



BROWNIE'S SEPTIC & PLUMBING

CFC1428456 - SA0131835

QUOTATION SUBMITTED TO:

Harmony Community Development District

JOBSITE CONTACT:

Steve Berube

JOBSITE STREET:

7200 Five Oaks Drive

JOBSITE CITY, STATE & ZIP:

Harmony, FL 34773

DATE:

08/27/2020

JOBSITE PHONE:

407-491-3469

JOBSITE EMAIL:

spberube@earthlink.net

BROWNIES SEPTIC & PLUMBING CONTACT:

Jared Dennerline

BROWNIE'S SEPTIC AND PLUMBING PROPOSES THE FOLLOWING:

Job is projected to be a (4-) day(s) The Total Cost of the Project is Proposed at \$57,109.00 with a NTE of \$75,000.00

At above address. Brownie's Septic & Plumbing will use Excavator, Skid-Steer (if needed), (1) 18 CY Tri-Axle Dump trucks, (1) Vac Truck. Brownie's Septic will make a 20 foot cut to remove, debris, rock, sediment and damaged outbound storm pipe from the manhole structure located at 7200 Five Oaks Dr in Harmony, FL. Brownie's Septic & Plumbing will be responsible for importing clean fill or stabilizer as needed. **Brownie's Septic & Plumbing will not be responsible for any necessary permits. ** Due to being an emergency repair, no permit should be required.

Remediation Plan

**The following is a list of steps to be taken to replace 42"-48" Polybutylene Storm Line so it will function as originally designed and permitted. **

- Remove all debris, rock, sediment and damaged/failed storm line.
- Excavator to be used on job site to remove sediment and rock around the Toho water line and make a 20 ft cut from the manhole.
- Remove all debris and sediment from manhole structure and use vactor to hydro excavate enough depth to replace storm line.
- Brownie's to supply and install 42"-48 (to be determined) Polybutylene storm line after excavation and manhole is cleaned. Brownie's Septic & Plumbing will be sure to make proper connections and use sealant where needed.
- After installation of 42"-48" is completed, Brownie's Septic & Plumbing to Place good clean fill & stabilizer, suitable for sod replacement. Brownie's to make Repair sinkhole/banks and sod as necessary to ensure that they are stabilized.
- Secure and replace safety fencing around sinkhole perimeter as necessary.
- The job is turn key and Brownie's Septic & Plumbing will be supplying all material, labor, equipment, any necessary and misc. items needed to complete the project.
- If De-Watering is needed, a change order will take place and the proposal will need to be revised. Change order must be approved by customer before moving forward.
- Brownie's Septic and Plumbing will not be responsible for removing, repairing or replacing any trees, landscaping, irrigation or sidewalks.

PAYMENT IS AS FOLLOWS: 1/2 Down, Balance is Due Upon Completion

I authorize this work to be done. I understand this estimate is preliminary pending Health Department specifications if applicable. Prices do not include electrical wiring or connections. **Brownie's Septic and Plumbing does not assume any responsibilities for damage to driveways, landscaping, sprinkler systems, sidewalks, fences, waterlines, concrete areas, sod, underground damages or mound stabilization, unless otherwise agreed to in writing.** By executing this document, I authorize Brownie's to act as an Agent on my behalf to obtain all necessary permits, surveys, measurements, engineering, or any other legal requirement in order to complete this project. I understand that if additional fees or payments are required to complete this project, I fully authorize Brownie's and agree to pay any costs or fees that may be incurred. Brownie's will re-submit a Work Order or provide a Change Order if scope of work changes.

Acceptance of quotation and contract – The prices and Terms and Conditions are satisfactory and are hereby accepted.

****By signing below customer acknowledges they have reviewed all 4 pages of this contract****

Brownie's Septic and Plumbing Representative

Date of Acceptance

Customer / Agent Signature

Date of Acceptance

Customer/ Agent Printed Name



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Terms and Conditions

1. Time for Performance: Brownie's Septic & Plumbing LLC (hereafter referred to as, "The Company") will not be responsible for any delay or delays that, indirectly, result from or are contributed to be Customer's failure to perform its obligations hereunder or by any cause beyond Company's reasonable control, including but not limited to: fire, flood, or other act of god: strike or other labor disagreement: acts or requirements of governmental or other civil actions: riot, war, embargo: shortage of labor, material, or energy. If equipment, materials, personnel, or supplies remain on customer's site at Customer's request during such a period delay, invoices will be rendered in accordance with the description of work set forth herein (the "Scope of Support"), and customer will also pay the Company for all extra costs and expenses by the company.

2. Representations and Warranties of the Company: The Company shall perform the Services in material conformance with all applicable Local, State, and Federal Laws, regulations, and guidelines and in conformance with the Scope of Work.

3. Exclusion of Other Representations and Warranties: THE REPRESENTATIONS AND WARRANTIES GIVEN IN PARAGRAPH 2 ARE THE ONLY REPRESENTATIONS AND WARRANTIES GIVEN BY THE COMPANY WITH RESPECT TO THE SERVICES TO BE PERFORMED IN CONNECTION HERewith AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- a) Warranties or Claims: For a construction related warranty or claim to be valid an executed Warranty Document must be signed by the Property Owner or Authorized Agent and a Representative of the Company. Any claim made for work done by the Company arising during the implied warranty period must be promptly reported. Verbal notification within 48 hours, and written notification of the claim and all relevant data must be submitted to the Company within 5 days. The company warranties the installation and workmanship only, the actual performance of the item (BOD, temperature, pH, hydraulic overload, or effluent toxicity) is outside of the Company's warranty or liability for the specified term on Warranty Document. Permits, landscaping, sod, irrigation, fees, taxes, surveys, re-inspection fees, or any other cost associated with performing the warranted repair are not and will not be the responsibility of the Company. Warranty claims may be immediately dismissed for the following reasons: excessive water consumption (exceeding the DOH design average GPD), acts of God (fire, flood, root intrusion, sinkholes, lightning, etc.), compaction or damage from vehicular traffic, electrical malfunctions, or any change or fluctuation in nearby drainage or the seasonal high-water table. Systems that are installed on homes serviced by a well, must have a water usage meter installed prior to the system being placed into service (for water consumption verification) for any warranty to be valid or implied. Warranties and claims will be VOIDED if final payment is not made in full, a lien or Notice of Collection has not been satisfied, or any outstanding invoices are not paid.

4. Limitation of Remedies: In the event of the Company's liability, whether based on contract, tort (including, but not limited to, negligence, strict liability, or otherwise). Customer's sole and exclusive remedy will be limited to, at the Company's option, replacement or correction of any Services not in conformance with the Scope of work or these Terms and Conditions, or to the repayment of the portion of the purchase price paid by Customer attributable to the nonconforming Services. THE COMPANY WILL NOT BE LIABLE FOR ANY OTHER DAMAGES, EITHER DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL OR OTHERWISE, AND IN NO EVENT SHALL THE COMPANY'S LIABILITY EXCEED THE PRICE PAID FOR THE NONCONFORMING SERVICES.

5. Limitations of Liability : The Company shall not be liable for any liabilities, claims, demands, expenses, or losses incurred by the Customer or other parties as a result of any claim, suit, or proceeding based on (i) changes in applicable laws or regulations after the Services are completed; (ii) acts or occurrences outside the Scope of the services; (iii) release of toxic materials or hazardous substances to the equipment which are not a result of the gross negligence or willful misconduct of the Company; or (iv) failure of Customer to obtain required permits, licenses or approvals.

6. Terms and Methods of Payment: Unless otherwise agreed in writing, itemized invoices will be submitted for payment to Customer either (i) every week or (ii) upon completion of the Services whichever time is the lesser.

- a) All invoices are due and payable upon receipt.
- b) All payments received thirty (30) days after the invoice date will be assessed a late payment service charge of 1 ½% per month for each month and amount under such invoice remains unpaid, or, if lower, the maximum allowed by applicable law. All payments received will be applied first to unpaid late payment service charges and then to the invoice balance.
- c) The Company may, at any time or time, suspend performance of the Services or require security or other adequate assurance satisfactory to the Company, when in the Company's opinion the financial condition of Customer or other grounds for insecurity warrant such action.



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7. Delinquent Payments: In the event Customer fails to make any payment when due, the Customer shall pay, in addition to all other sums payable hereunder, the reasonable costs and expenses incurred by the Company in connection with all actions taken to enforce collection or to preserve and protect its rights hereunder, whether by legal proceedings or otherwise, including, without limitation, reasonable attorneys' fees and court costs.

8. Claims: Unless otherwise agreed in writing, claims relating in any way to any portion of the Services must be made promptly within two (2) days after such Services are performed and must be confirmed in writing within five (5) days thereafter. In no event shall Customer hold back payment for invoices during any period such claims are pending.

9. CANCELLATION POLICY AND REFUNDS: If the Customer decides to cancel a job or project prior to the actual work commencement, the Company will deduct all costs incurred for the project (permits, surveys, mobilization, office expenses, etc.) up to and until a written cancellation notice is received. The remaining balance of the deposit received after expenses will be returned to the customer within 10 business days.

10. Taxes: Unless otherwise agreed in writing, Customer shall be responsible for all sales, use, excise, or other tax.

11. Approvals, Permits, Licenses, etc.: Unless otherwise agreed upon in writing, Customer shall be responsible for securing, at its expense all necessary permits, approvals, easements, and judicial and/or administrative orders to enable the Company to perform the Services.

12. Site Conditions: Customer shall furnish the following information to the Company with the respect to the site on which the Services are to be performed (the "Site") : (i) the physical characteristics (ii) soil reports and subsurface investigations; (iii) legal limitations and restrictions; (iv) utility locations; (v) legal description and survey; (vi) other reports or documents which may be reasonably requested by the company. Customer shall also advise the Company of any special chemical or physical hazards associated with the Site and materials to be handled by the Company in performance of the Services.

13. Utilities: Unless otherwise agreed in writing, Customer shall provide, at its expense, all utilities necessary to perform Services.

14. Wastes: All wastes resulting from the performance of the Services shall remain the property of the Customer. The Company assumes no liability arising from the pumping, handling, storage, transportation, or disposal of such wastes unless otherwise agreed in writing. In performances of the Services, the Company assumes no responsibility for waste materials or contamination located on Customer's Site.

15. Indemnification:

- a) Customer shall indemnify and hold Company harmless against any and all liabilities, claims, demands, expenses, or losses resulting from (i) the performance of the Services in compliance with the Customer's instructions or specifications, (ii) the negligent or intentional acts or omissions of Customer, it's employees , officers, agents, directors or subcontractors, (iii) release of toxic materials or hazardous substances to the environment which are not a result of the gross negligence or willful misconduct of the Company; or (iv) failure of Customer to obtain required permits, licenses, approvals, easements, or order as herein required.
- b) The Company shall indemnify and hold the customer harmless against any and all liabilities, claims, demands, expenses, or losses resulting for the negligent or intentional acts or omissions of the Company, its employees, officers, agents, directors or subcontractors; provided, however that the amount of such indemnification is limited to the price of the for the Services which give rise to the claim for indemnification

16. Change Orders:

- a) Any changes in the Scope of Services as set forth in the Scope of Work set forth hereon shall be agreed to in writing between the customer and company and shall be on only mutually agreed time and financial basis.
- b) In the emergency affecting the safety of persons or property, the Company shall act in its own discretion, to prevent threatened damage, injury or loss. Within five (5) days after taking such action, the Company shall supply a detailed report to Customer which shall specify the emergency, the action taken, and such other information as the Company shall reasonably feel is necessary to fully explain the emergency. The Company shall invoice Customer, and Customer shall pay for all extra costs incurred by the company in the event of such emergency unless such emergency was caused by the gross negligence or willful misconduct of Company.



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17. Records and Data: All records and data generated by the Company in the performance of the Services remain the property of the Company. The Company shall retain such records and data for a period of two (2) years or such longer period required by law. If requested, copies will be provided to the Customer, at Customer's expense.

18. Independent Contractor: Company shall perform the Services in accordance with the attached Scope of Work as approved by Customer. Customer shall have no right to exercise any control or direction over the employees or agents of the Company in connection with the services. Neither party shall have authority: (i) to employ any person as agent or employee for or on behalf of the other party or (ii) to make any representations or assume or create any obligation, expressed or implied, on behalf of the other party.

19. Entire Agreement: It is hereby further understood and agreed that the express terms of the attached Scope of Work and the Company's Terms and Conditions constitute the entire Agreement between Customer and Company and there are no other agreements, representations, or understandings between Company and Customer relating to the Scope of Work or the Services to be performed by the Company in accordance therewith, and that all agreements, representations, and understandings of the parties with the respect to the Services to be performed by the Company are merged with and superseded by the terms of the attached Scope of Work and these Terms and Conditions. No provisions of the Company's Scope of Work or the Company's Terms and Conditions may be waived, altered, or modified in any manner unless the same shall be set forth in writing and signed by duly authorized officer of Company. In the event that any purchase order, requisition, or any other notice of authorization to proceed in accordance with Scope of Work contains any provision, term or condition which is in addition to or inconsistent with any provisions herein, no inconsistent provisions, terms, or conditions shall be deemed to have been tacitly accepted by the Company by reason of the Company's commencement of Services pursuant to any such purchase order, requisition, or other authorization to proceed. The Company's Terms and Conditions shall supersede any such purchase order, requisition, or other authorization to proceed.

20. Governing Law: It is expressly agreed and stipulated that this contract shall be deemed to have been made and to be performed in the State of Florida, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions, or of any rights or obligations of the parties hereto shall be governed by and resolved in accordance with the laws of said State.

21. Contract Renewal: This contract shall automatically renew annually unless a 30-day written notice is given to terminate this contract.

22. Evergreen Clause: Monthly fees will increase 5% annually for services specified and performed in this contract.