

Florida Aquastore

4722 N.W. Boca Raton Blvd., Suite C-102, Boca Raton, Florida 33431

Phone: (561) 994-2400

Fax: (561) 994-2444

PROPOSAL AND CONTRACT

TO: Terry Southard
Operations Manager

DATE: December 16, 2021

Indian River County Utilities
4350 41st Street
Vero Beach, FL 32960
Email: tsouthard@ircgov.com
Phone: 772-226-3404

PROJECT: North Beach RO Water Tanks
MODEL 8419 CFWT
MIP 899006

TERMS: **100% Upon Completion**

QTY	We are pleased to quote you on the following work for acceptance within 60 days:	UNIT PRICE	EXTENSION
1	Mobilization Remove bottom ring panel to facilitate access to the interior for scaffolding during repairs. Reinstall bottom ring panel using new fasteners after scaffolding is removed and coat interior seams of panel with CIM to re-establish panel edge protection.		
1	<p><u>Floor Coating Repair</u></p> <ul style="list-style-type: none"> • Remove all loose coating and “Pop” the bubbles using a 40,000 PSI UHP washer • Abrade existing coatings that are not removable with grinders and wire wheel equipment to obtain a mechanical bond • 1st full coat of TNEMEC 260 Clear Bonding Primer at 5.0 to 7.0 MDFT • Stripe coat on all corners and sharp edges with TNEMEC 262 Elasto Shield at 10.0 to 15.0 MDFT • 2nd full coat of TNEMEC 262 Elasto Shield Series at 20.0 to 30.0 MDFT • 3rd full coat of TNEMEC 262 Elasto Shield Series at 20.0 to 30.0 MDFT • Remove and dispose of all used abrasives with container as per local, State and Federal regulations <p>Estimated Working Days: 15 days</p>		\$174,800
1	<p><u>Reseal of Exterior and Interior of tank</u></p> <ul style="list-style-type: none"> • Materials and labor to scrape and power wire brush all interior sidewall panel edges to clean metal. Re-caulk all interior sidewall panels’ edges with CIM 1061 • Materials and labor to scrape and power wire brush tank exterior sidewall panel edges to clean metal. Re-caulk all exterior sidewall panel edges with Manus Sealer 		

	<ul style="list-style-type: none"> • Replace existing damaged ladder with one (1) Premium OSHA approved exterior aluminum rail and rung ladder assembly with galvanized steel safety cage, lockable hoop entry and safety swing gate at all-ladder access points, including rest platforms. Compliant with the following: OSHA 1910, AWWAD103-19, ASCE 7-16 Section 4.5.4, CCR Title 8 Section 3277 • Replace Faded Tank Decals with new one • Materials and labor to scrape and power wire brush nozzle and manway to clean metal. Re-coat with two-part epoxy CIM or similar • Materials and labor to scrape and power wire brush dome angle to clean metal. Re-coat with two-part epoxy • Freight to the Jobsite <p><u>Estimated Working Days: 30 – 35 working days</u></p> <p>Total:</p> <p>NOTE 1: To facilitate work, the tanks must be drained & cleaned out by the Purchaser prior to the arrival of our personnel. The tank floor and wall must be sufficiently clean to allow work (no accumulated sediment). No standing water, sediment, or sludge shall remain on the tank floor upon arrival of FA personnel.</p> <p>NOTE 2: Mobilization to cover travel to and from site from our Boca Raton office will be charged for each trip. Mobilization will be charged and invoiced to the Purchaser if Purchaser cancels the inspection unless FA is notified at least 72 hrs. prior to the scheduled arrival of FA personnel.</p> <p>NOTE 3: Price is valid for acceptance for 60 days from the date of this Proposal.</p>		<p style="text-align: right;"><u>\$136,325</u></p> <p style="text-align: right;">\$311,125</p>

Accepted for the purchaser: _____

Date: _____ 20_____

Submitted by _____
 Marcelo Sicuro

GENERAL TERMS AND CONDITIONS

1. Equipment location and staking, including plant orientation, influent and effluent location is the responsibility of the Purchaser and/or his engineer.
2. The elevation of equipment above or below grade must be determined by the Purchaser and/or his engineer and entered upon the approved drawings. Purchaser is responsible for establishing a benchmark at site for Florida Aquastore's (F.A.) erection crew.

3. Purchaser agrees to provide a clear level work area a maximum of 6' of below the tank finished floor elevation and minimum of 10' beyond the radius of the tank. Prior to starting erection, any obstruction in the work area, such as excavations, overhead lines, fences, trees, shrubbery, etc., shall be removed by and at the expense of the Purchaser. The Purchaser shall keep the site properly drained and free from surface water during erection, and until the work has been completed and accepted. The site and site access shall be capable of supporting a crane up to and including a 50 ton capacity and other erection equipment. Any fill or dewatering necessary to accomplish the above, or additional costs of oversized or special equipment required due to poor site conditions, will be the responsibility of the Purchaser. Site leveling, grading, etc. after erection shall be the responsibility of the Purchaser. F.A. shall be responsible for site cleanup and removal of trash, scrap materials, etc. left from F.A. erection work.

4. Purchaser agrees to provide site access and site working area capable of supporting the delivery trucks (70,000 to 75,000 pounds gross weight.) Purchaser agrees to maintain site access and working area, daily if required, to allow F.A. erection crew to perform work during all weather conditions. Should F.A. have to stop or delay work due to Purchaser's failure to prepare or maintain site or access to site, Purchaser agrees to compensate Florida Aquastore for costs incurred. Purchaser further agrees that Florida Aquastore shall be indemnified and held harmless from all loss or damages resulting from delays of job progress that are directly or indirectly a result of Purchaser's responsibility.

5. Florida Aquastore's erection personnel are non-union, and all work will be done by non-union personnel. In case of interference in erection work due to labor problems by persons not employed by F.A. or the imposition of requirements concerning labor, working conditions wage rates, etc., which were not clearly defined prior to F.A.'s acceptance of the erection job, F.A. shall have the right to stop work without prejudice or resolve. If additional costs are incurred by F.A. due to such conflict, the Purchaser hereby agrees to reimburse F.A. for the additional costs incurred.

Work hours by Florida Aquastore at the site shall be as determined by F.A. The Purchaser shall not define working hours, number of work days per week or prohibit F.A. from working evenings, weekends, holidays, etc. when deemed to be advisable by F.A.

6. INSURANCE

During the period of erection of the equipment contemplated herein, F.A. will maintain Insurance per our certificate of insurance as follows.:

- a. Worker's Compensation and Employer's Liability - \$1,000,000
- b. General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate
- c. Automobile Liability - \$1,000,000
- d. FONDO - Puerto Rico's Workers' Comp Insurance - For Puerto Rico Projects only

The customer shall be liable for providing Builder's Risk Insurance and/or All Peril Insurance to protect contractor from any and all occurrences beyond the scope of their work. Coverage shall include but not be limited to fire, theft, vandalism, wind, flooding, hurricanes, earthquakes, etc. or any and all other acts of god not specifically described above. Customer agrees to reimburse Florida Aquastore for any and all costs not covered by All Peril or Builder's Risk Insurance.

7. UNLOADING OF EQUIPMENT

Purchaser is responsible for unloading of equipment, which is to be erected by F.A. within 20' of the tank site, and for unloading any equipment or accessories shipped to Purchaser for his installation that is not a part of this contract..

8. PURCHASER ACCEPTANCE OF ERECTED EQUIPMENT

When erection of the equipment nears completion, F.A. shall give Purchaser seventy-two (72) hours verbal notice that the equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two (72) hours notice, an authorized agent to meet at the site with F.A. erection personnel, to inspect the erected equipment and accept same for/on behalf of the Purchaser. Any back ordered items not installed at the time shall be listed on the "Acceptance Agreement" with the written understanding that F.A. is responsible for installing the subject equipment. Back ordered items shall be received by the Purchaser at the "back ordered address" previously provided and stored until the F.A. installation is scheduled.

9. PREPARATION FOR STARTUP OF ERECTED EQUIPMENT

Upon completion of erection, F.A. shall inform the Purchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparation for which he is responsible, such as: influent and effluent connections, installation of the required electrical power and supply and circuitry, filling tanks with clean water for testing and startup, etc. If any deficiencies in materials or workmanship by F.A. are discovered by the Purchaser while performing this work, the Purchaser shall immediately notify F.A. so that corrective action can be taken.

10. SECURITY AND PROTECTION OF EQUIPMENT

Purchaser is responsible for security of equipment stored on his site after delivery, and for any back ordered material delivered to Purchaser after departure of F.A. erection crews. F.A. shall not be responsible for deterioration, theft, vandalism or damage to equipment, which is stored on site or left inoperative after installation due to delays in startup. Purchaser agrees to be responsible for security and protection of such equipment.

11. BACKCHARGES

Florida Aquastore will accept no backcharges for any reason which have not been approved, prior to any work being performed, in writing by an officer of the company. Purchaser agrees to contact F.A. and receive written authorization prior to incurring any costs related to backcharges.

12. LICENSES AND PERMITS

Unless specifically stated in F.A.'s erection proposal, F.A. is not responsible for licenses, permits or fees required to perform the work defined in the proposal.

13. Purchaser intends that the machinery and equipment made the subject of this contract shall at all times be and remain personally, which is severable from Purchaser's premises. Purchaser hereby grants to Seller a security interest in the product purchased herein, together with all parts, accessories, attachments, additions, and replacements, now or hereafter installed in, affixed to or used in conjunction with said product. Seller shall have all the rights and remedies of the secured party under the Uniform Commercial Code. The security interest of Seller will terminate upon payment in full by Purchaser. In the event Purchaser finances this purchase through someone other than Purchaser, Purchaser agrees to assign the security interest to such financing agency upon receipt by Seller of payment in full.

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

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

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

17.ATTORNEY'S FEES

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

18..TIME DELAYS/CUSTOMS DELAYS

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

19. CANCELLATIONS

Should Buyer cancel the customized engineered order AFTER the equipment has been released to production the buyer will forfeit pre-payments made to date.