you or the project owner prior to commencement of Work to allow for our application of same. If proper tax exemption documentation is not received or is not adequate to provide exemption, we reserve the right to receive reimbursement of all sales tax CCR is obligated to pay due to the tardiness, lack of, or inadequate exemption documentation on behalf of you or the owner.

12. ARBITRATION/DISPUTE RESOLUTION AND VENUE

Any controversy or claim relating to the contract between us shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment by the arbitrator(s) may be entered in any court having jurisdiction. The claim will be brought and tried in judicial jurisdiction of the court of the state and county where CCR's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other claim related expenses the venue for any litigation under this Agreement shall be in Alachua County, Florida. If CCR engages an attorney for the collection of the amounts due from the Client, the Client shall pay CCR its reasonable attorney's fees and costs through any appeal. The laws of the State of Florida will govern the validity of these terms, their interpretation and performance. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

13. CHANGES IN SCOPE AND LIMITATIONS

If the Client wishes to have CCR perform any additional repairs or remediation of the tank or accessories, it shall authorize such work in writing and pay CCR its standard charges for such work.

It is agreed that CCR shall not be responsible for any consequential, special or delay damages. CCR does not assume responsibility for differing, latent or concealed conditions, which differ materially from those indicated in the subcontract/Contract documents or from those ordinarily found to exist and not inherent in the Work, including but not limited to weather, and not caused by CCR's fault or negligence.

14. TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall be effective if that substantial failure has been redeemed before expiration of the period specified in the written notice. In the event of termination, CCR shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months prior to completion of all work contemplated by the proposal, CCR may complete such analyses and records as necessary to complete their files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of CCR in completing such analyses, records and reports if necessary.

15. GUARANTEE

CCR will guarantee its workmanship and materials on its work covered in this Proposal for a period of one year after completion of its work. Prior to leaving the location, CCR personnel will perform a walk through

with the responsible party overseeing our work for the Client. In case any defects in CCR's workmanship or materials appear within the one-year period after completion and acceptance of CCR's work, CCR shall promptly make repairs at its own expense upon written notice by the Client that such defects have been found. CCR's guarantee is limited to defects in CCR's workmanship and materials and CCR is not responsible for ordinary wear and tear or for damage resulting from negligent or inappropriate use or lack of maintenance.

If a bond is required for the Scope of Work included in this contract, CCR will furnish a one-year Performance and Payment Bond. The cost of this bond is not included in our price. Please add \$9.00 per \$1,000 of contract value.

16. ACCEPTANCE

This proposal is offered for your acceptance within **30 DAYS** from the proposal date. We reserve the right after that period to amend our bid to reflect our changing construction schedules and materials and labor rate changes. The return to this company of a copy of this proposal with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This proposal shall be made a part of any subcontract agreement or purchase order.

Sincerely,

CROM COATINGS AND RESTORATIONS



Clint Jenkins
Division Vice President



Robert G. Oyenarte, P.E.
Division President

/snj

ACCEPTED BY CLIENT:

PRINT: _____

TITLE: _____

DATE: _____

