

## MEMORANDUM

DATE: August 6, 2013

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Public Works Director Keith Williams

RE: Wulfert WRF and Donax WRF Storage Tank Repairs

RECOMMENDATION: Award Wulfert and Donax WRF Storage Tank Repairs to Florida Aquastore as a sole source provider in the amount of \$64,700.00

In May of 2013 Sanibel Public Works had scheduled inspections carried out on the Donax WRF Flow Equalizer Storage Tank and the Wulfert WRF Blended Water Storage Tank. Based on the inspections, reports were authored that included recommendations for necessary repairs to each tank. The recommended repairs included spot painting and seam sealing as well as needed repairs to personnel access and manways.

The Donax WRF tank was constructed in 1994, has a capacity of 468,000 gallons and stores raw wastewater.

The Wulfert WRF tank was constructed in 1990, has a capacity of 528,000 gallons and stores reclaimed water.

Both tanks are CST Storage Tank products. Florida Aquastore is the sole authorized dealer representative for CST Tank products, including tank inspection and repair. Attached is a letter, dated 01/30/2013, from CST Storage stating the status of Florida Aquastore as the sole representative. Based on the required repairs originating from the May inspection reports Florida Aquastore has submitted a proposal to carry out the repairs for a total amount of \$64,700.00.

Staff recommends that the Donax and Wulfert WRF storage tank repair work be awarded to Florida Aquastore as a sole source provider in the amount of \$64,700.00. These repairs are a budgeted expense with funding from the Utility Division's FY13 Operating Budget.

cc: Finance Director Sylvia Edwards  
City Attorney Ken Cuyler



## PROPOSAL AND CONTRACT

TO: CITY OF SANIBEL  
 930 Donax Street  
 Sanibel, Florida 33957  
 Attention: Jason Goodridge  
 Phone: (239) 472-3179  
 Fax: (239) 472-6592  
 Submitted by: Marcelo Sicuro

DATE: JULY 10, 2013  
 PROJECT: WULFERT & DONAX  
 TANK MAINTENANCE  
 TERMS: 50% down payment  
 40% Prior to mobilization  
 10% Upon Completion

Ref: Inspection Reports dated 05/15/13

QUANTITY	We are pleased to quote you on the following material for acceptance within 30 days:	UNIT PRICE	EXTENSION
	<b>Tank MIP# 8910489 Wulfert 528,000 gallons</b>		
1	Materials, labor and equipment to scrape and reseal all interior tank seams with CIM 1061.	\$16,500	\$16,500
1	Materials, labor and equipment to touch up tank exterior as needed	\$8,500	\$8,500
1	Supply and replace warning decals	\$200	\$200
6	Materials and labor to replace Cathodic Protection Bars	\$600	\$3,600
1	Supply and install (1) 24" HDG service manways	\$5,100	\$5,100
1	Remove one blind flanged nozzle and patch hole	\$300	\$300
1	Mobilization	\$2,000	\$2,000
1	Credit for Tank Inspection Cost	-\$500	-\$500
	<b>Tank MIP# 8890583 Donax 468,000 gallons</b>		
1	Materials, labor and equipment to scrape and reseal all interior tank seams with CIM 1061	\$15,800	\$15,800
1	Materials, labor and equipment to touch up tank exterior as needed	\$8,500	\$8,500
8	Materials and labor to replace Cathodic Protection	\$600	\$4,800
1	Repair cracks on curb with Sika Grout	\$400	\$400
1	Credit for Tank Inspection Cost	-\$500	-\$500



	<p>Supplied By Owner</p> <ul style="list-style-type: none"> <li>• Tank to be emptied and cleaned prior to our personal arrival</li> <li>• Tank Desinfection/Start up</li> <li>• Water for filling and refilling</li> <li>• Trash Disposal</li> </ul> <p style="text-align: right;">TOTAL.....</p>		<hr/> <p><b>\$64,700.00</b> + Applicable Sales Taxes</p>
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Accepted for the purchaser: \_\_\_\_\_ Date: \_\_\_\_\_ 20\_\_\_\_



## GENERAL TERMS AND CONDITIONS

1. Equipment location and staking, including plant orientation, influent and effluent location is the responsibility of the Purchaser and/or his engineer.

2. The elevation of equipment above or below grade must be determined by the Purchaser and/or his engineer and entered upon the approved drawings. Purchaser is responsible for establishing a benchmark at site for Florida Aquastore's (F.A.) erection crew.

**3. Purchaser agrees to provide a clear level work area a maximum of 6" of below the tank finished floor elevation and minimum of 10' beyond the radius of the tank.** Prior to starting erection, any obstruction in the work area, such as excavations, overhead lines, fences, trees, shrubbery, etc., shall be removed by and at the expense of the Purchaser. The Purchaser shall keep the site properly drained and free from surface water during erection, and until the work has been completed and accepted. The site and site access shall be capable of supporting a crane up to and including a 50 ton capacity and other erection equipment. Any fill or dewatering necessary to accomplish the above, or additional costs of oversized or special equipment required due to poor site conditions, will be the responsibility of the Purchaser. Site leveling, grading, etc. after erection shall be the responsibility of the Purchaser. F.A. shall be responsible for site cleanup and removal of trash, scrap materials, etc. left from F.A. erection work.

4. Purchaser agrees to provide site access and site working area capable of supporting the delivery trucks (70,000 to 75,000 pounds gross weight.) Purchaser agrees to maintain site access and working area, daily if required, to allow F.A. erection crew to perform work during all weather conditions. Should F.A. have to stop or delay work due to Purchaser's failure to prepare or maintain site or access to site, Purchaser agrees to compensate Florida Aquastore for costs incurred. Purchaser further agrees that Florida Aquastore shall be indemnified and held harmless from all loss or damages resulting from delays of job progress that are directly or indirectly a result of Purchaser's responsibility.

5. Florida Aquastore's erection personnel are non-union, and all work will be done by non-union personnel. In case of interference in erection work due to labor problems by persons not employed by F.A. or the imposition of requirements concerning labor, working conditions wage rates, etc., which were not clearly defined prior to F.A.'s acceptance of the erection job, F.A. shall have the right to stop work without prejudice or resolve. If additional costs are incurred by F.A. due to such conflict, the Purchaser hereby agrees to reimburse F.A. for the additional costs incurred.

Work hours by Florida Aquastore at the site shall be as determined by F.A. The Purchaser shall not define working hours, number of work days per week or prohibit F.A. from working evenings, weekends, holidays, etc. when deemed to be advisable by F.A.

### 6. INSURANCE

During the period of erection of the equipment contemplated herein, F.A. will maintain Insurance per our certificate of insurance as follows.:

- a. Worker's Compensation and Employer's Liability - \$1,000,000
- b. General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate
- c. Automobile Liability - \$1,000,000
- d. FONDO - Puerto Rico's Workers' Comp Insurance - For Puerto Rico Projects only

The customer shall be liable for providing Builder's Risk Insurance and/or All Peril Insurance to protect contractor from any and all occurrences beyond the scope of their work. Coverage shall include but not be limited to fire, theft, vandalism, wind, flooding, hurricanes, earthquakes, etc. or any and all other acts of god not specifically described above. Customer agrees to reimburse Florida Aquastore for any and all costs not covered by All Peril or Builder's Risk Insurance.

### 7. UNLOADING OF EQUIPMENT

Purchaser is responsible for unloading of equipment, which is to be erected by F.A. within 20' of the tank site, and for unloading any equipment or accessories shipped to Purchaser for his installation that is not a part of this contract..

### 8. PURCHASER ACCEPTANCE OF ERECTED EQUIPMENT

When erection of the equipment nears completion, F.A. shall give Purchaser seventy-two (72) hours verbal notice that the equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two (72) hours notice, an authorized agent to meet at the site with F.A. erection personnel, to inspect the erected equipment and accept same for/or on behalf of the Purchaser. Any back ordered items not installed at the time shall be listed on the "Acceptance Agreement" with the written understanding that F.A. is responsible for installing the subject equipment. Back ordered items shall be received by the Purchaser at the "back ordered address" previously provided and stored until the F.A. installation is scheduled.

### 9. PREPARATION FOR STARTUP OF ERECTED EQUIPMENT

Upon completion of erection, F.A. shall inform the Purchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparation for which he is responsible, such as: influent and effluent connections, installation of the required electrical power and supply and circuitry, filling tanks with clean water for testing and startup, etc. If any deficiencies in materials or workmanship by F.A. are discovered by the Purchaser while performing this work, the Purchaser shall immediately notify F.A. so that corrective action can be taken.

### 10. SECURITY AND PROTECTION OF EQUIPMENT

Purchaser is responsible for security of equipment stored on his site after delivery, and for any back ordered material delivered to Purchaser after departure of F.A. erection crews. F.A. shall not be responsible for deterioration, theft, vandalism or damage to equipment, which is stored on site or left inoperative after installation due to delays in startup. Purchaser agrees to be responsible for security and protection of such equipment.

### 11. BACKCHARGES

Florida Aquastore will accept no backcharges for any reason which have not been approved, prior to any work being performed, in writing by an officer of the company. Purchaser agrees to contact F.A. and receive written authorization prior to incurring any costs related to backcharges.

### 12. LICENSES AND PERMITS

Unless specifically stated in F.A.'s erection proposal, F.A. is not responsible for licenses, permits or fees required to perform the work defined in the proposal.

13. Purchaser intends that the machinery and equipment made the subject of this contract shall at all times be and remain personally, which is severable from Purchaser's premises. Purchaser hereby grants to Seller a security interest in the product purchased herein, together with all parts, accessories, attachments, additions, and replacements,

4722 N.W. Boca Raton Blvd., Suite C-102, Boca Raton, Florida 33431

Phone: (561) 994-2400

Fax: (561) 994-2444



now or hereafter installed in, affixed to or used in conjunction with said product. Seller shall have all the rights and remedies of the secured party under the Uniform Commercial Code. The security interest of Seller will terminate upon payment in full by Purchaser. In the event Purchaser finances this purchase through someone other than Purchaser, Purchaser agrees to assign the security interest to such financing agency upon receipt by Seller of payment in full.

**14.**The price quoted herein is subject to revision by F.A. at the time of invoicing if shipment takes place more than twenty-six (26) weeks after the date of acceptance of the order by F.A. The revision shall be based upon increases in actual material costs to F.A. during the period from acceptance of order to date of shipment.

**15.**Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract, the encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim made by F.A.

**16.**F.A. reserves the right to make claim in seek remedy for any and all extra work resulting from errors, omissions, or inaccuracies either written or verbal. No waivers shall be given in this regard. In the event another contract form, other than this original, is awarded for the above described work, F.A. will not assume any undue liability either by indemnification or deficiency of the Contractor, Subcontractor or Owner. F.A. will be only responsible for its own work or the work of its subcontractors and not for errors, omissions or inaccuracies by the Architect/Engineer or Owner.

**17. ATTORNEY'S FEES**

Should either party employ and attorney to institute suit or demand arbitration to enforce any of the provisions hereof, to protect it interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and expenses expended or incurred therein. All legal actions and claims shall be made in Palm Beach, Florida.

**18. TIME DELAYS/CUSTOMS DELAYS**

In the event F.A. experiences time delays due to weather, labor strikes, customs/immigration clearance delays, airline or other travel delays/cancellations, production, delays or any other actions beyond the control of F.A., then an immediate extension of the contract completion date shall be due to cover the period of delay. Any time representations reflected in this proposal are based on prior experience estimates and may fluctuate due to conditions outside the control of F.A.

**19. CANCELLATIONS**

Should Buyer cancel the customized engineered order AFTER the equipment has been released to production the buyer will forfeit pre-payments made to date.



January 30, 2013

Mr. Jason Goodrich, Lead Operator  
City of Sanibel  
800 Dunlop Road  
Sanibel, FL 33957

Dear Mr. Goodrich:

This is a confirmation letter to all owners, or potential owners of CST Storage tank products.

Florida Aquastore ([www.florida-aquastore.com](http://www.florida-aquastore.com)) headquartered in Boca Raton, Florida is the sole authorized dealer representative for the sale of all CST-Storage products and aftermarket parts service and equipment. Florida Aquastore is also CST Storage's authorized and certified/trained partner, managing all aspects of tank inspection, repair and installation and construction.

Florida Aquastore has proudly represented CST Storage for two generations and should satisfy a vast range of solutions for all of your storage needs.

Please contact Florida Aquastore directly for quotations on new projects, and also assistance with inspections and recommendations to maximize the life of your existing tank(s) or replacement or parts requirements.

Best regards,

*Darin Cesan*

Darin Cesan, LEED AP  
Director of Liquid Products and Markets  
CST Storage  
692 Woodfield Drive  
Lititz, PA 17543

**Lenexa**  
913-621-3700  
9701 Renner Blvd Suite 150  
Lenexa, KS 66219 USA

**DeKalb**  
815-756-1551  
345 Harvestore Drive  
DeKalb, IL 60115 USA

**Parsons**  
620-421-0200  
2101 South 21st Street  
Parsons, KS 67357 USA

**Winchester**  
931-967-9135  
491 Baxter Lane  
Winchester, TN 37398 USA

