

October 15, 2021

Revised November 18, 2021

PROPOSAL 21-316

RECOATING TANK EXTERIOR 5,000,000-GALLON GROUND STORAGE TANK NORTH MIAMI BEACH, FLORIDA

CROM Coatings and Restorations ("CCR"), a Division of CROM, LLC, proposes to provide labor and material for the repair/modification of the prestressed concrete tank for **City of North Miami Beach, 17022 NE 19th Ave, North Miami Beach, Florida 33162** ("Client"). All work will be completed in accordance with all applicable codes and standards including OSHA, AWWA, ACI and standard prestressed concrete tank design.

1. DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED DATA

The "Client" or a duly authorized representative, is responsible for providing CCR with a clear understanding of the project nature and scope as is reasonably known to the Client. The Client shall supply CCR with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow CCR to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

Prior to starting work, CCR will request from Client data reasonably required for submittal purposes for the repair/modification of the aforementioned storage tank(s) including any available computations, detailed drawings, and specifications. If, in the opinion of CCR, adequate data is not available or is incomplete, Client will be informed and arrangements made for creation of needed data. CCR will not perform engineering studies or perform work requiring professional engineering duties but will assist Client in obtaining such services.

2. COMMENCEMENT AND COMPLETION

Upon your execution of this proposal, CCR will be prepared to start work **30 days** after approval of our submittal information; and will undertake to furnish sufficient labor, materials, and equipment to complete the work within approximately **18 days** working time thereafter.

In the event Client desires to execute a separate agreement, such agreement shall include this proposal and all the conditions herein unless both parties agree in writing to specifically omit any condition, in writing, specifically referencing the omitted condition(s).

In the event that CCR cannot start the job by **January 1, 2022** because of delays of any nature which are caused by the Client or other contractor employed by him or other circumstances over which CCR has no control, then the contract price may be renegotiated to reflect any increased costs.

3. INSURANCE

CCR represents and warrants that it and its agents, staff and Consultants employed by it is and are protected by worker's compensation insurance and that CCR has such coverage under public liability and property damage insured policies which CCR deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance CCR agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts

by CCR, its agents, staff and consultants employed by it. CCR shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save CCR harmless for loss, damage or liability arising from acts by Client, Client's agent, staff and other consultants employed by Client. Any bond requirement(s) by Client will carry an additional cost unless the parties agree otherwise.

4. SERVICES TO BE FURNISHED BY CROM COATINGS AND RESTORATIONS

CCR proposes to furnish all supervision, labor, material, and equipment required to complete the work, except as noted in Paragraph 5. The services to be furnished by CCR are specifically:

This scope of work is to be performed on the following tank:

- 5.0-MG Ground Storage Tank
155'-0" ID x 36'-0" SWD
Total Area of Exterior Wall and Dome = 37,079 SF
Area of Exterior Wall = 17,530 SF Area of Exterior Dome = 19,549 SF
(CROM Job No. 2004-M-025)
- a. Mobilization
- b. Pressure wash the exterior wall and dome concrete surfaces with chemical additive at a minimum 3500 psi, removing dirt, oil, grease, and other contaminants from the substrate.
- c. Recoat the bands with one (1) prime coat of Tnemec Series 151-1051 Enviro-Grip FC at .75-1.5 mils DFT followed by a stripe coat to fill hairline cracks and two (2) full coats of Tnemec Series 158 Bio-Lastic at 6.0-7.5 mils DFT per coat.
- d. Recoat the wall and dome with a stripe coat of Tnemec Series 156 to fill in hairline cracks followed by two (2) coats of Tnemec Series 1026 at 2.0-3.0 mils DFT per coat.

5. CONTRACTOR QUALIFICATIONS

- a. Crom Coating and Restorations (CCR) Contractor Qualifications
 - 1) The CCR Contractor shall no less than 10 year of experience in repair, restoration, and application of coatings systems for water and wastewater plant structures.
 - 2) The CCR Contractor shall have no less than 10 years of experience in the design, construction, maintenance, and restoration of ANSI/AWWA D110 wire-wound, circular prestressed concrete tanks constructed with a Type II core wall.
 - 3) The CCR contractor shall have a minimum of 10 previous and concurrent years of providing continuing services on structures of similar sizes and types, to a minimum of 5 owners, to ensure the Owner that it has the organization, technical skill, quality control, reliability, availability of resources, and financial stability to maintain and guarantee the structures in accordance with the quality required by these specifications.
- b. Engineering Qualifications
 - 1) The CCR Contractor shall employ a professional engineer with no less than 10 years of experience in the design and construction of ANSI/AWWA D110 wire-wound, circular prestressed concrete tanks with Type II core walls of similar size. Experience in design in construction of other Types of core walls is not acceptable.
 - 2) The professional engineer shall be a full-time staff member of the CCR Contractor and shall be licensed to work in the state where the project is located.

c. CCR Qualifications

- 1) All repair and rehabilitation work shall be performed under the supervision of an CCR Quality Control Supervisor (QCS) and Concrete Coating Inspector (CCI). QCS and CCI shall be a full-time staff member of the firm with not less than 10 years of experience.

d. NACE Qualifications

- 1) All repair and rehabilitation work shall be performed under the supervision of a NACE Certified Coating Inspector (CIP) – Level 3. The CIP – Level 3 shall be a full-time staff member of the firm.

e. Safety Qualifications

- 1) The CCR firm shall have a full written safety manual to include programs for the following areas of safety: Confined Space, Personal Protective Equipment (PPE), and Scaffold E&D.

6. MATERIALS AND SERVICES FURNISHED BY CLIENT OR OTHERS

It is understood that the following services shall be provided by others without expense to CCR:

- a. Client will grant or obtain free access to the site for all equipment and personnel necessary for CCR to perform the work set forth in this Proposal. The Client will notify any and all processors of the project site that Client has granted CCR free access to the site. CCR will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- b. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. CCR will take responsible precautions to avoid known subterranean structures, and the Client waives any claim against CCR, and agrees to defend, indemnify, and hold CCR harmless from any claim or liability for injury or loss, including costs to defend, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate CCR for any time spent or expenses incurred by CCR in defense of any such claim with compensation to be based upon CCR's prevailing fee schedule and expense reimbursement policy.
- c. A continuous supply of potable water under minimum pressure for the use of the CCR crew within 100 feet of the tank site.
- d. A continuous supply of electricity during the period of work: one 100-AMP, 110/220-volt service for the operation of our power tools and accessories, located not more than 100 feet from the tank. Please be sure that all circuit breakers are ground-fault protected. If it is necessary for CCR to supply its own electric power, add \$500.00 per week to the contract amount.
- e. Any permit or other fees from any AHJ as may be required for the work including but not limited to all connect/disconnect, impact and building/construction fees.
- f. Drainage and disposal of the tank's contents.
- g. Disinfection and refilling of the tank's contents.
- h. Cleaning the interior and exterior of the tank and accessories.
- i. Complete lock-out and tag-out of the subject tank prior to personnel entering the tank. The Client will be required to provide all materials for this process. The Client will be responsible for demonstrating to CCR that the lock-

out procedure is complete and the tank is rendered "safe" before CCR will perform air quality testing to enter the tank.

- j. All professional engineering design services.
- k. Method A "X-Cut Tape Test", per ASTM D3359, shall be completed by a qualified coatings inspector or coatings manufacturer representative prior to application of new coating system. Results of this test must be 4A or greater. If the results of this test are less than a 4A, CCR and the Client will have to re-evaluate the proposed scope of work and pricing.
- l. Any repairs to existing damaged EFFIS.

7. BACK CHARGES AND CLAIMS FOR EXTRAS

No claim for extra services rendered or materials furnished will be valid by either party unless written notice thereof is given during the first ten days of the calendar month following that in which the claim originated. CCR's claims for extras shall carry 30% for overhead and 10% for profit. Any mutually agreed upon deductive change order will provide only a credit for 10% profit but will not provide a credit for 30% overhead.

8. DELAYS

It is agreed that CCR shall be permitted to prosecute work without interruption. If delayed at any time for a period of 24 hours or more by an act or omission of the Client, the Authority Having Jurisdiction (AHJ), any representative, agents or other contractors employed by Client, or by reason of any changes ordered in the work, CCR shall be reimbursed for actual additional expense caused by such delay, and loss of use of our equipment, and 30% for overhead.

LIMITATION ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL - TO THE EXTENT PERMITTED BY LAW, AN EMPLOYEE, AGENT, DESIGN PROFESSIONALS, OR ENGINEERS EMPLOYED BY CCR SHALL NOT BE INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF EMPLOYMENT WITH CCR UNDER THIS PROPOSAL TO AN OWNER, CONTRACTOR, SUBCONTRACTOR, OR TO ANY THIRD PARTY CLAIMING BY AND THROUGH THESE PARTIES.

9. RISK ALLOCATION

Client agrees that CCRs liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or CCR's fee, whichever is greater. Client agrees that the foregoing limits of liability extend to all of CCR's employees and professionals who perform any services for Client. If Client prefers to have higher limits on general or professional liability, CCR agrees to increase the limits up to a maximum of \$1,000,000.00 upon Clients' written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

10. ASSIGNMENT AND THIRD PARTIES

Neither the Client nor CCR may delegate, assign, sublet or transfer their duties or any interest in this Proposal without the written consent of the other party. Both parties agree there are no intended third-party beneficiaries to this Proposal including other contractors or parties working on the project, or, if necessary, a surety of CCR.

11. LABOR

This proposal is predicated on open-shop labor conditions, using our own personnel. If we are required to employ

persons of an affiliation desirable to the Client or other contractor employed by him or the general contractor thereby resulting in increased costs to us, the contract price shall be adjusted accordingly. Such requirement shall not provide that CCR sign a contract with any labor organization. In the event of a labor stoppage, we shall not be in default or be deemed responsible for delay of the progress of this contract or damage to the Client or the contractor so long as CCR has sufficient qualified employees available to perform the work.

Our proposal is based on our crew performing our Scope of Work in accordance with our standard safety program. If any additional safety requirements are placed on us (not required by OSHA) such as: site training, additional safety equipment or permit required confined space, the cost for such additional requirements plus 30% for overhead shall be reimbursed to us.

12. QUOTATION

We are prepared to carry out this work in accordance with the foregoing for the lump sum price of:

A. ON-CALL LABOR RATES – CREW (1 Supervisor and 2 Skilled Technicians)					
Item No.	Description	Unit Qty	Unit	Unit Rate	Total
A.1	Non-Emergency - Mobilization	1	LS	\$4,400.00	\$4,400.00
A.2	Non-Emergency - Hourly	257	HR	\$375.00	\$96,375.00

B. ON-CALL LABOR RATES – PROJECT MANAGEMENT					
Item No.	Description	Unit Qty	Unit	Unit Rate	Total
B.1	Project Manager	20	HR	\$160.00	\$3,220.00

C. MATERIALS MARK-UP (15%)						
Description	Quantity of Units	Unit Type	Unit Rate	Subtotal	% Markup	Total
Tnemec 151	10	GAL	\$60.83	\$608.31	\$91.25	\$699.55
Tnemec 158	35	GAL	\$82.34	\$2,881.97	\$432.30	\$3,314.27
Series 156 Enviro-Crete	55	GAL	\$48.49	\$2,666.80	\$400.02	\$3,066.82
Series 1026 Enduratone	310	GAL	\$43.72	\$13,552.47	\$2,032.87	\$15,585.34
Small Misc. Supplies (15% of Material Costs)	1	LS	\$2,956.43	\$2,956.43	\$443.46	\$3,399.90
Pressure Washer	1	WK	\$240.00	\$240.00	\$24.00	\$264.00
Man lift 40'	4	WK	\$700.00	\$2,800.00	\$280.00	\$3,080.00
Gas & Diesel	290	GAL	\$4.00	\$1,160.00	\$116.00	\$1,276.00
Portlet	4.5	WK	\$105.00	\$472.50	\$47.25	\$519.75
TOTAL						\$135,200.62

- **Fast start deduct for work started before the end of 2021 \$9,100.00, Total = 126,100.00.**
- **Prices are based upon existing Contract No. 20696 Master Water Storage Tank Cleaning and Repair Services Agreement” with the City of West Palm Beach. Crom agrees to the contracted unit pricing and the terms and conditions as listed in Contract No. 20696.**

Periodic and final payment, including any retention, shall be made within **7 days** from the date our work is completed or the billing is received, or in accordance with applicable state Prompt Payment law, whichever is earlier, and is to be received by us in our accounting office at 250 SW 36th Terrace, Gainesville, Florida 32607. All costs for third party contracts and billing management services, or use of any software, as may be required by the Customer or Owner,

will be added to the Contract Price, by change order. Final payment shall not be held due to delays in testing. Payment not received by that date will be considered past due and will be subject to a late payment charge of 1½% per calendar month, or any fraction thereof until received in our office.

If CCR does not receive payment within 7 days after such payment is due, as defined herein, CCR may give notice, without prejudice to and in addition to any other legal remedies, and may stop work until payment of the full amount owing has been received. The Proposal Amount and Time shall be adjusted by the amount of CCR's reasonable and verified cost of shutdown, delay, and startup, which shall be effected by an appropriate change order.

Any reasonable legal or other expense necessary for the enforcement of this Proposal or for the collection of monies due shall be borne by the party at fault. If sales tax is excluded from our price, or on materials contained in our price, in accordance with project specifications, such exclusion is subject to receipt of adequate tax exemption documents from you or the project owner prior to commencement of Work to allow for our application of same. If proper tax exemption documentation is not received or is not adequate to provide exemption, we reserve the right to receive reimbursement of all sales tax CCR is obligated to pay due to the tardiness, lack of, or inadequate exemption documentation on behalf of you or the owner.

13. ARBITRATION/DISPUTE RESOLUTION AND VENUE

Any controversy or claim relating to the contract between us shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment by the arbitrator(s) may be entered in any court having jurisdiction. The claim will be brought and tried in judicial jurisdiction of the court of the state and county where CCR's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other claim related expenses the venue for any litigation under this Agreement shall be in Alachua County, Florida. If CCR engages an attorney for the collection of the amounts due from the Client, the Client shall pay CCR its reasonable attorney's fees and costs through any appeal. The laws of the State of Florida will govern the validity of these terms, their interpretation and performance. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

14. CHANGES IN SCOPE AND LIMITATIONS

If the Client wishes to have CCR perform any additional repairs or remediation of the tank or accessories, it shall authorize such work in writing and pay CCR its standard rates for such work.

It is agreed that CCR shall not be responsible for any consequential, special or delay damages or any force majeure events, including but not limited to acts of God and pandemic. CCR does not assume responsibility for differing, latent or concealed conditions, which differ materially from those indicated in the Subcontract/Contract documents or from those ordinarily found to exist and not inherent in the Work, including but not limited to weather or subsurface conditions, and not caused by CCR's fault or negligence.

15. TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall be effective if that substantial failure has been redeemed before expiration of the period specified in the written notice. In the event of termination, CCR shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months prior to completion of all work contemplated by the proposal, CCR may complete such analyses and records as necessary to complete their files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of CCR in completing such analyses, records and reports if necessary.

16. GUARANTEE

- a. CCR will guarantee its workmanship and all materials on its work covered in this Proposal for a period of one year after completion of its work. No division of responsibility between coatings manufacturer and SCRR will be allowed. Prior to leaving the location, SCRR personnel will perform a walk through with the responsible party overseeing the work for the Client. In case any defects in SCRR's workmanship or materials appear within the one-year period after completion and acceptance of SCRR's work, SCRR shall promptly make repairs at its own expense upon written notice by the Client that such defects have been found.
- b. A bond is required for the Scope of Work included in this contract, CCR will furnish a one-year Performance and Payment Bond.

17. ACCEPTANCE

This proposal is offered for your acceptance within **45 days** from the proposal date. We reserve the right after that period to amend our bid to reflect our changing construction schedules and materials and labor rate changes. The return to this company of a copy of this proposal with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This proposal shall be made a part of any subcontract agreement or purchase order.

Sincerely,

CROM COATINGS AND RESTORATIONS

Alex Ciasca
Business Development Manager

/mkr

ACCEPTED BY CLIENT

PRINT: _____

TITLE: _____

DATE: _____