



**Service Quote**

|              |                          |                 |   |
|--------------|--------------------------|-----------------|---|
| Account Name | Town of Westlake         | Date            | 2/1/2024                                    |
| Contact Name | Kyle Flanagan            | Prepared By     | Dakarai Brooks                              |
| Email        | kflanagan@westlaketx.gov | Email           | dakarai.brooks@usunderwaterservices.com     |
| Quote Number | 00012363                 | Quote Name      | Town of Westlake: Inspection/Cleaning- 2024 |
|              |                          | Expiration Date | 2/29/2024                                   |

| Product                                | Line Item Description   | Sales Price | Quantity | UOM  | Total Price |
|--|---|-------------|----------|------|-------------|
| Dive Inspection - EST                  | Knox (inner ring)   | \$1,800.00  | 1.00     | each | \$1,800.00  |
| In-Service Diver Cleaning (4 Man Team) | GST #1 - up to 1 inch 100% of coverage                        | \$475.00    | 16.00    | hour | \$7,600.00  |
| Dive Inspection - GST                  | GST #1  | \$1,600.00  | 1.00     | each | \$1,600.00  |
| In-Service Diver Cleaning (3 Man Team) | GST #2 - up to 1 inch 100% of coverage                        | \$425.00    | 20.00    | hour | \$8,500.00  |
| Dive Inspection - GST                  | GST #2  | \$1,600.00  | 1.00     | each | \$1,600.00  |
| In-Service Diver Cleaning (4 Man Team) | Knox (inner ring) - up to 1/2inch of sediment at 20% coverage | \$475.00    | 12.00    | hour | \$5,700.00  |
| Mobilization/Demobilization            | 5 trip @ 85 miles/round trip                                  | \$4.75      | 425.00   | trip | \$2,018.75  |

**Estimated Total Project Cost**

Total Price      \$28,818.75

*Total Price is based off our best, good faith evaluation of the effort required to complete the scope of work given the information available at the time of the quote. We reserve the right to adjust prices due to changes in the work scope, errors or omission of information.*

Description      In service potable tank inspections and cleanings utilizing commercial divers. Sediment to be discharged on-site. Pricing per Buy Board contract #662-22.

**Standard Terms & Conditions**

**CLARIFICATIONS**

Service Quote is contingent upon availability of personnel and equipment.

Standard payment terms are Net 30 days.

Scope of work will be performed by ADCI certified commercial divers and will meet all American Water Works Association (AWWA) requirements and OSHA 29 CFR specifications, including AWWA current standards (ANSI/AWWA c652-92) regarding disinfection procedures when conducting underwater activities in potable water storage facilities. All equipment used will be for potable water only.

Water access hatches must have dimensions of 24" x 24" or greater for diver entry.

Client is responsible for coordinating the turning off of all radio frequency (RF) antennas/transmitters which could create an unsafe work environment. USU will charge \$450.00 per hour for all downtime caused by delays related to unsafe RF activity.

To efficiently complete work, USU requires 10 hours access to tank sites per day. If tanks are not accessible for at least the 10-hour minimum, Client may be subject to additional fees and/or mobilization charges. Client must have tanks full prior to arrival of the dive team. Additional onsite delays not caused by USU will be subject to an hourly charge of \$450.00. This includes but is not limited to: waiting on Client to arrive, waiting for keys, insect infestations, tanks not being full and baffle walls not revealed to USU prior to agreement in scope of work. Baffle walls create a larger scope of work; please disclose whether a tank has baffle walls so that USU may properly estimate the job.

Dive Supervisor will consult with the client representative on the final decision regarding safe working conditions.

If additional mobilization is required to complete a project caused by customer related downtime, USU will invoice additional mobilization fees.

Should contractor be inhibited or denied access to a facility to perform a dive inspection, contractor will complete a standard exterior inspection

checklist and client will be billed for full inspection price.

Unless otherwise noted, standpipes will be diver inspected to 60', and the remainder will be inspected by drop camera.

Inspection reports will include a proposal of recommendations for compliance with applicable AWWA and OSHA standards/requirements. Unless otherwise specified, USU will provide digital copies of the completed report. Paper copies of the report can be obtained by Client request.

**Sediment Removal Clause, if applicable:** Sediment removal prices are based on the sediment level indicated in the quote line item. Should Client require the sediment hauled offsite, USU must reconsider the scope of work and adjust pricing accordingly. In the event sediment exceeds levels quoted, USU will immediately contact Client to discuss rates for excess sediment removal. Unless otherwise stated, rock & other debris are not included in standard sediment removal. Should these items be found, USU will notify Client and adjust the price according to the new scope of work. Client must be able to maintain a full water level during the sediment removal process. If the water level cannot be maintained, USU will charge the applicable hourly rate while tank is being filled. If Client fails to disclose discharge location at the time of estimate, additional charges may be incurred.

**Tank Washout Clause, if applicable:** Client to drain tank and open manways prior to USU arrival. Client to re-seal manway hatches after USU demobilization. If the tank is not drained/opened, USU will charge the applicable hourly rate while waiting for tank access

**Pressure Tank Clause, if applicable:** A full internal (if accessible) and external inspection will be conducted. Client understands tanks must be drained, de-pressurized and opened prior to inspection. Client is responsible for resealing hatches and drains as well as replacing gaskets.

If client requires a third party onsite for the project, it is the responsibility of the client to pre-arrange arrival to coincide with the commencement of the work. Any delays caused waiting on a client-required third party [i.e. health department, engineering firm, management company] will be billed at a standby rate of \$450.00 per hour.

Unless otherwise specified, pricing does not include site specific training. If a pre-project orientation/training is required to access the site, Client must notify USU prior to quote acceptance. Additional charges may apply for site specific orientation/training.

**Tank Mixer Clause, if applicable:** Install includes mixer placement and topside tie-in of electrical components. Client is responsible for running power to the tank, and must provide electrician to make final connection at panel. USU recommends cleaning tank prior to mixer install.

**Tank Product/Repair Clause, if applicable:** Client is responsible for removing all obstructions to install custom products.

**STANDARD OF CARE.** USU will perform its Services using the care and skill ordinarily exercised by professionals performing similar services under similar conditions in the same or similar locality as Project.

**INSURANCE.** USU shall procure and maintain insurance as follows: Worker's compensation and employer's liability as required by applicable law; comprehensive general liability (\$1,000,000 per occurrence / \$2,000,000 aggregate); professional liability (\$1,000,000 per occurrence / \$2,000,000 aggregate); and automobile liability (\$1,000,000 - combined single limit).

**LIMITATION OF CONSEQUENTIAL DAMAGES & LIABILITY.** USU shall not be liable to Client for, and Client waives entitlement to and recovery of, consequential damages against USU however caused. USU's total liability to Client for any and all liability arising out of related to this Agreement and/or the services performed by USU, whether in contract, tort, indemnity, or any other cause of action or theory of liability, shall not exceed the available proceeds of USU's insurance. The foregoing limitations shall survive expiration and/or termination of the Agreement.

**I hereby certify that I have read and agree to the above terms and conditions of this service quote.**

Quote Acceptance Information

Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Purchase Order # \_\_\_\_\_ Please provide copy of purchase order, if applicable.