



June 28, 2017

PROPOSAL 16-215F

**REPAIRS BASED ON INSPECTION
MULTIPLE GROUND STORAGE TANKS
WELLINGTON, FLORIDA**

Crom Coatings and Restorations, a Division of Crom, LLC ("CROM") proposes to provide labor and material for the repair of the prestressed concrete tanks for The Village of Wellington of 1100 Wellington Trace, Wellington, FL 33414 ("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

Prior to starting work, CROM will gather all data required for submittal purposes for the repair of the aforementioned storage tanks including any available computations, detailed drawings, and specifications.

2. COMMENCEMENT AND COMPLETION

Upon your execution of this proposal, we will be prepared to start work **four weeks** after approval of our submittal information; and will undertake to furnish sufficient labor, materials, and equipment to complete the work within approximately **six weeks** working time thereafter.

In the event that we cannot start the job by **October 15, 2017** because of delays of any nature which are caused by the Client or other contractor employed by him or other circumstances over which we have no control, then the contract price may be renegotiated to reflect any increased costs.

3. INSURANCE

We hereby certify that we have complete Workers' Compensation Insurance, and that we carry adequate Liability and Property Damage Insurance as well as Builders' Risk Insurance. A certificate will be furnished by our insuring agency upon request.

4. SERVICES TO BE FURNISHED BY CROM COATINGS AND RESTORATIONS

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

This work is to be performed on the following tanks:

- 2.0 MG GST – Booster Station #1
120'-0" ID x 24'-0" SWD
- 0.2 MG GST – GST #1
40'-0" ID x 26'-6" SWD

INFRASTRUCTURE REPAIR SPECIALISTS

- 1.0 MG GST – GST #2
80'-0" ID x 26'-7" SWD
- 1.0 MG GST – GST #3
80'-0" ID x 26'-7" SWD
- a. Booster Station #1 - Repairs Based on Inspection:
 - 1) Mobilization of a repair crew.
 - 2) Secure interior ladder with new stainless steel hardware.
 - 3) Exterior concrete dome resurfacing at base of tank parapet wall, to direct rain water to downspouts.
- b. GST #1 - Repairs Based on Inspection:
 - 1) Replace interior aluminum ladder with new fiberglass ladder and add stainless steel TS safety rail.
 - 2) Chip and patch spalled concrete on exterior dome at hatch curb.
- c. GST #2 - Repairs Based on Inspection:
 - 1) Mobilization of a repair crew.
 - 2) Replace interior aluminum ladder with a new fiberglass ladder and add stainless steel TS safety rail.
 - 3) Pressure wash interior tank wall to remove accumulated sediment.
 - 4) Repair interior tank wall by removing corroded diaphragm, and resurface locations of repaired diaphragm with an NSF approved cementitious repair mortar.
- d. GST #3 - Repairs Based on Inspection:
 - 1) Replace interior aluminum ladder with a new fiberglass ladder and add stainless steel TS safety rail.
 - 2) Seal liquid level indicator opening with fiberglass Extren material and neoprene insect barrier.
 - 3) Seal dome probe opening with fiberglass Extren material and neoprene insect barrier.
 - 4) Repair fiberglass dome access hatch and spot apply new gel coating.

5. MATERIALS AND SERVICES FURNISHED BY OTHERS

It is understood that the following services shall be provided by others without expense to CROM.

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

- b. A continuous supply of potable water under minimum pressure for the use of the CROM crew within 100 feet of the tank sites.
- c. 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 tanks. Please be sure that all circuit breakers are ground-fault protected. If it is necessary for CROM to supply its own electric power, add \$500.00 per week to the contract amount.
- d. Any permit or other governmental fees as may be required for the work.
- e. Drainage and disposal of the tank's contents.
- f. Disinfection, refilling of the tank's contents and any bacteriological testing required.
- g. 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. CROM will review the procedures before entering the tank.

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. CROM' claims for extras shall carry 30% for overhead and 10% for profit.

7. DELAYS

It is agreed that we shall be permitted to prosecute our work without interruption. If delayed at any time for a period of 24 hours or more by an act or neglect of the Client, his representative, or other contractor employed by him, or by reason of any changes ordered in the work, we shall be reimbursed for our actual additional expense caused by such delay, including loss of use of our equipment, plus 30% for overhead.

LIMITATION ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL

TO THE EXTENT PERMITTED BY LAW, AN EMPLOYEE, AGENT, DESIGN PROFESSIONAL, OR ENGINEER EMPLOYED BY CROM SHALL NOT BE INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF EMPLOYMENT WITH CROM UNDER THIS PROPOSAL TO AN OWNER, CONTRACTOR, SUBCONTRACTOR, OR TO ANY THIRD PARTY CLAIMING BY AND THROUGH THESE PARTIES.

8. 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 CROM 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 CROM 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.

9. QUOTATION

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

Booster Station #1 (See Attached Pricing):	\$27,741.00
Ground Storage Tank #1 (See Attached Pricing):	\$7,860.00
Ground Storage Tank #2 (See Attached Pricing):	\$24,606.00
Ground Storage Tank #3 (See Attached Pricing):	<u>\$8,864.00</u>
Total Contract Amount:	\$69,071.00

***Note: Pricing, terms and conditions are based off the City of Deltona Contract No. RFP # PW 14-18 – “As Needed Repairs & Modifications for Ground Storage Tanks.”**

Periodic and final payment, including any retention, shall be made within **10 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. Final payment shall not be held up because of delays in testing. Payment not received by that date will be considered past due and will be subject to a late payment charge of 1% per calendar month, or any fraction thereof until received in our office.

Credit card payments will be processed at the billing rate plus 3.5%

If CROM does not receive payment within 7 days after such payment is due, as defined herein, CROM 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 to us has been received. The Proposal Amount and Time shall be adjusted by the amount of CROM' 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 CROM is obligated to pay due to the tardiness, lack of, or inadequate exemption documentation on behalf of you or the owner.

10. ARBITRATION

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.

11. CONSULTATION AND LIMITATIONS

If the Client wishes to have CROM to perform any additional repairs or remediation of the tanks or accessories, it shall authorize such work in writing and pay CROM its standard charges for such work.

It is agreed that CROM shall not be responsible for any consequential, special or delay damages. CROM 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, and not caused by CROM's fault or negligence.

It is agreed that the venue for any litigation under this Agreement shall be in Alachua County, Florida. If CROM engages an attorney for the collection of the amounts due from the Client, the Client shall pay CROM its reasonable attorney's fees and costs through any appeal.

12. GUARANTEE

CROM 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, CROM personnel will perform a walk through with the responsible party overseeing our work for the Client. In case any defects in CROM' workmanship or materials appear within the one-year period after completion of CROM' work, CROM shall promptly make repairs at its own expense upon written notice by the Client that such defects have been found. CROM' guarantee is limited to defects in CROM' workmanship and materials and CROM is not responsible for ordinary wear and tear or for damage resulting from negligent or inappropriate use.

If a bond is required for the Scope of Work included in this contract, CROM 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.

13. ACCEPTANCE

This proposal is offered for your acceptance within **45** 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



Clemente Pichardo
Project Manager



Robert Oyenarte, P.E.
Vice President

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ACCEPTED BY CLIENT

PRINT: _____

TITLE: _____

DATE: _____