

Revised September 25, 2025

Revised September 15, 2025

August 21, 2025

**PROPOSAL 20250459**

**TANK FLOOR / WALL CONNECTION REPAIRS  
2,500,000-GALLON RESERVOIR  
PEMBROKE PINES, FLORIDA**

CROM Coatings and Restorations ("CCR"), a Division of CROM, LLC, proposes to provide labor and material for the repair of the prestressed concrete tank in accordance with applicable portions of the plans and specifications dated N/A, for **The City of Pembroke Pines** ("Client"). The work will be completed in accordance with applicable codes and standards including OSHA, AWWA, AMPP, ICRI, ACI and standard prestressed concrete tank design. Any work not specifically detailed in Section 1 of this proposal shall be provided by others.

**1. SERVICES TO BE FURNISHED BY CCR**

CCR proposes to furnish supervision, labor, material, and equipment required to complete the work, except as noted in Section 2. The services to be furnished by CCR are specifically:

This scope of work is to be performed on the readily accessible portions of the following tank unless specified differently below:

- 2,500,000-Gallon Reservoir  
100'-0" ID x 42'-7" SWD  
(CROM Job No. 1989-M-053)
  - a. Mobilization of crew, equipment, and materials to jobsite.
  - b. Floor / Wall Repair:
    - 1) Mechanically prepare the surfaces at the Floor / Wall connection.
    - 2) Place an isolation boot around the tank wall.
    - 3) Mechanically attach the boot to the wall to achieve adequate sealing.

**2. 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 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 the 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.

**LOCATIONS**

**GAINESVILLE, FL | HEADQUARTERS**

AUSTIN, TX | CHATTANOOGA, TN | FT. MYERS, FL | RALEIGH, NC | W. PALM BEACH, FL

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- 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 50-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. If scope of work includes ultra-high pressure water blasting, 20-AMP, 480-volt services is required.
- 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, including dedicated hand washing station per OSHA and ANSI standards, 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 performs air quality testing to enter each tank.
- l. All professional engineering design services.
- m. Confined space compliance including hole watch, ventilation, retrieval system, and safe and clear access to the work area compliant to all local, state, and federal regulations for the duration of our work.
- n. Proper environmental conditions including ambient temperature, moisture control and curing conditions.
- o. Adhesion testing as required by the specifications.
- p. Hazardous material removal and disposal as required by the specifications.

3. SCHEDULE, COMMENCEMENT, AND DELAYS

~~This quotation is valid for 60 days. Should this quotation expire, a new quotation will be required to reflect updated pricing due to market changes.~~

~~CCR will be prepared to start work on or before November 1, 2025, the Anticipated Construction Start Date, and will undertake to furnish sufficient labor, materials, and equipment to complete construction of our scope of work with the durations noted below:~~

**Tank: 3 Weeks**

4. QUOTATION

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

**Tank Floor / Wall Connection Repair:                      \$ 154,190.00**

CROM's proposal is predicated on working four 10-hour workdays. If the site restrictions do not allow for a 10-hour workday, then our price will be renegotiated.

This Proposal does not include an allowance for prevailing wage rates.

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.

~~A surcharge of 4% will be added to all credit card payments.~~

~~10% of the contract price will be invoiced upon the approval of detailed design, structural calculations, and signed and sealed shop drawing submittals.~~

5. ACCEPTANCE

~~This proposal is offered for your acceptance within **60 days** from the bid/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, and incorporated terms and conditions, with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This proposal and incorporated terms and conditions shall be made a part of any subcontract agreement or purchase order.~~

Sincerely,

CROM Coatings and Restorations, a Division of CROM, LLC



Cameron Kenyon  
Business Development Manager



Nick Martin  
Region Lead

/nkm.kaa

ACCEPTED BY CLIENT

\_\_\_\_\_

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

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

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

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 the 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/coating of the aforementioned structure(s), 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 the 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. 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. 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.

4. 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.**

5. 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.

6. LABOR

If CCR is 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 scope of 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.

This proposal is predicated on open-shop labor conditions, using our own personnel.

7. SCHEDULE, COMMENCEMENT, AND DELAYS

If the readiness of the project site or conditions do not allow efficient execution of our work on or before the Anticipated Construction Start Date our contract price will increase \$200.00 per man hour of crew delay until other productive work can be scheduled for the assigned crew.

Schedule changes not caused by CCR, including but not limited to delays to the Anticipated Construction Start Date, additional mobilizations and demobilizations not included in the original price, and other delays that impact CCR and cause actual additional costs shall be equitably compensated via change order procedures for time and price.

It is agreed that we 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, we shall be reimbursed \$200.00/manhour until the crew is able to resume work on the project. Any additional remobilizations will be reimbursed to CCR.

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.

8. PAYMENTS

Periodic and final payment, including any retention, shall be made within net 30 days of sufficient invoice 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 Client 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 30 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.

A surcharge of 4% will be added to all credit card payments.

10% of the contract price will be invoiced upon submittal for approval of detailed design, structural calculations, and signed and sealed shop drawings submittals.

#### 9. DISPUTE RESOLUTION

~~In the event of a controversy or claim related to this Proposal, then the Parties will engage in high-level management discussions within five (5) days of written notice to the other Party. If the issues remain unresolved, then the Parties will engage in Mediation per AAA Construction Industry Mediation Rules in the State of the place of the Project, unless an alternative location is agreed upon by the Parties in writing. The mediation shall be convened within thirty (30) days of a Party's mediation request. Each Party shall be responsible for their own attorneys' fees for the mediation; and the mediator costs shall be shared equally by the Parties. If the matter still remains unsettled after submission to mediation, the Parties may engage in litigation in the state or federal court having jurisdiction in the location of the Project, and the laws of State of the Place of the Project shall control jurisdiction, unless otherwise agreed to by the Parties in writing. The Prevailing Party shall be entitled to reasonable attorneys' fees and costs from the Non-Prevailing Party, upon an award of the Court.~~

#### 10. CHANGES IN SCOPE AND LIMITATIONS

If the Client wishes to have CCR perform any additional repairs or remediation of the tank(s)/structure(s) 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.

#### 11. 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 the 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.

#### 12. WARRANTY

CCR will warranty 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. The warranty will begin on the date of the final walk-through, date of signed certificate of completion, or date of CCR's final invoice, whichever occurs first. 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 warranty is limited to defects in CCR's workmanship and materials, excluding active leak repairs, 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.