



**City of North Port**  
**FINANCE DEPARTMENT/PURCHASING DIVISION**  
4970 CITY HALL BLVD  
NORTH PORT, FLORIDA 34286  
Office: 941.429.7170  
Fax: 941.429.7173  
Email: [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com)



**NOTICE OF INTENT TO AWARD A SOLE/SINGLE SOURCE PROCUREMENT**

**Sole/Single Source No: SS NO. 24-20**

**Date Posted: April 24, 2024**

**Written Response Due Date: May 1, 2024**

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 contractor/vendor under the authority of and in accordance with Florida State Statute 287.057(5)(c). 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.

- **DESCRIPTION OF SERVICE/PRODUCT: Ground Storage Tank Repairs**
- **AMOUNT** (This is an acquisition with an estimated value of): **\$47,463.00**
- **VENDOR: CROM Coatings & Restoration**

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, e-mail, 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 Procurement Manager not to compete this proposed action based on the responses to this notice is solely within the discretion and approval of the Procurement Manager and City Manager.

All sole/single source purchases exceeding the formal threshold indicated in the policies and procedures manual will require Commission Approval.

All responses must be in writing and returned to **ATTENTION: PURCHASING**, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida, 34286 or by: Fax 941-429-7173, or by e-mail [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov). Note the number of the Sole Source Information inquiry on documentation.

Information regarding this Intent may be viewed and downloaded from DemandStar's website at [www.demandstar.com](http://www.demandstar.com). Links to DemandStar are also available from the City website at [www.northportfl.gov](http://www.northportfl.gov). This Notice of Intent is posted on the City FTP site at <https://northportfl.gov/filesshare>. If you have any questions, concerns, or problems accessing this request using the link, please contact Bernice Moen, Contract Administrator I, at 941.429.7114. Request for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov). No verbal requests will be honored

April 16, 2024

Via Email: mdrennan@northportfl.gov

Michael Drennan, Jr.  
City of North Port  
5655 North Port Blvd  
North Port, FL 34287

RE: Accessory Repairs  
North Port, FL 34287  
CCR PR# 20230040

Dear Mr. Drennan:

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



# Procurement Request

## City of North Port

### Request

**Request Type\***

Sole/Single Source/Standardization

**Capital? (?)** No  Yes**PRR-EX (?)** Yes**FY\***

2024

**Type code\*****Preparer**

Brittany Kammerer

**Pre-Director Approver (?)**

Michelle Tipp

**Department\***

UTILITIES

**Division(s)**

WATER

**Commission Meeting?\*** Yes  No**Commission Date (?) \***

05/28/2024

**Agenda Item (?) \***

24-0673

**Commission Override (?)** Yes  No**Purchase****Payment Method\*** Visa Purchase  Purchase Order**Purchase Type\*** Single Purchase (current FY)  
 Blanket Purchase (current FY)**Purchase SubType\*** None  Change Order  
 Amendment**Description\***

Repairs to the ground storage tanks at the MCWTP and booster stations that sustained damage during the storm are needed. Repairs by the tank manufacturer, CROM, to include replacement of overflow screens as needed, repairs to liquid level indicators, concrete repairs and replacement of the vent assembly on one tank, and replacement of a missing access hatch. One of these tanks is currently not operational due to the damage, reducing our storage capacity. These repairs are needed to ensure safe drinking water and to meet FDEP permit requirements and standards.

*Section 2-407 of the City of North Port Procurement Code provides guidelines for determining if good(s) or service(s) is/are a sole/single source. **All Sole/Single source requests will be posted on DemandStar & the City's Purchasing site for seven (7) calendar days.***

**Exemption Explanation (?) \***

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.

**Steps taken to verify these goods and/or services are not available elsewhere (?) \***

Utilities obtained a sole source letter.

**Other vendors that were contacted (?) \***

No other vendors were contacted.

**Technology Related? (?) \*** Yes  Renewal  No

**Exemption**

**Reason \***

Attach documentation from the manufacturer certifying the vendor selected is the only distributor/dealer/contractor for the products or services in question and/or holds the production, unique capability, copyrights, trademark, and/or patent to the item, and check the following applicable statement(s):

- Patent, copyright or unique design restrictions. (Sole Source)

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- Proprietary rights in technical data and/or product formulations (e.g. cleaning compounds, lubricating oils, paint, etc.), which can only be determined through extensive laboratory analysis and examination. (Sole Source)

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- Only producer, such as utility supplier or construction material supplier, that will meet the specialized needs of the department or perform the intended function. (Sole Source)

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- Direct replacement parts, equipment or supplies that must be compatible with original equipment already installed but available only from the original equipment manufacturer. Most manufacturers have more than one dealer or distributor for their products. When this is the case, competition between dealers and/or distributors may be possible, eliminating the "sole or single source" restriction. (Single Source)

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- When tests and/or demonstrations of equipment, supplies, part, etc. under actual operating conditions reveal superior quality, performance, design or other characteristics in a brand product(s), which is available from only one source. Testing must be performed as often as practical. (Single Source)

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- Purchases for a brand product are to be made from one selected supplier, even though there are other suppliers that provide similar products. Options, such as pricing, availability, servicing, have been vetted and a supplier has been chosen that best meets the City's needs. (Single Source)

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- Maintenance, repair services or warranty which require specialized test equipment, procedures, and technical expertise available only from the original equipment manufacturer or authorized/licensed dealer/field service representative. (Single Source)

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- The part(s)/equipment are required to permit standardization and operating efficiencies within the organization and the parts and equipment are only available through a sole or single source. If competition is available, the parts and equipment must be competed. For brand-specific items, quotes should still be obtained. (Standardization)

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- Other: None or some of the above apply. Provide detailed justification below.

**Explanation \***

**Supporting backup \***

Click the Preview icon or right click link and select open in new tab or window to avoid downloading.

SS Letter - North Port, FL 20230040.pdf

89.84KB

**DemandStar**

For Purchasing Division

**Date Posted**

**Sole/Single Source Number**

**Effective Date**

**Expiration Date**

**PostedPlusSeven**

Hidden

**Purchase Details**

**Line Items**

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	Mobilization	\$\$	5,700.00	\$1.00	\$5,700.00
2	Tank #1: North Port Blvd.	\$\$	11,364.00	\$1.00	\$11,364.00
3	Tank #2: North Port Blvd.	\$\$	2,552.00	\$1.00	\$2,552.00

4	Tank #3: Nabatoff Street	\$\$	15,209.00	\$1.00	\$15,209.00
5	Tank #4: Nabatoff Street	\$\$	6,909.00	\$1.00	\$6,909.00
6	Tank #5: Tamiami Trail	\$\$	5,729.00	\$1.00	\$5,729.00

**Shipping (?) \***      **Total Charges**  
 \$0.00                      \$47,463.00

**Accounts (?)**

	Dept *	Account # (?) *	Project #	Amount *
1		420-6061-533.63-00	IAN22	\$47,463.00

**Total Payments**  
 \$47,463.00

**Comments To Budget (?)**

**Backup Attachments** ▼

Click the Preview icon or right click link and select Open link in new tab or window to avoid downloading.

**Additional Backup**

Related NavLine Req, price sheet, quote, drawings, specifications, risk waiver, etc.

Revised Proposal - North Port, FL 20230040.pdf 219.95KB

**Vendor Details**

**Vendor Information (?)** ▼

Except for Emergency purchases, vendor MUST already be setup as a vendor in NavLine.

**Vendor Name \***

CROM COATINGS & RESTORATIONS

**Vendor Number \***

7945

**Vendor Name CST**

**Contact**

**Vendor Email**

[edrive@cromcorp.com](mailto:edrive@cromcorp.com)

**Remittance Address**

CROM LLC, 250 SW 36TH TERRACE, GAINESVILLE, FL 32607

**Phone**

352-372-3436

**Vendor Documentation Current (?) \***

Yes    No

**Risk Documentation Current (?) \***

Yes  No  Waiver Attached

YTD Expenses (?)

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Department Inclusive (?) \*

\$47,463.00

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City Inclusive (?) \*

Highest Approver (?) \*

FD and CM will be skipped on the back end, as needed.

Commission

Revised March 27, 2024

Revised March 19, 2024

September 25, 2023

## PROPOSAL 20230040

### EXTERIOR TANK ACCESSORY REPAIRS / REFURBISHMENT (3) 1,000,000-GALLON, (1) 2,000,000-GALLON AND (1) 2,500,000-GALLON GROUND STORAGE TANKS NORTH PORT, FLORIDA

CROM Coatings and Restorations, a Division of CROM, LLC ("CCR") proposes to provide labor and material for the repair/modification of the prestressed concrete tanks for The City of North Port, 5655 North Port Blvd. North Port, FL 34287 ("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, 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 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. SERVICES TO BE FURNISHED BY CCR

CCR proposes to furnish all supervision, labor, material, and equipment required to complete the work, except as noted in Paragraph 4. The services to be furnished by CCR are specifically:

- **1,000,000-Gallon Ground Storage Tank (Tank 1) North Port Blvd.  
95'-0" ID x 19'-0" SWD  
(CROM Job No. 1969-M-003.01)**
- **2,500,000-Gallon Ground Storage Tank (Tank 2) North Port Blvd.  
150'-0" ID x 19'-0" SWD  
(CROM Job No. 2001-M-100)**
- **1,000,000-Gallon Ground Storage Tank (Tank 3) Nabatoff Street  
80'-0" ID x 26'-8" SWD  
(CROM Job No. 1995-M-014.01)**
- **2,000,000-Gallon Ground Storage Tank (Tank 4) Nabatoff Street  
115'-0" ID x 25'-9" SWD  
(PRECON TANK 2009)**
- **1,000,000-Gallon Ground Storage Tank (Tank 5) Tamiami Trail  
90'-0" ID x 22'-6" SWD  
(CROM Job No. 2005-M-034)**

a. Mobilization of crew, equipment, and material to job site.

**b. Tank 1: North Port Blvd.**

- 1) Center Vent Replacement and Curb Repair:
  - a) Remove remaining damaged center vent assembly.
  - b) Chip away loose and or damaged spalled concrete from the center vent curb until firm / non-degraded concrete is reached.
  - c) Patch the vertical and or horizontal prepared surface of the concrete curb with a cementitious non-sag mortar bringing the repair flush with adjacent surfaces.
  - d) Fabricate, supply , and install a new center vent assembly.
- 2) Replace one emergency overflow screen.
- 3) \*Liquid Level Indicator (LLI) Repairs:
  - a) Mechanically test the working components of the LLIs.
  - b) Make all necessary repairs to restore LLIs.
  - c) Test the LLIs to insure they are working properly.

**c. Tank 2: North Port Blvd.**

- 1) Replace four #675 emergency overflow screens.
- 2) Apply new 24/24 mesh screen to the vertical primary screens at the perimeter of the center vent.

**d. Tank 3: Nabatoff Street (PRECON TANK)**

- 1) Dome Access Hatch Refurbishment:
  - a) Remove dome access hatch assembly. The access hatch assembly will be brought back to the fiberglass shop at CROM where it will be cleaned, refurbished, and have new gelcoat applied. A replacement access door will be fabricated and installed onto the refurbished hatch assembly. After



refurbishment is complete, the access hatch assembly will be brought back to the jobsite and installed.

- 2) \*Liquid Level Indicator (LLI) Repairs:
  - a) Mechanically test the working components of the LLIs.
  - b) Make all necessary repairs to restore LLIs.
  - c) Test the LLIs to insure they are working properly.

**e. Tank 4: Nabatoff Street**

- 1) Replace four #200 emergency overflow screens.
- 2) \*Liquid Level Indicator (LLI) Repairs:
  - a) Mechanically test the working components of the LLIs.
  - b) Make all necessary repairs to restore LLIs.
  - c) Test the LLIs to insure they are working properly.

**f. Tank 5: Tamiami Trail**

- 1) \*Liquid Level Indicator (LLI) Repairs:
  - a) Mechanically test the working components of the LLIs.
  - b) Make all necessary repairs to restore LLIs.
  - c) Test the LLIs to insure they are working properly.

**4. 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 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. 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.
- 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 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.

- 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. A suitable container conveniently located on site for the use of the CCR crew to dispose of construction debris generated during the repairs/modifications.
- g. Sanitary facilities for the CCR crew for the duration of the project.
- h. Drainage and disposal of the tank's contents.
- i. Refilling, disinfecting, bacteriological sampling, and testing of the tank's contents.
- j. Cleaning the interior and exterior of the tank and accessories.
- k. Complete lock-out and tag-out of the subject tank prior to personnel entering each 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 each tank.
- l. All professional engineering design services.
- m. 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.
- n. Confined space compliance including hole watch, ventilation, and retrieval system.
- o. Proper environmental conditions including ambient temperature, moisture control and curing conditions.
- p. Adhesion testing as required by the specifications.
- q. Hazardous material removal and disposal as required by the specifications.

5. 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.

6. 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.**

## 7. RISK ALLOCATION

Client agrees that CCR's 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.

## 8. 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.

## 9. 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.

## 10. 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. Furthermore, a Commencement Date that is mutually agreeable to both parties will be incorporated into this Proposal (or other agreement between us) with sufficient time for Preparation of design drawings and other submittals. Delays to the mutually agreed upon Commencement Date shall be compensated by change order for actual cost damages for the delay(s) to CCR.

The above-mentioned mutually agreeable Commencement Date must reflect sufficient time for all milestones and construction durations required to reach final completion of the project. CCR will be prepared to start work and will undertake to furnish sufficient labor, materials, and equipment to complete construction of our scope of work within the Anticipated Construction Start Time noted below:

- **(Tank 1 & 2) North Port Blvd. – 1 day**
- **(Tank 3 & 4) Nabatoff Street – 3 days**

• **(Tank 5) Tamiami Trail - 1 day**

If the readiness of the project site or conditions do not allow efficient execution of our work on or before the Anticipated Construction Start Time or Commencement Date (whichever governs), our contract price will increase \$55.00 per man hour of crew delay until other productive work can be scheduled for the assigned crew.

It is agreed that CCR 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, CCR shall be reimbursed for our actual additional expense caused by such delay, plus 30% for overhead.

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.

11. QUOTATION

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

<b>Mobilization:</b>	<b>\$ 5,700.00</b>
<b>Tank #1: North Port Blvd.</b>	<b>\$ 11,364.00</b>
<b>Tank #2: North Port Blvd.</b>	<b>\$ 2,552.00</b>
<b>Tank #3: Nabatoff Street</b>	<b>\$ 15,209.00</b>
<b>Tank #4: Nabatoff Street</b>	<b>\$ 6,909.00</b>
<b>Tank #5: Tamiami Trail</b>	<b>\$ 5,729.00</b>

Please note:

**\*The liquid level indicator repairs do not include repairing and or replacement of the target and or board assembly. If the target and or board assembly requires repair and or replacement, the client will be notified, and a change order will be required to complete the additional repairs.**

**\*\*CROM assumes that all repair work on all five tanks can be completed in concurrence without the need to demobilize and return later. If CROM is required to demobilize and return later, an additional mobilization charge of \$ 5,700.00 will be added to final bill.**

Periodic and final payment, including any retention, shall be made in accordance with Florida Prompt Payment laws, and is to be received by us in our accounting office at 250 SW 36<sup>th</sup> 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 in accordance with Florida Prompt Payment laws, 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.

## 12. 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.

## 13. 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.

## 14. 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.

15. GUARANTEE

CCR will guarantee 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 guarantee 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.

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.

16. ACCEPTANCE

This proposal is offered for your acceptance within **30 days** from the 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 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, a Division of CROM, LLC



Ryan Speir  
Business Development Manager



Alex Ciasca  
Region Lead

/mkk

ACCEPTED BY CLIENT

\_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_