

STATE OF TEXAS
COUNTY OF DALLAS

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**CANAL DREDGING
SERVICES AGREEMENT**

This Canal Dredging Services Agreement (“Agreement”) is made by and between the City of Coppell, Texas (“City”) and American Underwater Services, Inc., a Texas corporation (“Contractor” or “Company”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement to provide canal dredging and debris removal in Grapevine Springs Park in the City (the “Project”); and

WHEREAS, Contractor desires to render services in accordance with the terms and conditions under this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I
Term**

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Contractor completes the services required herein to the satisfaction of City, unless sooner terminated as provided herein.

**Article II
Scope of Services**

2.1 Contractor shall provide all labor, tools, materials, equipment, supplies, transportation, and management required for the Project in accordance with the terms, conditions, and provisions of the proposal attached hereto as Exhibit “A” (the “Work”). The City may, at any time, stop any services by the Contractor upon giving Contractor written notice. Contractor shall be bound to the City for Contractor’s services by the terms, conditions and responsibilities set forth in this Agreement.

2.2 No Waiver of Rights. Neither the City’s review, approval or acceptance of any of the Work required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to the City in accordance with applicable law for all

damages to the City caused by Contractor's negligent performance of any of the services furnished pursuant to this Agreement.

2.3 Permits and Notices. Contractor will comply with all laws and regulations of any public authority having jurisdiction over the Work. The Contractor will also obtain all permits, certificates, and licenses required by the City.

2.4 Removal of Material and Site Cleaning. Contractor shall entirely remove all discarded material, rubbish and waste resulting from the Work and services performed under this Agreement. All debris, material, rubbish and waste created or caused by the Work shall become the property and responsibility of the Contractor. Contractor is further responsible for cleaning the location of the Work upon completion and shall leave the work site each working day in a clean, orderly and safe condition. During the off days, Contractor shall leave the work site clear of all equipment, material, and rubbish and/or waste, unless otherwise agreed to by the Parties.

Article III Schedule of Work

3.1 Work Schedule Established. Contractor agrees to commence services upon a written Notice to Proceed from the City and to perform the required services within the time period set forth in Exhibit "A" but not later than forty (40) calendar days from date specified in the Notice to Proceed as mutually agreed upon by the City and Contractor (the "Work Schedule").

3.2 Time is of the Essence. Contractor acknowledges that time is of the essence and agrees to commence services immediately upon Notice to Proceed and to complete Work as expeditiously as possible, subject to the events of Force Majeure. Both parties have agreed to the provisions of this Agreement in anticipation of the orderly and continuous progress of the services through completion of the Work.

Article IV Compensation

4.1 Payment Terms.

- A. City shall compensate Contractor for Work satisfactorily performed under this Agreement in a total amount not to exceed Seventy-Four Thousand, Four Hundred and Twenty-Five and 00/100 Dollars (\$74,425.00). All fees paid to Contractor by City shall be based on invoices submitted by Contractor for work performed monthly, less any previous payments, and shall be paid within thirty (30) days of receipt of invoice by City.
- B. City reserves the right to delay, or withhold, without penalty, any payment or partial payment when, in the opinion of the City, Contractor has not made satisfactory progress on the Work or Contractor refused or fails to timely complete the Work.

- C. City may deduce from any amounts due or to become due to Contractor any sum(s) owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement or in the event of assertion by other parties of any claim or lien against City, or the City's premises, arising out of Contractor's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect the City from any and all loss, damage, or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Contractor.

- D. City may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:
 - (1) Defective work not remedied;
 - (2) Claims filed or reasonable evidence indicating possible filing of claim(s);
 - (3) Failure of Contractor to make payments promptly to subcontractors or for material or labor which City may pay as an agent of Contractor; or
 - (4) Damages to another contractor or subcontractor.

When the above grounds are removed or Contractor provides a surety bond satisfactory to City which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

4.2 Additional Expenses Included. Contractor shall be responsible for all expenses related to the Work provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article V Contractor Obligations

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of services required under this Agreement.

5.2 To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

5.3 Unless otherwise agreed, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the Project. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

5.4 Contractor shall, at its expense, obtain all permits and licenses necessary for the performance of this Agreement and pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of this Agreement.

5.5 All minor details of the work not specifically mentioned in Exhibit "A" hereto but obviously necessary for the proper completion of the Work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this Agreement shall be understood to mean and include all work that may be required by City to be done by Contractor to accomplish any alteration or addition to the work as described herein and shown on Project drawings. Contractor shall perform all extra work under the direction of the City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of Contractor to require written confirmation of such extra work order by City. Payment for extra work shall be as agreed in the work order.

5.6 Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

5.7 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state, and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, and other safety devices as may be necessary or appropriate to insure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Owner during the progress of the work.

5.8 Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exist at, above, or beneath the location where any work is to be performed. In the event that any utility or utility services are disturbed or damaged during the progress of the work, Contractor shall forthwith repair, remedy, or restore the utility at Contractor's sole expense.

5.9 Neither City's review, approval or acceptance of, nor payment for any of the services or Work required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

5.10 The rights and remedies of City under this Agreement are as provided by law.

Article VI Suspension of Work

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action.

Article VII Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of Work delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article VIII Insurance

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit "B" attached hereto and set forth Contract Documents. Contractor shall provide signed Certificates of Insurance verifying that Contractor has obtained the required insurance coverage for the City prior to the Effective Date of this Agreement.

Article IX Termination

9.1 Termination. City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. In the event of such termination, Contractor shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

9.2 Termination for Cause or Default. Either Party may terminate this Agreement as provided in this paragraph if the other Party fails to comply with the terms set forth herein. The Party alleging the default shall give the other party thirty (30) days prior written notice of the default citing the terms of the Agreement that have been breached and what action the defaulting Party must take to cure the default. If the Party in default fails to cure the default as specified in the notice, the Party giving the notice of default may terminate this agreement by thirty (30) days prior written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Agreement as allowed by law, including any damages or costs suffered by either party. This provision is not intended to and does not act as a waiver of the City's sovereign immunity.

Article X Indemnification

10.1 CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE) AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES AND OTHER PERSONS.

10.2 IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CITY AND CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF CONTRACTOR'S OWN NEGLIGENCE.

10.3 CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.

10.4 CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIAL MEN AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

**Article XI
Miscellaneous**

11.1 Entire Agreement. This Agreement, including the attached Exhibit “A”, constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

11.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail or overnight courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If Intended for City, to:

Mike Land
City of Coppell, Texas
255 E. Parkway Blvd.
Coppell, Texas 75019

With Copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If Intended for Contractor, to:

Attn: Marty Pierce
American Underwater Services, Inc.
P.O. Box 126216
Fort Worth, Texas 76126

11.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Exculpatory. Contractor shall make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the City or any of its representatives, and that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

11.14 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances

and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.15 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

11.16 Sales and Use Taxes. Contractor understands and acknowledges that City is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. City agrees to provide Contractor such documentation as may otherwise be required by state law to allow Contractor to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

11.17 Boycotting Israel. Contractor verifies that it does not boycott Israel and agrees that during the term of this Agreement it will not boycott Israel as that term is defined in Texas Government Code section 808.001, as amended.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2021.

CITY OF COPPELL, TEXAS

By: _____
Mike Land, City Manager

Approved as to form:

By: _____
Robert E. Hager, City Attorney

EXECUTED this _____ day of _____, 2021.

AMERICAN UNDERWATER SERVICES, INC.

By: _____
Name: _____
Title: _____

EXHIBIT "A"
(Scope of Work – American Underwater Services)



AMERICAN UNDERWATER SERVICES, INC.

P.O. Box 126216
 Fort Worth, Texas 76126

Phone (817) 377-8512
 Fax (817) 367-6383

May 4, 2021

John Elias
 Parks and Recreation
 City of Coppell, TX
 972-462-5115
 jelias@coppelltx.gov

RE: Proposal No. P8678 Dredging a canal in Grapevine Springs Park

Executive Summary

American Underwater Services, Inc. is pleased to present our proposal for the above referenced project.

Job Scope

Size and/or description of the area/areas to be dredged:	<u>AUS will dredge the silt, sticks, trash, most of the algae, and some rocks out of your pond to firm bottom, +/- 8". Our pump will suck up some of the smaller rocks, but it is not designed to dredge rocks.</u>
Type of dredging equipment needed:	<u>C Hydraulic Submersible Pump</u>
Type of disposal method:	<u>D. De-Watering Roll off Boxes</u>
Estimated time of completion in days:	<u>40 Days+/-</u>
Estimated length of pipe needed:	<u>600' or less pipe and hoses</u>
Dive crew or dredging crew needed:	<u>This will be a 3-4 man crew</u>
Other conditions that need to be noted:	<u>The end of Park Street will need to be used to place the roll off boxes. Dredging equipment will be staged in the park. Construction fencing will be used to section off the work area in the park and around the roll off boxes. Water will be returned to the pond through the drainage system as the boxes dewater. We estimate 40 boxes. The proposal includes disposal.</u>

Insurance and Safe Practice Procedures

We have General Liability that covers commercial diving operations, marine operations and dredging projects. Our Workers Compensation coverage includes, Jones Act coverage's, US Longshore & Harbor workers coverage's and others that allow us to work within, potable water facilities, contaminated facilities, offshore, navigable waterways, lakes, rivers and streams.

We have a current safe practices manual that is used as needed as well as a (JHA) Job Hazard Analysis work sheet.

Commercial Divers and/or our Dredge operators

If the project has diving involved it will be performed using our commercially certified divers that are licensed through accredited commercial diving schools and are experienced in offshore and inland diving operations. The shallow air package that supports the diving operations will include at minimum; 1-Air compressor (25cfm), Volume tank, 2-Dive hoses with communications, 2-Dive hats, dive manifold with a Pneumofathometer "depth gauge", 2-Communications Radios, Air filter, Secondary air supply, and Safety manual, OSHA first aid kit and Dive Flag. A.U.S. complies with OSHA-29 CFR part 1911 concerning commercial diving operations. Some of our dredge operators are our former commercial divers that wanted a change of pace.

Disposal Method

De-watering roll off boxes:

A.U.S. had some special de-watering roll off boxes made for projects that are fully developed to the point where there are not any fields or open spaces for sediment bags. These boxes are parked on the side of the streets, parking lots, driveways etc and don't look very different from regular roll-off type boxes used in other industries. The muddy water coming from the dredge pump is discharged into the top of a roll-off de-watering box through a manifold system. Once the muddy water enters the box the sediment is separated from the by a special liner that is on the walls and floor of the box. The water runs through the filter fabric down the inner walls of the box to the bottom of the box exiting out of several 6" ball valves. Hoses attach to the ball valves, which transfer the filtered water back into the body of water. Our de-watering boxes are capable of containing between 15-to-25 cubic yards of sediment. The weight of the sediment determines how many cubic yards of material can be discharged into a box; our truck driver will determine that. Oftentimes the weight of the material is very heavy due to the water content and the box can only be filled up ¾, which is around 15 cubic yard of sediment. Once a box is filled, it will be picked up and properly disposed of.

Terms and Conditions

- It is understood that all sharing property owners have been contacted/informed and are aware of the job and conditions concerning this proposal and A.U.S. assumes that you have done such.
- We will not be responsible for any collecting/gathering, removing of wildlife or any loss of wildlife, fish, turtles, ducks, etc.

- Hydro mulching, sodding, or other landscape, sprinkler repair is not included unless otherwise noted.
- A.U.S. will not be responsible for storm water, wetland, or any other permits or fees and assumes that you/your organization has done such.
- Owner warrants that the silt/material to be excavated to be free of pollutants and shall hold A.U.S. harmless, and indemnify A.U.S. from any claims resulting from pollutants from the silt.
- Owner understands that the lowering of water level and/or excavating the existing silt may destabilize or cause failure of any existing structures such as, any existing walls, embankment slopes, existing structures, leaking and shall hold A.U.S. harmless from such.
- Some trees/shrubs might need to be trimmed in order to perform the work.
- A.U.S. will exercise caution in moving equipment in, out and around the work area; however, no replacement of concrete, pads, walkways, or other structures or improvements is included unless otherwise specified in writing.
- Existing lines, pipes, or other underground structures or improvements shall be located and marked by others.
- A.U.S. shall provide a certificate of Worker's Compensation, Commercial General Liability and Commercial/Comprehensive automobile liability insurance as needed.
- A.U.S. complies with OSHA-29 CFR part 1911 when performing commercial diving operations.
- For the divers safety red-tag/lockout hazardous energy situations including but not limited to: differential pressures from intakes, pumps, sluices and other related mechanical devices.
- Any work performed outside of A.U.S.'s proposed scope of work or schedule will be billed at a rate of \$250.00 an hour.

Fee Schedule/Terms

A.U.S. will perform the dredging services described and conditioned for a fee of: Please see below

Mobilization fee of:	<u>Included below</u>
Cost of trucking per load:	<u>\$700.00</u>
All-inclusive Dive Crew/dredge pump per week:	<u>\$13,500.00</u>
Booster pump per week:	<u>\$1,750.00</u>
Construction fencing:	<u>\$675.00</u>

Total cost for 15 days and 40 boxes: **\$74,425.00**

This proposal does not include sales tax or other state taxes if applicable.

We require a 25% of the total invoice as a down payment; at that point we will schedule the project.

Payment terms are mentioned above---1.5% monthly finance charges due on all balances over 30 days.

If you have any questions please do not hesitate to contact me.

Sincerely,

AMERICAN UNDERWATER SERVICES, INC.

Marty Pearce
Sales Manager
www.americanunderwaterservices.com

**EXHIBIT “B”
(Insurance Requirements)**

City of Coppell Standard Insurance Requirements

The Contractor shall furnish and maintain during the life of the contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>
Worker's Compensation	as set forth in the Worker's Compensation Act.
Commercial General Liability (Public)	\$1,000,000 Each Accident/Occurrence. \$1,000,000 Aggregate \$1,000,000 Products & Completed Operations Aggregate.
Owner's Protective Liability Insurance	\$600,000 per occurrence \$1,000,000 aggregate
Excess/Umbrella Liability	\$1,000,000 per occurrence w/drop down coverage
Endorsement CG 2503	Amendment Aggregate Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.
Automobile Liability	\$500,000 Combined single limit per occurrence.

ADDITIONAL INSURED

IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF COPPELL A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF COPPELL AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.