

## GUARANTEED MAXIMUM PRICE AMENDMENT

**EXHIBIT "R" TO CONSTRUCTION MANAGEMENT AGREEMENT DATED DECEMBER 21, 2021**

**BETWEEN**

**VILLAGE OF WELLINGTON AND WHARTON-SMITH, INC. ("CONSTRUCTION MANAGER") FOR  
THE WRF DRYER PLATFORM ("PROJECT") MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.**

### 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 thousand dollars **(\$200,000.00)** 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 **Thirty-One Thousand Four dollars and Sixty-Eight cents (\$31,004.68)** 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 Sixty-Two Thousand Eight Hundred Ninety-six dollars and Three cents **(\$62,896.03)** 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 **156** calendar days from the Date of Commencement. Construction Manager shall reach Final Completion no later than **44** days from the delivery of the Punch List as outlined in Paragraph 14.04(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 **one hundred dollars (\$100.00)** for each calendar day of unexcused delay for failure to achieve 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 **one hundred dollars (\$100.00)** as liquidated damages 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:**

VILLAGE OF WELLINGTON

By \_\_\_\_\_

Anne Gerwig, Mayor

**CONSTRUCTION MANAGER:**

WHARTON-SMITH, INC.

By \_\_\_\_\_

Printed Name/Title\_\_\_\_\_

Attest: \_\_\_\_\_

Chevelle Addie, Wellington's Clerk

Attest: \_\_\_\_\_

Printed Name

(SEAL)

(CORPORATE SEAL)

Address for giving notices

**12300 Forest Hill Boulevard**

**Wellington, Florida 33414**

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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Laurie Cohen, Attorney for Wellington

Address for giving notices

**125 W. Indiantown Road, Suite 201**

**Jupiter, FL 33458**

License No. CGC1511243

Agent for service of process:

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(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

<b>Document Number</b>	G94383
<b>FEI/EIN Number</b>	59-2392802
<b>Date Filed</b>	04/03/1984
<b>Effective Date</b>	04/02/1984
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	07/06/2020
<b>Event Effective Date</b>	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
2021	01/06/2021
2021	07/06/2021
2022	01/04/2022

#### Document Images

<a href="#">01/04/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/06/2021 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/06/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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# WRF Dryer Platform Village of Wellington



## GMP Proposal

**January 10, 2022**

Presented by Wharton-Smith (CMAR)



**Wharton-Smith Contact:**  
Greg Williams – Director of Operations  
[gwilliams@whartonsmith.com](mailto:gwilliams@whartonsmith.com)

**Engineer: Hazen**

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## 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

January 10, 2022

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

Re: WRF Dryer Platform – GMP (Final)

Dear Ms. LaRocque:

Wharton-Smith is pleased to submit the Guaranteed Maximum Price (GMP) proposal for the WRF Dryer Platform. A comprehensive breakdown of material, equipment, subcontractor, and labor is provided in the supporting documentation following this letter. The GMP for this work is valued at **\$200,000.00**.

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. \$100 per calendar day for Substantial Completion.
    - ii. \$100 per calendar day for Final Completion.
  - b. The GMP includes an Owner Controlled Contingency of \$62,896.03.
  - c. Project shall reach Substantial Completion no later than 156 calendar days from the Notice to Proceed.
  - d. The following is a list of the bid packages and the recommended low responsive bidder. Please refer to Section 3 for the detailed bid evaluation.
    - i. Dryer Platform Material Only – T3 Custom Fabrication
  - e. There are no proposed Owner Direct Purchases for this project.
  - f. The proposed GMP for WRF Dryer Platform is valued at \$200,000.00. Please 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 Hazen Dryer Catwalk Conceptual Sketches Figures 1 through 4 provided to WSI via email on 10/1/21.
3. We have included an Owner Controlled Contingency of \$62,896.03. 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. Permits - \$10,000
  - b. Miscellaneous Work - \$10,000
5. Proposal includes signed and sealed drawings and calculations.

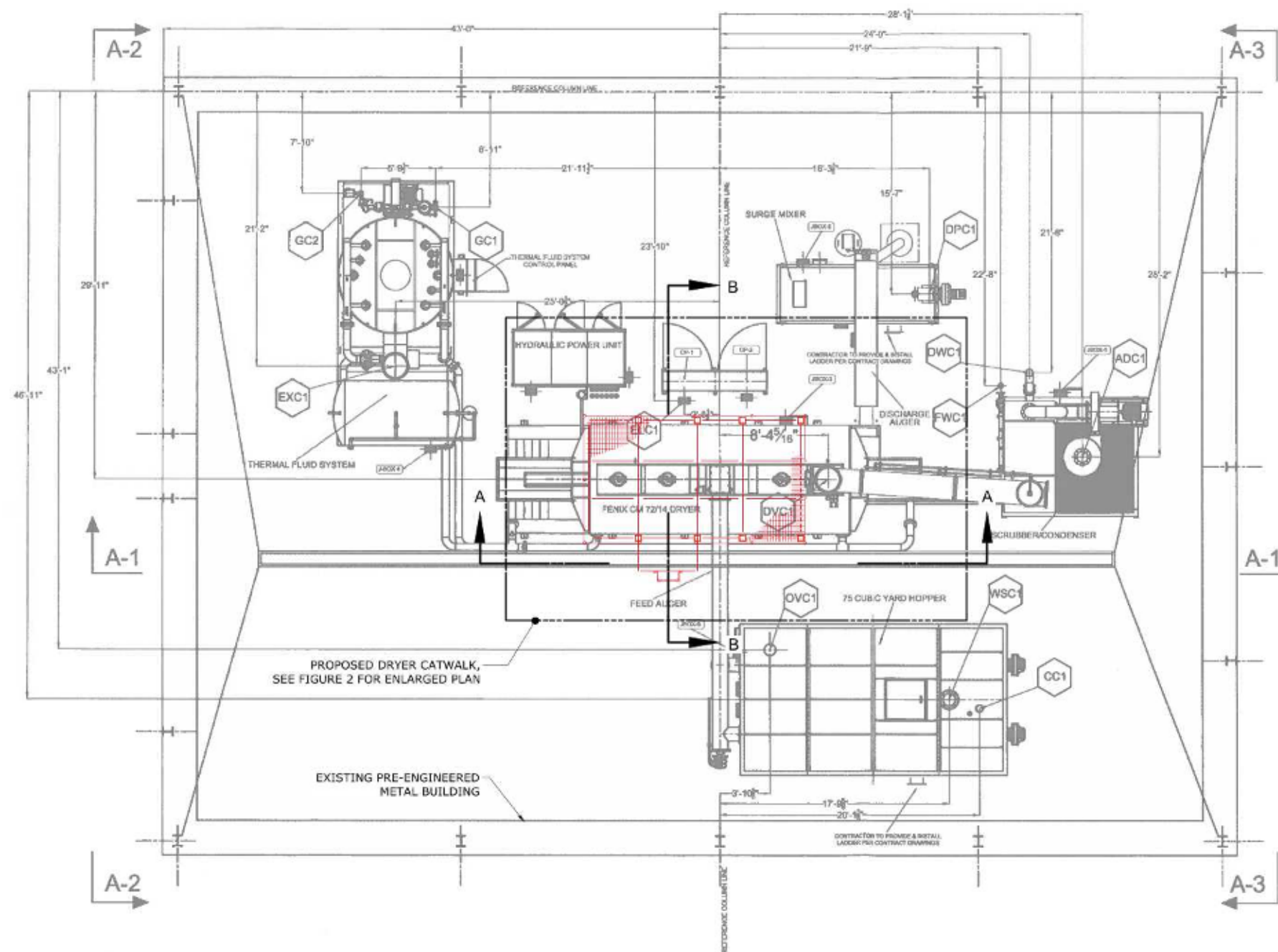
6. We have included a performance and payment bond and insurances.
7. Costs associated with Davis-Bacon Wages & AIS Requirements have not been included at this time.
8. It is assumed that the Village of Wellington will provide power for use during construction at no cost.
9. Material will be released for fabrication upon shop drawing approval.
10. Please refer to Section 4 for the proposed GMP schedule. 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". The 156 indicated equates to the 145 work days shown in the P6 schedule.

Thank you again for this opportunity to serve the Village of Wellington. As always, I am available to discuss at your earliest convenience.

Respectfully,

Greg Williams  
Director of Operations  
Wharton-Smith, Inc.

## **SECTION 2 – EXHIBIT R1 DRAWINGS, PLANS AND SPECIFICATIONS**



PLAN  
3/16" = 1'-0"

NOTES:

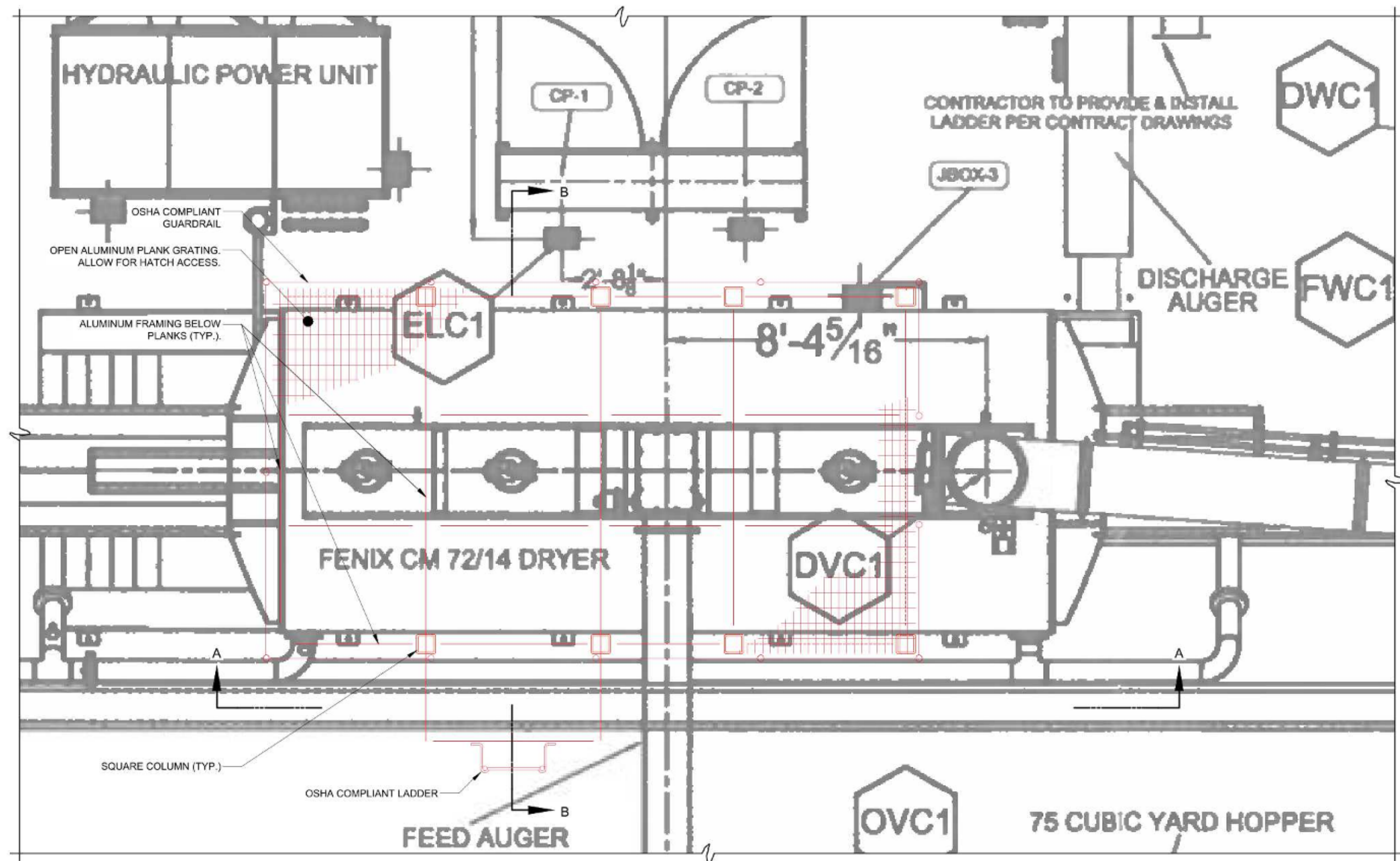
1. THE DRYER DRAWINGS SHOWN HAVE BEEN REFERENCED FROM THE OPERATION AND MAINTENANCE MANUAL BY FENTON ENVIRONMENTAL TECHNOLOGIES INC., DATED AS INDICATED ON THIS SHEET.
2. ALL MATERIAL SHALL BE 6061-T5 ALUMINUM, WITH THE FOLLOWING EXCEPTIONS: GRATING SHALL BE 5063-T6 ALUMINUM. ALL BOLTS, NUTS, WASHERS, AND CONNECTION HARDWARE SHALL BE T316 STAINLESS STEEL.

3/16"=1'-0"



FIGURE 1  
DRYER CATWALK  
CONCEPTUAL SKETCHES  
FLOOR PLAN  
Village of Wellington  
Wastewater Treatment Facility



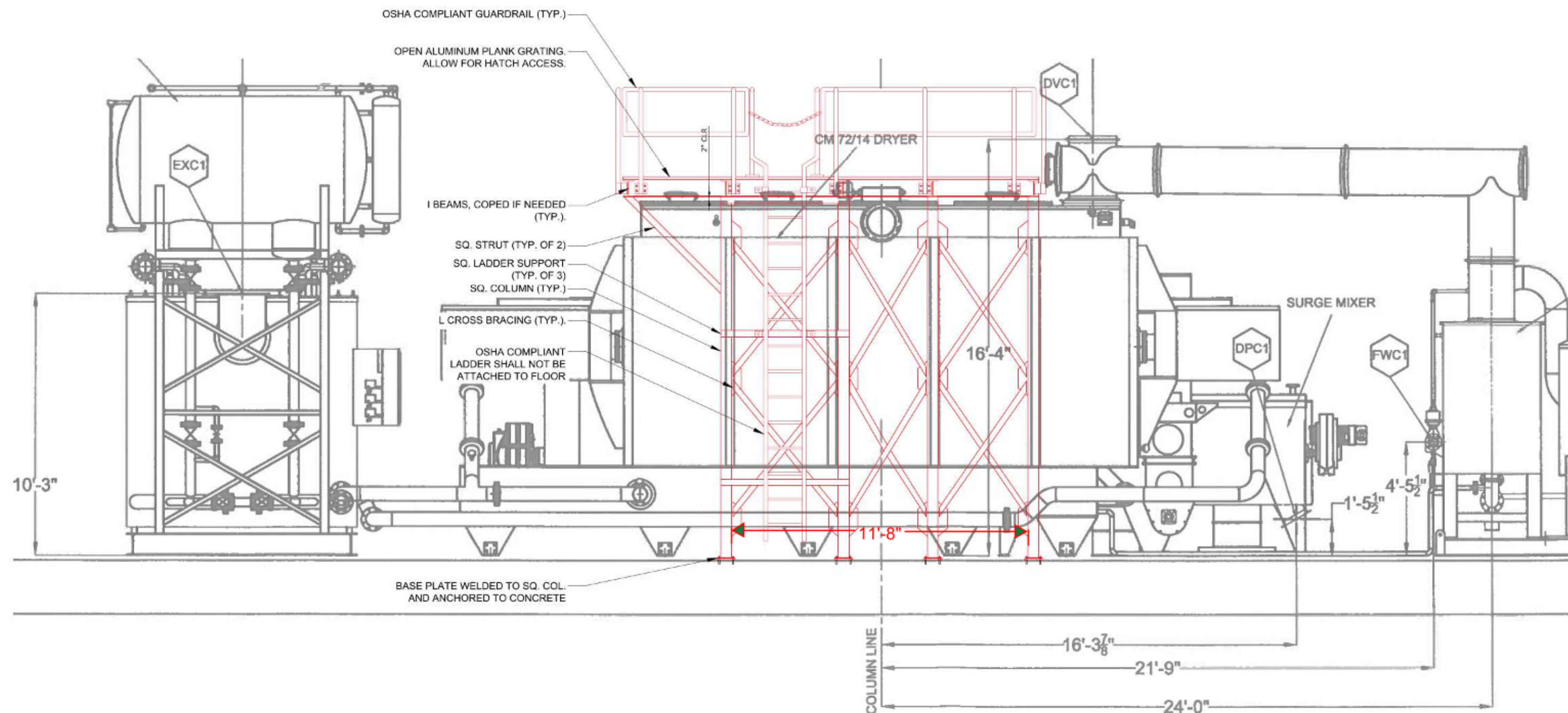


ENLARGED PLAN  
3/4" = 1'-0"

3/4" = 1'-0"



FIGURE 2  
 DRYER CATWALK  
 CONCEPTUAL SKETCHES  
 ENLARGE PLAN  
 Village of Wellington  
 Wastewater Treatment Facility



SECTION A-A  
1/2" = 1'-0" FIGURE 2

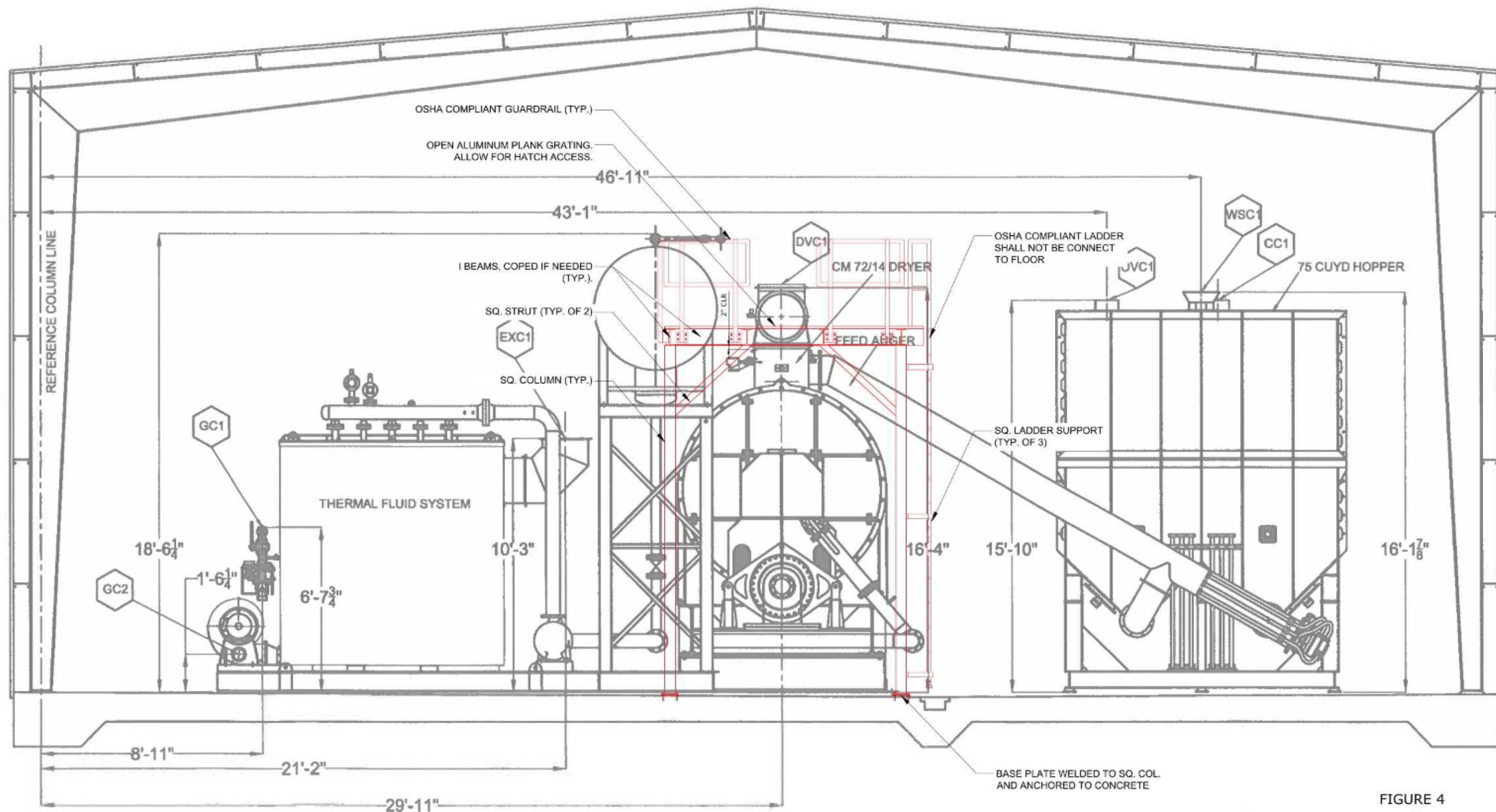
1/2" = 1'-0"



FIGURE 3

DRYER CATWALK  
CONCEPTUAL SKETCHES  
SECTION A-A  
Village of Wellington  
Wastewater Treatment Facility





SECTION B-B  
1/2" = 1'-0"

1/2" = 1'-0"



FIGURE 4  
DRYER CATWALK  
CONCEPTUAL SKETCHES  
SECTION B-B  
Village of Wellington  
Wastewater Treatment Facility

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## **SECTION 3 – EXHIBIT R2 SCHEDULE OF VALUES**



**COST SUMMARY**

Direct Costs	LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
<b>Total Direct Costs</b>	\$ 16,000.00	\$ 5,000.00	\$ 46,707.00	\$ 3,615.00	\$ 71,322.00
<b>Sales Tax on Purchase Orders</b>				\$ 3,035.96	\$ 3,035.96
<b>Total GC's</b>	\$ 27,259.05	\$ 950.00	\$ 2,795.63	\$ -	\$ 31,004.68
<b>Fee</b>				\$ 9,482.64	\$ 9,482.64
<b>Total for Direct Costs</b>	\$ 43,259.05	\$ 5,950.00	\$ 49,502.63	\$ 16,133.60	\$ 114,845.28
<b>Contingency and Allowances</b>	LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
<b>Owner Controlled Contingency</b>				\$ 62,896.03	\$ 62,896.03
<b>Dedicated Allowances</b>				\$ 20,000.00	\$ 20,000.00
<b>Total for Contingency and Allowances</b>	\$ -	\$ -	\$ -	\$ 82,896.03	\$ 82,896.03
<b>Bond and Insurance</b>	LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
<b>Bond</b>				\$ 1,250.23	\$ 1,250.23
<b>Insurance</b>				\$ 1,008.46	\$ 1,008.46
<b>Total for Bond and Insurance</b>	\$ -	\$ -	\$ -	\$ 2,258.69	\$ 2,258.69
<b>GMP TOTALS</b>	\$43,259.05	\$5,950.00	\$49,502.63	\$101,288.32	\$200,000.00



COST OF WORK

DESCRIPTION	QTY	UOM	LABOR	EQUIPMENT	MATERIALS	SUBS	\$ TOTALS	COMMENTS
			\$ AMOUNT	\$ AMOUNT	\$ AMOUNT	\$ AMOUNT		
PURCHASE ORDERS							\$ 71,322.00	
PIPE SUPPORTS	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	
EQUIPMENT, PIPING, & MATERIALS	1	LS	\$ 16,000.00	\$ 5,000.00	\$ 46,707.00	\$ 3,615.00	\$ 71,322.00	
MISSING MISC. MATERIALS	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	
SUBCONTRACTS							\$ -	
WELDER	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	
ALLOWANCES							\$ 20,000.00	
ALLOWANCE FOR BUILDING PERMITS	1	LS	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	
ALLOWANCE FOR MISC WORK	1	LS	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	
TOTAL DIRECT COST			\$ 16,000.00	\$ 5,000.00	\$ 46,707.00	\$ 23,615.00	\$ 91,322.00	



January 10, 2022  
11:22 AM

Page 21  
1/10/2022  
11:23 AM

Subcontractor Bid  
Evaluation and  
Comparison  
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Metal Fabricator

WRF Dryer Platform

Village of Wellington

Wednesday, December 1, 2021

Scope Item Description	T3 Custom Fabrication, Inc.		B&K Installations, Inc.					
	Beau Turner		Joe Berzowski					
	352-742-2060		305-245-6968					
Base Bid Before Alternates	\$	50,322.00	\$	60,540.00				
Dryer Platform Fabrication	\$	50,322.00	\$	60,540.00				
Alternates								
N/A								
Bid Document Requirements								
Bid Form		Complete		Complete				
Clarifications / Exceptions		Noted in Proposal		None				
Acknowledged Addenda		N/A		N/A				
Additional Notes								
Payment & Performance Bond Rate		N/A		N/A				
Submittal Package Lead Time		14 Days		14 Days				
Material Delivery		98 Days		84 Days				
SUBTOTAL:	\$	50,322	\$	60,540	\$	-	\$	-
Bond:	0.00%	Excluded	0.00%	Excluded	0.00%	\$	-	0.00%
Adjustment:		None		None				
Total Adjusted Scope:	\$	50,322.00	\$	60,540.00	\$	-	\$	-
Recommendation: T3 Custom Fabrication	\$	50,322.00	\$	60,540.00	\$	-		

Recommend award to T3 Custom Fabrication, Inc. as the lowest responsive bidder.  
Updated price is good for 60 days.

# T3 CUSTOM FABRICATION, INC.

P.O. Box 1687 Sorrento, FL 32776

Estimating (352) 409-7432

Main Office (352) 742-2060

## Quote #21-282 R2

Date: 11/29/21

To: General Contractors

Attn: Project Estimators

JOB NAME: WRF Dryer Catwalk

LOCATION: Wellington, FL

PLANS: Yes

SPECIFICATIONS:

ADDENDUM(S) REVIEWED:

### SCOPE OF WORK

- 1) Aluminum platform approximately 18'-0 x 10'-0 with aluminum plank grating, support columns, cross-bracing, aluminum beams and channel framing, clips, and hardware
- 2) Aluminum ladder to platform
- 3) Aluminum anodized 2-line mechanical railing at platform

Total of above \$46,707.00 plus tax

### Notes:

- 1) If signed/sealed drawings and calculations are required ADD .....\$3,615.00

**Due to volatile market conditions, all quoted prices are subject to revision at time of order placement**

### **Delivery: Number of Shipments in Above Price (1)**

(If, at the request of the buyer, additional deliveries are required, the additional cost and change order will be received prior to shipment)

### Exclusions:

- Addendum(s) unavailable for review (see addendum(s) reviewed above)
- Erection of furnished materials (unless specifically included)
- Field measurements
- Testing and inspection costs
- Bond premium (unless specifically included)
- Responsibility of design and code requirements where specific sizes appear on drawings
- Signed and sealed shop drawings by a Florida registered engineer, unless specifically included in scope above
- Engineering calculations are specifically excluded but, if required, will be added to the price quoted above on a cost-plus basis



Quote Number: 10370

QUOTE

Page: 1 of 2

Quote To:

Wharton-Smith, Inc.  
PO Box 471028  
Lake Monroe  
Seminole FL 32747  
United States

Phone: 407-321-8410

Fax:

**Date:** 11/29/2021

**Expires:** 12/13/2021

**Reference:**

**Sales Person:** Joe Berzowski

**Fax:** 305-245-8119

jberzowski@bkinstall.com

FOB HOMESTEAD

PRICE SUBJECT TO CHANGE BASED ON CURRENT MATERIAL PRICE AT TIME OF ORDER

USD

Line	Part	Description	Rev	Drawing	Expected Qty	Unit Price	Ext. Price
1	ALUMINUM CATWALK		47500		1.00 EA	60,540.00	60,540.00
		AS PER CUSTOMER					

- QUANTITY BREAKS -

Quantity	Unit Price
1.00 EA	60,540.00 /1

Lines Total	60,540.00
Total Taxes	0.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	0.00
<b>Quote Total</b>	<b>60,540.00</b>



## SECTION 4 – EXHIBIT R3 CONSTRUCTION SCHEDULE

Activity ID	Activity Name	Original Duration	Actual Duration	Remaining Duration	Duration % Complete	Start	Finish	Total Float	2021		2022								
									Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
WRF Dryer Platform		145	0	145	0%	14-Dec-21	08-Jul-22	0	08-Jul-22, WRF Dryer Platform										
A1000	Notice of Award	0	0	0	0%	14-Dec-21		0	◆ Notice of Award										
A1010	Submit Shop Drawing	21	0	21	0%	14-Dec-21	03-Jan-22	0	■ Submit Shop Drawing										
A1040	Notice to Proceed	0	0	0	0%	21-Dec-21		126	◆ Notice to Proceed										
A1020	Review and Approve Shop Drawing	14	0	14	0%	04-Jan-22	17-Jan-22	0	■ Review and Approve Shop Drawing										
A1030	Fabricate and Deliver Platform	98	0	98	0%	18-Jan-22	25-Apr-22	0	■ Fabricate and Deliver Platform										
A1050	Layout Platform	2	0	2	0%	25-Apr-22	27-Apr-22	0	■ Layout Platform										
A1060	Set Aluminum Columns	5	0	5	0%	27-Apr-22	04-May-22	0	■ Set Aluminum Columns										
A1070	Install Bracing	2	0	2	0%	04-May-22	06-May-22	0	■ Install Bracing										
A1080	Install Platform	5	0	5	0%	06-May-22	13-May-22	0	■ Install Platform										
A1090	Install Ladder	3	0	3	0%	13-May-22	18-May-22	0	■ Install Ladder										
A1100	Install Railing	5	0	5	0%	18-May-22	25-May-22	0	■ Install Railing										
A1110	Substantial Completion	0	0	0	0%		25-May-22	0	◆ Substantial Completion										
A1120	Punchlist	30	0	30	0%	25-May-22	08-Jul-22	0	■ Punchlist										
A1130	Final Completion	0	0	0	0%		08-Jul-22	0	◆ Final Completion										

- Actual Work
- Remaining Work
- Critical Remaining Work
- ◆

 Milestone
- Summary

Wellington WRF Dryer Platform

Owner: Village of Wellington

Contractor: Wharton-Smith Construction Group

Data Date: 14-Dec-21

Finish Date: 08-Jul-22

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. Permits - \$10,000
2. Miscellaneous Work - \$10,000

The GMP includes the following Contingencies. 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. Owner Controlled Contingency - \$62,896.03

## SECTION 6 – EXHIBIT R5 ASSUMPTIONS AND CLARIFICATIONS

Please note the following assumptions and clarifications regarding this proposal:

1. The work is in accordance with Hazen Dryer Catwalk Conceptual Sketches Figures 1 through 4 provided to WSI via email on 10/1/21.
2. We have included an Owner Controlled Contingency of \$62,896.03. 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. Permits - \$10,000
  - b. Miscellaneous Work - \$10,000
4. Proposal includes signed and sealed drawings and calculations.
5. We have included a performance and payment bond and insurances.
6. Costs associated with Davis-Bacon Wages & AIS Requirements have not been included at this time.
7. It is assumed that the Village of Wellington will provide power for use during construction at no cost.
8. Material will be released for fabrication upon shop drawing approval.
9. Please refer to Section 4 for the proposed GMP schedule. 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". The 156 indicated equates to the 145 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:	Wellington WRF Dryer Platform																	January 10, 2022
ESTIMATE #:	0																	11:22 AM

GENERAL CONDITIONS			400 DIRECT MANHOURS				10	MANWEEKS									
	DURATION =		1	MONTHS, PLANNED			2	MEN									
DESCRIPTION	QTY	UNIT	MH/ UNIT	BASE RATE	LABOR			HR/UNIT	EQUIPMENT		MATERIAL			SUBCONTRACTS		\$ TOTALS	REMARKS
					U/P	TOTAL MH	\$ AMOUNT		RATE	\$ AMOUNT	U/P	\$ AMOUNT	\$ AMOUNT	U/P	\$ AMOUNT		SUB NAME
PROJECT MANAGEMENT TEAM	W/ 6.5% TAX																
FIELD STAFF																	
SUPERINTENDENT I	4.34	WK	40	\$93.00	\$3,720.00	173.60	\$16,144.80			\$0.00		\$0	\$0		\$0	\$16,144.80	
OFFICE STAFF																	
ASSISTANT PROJECT MANAGER	4.34	WK	10	\$75.00	\$750.00	43.40	\$3,255.00			\$0.00		\$0	\$0		\$0	\$3,255.00	
PROJECT ENGINEER	4.34	WK	20	\$60.00	\$1,200.00	86.80	\$5,208.00			\$0.00		\$0	\$0		\$0	\$5,208.00	
OTHER STAFF																	
SAFETY COORDINATOR	4.34	WK	4	\$80.00	\$320.00	17.36	\$1,388.80			\$0.00		\$0	\$0		\$0	\$1,388.80	
RELATED MANAGEMENT COSTS																	
HOLIDAY & VACATION PAY	1.00	LS		\$40.00	\$0.00	0	\$373.33			\$0.00		\$0	\$0		\$0	\$373.33	
TEMP.FACILITIES & UTILITIES																	
CONSTRUCTION EQUIPMENT & TOOLS																	
SMALL TOOLS AND SUPPLIES	1.00	LS		\$40.00	\$0.00	0	\$0.00			\$0.00	\$700.00	\$700.00	\$745.50		\$0	\$745.50	
SUPT PICKUP TRUCK w/ FUEL, OIL, GREASE	1.00	MO		\$40.00	\$0.00	0	\$0.00	1	\$850	\$850.00	\$600.00	\$600.00	\$639.00		\$0	\$1,489.00	
APM & FOREMAN VEHICLE ALLOWANCE	0.25	MO		\$40.00	\$0.00	0	\$0.00	1	\$400	\$100.00	\$300.00	\$75.00	\$79.88		\$0	\$179.88	
SAFETY & HEALTH & HOUSEKEEPING																	
SAFETY MEETINGS	4.34	WK	0.2	\$40.00	\$8.00	0.87	\$34.72			\$0.00		\$0.00	\$0.00		\$0	\$34.72	
CLEAN-UP AT END OF PROJECT	1.00	LS	4	\$40.00	\$160.00	4.00	\$160.00			\$0.00		\$0.00	\$0.00		\$0	\$160.00	
CLEAN-UP THROUGHOUT DURATION OF PROJECT	4.34	WK	4	\$40.00	\$160.00	17.36	\$694.40			\$0.00		\$0.00	\$0.00		\$0	\$694.40	
DUMPSTERS	1.00	MO		\$40.00	\$0.00	0	\$0.00			\$0.00	\$1,250.00	\$1,250.00	\$1,331.25		\$0	\$1,331.25	
TOTAL GENERAL CONDITIONS						343.39	\$27,259.05			\$950.00		\$2,795.63		\$0	\$31,004.68	\$31,004.68	
GENERAL REQUIREMENTS																	
PERMITS, FEES, INSURANCE, LEGAL, ETC.																	
BUILDER'S RISK INSURANCE-COASTAL COUNTY	1	MO		\$40.00	\$0.00	0	\$0			\$0.00		\$0	\$0		\$0	\$0	
PROJECT DOCUMENTATION AND SERVICES																	
PROJECT START-UP & CLOSEOUT																	
MISCELLANEOUS REQUIREMENTS																	
TOTAL GENERAL REQUIREMENTS						0	\$0			\$0		\$0		\$0	\$0.00	\$0	

## SECTION 9 – EXHIBIT R8 SUBMITTAL SCHEDULE





Submittal Log: Wellington WRF Dryer Platform					
Package	Submittal	Rev.	Title	Status	Comments
Div. 01			Schedule of Values	UNS	
			Preconstruction Video	UNS	
			Construction Schedule		
Div. 05			Platform Shop Drawing	UNS	