

EXHIBIT A



City of North Miami Beach

SS-2025-057

NOTICE TO SOLE SOURCE: INSPECTION OF STORAGE TANK FROM THE CROM COMPANY

RELEASE DATE: September 4, 2025

RESPONSE DEADLINE: September 11, 2025, 3:00 pm

Please refer to the project timeline in this document for all important deadlines.

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2. Vendor Response
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Attachments:

A - Sole source Packet1

1. Sole Source Justification

1.1. Summary

This is not a Request for Proposals and there is no solicitation available. The proposed contract action is for product or services for which the City intends to negotiate and award with only one source under the authority of the City of North Miami Beach City Code Section 3-4.8. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

1.2. Background

Reference #: SS-2025-057

Subject: Inspection of Storage Tank from The Crom Company

City of North Miami Beach intends to award a procurement as a Single Source Procurement in accordance with its Policy 450.03, and State of Florida Statute 287.057 (3) (c). Any responses received in reference to this Notice will be for the sole purpose of determining whether a competitive procurement is in the best interest of the Authority. This is not a solicitation, and there is not a solicitation available.

A Single Source Procurement is a purchase that is directed to one (1) source because of standardization, warranty, or other factors, which for justifiable reasons, is found to be most advantageous for the City of North Miami Beach, even though other competitive sources may be available. A Single Source Procurement is a non-competitive procurement method.

All are encouraged to notify the Purchasing Agent (Agent), stating their company/agency name, address, contact name, contact email, and a statement regarding their capability to provide the requested goods or services. All responses must be in writing, submitted electronically via the e-Procurement Platform ("Platform"), by 3:00 pm on Thursday, September 11, 2025.

Procurement details are listed herein.

1.3. Timeline

Sole Source Advertisement Release Date	September 4, 2025
Sole Source Advertisement Close Date	September 11, 2025, 3:00pm

2. Vendor Response

1. Response from Vendor
 - A. A statement regarding their capability to provide the requested goods or services.
 - B. Distributors and re-sellers are highly encouraged to include a statement from the product manufacturer stating that they are authorized to sell the product.
 - C. Any other relevant information.



Notice of Intent to Award a Sole Source Procurement

Subject: Inspection of Storage Tank from The Crom Company

Document Number: SS-2025-057

Date: September 4, 2025

Written Response Due: September 11, 2025

Time: 3:00 PM EDT

E-mail Address: bids@citynmb.com

This is not a Request for Proposals and there is no solicitation available. The proposed contract action is for product or services for which the City intends to negotiate and award with only one source under the authority of the City of North Miami Beach City Code Section 3-4.8. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

The City of North Miami Beach, Florida intends to negotiate a Sole Source procurement:

Request Department/Office: NMB Water Administration

Product and/or services to be purchased: Inspection of Storage Tank from The Crom Company.

Anticipated Cost: \$121,779.00

Sole Source Justification: The City of North Miami Beach Water Department requires specialized inspection services for a prestressed concrete storage tank located at the Norwood Water Treatment Plant. This work must be performed in compliance with American Water Works Association (AWWA) standards and manufacturer specifications. CROM Coatings and Restorations (CCR), a division of CROM, LLC, is the sole authorized and manufacturer-approved entity qualified to perform inspection, repair, and structural modifications on CROM-designed prestressed composite tanks. These tanks are constructed using proprietary materials and a post-tensioned wire wrapping process unique to CROM. According to manufacturer guidelines and AWWA standards, inspections and repairs must be conducted under the direction of a professional engineer with specific expertise in wire- and strand-wrapped prestressed composite tanks. CCR's exclusive knowledge, proprietary tooling, and technical certification make them the only vendor capable of performing the required services while preserving the tank's warranty and structural integrity. As a result, this procurement qualifies as a sole source exemption under Section 3-4.5(a) of the City of North Miami Beach Code of Ordinances.

Actions to be Taken: Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, email, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Chief Procurement Officer not to compete this proposed action based on the responses to this notice is solely within the discretion of the Chief Procurement Officer.

All responses must be in writing and returned to ATTN: City of North Miami Beach, 17011 NE 19th Ave., Suite 315, North Miami Beach, FL 33162 by: e-mail to bids@citynmb.com. Note the number of the Sole Source Information inquiry on documentation.



PROCUREMENT MANAGEMENT DEPARTMENT

SOLE SOURCE REQUEST FORM

TO: City Manager

FROM: Hamid Nikvan
Department Head (Name & Signature)

for HN
PM

VIA: Chief Procurement Officer

DATE: 8/13/20225

RE: THE INSPECTION-STORAGE TANK BY THE CROM COMPANY

Annual Expenditure not to Exceed: \$ 121,779.0 **Vendor #** 522538

Section 3-4.5 Exemptions for Bidding, Purchase of the following materials and services shall be exempt from the bidding process and subject to the spending limitations provided in subsection 3-3.14, unless otherwise provided by **State law: a. Sole source purchases. Sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Purchasing Agent determines, after conducting a good faith review of available sources, that the particular supply or service is available from only one (1) source.**

Sole Source Justification: 3-4.8 Sole Source Purchasing. Department heads may recommend purchase of a part, commodity, or service from a sole source supplier after a reasonable search has been made to find other suppliers. The recommendation shall include a written justification documenting the potential vendors contacted, and the results. The Purchasing Agent shall either confirm the lack of additional suppliers or inform the Department of potential suppliers.

CROM Coatings and Restorations (CCR) is the only contractor authorized to perform inspection, cleaning, and repair services on the City of North Miami Beach's prestressed composite ground storage tanks. The tanks were originally constructed by CROM, LLC, and per AWWA standards and warranty provisions, all work must be completed by a contractor thoroughly familiar with CROM prestressed tank design and construction.

CCR is a division of CROM, LLC, with exclusive access to the proprietary construction methods, materials, and engineering specifications necessary for safe, compliant, and effective maintenance. Any work performed by an unapproved contractor risks structural damage, work nvalidation, and non-compliance with industry standards. CCR's specialized expertise ensures the tanks' structural integrity, extends their operational lifespan, and protects the City's investment in critical water infrastructure.

	Approved	Date
Finance Director	_____	_____
Chief Procurement Officer (Up to \$25,000)	_____	_____
City Manager (Up to \$50,000)	_____	_____

Purchases exceeding \$50,000.00 will be placed on the next Commission Agenda pending Procurement review.



TO: City Manager

VIA: Chief Procurement Officer

FROM: Hamid Nikvan for HN *PM* Director / NMB Water
Director Title/Department
Signature 8/13/2025
Date

RE: THE INSPECTION-STORAGE TANK BY THE CROM CORPORSTION

Fiscal Amount not to Exceed: \$ 121,779.00

Vendor # 522538

Purpose (How does it align with City NMB Strategic Plan?):

To maintain the safety, reliability, and longevity of the City's prestressed composite ground storage tanks by utilizing the sole manufacturer-approved contractor for inspection, maintenance, and repairs. This ensures compliance with AWWA standards, preserves existing warranties, prevents premature failure of critical infrastructure, and supports the City's mission of providing safe and reliable water service to residents and businesses.

Background:

The City's prestressed composite ground storage tanks were originally constructed by CROM, LLC. Per AWWA standards and manufacturer warranty requirements, all inspections, repairs, and modifications must be performed by a professional engineer and contractor thoroughly familiar with CROM prestressed tank construction. CROM Coatings and Restorations (CCR), a division of CROM, LLC, is the only approved contractor authorized to perform work on these tanks without voiding the warranty.

Recommendation:

Approve the sole source procurement from CROM Coatings and Restorations for inspection and repair services for the City's prestressed composite ground storage tanks, in an amount not to exceed \$121,779.00.

Fiscal Impact / Account Number(s):

\$121,779.00 / 410904-533347

Contact Person(s):

Hamid Nikvan, Director of NMB Water / Jesse Emo, O&M Manager.

January 31, 2024
Revised May 20, 2025
Revised August 12, 2025

REVISED PROPOSAL 20240024

LEVEL 2 DIVE INSPECTIONS AND CLEANINGS SEVEN (7) GROUND STORAGE TANKS NORTH MIAMI BEACH, FLORIDA

CROM Coatings and Restorations ("CCR"), a Division of CROM, LLC, proposes to provide dive inspection and cleaning services for the **seven ground storage tanks** for the **City of North Miami Beach, 19150 SW 8th Ave., Miami Gardens, FL 33169** ("Client"). The work will be completed in accordance with applicable codes and standards, including OSHA, AWWA, ACI, and Florida Administrative Code 62-555.350. Any work not specifically detailed in Section 1 of this proposal shall be provided by others.

1. SERVICES TO BE FURNISHED BY CCR

CCR proposes to furnish supervision, labor, and equipment required to complete the work, except as noted in Section 2. The services to be furnished by CCR are specifically:

This scope of work is to be performed on the readily accessible portions of the following tanks unless specified differently below:

- Tank 1:
2.0-MG Steel GST
105'-0" X 32'-0" SWD
 - Tank 2:
2.0-MG Concrete GST
130'-0" ID X 20'-2" SWD
(Crom Job No. 2005M012)
 - Tank 3:
4.2-MG Concrete GST
155' ID X 36' SWD
(Crom Job No. 2004M025)
 - Tank 4:
0.8-MG Concrete GST
Internal CT Detention Basin
63' ID X 36' SWD
(Crom Job No. 2004M025)
 - Tank 5:
0.2-MG Concrete GST
75'-0" X 40' X 8' SWD
 - Tank 6:
0.2-MG Concrete GST
75'-0" X 40' X 8' SWD
 - Tank 7:
0.6-MG Concrete GST
72'-0" X 66' X 18' SWD
Post Treatment Building
- a. Review of tank design, drawings, and existing conditions as required to provide an evaluation on the current condition and integrity of the above wire-wound prestressed concrete tanks.
- b. On-site visual inspection and evaluation of the exterior of the ground storage tanks including:

LOCATIONS

GAINESVILLE, FL | HEADQUARTERS

AUSTIN, TX | CHATTANOOGA, TN | FT. MYERS, FL | RALEIGH, NC | W. PALM BEACH, FL

WWW.CROMCORP.COM

- (1) Wall Foundation or Footing and Wall Exterior:
 - (a) Wall foundation or footing, if exposed (dips, damp spots, bearing and/or joint filler pads, if present, and gap between wall and subgrade or wall and footing)
 - (b) Check for cracks and hollows
 - (c) Check architectural finish coating (paint)
 - (d) Manhole (cover, frame, bolts, and gasket)
 - (e) Pipe sleeves, if present (frame and seal by modular, mechanical type, interlocking, synthetic rubber "link" units)
 - (f) Ladder (risers, rungs, wall brackets, connections including welds, shotcrete boss, fasteners, and safety rail)
 - (g) Liquid level indicator, if present (fiberglass board, target, wall brackets, connections, shotcrete boss, precast concrete curb on dome, fasteners, cables, float, pulleys, and mechanism)
- (2) Dome Exterior:
 - (a) Check for cracks and hollows
 - (b) Check for spalling
 - (c) Check architectural finish coating (paint)
 - (d) Hatch (precast concrete curb, fiberglass cover, insect barriers, hasp, fasteners, and mechanism)
 - (e) Ventilator if present (precast concrete curb, fiberglass housing, screens around circumference and on bottom, fasteners, and caulking)
 - (f) Aerator if present (screens, fiberglass, bolts)
 - (g) Overflows, if present (precast concrete, screens, fasteners, and caulking)
 - (h) Handrail, if present (rails, posts, toe-boards, flanges, brackets, connections including welds, and fasteners)

c. **Underwater inspection** of the tank interiors including:

- (1) Dry suited diver with hard hat diving helmet and surface supplied air as required by OSHA and AWWA standards.
- (2) Closed circuit television monitoring system with videotaping capability.
- (3) On-site technical monitoring of the diving process.
- (4) Interior Wall:
 - (a) Shrinkage cracks (Normal)
 - (b) Spalling
 - (c) Ladder (Bolts, standoff brackets, rungs; if stainless, check welds)
- (5) Interior Floor:
 - (a) Check for cracks (Note size and length)
 - (b) Pipes (Encasements, coatings, support brackets, bolts)
 - (c) Waterstop, if applicable (Irregularities, holes, encasements)
 - (d) Gap between wall and waterstop, if applicable
- (6) Interior of Dome:
 - (a) Check underside of dome for exposed mesh, and visible hydrogen sulfide damage
 - (b) Check for cracks and spalls

- d. Underwater cleanout of **up to 1" of soft silt sediment only** from the tank floors using a diver assisted vacuum system. CCR assumes onsite ground disposal of the sediment and water removed from the tanks.
- e. Electronic comprehensive written reports signed and sealed by a Professional Engineer including a photographic record of the inspections.

***NOTE ADDITIONAL DIVER REQUIREMENTS:**

- 1) Ground Disposal up to 150' away
- 2) Minimum 30" x 30" Manway Hatch
- 3) An interior ladder must be available and structurally sound
- 4) Cleaning is for Floor Only
- 5) Hard or clay-like sediment or sediment over 1" will incur additional charges
- 6) No baffles noted
- 7) No interior walls
- 8) No columns
- 9) No interior piping noted
- 10) Water level should be 10-ft (max) from the dome manway hatch for inspection
- 11) A customer-initiated standby will result in an additional charge
- 12) Weekend access (if necessary)
- 13) All tanks must be isolated per OSHA CFR29 Title 1910.147 – Deenergize Equipment – Lockout/Tagout
- 14) No Water In / No Water Out.

2. 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 and uninterrupted access to the structure(s) for all equipment and personnel necessary for CCR to perform the work set forth in this Proposal. It is imperative that hatch covers are not installed prior to the completion of CCR's scope of work to allow for maximum hatch opening. The Client will notify any and all processors of the project site that the Client has granted CCR free and uninterrupted access to the site. CCR shall be responsible for site cleanup and repair of damages caused by CCR or its subcontractors.
- 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. **Complete isolation of the tanks from the water system including lock-out tag-out procedures per OSHA CFR29 Title 1910.147. 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 enter the tanks. If the tanks are not 100% isolated from the system before entry, CCR reserves the right to cancel the inspection at the owner's expense, to include lost time and mobilization fees.**
- d. A continuous supply of potable water under 50-psi pressure at the rate of 60-gallons per minute for the use

of the CCR crew within 100-feet of each tank site.

- e. 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 each 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.
- f. 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.
- g. Hauling and/or disposal of sediment and water removed from the tank.
- h. Removal of any solidified sediment on the interior tank floors. Only soft-silty will be removed during the cleanings. If removal of the solidified sediment is requested, a mutually agreed price for removal will be negotiated between CCR and the Client.
- i. Cleaning the exterior of the tank and accessories.
- j. All professional engineering design services.
- k. Hazardous material removal and disposal as required by the specifications.

3. SCHEDULE, COMMENCEMENT, AND DELAYS

This quotation is valid for 30-days. Should this quotation expire, a new quotation will be required to reflect updated pricing due to market changes.

CCR will be prepared to start work on or before October 1, 2025, the Anticipated Construction Start Date, and will undertake to furnish sufficient labor, materials, and equipment to complete our scope of work with the durations noted below:

Each Tank: 3 days for Inspection and Cleaning.

Written inspection reports will be transmitted approximately **three weeks** after each inspections.

4. QUOTATION

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

Tank 1:

Project Manager Mobilization:	\$ 1,250.00
Level 2 Inspection with Comprehensive Report:	\$ 5,000.00
Diver Mobilization	\$ 3,451.00
Dive Inspection with Cleaning:	<u>\$ 8,834.00</u>
Total:	\$ 18,535.00

Tank 2:

Project Manager Mobilization:	\$ 1,250.00
Level 2 Inspection with Comprehensive Report:	\$ 5,000.00
Diver Mobilization	\$ 3,451.00

Dive Inspection with Cleaning:		<u>\$ 8,720.00</u>
Total:		<u>\$ 18,421.00</u>
<u>Tank 3:</u>		
Project Manager Mobilization:		\$ 1,250.00
Level 2 Inspection with Comprehensive Report:		\$ 5,000.00
Diver Mobilization		\$ 3,451.00
Dive Inspection with Cleaning:		<u>\$ 10,709.00</u>
Total:		<u>\$ 20,410.00</u>
<u>Tank 4:</u>		
Project Manager Mobilization:		\$ 1,250.00
Level 2 Inspection with Comprehensive Report:		\$ 5,000.00
Diver Mobilization		\$ 3,451.00
Dive Inspection with Cleaning:		<u>\$ 6,908.00</u>
Total:		<u>\$ 16,609.00</u>
<u>Tank 5:</u>		
Project Manager Mobilization:		\$ 1,250.00
Level 2 Inspection with Comprehensive Report:		\$ 5,000.00
Diver Mobilization		\$ 3,451.00
Dive Inspection with Cleaning:		<u>\$ 6,046.00</u>
Total:		<u>\$ 15,747.00</u>
<u>Tank 6:</u>		
Project Manager Mobilization:		\$ 1,250.00
Level 2 Inspection with Comprehensive Report:		\$ 5,000.00
Diver Mobilization		\$ 3,451.00
Dive Inspection with Cleaning:		<u>\$ 6,046.00</u>
Total:		<u>\$ 15,747.00</u>
<u>Tank 7:</u>		
Project Manager Mobilization:		\$ 1,250.00
Level 2 Inspection with Comprehensive Report:		\$ 5,000.00
Diver Mobilization		\$ 3,451.00
Dive Inspection with Cleaning:		<u>\$ 6,609.00</u>
Total:		<u>\$ 16,310.00</u>
Lump Sum Total:		\$121,779.00
Discount for work executed in 2025:		<u>\$ 10,500.00*</u>
		\$111,279.00

****Note: The new inspection rate will be discounted by \$1,500.00 per inspection if work is executed in 2025.***

****Note: A mobilization discount can be applied if multiple tanks can be inspected during the same trip.***

****Note: The above pricing for interior underwater cleaning and removal is based on 1-inch of sediment removal. If the sediment accumulation exceeds 1-inch, a change order will be required for the additional sediment removal.***

CROM's proposal is predicated on working four 10-hour workdays. If the site restrictions do not allow for a 10-hour workday, then our price will be renegotiated.

This Proposal does not include an allowance for prevailing wage rates.

If a bond is required for the Scope of Work included in this contract, CCR will furnish a one-year Performance and Payment Bond. The cost of this bond is not included in our price. Please add \$9.00 per \$1,000 of contract value.

5. ACCEPTANCE

This proposal is offered for your acceptance within **30-days** from the bid/proposal date. We reserve the right after that period to amend our proposal to reflect our changing construction schedules and materials and labor rate changes. The return to this company of a copy of this proposal, and incorporated terms and conditions, with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This proposal and incorporated terms and conditions shall be made a part of any subcontract agreement or purchase order.

Sincerely,

CROM Coatings and Restorations, a Division of CROM, LLC



Cameron Kenyon
Business Development Manager



Nick Martin
Region Lead

/nkm.mj

ACCEPTED BY CLIENT

PRINT: _____
TITLE: _____
DATE: _____

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 the 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/coating of the aforementioned structure(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. 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 the 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 7, 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.

3. 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.

4. LIMIT ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL

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.

5. 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.

6. LABOR

If CCR is 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 scope of 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.

This proposal is predicated on open-shop labor conditions, using our own personnel.

7. SCHEDULE, COMMENCEMENT, AND DELAYS

If the readiness of the project site or conditions do not allow efficient execution of our work on or before the Anticipated Construction Start Date our contract price will increase \$200.00 per man hour of crew delay until other productive work can be scheduled for the assigned crew.

Schedule changes not caused by CCR, including but not limited to delays to the Anticipated Construction Start Date, additional mobilizations and demobilizations not included in the original price, and other delays that impact CCR and cause actual additional costs shall be equitably compensated via change order procedures for time and price.

It is agreed that we shall be permitted to execute our work without interruption. If delayed at any time for a period of 24 hours or more by an act or neglect of the owner, his representative, or other contractor employed by him, or by the general contractor, or by reason of any changes ordered in the work, we shall be reimbursed \$200.00/manhour until the crew is able to resume work on the project. Any additional remobilizations will be reimbursed to CCR.

In the event an agreement apart from this proposal is preferred, such agreement shall include this Proposal and all the conditions herein unless both parties agree in writing to specifically omit any condition.

8. PAYMENTS

Periodic and final payment, including any retention, shall be made within net 30 days of sufficient invoice 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 Client 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 30 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.

9. DISPUTE RESOLUTION

In the event of a controversy or claim related to this Proposal, then the Parties will engage in high-level management discussions within five (5) days of written notice to the other Party. If the issues remain unresolved, then the Parties will engage in Mediation per AAA Construction Industry Mediation Rules in the State of the place of the Project, unless an alternative location is agreed upon by the Parties in writing. The mediation shall be convened within thirty (30) days of a Party's mediation request. Each Party shall be responsible for their own attorneys' fees for the mediation; and the mediator costs shall be shared equally by the Parties. If the matter still remains unsettled after submission to mediation, the Parties may engage in litigation in the state or federal court having jurisdiction in the location of the Project, and the laws of State of the Place of the Project shall control jurisdiction, unless otherwise agreed to by the Parties in writing. The Prevailing Party shall be entitled to reasonable attorneys' fees and costs from the Non-Prevailing Party, upon an award of the Court.

10. CHANGES IN SCOPE AND LIMITATIONS

If the Client wishes to have CCR perform any additional repairs or remediation of the tank(s)/structure(s) 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.

11. 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 the 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.

12. WARRANTY

CCR will warranty its workmanship and materials on its work covered in this Proposal for a period of one year after completion of its work. Prior to leaving the location, CCR personnel will perform a walk-through with the responsible party overseeing our work for the Client. In case any defects in CCR's workmanship or materials appear within the one-year period after completion and acceptance of CCR's work, CCR shall promptly make repairs at its own expense upon written notice by the Client that such defects have been found. CCR's warranty is limited to defects in CCR's workmanship and materials, excluding inspections, cleaning, and disinfection services ("Services"). CCR shall endeavor to perform these Services with that degree of care and skill ordinarily exercised under similar circumstances by contractors practicing in the same discipline at the same time and location. CCR shall not be responsible for, nor liable for, delamination of previous coatings application, any ordinary wear and tear, or for damage caused from negligent or inappropriate use or by any other entity beyond our control, including but not limited to modifications, work, or repairs by others.

May 7, 2025

Via Email: jesse.emo@citynmb.com

Jesse Emo
19150 NW 8th Ave
N. Miami Beach Gardens, FL 33169

RE: Sole Source Letter
North Miami Beach Water Inspections
CROM Project No. - 20240024

Dear Mr. Emo,

CROM Coatings and Restorations ("CCR") is offering ground storage tank inspection and repair services as an approved representative of CROM, LLC. CCR is a division of CROM, LLC which was formed to carry out the specific tasks to inspect, repair and modify prestressed composite tanks as well as other concrete structures.

The construction of prestressed composite tanks is a unique form of construction. The combination of materials and construction methods make the structures difficult to understand if not thoroughly knowledgeable in this technology. In order to properly address modifications, maintenance and repairs on prestressed tanks, the companies involved need to have considerable experience in how the tanks are designed and built. Current AWWA Standards state that maintenance and inspections performed on prestressed tanks should only be "performed under the direction of a professional engineer thoroughly familiar with wire- and strand-wrapped prestressed composite tanks and their construction." CROM, LLC approves CCR as the sole company for any repairs and modifications performed on all of their prestressed composite tanks. CCR has unparalleled experience in the design, construction, modification and repair of prestressed composite tanks. No other service company provides this background.

The warranty as stated by the tank manufacturer requires that they be notified before any work is performed. Any work performed is required to be done by an approved contractor. Any work performed by an unapproved contractor will void any written or implied warranties.

Thank you for giving us the opportunity to assist you. Please let us know if you have any further questions.

Sincerely,

CROM COATINGS AND RESTORATIONS



Robert G. Oyenarte, P.E.
President

LOCATIONS

GAINESVILLE, FL | HEADQUARTERS

AUSTIN, TX | CHATTANOOGA, TN | FT. MYERS, FL | RALEIGH, NC | W. PALM BEACH, FL

WWW.CROMCORP.COM