

<b>BuyBoard Quote</b>	<b>731-24</b>
<b>Project:</b>	Peninsula Lift Station II
<b>Firm Name:</b>	City of Grand Prairie
<b>Contact Name:</b>	Mickey Tucker
<b>Address:</b>	620 Small Hill
<b>City:</b>	Grand Prairie
<b>State:</b>	Texas
<b>Zip Code:</b>	75050
<b>Quote Date:</b>	5/16/2024
<b>Scope of Work</b>	Perform lift station cleaning and rehabilitation/epoxy lining using Warren Environmental System 100% Solids Epoxy Coating at an average thickness of 250 mils



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Quote Number: 24-474R1

Contract No.	PartName	Description	Scope	UnitPrice	Quantity	Total Price
3	MHRehab-Epoxy 3	Epoxy Rehab Truck, equipped with Plural Component Pumps and Mixers, Air Compressor, Weekly Rental	Epoxy 3	\$37,375.00	4.0	\$149,500.00
32	Labor	Existing Coating Removal (hourly)	Remove Coating	\$682.50	90.0	\$61,425.00
3	Epoxy Coating (Warren-Epoxy)	Ultra-high build & physicals Epoxy, Price per Gallon (Warren Environmental) @250 mils	Warren Epoxy	\$115.00	1025.0	\$117,875.00
32	Labor	Coating of Lift Station (hourly)	Coat Lift Station	\$682.50	60	\$40,950.00
3	Mobilization/Demobilization	Mob/Demob (15%)	Mob/Demob	\$5,606.25	1.0	\$5,606.25
24	POLYINJ-AVANTI-6	Polymer injection products Avanti 202 (Leak stop grout if needed) Per Bucket	Grout	\$781.25	TBD	TBD
32	Labor	Leak Stop, if needed (hourly)	Leak Stop	\$682.50	TBD	TBD
10	PRES - BYPASS - 1012OPER	Operation of 10" - 12" AWWA approved bypass (Monday - Friday), Per Week	Bypass	\$18,750.00	4	\$75,000.00
10	PRES - BYPASS - 1012OPEROT	Operation of 10" - 12" AWWA approved bypass (Saturday and Sunday/OT), Per Week (Monday - Friday), Per Week	Bypass	\$28,125.00	2	\$56,250.00
10	PRES - BYPASS - 1012SETUP	Set up and Tear Down of bypass of mainlines sizes 10"-12" AWWA approved bypass, Per Linear Foot	Bypass	\$37.50	350.0	\$13,125.00
10	Mobilization/Demobilization	Bypass Mob/Demob	Bypass	\$3,562.50	1.0	\$3,562.50
33	Labor	Installation of Scaffolding (hourly)	Scaffold	\$14,635.20	1.8	\$25,611.60
5	CLEAN - COMBO80 - 3	Combination Vacuum Jet Units (Wet/Dry) - 80 GPM, 16"-18" Hg, 3500 CFM, 12 CuYd (Supervac, Vactor, Vacall), Weekly Rental	Cleaning	\$4,950.00	1.0	\$4,950.00
32	Labor	Cleaning of Wet Well (hourly)	Cleaning	\$682.50	40.0	\$27,300.00
5	Mobilization/Demobilization	Mob/Demob (15%)	Cleaning	\$742.50	1.0	\$742.50
5	CLEAN - DISPOSE - 1	Cost of Disposal of debris removed (will be charged at Cost Plus), if City does not provide dump site (per yard)	Disposal	\$108.00	60.0	\$6,480.00
	Bonds	Performance & Payment Bond	Bonds	\$3,236.00	1.0	\$3,236.00

Grand Total:

\$591,613.85

CLARIFICATIONS/ASSUMPTIONS: ATTACHED

## **CLARIFICATIONS / ASSUMPTIONS**

All pricing is conditioned upon the Clarifications/Assumptions listed below.

### **1. CLARIFICATIONS:**

- a. The Proposal excludes any sales or use or other similar taxes. If the Project is tax exempt, Customer shall provide NWM the appropriate documentation.
- b. Price includes a performance/payment bond.
- c. NWM is not responsible for Liquidated Damages.
- d. Except as otherwise stated herein, the Proposal does not include payment of prevailing wages or certified payroll reporting. If payment of prevailing wages or submission of certified payroll reports is required, Owner shall provide a wage determination sheet and/or certified payroll instructions.
- e. Any corrections, repairs or extractions required due to existing structural defects or failures are excluded from the Work.
- f. NWM will follow the manufacturers recommendations for prep and application process. This does not include sand blasting the structure interior surface.
- g. The epoxy coating cannot be applied if there is active ground water infiltration entering the concrete structure. The price does not include the control of active infiltration (leaks). If it is required for NWM to stop active infiltration, the fee for chemical injection grout is \$475 per crew installation hour plus \$150 per gallon used.
- h. NWM will provide light traffic control (cones) to secure the work area. All other traffic by others.
- i. Pricing is based on the condition of the structure as inspected. If cleaning and prep reveal significant unknown structural issues (large void in wall, etc.) NWM reserves the right to request additional compensation for materials and time required to repair the unforeseen issues.
- j. Any touch-ups or coating repairs required (that is no fault of NWM) after a structure has been completed will be billed at \$495 per hour, plus mobilization. This rate includes 3 men and equipment, plus up to 1.5 gallons of epoxy or epoxy mastic. Any work exceeding this will be negotiated.
- k. It is expected that all structures will be ready for lining prior to NWM's arrival. A remobilization fee of \$1,200 for each return trip will be charged if all structures are not ready upon arrival.
- l. Stand-by time, beyond our control, will be billed at \$475 per hour billed on the quarter hour.
- m. All structures that will be epoxy lined must be vacuum tested first per the specifications of the project. If the epoxy lining is compromised due to vacuum testing performed after the installation of the epoxy lining, the rework to repair damage will be billed at time and material rates. (See clarification l. for rates)
- n. Any modifications to the structure, other than those performed by NWM, voids the warranty.
- o. Except as otherwise provided herein, the Proposal is for normal cleaning only. Normal cleaning is considered three passes or less using high-velocity hydraulic equipment capable of pumping 80 gpm up to 2,000 psi. Heavy cleaning shall be considered all cleaning other than normal cleaning but does not include mechanical cleaning with bucket machines and winches. Heavy cleaning will be charged at a negotiated hourly rate.

### **2. ASSUMPTIONS:**

- a. Structure has passed a vacuum test prior to NWM's notice to proceed.
- b. Customer will provide free access to the work site which will be adequate for NWM's equipment (within 75 feet from the structure). NWM reserves the right to charge Customer if additional mobilizations are required if access is not available.
- c. Customer will provide water for cleaning and access to hydrant and hydrant meter.
- d. Customer will provide environmentally responsible disposal site.
- e. Customer will obtain all necessary permits.
- f. Pricing is subject to change 30 days from the date of the proposal.
- g. There are no hazardous materials present in the project area.
- h. Customer will provide the project plans and specifications prior to the start of work.

## **Terms and Conditions**

1. **General Conditions:** These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Customer's signature and return of the proposal as presented, or Customer's authorization of Contractor to commence the work, shall constitute acceptance of all of its terms and conditions.

2. **Warranty:** Contractor warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the work. Any warranty claim must be presented in writing to Contractor within 12 months after the substantial completion of Contractor's work, or the claim shall be waived.

3. **Terms of Payment:** Unless otherwise noted, payments are due within thirty days from the submission to Customer of an invoice. A "late payment" charge of one and one-half percent (1½ %) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately.

4. **Customer Responsibilities:** Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor's work is interrupted due to circumstances caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

5. **Pre-existing Conditions:** The Contractor is not responsible for liability, loss or expense (including damage caused by the backup of basement sewers) caused by pre-existing conditions, including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing condition at the job site.

6. **Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project. Notwithstanding anything herein to the contrary, when the Work includes removal of industrial waste, Customer represents and warrants it holds clear title to all waste debris or other materials Contractor may handle, process or transport and Customer agrees to supply all necessary manifests or permits and Customer shall indemnify Contractor for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material contaminant or pollutant into the atmosphere or into or onto land, water or property, except to the extent such liability, loss and expense is caused by Contractor's negligence.

7. **Indemnification:** The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer. Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor.

8. **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific references

herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

9. **Performance Dates:** The performance schedule, if stated in the proposal, is approximate and is not guaranteed by Contractor. Contractor shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Contractor's reasonable control, and the date of performance shall be adjusted for any such delays. Further, Contractor shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.

10. **Scope Limitations:** Any material, equipment, structure or service item that is not explicitly a part of this Contract is specifically excluded from Contractor's Work.

11. **Contract Amendments:** The following contract amendment procedure is to be used for work performed for the Customer by Contractor, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, Contractor and the Customer will review and agree on the work to be performed; (b) A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties involved will sign the contract amendment or change order; and (c) Contractor will perform the work and bill the Customer. For time and materials work, back-up documentation will be provided.

12. **Limitation of Liability:** In no event shall Contractor be liable for any indirect, special or consequential loss or damage arising out of any work performed for Customer. To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Contractor's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount. The Contractor is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services. Customer and Contractor waive all rights of subrogation for claims covered by the parties' insurance.

13. **Attorney's Fees:** The prevailing party in any dispute between Contractor and Customer shall be entitled to receive attorneys' fees, court costs and other legal fees from the non-prevailing party. NWM shall be entitled to collect reasonable attorney's fees incurred to collect any "late payments".

14. NOTICE TO OWNER FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.