



THE CITY OF KEY WEST

CHANGE ORDER to P.O. 087206

CHANGE ORDER NO. 01

CHANGE ORDER DESCRIPTION: **DEDUCT: Via Owner Direct Purchase of 20,760 Cubic Yards of Sand + tax in the amount of \$188,812.20, City will purchase sand directly in the amount of \$176,460.00, resulting in a net deduction of \$12,352.20.**

PROJECT NAME: Smather's Beach Sand Re-Nourishment
PROJECT CODE: FT19001801
CONTRACTOR NAME: Earth Tech Enterprises Inc.

THE FOLLOWING MODIFICATIONS TO THE CONTRACT ARE HEREBY ORDERED:
(Detail provided on additional page(s). Yes or No)

<u>CONTRACT VALUE</u>		<u>CONTRACT TIME (CALENDAR DAYS)</u>	
ORIGINAL CONTRACT	\$ <u>1,236,260.00</u>	ORIGINAL CONTRACT	<u>90</u> DAYS
PREVIOUS CHANGE ORDERS	\$ <u>0.00</u>	PREVIOUS CHANGE ORDERS	<u>0</u> DAYS
THIS CHANGE ORDER	\$ <u>(188,812.20)</u>	THIS CHANGE ORDER	<u>0</u> DAYS
REVISED CONTRACT VALUE	\$ <u>1,047,447.80</u>	REVISED CONTRACT TIME	<u>90</u> DAYS

REVISED CONTRACT COMPLETION DATE: n/a

By: City of Key West

Authorized Signature

Printed Name

Title

Date

Earth Tech Enterprises Inc

[Signature]
Authorized Signature

Lisa Gehring
Printed Name

Vice President
Title

3-28-19
Date



**EARTH TECH
ENTERPRISES**

Proposal

Date: 3/25/2019

6180 Federal Court
Ft. Myers, FL 33905
Phone 239-774-1223
Fax 239-774-1227

Submitted To: City of Key West
Project Name: Re-Nourishment of Smathers Beach
Project FT 19001801 P.O. # 087206
Job Description: Direct Materials Purchase - Beach Sand

Schedule of Values

Item #	Description	Estimated Quantity	Unit Measure	Price	Total
	DEDUCTIVE CHANGE ORDER PROPOSAL				
	DIRECT MATERIALS PURCHASE - BEACH SAND				
	Vulcan Materials Company - Witherspoon Beach Sand				
	Product Code #31071, Vulcan quote # 1382915	20,760	Ton	\$8.50	\$176,460.00
	(Environmental Fee - Waived)				
	Sales tax @ 7%				\$12,352.20
	TOTAL (DEDUCT)				\$188,812.20

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From: Thompson, Kim <thompsonk@vmcmail.com>
Sent: Wednesday, March 20, 2019 1:31 PM
To: Christopher Gehring
Subject: Fwd: Quote 1382915 - Smathers Beach Renourishment - 5/9/2018

Chris,

Here's the PO which expired December 31st, 2018. However we'll honor the pricing of \$8.50 ton. There is an Environmental Fee of \$0.23 per ton. **I am going to waive this Fee at No Charge.**

We are ready to go when you are !

Thanks,

Kim Thompson
Vulcan Materials - South East Division
SWFL Area Sales Manager
14341 Alico Road
Fort Myers, FL 33913
C: 239-633-3648
thompsonk@vmcmail.com



Visit myvulcan.com - our new online billing customer service center.
View tickets & order details, track your orders, access invoices and even pay online virtually anytime, anywhere!

----- Forwarded message -----

From: berryn@vmcmail.com <berryn@vmcmail.com>
Date: Wed, Mar 20, 2019 at 1:06 PM
Subject: Quote 1382915 - Smathers Beach Renourishment - 5/9/2018
To: <thompsonk@vmcmail.com>

Quotation



Attn: Chris Gehring

Quote Name: Smathers Beach Renourishment
Quote #: 1382915

EARTH TECH ENTERPRISES INC
6180 Federal Court
Ft Myers, FL 33905
Acct#: 325788

KEY WEST, FL 33041

Date:	Wednesday, March 20, 2019	Sales Rep :	Kim Thompson
Quote Created:	Wednesday, May 9, 2018		14341 Alico Rd
Effective From:	Wednesday, May 9, 2018		FORT MYERS, FL 33913
Quote Expiration:	Saturday, June 30, 2018	Phone:	239-633-3648
Price Expiration:	Monday, December 31, 2018	Fax :	239-454-6146
		Email:	thompsonk@vmcmail.com

Special Instructions:

BEGINNING JULY 1, 2018, THERE WILL BE AN ENVIRONMENTAL FEE CONSISTING OF:

\$5.00/LOAD ON MATERIAL OUT OF SAND MINES - WAIVED PER KIM THOMPSON E-MAIL

100 - Aggregates

Plant	Product Name	Product #	Qty U/M	F.O.B. Plant
WITHERSPOON	BEACH SAND	31071	20,000 Tons	\$8.50

Prices quoted above are per unit of measure (U/M) and do not include any state or local sales and use tax, if any applies for this project.

Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.

Prices are FOB our facility as stated above. Terms are Net 15th month prox. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by: _____

Date: _____

Sales Representative: _____

Date: _____

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.



GENERAL TERMS AND CONDITIONS

PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived. Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <http://www.marsh.com/moi?client=D156>.

EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

CHANGE OF TERMS

Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice.

APPLICABLE LAW

All orders are subject to acceptance by Vulcan at the headquarters of its SouthEast Division in Atlanta, Georgia, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law.

LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. **VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.**



EARTH TECH ENTERPRISES

March 25, 2018

Mr. Johnnie Yongue, E.I.T
Project Manager
Engineering Services The City of Key West
1300 White Street
Key West, Florida 33040

RE: Direct Materials Purchase
Re-Nourishment of Smathers Beach
Project FT 19001801
P.O. # 087206

Mr. Yongue,

Earth Tech Enterprises, Inc. does not object to the City of Key West exercising their option to use the direct materials purchase program on this project. Specifically, this would be a direct purchase of the beach sand material from Vulcan Materials Company.

If directed, we will prepare the appropriate (deductive) change order proposal for the materials the City of Key West intends to purchase directly from our vendor Vulcan Materials Company.

If there are any questions, please feel free to contact me directly.

Sincerely,

Earth Tech Enterprise, Inc.
Butch McGovern - Operations Manager

CC: job file