

March 7, 2018

Arjuna Weragoda, P.E., Capital Projects Manager
Department of Utility Services
Indian River County
1801 27th Street
Vero Beach, FL 32960

Re: Biosolids Holding Tanks Restoration
Indian River County Landfill, Vero Beach, FL

Dear Mr. Weragoda:

Our office was awarded Purchase Order # 79800-00 to review existing conditions of the Biosolids Holding Tanks at Indian River County Landfill and provide specifications, construction plans, and details for the restoration of the interior walls and ceiling of the three (3) holding tanks. In our review of existing conditions of tank 3, it appears that the work will be limited to cleaning the tank interior, hydro blasting, and application SpectraShield liner system. In order to keep operations functioning, each tank will be cleaned and coated separately, approximately one (1) holding tank each month.

Schulke, Bittle & Stoddard, LLC is recommending Indian River County Utility Department consider awarding a sole source provider contract to Concrete Conservation, Inc. for restoration of the Biosolids Holding Tanks at the Indian River County Landfill. This recommendation is based on the following:

1. Indian River County Utility Department has awarded contracts for the restoration of the headworks at the South and Central Wastewater Treatment Plants. These projects both included a SpectraShield liner system that was installed by Concrete Conservation, Inc. To date the SpectraShield liner system has performed exceptionally well.
2. Concrete Conservation, Inc. is the sole regional manufacturer and installer for the SpectraShield liner system in the State of Florida except for the westernmost portion of the panhandle. Since this project is limited in scope, a general contractor is not necessarily required for coordination and project management. Indian River County Utility Department would have the potential to save by not incurring the profit and overhead costs of a general contractor.

For these reasons, Schulke, Bittle & Stoddard, LLC feels it would be in the best interest of Indian River County Utility Department to award a sole source provider contract for the restoration of Biosolids Holding Tanks at Indian River County Landfill.

Please do not hesitate to contact me should you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to be 'W. Stoddard', with a stylized, cursive-like flow.

William P. Stoddard, Ph.D., P.E.



March 27, 2018

William Stoddard Ph.D. P.E.

Schulke, Bittle & Stoddard, LLC

Re: **Indian River County Bios-solids Tanks**

CCI Quote# Q 18-59

Concrete Conservation, Inc. is pleased to provide the following quotation for the above referenced project.

Scope of Work:

Tank # 1: Hydro-blast & prime interior walls and ceiling, grout where needed followed by installation of SpectraShield Liner System to walls & ceiling. Install 28' of Stainless Steel termination strips where needed.

\$ 64,130.00

Debris removal & cleaning prior to our arrival & following our hydro-blasting. One tank has already been pre-cleaned

\$ 7150.00

Sub total: \$ 71,280.00 Tank 1 Includes one mobilization.

Tank# 2 & 3: Hydro-blast & prime interior walls and ceiling, grout where needed followed by installation of SpectraShield Liner System to walls & ceiling. Install 28' of Stainless Steel termination strips where needed.

\$ 64,130.00 per tank

\$ 128,260.00

Debris removal & cleaning prior to our arrival & following our hydro-blasting.

\$ 25,080.00 per tank

\$ 50,160.00

Sub-total: \$ 178,420.00 Tanks 2 & 3 Includes one mobilization

Grand total: \$ 249,700.00

This quote is subject to the Terms and Conditions attached hereto as Exhibit A. The quote for the Work does not include provisions for, or costs associated with, field measurements, bypassing, night work, flow control, M.O.T., site restoration, water supply, site, permits, temporary roads, access to manholes beyond 65 feet, or any state and local taxes or fees that may be applicable to the Work.

This quote is valid for 90 days. The return of this quote signed by an authorized representative shall constitute acceptance of our offer and the terms and conditions attached hereto.

Invoices will be based on actual field measurements. Payment on invoices shall be made on the terms of net 30 days, and there shall be no retainage. Invoices remaining unpaid for thirty (30) days will bear interest of one and one-half percent (1.5%) per month. All claims for money due or to become due from Purchaser shall not be subject to deduction by Purchaser for any setoff or counterclaim.

CONCRETE CONSERVATION, INC.,**PURCHASER,**By: *Bill Goodman*

Company: _____

Phone: (904) 419-4889

By: _____

Email: bgoodman@spectrashield.com

Its: _____

Date:

Date: _____



Quotation Exhibit A
Standard Terms and Conditions

1. **ACCEPTANCE AND TERMS AND CONDITIONS:** The offer made by Concrete Conservation, Inc., a Florida corporation ("CCI") in the quotation, which is incorporated herein by reference, shall be subject to the terms and conditions stated herein ("Terms and Conditions"). Purchaser accepts CCI's offer by having an authorized representative sign the quotation and returning it to CCI within ninety (90) days of the delivery of the quotation. If CCI's offer is not accepted within ninety (90) days of delivery of the quotation, CCI's offer shall be deemed immediately revoked. Terms and conditions different from or in addition to these Terms and Conditions, whether contained in any acknowledgment or acceptance by Purchaser, or otherwise, will not be binding on CCI without CCI's written consent. CCI's offer in the quotation together with these Terms and Conditions, once timely accepted by Purchaser, shall constitute the agreement ("Agreement") between CCI and Purchaser.
2. **PRICE:** CCI's prices shall be exclusive of all Federal, State, and Local taxes and fees. All applicable taxes and fees arising out of this Agreement will be borne by Purchaser. Provisions for, or costs associated with, bypassing, night work, flow control, M.O.T., site restoration, water supply, vector services, debris removal site, permits, temporary roads, and access to manholes beyond 65 feet are not included in CCI's prices. Purchaser shall be responsible for providing a disposal site for all debris (including but not limited to sand, chipped concrete, old linings, and effluents) during the installation of the SpectraShield® liner system, and, for lift station wet wells and WWTP structures, a bypassed, washed down structure free of sewage and sludge. CCI's prices shall be increased by any additional costs incurred by CCI as a result of any act, error, or omission by Purchaser or anyone acting on behalf of Purchaser which increases the cost of completing the Work or delays completion of the Work.
3. **INVOICES AND PAYMENT:** Invoices will be based on actual field measurements. Payment on invoices shall be made on the terms of net 30 days, and there shall be no retainage. Invoices remaining unpaid for thirty (30) days will bear interest of one and one-half percent (1.5%) per month. All claims for money due or to become due from Purchaser shall not be subject to deduction by Purchaser for any setoff or counterclaim.
4. **LIMITATION OF LIABILITY:** CCI'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY PURCHASER FOR THE GOODS AND/OR SERVICES. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, CCI SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES EVEN IF CCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **DEFAULT:** The following shall be deemed a default ("Default") by Purchaser: (i) failure to make timely payment of amounts due hereunder, and such nonpayment is not cured within five (5) days of notice thereof; (ii) material breach by Purchaser of any of Purchaser's obligations, representations, warranties or covenants under this Agreement, which breach continues for ten (10) days after written notice thereof; (iii) the application by Purchaser for, or consent to, the appointment of a receiver, trustee, liquidator or custodian (or similar official) of Purchaser or all or a substantial part of Purchaser's assets. In the event of a Default, CCI may immediately terminate this Agreement and seek any and all remedies provided in this Agreement, and at law or in equity. The rights and remedies provided in this Agreement to CCI shall not be exclusive and are in addition to any other rights and remedies provided by law and in equity.
6. **NON ASSIGNMENT:** Assignment of this Agreement or any interest in it or any payment due or to become due under it, without the written consent of CCI, will be void. An assignment will be deemed to include not only a transfer of this Agreement or such interest or payment to another party but also a change in control of Purchaser, whether by transfer of stock or assets, merger, consolidation, or otherwise.
7. **TIME:** Time is of the essence of this Agreement.
8. **FORCE MAJEURE:** CCI shall not be required to perform any obligation under this Agreement or be liable to Purchaser for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure, and all time periods will be extended accordingly. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, strikes, casualty, general unavailability of materials, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of CCI.
9. **REMEDIES:** Each of the rights and remedies reserved to CCI in this Agreement shall be cumulative and additional to any other remedies provided in law or equity. No delay or failure by CCI in the exercise of any right or remedy shall affect any such right or remedy and no action taken or omitted by CCI shall be deemed to be a waiver of any such right or remedy.
10. **GOVERNING LAW; JURISDICTION; ATTORNEYS' FEES:** The Agreement will be interpreted under and governed by the laws of the State of Florida without regard to its conflict of law principles. Venue for all actions arising in connection herewith will be deemed exclusively proper in state court in Duval County, Florida or in the federal court for the Middle District of Florida and the parties agree to submit to such jurisdiction and to waive any claim that such courts are an inconvenient forum. Should any Party employ attorneys in any matter arising under this Agreement, the prevailing party shall be entitled to recover and receive from the other party all reasonable costs, charges, and expenses, including attorneys' fees, expert witness fees, appeal fees, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith whether resolved by mediation, negotiation, arbitration, trial or appellate proceedings.
11. **WAIVER OF ARBITRATION:** CCI and Purchaser hereby waive and release any right to arbitration.
12. **JURY TRIAL WAIVER:** CCI and Purchaser hereby waive trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Agreement.
13. **SURVIVAL:** Purchaser's obligations under Sections 4, 11, 12, and 13 will survive any termination of this Agreement.
14. **ENTIRE AGREEMENT; SEVERABILITY:** This Agreement represents the final agreement of the parties and no agreements or representations, unless incorporated in this Agreement shall be binding on any of the parties and no portion hereof shall be amended or modified unless such change shall be in writing and signed by both parties thereto. Any and all prior understandings, assurances or agreements are merged herein. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, this provision shall not affect any other provision or provisions contained in this Agreement.
15. **WAIVER; MODIFICATION:** Neither the failure nor any delay by CCI in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. This Agreement can be modified or rescinded only by a writing signed by both of the parties.
16. **NOTICES:** All notices, consents, waivers and other communications shall be in writing and shall be deemed to have been delivered either (i) on the delivery date, if personally delivered, or if delivered by confirmed facsimile or e-mail; (ii) one (1) business day after delivery to any national overnight courier directing delivery on the next business day, receipt requested; or (iii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, with adequate postage affixed thereto. All notices to CCI shall be sent to Concrete Conservation, Inc. at P.O. Box 57309, Jacksonville, FL 32241-1354, to the attention of President, and to Purchaser at its address as set forth in the quotation, or as otherwise designated in writing.
17. **PARAGRAPH TITLES:** Paragraph titles are solely for reference and shall not affect the meaning or construction of this Agreement.