

February 9, 2023

Via Email: [jill.grimaldi@kimley-horn.com](mailto:jill.grimaldi@kimley-horn.com)

Jill Grimaldi  
Kimley Horn  
445 24th Street, Suite 200  
Vero Beach, Florida 32960

Subject: Change Order Proposal No. 2 – Wall Pipe and Concrete Pipe Supports  
PO# 90543-00 – Indian River County SWDD Landfill Division  
CCR Job No. 2021R044

Dear Ms. Grimaldi:

CROM Coatings and Restorations ("CCR"), a Division of CROM, LLC, is submitting this change order for the work as described below in accordance with all applicable codes and standards including OSHA, AWWA, SSPC, and NACE standard practices.

1. 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 3. 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)

**Work to be deducted under this change order:**

- a. 3 – 8" SS FLG-FLG Wall Pipes through tank wall at manhole elevation.

**Work to be added under this change order:**

- a. Additional mobilization.
- b. 1 – 10" SS FLG-FLG Wall Pipes through tank wall at manhole elevation.
- c. Four SS adjustable pipe supports with new engineered concrete floor pads.
- d. Two concrete pads underneath the mixer nozzles 2 x 2 x 2.

2. COMMENCEMENT AND COMPLETION

Upon your execution of this change order, CCR will be prepared to start work **20 days** after approval of our submittal information; and will undertake to furnish sufficient labor, materials, and equipment to complete this work within approximately **8 Days** working time thereafter. **Acceptance of this change order proposal will add the aforementioned time to the current contract duration.**

3. MATERIALS AND SERVICES FURNISHED BY OTHERS

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

- a. Adequate access to the tank including open storage space for our equipment and materials, conveniently located near the tank to be repaired.

- b. 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. (Note: If the scope includes using our UHP equipment please specify the minimum flow rate required to efficiently operate the UHP pumps and equipment. Minimum of 50 gpm.
- c. A continuous supply of electricity during the period of the cleaning: one 30-AMP, 110-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.
- d. 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.
- 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. All professional engineering services.

4. QUOTATION

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

<b><u>Deducted Work:</u></b>	
<b>3 – 8" Wall Pipes</b>	<b>(\$37,500.00)</b>
<b><u>Added Work:</u></b>	
<b>Additional Mobilization</b>	<b>\$ 3,500.00</b>
<b>Pipe Penetration</b>	<b>\$18,500.00</b>
<b>Four Pipe Supports &amp; Pads</b>	<b>\$19,900.00</b>
<b>Two Concrete Pads</b>	<b>\$ 5,100.00</b>
<b>Total</b>	<b>\$47,000.00</b>
<b>Deduct</b>	<b>(\$37,500.00)</b>
<b>TOTAL:</b>	<b>\$9,500.00</b>

Periodic and final payment, including any retention, shall be made within **7 days** from the date our work is completed or the billing is received, or in accordance with applicable state Prompt Payment law, whichever is earlier, and is to be received by us in our accounting office at 250 SW 36th Terrace, Gainesville, Florida 32607. All costs for third party contracts and billing management services, or use of any software, as may be required by the Customer or Owner, will be added to the Contract Price, by change order. Final payment shall not be held due to delays in testing. Payment not received by that date will be considered past due and will be subject to a late payment charge of 1½% per calendar month, or any fraction thereof until received in our office.

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

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

5. ACCEPTANCE

This change order proposal is offered for your acceptance within **30 days** from the change order proposal date. We reserve the right after that period to amend our pricing to reflect changes in construction schedules, materials and labor rate changes. The return to this company of a copy of this change order proposal with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This change order shall be made a part of the original contract agreement.

Sincerely,

CROM Coatings and Restorations, a Division of CROM, LLC



Chris Wilkerson  
Project Manager



Alexander Ciasca  
Region Lead

/adc.nle

ACCEPTED

\_\_\_\_\_

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

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

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

Original Contract Value: \$252,700.00

Net Previous Change Orders: (\$9,280.00)

Value This Change Order: \$9,500.00

New Contract Value: \$252,920.00