

DATE: 9/9/2015

Vendor No.

Fax:

On File? Y/N

<div> <div>↓</div> <div>COG USE ONLY</div> <div>↓</div> </div>		<div> <div>↓</div> <div>COG USE ONLY</div> <div>↓</div> </div>	
<div> <div>Pricing method:</div> <div> <div></div> <div>Verbal / Phone</div> </div> <div> <div></div> <div>Email/Mail/Fax</div> </div> <div> <div></div> <div>Bid / RFP #</div> </div> <div> <div></div> <div>E-Verify Affidavit</div> </div> </div>		<div> <div>4432 / Michael Melton / 9/9/2015</div> </div>	
		Dept / Requestor / Date	Purchasing / Date
<div> <div>Vendor emailed copy?</div> <div> <div></div> <div>Vendor Notified</div> </div> </div>		Department Mgr / Date	Finance Director / Date
<div> <div>Invoice apprvd/attchd?</div> <div> <div></div> <div>PMT Approval</div> </div> <div> <div></div> <div>Inv Attached</div> </div> </div>		City Manager / Date	BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.



PRECON CORPORATION

Prestressed Concrete Tanks

115 S.W. 140th Terrace
Newberry, Florida 32669
(352) 332-1200
Fax 332-1199

August 21, 2015

Michael Melton
City of Griffin
100 South Hill Street
Griffin, GA 30223
mmelton@cityofgriffin.com

PROPOSAL

Subject: City of Griffin
Recoating 1 MG Existing Ground Storage Tank

Description: 1.0 MG Clearwell, 120'-0" ID x 12'-10" WD

1. MATERIALS AND SERVICES TO BE FURNISHED BY PRECON CORPORATION

Precon proposes to furnish all labor, material, equipment, scaffolding, forms and supervision required to complete the tank in accord with the request of the City of Griffin and Precon Corporation's standard prestressed concrete tank design. The services to be furnished by Precon Corporation are specifically:

Item:	Total
a. Mobilization	\$ 1,500.00
b. Pressure wash exterior walls and dome at 5,000 PSI	\$ 2,821.00
c. Paint tank exterior walls with 2 coats Tnemec 156	\$ 15,245.00
d. Paint tank exterior with 2 coats Sherwin-Williams Loxon XP	\$ 11,491.00

2. MATERIALS AND SERVICES FURNISHED BY OTHERS

It is understood that the following services are not included and are to be provided by others:

- a. Electricity for construction
- b. Uninterrupted water for construction
- c. All permits and government fees.

4. QUOTATION

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

See above pricing

Based on monthly estimates for work completed and materials on hand, your payments, less retainage, are to be received by us in our office at 115 SW 140th Terrace, Newberry, Florida 32669, within five days after receipt of the Owner's payment. Our retainage will be reduced as your net retainage is reduced. In the event of default on the date of final payment, it is agreed that interest will be paid at the rate of 15% per annum on the outstanding balance. Any reasonable legal or other expense

necessary for the enforcement of this contract or for collection of monies due shall be borne by the party at fault.

4. COMMENCEMENT AND COMPLETION

We are prepared to furnish sufficient labor, materials and equipment to complete the work within approximately 1 week after a mutually agreeable start date.

5. SHOP DRAWINGS AND DESIGN DATA

We will submit all data required, including complete computations, shop drawings and specifications for approval prior to starting work.

6. BOND

The cost of a payment-performance-maintenance bond, issued for a one-year period, is to be added to the bid price if required. The price for this bond is \$12.00 per \$1,000.00. If utilizing sub-guard, any bonds required will be added to the tank price.

7. SAFETY

This proposal is based on performing the work in accordance with Precon Corporation's Safety Program, which meets or exceeds CFR 1926 OSHA Standards. If any additional safety requirements are placed upon us, such as additional site training or safety equipment, the cost for such additional requirements plus overhead shall be reimbursed to us.

10. DELAYS

It is agreed that we shall be permitted to prosecute our work without interruption. If delayed at any time for a period of 24 hours or more by an act or neglect of the owner, his representative or other contractor employed by him, or by reason of any changes ordered in the work, we shall be reimbursed for our actual additional expense caused by such delay, including loss of use of our equipment, plus overhead and profit.

11. INSURANCE

Precon will furnish an insurance certificate showing coverage of liability, property and worker's compensation insurance upon request. Our insurance will be carried in accord with the general condition requirements. An additional amount will be added to our subcontract price if there are any extra requirements. Builder's Risk insurance will be carried in accord with general conditions requirements.

12. ACCEPTANCE

This proposal is offered for your acceptance within 15 days. This proposal is based on the conditions of the AIA Standard Form of Agreement Between Contractor and Subcontractor, and it shall be made part of any subcontract.


Accepted: _____

By: _____

Title: _____

Date: _____

Offered: Precon Corporation

By: 

Adrian C Moore

Title: Project Manager
Special Projects



COATING SPECIALIST

A Division of CROM, LLC

September 9, 2015

**REPAINT 1.0-MG TANK
1.0-MG TANK
FLINT RIVER REGIONAL WTP
GRIFFIN, GEORGIA
CCN 2015-CC-089**

Crom Coatings proposes to provide labor, material, and equipment to prepare and apply proposed coating system to the exterior of the tank in accordance with all applicable codes and standards.

1. DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED DATA

Prior to starting work, Crom Coatings will gather all data required for submittal purposes for painting the aforementioned storage tank including any available computations, detailed drawings, and specifications.

2. COMMENCEMENT AND COMPLETION

Upon your execution of this proposal, we will proceed according to a mutually agreed upon schedule determined between Owner/General Contractor and Crom Coatings, after a notice to proceed is issued by the Owner; and will undertake to furnish sufficient labor, materials, and equipment to complete the work within approximately 1 week working time thereafter.

In the event that we cannot start the job by March 2016 because of delays of any nature which are caused by the owner or other contractor employed by him or other circumstances over which we have no control, the contract price may then be renegotiated to reflect any increased costs.

3. INSURANCE

We hereby certify that we have complete Workers' Compensation Insurance and that we carry adequate Liability and Property Damage Insurance as well as Builders' Risk Insurance until completion of Crom Coatings' Work. A certificate will be furnished by our insuring agency upon request.

4. SERVICES TO BE FURNISHED BY CROM COATINGS

We propose 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 Crom Coatings are specifically:

Tank Description

1,000,000-Gallon Storage Tank
120'-0" ID x 12'-10" SWD (Partial backfill)

a. Exterior Coating System

1. pressure wash exterior with minimum 3500 psi
2. minor patching as needed
3. apply stripe coat of Tnemec Series 156 Enviro-Crete with a final DFT of 4 to 8 mil
4. apply full coat of Tnemec Series 156 Enviro-Crete with a final DFT of 4 to 8 mil

5. MATERIALS AND SERVICES FURNISHED BY OTHERS

It is understood that the following services shall be provided by others without expense to Crom Coatings.

- a. Adequate access to the tank site including open storage space for our vehicles, equipment and materials, conveniently located near the tanks to be painted.
- b. A continuous supply of potable water under minimum pressure for the use of the Crom Coatings crew within 100 feet of the tank site.
- c. A continuous supply of electricity during the period of work: one 30-AMP, 110/220-volt service for the operation of our power tools and accessories, located not more than 100 feet from each/the tank. Please be sure that all circuit breakers are ground-fault protected. One 480-volt service for the operation of our de-humidification equipment, ventilation and accessories, located not more than 100 feet from each/the tank.
- d. Any permit or other governmental fees as may be required for the work.
- e. Drainage, disposal decontamination of the tank's contents.
- f. Testing or disinfection of the tank including a supply of water for refilling the tank.
- g. Repair and remediation of the tank and accessories.
- h. Complete lock out and tag out of the subject tank prior to personnel entering the tank. Owner will be required to provide all materials for this process. Crom Coatings will review the procedures before entering the tank.
- i. Lead and/or asbestos abatement.
- j. Dumpsters and disposal of all waste and debris generated during blasting and coating operation and demobilization.

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. Crom Coatings claims for extras shall carry 30% for overhead and 10% for profit. Crom Coatings shall not be responsible for safety violations of others.

7. DELAYS

It is agreed that we shall be permitted to prosecute our work without interruption. If delayed at any time for a period of 24 hours or more by an act or neglect of the owner, his representative, or other contractor employed by him, or by reason of any changes ordered in the work, we shall be reimbursed for our actual additional expense caused by such delay, including loss of use of our equipment, plus 30% for overhead.

Crom Coatings does not assume responsibility for differing, latent or concealed conditions, including, but not limited to weather, not caused by its fault or negligence, and construction on the site does not constitute acceptance thereof. In the event a differing condition is encountered during work, which differs materially from those indicated in the subcontract documents or unknown physical conditions, from those ordinarily found to exist, and not recognized as inherent in the Work, Subcontractor shall be entitled to an equitable adjustment in price and time to compensate for additional costs and time requirements, resulting therefrom. Crom Coatings shall not be obligated to perform changes until written instructions have been issued by Contractor.

Performance of the Work under this Proposal shall be excused subject to impossibility and impracticability due to an act of god or other force majeure occurrence, such as, but not limited to, war, terrorism, and illegality, not caused by Crom Coatings.

8. 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 owner 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 Crom Coatings 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 owner or the contractor so long as Crom Coatings has sufficient qualified employees available to perform the work.

9. QUOTATION

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

Exterior Surface Preparation and Coating:	\$23,900.00
--	--------------------

Final payment, including any retention, shall be made within 30 days from the time work is completed or the billing is received, 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 up because of delays in testing. Owner shall pay Crom Coatings interest at 12% per annum on any overdue amounts.

Any reasonable legal or other expense necessary for the enforcement of this contract or for collection of monies due shall be borne by the party at fault.

10. CONSULTATION AND LIMITATIONS

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

It is agreed that Crom Coatings shall not be responsible for any consequential, special or delay damages.

It is agreed that the venue for any litigation under this Agreement shall be in Alachua County, Florida.

If Crom Coatings engages an attorney for the collection of the amounts due from the Owner, the Owner shall pay Crom Coatings its reasonable attorney's fees and costs through any appeal.

11. GUARANTEE

Crom Coatings 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, Crom Coatings personnel will perform a walk through with the responsible party overseeing our work for the Owner or Contractor. In case any defects in Crom Coatings' workmanship or materials appear within the one-year period after completion of Crom Coatings' work, Crom Coatings shall promptly make repairs at its own expense upon written notice by the Owner or Contractor that such defects have been found. Crom Coatings' guaranty is limited to defects in Crom Coatings' workmanship and materials and Crom Coatings is not responsible for ordinary wear and tear or for damage resulting from negligent or inappropriate use.

The cost of a bond is not included in our price. If a bond is required on the work, please add \$9.00 per \$1,000 of contract value for a one-year Payment and Performance Bond.

12. ACCEPTANCE

This proposal is offered for your acceptance within 90 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 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



Cliff Dykes
General Manager

/das

ACCEPTED

BY: _____

TITLE: _____

DATE: _____



Proposal From
UTILITY SERVICE COMPANY, INC.
1230 Peachtree St NE · Suite 1100 · Promenade · Atlanta, GA 30309
Toll-free: 855-526-4413 | Fax: 478-987-2991
utilityservice.com

Date: 9-8-2015

Submitted by: **Lee Smallwood**

Local Phone: **864.415.2388**

SFID:

CN:

SO:

Proposal Submitted To: City of Griffin, GA			Phone Number: 678-692-0407		Fax Number: 678-692-0143	
Street Address: 2045 Flat Shoals Road			Description of Work to be Performed: Exterior Renovation			
City: Griffin	State: GA	Zip Code: 30206	Tank Name: Still Branch Clearwell			
Accounts Payable Contact Name: Mike Melton		Email: mmelton@cityofgriffin.com	Job Site Address: 2045 Flat Shoals Road, Concord, GA			
Job Contact (Inspection Reports): Mike Melton		Email: mmelton@cityofgriffin.com	County / Parish: Pike	Tank Size: 1,000,000	Tank Style: GST	

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Exterior

1. The complete exterior shall be fully pressure washed utilizing a hypochlorite solution and 3,500 to 4,000 psi pressure washers.
2. One (1) full intermediate coat of Tnemec Series 156 shall be applied to complete exterior sidewalls and a stipe coat on all roof cracks at a DFT of 4-8 mils.
3. One (1) full finish coat of Tnemec Series 156 shall be applied to complete exterior surfaces (100%) at a DFT of 4-8 mils.
4. Exterior colors to match tank beside above mentioned tank.

A NACE inspector will monitor the work to ensure quality work performed.

Thirty-Three Thousand Three Hundred Nineteen and No/100

Dollars \$33,319.00

Payment to be made as follows:

Payment in Full Completion of Work – plus all applicable taxes

Remittance Address: Utility Service Co., Inc., P O Box 674233, Dallas, TX 75267-4233

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
USG Signature

Lee Smallwood

Note:

This proposal may be withdrawn by us if not
accepted within Sixty (60) days.

Acceptance of Proposal -

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

Fiscal Yr Beginning Month

Signature

Date of Acceptance

Printed Name