

From: [Ed Castle <edrcastle@me.com>](mailto:edrcastle@me.com)
To: [Greg Wright<greg@kwru.com>](mailto:Greg.Wright@kwru.com)
[Chris Johnson<chris@kwru.com>](mailto:Chris.Johnson@kwru.com)
CC: [Steve Suggs<ssuggs@weilerengineering.org>](mailto:Steve.Suggs@weilerengineering.org)
Date: 3/14/2018 1:40:51 PM
Subject: Fwd: 17-160 - KWRU WWTP Filter Replacement - Holiday Testing

Chris and Greg,

I think holiday testing is a very good idea. We intend to do some when the filters are delivered, looking for shipping damage that can be touched up. Field testing the whole thing is not practical. Testing the bottom would be tough. I can't have a guy working underneath while the filter is hanging from a crane.

If the coating is not good, we would probably pick up holidays all over, and could assume that the bottom coating was also bad. But getting the whole thing re-coated would cause a significant delay. Touch-up of damage from shipping could be done onsite.

Anyway, it is your call if you want to do a change to get the holiday testing done prior to shipping. If you choose not to, we can test everything but the bottom onsite. If it tests good, we can be pretty confident that the bottom is good as well.

Let me know how you want to proceed.

Edward R. Castle, PE
Weiler Engineering Corporation

Begin forwarded message:

From: James Contino <jcontino@whartonsmith.com>
Subject: 17-160 - KWRU WWTP Filter Replacement - Holiday Testing
Date: March 14, 2018 at 10:26:58 AM EDT
To: "ssuggs@weilerengineering.org" <ssuggs@weilerengineering.org>
Cc: "Ed Castle, P.E. (edrcastle@me.com)" <edrcastle@me.com>, Edgar Gonzalez <egonzalez@whartonsmith.com>, Erica Marnati <emarnati@whartonsmith.com>, Jean Laine <jlaine@whartonsmith.com>

Steve,

Attached please find the following with regards to the above subject:

- COP No. 02 – Low Voltage Holiday Testing

KWRU 017501

Let me know if you have any questions.

Sincerely,

James M. Contino | Project Manager

Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

125 W. Indiantown Road, Suite 201, Jupiter, FL 33458

Office: (561) 748-5956 Ext. 2321 | Cell: (561) 354-8786 | Fax: (561) 748-5958



March 14, 2018

Mr. Steve Suggs, E.I.
Weiler Engineering Corporation
6805 Overseas Hwy
Marathon, FL 33050

Re: Change Order Proposal No. 02
KWRU Filter Replacement
Low Voltage Holiday Testing

Dear Mr. Suggs:

As requested in our progress meeting #1, we have developed Proposal Summary No. 01 to perform low voltage holiday testing on the filter structure coatings. Included in the proposal is the cost of furnishing all necessary materials, labor, equipment, tools, supervision, and subcontractor costs required for the specified scope of work.

Low voltage holiday testing to be performed as follows:

- Testing to be performed by CROM Coatings, a NACE Level III certified independent 3rd party
- Testing to be performed at Pop's Painting facility in Lakeland, Florida
- Testing to be performed on both filter structures prior to shipment, requiring two separate testing days

Attached to this letter you will find our detailed Proposal Summary for the amount of \$6,200.00 with all associated back-up documentation.

Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary, and are specifically excluded from this proposal. This Lump Sum proposal is valid for 5 calendar days.

Please furnish a Work Directive so we may proceed with the work identified in our Proposal Summary, if found acceptable.

Please do not hesitate to call if you should have any questions or wish to discuss this matter further.

Sincerely,
Wharton-Smith, Inc.

James M. Contino
Project Manager

C.c.: File 17-160/C-05A.1

125 W Indiantown Road, Suite 201, Jupiter, FL 33458 | Phone: (561) 748-5956 | Fax: (561) 748-5958

CHANGE ORDER COST PROPOSAL NO. 02



KWRU WWTP FILTER REPLACEMENT

PROPOSAL SUMMARY

3/14/2018

#	DESCRIPTION	NOTES		
1	Furnish low voltage holiday testing of two filter structures prior to shipment. Testing to be performed by NACE Level III Inspector.			
2				
3				
4				
5				
6				
7				
8				
9				
10	The duration for the additional work outlined in this proposal is 0 calendar days.			
11	The Contract Time Extension due to this Change Order is TO BE DETERMINED calendar days.			
12	MATERIALS	TOTAL		
13	From Page 2	\$ -		
14	* 6% State Tax plus 1-1/2% County Surtax	Tax 7.50% \$ - \$ -		
15	* County Surtax applies to 1st \$5,000	Markup 15.0% \$ - \$ -		
16		\$ -		
17				
18	LABOR	HRS	AVG \$ / HR	TOTAL
19	From Page 3	0	#DIV/0!	\$ -
20			Markup 15.0% \$ - \$ -	Article 11.04(C)(2)(a)
21			\$ -	
22				
23	TOOLS & EQUIPMENT	TOTAL		
24	From Page 4	\$ -		
25	* 6% State Tax plus 1-1/2% County Surtax	Tax 7.50% \$ - \$ -		
26	* County Surtax applies to 1st \$5,000	Markup 15.0% \$ - \$ -		
27		\$ -		
28				
29	SUBCONTRACTS	TOTAL		
30	From Page 5	\$ 6,200.00		
31		\$ -		
32				
33				
34		Subtotal \$ 6,200.00		
35		Markup 0.0% \$ - \$ 6,200.00		
36		\$ 6,200.00		
37				
38	OTHER	QTY	REFERENCE	TOTAL
39	Extended Overhead		Days * Cost Per Day	\$ - \$ -
40	Additional Insurance	0.45%	M + L + T&E + S	\$ 6,200.00 \$ 27.90
41	Additional Bond	0.55%	M + L + T&E + S	\$ 6,227.90 \$ 34.25
42			Subtotal	\$ 62.15
43			Markup 0.0% \$ 62.15	\$ - Article 11.04(C)(2)(d)
44			\$ -	
45				
46	FINAL QUOTE TOTAL	TOTAL		
47		\$ 6,200.00		
48				
49		\$ 6,200.00		

CHANGE ORDER COST PROPOSAL NO. 02

Revision 00



KWRU WWTP FILTER REPLACEMENT

MATERIAL ESTIMATE

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1						\$ -	
2						\$ -	
3						\$ -	
4						\$ -	
5						\$ -	
6						\$ -	
7						\$ -	
8						\$ -	
9						\$ -	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
20						\$ -	
21						\$ -	
22						\$ -	
23						\$ -	
24						\$ -	
25						\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38	MATERIAL SUBTOTAL					TOTAL	
39						\$ -	
40					\$	-	



CHANGE ORDER COST PROPOSAL NO. 02

KWRU WWTP FILTER REPLACEMENT

LABOR ESTIMATE

Revision 00

#	LABOR	HRS		RATE		COST			NOTES
		ST	OT	ST	OT	ST	OT	TOTAL	
1	Superintendent	0		\$ 95.00	\$ 142.50	\$ -	\$ -	\$ -	
2	Asst. Superintendent	0		\$ 85.00	\$ 127.50	\$ -	\$ -	\$ -	
3	Surveyor	0		\$ 65.00	\$ 97.50	\$ -	\$ -	\$ -	
4	Craft Foreman	0		\$ 65.00	\$ 97.50	\$ -	\$ -	\$ -	
5	Operator	0		\$ 60.00	\$ 90.00	\$ -	\$ -	\$ -	
6	Rodbuster	0		\$ 50.00	\$ 75.00	\$ -	\$ -	\$ -	
7	Carpenter	0		\$ 50.00	\$ 75.00	\$ -	\$ -	\$ -	
8	Pipefitter	0		\$ 50.00	\$ 75.00	\$ -	\$ -	\$ -	
9	Plumber	0		\$ 50.00	\$ 75.00	\$ -	\$ -	\$ -	
10	Finisher	0		\$ 45.00	\$ 67.50	\$ -	\$ -	\$ -	
11	Laborer	0		\$ 40.00	\$ 60.00	\$ -	\$ -	\$ -	
12					\$ -	\$ -	\$ -	\$ -	
13					\$ -	\$ -	\$ -	\$ -	
14					\$ -	\$ -	\$ -	\$ -	
15					\$ -	\$ -	\$ -	\$ -	
16					\$ -	\$ -	\$ -	\$ -	
17					\$ -	\$ -	\$ -	\$ -	
18					\$ -	\$ -	\$ -	\$ -	
19					\$ -	\$ -	\$ -	\$ -	
20					\$ -	\$ -	\$ -	\$ -	
21		0.0	0.0			\$ -	\$ -	\$ -	
22		0.0						\$ -	
23									
24	ADJUSTMENTS	%	HRS			RATE / HR		TOTAL	
25	Material Handling	7.0%	0			\$ 30.00		\$ -	
26	Testing & Cleaning	2.5%	0			\$ 30.00		\$ -	
27	Warranty & Punchlist	1.5%	0			\$ 35.00		\$ -	
28			0					\$ -	
29									
30	PROJECT MANAGEMENT		HRS			RATE / HR		TOTAL	
31	Project Manager		0			\$ 120.00		\$ -	
32	Asst. Project Manager		0			\$ 105.00		\$ -	
33	Project Engineer		0			\$ 75.00		\$ -	
34			0.0					\$ -	
35									
36	LABOR SUBTOTAL				HRS		AVG \$ / HR	TOTAL	
37	Manhours		0.0	0.0		-	#DIV/0!	\$ -	
38						-			
39							\$	-	
40									



CHANGE ORDER COST PROPOSAL NO. 02
KWRU WWTP FILTER REPLACEMENT
EQUIPMENT ESTIMATE

Revision 00

#	TOOLS	DESCRIPTION	REF		RATE	TOTAL		
1	Small Tools	4% Labor Cost	\$ -		4%	\$ -		
2	Consumables	\$1.00 / Labor Hr	-		\$ 1.00	\$ -		
3						\$ -		
4						\$ -		
5						\$ -		
#	EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL		
7	Pickup Truck			Day	\$ 43.50	\$ -		
8	Air Compressor			Day	\$ 350.00	\$ -		
9	Backhoe/Loader			Day	\$ 465.00	\$ -		
10	Manlift			Day	\$ 450.00	\$ -		
11	Generator			Day	\$ 68.50	\$ -		
12						\$ -		
13						\$ -		
#	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL		
15	Welder			Day	\$ 74.80	\$ -		
16	Trencher			Day	\$ 245.00	\$ -		
17	Lift			Day	\$ 47.50	\$ -		
18	Lull Loader			Day	\$ 575.00	\$ -		
19	Backhoe			Day	\$ 465.00	\$ -		
20	Concrete Pump			Day	\$ 960.00	\$ -		
21	Excavator			Day	\$ 465.00	\$ -		
22	150 Ton Crane			Day	\$ 3,500.00	\$ -		
23	Core Drill			Day	\$ 85.00	\$ -		
24						\$ -		
25						\$ -		
#	FUEL	DESCRIPTION	Rate	REF	TOTAL			
27	Equipment Fuel	12% Fueled Equipment Cost	12%	\$ -	\$ -	\$ -		
28						\$ -		
29						\$ -		
30						\$ -		
31	EQUIPMENT SUBTOTAL					TOTAL		
32						\$ -		
33						\$ -		
34						\$ -		



**CHANGE ORDER COST PROPOSAL NO. 02
KWRU WWTP FILTER REPLACEMENT
SUBCONTRACT ESTIMATE**

#	SUBCONTRACTOR	SCOPE	INV	TOTAL	NOTES
1	CROM	Perform Low Voltage Holiday Testing on (2) Filter Structures by NACE Level III certified inspector.		\$ 6,200.00	
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38	SUBCONTRACT SUBTOTAL			TOTAL	
39				\$ 6,200.00	
40				\$ 6,200.00	



March 12, 2018

PROPOSAL 17-072

**NACE LEVEL III QUALITY CONTROL INSPECTIONS
FILTER STRUCTURE COATING SYSTEMS
LAKELAND, FLORIDA**

CROM Coatings and Restorations ("CCR"), a Division of CROM, LLC, proposes to provide labor and material for the quality control inspections and testing of the filter's pre-applied coating systems for Wharton Smith, Inc., 750 Monroe Road, Sanford, Florida 32771 ("Client"). All work will be completed in accordance with all applicable codes and standards including OSHA and AWWA.

1. DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED DATA

The "Client" or a duly authorized representative, is responsible for providing CCR with a clear understanding of the project nature and scope as is reasonably known to the Client. The Client shall supply CCR with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow CCR to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

Prior to starting work, CCR will request from Client data reasonably required for submittal purposes for the quality control inspections and testing of the aforementioned filter's coating system including any available computations, detailed drawings, and specifications. If, in the opinion of CCR, adequate data is not available or is incomplete, Client will be informed and arrangements made for creation of needed data. CCR will not perform engineering studies or perform work requiring professional engineering duties but will assist Client in obtaining such services.

2. COMMENCEMENT AND COMPLETION

Upon your execution of this proposal, CCR will be prepared to start work **5 days** after approval of our submittal information; and will undertake to furnish sufficient labor, materials, and equipment to complete the work within approximately **45 days** working time thereafter.

In the event Client desires to execute a separate agreement, such agreement shall include this proposal and all the conditions herein unless both parties agree in writing to specifically omit any condition, in writing, specifically referencing the omitted condition(s).

In the event that CCR cannot start the job by **April 30, 2018** because of delays of any nature which are caused by the Client or other contractor employed by him or other circumstances over which CCR has no control, then the contract price may be renegotiated to reflect any increased costs.

3. INSURANCE

CCR represents and warrants that it and its agents, staff and Consultants employed by it is and are

INFRASTRUCTURE REPAIR SPECIALISTS

protected by worker's compensation insurance and that CCR has such coverage under public liability and property damage insured policies which CCR deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance CCR agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by CCR, its agents, staff and consultants employed by it. CCR shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save CCR harmless for loss, damage or liability arising from acts by Client, Client's agent, staff and other consultants employed by Client. Any bond requirement(s) by Client will carry an additional cost unless the parties agree otherwise.

4. SERVICES TO BE FURNISHED BY CROM COATINGS AND RESTORATIONS

CCR proposes to furnish all supervision, labor, material, equipment, scaffold and forms required to complete the work, except as noted in Paragraph 5. The services to be furnished by CCR are specifically:

This scope of work is to be performed on the following structures:

- Two Prefabricated Filter Basins
- a. Review all drawings, specifications, and coating system submittals pertaining to the filter structures being inspected for quality control prior to inspections.
- b. Mobilization to and from Pop's Coating site located in Lakeland, Florida for inspections.
- c. Perform low voltage holiday testing as per specifications and manufacturer's requirements.
- d. Provide NACE Level III Inspection services on all concrete surfaces containing and requiring coatings for accuracy of surface preparation, coatings DFT, and the quantity of coats required.
- e. Submission of a certified report based on findings during inspections per inspection performed.

5. MATERIALS AND SERVICES FURNISHED BY CLIENT OR OTHERS

It is understood that the following services shall be provided by others without expense to CCR:

- a. Client will grant or obtain free access to the site for all equipment and personnel necessary for CCR to perform the work set forth in this Proposal. The Client will notify any and all processors of the project site that Client has granted CCR free access to the site. CCR will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- b. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. CCR will take responsible precautions to avoid known subterranean structures, and the Client waives any claim against CCR, and agrees to defend, indemnify, and hold CCR harmless from any claim or liability for injury or loss, including costs to defend, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate CCR for any time

spent or expenses incurred by CCR in defense of any such claim with compensation to be based upon CCR's prevailing fee schedule and expense reimbursement policy.

- c. A continuous supply of potable water under minimum pressure for the use of the CCR crew within 100 feet of the structure's site.
- d. A continuous supply of electricity during the period of work: one 100-AMP, 110/220-volt service for the operation of our power tools and accessories, located not more than 100 feet from the structure. Please be sure that all circuit breakers are ground-fault protected. If it is necessary for CCR to supply its own electric power, add \$500.00 per week to the contract amount.
- e. Any permit or other fees from any AHJ as may be required for the work including but not limited to all connect/disconnect, impact and building/construction fees.
- f. Drainage and disposal of the structure's contents.
- g. Disinfection and refilling of the structure's contents.
- h. Cleaning the interior and exterior of the structure and accessories.
- i. Complete lock out and tag out of the subject tank prior to personnel entering the structure. The Client will be required to provide all materials for this process. CCR will review the procedures before entering the structure.
- j. All professional engineering services.

6. BACK CHARGES AND CLAIMS FOR EXTRAS

No claim for extra services rendered or materials furnished will be valid by either party unless written notice thereof is given during the first ten days of the calendar month following that in which the claim originated. CCR's claims for extras shall carry 30% for overhead and 10% for profit.

7. DELAYS

It is agreed that CCR shall be permitted to prosecute work without interruption. If delayed at any time for a period of 24 hours or more by an act or omission of the Client, the Authority Having Jurisdiction (AHJ), any representative, agents or other contractors employed by Client, or by reason of any changes ordered in the work, CCR shall be reimbursed for actual additional expense caused by such delay, and loss of use of our equipment, and 30% for overhead.

LIMITATION ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL - TO THE EXTENT PERMITTED BY LAW, AN EMPLOYEE, AGENT, DESIGN PROFESSIONALS, OR ENGINEERS EMPLOYED BY CCR SHALL NOT BE INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF EMPLOYMENT WITH CCR UNDER THIS PROPOSAL TO AN OWNER, CONTRACTOR, SUBCONTRACTOR, OR TO ANY THIRD PARTY CLAIMING BY AND THROUGH THESE PARTIES.

8. RISK ALLOCATION

Client agrees that CCRs liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or CCR's fee, whichever is greater. Client agrees that the foregoing limits of liability extend to all of CCR's employees and professionals who perform any services for Client. If Client prefers to have higher limits on general or professional liability, CCR agrees to increase the limits up to a maximum of \$1,000,000.00 upon Clients' written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

9. ASSIGNMENT AND THIRD PARTIES

Neither the Client nor CCR may delegate, assign, sublet or transfer their duties or any interest in this Proposal without the written consent of the other party. Both parties agree there are no intended third-party beneficiaries to this Proposal including other contractors or parties working on the project, or, if necessary, a surety of CCR.

10. LABOR

This proposal is predicated on open-shop labor conditions, using our own personnel. If we are required to employ persons of an affiliation desirable to the Client or other contractor employed by him or the general contractor thereby resulting in increased costs to us, the contract price shall be adjusted accordingly. Such requirement shall not provide that CCR sign a contract with any labor organization. In the event of a labor stoppage, we shall not be in default or be deemed responsible for delay of the progress of this contract or damage to the Client or the contractor so long as CCR has sufficient qualified employees available to perform the work.

Our proposal is based on our crew performing our Scope of Work in accordance with our standard safety program. If any additional safety requirements are placed on us (not required by OSHA) such as: site training, additional safety equipment or permit required confined space, the cost for such additional requirements plus 30% for overhead shall be reimbursed to us.

11. QUOTATION

We are prepared to carry out this work in accordance with the foregoing for the lump sum price of:

Mobilization (2 times):	\$ 700.00
NACE III/SSPC Concrete Coatings Inspections:	<u>\$5,500.00</u>
Inspections Total:	\$6,200.00

Periodic and final payment, including any retention, shall be made within **10 days** from the date our work is completed or the billing is received, or in accordance with applicable state Prompt Payment law, whichever is earlier, and is to be received by us in our accounting office at 250 SW 36th Terrace, Gainesville, Florida 32607. Final payment shall not be held due to delays in testing. Payment not received by that date will be considered past due and will be subject to a late payment charge of 1½% per calendar month, or any fraction thereof until received in our office.

If CCR does not receive payment within 7 days after such payment is due, as defined herein, CCR may give notice, without prejudice to and in addition to any other legal remedies, and may stop work until payment

of the full amount owing has been received. The Proposal Amount and Time shall be adjusted by the amount of CCR's reasonable and verified cost of shutdown, delay, and startup, which shall be effected by an appropriate change order.

Any reasonable legal or other expense necessary for the enforcement of this Proposal or for the collection of monies due shall be borne by the party at fault. If sales tax is excluded from our price, or on materials contained in our price, in accordance with project specifications, such exclusion is subject to receipt of adequate tax exemption documents from you or the project owner prior to commencement of Work to allow for our application of same. If proper tax exemption documentation is not received or is not adequate to provide exemption, we reserve the right to receive reimbursement of all sales tax CCR is obligated to pay due to the tardiness, lack of, or inadequate exemption documentation on behalf of you or the owner.

12. ARBITRATION/DISPUTE RESOLUTION AND VENUE

Any controversy or claim relating to the contract between us shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment by the arbitrator(s) may be entered in any court having jurisdiction. The claim will be brought and tried in judicial jurisdiction of the court of the state and county where CCR's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other claim related expenses the venue for any litigation under this Agreement shall be in Alachua County, Florida. If CCR engages an attorney for the collection of the amounts due from the Client, the Client shall pay CCR its reasonable attorney's fees and costs through any appeal. The laws of the State of Florida will govern the validity of these terms, their interpretation and performance. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

13. CHANGES IN SCOPE AND LIMITATIONS

If the Client wishes to have CCR perform any additional repairs or remediation of the structure or accessories, it shall authorize such work in writing and pay CCR its standard charges for such work.

It is agreed that CCR shall not be responsible for any consequential, special or delay damages. CCR does not assume responsibility for differing, latent or concealed conditions, which differ materially from those indicated in the subcontract/Contract documents or from those ordinarily found to exist and not inherent in the Work, including but not limited to weather, and not caused by CCR's fault or negligence.

14. TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall be effective if that substantial failure has been redeemed before expiration of the period specified in the written notice. In the event of termination, CCR shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months prior to completion of all work contemplated by the proposal, CCR may complete such analyses and records as necessary to complete their files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of CCR in completing such analyses, records and reports if necessary.

15. GUARANTEE

CCR will guarantee its workmanship and materials on its work covered in this Proposal for a period of one year after completion of its work. Prior to leaving the location, CCR personnel will perform a walk through with the responsible party overseeing our work for the Client. In case any defects in CCR's workmanship or materials appear within the one-year period after completion and acceptance of CCR's work, CCR shall promptly make repairs at its own expense upon written notice by the Client that such defects have been found. CCR's guarantee is limited to defects in CCR's workmanship and materials and CCR is not responsible for ordinary wear and tear or for damage resulting from negligent or inappropriate use or lack of maintenance.

If a bond is required for the Scope of Work included in this contract, CCR will furnish a one-year Performance and Payment Bond. The cost of this bond is **not included** in our price. Please add \$9.00 per \$1,000 of contract value.

16. ACCEPTANCE

This proposal is offered for your acceptance within **30 days** from the proposal date. We reserve the right after that period to amend our bid to reflect our changing construction schedules and materials and labor rate changes. The return to this company of a copy of this proposal with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This proposal shall be made a part of any subcontract agreement or purchase order.

Sincerely,

CROM COATINGS AND RESTORATIONS



Cliff Dykes
Project Manager



Robert G. Oyenarte, PE
President

/mkr

ACCEPTED BY CLIENT

PRINT: _____

TITLE: _____

DATE: _____

