

GUARANTEED MAXIMUM PRICE AMENDMENT

**EXHIBIT “R” TO CONSTRUCTION MANAGEMENT AGREEMENT DATED _____
BETWEEN VILLAGE OF WELLINGTON AND WHARTON-SMITH, INC. (“CONSTRUCTION
MANAGER”) FOR THE WTP STORAGE TANK CLEANING AND INSPECTION SERVICES
 (“PROJECT”) MADE THIS _____ DAY OF _____ 2021.**

ARTICLE 1 - GUARANTEED MAXIMUM PRICE

1.1 Guaranteed Maximum Price (“GMP”)

Pursuant to Section 3.2 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 8 of this Agreement, and the Owner’s Contingency. There shall be no Fee on Owner’s Contingency unless and until such time as use of the Owner’s Contingency is authorized by Owner. Notwithstanding, Manager’s insurance and bond costs shall not be subject to Construction Manager’s Fee.

1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **two hundred fifty thousand dollars (\$250,000.00)** subject to additions and deductions by Change Order as provided in the Contract Documents. The GMP is subject to Construction Manager’s Assumptions and Clarifications to the GMP attached as **Exhibit “R5”**.

1.1.2 Allowances included in the Guaranteed Maximum Price are attached as **Exhibit “R4”**.

1.1.3 The Guaranteed Maximum Price includes a fixed amount for General Conditions and General Requirements of **twenty-six thousand five hundred sixty-two dollars (\$26,562.00)** as detailed in **Exhibit “R7”**. Construction Manager’s General Conditions and General Requirements are fixed and shall not be subject to increase or decrease unless authorized by written Change Order as set forth in the Agreement.

1.1.4 The GMP includes an Owner’s Contingency in the amount of **one hundred forty-three thousand three hundred fifty dollars (\$143,350.00)** be utilized as set forth in 7.2.3 of the Agreement.

1.1.5 It is the intent and understanding of Construction Manager in providing a GMP for this Work, that the Drawings, Plans and Specifications listed in the attached **Exhibit “R1”** provide for the construction of completed Work by the Construction Manager, including all devices, fasteners, materials or other work not shown in the Drawings and Specifications but which are reasonably inferable therefrom and any and all incidental accessories necessary to make the Work complete and operable in all respects (even if not specified in the description of the Work, but necessary for proper installation and operation of the Work under the Drawings and Specifications), all of which shall be included as part of the Cost of the Work. The expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a construction manager and general contractor familiar with the Project, having performed extensive Preconstruction Services, and exercising the care, skill and diligence of the Construction Manager by the Contract Documents. Notwithstanding, the foregoing shall not be construed to impose any design responsibility or liability on Construction Manager except where such design responsibility is an existing requirement of Florida law or the Contract Documents.

1.2 Schedule of Values. The Schedule of Values allocating the Contract Sum to the various portions of the Work is attached as **Exhibit “R2”**. The Construction Manager shall not imbalance its Schedule of Values nor artificially inflate any element thereof. Any violation of this provision by the Construction Manager shall constitute a material breach of this Construction Management Agreement. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager’s Fee shall be shown as a single separate item.

ARTICLE 2 – CONTRACT TIME

2.1 Date of Commencement. The Work to be performed under this Construction Management Agreement shall be commenced upon the issuance of a Notice to Proceed from Owner (“Date of Commencement”).

2.2 Contract Time. Construction Manager shall meet all Milestones outlined in **Exhibit “R3”** and the entire Project shall reach Substantial Completion no later than **eighty (80)** calendar days from the Date of Commencement. Construction Manager shall reach Final Completion no later than **twenty-nine (29)** days from the delivery of the Punch List as outlined in Paragraph 14.4(G) of the General Conditions, subject to any authorized extensions of time as set forth in the Contract Documents. All Work shall be performed in an expeditious manner.

2.2.1 Liquidated Damages. The parties to this Agreement agree that time is of the essence in the performance of this Agreement. Substantial Completion of the Work under this Agreement, as defined in Article 1 of the General Conditions shall be no later than the Substantial Completion date set forth in Section 2.2 of this GMP Amendment, subject to authorized extensions of time as set forth in the Article 12 of the General Conditions. In the event the Work is not substantially completed by the completion date stated above, and has not been extended by Change Order, the Owner shall be entitled to collect liquidated damages. Construction Manager and Owner agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the Construction Manager shall pay the Owner the sum of **five hundred dollars (\$500.00)** for each calendar day in achieving Substantial Completion of the Work. Further, Construction Manager and Owner agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the Construction Manager shall pay the Owner the sum of **two hundred fifty dollars (\$250.00)** for each and every calendar day of unexcused delay for failure to achieve Final Completion. It is hereby agreed that the amount of the per diem assessment for liquidated damages for the Construction Manager’s failure to achieve Substantial Completion of the Work or Final Completion of the Work within the time specified in this Agreement is not a penalty and not excessive in light of the circumstances known to the parties at the time this Agreement is executed. The Owner’s exercise of its right to terminate this Agreement shall not release the Construction Manager from its obligation to pay liquidated damages in the amount set forth herein. Such assessments shall be immediately due and payable to the Owner or, at the Owner’s option, may be deducted from future payments that may be due and owing to Construction Manager. Any sums due and payable hereunder by the Construction Manager shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. Construction Manager’s liability for liquidated damages shall survive completion and termination of the Agreement and are in addition to Owner’s other remedies available under the Contract Documents and by law.

ARTICLE 3 - MISCELLANEOUS

3.1 In addition to Construction Manager’s and Subcontractor’s warranty set forth in 6.19 of the General Conditions, Construction Manager shall be responsible for providing the Extended Warranties as set forth in **Exhibit “R6”**.

3.2 The GMP Amendment incorporates the following exhibits:

1. Drawings, plans and specifications listed in the attached List of Drawings attached hereto as **Exhibit “R1”**;
2. Construction Manager’s Schedule of Values to be attached as **Exhibit “R2”**;
3. Construction Schedule to be attached as **Exhibit “R3”**;
4. Construction Manager’s Allowances to be attached as **Exhibit “R4”**;
5. Construction Manager’s Assumptions and Clarifications to the GMP, if any, to be attached as **Exhibit “R5”**;
6. List of extended warranties to be attached as **Exhibit “R6”**;

- 7. Construction Manager's Stipulated General Conditions and General Requirements to be attached as **Exhibit "R7"**.
- 8. Submittal Schedule to be attached as **Exhibit "R8"**.

This GMP Amendment and all Exhibits are hereby incorporated as part of the Contract Documents as defined in the Agreement.

3.3 Construction Manager shall deliver Payment and Performance Bonds in accordance with Fla. Stat. §255.05 and the forms set forth as **Exhibit "E"** from a surety registered in Florida and acceptable to Owner for the full value of the Guaranteed Maximum Price, plus all change orders.

3.4 Other than as modified herein, the terms and conditions set forth in the Agreement, General Conditions and other Contract Documents remain in full force and effect.

IN WITNESS WHEREOF, Owner and Construction Manager have signed this GMP Amendment. One counterpart each has been delivered to Owner, Construction Manager, and the Engineer. All portions of the Contract Documents have been signed or identified by Owner and Construction Manager or by the Engineer on their behalf.

OWNER:

CONSTRUCTION MANAGER:

VILLAGE OF WELLINGTON

WHARTON-SMITH, INC.

By _____

By _____

Anne Gerwig, Mayor

Printed Name/Title _____

Attest: _____

Attest: _____

Chevelle Addie, Wellington's Clerk

Printed Name

(SEAL)

(CORPORATE SEAL)

Address for giving notices

12300 Forest Hill Boulevard

Wellington, Florida 33414

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Laurie Cohen, Attorney for Wellington

Address for giving notices

125 W. Indiantown Road, Suite 201

Jupiter, Florida 33458

License No. CGC1511243

Agent for service of process:

(If Construction Manager is a corporation, attach evidence
of authority to sign.)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
WHARTON-SMITH, INC.

Filing Information

Document Number	G94383
FEI/EIN Number	59-2392802
Date Filed	04/03/1984
Effective Date	04/02/1984
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	07/06/2020
Event Effective Date	NONE

Principal Address

750 MONROE RD
SANFORD, FL 32771

Changed: 04/25/2006

Mailing Address

750 Monroe Road
Sanford, FL 32771

Changed: 01/02/2020

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 10/07/2019

Address Changed: 10/07/2019

Officer/Director Detail

Name & Address

Title CD

SMITH, GEORGE E
750 MONROE RD
SANFORD, FL 32771

Title D, Asst. Secretary, EVP

SMITH, TIMOTHY S
750 MONROE RD
SANFORD, FL 32771

Title PDT

DAVOLI, RONALD F
750 MONROE RD
SANFORD, FL 32771

Title Dir. of Operations

Marcell , Kenneth E, III
750 MONROE RD
SANFORD, FL 32771

Title EVP

HEWITT, PATRICK J
750 MONROE RD
SANFORD, FL 32771

Title EVP

Crafton, Darin A
750 Monroe Road
Sanford, FL 32771

Title Dir. of Business Development

O'Donnell, Todd H
750 MONROE RD
SANFORD, FL 32771

Title Dir. of Operations

Williams, Gregory L
750 MONROE RD
SANFORD, FL 32771

Title Director of Operations

Iarossi, Thomas D
750 MONROE RD
SANFORD, FL 32771

Title Director of Operations

McDaniel, Mark

750 Monroe Road
Sanford, FL 32771

Title VPS

POMPEO, STEPHANIE
750 MONROE RD
SANFORD, FL 32771

Title Director

BOAGNI, ANDRE
750 MONROE RD
SANFORD, FL 32771

Annual Reports

Report Year	Filed Date
2020	01/02/2020
2021	01/06/2021
2021	07/06/2021

Document Images

07/06/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
01/06/2021 -- ANNUAL REPORT	View image in PDF format
07/06/2020 -- Amendment	View image in PDF format
01/31/2020 -- Amendment	View image in PDF format
01/21/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/02/2020 -- ANNUAL REPORT	View image in PDF format
10/07/2019 -- Reg. Agent Change	View image in PDF format
01/02/2019 -- ANNUAL REPORT	View image in PDF format
01/02/2018 -- ANNUAL REPORT	View image in PDF format
03/30/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
01/03/2017 -- ANNUAL REPORT	View image in PDF format
09/12/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/06/2016 -- ANNUAL REPORT	View image in PDF format
06/18/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
05/18/2015 -- Amendment	View image in PDF format
04/07/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
02/04/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/05/2015 -- ANNUAL REPORT	View image in PDF format
12/01/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
06/23/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
04/12/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
01/16/2013 -- ANNUAL REPORT	View image in PDF format
01/10/2012 -- ANNUAL REPORT	View image in PDF format
04/18/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2011 -- ANNUAL REPORT	View image in PDF format
07/08/2010 -- Amendment	View image in PDF format

01/20/2010 -- ANNUAL REPORT	View image in PDF format
01/30/2009 -- ANNUAL REPORT	View image in PDF format
01/23/2008 -- ANNUAL REPORT	View image in PDF format
03/01/2007 -- ANNUAL REPORT	View image in PDF format
04/25/2006 -- ANNUAL REPORT	View image in PDF format
02/17/2006 -- Amendment	View image in PDF format
01/04/2005 -- ANNUAL REPORT	View image in PDF format
04/02/2004 -- ANNUAL REPORT	View image in PDF format
02/17/2003 -- ANNUAL REPORT	View image in PDF format
02/18/2002 -- ANNUAL REPORT	View image in PDF format
10/03/2001 -- Amendment	View image in PDF format
04/19/2001 -- ANNUAL REPORT	View image in PDF format
04/21/2000 -- ANNUAL REPORT	View image in PDF format
04/22/1999 -- ANNUAL REPORT	View image in PDF format
05/13/1998 -- ANNUAL REPORT	View image in PDF format
05/16/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
04/07/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Storage Tank Cleaning & Inspection Services Village of Wellington



GMP Proposal

August 31, 2021

Presented by Wharton-Smith (CMAR)



Wharton-Smith Contact:
Josh Burns – Preconstruction Manager
jburns@whartonsmith.com

Engineer: N/A

TABLE OF CONTENTS

SECTION 1 – EXECUTIVE SUMMARY

SECTION 2 – EXHIBIT R1 DRAWINGS, PLANS AND SPECIFICATIONS

SECTION 3 – EXHIBIT R2 SCHEDULE OF VALUES

SECTION 4 – EXHIBIT R3 CONSTRUCTION SCHEDULE

SECTION 5 – EXHIBIT R4 CONSTRUCTION MANAGER'S ALLOWANCES

SECTION 6 – EXHIBIT R5 ASSUMPTIONS AND CLARIFICATIONS

SECTION 7 – EXHIBIT R6 LIST OF EXTENDED WARRANTIES

SECTION 8 – EXHIBIT R7 GENERAL CONDITIONS AND GENERAL REQUIREMENTS

SECTION 9 – EXHIBIT R8 SUBMITTAL SCHEDULE

SECTION 1 – EXECUTIVE SUMMARY

August 31, 2021

Ms. Shannon LaRocque, PE
Director of Utilities
Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414

Re: Storage Tank Cleaning & Inspection Services
GMP

Dear Ms. LaRocque:

Wharton-Smith is pleased to submit the Guaranteed Maximum Price (GMP) proposal for the Storage Tank Cleaning & Inspection Services project. A comprehensive breakdown of material, equipment, subcontractor, and labor is provided in the supporting documentation following this letter. The GMP is valued at **\$250,000.00**.

Please note the following clarifications regarding this proposal:

1. Per discussions with the Village of Wellington, the following items are provided in accordance with the CMAR GMP Amendment Guide:
 - a. The Daily Liquidated Damages are as follows:
 - i. \$500 per calendar day for Substantial Completion
 - ii. \$250 per calendar day for Final Completion.
 - b. The GMP includes an Owner Controlled Contingency of \$143,350.
 - c. Project shall reach Substantial Completion no later than 80 calendar days from the Date of Commencement.
 - d. The following is a list of the competitively bid work packages and the recommended low responsive bidder for each. Please refer to Section 3 for the detailed bid evaluations.
 - i. Cleaning & Inspection Services – CROM Coatings and Restoration (CCR)
 - e. There are no proposed Owner Direct Purchases for this project.
 - f. The proposed GMP is valued at \$250,000.00. Refer to Exhibit R2 for the Cost of Work organized by the scope of work bid packages, allowances, Owner's Contingency, and the Construction Manager's Fee.
2. The work is in accordance with the Village of Wellington's specification "Wellington Five (5) Year Storage Tank Cleaning and Inspection Services" dated July 2021. The work includes the cleaning and inspection of six (6) storage tanks in accordance with the specifications. No drawings or plans were provided as part of the bid documents. Please refer to Section 2 for the Specifications.
3. We have included an Owner Controlled Contingency of \$143,350. Please note that this contingency is currently shown below the line without fee, fee to be included on contingency usage once brought into the project as approved by the Village of Wellington.
4. We have included the following allowances for work items with undefined scopes at this time. Please note that the allowances are currently shown below the line without fee, fee to be included on allowance usage once brought into the project as approved by the Village of Wellington.
 - a. Site Restoration - \$5,000
5. Storm water pollution prevention (SWPPP) is included.

6. We have included a performance and payment bond and insurances.
7. ERP, FDEP, FDOT, & ROW permit costs are by others. No permit costs have been included.
8. Costs associated with Davis-Bacon Wages & AIS requirements have not been included at this time.
9. It is assumed that the Village of Wellington will provide power and water for use during construction, startup, and refilling of the storage tanks at no cost.
10. CCR's clarifications presented within their proposal will apply. Specific clarifications to note are as follows:
 - a. Village of Wellington to provide a continuous supply of potable water with a 2-inch hose connection within 100 feet of the tank site.
 - b. Village of Wellington to provide a continuous supply of electricity during the period of work. Power source to be located within 100 feet of the tank site. Village of Wellington to perform any necessary lock out and tag out of the subject tank prior to personnel entering the tanks.
 - c. Village of Wellington to perform all bacteriological sampling, testing, and obtain all necessary clearances from the regulatory agency.
 - d. Wash water will be collected by CCR and disposed of at a Village of Wellington facility at no charge.
11. The Owner Controlled Contingency is anticipated to be used for items such as follows:
 - a. Storage Tank Repairs – It is assumed that any repair work will be conducted under a separate proposal from the initial proposal and will be presented to the Village of Wellington for their review and approval to proceed with the work.
 - b. Additional Sediment Removal and Removal of Solidified Sediment.
12. Please refer to Section 4 for the proposed GMP schedule. The schedule includes the cleaning and inspection of each tank only along with the associated evaluation reports, no additional work or repair work has been accounted for at this time. Should additional work or repair work be required, a contract time extension along with extended general conditions will be submitted to the Village of Wellington for review and approval. Please note that the P6 schedule is referenced in "work days" as the program automatically accounts for weekends and holidays. The contract time is expressed in "calendar days". 109 calendar days from notice of award to final completion indicated equates to the 76 work days shown in the P6 schedule.

As always, I am available to discuss at your earliest convenience.

Very respectfully,



Nathan Hillard
Director of Collaborative Delivery - Water
Wharton-Smith, Inc.

SECTION 2 – EXHIBIT R1 DRAWINGS, PLANS AND SPECIFICATIONS



Wellington Five (5) Year Storage Tank Cleaning and Inspection Services

July 2021

WELLINGTON PRESTRESSED COMPOSITE TANK CLEANING AND INSPECTION

PART 1: GENERAL

1.01 SCOPE

- A. These specifications cover the requirements for the Village Utility to conduct its 5-Year Storage Tank Inspection and Cleaning by cleaning of the six (6) prestressed composite ground level water storage tanks in the Village of Wellington. The goal of the inspection is to review the status of each tank and its structural integrity, and to determine what measures, if any, are necessary to remedy deficiencies so that the longest useful life of the tank can be realized in meeting the intent of the Florida Administrative Code Chapter 62-555.350.

There are four (4) tanks at the Utility Central Operations Site (Tanks 1-4) and one (1) tank each at the two (2) remote booster station sites. Tank capacities are listed as below:

TANK	MG
1	0.25
2	1.0
3	1.0
4	2.0
Booster Tank 1	2.0
Booster Tank 2	2.0

Any repair work will be conducted under a separate proposal from the initial proposal to inspect and clean the tanks.

1.02 QUALIFICATIONS & EXPERIENCE OF THE CONSTRUCTOR

- A. The Contractor shall be a firm with at least 10 years' experience in the construction of wire-wound circular prestressed composite tanks; and shall give satisfactory evidence that it has the skill, reliability, and financial stability to maintain the tank in accordance with the quality required by these specifications. The Contractor shall have performed the same services on at least 10 dome-covered prestressed composite tanks of equal size or larger, which meet these specifications and which are now giving satisfactory service.
- B. The Contractor shall have on its staff a full-time Professional Engineer, who shall have no less than five (5) years' experience in the design and field construction of circular prestressed composite tanks, and who shall be in charge of the work to be done. All required reports shall carry the seal of such registered Florida Professional Engineer.

1.03 SUBMITTALS

- A. Submit to the Owner a complete set of signed and sealed completion reports. A separate signed and sealed report will be required for each tank. Reports shall be submitted within 30 days of the inspection.

1.04 GUARANTEE

- A. The Contractor shall guarantee workmanship and materials on any maintenance performed (additional service) on the tanks for a one-year period from date of acceptance of the work. In case leakage or other defects appear within the one-year period, the Contractor shall promptly repair the tank at its own expense upon written notice by the Owner that such defects have been found. Leakage is defined as damp spots, oozing or flowing liquids appearing on the exterior of the tank, the source of which is from the inside of the tank.

1.05 TANK CLEANING, INSPECTION, AND REPORTING

A. Inspection Services:

1. Inspection services shall be provided in one (1) tank at a time. Each tank can be out of service no longer than five (5) calendar days.
2. The Contractor shall perform the removal and reinstallation of manhole covers as required.
3. The Contractor shall provide confined space certified personnel for entry into each tank.
4. The Contractor shall provide tank cleaning to meet the requirements of Florida Administrative Code 62- 555.350: Rinsing sediment from the tank floors and walls at a minimum pressure of 150psi sufficiently so that they are clean enough to inspect. The mixture of wash water, sediment and debris shall be removed from the tank and disposed of offsite. While performing work on potable water tanks, Contractor must specifically use equipment only for potable water use.
5. The Contractor shall perform an on-site visual inspection and evaluation of the exterior and interior of the ground storage tanks including:
 - a. Wall Foundation or Footing and Wall Exterior:
 - i. 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)
 - ii. Cracks and hollows
 - iii. Architectural finish coating (paint)
 - iv. Manhole condition (cover, frame, bolts, and gasket)
 - v. Pipe sleeves, if present, (frame and seal by modular, mechanical type, synthetic rubber "link" units)
 - vi. Ladder, if present (risers, rungs, wall brackets, all connections including welds, shotcrete boss, fasteners, and safety rail)
 - vii. Liquid level indicator, if present (fiberglass board, target, wall brackets, connections, shotcrete boss, precast concrete curb on dome, fasteners, cables, float, pulleys, and mechanism)
 - b. Dome Exterior:
 - i. Check for cracks and hollows
 - ii. Check for spalling
 - iii. Check architectural finish coating (paint)
 - iv. Hatch (precast concrete curb, fiberglass cover, insect barriers, hasp, fasteners, and mechanism)
 - v. Ventilator (precast concrete curb, fiberglass housing, screens around circumference and on bottom, fasteners, and caulking)
 - vi. Aerator, if present (screens, fiberglass, bolts)
 - vii. Overflows, if present (precast concrete, screens, fasteners, and caulking)
 - viii. Handrail, if present (rails, posts, toe-boards, flanges, brackets, all connections including welds, and fasteners)
 - c. Wall Interior:
 - i. Shrinkage cracks and hollows
 - ii. Spalling

- iii. Ladder, if present (risers, rungs, wall and base brackets, braces, connections, shotcrete bosses, fasteners, and safety rail)
 - d. Floor Interior:
 - i. Cracks (note size and length)
 - ii. Pipes (encasements, coatings, support brackets, and bolts)
 - iii. Waterstop, if applicable (irregularities, holes, encasement)
 - iv. Gap between wall and waterstop, if applicable
 - e. Dome Interior:
 - i. Check for exposed reinforcing steelbars
 - ii. Check for exposed welded wire fabric
 - iii. Check for damage from chemical attack
6. The Contractor shall provide comprehensive written reports for each tank (three signed and sealed hard copies and one electronic copy) signed and sealed by a Professional Engineer as required by FAC 62-555.350 including a photographic record of the inspections with recommendations resulting from the technical review of the inspection findings.

B. Disinfection

1. The Contractor shall disinfect each tank in accordance with the requirements of the AWWA C652 and regulations of the state of Florida before returning the tank to operations. The Contractor shall provide all necessary equipment, materials, and labor in order to complete the disinfection process.
2. Contractor shall submit the Disinfection Plan to Owner for approval prior to conducting any work.

C. Bacterial Testing

1. The Contractor shall perform bacteriological testing on the full facility in accordance with regulations of the State of Florida.
2. The Contractor shall be responsible to repeat the disinfection process if bacteria samples are unsatisfactory and Contractor shall repeat disinfection process until bacteria samples are completed satisfactorily.
3. The Contractor shall submit passing test reports to the Owner prior to placing the tanks back into service and proceeding to the next tank.

D. Reporting Requirements

1. The Contractor shall prepare a report, which presents in tabular and narrative form the information, data, assessments, and professional recommendations for the items in the following paragraphs. Each tank shall be addressed separately.
2. General information required for each tank:
 - a. Location and address of tank
 - b. Name of tank erectors
 - c. Date of erection
 - d. Type of tank
 - e. Tank capacity

- f. Tank diameter
 - g. Overflow elevation
 - h. Bottom elevation
 - i. Number of columns, if applicable
 - j. Date of last inspection (to be provided by Owner)
 - k. Method of last inspection (in the dry or in the wet) (to be provided by Owner)
 - l. Name and address of the firm performing the most recent previous inspection (to be provided by Owner)
 - m. Date of last interior cleaning and type of cleaning (drained washout or full tank vacuum) (to be provided by Owner)
 - n. Date of inspection
 - o. Name(s) of inspectors
3. The report shall include the following coating information for each tank:
- a. Date of last recoating - interior and exterior
 - b. Coating materials used in last recoating - interior and exterior.
 - c. Coating method used on previous coating (overcoat versus blast and recoat)
4. The report shall include a description of the following conditions associated with each tank:
- a. Tank Foundation: including cracks, evidence of settlement, anchor bolts, chas
 - b. Tank Exterior: including cracks, corrosions, efflorescence, all tank penetrations, and coating condition
 - c. Tank Interior: including cracks, corrosion, coating condition, all tank penetrations, and sediment accumulation
 - d. Ladders: including ladder type, corrosion, structural integrity of sides, rungs and connection and fall protection system
 - e. Accessories: including all vents, hatches, overflow, water level indicator, cathodic protection, and obstruction lighting
5. The report shall provide a summary of the following:
- a. Structural integrity: structural condition of each tank
 - b. Coating integrity: coating condition, estimated service life remaining.
 - c. Water Quality Security: site security, tank access security and water security assessment and recommended repairs
 - d. Operation Safety: personnel access safety
 - e. Recommended Maintenance Program
6. Tank cleaning, Inspection and Reporting
- a. Recommendations of repairs including urgency and estimated cost
7. The report shall include photographic and audio-visual documentation of the following:
- a. Photographs of all items noted on report
 - b. Tank Exterior
 - i. Provide a clear, narrated audio-video recording of the tank site and surroundings
 - ii. Provide photographs of problem areas

- c. Tank Interior
 - i. Provide photographs of problem areas

END OF SECTION

SECTION 3 – EXHIBIT R2 SCHEDULE OF VALUES



COST SUMMARY

Direct Costs	LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Total Direct Costs	\$ -	\$ -	\$ -	\$ 63,411	\$ 63,411
Total GC's	\$ 20,669	\$ -	\$ 3,118	\$ 2,775	\$ 26,562
Fee				\$ 8,098	\$ 8,098
Total for Direct Costs	\$20,669	\$0	\$3,118	\$74,284	\$98,071
Contingencies and Allowances	LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Owner Controlled Contingency				\$ 143,350	\$ 143,350
Dedicated Allowances (see next sheet)				\$ 5,000	\$ 5,000
Total for Contingencies and Allowances	\$0	\$0	\$0	\$148,350	\$148,350
Bond and Insurance	LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Bond				\$ 2,347	\$ 2,347
Insurance				\$ 1,232	\$ 1,232
GMP TOTALS	\$20,669	\$0	\$3,118	\$226,213	\$250,000



COST OF WORK									
DESCRIPTION	QTY	UOM	LABOR	EQUIPMENT	MATERIALS	SUBS	\$ TOTALS	COMMENTS	
			\$ AMOUNT	\$ AMOUNT	\$ AMOUNT	\$ AMOUNT			
<i>DIRECT COSTS</i>								\$ 63,411	
STORAGE TANK CLEANING & INSPECTION PACKAGE	1	LS	\$ -	\$ -	\$ -	\$ 63,411	\$ 63,411	CROM (CCR)	
<i>DEDICATED ALLOWANCES</i>								\$ 5,000	
ALLOWANCE FOR SITE RESTORATION	1	LS	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000		
<i>TOTAL DIRECT COST</i>			\$ -	\$ -	\$ -	\$ 68,411	\$ 68,411		



Wharton-Smith, Inc.
CONSTRUCTION GROUP

JOB NAME:	STORAGE TANK CLEANING & INSPECTION				
ESTIMATE #:	0				

GENERAL CONDITIONS	DURATION =	0 DIRECT MANHOURS			0	MANWEEEKS											
		3	MONTHS, PLANNED	0	0	MEN											
DESCRIPTION	QTY	UNIT	MH/UNIT	BASE RATE	LABOR			EQUIPMENT			MATERIAL			SUBCONTRACTS		\$ TOTALS	
					U/P	TOTAL MH	\$ AMOUNT	HR/UNIT	RATE	\$ AMOUNT	U/P	\$ AMOUNT	\$ AMOUNT	U/P	\$ AMOUNT		
PROJECT MANAGEMENT TEAM																	
FIELD STAFF																	
SUPERINTENDENT I	13.02	WK	8	\$93.00	\$744.00	104	\$9,687			\$0.00		\$0	\$0			\$0	\$9,686
OFFICE STAFF																	
PROJECT MANAGER	13.02	WK	4	\$93.00	\$372.00	52	\$4,843			\$0.00		\$0	\$0			\$0	\$4,843
PROJECT ASSISTANT	13.02	WK	2	\$67.00	\$134.00	26	\$1,745			\$0.00		\$0	\$0			\$0	\$1,745
OTHER STAFF																	
SAFETY COORDINATOR	13.02	WK	2	\$95.00	\$190.00	26	\$2,474			\$0.00		\$0	\$0			\$0	\$2,474
RELATED MANAGEMENT COSTS																	
SOFTWARE COSTS	1	LS		\$40.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$525	\$525	\$525
TEMP.FACILITIES & UTILITIES																	
WATER, MONTHLY	3	MO		\$40.00	\$0.00	0	\$0			\$0.00	\$150.00	\$450	\$484			\$0	\$484
CELLULAR TELEPHONE, MONTHLY CHARGES	3	MO		\$40.00	\$0.00	0	\$0			\$0.00	\$200.00	\$600	\$645			\$0	\$645
JOB OFFICE SUPPLIES	3	MO		\$40.00	\$0.00	0	\$0			\$0.00	\$250.00	\$750	\$806			\$0	\$806
TOOL TRAILERS - 1 REQUIRED	3	MO		\$40.00	\$0.00	0	\$0			\$0.00	\$100.00	\$300	\$323			\$0	\$323
TEMPORARY TOILETS - 1 REQUIRED	3	MO		\$40.00	\$0.00	0	\$0			\$0.00	\$100.00	\$300	\$323			\$0	\$323
SAFETY & HEALTH & HOUSEKEEPING																	
CLEAN-UP AT END OF PROJECT	1	LS	48	\$40.00	\$1,920.00	48	\$1,920			\$0.00		\$0	\$0			\$0	\$1,920
TOTAL GENERAL CONDITIONS						256	\$20,669			\$0		\$2,580	\$525				\$23,774
GENERAL REQUIREMENTS																	
PERMITS, FEES, INSURANCE, LEGAL, ETC.																	
BUILDER'S RISK INSURANCE-COASTAL COUNTY	3	MO		\$40.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$50.00	\$150	\$150
PROJECT DOCUMENTATION AND SERVICES																	
PRE-CONSTRUCTION AUDIO-VIDEO DOCUMENTATION	1	LS		\$40.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$2,100.00	\$2,100	\$2,100
PLANS & SPECIFICATIONS REPRODUCTION COSTS	1	LS		\$40.00	\$0.00	0	\$0			\$0.00	\$500.00	\$500	\$538			\$0	\$538
TOTAL GENERAL REQUIREMENTS						0	\$0			\$0		\$538	\$2,250				\$2,788

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:
Project Name:
Owner:
Bid Date:

Cleaning & Inspection Services
Storage Tank Cleaning & Inspection Services
Village of Wellington
Friday, August 13, 2021

Scope Item Description	CROM (CCR)		Precon Corp.		N/A		N/A	
	Joe Walsh		Adiran Moore					
	352-575-3149		352-332-1200					
Base Bid Before Adjustments	\$	62,845.00	\$	118,800.00	\$	-	\$	-
Cleaning & Inspection Services	\$	62,745.00	\$	118,700.00				
Payment and Performance Bonds		See Below		See Below				
Indemnification	\$	100.00	\$	100.00				
Alternates								
Additional Notes								
SUBTOTAL:	\$	62,845	\$	118,800				
Bond:	0.9%	\$ 566	1.2%	\$ 1,426	0.0%		0.0%	
Adjustment		None		None				
Total Adjusted Scope:	\$	63,411	\$	120,226	\$	-	\$	-
Recommendation: CROM (CCR)	\$	63,411	N/A	N/A	N/A	-	N/A	N/A

Recommend CROM Coatings and Restorations (CCR) as the lowest responsive bidder. The pricing listed within CCR's proposal does not include bond. Bond has been added at a rate of 0.9% per CCR's proposal (refer to Item 15 in the proposal). \$100 has been added to CCR's pricing for Indemnification.

November 23, 2020
Revised July 23, 2021

PROPOSAL 20-271A

5-YEAR INTERIOR AND EXTERIOR INSPECTION AND INTERIOR CLEANING OF SIX (6) PRESTRESSED COMPOSITE GROUND LEVEL STORAGE TANKS VILLAGE OF WELLINGTON, FLORIDA

CROM Coatings and Restorations ("CCR"), a Division of CROM, LLC, proposes to provide structural evaluation services for the prestressed concrete tanks noted for **Wharton-Smith, Inc.** ("Client"). All work will be completed in accordance with all applicable codes and standards including OSHA, AWWA, ACI and Florida Administrative Code 62-555.350.

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 cleaning and inspection 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 and after a notice to proceed is issued by the client, CCR will proceed according to a mutually agreed upon schedule determined between the client and CCR. CCR will undertake to furnish sufficient resources to complete each cleaning and disinfection in a working time of no more than **five (5) work days per storage tank** and to transmit the subsequent signed and sealed evaluation reports per tank approximately **3 weeks** after the completion of the inspection.

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 **December 7, 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 for the 5-year storage tank exterior and interior inspection and interior cleaning of six (6) prestressed composite ground level water storage tanks. The goal of the inspection is to review the status of each tank and its structural integrity, and to determine what measures, if any, are necessary to remedy deficiencies so that the longest useful life of the tank can be realized in meeting the intent of the Florida Administrative Code Chapter 62-555.350:

- 2,000,000-Gallon Ground Storage Tank Booster Station No.1
120'-0" ID x 25'-0" SWD
- 2,000,000-Gallon Ground Storage Tank Booster Station No.2
100'-0" ID x 34'-1" SWD
(CROM Job No. 2001-M-071B)
- 200,000-Gallon Ground Storage Tank No.1
40'-0" ID x 26'-6" SWD
(CROM Job No. 1973-M-031)
- 1,000,000-Gallon Ground Storage Tank No.2
80'-0" ID x 26'-7" SWD
(CROM Job No. 1978-M-007)
- 1,000,000-Gallon Ground Storage Tank No.3
80'-0" ID x 26'-7" SWD
(CROM Job No. 1980-M-006)
- 2,000,000-Gallon Ground Storage Tank No.4
113'-2" ID x 26'-7" SWD
(CROM Job No. 1995-M-066)

- a. Interior tank cleaning to meet the Requirements of Florida Administrative Code 62-555.350: Rinsing of up to 1" of soft silty sediment only from the previously drained tank interior sufficiently so that they are clean enough to inspect. This requires that others provide either a fire hydrant or other 2-inch potable water hose connection to CCR and assumes that wash water will be collected by CCR and disposed of at a Village of Wellington facility at no charge to CCR.
- b. Each tank disinfected in accordance with AWWA C652 per the attached DISINFECTION PLAN (see ATTACHMENT A).
- c. Sanitary and Dumpster facilities.

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 with a 2-inch hose connection 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. Removal of any solidified sediment on the interior tank floors. Only soft-silty sediment will be removed during the cleanings. If removal of the solidified sediment is requested, a mutually agreed price for removal will be negotiated between CCR and the Client.
- g. Cleaning exterior of the tank and accessories.
- h. Refilling, bacteriological sampling, and testing of the tank's contents including a supply of water for filling the tank during disinfection.

- i. Complete lock out and tag out of the subject tank prior to personnel entering the tanks. 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 services for any work outside of CCR's scope of work.

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 CCRs 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 Clients' 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:

Mobilization (x6):	\$500.00 Ea.	\$ 3,000.00
One 0.25-MG		\$ 4,450.00
Offsite removal of tank contents	\$603.00 Ea	\$ 603.00
Two 1.0-MG	\$8,400.00 Ea.	\$16,800.00
Offsite removal of tank contents	\$1,006.00 Ea	\$ 2,012.00
Three 2.0MG	\$10,350.00 Ea.	\$31,050.00
Offsite removal of tank contents	\$1,610.00 Ea	\$ 4,830.00
	Project Total:	\$62,745.00

****Note: Removal of sediment in excess of 1" will be billed as follows: \$1,250.00 for each additional 1" of sediment removal. More than 6 inches of additional sediment and must be treated as a change order. Offsite removal of tank contents is based on a vacuum truck being utilized to capture the wash water and disposing of it at and acceptable Village of Wellington Facility at no charge to CCR.***

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.

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 charges 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

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 **21 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



Joe Walsh
Project Manager



Bobby Oyenarte
President

/ry

ACCEPTED BY CLIENT

PRINT: _____

TITLE: _____

DATE: _____

SECTION 4 – EXHIBIT R3 CONSTRUCTION SCHEDULE

Activity ID	Activity Name	Original Duration	Actual Duration	Remaining Duration	Duration % Complete	Start	Finish	Total Float	2021				2022		
									Sep	Oct	Nov	Dec	Jan	Feb	Mar
Storage Tank Cleaning and Inspection Services									31-Dec-21, Storage Tank Cleaning and Inspection Services						
Administration									31-Dec-21, Administration						
A1010	Notice of Award	76	0	76	0%	14-Sep-21	31-Dec-21	0	◆ Notice of Award						
A1030	Disinfection Plan	5	0	5	0%	14-Sep-21	20-Sep-21	0	■ Disinfection Plan						
A1020	Notice to Proceed	0	0	0	0%	21-Sep-21		0	◆ Notice to Proceed						
A1090	Evaluation Reports	15	0	15	0%	10-Nov-21	01-Dec-21	0	■ Evaluation Reports						
A1040	Substantial Completion	0	0	0	0%		02-Dec-21	0	◆ Substantial Completion						
A1050	Punchlist	30	0	30	0%	02-Dec-21	31-Dec-21	0	■ Punchlist						
A1060	Final Completion	0	0	0	0%		31-Dec-21	0	◆ Final Completion						
Cleaning & Inspection									09-Nov-21, Cleaning & Inspection						
0.25MG Storage Tank									28-Sep-21, 0.25MG Storage Tank						
A1070	Mobilize	0	0	0	0%	21-Sep-21		0	◆ Mobilize						
A1160	Shutdown	1	0	1	0%	21-Sep-21	21-Sep-21	0	■ Shutdown						
A1130	Clean & Inspect	5	0	5	0%	22-Sep-21	28-Sep-21	0	■ Clean & Inspect						
A1140	Place in service	0	0	0	0%		28-Sep-21	0	◆ Place in service						
1.0MG Storage Tank-1									06-Oct-21, 1.0MG Storage Tank-1						
A1080	Mobilize	0	0	0	0%	29-Sep-21		0	◆ Mobilize						
A1200	Shutdown	1	0	1	0%	29-Sep-21	29-Sep-21	0	■ Shutdown						
A1150	Clean & Inspect	5	0	5	0%	30-Sep-21	06-Oct-21	0	■ Clean & Inspect						
A1170	Place in service	0	0	0	0%		06-Oct-21	0	◆ Place in service						
1.0MG Storage Tank-2									14-Oct-21, 1.0MG Storage Tank-2						
A1210	Mobilize	0	0	0	0%	07-Oct-21		0	◆ Mobilize						
A1230	Shutdown	1	0	1	0%	07-Oct-21	07-Oct-21	0	■ Shutdown						
A1220	Clean & Inspect	5	0	5	0%	08-Oct-21	14-Oct-21	0	■ Clean & Inspect						
A1240	Place in service	0	0	0	0%		14-Oct-21	0	◆ Place in service						
2.0MG Storage Tank-1									22-Oct-21, 2.0MG Storage Tank-1						
A1100	Mobilize	0	0	0	0%	15-Oct-21		0	◆ Mobilize						
A1110	Shutdown	1	0	1	0%	15-Oct-21	15-Oct-21	0	■ Shutdown						
A1120	Clean & Inspect	5	0	5	0%	18-Oct-21	22-Oct-21	0	■ Clean & Inspect						
A1180	Place in service	0	0	0	0%		22-Oct-21	0	◆ Place in service						
2.0MG Storage Tank-2									01-Nov-21, 2.0MG Storage Tank-2						
A1250	Mobilize	0	0	0	0%	25-Oct-21		0	◆ Mobilize						
A1260	Shutdown	1	0	1	0%	25-Oct-21	25-Oct-21	0	■ Shutdown						
A1270	Clean & Inspect	5	0	5	0%	26-Oct-21	01-Nov-21	0	■ Clean & Inspect						
A1280	Place in service	0	0	0	0%		01-Nov-21	0	◆ Place in service						
2.0MG Storage Tank-3									09-Nov-21, 2.0MG Storage Tank-3						
A1290	Mobilize	0	0	0	0%	02-Nov-21		0	◆ Mobilize						
A1300	Shutdown	1	0	1	0%	02-Nov-21	02-Nov-21	0	■ Shutdown						
A1310	Clean & Inspect	5	0	5	0%	03-Nov-21	09-Nov-21	0	■ Clean & Inspect						
A1320	Place in service	0	0	0	0%		09-Nov-21	0	◆ Place in service						

■ Actual Work ◆ Milestone
■ Remaining Work ■ Summary
■ Critical Remaining Work

Wellington GST Cleaning & Inspection Services
 Owner: Village of Wellington
 Contractor: Wharton-Smith Construction Group

Data Date: 14-Sep-21
 Finish Date: 31-Dec-21
 Page 1 of 1



SECTION 5 – EXHIBIT R4 CONSTRUCTION MANAGER’S ALLOWANCES

The GMP includes the following Allowances for work items with undefined scopes at this time. Please note that the allowances are currently shown below the line without fee, fee to be included on allowance usage once brought into the project as approved by the Village of Wellington.

1. Site Restoration - \$5,000

SECTION 6 – EXHIBIT R5 ASSUMPTIONS AND CLARIFICATIONS

Please note the following assumptions and clarifications regarding this proposal:

1. The work is in accordance with the Village of Wellington’s specification “Wellington Five (5) Year Storage Tank Cleaning and Inspection Services” dated July 2021. The work includes the cleaning and inspection of six (6) storage tanks in accordance with the specifications. No drawings or plans were provided as part of the bid documents. Please refer to Section 2 for the Specifications.
2. We have included an Owner Controlled Contingency of \$143,350. Please note that this contingency is currently shown below the line without fee, fee to be included on contingency usage once brought into the project as approved by the Village of Wellington.
3. We have included the following allowances for work items with undefined scopes at this time. Please note that the allowances are currently shown below the line without fee, fee to be included on allowance usage once brought into the project as approved by the Village of Wellington.
 - a. Site Restoration - \$5,000
4. Storm water pollution prevention (SWPPP) is included.
5. We have included a performance and payment bond and insurances.
6. ERP, FDEP, FDOT, & ROW permit costs are by others. No permit costs have been included.
7. Costs associated with Davis-Bacon Wages & AIS requirements have not been included at this time.
8. It is assumed that the Village of Wellington will provide power and water for use during construction, startup, and refilling of the storage tanks at no cost.
9. CCR’s clarifications presented within their proposal will apply. Specific clarifications to note are as follows:
 - a. Village of Wellington to provide a continuous supply of potable water with a 2-inch hose connection within 100 feet of the tank site.
 - b. Village of Wellington to provide a continuous supply of electricity during the period of work. Power source to be located within 100 feet of the tank site. Village of Wellington to perform any necessary lock out and tag out of the subject tank prior to personnel entering the tanks.
 - c. Village of Wellington to perform all bacteriological sampling, testing, and obtain all necessary clearances from the regulatory agency.
 - d. Wash water will be collected by CCR and disposed of at a Village of Wellington facility at no charge.
10. The Owner Controlled Contingency is anticipated to be used for items such as follows:
 - a. Storage Tank Repairs – It is assumed that any repair work will be conducted under a separate proposal from the initial proposal and will be presented to the Village of Wellington for their review and approval to proceed with the work.
 - b. Additional Sediment Removal and Removal of Solidified Sediment.
11. Please refer to Section 4 for the proposed GMP schedule. The schedule includes the cleaning and inspection of each tank only along with the associated evaluation reports, no additional work or repair work has been accounted for at this time. Should additional work or repair work be required, a contract time extension along with extended general conditions will be submitted to the Village of Wellington for review and approval. Please note that the P6 schedule is referenced in “work days” as the program automatically accounts for weekends and holidays. The contract time is expressed in “calendar days”. 109 calendar days from notice of award to final completion indicated equates to the 76 work days shown in the P6 schedule.

SECTION 7 – EXHIBIT R6 LIST OF EXTENDED WARRANTIES

The Construction Manager's warranty and the warranty of all subcontractors and suppliers will be in accordance with the Construction Manager at Risk Agreement and the Contract Documents. All work shall be warranted for a period of one (1) year from date of final acceptance by the owner or the manufacturer's standard warranty period, whichever is greater.

Extended warranties as required by the contract specifications will be furnished to the owner during the closeout phase and prior to receipt of final payment.

SECTION 8 – EXHIBIT R7 GENERAL CONDITIONS AND GENERAL REQUIREMENTS



Wharton-Smith, Inc.
CONSTRUCTION GROUP

JOB NAME: STORAGE TANK CLEANING & INSPECTION

ESTIMATE #: 0

GENERAL CONDITIONS	DURATION =		0 DIRECT MANHOURS		0		MANWEEKS									
	3	MONTHS, PLANNED	0	0	MEN											
DESCRIPTION	QTY	UNIT	MH/UNIT	BASE RATE	LABOR		EQUIPMENT		MATERIAL		SUBCONTRACTS		\$ TOTALS			
					U/P	TOTAL MH	\$ AMOUNT	HR/UNIT	RATE	\$ AMOUNT	U/P	\$ AMOUNT	\$ AMOUNT	U/P	\$ AMOUNT	\$ TOTALS
W/ 7.5% TAX																
PROJECT MANAGEMENT TEAM																
FIELD STAFF																
SUPERINTENDENT I	13.02	WK	8	\$93.00		\$744.00	104			\$0.00		\$0	\$0		\$0	\$9,686
OFFICE STAFF																
PROJECT MANAGER	13.02	WK	4	\$93.00		\$372.00	52			\$0.00		\$0	\$0		\$0	\$4,843
PROJECT ASSISTANT	13.02	WK	2	\$67.00		\$134.00	26			\$0.00		\$0	\$0		\$0	\$1,745
OTHER STAFF																
SAFETY COORDINATOR	13.02	WK	2	\$95.00		\$190.00	26			\$0.00		\$0	\$0		\$0	\$2,474
RELATED MANAGEMENT COSTS																
SOFTWARE COSTS	1	LS		\$40.00		\$0.00	0			\$0.00		\$0	\$0	\$525	\$525	\$525
TEMP.FACILITIES & UTILITIES																
WATER, MONTHLY	3	MO		\$40.00		\$0.00	0			\$0.00	\$150.00	\$450	\$484		\$0	\$484
CELLULAR TELEPHONE, MONTHLY CHARGES	3	MO		\$40.00		\$0.00	0			\$0.00	\$200.00	\$600	\$645		\$0	\$645
JOB OFFICE SUPPLIES	3	MO		\$40.00		\$0.00	0			\$0.00	\$250.00	\$750	\$806		\$0	\$806
TOOL TRAILERS - 1 REQUIRED	3	MO		\$40.00		\$0.00	0			\$0.00	\$100.00	\$300	\$323		\$0	\$323
TEMPORARY TOILETS - 1 REQUIRED	3	MO		\$40.00		\$0.00	0			\$0.00	\$100.00	\$300	\$323		\$0	\$323
SAFETY & HEALTH & HOUSEKEEPING																
CLEAN-UP AT END OF PROJECT	1	LS	48	\$40.00		\$1,920.00	48			\$0.00		\$0	\$0		\$0	\$1,920
TOTAL GENERAL CONDITIONS						256	\$20,669			\$0		\$2,580		\$525		\$23,774
GENERAL REQUIREMENTS																
PERMITS, FEES, INSURANCE, LEGAL, ETC.																
BUILDER'S RISK INSURANCE-COASTAL COUNTY	3	MO		\$40.00		\$0.00	0			\$0.00		\$0	\$0	\$50.00	\$150	\$150
PROJECT DOCUMENTATION AND SERVICES																
PRE-CONSTRUCTION AUDIO-VIDEO DOCUMENTATION	1	LS		\$40.00		\$0.00	0			\$0.00		\$0	\$0	\$2,100.00	\$2,100	\$2,100
PLANS & SPECIFICATIONS REPRODUCTION COSTS	1	LS		\$40.00		\$0.00	0			\$0.00	\$500.00	\$500	\$538		\$0	\$538
TOTAL GENERAL REQUIREMENTS						0	\$0			\$0		\$538		\$2,250		\$2,788

SECTION 9 – EXHIBIT R8 SUBMITTAL SCHEDULE



Submittal Log: Wellington GST Cleaning & Inspection Services					
Package	Submittal	Rev.	Title	Status	Comments
Div. 01	01025-001		Schedule of Values	UNS	
	01720-001		Preconstruction Video	UNS	
Div. 13	13200-001		Disinfection Plan	UNS	
	13200-002		Bacteriological Test Reports (By Owner)	UNS	
	13200-003		Tank 1 Inspection Report	UNS	
	13200-004		Tank 2 Inspection Report	UNS	
	13200-005		Tank 3 Inspection Report	UNS	
	13200-006		Tank 4 Inspection Report	UNS	
	13200-007		Booster Tank 1 Inspection Report	UNS	
	13200-008		Booster Tank 2 Inspection Report	UNS	