

**WORK ORDER 42**

**CENTRATE GST CONVERSION**

This Work Order Number 42 is entered into as of this \_\_\_ day of \_\_\_\_\_, 2021, pursuant to that certain Continuing Consulting Engineering Services Agreement for Professional Services entered into as of this 17th day of April, 2018 and that Renewal and Amendment No. 1 entered into as of this 18th day of May, 2021 (collectively referred to as the "Agreement"), by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("COUNTY") and Kimley-Horn and Associates, Inc. ("Consultant").

The COUNTY has selected the Consultant to perform the professional services set forth on Exhibit A (Scope of Work), attached to this Work Order and made part hereof by this reference. The professional services will be performed by the Consultant for the fee schedule set forth in Exhibit B (Fee Schedule), attached to this Work Order and made a part hereof by this reference. The Consultant will perform the professional services within the timeframe more particularly set forth in Exhibit C (Time Schedule), attached to this Work Order and made a part hereof by this reference all in accordance with the terms and provisions set forth in the Agreement. Pursuant to paragraph 1.4 of the Agreement, nothing contained in any Work Order shall conflict with the terms of the Agreement and the terms of the Agreement shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the date first written above.

**CONSULTANT:**

**Kimley-Horn and Associates, Inc.**

**BOARD OF COUNTY COMMISSIONERS  
OF INDIAN RIVER COUNTY**

By:

  
Peter Van Rens, P.E.

By:

Joseph E. Flescher, Chairman

Print Name:

Peter Van Rens

Title:

Senior Vice President

BCC Approved Date: \_\_\_\_\_

Attest: Jeffrey R. Smith, Clerk of Court and Comptroller

By:

Deputy Clerk

Approved:

Jason E. Brown, County Administrator

Approved as to form and legal sufficiency:

Dylan T. Reingold, County Attorney

**Work Order Number 42**  
**CENTRATE TANK CONVERSION**

**EXHIBIT A**

**SCOPE OF WORK**

**PROJECT UNDERSTANDING**

Indian River County (County) solid waste disposal district (SWDD) is in the process of evaluating treatment options for leachate collected from the Class I municipal solid waste landfill, in an effort to cease disposal to the County's West Regional wastewater treatment facility (WWTF). A potential treatment project will not likely begin implementation for several months. In the meantime, gas production from the landfill gas collection wells is being severely hampered by infiltration of leachate into the wells. The County installed pumps to remove the leachate from these gas wells, but the resulting concentrated leachate is causing treatment and disposal issues at the WWTF.

The County also operates a biosolids dewatering facility located on the SWDD landfill property. The biosolids facility design originally included a 0.5-million-gallon ground storage tank (GST) for storage of dewatering centrate prior to pumping off site. The GST, however, has not been utilized for centrate storage for the past several years.

SWDD is considering converting the unused GST to store the concentrated leachate until such time as the treatment project is in service. Repurposing the tank would require recoating of the interior with a material suitable for leachate storage, installation of a mixer to prevent stagnation/solids settling, a potential modification to the vent on the tank for off-gassing and piping modifications to get the leachate (and potentially reclaimed water for dilution) into/out of the GST.

Kimley-Horn ("Consultant") will prepare a recommendation for installation of a mixer, specify the tank and piping modifications needed to repurpose the existing GST, prepare the necessary utility permit and provide services during construction as outlined in the following Scope of Services.

**SCOPE OF SERVICES**

**Task 1: Mixing Evaluation (Lump Sum)**

Consultant will conduct an evaluation of the mixing options for the existing GST. The Consultant will rely on the most recent water quality data for the concentrated leachate to determine the best mixing option(s) for preventing adverse settling or stagnation of the leachate while being stored over a period of several months. The evaluation will consist of a review of a floating mixer, a tank-bottom mixer and jet pump mixers in the GST walls to determine which option(s) provide acceptable mixing patterns. Once the feasible options

are identified, the Consultant will work with the equipment manufacturers to specify the appropriate make/model and obtain cost estimates for equipment procurement.

The Consultant will also coordinate with the tank manufacturer (Crom) to request a budget-level quote for the installation of the selected mixer option(s). The Consultant will summarize the mixing evaluation and mixer recommendations, along with the opinion of probable cost for each option in a draft technical memorandum. The Consultant will facilitate a discussion with the County to review the recommendations in the memorandum and select the best fit for the County's installation. The technical memorandum will then be finalized and submitted to the County in electronic format.

### **Task 2: Tank Modifications (Lump Sum)**

The Consultant will utilize the final recommendation in the technical memorandum (Task 1) to prepare the necessary details for modification to the tank. These details shall consist of specifying anchor systems (if tank-bottom mixer is selected), details for securing the floating mixer (if selected), coring details (if jet pump option is selected), ventilation modifications, and/or coating details. It is anticipated that the Consultant will be coordinating the implementation of these modifications directly with Crom; therefore, this task does not include the preparation of detailed plans and specifications typically used to obtain competitive bids through advertisement. This task will consist of up to four responses to questions/requests for clarification from Crom and one site visit.

### **Task 3: Piping Modifications (Lump Sum)**

The County plans to redirect the concentrated leachate from the gas wells to the GST via a dedicated force main, utilizing the pneumatic pumps in the existing wells for conveyance. The County also intends to connect into the reclaimed water line located along the southern side of the biosolids dewatering facility (existing, on-site) for dilution within the tank. This task provides for design of the piping modifications to bring both the concentrated leachate and the reclaimed water into the existing GST, as well as for consideration of future outfall piping modifications to accommodate a future treatment system. Future piping design and installation will be the responsibility of the treatment system provider.

The County has indicated that the piping modifications will be constructed by one of the current on-call piping labor contractors. This task will include preparation of details sufficient to direct the on-call contractor. This task will not include preparation of full plans, project specifications or competitive bid documents. Task 5 will include detailed oversight of the construction phase to determine compliance with the design intent.

#### **Task 4: Permitting (Lump Sum)**

Permitting is anticipated to be limited to submitting a County utility permit application for connection to the reclaimed water system. The Consultant will prepare the necessary permit application and supporting design documents for submittal to the County for permit issuance. This task includes up to two (2) responses to requests for additional information. The County shall provide the permit application fee, if applicable. No additional permit applications are included in this task.

It is not anticipated that the Florida Department of Environmental Protection (FDEP) will require modification to the County's Solid Waste Operations permit. Similarly, FDEP does not regulate modifications/connections to the reclaimed water system. This project is not anticipated to require County Site Plan modification/approval or require modifications to the existing stormwater permits for the site.

#### **Task 5: Construction Phase Services (Not-to-Exceed)**

The Consultant will observe construction activities for the piping modifications, GST coating and GST modifications. Once Crom has completed the initial cleaning and sandblasting of the tank interior, the Consultant's structural engineer will conduct an internal visual inspection of the tank for structural integrity. This visual inspection will be limited to the extent of the tank wall visible from the floor of the tank, unless appropriate scaffolding is provided and in place by Crom. Due to the tank age, it is not anticipated that any structural deficiencies will be present. Crom will also be required to perform a detailed inspection of the tank during the resurfacing effort. Any structural deficiencies noted during the observation will require addressing under separate authorization.

The Consultant anticipates that the construction phase will span a duration of 3 months. During this time, the Consultant will provide an average of 4 hours per week of oversight, as well as 2 to 4 additional site visits by specialty technical personnel, and will prepare weekly summary reports in the form of an email to the appropriate County staff members. The Consultant will specifically be on site to observe any below-grade piping/components prior to backfilling, observe the tank walls prior to recoating, confirm appropriate coating is being utilized prior to application, observe installation of the selected mixer, and other key project milestones agreed upon with the County.

The County will contract directly with the contractor (pipelines) and Crom (tank modifications) to perform the work. The Consultant will review pay applications from each contractor on behalf of the County and provide recommendation for payment or justification for rejection. The Consultant will participate in a substantial completion walkthrough at the appropriate point of construction and generate a punch list, if applicable, to be addressed by the appropriate contractor, as well as conduct a final walkthrough to observe that each punch list item has been satisfactorily completed. Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques,

equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

## EXHIBIT B

### FEE SCHEDULE

We will provide these services in accordance with our Continuing Consulting Engineering Services Agreement for Professional Services dated May 18, 2021, by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida (“COUNTY”) and Kimley-Horn and Associates, Inc., (“Consultant”).

Kimley-Horn will perform Tasks 1 through 4 for the total lump sum fee below. Individual task amounts are informational purposes only. All permitting, application, and similar project fees will be paid directly by the County. Task 5 will be completed on a labor fee plus expense basis with the maximum labor fee shown below.

<b>Task No.</b>	<b>Task</b>	<b>Task Fee</b>
Task 1	Mixing Evaluation	\$ 14,522
Task 2	Tank Modifications	\$ 7,293
Task 3	Piping Modifications	\$ 6,668
Task 4	Permitting	\$ 1,491
<i>Lump Sum Subtotal</i>		\$29,974
Task 5	Construction Phase Services	\$20,969
<i>Not-to-Exceed Subtotal</i>		\$20,969
<b>TOTAL FEE</b>		<b>\$ 50,943</b>

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Labor fee will be billed monthly on an hourly basis according to our then-current rates. Payment will be due per the contract terms.

### ADDITIONAL SERVICES

The following services are not included in the Scope of Services for this project but may be required depending on circumstances that may arise during the execution of this project. Additional services may include, but not be limited to the following:

- Preparation of bid documents for competitive bid
- Design or execution of structural repairs to the GST
- Horizontal directional drill details

**ESTIMATE FOR ENGINEERING SERVICES**

PROJECT: Centrate GST Conversion								
CLIENT: Indian River County								
ESTIMATOR: JTG								
DESCRIPTION:		DIRECT LABOR (MAN-HOURS)						
Planning and Sampling Program		PRINC	SEN PROF	REG PROF	SEN DES/ P2	CLK	Dir Exp (5%)	LINE TOTAL
NO.	TASK							
<b>1</b>	<b>Mixing Evaluation (LS)</b>							
	Water Quality Assessment		4	8			\$ 95	\$ 1,995
	Mixing Evaluation	2	10	24	2	1	\$ 301	\$ 6,327
	Mixer Recommendation	2	4	4		1	\$ 98	\$ 2,064
	Cost Estimate		2	4				\$ 950
	Summary Memorandum	2	2	8		1		\$ 2,016
	Review Meeting	2	2	2				\$ 1,170
<b>2</b>	<b>Tank Modifications (LS)</b>							
	Details	2	6	12	2	1	\$ 181	\$ 3,807
	Site visits (1) and Clarifications (4)	2	6	12			\$ 166	\$ 3,486
<b>3</b>	<b>Piping Modifications (LS)</b>							
	Design details - Leachate FM and Reclaimed FM	2	10	16	2		\$ 247	\$ 5,177
	Coordination with On-Call Contractor	2	2	4			\$ 71	\$ 1,491
<b>4</b>	<b>Permitting (LS)</b>							
	Permit Application	2		2			\$ 36	\$ 756
	RAI (1)		2	2			\$ 35	\$ 735
<b>5</b>	<b>Construction Services (NTE)</b>							
	Structural Inspection	2	8				\$ 114	\$ 2,384
	Site Visits (4 hrs/wk for 3 months)	24	24	16			\$ 652	\$13,692
	Walk Throughs and Punch List	2	6	8			\$ 141	\$ 2,961
	Pay Applications	4	4				\$ 92	\$ 1,932
	<b>TOTAL HOURS</b>	<b>50</b>	<b>92</b>	<b>122</b>	<b>6</b>	<b>4</b>	<b>\$ 2,229</b>	<b>\$ 50,943</b>
	<b>LABOR (\$/HOUR)</b>	<b>\$ 235</b>	<b>\$ 225</b>	<b>\$ 125</b>	<b>\$ 105</b>	<b>\$ 96</b>	<b>\$ -</b>	<b>\$ -</b>
	<b>SUBTOTAL</b>	<b>\$11,750</b>	<b>\$20,700</b>	<b>\$15,250</b>	<b>\$ 630</b>	<b>\$ 384</b>	<b>\$ 48,714</b>	<b>\$ 50,943</b>

## **EXHIBIT C**

### **TIME SCHEDULE**

- Task 1 Deliverables: Draft Technical Memorandum – 4 weeks after NTP  
Final Technical Memorandum – 2 weeks from receipt of County  
Comments/Review Meeting
- Task 2 Deliverables: Draft Tank Modification Plans – 8 weeks after NTP  
Final Tank Modification Plans – 2 weeks from receipt of County  
Comments
- Task 3 Deliverables: Draft Piping Modification Plans – 8 weeks after NTP  
Final Piping Modification Plans – 2 weeks from receipt of County  
Comments
- Task 4 Deliverables: Permit Application – 1 week from Final Piping Modification Plans
- Task 5 Duration: Approximately 3 Months

**Attachment 1**

**Budget-Level Cost Estimate for GST Resurfacing**

April 30, 2021

## PROPOSAL 21-195

### INTERIOR COATING APPLICATION 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 Kimley Horn, 445 24<sup>th</sup> Street, Suite 200, Vero Beach, FL 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. 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 coatings 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. 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.

#### 3. INSURANCE

CCR represents and warrants that it and its agents, staff and Consultants employed by it is and are protected by worker's compensation insurance and that CCR has such coverage under public liability and property damage insured policies which CCR deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance CCR agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by CCR, its agents, staff and consultants employed by it. CCR shall not be

responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save CCR harmless for loss, damage or liability arising from acts by Client, Client's agent, staff and other consultants employed by Client. Any bond requirement(s) by Client will carry an additional cost unless the parties agree otherwise.

#### 4. SERVICES TO BE FURNISHED BY CROM COATINGS AND RESTORATIONS

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

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

- 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, inter locking, 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, inter locking, 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.

5. 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.

6. 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.

7. DELAYS

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

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

8. 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 Client's 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.

9. 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.

10. 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.

## 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>\$ 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>

**Optional Add On No.2 Total:** **\$ 5,425.00**

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 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 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.

## 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 bid to reflect our changing construction schedules and materials and labor rate changes. The return to this company of a copy of this proposal with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This proposal shall be made a part of any subcontract agreement or purchase order.

Sincerely,

CROM COATINGS AND RESTORATIONS



Joseph Walsh  
Project Manager



Robert G. Oyenarte, PE  
President

/ry

ACCEPTED BY CLIENT

\_\_\_\_\_

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

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

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