

April 30, 2021

**Revised June 15, 2021**

## REVISED PROPOSAL 21-195

### INTERIOR COATING APPLICATION AND WALL PIPE ADDITION 500,000 GALLON GROUND STORAGE TANK VERO BEACH, FLORIDA

CROM Coatings and Restorations ("CCR"), a Division of CROM, LLC, proposes to provide labor and material for the coatings of the prestressed concrete tank for **Indian River County, 1800 27<sup>th</sup> Street, Vero Beach, Florida 32960** ("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. 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 **8 Crew Weeks** 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 **July 26, 2021** 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.

#### 2. 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:

- 500,000-Gallon Ground Storage Tank  
60'-0" ID x 23'-6" SWD  
(CROM Job No. 2009-M-015)

a. Mobilize crew, materials, and equipment to jobsite.

b. **Tank Inspection:**

(1) Foundation 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
- (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, all connections including welds, fasteners, and safety rail)
- (g) Liquid level indicator, if present (fiberglass board, target, wall brackets, connections, fasteners, cables, float, pulleys, and mechanism)

(2) Dome Exterior:

- (a) Check for cracks and hollows
- (b) Check architectural finish coating (paint)
- (c) Ventilator if present (screens, fasteners, and caulking)
- (d) Handrail, if present (rails, posts, toe-boards, flanges, brackets, all connections including welds, and fasteners)
- (e) Hatch, if present (precast concrete curb, fiberglass cover, insect barriers, hasp, fasteners, and mechanism)
- (f) Aerator, if present (screens, fiberglass, bolts)
- (g) Overflows, if present (precast concrete, screens, fasteners, and caulking)
- (h) Pipe penetrations, if present (frame and seal by modular, mechanical type, interlocking, synthetic rubber "link" units)

(3) Wall Interior:

- (a) Check for cracks
- (b) Ladder (risers, rungs, wall and base brackets, braces, connections, fasteners, and safety rail)
- (c) Baffle walls/curtains, if present.

(4) Floor Interior:

- (a) Check for cracks (note size and length)
- (b) Pipes (encasements, coatings, support brackets, and bolts)
- (c) Waterstop, if applicable. (irregularities, holes, encasement)
- (d) Gap between wall and waterstop, if applicable

(5) Dome Interior:

- (a) Check for damage from hydrogen sulfide attack
- (b) Check for cracks (note size and length)

c. **Interior Concrete Side Walls and Floor Coatings Application:**

- (1) Pressure wash at a minimum of 3,500 psi to remove salts, dirt, dust, grease, oil, and other soluble contaminants from the substrate.
- (2) Ultra high water blast at a minimum of 20,000 psi to remove existing coatings, laitance, curing compounds, and other foreign contaminants from the substrate while achieving a surface profile equal to ICRI-CSP5.
- (3) Resurface with Tnemec Series 218 Mortarclad at a minimum rate of 1/16-inch.
- (4) Apply a prime coat of Tnemec Series 120-5002 Vinester at 15.0-18.0 mils DFT.
- (5) Apply a finish coat of Tnemec Series 120-5001 Vinester at 15.0-18.0 mils DFT.
- (6) Perform high voltage holiday testing.

(7) Tank disinfection in accordance with AWWA C652.

d. **Optional Add On No. 1: Interior Concrete Dome Coatings Application**

- (1) Pressure wash at a minimum of 3,500 psi to remove salts, dirt, dust, grease, oil, and other soluble contaminants from the substrate.
- (2) Ultra high water blast at a minimum of 20,000 psi to remove existing coatings, laitance, curing compounds, and other foreign contaminants from the substrate while achieving a surface profile equal to ICRI-CSP5.
- (3) Resurface with Tnemec Series 218 Mortarclad at a minimum rate of 1/16-inch.
- (4) Apply a prime coat of Tnemec Series 120-5002 Vinester at 15.0-18.0 mils DFT.
- (5) Apply a finish coat of Tnemec Series 120-5001 Vinester at 15.0-18.0 mils DFT.
- (6) Perform high voltage holiday testing.

e. **Optional Add On No. 2: Interior Piping Coatings Application**

- (1) Pressure wash at a minimum of 3,500 psi to remove salts, dirt, dust, grease, oil, and other soluble contaminants from the substrate.
- (2) Abrasive blast to remove existing coatings, rust, corrosion, and other foreign contaminants from the substrate while achieving a minimum angular anchor profile of 3.0 mils.
- (3) Apply a prime coat of Tnemec Series 120-5002 Vinester at 15.0-18.0 mils DFT.
- (4) Apply a finish coat of Tnemec Series 120-5001 Vinester at 15.0-18.0 mils DFT.

f. **Optional Add On No. 3: Addition of Wall Pipes**

- (1) Addition of 4 – 8" SS FLG-FLG Wall Pipes through tank wall at manhole elevation.

3. **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. Refilling of the tank's contents.
- h. Cleaning the 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.

#### 4. QUOTATION

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

|                              |                         |
|------------------------------|-------------------------|
| <b>Mobilization:</b>         | <b>\$ 2,000.00</b>      |
| <b>Tank Inspection:</b>      | <b>\$ 3,500.00</b>      |
| <b>Surface Preparation:</b>  | <b>\$ 48,000.00</b>     |
| <b>Resurfacing:</b>          | <b>\$ 37,750.00</b>     |
| <b>Coatings Application:</b> | <b>\$ 49,000.00</b>     |
| <b>Disinfection:</b>         | <b>\$ <u>500.00</u></b> |

**Total:** **\$140,750.00**

#### Optional Add On No. 1: Interior Dome

|                              |                            |
|------------------------------|----------------------------|
| <b>Surface Preparation:</b>  | <b>\$ 20,300.00</b>        |
| <b>Resurfacing:</b>          | <b>\$ 16,000.00</b>        |
| <b>Coatings Application:</b> | <b>\$ <u>20,225.00</u></b> |

**Optional Add On No.1 Total:** **\$ 56,525.00**

#### Optional Add On No. 2: Interior Piping

|                             |                    |
|-----------------------------|--------------------|
| <b>Surface Preparation:</b> | <b>\$ 2,520.00</b> |
|-----------------------------|--------------------|

|   |                            |
|---|----------------------------|
| <b>Coatings Application:</b>                            | <b><u>\$ 2,905.00</u></b>  |
| <b>Optional Add On No.2 Total:</b>                      | <b>\$ 5,425.00</b>         |
| <b><u>Optional Add On No. 3: Wall Pipe Addition</u></b> |                            |
| <b>Wall Pipe Addition (4 total):</b>                    | <b><u>\$ 50,000.00</u></b> |
| <b>Optional Add On No.3 Total:</b>                      | <b>\$ 50,000.00</b>        |

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.

Sincerely,

CROM COATINGS AND RESTORATIONS



Joseph Walsh  
Project Manager



Robert G. Oyenarte, PE  
President

/mkk

ACCEPTED BY CLIENT

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

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

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

## EXHIBIT A

Purchase Order # **000XXXXX-XX**

### BY ACCEPTING THIS ORDER SELLER AGREES TO THE FOLLOWING TERMS AND CONDITIONS

**1 ACCEPTANCE OF PURCHASE ORDER.** A Purchase Order is given for immediate acceptance by the Seller. Unless promptly notified to the contrary, the County will assume the Seller accepts the order as written and will make delivery as specified on the document.

**2 ENTIRE AGREEMENT.** All specifications, drawings, and data submitted to the Seller with this order or the solicitation for this order are hereby incorporated herein and made a part hereof. This contract contains the entire agreement of the parties. No change in quantities, prices, specifications, terms, or shipping instructions will be allowed except on written authority of the Indian River County Purchasing Department. Any additional or different terms and conditions proposed by Seller are objected to and hereby rejected unless specifically agreed to by the County.

**3 INDEMNIFICATION.** The Seller hereby agrees to indemnify, save, and hold harmless the County from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of the Agreement by the Seller, its agents or employees, or due to the extent of any negligent, reckless or intentionally wrongful act or occurrence of omission or commission of the Seller, its agents or employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the County for its own negligence or breach of contract. The County's liability is restricted to the limits set forth in section 767.28, Florida Statutes.

**4 MODIFICATION.** The County may, by written Order, make changes in the specifications if such changes are within the general scope of the Contract. If such changes cause an increase or decrease in the Seller's cost or in the time required for performance of the Contract (a) the seller shall promptly notify the County and assert its claim for adjustment within fifteen (15) calendar days and (b) an equitable adjustment shall be made by the County and the Contract modified accordingly. Nothing in this clause shall excuse the Seller from performing. Seller does not assume responsibility for differing, changed, latent, or concealed conditions, or the fault of others, and not caused by Seller's own fault or negligence.

**5 DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right without liability in addition to its other rights and remedies, to terminate this contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered, and to purchase substitute items or services elsewhere and charge the Seller with any and all losses incurred.

**6 TRANSPORTATION CHARGES.** Transportation expenses for all shipments shall be prepaid to destination. Shipments sent C.O.D. or freight collect without the County's written consent will not be accepted and will at Seller's risk and expense be returned to Seller. No charges will be allowed by the County for transportation, packing, cartage, or containers unless otherwise authorized in the Purchase Order.

**7 UNAVOIDABLE DELAY.** If the Seller is delayed in the delivery of goods purchased under the Purchase Order by a cause beyond its control, Seller must immediately upon receiving knowledge of such delay give written notice to the County and request an extension of time. The County shall examine the request and determine if the Seller is entitled to an extension.

**8 QUANTITY.** Quantities furnished in excess of those specified in the Purchase Order will not be accepted and will be held at Seller's risk and expense.

**9 INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings, or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of the Seller promptly after rejection.

**10 WARRANTY. Seller will guarantee its workmanship and materials of its Work covered in this revised proposal for a period of one (1) year after completion of its Work.** The Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications, or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship, and title, and will be free from such defects in design in addition. Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purpose for which they are purchased, fabricated, manufactured and designed or for other purposes as are expressly specified in this order. The County may return any nonconforming or defective items to the Seller or require corrections or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility. Seller's warranty is limited to defects in Seller's workmanship and materials, excluding inspections, cleanings and disinfection services.

**11 REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules, and regulations in effect under the requirements of all Federal, State, and local laws, rules, and regulations as applicable, including the Occupational Safety and Health Act as amended with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" in compliance with Florida Right To Know Law, Florida Statutes. Chapter 442.

**12 ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of said patent, copyright or trademark rights and shall save the County harmless from loss on account thereof.

**13 INSURANCE.** The Seller shall maintain insurance as specified in Administrative Policy Manual Section 1000.6 or as

otherwise required by the County.

**14 PAYMENT.** Payments will be made in accordance with Florida local government Prompt Payment Laws (FS 218.735), or as is stated in the terms on the face of this order, Net 30, or the Seller's invoice, whichever are more favorable to the County. Payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is earliest.

**15 IDENTIFICATION.** Invoices in duplicate with prices set out and giving the correct Purchase Order Number must be sent to the address shown on the face of this order; otherwise payment of the Seller's account may be delayed. The Purchase Order Number shall appear on all invoices, boxes, packages, shipping documents, and correspondence, and the list of contents shall be enclosed in each box or package.

**16 TERMINATION.** Buyer may, at any time, terminate this order in whole or in part by written or telegraphic notice or verbal notice confirmed in writing. Upon termination for convenience of Buyer, the Buyer will assume responsibility for specific contractual or scheduled financial commitments made prior to notice of termination. Any and all services, property, publications, or materials provided during or resulting from the Contract shall become the property of the Buyer. If, however termination is occasioned by the Seller's breach of any condition hereof, including breach of warranty, or by Seller's delay, except due circumstances beyond the Seller's control and without Seller's fault or negligence, Seller shall not be entitled to any claim or costs or to any profit referred to in said clause, and Buyer shall have against Seller all remedies provided by law and equity.

**17 TAXES.** Indian River County is exempt from State and local taxes. Exemption number is printed on the reverse side hereof. This Order shall serve as the exemption certificate.

**18 LAW GOVERNING.** This contract shall be governed by and continued according to the laws of State of Florida.