

Texas Rebuild LLC	City of Sweeny
18630 Halff Bend Dr.	102 W. Ashley Wilson Rd
Cypress, TX 77433	Sweeny, TX 77480
713-553-6058	979.548.3321
Proposal #: 80-01	Proposal date: 4/29/2025
Project Name: BiCARBUS Wellhead Rehabilitation	

PROPOSAL

The proposed scope of work is provided to assist the City of Sweeny in cleaning the 4 waters wells. The 4 water wells are at the following locations.

- 1) Peach St.
- 2) Sycamore St.
- 3) Martin Luther King St.
- 4) Travis St.

Texas Rebuild will provide the following in the scope of work

SCOPE OF WORK:

- Mobilization
- Provide the required gallons of BiCARBUS needed for 4 wells
- Document baseline conditions
- Inoculation of 4 wells
- Surge wells 2x to enable BiCARBUS to mix in with well water
- ORP slope readings
- Pump out water with dissolved scale
- Document post rehabilitation conditions

Clarifications:

- This proposal is developed using data from Texas Water Development Board Groundwater Database Well Information Reports
- The amount of BiCARBUS needed for well rehabilitation was calculated based on Well Information Reports
- Proposed Treatment BiCARBUS/Water Ratio 1:500 gallons
- Texas Rebuild will attempt to perform cleaning of wells in one day
- City and Texas Rebuild will coordinate the order of wells to be cleaned

Exclusions:

- Repairs to wells needed prior to cleaning
- Any target % well improvements increase in GPM targets



Contract Price: \$10,000.00	Payments:
	 \$10,000 due upon completion of the
	Work.
Commencement of Work:	Completion of Work:
May 2025	Within 14 days commencement of work
ACCEPTANCE:	
By signing, the parties agree to execute this a	agreement, including the terms and conditions herein.
Customer Representative	Customer Representative
Name / Title	Signature
Larry Jones / General Manager	<u>Larry Jones</u>
Texas Rebuild Representative	Texas Rebuild Representative
Name / Title	Signature

Terms and Conditions on following page.



TERMS AND CONDITIONS

SCOPE OF WORK: This proposal is valid for 30 calendar days from the date on the proposal. As necessary, Texas Rebuild will promptly provide pricing for any changes, modifications, or additions to the scope of work outlined in this proposal. Texas Rebuild will not be obligated to proceed with any changes, additional, or modified work until it receives a change order at an agreed-upon price.

<u>PAYMENTS:</u> Payments are to be made on a progress basis. Customer agrees to pay Texas Rebuild invoices in full upon receipt of invoice. If invoices are not paid within 30 days of invoice receipt, Texas Rebuild will add 1% per month interest.

<u>LIABILITY:</u> Texas Rebuild will not be held liable for any indirect or consequential damages that arise from the equipment or material furnished or the work performed according to this agreement.

<u>TAXES:</u> The proposal cost herein does not include taxes. The Customer is responsible for paying any taxes that are not legally required for Texas Rebuild to pay.

<u>INDEMNIFICATION:</u> The Parties agree to defend, indemnify, and hold harmless each other from and against all claims, actions, liabilities, claims, damages, expenses and losses, including reasonable attorneys' fees, arising out of any negligent act or omission of the indemnifying Party.

<u>DELAYS:</u> Texas Rebuild and the Customer agree that an extension of time is appropriate if Texas Rebuild's work is impacted or delayed due to a Force Majeure event. A Force Majeure Event refers to an unforeseen event or circumstances beyond the control of the affected party, not caused by an act or omission of that party, which results in a delay or total or partial failure of the affected party's performance after taking reasonable steps to remedy, avoid, or minimize the impact of the event. Force Majeure Events include but are not limited to natural disasters and severe unforeseeable weather conditions.

<u>WARRANTY:</u> Texas Rebuild extends the same warranty and terms and conditions which Texas Rebuild receives from the manufacturer of such equipment. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained.

<u>LAWS & REGULATIONS:</u> Texas Rebuild will perform the Work in compliance with all applicable federal, state, and local laws, regulations and ordinances, trade standards and any other safety requirements of the Customer. All licenses and permits required for the prosecution of the work shall be obtained and paid for by the purchaser unless stated otherwise in this proposal.

<u>INSURANCE</u>: Texas Rebuild agrees to maintain insurance at its own expense during the entire period of construction at the property. Coverage in excess of Texas Rebuild's standard limits will be supplied when requested and required. The costs of any additional insurance coverage may be passed on to the Customer.

<u>SEVERABILITY:</u> If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

<u>ENTIRE AGREEMENT:</u> This Agreement contains the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements.