

# BOARD OF WATER COMMISSIONERS APPROVAL REQUEST

September 19, 2022 Board Meeting

## Annual Inspection & Cleaning of Water Intakes

<u>COMPANY</u>	<u>QUOTE (Lump Sum)</u>
Underwater Construction Corp	\$10,260.00
Northern Divers USA	\$29,100.00
Midco Diving & Marine Services, Inc	No Bid
JF Brennan Company	No Bid

Date: September 12, 2022  
To: Joe Trueblood, Utility Superintendent  
From: Bill Swearingen, Operations Supervisor  
Subject: Annual Intake Cleaning and Inspection

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The 30" and 36" intakes are cleaned and inspected annually.

I would like to recommend approval for the proposal submitted by Under Water Construction.  
The attached proposal includes cleaning/inspection services and report for a lump sum price.

Intake Cleaning and Inspection Services..... \$10,260.00



<b>Page No:</b>	<b>1</b>	<b>UCC Proposal L-3134</b>		<b>Date:</b>	<b>August 9, 2022</b>
<b>Prepared By:</b>	(WI) Jerry Pena	<b>Project Title:</b>		Dive Support-Inspect and Clean 36" & 30" Intake Cribs	
<b>Submitted To:</b>	Mr. Swearingen	<b>Project Location:</b>		Sheboygan Water Filtration Plant - Lake Michigan Intakes	
Sheboygan Water Filtration Plant 72 Park Ave Sheboygan, WI 53081-2958  Bill Swearingen 920-459-3812 billswearingen@sheboyganwater.org		<b>Proposal Basis:</b>		<b>*Budgetary Price Based on Rates Below</b>	
		<b>Personnel:</b> UCC would provide:		<b>Maximum # of divers in the water at a time:</b>	
		<b>Four (4) Person Crew</b>		<b>One (1)</b>	
		<b>1</b> Boat Captain 100 <b>3</b> Lead Diver			
<b>Services On or About</b>	Fall 2022	<b>Work Hrs/Day</b>	10	<b>Days Per Week</b>	2
Underwater Construction Corporation (UCC) appreciates the opportunity to offer this proposal to Sheboygan Water Filtration for the above-referenced project.  UCC would assist Sheboygan Water Filtration with the annual intake crib cleaning on the 36" & 30" intake lines.  UCC will perform a pre and post cleaning video inspection on nine (9) intake funnels for the 36" intake line and one (1) intake crib for the 30" intake line. UCC understands divers will not be required to enter the intake cribs for inspections or cleaning.  UCC anticipates two (2), ten (10) hour weekdays, to safely and successful complete the project.		UCC has assumed that Sheboygan Water Filtration or others will provide the following to support the previously stated services:  <ul style="list-style-type: none"> <li>• All permitting, as required.</li> <li>• Operational support and red tagging of equipment, as required.</li> <li>• Unrestricted access to the work area.</li> <li>• GPS coordinates of intake cribs.</li> </ul>			
<b>Equipment:</b>					
1 DOT Crew Cab 1 Ton Pickup Truck 1 28' Margaret-Mae Work Boat w/ 200 H.P. Engine (Michigan) 1 Shallow Water Dive Package 1 Dry Suit 1 3,500 Watt Generator 2 Double Diver Water Heater (Excludes Fuel) 1 3,500 - 4,500 PSI Gas-Powered Pressure Washer with 100' Hose 1 50' Length of Additional Hose 1 AED 1 Outland U/W Video System w/Audio Time/Date Console Display & 100 Meter Cable 1 Velocity Meter/Flow Meter					
<b>No.</b>	<b>Description</b>	<b>Rate</b>	<b>Qty.</b>	<b>Sub-Total</b>	
1.01	UCC's Lump Sum Price for site services, equipment, one (1) round-trip mobilization, and formal report is:	\$ 10,260.00	1	\$ 10,260.00	
1.02	UCC's Standby Day Rate that will apply for delays due to factors outside of UCC's control is:	\$ 3,110.00		\$ -	
1.03		\$ -		\$ -	
1.04		\$ -		\$ -	
1.05		\$ -		\$ -	
1.06		\$ -		\$ -	
1.07		\$ -		\$ -	
1.08		\$ -		\$ -	
1.09		\$ -		\$ -	
1.10		\$ -		\$ -	
*Materials and Consumables that are not included will be invoiced at cost plus:		<b>10%</b>			
*Third Party Services, Bonds and Equipment that are not included will be invoiced at cost plus:		<b>10%</b>			
<b>*TAXES ARE NOT INCLUDED</b>		<b>*ADDITIONAL TERMS AND CONDITIONS APPLY</b>		<b>*PRICING IS VALID FOR</b>	<b>60 DAYS</b>
		<b>*TOTAL PRICE</b>	<b>\$</b>	<b>10,260.00</b>	

Signed: *Jerry Pena*

Wisconsin / 5144 Douglas Ave. / Racine WI 53402 / www.uccdive.com  
 P: (877) 717-3483 / F: (414) 988-1191 / C: (269) 921-9002 / jpena@uccdive.com

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<b>Page No:</b>	<b>T&amp;C Page 1 of 2</b>	<b>UCC Proposal L-3134</b>	<b>Date:</b>	<b>August 9, 2022</b>
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<b>Submitted To:</b>	Mr. Swearingen	<b>Project Location:</b>	Sheboygan Water Filtration Plant - Lake Michigan Intakes	

**TERMS AND CONDITIONS**

**These terms and conditions are the primary overriding terms and conditions of services.**

- 1** Except as expressly provided herein, UCC makes no other warranty or guarantee of any kind, express or implied, including any warranty of merchantability of products or for suitability of products selected or requested by others for the intended purpose.
- 2** Lump Sum price is based on the description, methodology, equipment, and personnel outlined in this document. Any deviation will result in a modification of the pricing structure. Any delays caused by others and beyond UCC's control may require additional compensation.
- 3** The Standby Day Rate will apply for delays due to factors outside of UCC's control that cause the extension of the project's operations beyond the terms included in our price.
- 4** All open shop services will be invoiced based on a minimum eight (8) hour day Monday through Friday at the straight time rate. Overtime hours are billable after eight (8) hours Monday through Friday and for all hours worked on Saturdays. Double-time will be invoiced for all hours worked on Sundays and Holidays as listed below.
- 5** All services will be invoiced based on a minimum eight (8) hour day Monday through Sunday and on Holidays at the applicable billing rate.
- 6** UCC-recognized company holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Additionally, any customer holidays that differ from UCC's will be considered UCC holidays.
- 7** Emergent services, defined as services requested and response required within twenty-four hours, may be subject to premium time charges (i.e., shop time, travel time, site hours [minimum eight (8) hours] and travel expense).
- 8** Signed manifests for time and material services or signed delay sheets are considered a customer's formal acceptance of work performed. Signed manifests and delay sheets shall also be used for final invoicing by UCC.
- 9** UCC will have U/W video available; however, this equipment's effectiveness is limited by in-water visibility.
- 10** By accepting UCC's proposal with these terms and conditions attached, you are accepting UCC's terms and conditions as identified herein.
- 11** Starting time for services shall be mutually agreed upon in advance and is subject to the availability of UCC's personnel and equipment.
- 12** Unless otherwise stated in a previously established contract, services will not be provided until the customer signs and returns this quote, or issues a purchase order referencing this quote in its entirety.
- 13** If a project is canceled after UCC's personnel have been mobilized, travel and/or material charges will be applicable. Related charges will be invoiced in accordance with the existing service contract or as identified in the proposal.
- 14** UCC assumes that the flow rate will allow for safe diving. If at any time the current velocity exceeds two (2) feet per second, the UCC management and safety departments shall be contacted prior to diving. Diving operations will not resume until hazardous conditions have been made safe. UCC is not responsible for project delays due to hazardous conditions.
- 15** In accordance with all Federal and State OSHA Commercial Diving Rules and Regulations 1910, Subpart "T", 29 CFR 1910.425.3 and ADCI International Consensus Standards for Commercial Diving and Underwater Operations, if a site hazard analysis reveals unforeseen conditions or change in configurations (i.e. differential pressure, live pumps, flow thru open valves, gates or other energized operating components) additional personnel and/or equipment may be required and the project cost would increase accordingly. Such conditions will be communicated in advance to the client.
- 16** UCC management and safety departments will solely determine whether conditions are conducive to safe diving operations per UCC's Safe Practices Manual to include extreme cold temperatures or excessive heat which will result in project delays and additional cost to the overall budget. Client is responsible for all weather delays.
- 17** UCC is liable for their employees; client is responsible for any individual, including himself, herself, or any invitee or other contractors around UCC's work site and our equipment.
- 18** Client is responsible for having permits in place, if required. If permits, bonding, or additional insurance are required to be supplied by UCC, additional costs would be invoiced as additional services.
- 19** Unless otherwise stated, UCC is not responsible for liquidated or consequential damages.
- 20** UCC understands that prevailing wages will not apply on this project; therefore, pricing is based upon compensating our personnel in accordance with our in-house wages.
- 21** UCC assumes that dual (multiple) classifications can be utilized daily for each employee on the project as required.
- 22** Per Diem will be billed at \$ 145/day/person including non-working weekend days while on assignment. In the event the per diem rate does not adequately cover hotel/motel costs and meal allowance due to regional or seasonal price fluctuations, UCC reserves the right to invoice for hotels/motels at cost plus 10%. When this billing is necessary, UCC will also invoice for daily meal allowance at \$ 50/day/person.

**PLEASE SIGN THE LAST PAGE OF THESE TERMS AND CONDITIONS**

In the event you do not have an established purchase order form or process, please provide billing address, sign, date, and return this proposal via fax to (860) 767-0612, or PDF via email to [bbraley@uccdive.com](mailto:bbraley@uccdive.com).  
By signing this proposal, this will constitute a mutual agreement and you are acknowledging acceptance of this proposal and its terms and conditions in its entirety.

**AN EQUAL OPPORTUNITY EMPLOYER**

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- 23** All-inclusive daily rates, if provided, will not be prorated for partial day services, unless expressly agreed to in advance.
- 24** All pricing, as offered, excludes any applicable sales and/or use tax. For any services performed outside the state of CT, UCC is not responsible for collecting of/or remittance of sales tax.
- 25** Invoices for services will be submitted monthly or upon completion and are payable in full within thirty (30) calendar days. Past due accounts are subject to 1.5% interest per month (18% per annum) on the unpaid balance as well as any costs and expenses including legal fees incurred by UCC to collect any amount due hereunder.
- 26** In the event an invoice is not paid within our terms, or within previously agreed upon terms, it is UCC's policy to file a lien following 60 days of delinquency.
- 27** UCC's proposal is valid for sixty (60) days from date of issuance unless otherwise noted.
- 28** The parties consent to jurisdiction in a Michigan state court for any action hereunder, and the parties waive a trial by jury in any action hereunder.
- 29** During the inspection process if extensive abnormalities are discovered and are deemed to be documented or additional revisions are requested within the comprehensive written report as directed by the client and or site representative UCC will invoice additional time required as necessary per the price schedule proposed herein. Such conditions will be communicated in advance to the client.
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- 42**
- 43**
- 44**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

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