

A Proposal Prepared For:

Lake Elsinore Barge and Nano Bubbler Install

City of Lake Elsinore

Bid Date: 1/4/2024

Prepared By:

Ballard Marine Construction

Chuck Phipps

Chuck.Phipps@ballardmc.com

866.782.6750

CONFIDENTIALITY

This proposal, including pricing, contains confidential and proprietary information and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this proposal for the specific project named above. The proposal and the information contained herein may be shared with Client's customer, employees, consultants and agents only to the extent such entities and individuals have a need to know such information in connection with the Project and have been informed of the confidential and proprietary nature of the information. Client shall take all reasonable precautions to prevent disclosure of confidential and proprietary information to any other person or entity. In the event Client or third party uses any information in this proposal for purposes other than as stated above, Ballard Marine shall not be liable in any way relating to such use.



BALLARD
MARINE CONSTRUCTION

1/4/2024

Adam Gufarotti
City of Lake Elsinore
Lake Elsinore, CA
(951) 674-3124 Ext. 314
agufarotti@lake-elsinore.org

RE: Lake Elsinore Barge and Nano Bubbler Install

Dear Adam Gufarotti,

Ballard Marine Construction (Ballard) appreciates the opportunity to submit our proposal for the Lake Elsinore Barge and Nano Bubbler Install as per your requested scope of work. Ballard personnel will comply with all local, state and federal rules and regulations applicable to the performance of our services.

Ballard looks forward to working with you on this project. Should additional information be required, or if I may be of further assistance, please do not hesitate to contact me.

Respectfully Submitted,

Ballard Marine Construction
Chuck Phipps
866.782.6750 | Chuck.Phipps@ballardmc.com

ABOUT BALLARD

Ballard Marine Construction (Ballard) has been working in the heavy civil marine construction industry since the 1970s; providing complete infrastructure inspection, construction, rehabilitation and maintenance solutions on projects worldwide since our inception. Ballard has always taken an innovative approach to offering highly technical heavy civil marine and underwater solutions to our local, national, and international clients in the power, transportation, environmental, water and wastewater, and industrial markets.

PROJECT OVERVIEW

Ballard will provide a crew and marine equipment to perform Lake Elsinore Barge and Nano Bubbler Install. This project is quoted as lump sum and Time and Materials

Client:	City of Lake Elsinore	Start Date:	January 2024
Location:	Lake Elsinore, CA	Duration (est.):	5-7 Days



PROJECT PRICING SUMMARY

Price Excluding Item 4: Diving to Jet Power Cord

BALLARD MARINE CONSTRUCTION PRICING SUMMARY					
Item	Description	Actual Unit	Est. Units	Cost/Unit	Subtotal
1	Mobilization / Demobilization	LS	1.00	\$ 88,810.00	\$ 88,810.00
2	Barge Assembly, Mooring, and Installation (6 Man Crew, 10hr Day)	LS	1.00	\$ 97,970.00	\$ 97,970.00
3	Service Crane (Nano-Bubbler Barge Assembly)	LS	1.00	\$ 45,100.00	\$ 45,100.00
4	Diving to Jet Power Cable Below Lakebed (6 man dive Crew, 10hr day)	LS	0.00	\$ 92,180.00	\$ -
5	Electrical Work and Sub Marine Cable	LS	1.00	\$ 293,000.00	\$ 293,000.00
6	Nano Bubbler Permanent Barge Anchorage	LS	1.00	\$ 63,570.00	\$ 63,570.00
7	HDPE Piping, Davit, and Bases	LS	1.00	\$ 68,140.00	\$ 68,140.00
Estimate Price					\$ 656,590.00

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7	HDPE Piping, Davit, and Bases	LS	1.00	\$ 68,140.00	\$ 68,140.00
Estimate Price					\$ 748,770.00

Pricing Notes:

- **Mobilization Rate** – applies during preparation and loading of all equipment and supplies require to perform the work, and during travel time to the Project site in preparation for initial setup.
- **Working Day Rate(s)** – apply from initial arrival of crew at the Project site and at all times crew is on site until work is completed, all equipment is loaded, and crew leaves the Project site.
- **Standby Rate** – applies at any time Client requires crew to stand by at an offsite location or near the Project site. Will be billed at a minimum of eight (8) hours per day/40 hours per week at each employee’s billable classification. Owned equipment will be billed at sixty percent (60%) of rate(s) shown above. Rented equipment will be billed at one hundred percent (100%) of the rate(s) shown above.

- Demobilization Rate – applies after completion of the work from the point equipment and crew leave the Project site, return to Ballard’s facility, and until all restocking of equipment is completed.
- Dive System Maintenance: when applicable, maintenance will be performed daily for up to one (1) hour, accruing up to eight (8) hours per project, and will not be considered down time.
- Other:
 - Consumables, materials and third party services required to complete the work will be billed at cost plus 15% for T&M Change Orders for additional work scope.
 - Additional items will also be billed at cost plus 15%, including:
 - Additional Client requested for T&M Change Orders for additional work scope, services, equipment, or tooling (when available)
 - Mobilization of additional equipment, unless Ballard and Client agree Client will be directly responsible for mobilization
 - Welders provided by Ballard for any Client provided equipment
 - All work performed will be in accordance with working rules of applicable local union agreements, prevailing wage, and/or Davis Bacon requirements.
 - Rates do not include any applicable sales or use taxes.

Project Specific Notes, Clarifications, and Exclusions

1. Pricing is based on the preliminary drawings provided by The City of Lake Elsinore. 80F0-200-GAD PRELIMINARY dated 10/24/2023
2. An RFP/RFQ has not been provided to Ballard to base the pricing. All pricing is based on email and verbal communication, and the preliminary plans provided (80F0-200-GAD PRELIMINARY dated 10/24/2023).
3. Preliminary drawings provided by the City of Lake Elsinore do not show or mention a design of anchoring system, sacrificial anodes, system piping hoists or frames, security fencing, or cover plates for medication once piping is installed.
4. A Bill of Materials (BOL) has not been provided by the City of Lake Elsinore.
5. Bonding and permitting not included in the proposal.
6. Ballard is not responsible for the condition of the existing aeration lines or power cable that are laid across the lakebed.
7. Pricing assumes aeration lines and power cables will be marked out by others at the four (4) anchorage drop points.
8. Pricing assumes Power Cable installation onshore can be direct burial conduit and NOT concrete incased conduit.
9. Pricing assumes Power Cable will be laid on the lakebed and not protected.
10. If diver jetting of the power cable below the lakebed is selected, Ballard will use a diver’s water jet to bury the power cable below the surface of the lakebed. If the power cable is to cross/intersect existing cables, piping or other components/obstructions that prevent the cable from being directly jetted down at any specific location, Ballard will not be

responsible to jet down the existing obstruction to facilitate the burial of the new power cable.

11. Ballard is not responsible for damage to the In-Water Power cable after demobilization since in-water protection (Submar Mats) was declined.
12. Ballard to connect power cable to Nano-Bubbler barge breaker panel, other barge power connections and installations to be performed by others.
13. Ballard is not responsible for any unmarked/unknown lines that are not identified through the 811 process.
14. If the City of Lake Elsinore chooses to forgo stability and anchoring engineering of the floating nano-bubbler barge, Ballard will not be held responsible for the stability of the barge or the failure to maintain the barge positioning once installed.
15. Pricing may be subject to change with additional work scope is added to the project or product substitution as directed by the City of Lake Elsinore or engineering firm Moleaer.
16. Period of performance is subject to availability of materials, engineering, and the city to approve the engineered design plans provided by Ballard.
17. Ballard to not be liable for the public mooring up to or boarding the barge.
18. Painting of existing, modified, and/or newly installed components is excluded from the Ballard pricing and scope.

General Notes, Clarifications, and Exclusions

The following are made part of the contract and supersede any provisions thereof unless expressly agreed otherwise in writing by Ballard.

1. This proposal is contingent upon:
 - a. the parties reaching mutually agreeable terms and conditions under a fully executed written agreement, and
 - b. availability of personnel and equipment.
2. Ballard and Client acknowledge:
 - a. this proposal is submitted in response to an RFP or other request (i.e., schedule of rates) from Client and is based on assumptions and quantities specified therein, and
 - b. changes to assumptions and/or fluctuations in quantities may affect costs associated with providing the services contemplated herein.
3. Exclusions:
 - a. This proposal does not include, and Ballard will not be responsible for, any impact, delay or costs resulting from events or circumstances beyond Ballard's control, including but not limited to: acts of God; acts of the public enemy; acts of the Client, Project owner, or their respective agents; fires; floods; epidemics or pandemics; government orders or restrictions; strikes; severe weather; or supply chain issues such as scarcity of commodities or unusual delivery delay.
 - b. Any deviation in site conditions, scope of services, and/or deliverables specified herein will be considered a change and subject to negotiation and agreement in writing prior to commencement of work affected by any such change.

- c. Unless specifically stated otherwise, this proposal does not include any environmental controls or engineering services.
 - d. Ballard is not responsible for any expenses related to decontamination of equipment or reclamation of water or property contacted by contaminated materials at the work site during the Project. Any diving equipment or support equipment contaminated by radio nuclides, damaged, or destroyed by hydrocarbons, solvents, chemicals and/or other environmental conditions will be replaced at cost plus fifteen percent (15%) daily rental until the equipment is replaced.
 - e. Spoils, debris, water treatment/filtration and trash disposal are not included and are the responsibility of others, unless expressly included as part of Ballard's scope of work. Damaged equipment will become the property of the Client.
 - f. Cost of performance, payment or warranty bonds is not included. If required by Client, bonds will be furnished at cost plus fifteen percent (15%).
4. Client Responsibilities:
 - a. Provide all permits required for the Project or performance of the services other than business or contractors' licenses required in the location of the Project.
 - b. Pay for any and all customs, import/export fees, foreign tax, duties, work permits, tariffs or any other related fees associated to the Project.
 - c. Provide sufficient access to and from the project site.
 5. Safety & Compliance:
 - a. Ballard dive teams are OSHA compliant and adhere strictly to ADCI regulations and guidelines. OSHA requires a minimum of a three (3) man properly trained dive team on each commercial diving project.
 - b. Ballard reserves the right to add more personnel as needed to safely perform the work depending on site conditions, depth of water, additional equipment, and any other conditions or circumstances that may affect safe performance of the work. Client shall be responsible for all resulting additional costs.
 - c. Ballard's supervisor/superintendent will have sole authority to determine if working conditions, including weather, allow for safe performance of the work. Weather conditions that may prevent safe performance of the work may include but are not limited to snow, ice, lightning, high winds/surf, extreme heat or cold, currents, and poor visibility caused by fog, snow, or heavy rain.
 - d. Ballard may take immediate action to prevent the loss of life or limb, to prevent undue suffering, or to prevent further property or environmental damage as necessary without prior written authorization from Client. Any action so taken will be documented and an appropriate change order issued as soon as reasonably practical thereafter.
 6. All pricing is quoted and to be paid in U.S. Dollars.
 7. This proposal is good for thirty (30) days.

The terms and pricing of this proposal and any subsequent contract assume no impact from an infectious disease outbreak, including but not limited to the COVID-19 pandemic, whether directly or indirectly. Ballard Marine Construction's ability to comply with any schedule

requirement contemplated by this proposal is directly contingent on a lack of impact by an infectious disease outbreak. Such impacts could include but are not limited to: 1) any government or other public authority decision causing delay or impact; 2) any cost increase or lack of availability of personnel, materials, equipment and any other resources necessary for the performance of the work related to the proposal; or 3) any additional costs incurred to disinfect areas of the project site due to an infectious disease contamination or potential contamination. Ballard Marine Construction reserves its right to seek an extension of time and additional compensation if it or its subcontractors or suppliers are unable to maintain planned crew sizes due to an infectious disease outbreak, supply shortages or governmental restraints on business, travel or assembly or otherwise meet schedule requirements.