



1420 Martin Luther King Jr Blvd  
Sanford, FL 32771  
(407) 792-1360  
info@atlanticpipe.us

**PROPOSAL**

3229

<b>CUSTOMER:</b> CITY OF GREEN COVE SPRINGS	<b>PHONE:</b> 904-297-7500	<b>DATE:</b> 04/30/2024
<b>STREET:</b> 321 Walnut Street	<b>JOB NAME:</b> The Cove Root Removal	
<b>CITY/STATE/ZIP:</b> Green Cove Springs, FL, 32043	<b>JOB LOCATION:</b> Buccaneer Blvd & Anne Bonney Dr, Green Cove Springs, FL,	
<b>ATTN:</b> Greg Bauer	<b>E-MAIL:</b> gbauer@greencovesprings.com	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
2.00	Day Rate: Multiple Locations	EA	4,250.00	8,500.00
2.00	Easement Access	EA	550.00	1,100.00
2.00	Plugging and Dewatering	DYS	3,900.00	7,800.00
			<b>TOTAL</b>	17,400.00

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT PENALTY TO APS



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**PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:**

- 1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum will be billed at the hourly rate
- 2) Emergency Call Outs will be subject to increased rates.
- 3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified
- 4) Travel Time charges are assessed on a job by job basis
- 5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at \$75.00 per set.
- 6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site
- 7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

*Atlantic Pipe Services is committed to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.*

**We propose to hereby furnish the following:**

Work to be performed per terms of Contract 23-B-005 between Atlantic Pipe Services and The City.



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<b>Heavy Cleaning Rates</b>	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

**CUSTOMER RESPONSIBILITIES**

- Local Dump-Site for safe disposal of debris / waste material removed from Project Location
- Local Metered Water Source
- Exposure of structures and access to all work areas without delay
- Stabilized Access to Work Areas - Two Wheel Drive Accessible
- Access to secure site for equipment storage
- Maintenance of Traffic - If Applicable

**CUSTOMER RESPONSIBILITIES**

*Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site*

*Weekend and Night Work may be subject to increase rates*

*Any unforeseen or abnormal pipe / site conditions will be subject to renegotiation without penalty to APS*

*Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms*

*APS Proposals are valid for 30 days from date of submission.*

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE	Cassie Winters- Smith - Project Estimator	DATE	4/30/2024
SIGNATURE	Cassie Winters-Smith <small>Digitally signed by Cassie Winters-Smith DN: cn=Cassie Winters-Smith, o=Atlantic Pipe Services, ou=Atlantic Pipe Services, email=Cassie.Winters-Smith@atlanticpipe.us, c=US, ou=United States, st=US, United States Reason: I am the author of this document Location: Date: 2024.04.30 09:15:04-05</small>		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		DATE	
SIGNATURE			

**ATLANTIC PIPE SERVICES, LLC**  
**STANDARD TERMS & CONDITIONS OF BUSINESS**

**COMPANY:** Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771  
(Hereinafter referred to as "APS")

**CUSTOMER:** Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

**PROPOSAL & QUOTATION:** All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

**PAYMENT TERMS:** Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

**REMEDIES FOR NON-PAYMENT:** All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

**WARRANTIES:** All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

**INDEPENDENT CONTRACTOR:** Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

**UNFORESEEN OCCURRENCE:** In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

**DOWNTIME/STOPPAGES/ADDITIONAL WORK:** In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

**PROJECT ESTIMATES:** APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

**CUSTOMER PURCHASE ORDERS:** In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

**CONTRACT ACCEPTANCE:** In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

**CUSTOMER RESPOSIBILITIES:** The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.