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May 10, 2024

To: City of Flagler Beach
2000 Ave A
Flagler Beach, Fl, 32136

Project: City of Flagler Beach – 50 manholes for frame and cover replacements.

Scope of Work:

- Fifty (50) total manholes to have the frame and covers replaced. Nine (9) are located in grass, Forty-one (41) are located in concrete/asphalt.
- Mobilize competent crew of three to four (3-4) and capable equipment to the Flagler Beach, FL project site.
- 5,000 psi high pressure water cleaning of the concrete surface within host manhole.
- Repair chimney as needed.
- Utilize Euclid V100 high strength profile cement for proper surface rebuilding.
- Replace the frame and cover as provided by the city.
- It is estimated Fifteen to twenty (15-20) days are required to complete the work, additional days may be necessary.

Included: ESS professional crew and equipment.

Exclusions: By-passing of any wastewater, dewatering, bonding.

Notes: Zero (0) gallons of 355 1K chemical grout for water stop is accounted for in this proposal. However, chemical grout for water stop if required beyond zero (0) gallons, will be invoiced at \$125.00/gallon with approved change order. Standby of crew for situations beyond our control could result in additional charges. Any items not included in the above Scope of Work are considered excluded and would be completed only by approved change order. Project is bid based on standard daylight work hours. Balance is due upon completion. Proposal price is valid for 30 days.

City of Flagler Beach- Fifty (50) Frame and Cover Replacement

Manholes in the grass- 3,774.00/EA -	9/EA \$33,966.00
Manholes in concrete/asphalt- \$3,974.00/EA-	41/EA \$162,934.00

Project- Total:	\$196,900.00
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Respectfully Submitted,

Shane Castro

Shane Castro
Business Development Manager
863-308-0110
scaastro@ess-1.net

It is mutually understood that in undertaking to correct/repair conditions present, other conditions that were hidden may become known. Such consequences will be beyond ESS's control, and ESS assumes no responsibility for such consequences. ESS will, however, use its best skills and experience to avoid or minimize them. The owner assumes responsibility for any hazardous waste uncovered at this site.

1. The *buyer* has furnished pre-bid information used in planning the work covered in this proposal to ESS, and ESS assumes no responsibility for its accuracy. If the conditions are not in accordance with the information furnished to ESS by the *buyer* or others, the recommended procedures and scope of work in this proposal may not apply. The *buyer* will reimburse any additional expenses incurred by ESS as a result of this difference to ESS.

2. Any items of work not specifically included in this proposal shall not be the responsibility of ESS. Any alteration or deviation from the attached or referenced specifications, involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents, or delays beyond our control.

3. It is mutually agreed that ESS shall retain all rights conferred upon it by the lien statutes of any State, Federal, or Territorial Government and will exercise lien rights if necessary. If ESS is not paid when required by this contract, interest of 1.5% will be charged per month. If the delinquent amount is referred to an attorney for collection, the buyer will pay all costs of collection including reasonable attorney fees and court costs. Should any legal action be required as a result of this contract, venue for such action shall be Polk County, Florida.

4. Our proposal is based on carrying out the work in a continuous manner during regular working hours. Should our work be delayed or interrupted for any reason beyond our control we will be compensated for standby of the crew and equipment.

5. If conditions beyond ESS's control make it impossible for us to render performance as specified, and buyer elects to terminate the contract, ESS will be entitled to a cancellation charge for any job set-up, in addition to reimbursement in full for all of ESS's costs (including labor, materials, and overhead), plus reasonable profit for all work performed to date of written notification by the buyer.

6. By executing this contract, owner agrees that all vendor requirements, including but not limited to pre-qualification, insurance, W-9, etc., have been adequately met.