

GUARANTEED MAXIMUM PRICE AMENDMENT

**EXHIBIT "R" TO CONSTRUCTION MANAGEMENT AGREEMENT DATED FEBRUARY 15, 2022
BETWEEN VILLAGE OF WELLINGTON AND WHARTON-SMITH, INC. ("CONSTRUCTION
MANAGER") FOR THE BOOSTER STATIONS AND HIGH SERVICE PUMP IMPROVEMENTS
("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 Eight Hundred Seven Thousand One Hundred Fifteen Dollars and Eighteen Cents (\$807,115.18) 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 One Hundred Eighty-Nine Thousand Nineteen Dollars (\$189,019) 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 Forty-Five Thousand Dollars (\$45,000.00) to 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 **243** calendar days from the Date of Commencement. Construction Manager shall reach Final Completion no later than **30** 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 **Five Hundred Dollars (\$500.00)** 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 **Two Hundred Fifty Dollars (\$250.00)** 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.

[SIGNATURES ON FOLLOWING PAGE]

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

Attest: _____

Chevelle Addie, Wellington's Clerk

(SEAL)

Address for giving notices

12300 Forest Hill Boulevard

Wellington, Florida 33414

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Laurie Cohen, Attorney for Wellington

CONSTRUCTION MANAGER:

WHARTON-SMITH, INC.

By _____

Printed Name/Title_____

Attest: _____

Printed Name_____

(CORPORATE SEAL)

Address for giving notices

125 W. Indiantown Road, Suite 201

Jupiter, FL 33458

License No. CGC1511243

Agent for service of process:

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

Booster Station and High Service Pumping Improvement Program

Booster Station Improvements – Phase I

Village of Wellington



GMP Proposal

August 1, 2022

Presented by Wharton-Smith (CMAR)



Wharton-Smith Contact:
Greg Williams – Director of Operations
gwilliams@whartonsmith.com

Engineer: Kimley Horn

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SECTION 9 – EXHIBIT R8 SUBMITTAL SCHEDULE

SECTION 1 – EXECUTIVE SUMMARY

August 1, 2022

Mrs. Anjuli Panse, PE
Assistant Utility Director
Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414

Re: Booster Station Improvements Phase I – GMP

Dear Mrs. Panse:

Wharton-Smith is pleased to submit the Guaranteed Maximum Price (GMP) proposal for the Booster Station Improvements Phase I Project. 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 **\$807,115.18**.

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 \$45,000
 - c. Project shall reach Substantial Completion no later than 243 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. Coatings – Prime Technical Coatings
 - ii. Master Plant Contractor – Wharton Smith
 - iii. Concrete Tank Repairs – CROM
 - iv. Electrical – Loveland Electric
 - e. There are no proposed Owner Direct Purchases for this project.
 - f. The proposed GMP for the Booster Station Improvements Phase I Project is valued at \$807,115.18. 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 Kimley Horn drawings "Booster Station Improvements – Phase I" dated April 2022.
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. High Service Pumps 11, 12, & 16 - \$188,255.12
 - b. Stucco - \$10,000.00

4. We have included a performance and payment bond and insurances.
5. Costs associated with Davis-Bacon Wages & AIS Requirements have not been included.
6. It is assumed that the Village of Wellington will provide power for use during construction at no cost.
7. We have excluded the following items at this time:
 - a. VFD for HS Pump 16
 - b. FRP Doors
 - c. Exhaust Fan Replacement
 - d. Ground Storage Tank 3 (Onsite) Manhole Replacement
8. Please note that Prime Tech's proposal does not conform with the specifications. Their proposed material was previously approved by the Village of Wellington and Kimley Horn to be used at the Water Treatment Plant.
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 243 calendar days indicated equates to the 191 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,

Eliana Corie
Assistant Project Manager
Wharton-Smith, Inc.

SECTION 2 – EXHIBIT R1 DRAWINGS, PLANS AND SPECIFICATIONS

BOOSTER STATION AND HIGH SERVICE PUMPING IMPROVEMENT PROGRAM BOOSTER STATION IMPROVEMENTS - PHASE 1

PREPARED FOR
VILLAGE OF WELLINGTON
APRIL 2022



DRAWING SET

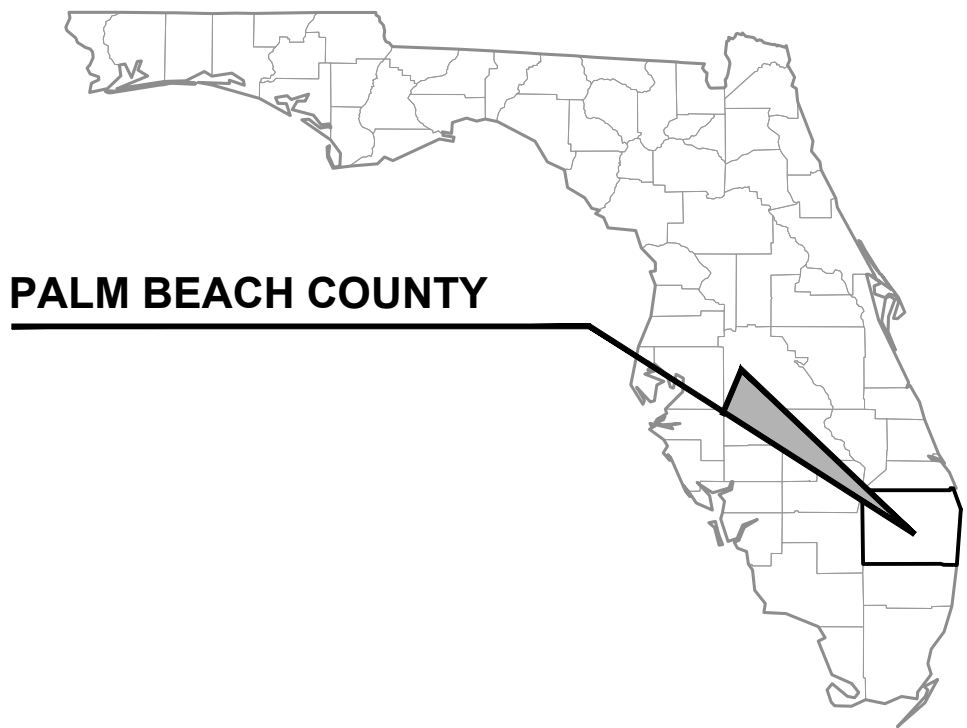
VILLAGE COUNCIL

MAYOR
VICE MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN

VILLAGE MANAGER
ASSISTANT VILLAGE MANAGER
DEPUTY VILLAGE MANAGER
UTILITY DIRECTOR

ANNE GERWIG
JOHN T McGOVERN
TANYA SISKIND
MICHAEL DRAHOS
MICHAEL J. NAPOLEONE

JIM BARNES
ED DE LA VEGA
TANYA W. QUICKEL
SHANNON LAROCQUE, P.E.



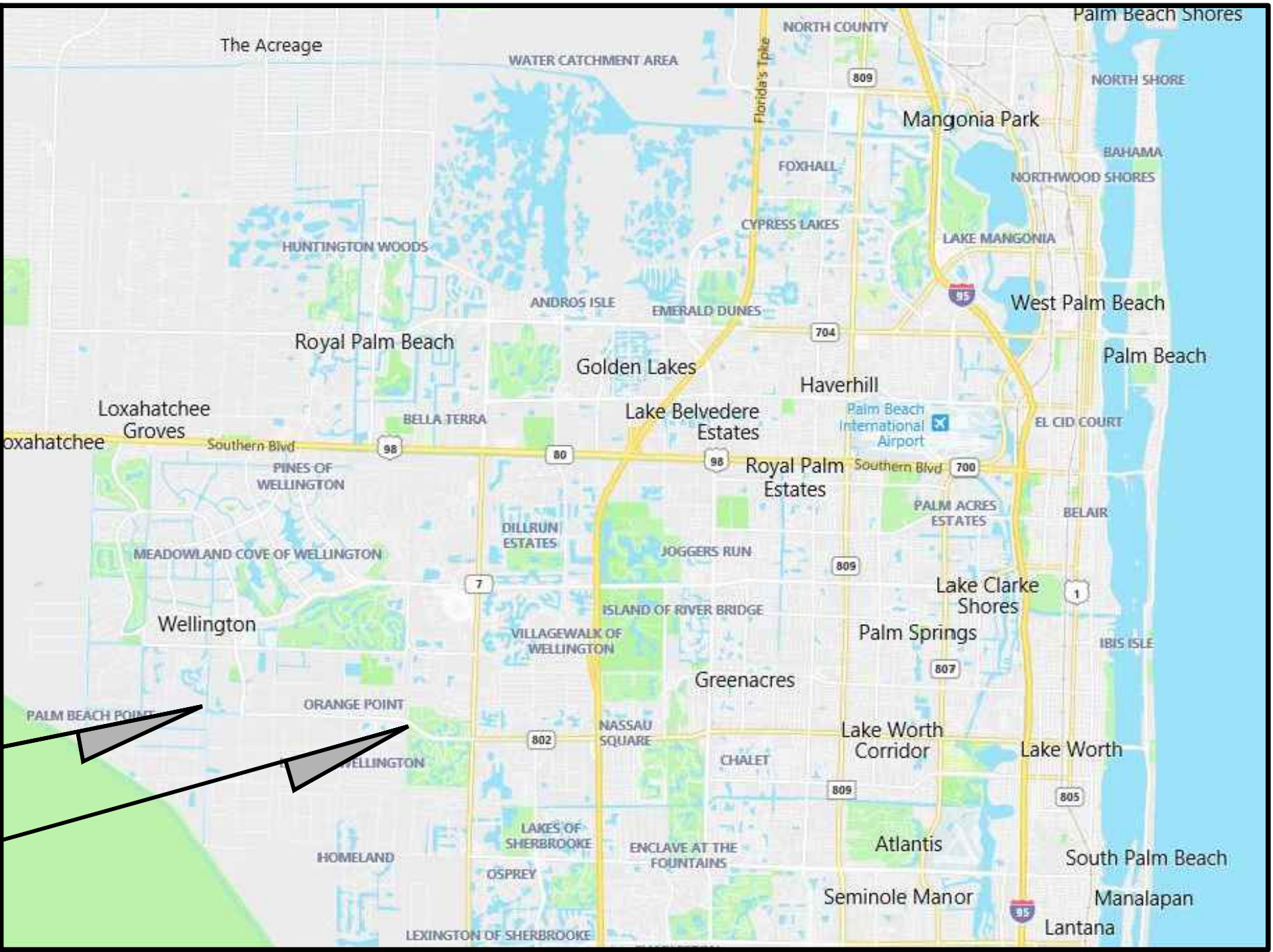
PALM BEACH COUNTY

VICINITY MAP
N.T.S.

PROJECT LOCATIONS

BOOSTER STATION #1 (BSP1)
2901 OUTSLEY FARMS ROAD
WELLINGTON, FL 33414

BOOSTER STATION #2 (BSP2)
11011 LAKE WORTH ROAD
WELLINGTON, FL 33414



LOCATION MAP
N.T.S.

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	LOCATION MAP & GENERAL NOTES
3	BPS1 SITE PLAN & DRAINAGE IMPROVEMENTS
4	BPS1 PHOTO DETAILS (SHEET 1 OF 2)
5	BPS1 PHOTO DETAILS (SHEET 2 OF 2)
6	BSP1 CONSTRUCTION DETAILS
7	BSP1 CONSTRUCTION DETAILS CONT.
8	BPS2 SITE PLAN IMPROVEMENTS
9	BPS2 PHOTO DETAILS (SHEET 1 OF 2)
10	BPS2 PHOTO DETAILS (SHEET 2 OF 2)

PRELIMINARY

NOT FOR CONSTRUCTION

No.	REVISIONS	DATE	BY

Kimley»Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411
PHONE: 561-845-0665 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 696

KHA PROJECT
144957061
DATE
APR. 2022
SCALE AS SHOWN
DESIGNED BY NBB
DRAWN BY MM
CHECKED BY MDM

BOOSTER STATION
IMPROVEMENTS - PHASE 1
PREPARED FOR
VILLAGE OF WELLINGTON
PALM BEACH COUNTY

LICENSED PROFESSIONAL
NICK P. O. BLACK
FL LICENSE NUMBER
84908
DATE: _____

COVER SHEET

SHEET NUMBER
1
1 OF 10



Preliminary Technical Specifications

BOOSTER PUMP STATION 1 & 2 IMPROVEMENTS

Prepared For:
Village of Wellington

Prepared By:
Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Suite 200
West Palm Beach FL 33411
Ca 00000696

April 2022
PROJECT NO. 144957061

Kimley»»Horn

SECTION 01000

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<u>Division</u>	<u>Section</u>	<u>Title</u>
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	01720	Project Record Drawings
	01730	Operation and Maintenance Manuals
2		SITE WORK
	02016	Existing Utilities and Underground Structures
	02065	Demolition
	02200	Earthwork, Excavation and Backfill
	02485	Grassing
	02607	Inlets, Manholes, and Drainage Pipe
3		CONCRETE – NOT USED
4		MASONRY – NOT USED
5		METALS
	05500	Miscellaneous Metals
6		WOOD AND PLASTICS – NOT USED
7		THERMAL AND MOISTURE PROTECTION
	07920	Joint Sealants
8		DOORS AND WINDOWS
	08220	FRP Doors and Frames
9		FINISHES
	09220	Stucco
	09900	Painting
10		SPECIALTIES – NOT USED
11		EQUIPMENT – NOT USED
12		FURNISHINGS – NOT USED
13		SPECIAL CONSTRUCTION – NOT USED
14		CONVEYING SYSTEMS – NOT USED
15		MECHANICAL
	15865	Wall and Roof Exhausters
16		ELECTRICAL – NOT USED

APPENDIX A – CROM PROPOSAL FOR GROUND STORAGE TANK COATING REPAIR

SECTION 3 – EXHIBIT R2 SCHEDULE OF VALUES



VILLAGE OF WELLINGTON - BOOSTER STATION IMPROVEMENTS

GMP
8/1/2022

COST SUMMARY

Direct Costs	LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Total Direct Costs	\$ -	\$ -	\$ -	\$ 317,080.00	\$ 317,080.00
Total GC's	\$ 147,152.00	\$ -	\$ 30,067.00	\$ 11,800.00	\$ 189,019.00
Fee				\$ 45,548.91	\$ 45,548.91
Total for Direct Costs	\$ 147,152.00	\$ -	\$ 30,067.00	\$ 374,428.91	\$ 551,647.91
Contingency and Allowances	LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Owner Controlled Contingency				\$ 45,000.00	\$ 45,000.00
Dedicated Allowances (see next sheet)				\$ 198,255.12	\$ 198,255.12
Total for Contingencies and Allowances	\$ -	\$ -	\$ -	\$ 243,255.12	\$ 243,255.12
Bond and Insurance	LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Bond				\$ 7,436.87	\$ 7,436.87
Insurance				\$ 4,775.28	\$ 4,775.28
Total for Bond and Insurances	\$ -	\$ -	\$ -	\$ 12,212.15	\$ 12,212.15
GMP TOTALS	\$ 147,152.00	\$ -	\$ 30,067.00	\$ 629,896.18	\$ 807,115.18



VILLAGE OF WELLINGTON - BOOSTER STATION IMPROVEMENTS

GMP

8/1/22

			COST OF WORK					
DESCRIPTION	QTY	UOM	LABOR	EQUIPMENT	MATERIALS	SUBS	\$ TOTALS	COMMENTS
			\$ AMOUNT	\$ AMOUNT	\$ AMOUNT	\$ AMOUNT		
DIRECT COSTS							\$ 317,080.00	
PLANT PAINTING SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 152,100.00	\$ 152,100.00	Prime Tech Coatings
MASTER PLANT CONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 35,780.00	\$ 35,780.00	Wharton-Smith
CONCRETE TANK REPAIRS SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 70,200.00	\$ 70,200.00	CROM
ELECTRICAL SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 59,000.00	\$ 59,000.00	Loveland Electric
DEDICATED ALLOWANCES							198,255.12	
ALLOWANCE FOR HSP 11, 12, & 16	1	LS	\$ -	\$ -	\$ -	188,255.12	188,255.12	
ALLOWANCE FOR STUCCO	1	LS	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	
TOTAL DIRECT COST			\$ -	\$ -	\$ -	515,335.12	515,335.12	



Wharton-Smith, Inc.
CONSTRUCTION GROUP

JOB NAME: BOOSTER STATION IMPROVEMENTS PHASE I
VOW Project: CUT2006

	GENERAL CONDITIONS		320 DIRECT MANHOURS					8	MANWEEKS								
		DURATION =		4	MONTHS, PLANNED			1	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	
A	PROJECT MANAGEMENT TEAM	W/ 7.0% TAX															
	FIELD STAFF																
1	SUPERINTENDENT I	17.36	WK	20	\$93.00	\$1,860.00	347.20	\$32,289.60			\$0.00		\$0	\$0.00		\$0	\$32,289.60
2	FIELD ENGINEER	17.36	WK	40	\$61.00	\$2,440.00	694.40	\$42,358.40			\$0.00		\$0	\$0.00		\$0	\$42,358.40
	OFFICE STAFF																
3	PROJECT MANAGER	17.36	WK	20	\$93.00	\$1,860.00	347.20	\$32,289.60			\$0.00		\$0	\$0.00		\$0	\$32,289.60
4	PROJECT ENGINEER	17.36	WK	20	\$61.00	\$1,220.00	347.20	\$21,179.20			\$0.00		\$0	\$0.00		\$0	\$21,179.20
	OTHER STAFF																
5	COST ACCOUNTANT	17.36	WK	4	\$70.00	\$280.00	69.44	\$4,860.80			\$0.00		\$0	\$0.00		\$0	\$4,860.80
6	SAFETY COORDINATOR	17.36	WK	4	\$95.00	\$380.00	69.44	\$6,596.80			\$0.00		\$0	\$0.00		\$0	\$6,596.80
B	RELATED MANAGEMENT COSTS																
1	SOFTWARE COSTS	1	LS		\$40.00	\$0.00	0.00	\$0.00			\$0.00		\$0	\$0.00	\$5,400	\$5,400.00	\$5,400.00
2	TRAVEL EXPENSE	1	LS		\$40.00	\$0.00	0.00	\$0.00			\$0.00	\$1,280.00	\$1,280	\$1,369.60		\$0	\$1,369.60
3	LODGING, MEALS	1	LS		\$40.00	\$0.00	0.00	\$0.00			\$0.00	\$1,000.00	\$1,000	\$1,070.00		\$0	\$1,070.00
C	TEMP.FACILITIES & UTILITIES																
1	WATER, MONTHLY	4	MO		\$40.00	\$0.00	0.00	\$0.00			\$0.00	\$200.00	\$800	\$856.00		\$0	\$856.00
2	CELLULAR TELEPHONE, MONTHLY CHARGES	4	MO		\$40.00	\$0.00	0.00	\$0.00			\$0.00	\$400.00	\$1,600	\$1,712.00		\$0	\$1,712.00
3	FIELD OFFICE, WHARTON SMITH INC	4	MO	5	\$40.00	\$200.00	20.00	\$800.00			\$0.00	\$0.00	\$0	\$0.00		\$0	\$800.00
4	TOOL TRAILERS - <u>1</u> REQUIRED	4	MO		\$40.00	\$0.00	0.00	\$0.00			\$0.00	\$150.00	\$600	\$642.00		\$0	\$642.00
5	TEMPORARY TOILETS - <u>1</u> REQUIRED	4	MO		\$40.00	\$0.00	0.00	\$0.00			\$0.00	\$400.00	\$1,600	\$1,712.00		\$0	\$1,712.00
6	TEMPORARY SEWAGE HOLDING TANKS - ENGINEER & W-S	4	MO		\$40.00	\$0.00	0.00	\$0.00			\$0.00	\$300.00	\$1,200	\$1,284.00		\$0	\$1,284.00
7	SMALL TOOLS AND SUPPLIES	1	LS		\$40.00	\$0.00	0.00	\$0.00			\$0.00	\$560	\$560	\$599.20		\$0	\$599.20
8	PM AUTOMOBILE w/ FUEL, OIL, GREASE	4	MO		\$40.00	\$0.00	0.00	\$0.00	1	\$0	\$0.00	\$500.00	\$2,000	\$2,140.00		\$0	\$2,140.00
9	SUPT PICKUP TRUCK w/ FUEL, OIL, GREASE	4	MO		\$40.00	\$0.00	0.00	\$0.00	1	\$0	\$0.00	\$840.00	\$3,360	\$3,595.20		\$0	\$3,595.20
D	SAFETY & HEALTH & HOUSEKEEPING																
1	CLEAN-UP AT END OF PROJECT	1	LS	20	\$40.00	\$800.00	20.00	\$800.00			\$0.00		\$0	\$0.00		\$0	\$800.00
2	CLEAN-UP THROUGHOUT DURATION OF PROJECT	17.36	WK	4	\$40.00	\$160.00	69.44	\$2,777.60			\$0.00		\$0	\$0.00		\$0	\$2,777.60
3	DUMPSTERS	4	MO		\$40.00	\$0.00	0	\$0.00			\$0.00	\$3,000.00	\$12,000	\$12,840.00		\$0	\$12,840.00
	TOTAL GENERAL CONDITIONS						1,986.06	\$143,952.00			\$0		\$27,820.00			\$5,400.00	\$177,172.00
	GENERAL REQUIREMENTS																
A	PROJECT DOCUMENTATION AND SERVICES																
1	INFORMATIONAL SIGNS	1	EA	4	\$40.00	\$160.00	4.00	\$160.00			\$0.00	\$500.00	\$500	\$535.00		\$0	\$695.00
2	PHOTOGRAPHS	4	MO		\$40.00	\$0.00	0.00	\$0.00			\$0.00	\$150.00	\$600	\$642.00		\$0	\$642.00
3	PRE-CONSTRUCTION AUDIO-VIDEO DOCUMENTATION	1	LS		\$40.00	\$0.00	0.00	\$0.00			\$0.00		\$0	\$0.00	\$4,000.00	\$4,000	\$4,000.00
4	DESIGN SERVICES (CADD) - AS-BUILTS	1	LS	80	\$38.00	\$3,040.00	80.00	\$3,040.00			\$0.00		\$0	\$0.00		\$0	\$3,040.00
5	PLANS & SPECIFICATIONS REPRODUCTION COSTS	1	LS		\$40.00	\$0.00	0	\$0.00			\$0.00	\$1,000.00	\$1,000	\$1,070.00		\$0	\$1,070.00
6	REGISTERED SURVEYOR SERVICES	4	MO		\$40.00	\$0.00	0	\$0.00			\$0.00		\$0	\$0.00	\$600.00	\$2,400	\$2,400.00
	TOTAL GENERAL REQUIREMENTS						84	\$3,200.00			\$0		\$2,247.00			\$6,400.00	\$11,847.00



BID EVALUATION FORMS

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Coatings

Booster Station Improvements - Phase I

Village of Wellington

Wednesday, July 13, 2022

Scope Item Description	Prime Technical Coatings		CROM		N/A		N/A	
	Tim Olmetti		Bobby Oyenarte					
	561-350-8292		352-262-7020					
Base Bid Before Alternates	\$	80,000.00	\$	124,300.00				
Booster Station 1 GST Coatings	\$	40,000.00	\$	65,000.00				
Booster Station 2 GST Coatings	\$	40,000.00	\$	59,300.00				
Alternates								
Booster Station 1 Misc. Coatings	\$	29,450.00		No Bid				
Booster Station 2 Misc. Coatings	\$	42,650.00		No Bid				
Bid Document Requirements								
Bid Form		N/A		N/A				
Clarifications / Exceptions		Noted in Proposal		Noted in Proposal				
Acknowledged Addenda		N/A		N/A				
Additional Notes								
Payment & Performance Bond Rate		N/A		N/A				
Submittal Package Lead Time		2 Weeks		2 Weeks				
Material Delivery		4 Weeks		8 Weeks				
SUBTOTAL:	\$	152,100	\$	124,300				
Bond:	0.00%	\$ -	0.00%	\$ -	0.00%		0.00%	
Adjustment		None		None				
Total Adjusted Scope:	\$	152,100.00	\$	124,300.00	\$	-	\$	-
	\$	152,100.00	\$	124,300.00				

Recommend Prime Tech Coatings as the lowest responsive bidder for GST coatings and Miscellaneous Coatings. Please note that Prime Tech's proposal does not conform with the specifications. Their proposal includes material that was previously approved by KH and the Owner for the Ground Storage Tanks at the WTP.

Proposal Revised

To: Wharton Smith

June 26th, 2022

Q# 21038

Attention: Eliana Corie

RE: Booster Pump Station No. 1 Two MG tank, buildings, containment areas and associated piping.

Our price includes:

Mobilize equipment, material and labor as needed.

2 MG above ground concrete tank: Power wash to remove all chalking and debris from surfaces. o Apply two coats of Tnemec Series 1026 color, Ash White to the exterior of the 2MG concrete tank, o Apply two coats of Tnemec Series 1029 color Harvest to the banding around the top of the tank. o HSP Building and Chemical Building exteriors and man doors. o Power wash exteriors of the buildings.

Apply two coats of Tnemec Series 1026 color, Ash White to the exteriors of both buildings. o Apply two coats of Tnemec Series 1029 color, Harvest to all trim and man doors.

Diesel containment area interior and Hypochlorite containment area interior, dustless diamond grind interior of the containments to remove existing coatings. .

Apply two coats of Tnemec Series 237 to all prepared interior surfaces in both areas.

Apply one coat of Tnemec Series 291 color, Captain Hook in both containment areas for a complete finish.

The exterior containment walls for the Diesel and Hypochlorite areas will be power washed and painted with two Tnemec Series 1026 color Ash White or Series 1029 color, Harvest.

Total Cost: 69,450.00

1. Ground Storage Tank.	\$40,000.00
2. HSP Building exterior.	\$ 8,900.00
3. Chemical Building.	\$ 7,900.00
4. Diesel Containment.	\$ 4,900.00
5. Hypochlorite Containment.	\$ 4,750.00
6. AG piping.	<u>\$ 3,000.00</u>
Total Cost:	\$ 69,450.00

Does not Include: Kimley Horns painting specifications submitted for the above-mentioned work. Our proposal is based on previously approved Tnemec paint specifications and approval by Kimley Horn and the Village of Wellington.

Tim Olmetti

Prime Tech Coatings, Inc.

1135 53rd Court North, West Palm Beach, FL 33407

Proposal Revised

To: Wharton Smith

June 26th, 2022

Q# 21039

Attention: Eliana Corie

RE: Booster Pump Station No.2 Two MG tank, HSP building above ground piping and containment. Bollards and steel supports.

Our price includes:

Mobilize equipment, material and labor as needed.

- 2 MG above ground concrete tank: Power wash to remove all chalking and debris from surfaces. ○ Apply two coats of Tnemec Series 1026 color, Ash White to the exterior of the 2MG concrete tank, ○ Apply two coats of Tnemec Series 1029 color Harvest to the banding around the top of the tank. ○ HSP Building exterior and man doors. ○ Power wash exterior of the building.
- Apply two coats of Tnemec Series 1026 color, Ash White to the exterior of the building. ○ Apply two coats of Tnemec Series 1029 color, Harvest to all trim and man doors.
- Hypochlorite containment area interior, dustless diamond grind interior of the containment to remove existing coatings.
- Apply two coats of Tnemec Series 237 to all prepared interior surfaces.
- Apply one coat of Tnemec Series 291 color, Captain Hook in the containment area for a complete finish.
- The exterior containment walls for the Hypochlorite area will be power washed and painted with two coats of Tnemec Series 1026 color Ash White or Series 1029 color, Harvest.
- Existing above ground piping will be sanded primed, and finish coated to match existing color Splash.

Total Cost: 82,650.00

Does not include: Kimley Horn painting specifications submitted for the above- mentioned work. Our proposal is based on previously approved Tnemec paint specifications and approval by Kimley Horn and the Village of wellington.

1. Ground Storage Tank.	\$ 40,000.00
2. HSP Building Exterior.	\$ 24,300.00
3. Hypochlorite Containment.	\$ 9,800.00
4. AG piping.	\$ 4,200.00
5. Bollards.	\$ 650.00 - Add
6. Generator steel support.	<u>\$ 3,700.00- Add</u>
Total Cost:	\$ 82,650.00

Tim Olmetti

Estimator/Project Manager

Prime Tech Coatings, Inc.

January 18, 2022

PROPOSAL 20210742

EXTERIOR REPAIRS BASED ON INSPECTIONS THREE GROUND STORAGE TANKS WELLINGTON, FLORIDA

CROM Coatings and Restorations, a Division of CROM, LLC ("CCR") proposes to provide labor and material for the repair/modification of the prestressed concrete tank(s) for Wharton-Smith, Inc. ("Client"). All work will be completed in accordance with all applicable codes and standards including OSHA, AWWA, ACI and standard prestressed concrete tank design.

1. DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED DATA

The Client or a duly authorized representative, is responsible for providing CCR with a clear understanding of the project nature and scope as is reasonably known to the Client. The Client shall supply CCR with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow CCR to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

Prior to starting work, CCR will request from Client data reasonably required for submittal purposes for the repair/modification of the aforementioned storage tank(s) including any available computations, detailed drawings, and specifications. If, in the opinion of CCR, adequate data is not available or is incomplete, Client will be informed and arrangements made for creation of needed data. CCR will not perform engineering studies or perform work requiring professional engineering duties but will assist Client in obtaining such services.

2. COMMENCEMENT AND COMPLETION

Upon your execution of this proposal, CCR will be prepared to start work **30 days** after approval of our submittal information; and will undertake to furnish sufficient labor, materials, and equipment to complete the work within approximately **28 days (for all three tanks)** working time thereafter.

In the event Client desires to execute a separate agreement, such agreement shall include this proposal and all the conditions herein unless both parties agree in writing to specifically omit any condition, in writing, specifically referencing the omitted condition(s).

In the event that CCR cannot start the job by **March 1, 2022** 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 CCR

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

This scope of work is to be performed on the following tank/structure(s):

GST Booster Station 1

- 2.0-MG Ground Storage Tank
120'-0" ID x 25'-0" SWD
(Built by Precon)
 - a. Mobilization.
 - b. Remove coatings on exterior wall between the two exterior downcomers adjacent to the pump station with hydro blasting up to 2400 SF.
 - c. Apply one coat of Thoroseal followed by two coats of Tnemec 1026 to the above-mentioned 2400 SF.
 - d. Pressure wash the exterior wall and dome concrete surfaces at a minimum 3500 psi, removing dirt, oil, grease, and other contaminants from the substrate.
 - e. Recoat the exterior tank walls and dome by applying a stripe coat of Tnemec 156 up to 25% of the surface and two coats of Tnemec 1026.
 - f. Provide and install self-closing gate at dome handrail to provide safety and security.
 - g. Provide and install stainless steel control arm for dome hatch.
 - h. Prepare and recoat the center vent with new gelcoat.
 - i. Repair up to 10 SF of parapet wall on dome by removing failed patched, pressure washing, applying Sika Armatec 110 as a bonding agent followed by Sika 123 to repair the affected area.
 - j. Provide and replace existing manhole frame and cover.

GST Booster Station 2

- 2.0-MG Ground Storage Tank
100'-0" ID x 32'-10" SWD
(CCR Job No. 2001-M-071)
 - a. Mobilization.
 - b. Pressure wash the exterior wall and dome concrete surfaces at a minimum 3500 psi, removing dirt, oil, grease, and other contaminants from the substrate.
 - c. Recoat the exterior tank walls and dome by applying a stripe coat of Tnemec 156 up to 25% of the surface and two coats of Tnemec 1026.
 - d. Provide and install TS Safety Rail on exterior ladder.

GST Booster Station 3

- 1.0-MG Ground Storage Tank
80'-0" ID x 26'-7" SWD
(CCR Job No. 1980-M-066)
 - a. Mobilization.
 - b. Repair 20 SF of exterior wall hollow by drilling and pumping in Sika 35 to fill voids.
 - c. Provide and replace manhole frame and cover.

5. MATERIALS AND SERVICES FURNISHED BY CLIENT OR OTHERS

It is understood that the following services shall be provided by others without expense to CCR:

- a. Client will grant or obtain free access to the site for all equipment and personnel necessary for CCR to perform the work set forth in this Proposal. The Client will notify any and all processors of the project site that Client has granted CCR free access to the site. CCR will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- b. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. CCR will take responsible precautions to avoid known subterranean structures, and the Client waives any claim against CCR, and agrees to defend, indemnify, and hold CCR harmless from any claim or liability for injury or loss, including costs to defend, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate CCR for any time spent or expenses incurred by CCR in defense of any such claim with compensation to be based upon CCR's prevailing fee schedule and expense reimbursement policy.
- c. A continuous supply of potable water under minimum pressure for the use of the CCR crew within 100 feet of the tank site.
- d. A continuous supply of electricity during the period of work: one 100-AMP, 110/220-volt service for the operation of our power tools and accessories, located not more than 100 feet from the tank. Please be sure that all circuit breakers are ground-fault protected. If it is necessary for CCR to supply its own electric power, add \$500.00 per week to the contract amount.
- e. Any permit or other fees from any AHJ as may be required for the work including but not limited to all connect/disconnect, impact and building/construction fees.
- f. A suitable container conveniently located on site for the use of the CCR crew to dispose of construction debris generated during the repairs/modifications.
- g. Drainage and disposal of the tank's contents.
- h. Disinfection and refilling of the tank's contents.

- i. Cleaning the interior and exterior of the tank and accessories.
- j. 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(s).
- k. All professional engineering design services.
- l. Method A "X-Cut Tape Test", per ASTM D3359, shall be completed by a qualified coatings inspector or coatings manufacturer representative prior to application of new coating system. Results of this test must be 4A or greater. If the results of this test are less than a 4A, CCR and the Client will have to re-evaluate the proposed scope of work and pricing.

6. BACK CHARGES AND CLAIMS FOR EXTRAS

No claim for extra services rendered or materials furnished will be valid by either party unless written notice thereof is given during the first ten days of the calendar month following that in which the claim originated. CCR's claims for extras shall carry 30% for overhead and 10% for profit. Any mutually agreed upon deductive change order will provide only a credit for 10% profit but will not provide a credit for 30% overhead.

7. DELAYS

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

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

8. RISK ALLOCATION

Client agrees that CCR's liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or CCR's fee, whichever is greater. Client agrees that the foregoing limits of liability extend to all of CCR's employees and professionals who perform any services for Client. If Client prefers to have higher limits on general or professional liability, CCR agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

9. ASSIGNMENT AND THIRD PARTIES

Neither the Client nor CCR may delegate, assign, sublet or transfer their duties or any interest in this Proposal without the written consent of the other party. Both parties agree there are no intended third-party beneficiaries to this Proposal including other contractors or parties working on the project, or, if necessary, a surety of CCR.

10. LABOR

This proposal is predicated on open-shop labor conditions, using our own personnel. If we are required to employ persons of an affiliation desirable to the Client or other contractor employed by him or the general contractor thereby resulting in increased costs to us, the contract price shall be adjusted accordingly. Such requirement shall not provide that CCR sign a contract with any labor organization. In the event of a labor stoppage, we shall not be in default or be deemed responsible for delay of the progress of this contract or damage to the Client or the contractor so long as CCR has sufficient qualified employees available to perform the work.

Our proposal is based on our crew performing our Scope of Work in accordance with our standard safety program. If any additional safety requirements are placed on us (not required by OSHA) such as: site training, additional safety equipment or permit required confined space, the cost for such additional requirements plus 30% for overhead shall be reimbursed to us.

11. QUOTATION

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

GST 1:

Mobilization	\$ 1,500.00
Pressure Wash Exterior	\$ 15,500.00
Coatings Removal 2400 SF	\$ 19,800.00
Thoroseal 2400 SF	\$ 2,600.00
Recoat Exterior	\$ 48,000.00
Install Self-Closing Gate	\$ 2,500.00
Gelcoat Center Vent	\$ 1,800.00
Replace Manhole	\$ 27,800.00
Repair Parapet	\$ 3,000.00
Install Hatch Arm	\$ 300.00
Total	\$122,800.00

GST 2:

Mobilization	\$ 1,500.00
Pressure Wash Exterior	\$13,800.00
Recoat Exterior	\$44,000.00
Install TS Rail	\$ 4,900.00
Total	\$64,200.00

GST 3:

Mobilization	\$ 1,500.00
Repair Exterior Hollow	\$ 3,000.00
Replace Manhole	\$27,800.00
Total	\$32,300.00

Note: Hollow repair unit price if 20 SF is exceeded, shall be an additional \$150.00 a SF.

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

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Master Plant Contractor

Booster Station Improvements - Phase I

Village of Wellington

Tuesday, June 28, 2022

Scope Item Description		Wharton Smith, Inc.		N/A		N/A		N/A
		Greg Williams						
		561-748-5956						
Base Bid Before Alternates		\$ 35,850.00		\$ -				
MPC Work		\$ 35,850.00						
Catch Basin and Pipe Install								
Alternates								
N/A		\$ -						
Bid Document Requirements								
Bid Form		N/A						
Clarifications / Exceptions		N/A						
Acknowledged Addenda		N/A						
Additional Notes								
Payment & Performance Bond Rate		N/A						
Submittal Package Lead Time		N/A						
Material Delivery		4 Weeks						
SUBTOTAL:		\$ 35,850		\$ -				
Bond:	0.00%	\$ -	0.00%		0.00%		0.00%	
Adjustment		None						
Total Adjusted Scope:		\$ 35,850.00		\$ -		\$ -		\$ -
		\$ 35,850.00		\$ -				

Pricing includes applicable taxes.



Wharton-Smith, Inc.
CONSTRUCTION GROUP

JOB NAME: BOOSTER STATION IMPROVEMENTS PHASE I

June 28, 2022

ESTIMATE #: 0

5:07 PM

BASE BID DIRECTS

BID ITEM		BASE	LABOR		EQUIPMENT	MATERIAL	SUBCONTRACT	\$ TOTALS	PACKAGE	REMARKS
NUMBER	DESCRIPTION	RATE	MH	\$ AMOUNT	\$ AMOUNT	\$ AMOUNT	\$ AMOUNT		VALUE W/ TAX	SUB NAME
	MASTER PLANT CONTRACTOR	\$40.00	0	\$0	\$0	\$0	\$0	\$0	\$35,850	WHARTON-SMITH
	Catch Basin & PVC Pipe Material	\$40.00	0	\$0	\$0	\$10,000	\$0	\$10,000	w/ above	
	Catch Basin & PVC Pipe Install	\$40.00	320	\$12,800	\$8,000	\$0	\$0	\$20,800	w/ above	
	Dewatering	\$40.00	0	\$0	\$0	\$4,000	\$0	\$4,000	w/ above	
		\$40.00	0	\$0	\$0	\$0	\$0	\$0		
		\$40.00	0	\$0	\$0	\$0	\$0	\$0		
TOTAL DIRECT COST			320	\$12,800	\$8,000	\$14,000	\$0	\$35,850		\$34,800

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

GST Exterior Repairs

Booster Station Improvements - Phase I

Village of Wellington

Wednesday, July 13, 2022

Scope Item Description	CROM		N/A		N/A		N/A	
	Bobby Oyenarte							
	352-262-7020							
Base Bid Before Alternates		\$ 70,200.00						
Booster Station 1 GST Exterior Repairs		\$ 59,300.00						
Booster Station 2 GST Exterior Repairs		\$ 6,400.00						
Booster Station 3 GST Exterior Repairs		\$ 4,500.00						
Alternates								
N/A		\$ -						
Bid Document Requirements								
Bid Form		N/A						
Clarifications / Exceptions		Noted in Proposal						
Acknowledged Addenda		N/A						
Additional Notes								
Payment & Performance Bond Rate		N/A						
Submittal Package Lead Time		2 Weeks						
Material Delivery		10 Weeks						
SUBTOTAL:		\$ 70,200		\$ -				
Bond:	0.00%	\$ -	0.00%	\$ -	0.00%		0.00%	
Adjustment		None		None				
Total Adjusted Scope:		\$ 70,200.00		\$ -		\$ -		\$ -
		\$ 70,200.00		\$ -				

Recommend CROM for exterior repairs of GST 1 and 2. GST 3 manhole replacement is excluded, however WSI recommends performing repair of exterior hollow.

January 18, 2022
Revised July 11, 2022

PROPOSAL 20210742

EXTERIOR REPAIRS BASED ON INSPECTIONS THREE GROUND STORAGE TANKS WELLINGTON, FLORIDA

CROM Coatings and Restorations, a Division of CROM, LLC ("CCR") proposes to provide labor and material for the repair/modification of the prestressed concrete tank(s) for Wharton-Smith, Inc. ("Client"). All work will be completed in accordance with all applicable codes and standards including OSHA, AWWA, ACI and standard prestressed concrete tank design.

1. DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED DATA

The Client or a duly authorized representative, is responsible for providing CCR with a clear understanding of the project nature and scope as is reasonably known to the Client. The Client shall supply CCR with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow CCR to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

Prior to starting work, CCR will request from Client data reasonably required for submittal purposes for the repair/modification of the aforementioned storage tank(s) including any available computations, detailed drawings, and specifications. If, in the opinion of CCR, adequate data is not available or is incomplete, Client will be informed and arrangements made for creation of needed data. CCR will not perform engineering studies or perform work requiring professional engineering duties but will assist Client in obtaining such services.

2. COMMENCEMENT AND COMPLETION

Upon your execution of this proposal, CCR will be prepared to start work **30 days** after approval of our submittal information; and will undertake to furnish sufficient labor, materials, and equipment to complete the work within approximately **12 days (for all three tanks)** working time thereafter.

In the event Client desires to execute a separate agreement, such agreement shall include this proposal and all the conditions herein unless both parties agree in writing to specifically omit any condition, in writing, specifically referencing the omitted condition(s).

In the event that CCR cannot start the job by **October 1, 2022** 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 CCR

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

This scope of work is to be performed on the following tank/structure(s):

GST Booster Station 1

- 2.0-MG Ground Storage Tank
120'-0" ID x 25'-0" SWD
(Built by Precon)
 - a. Mobilization.
 - b. Remove coatings on exterior wall between the two exterior downcomers adjacent to the pump station with hydro blasting up to 2,400 SF.
 - c. Apply one coat of Thoroseal to the above-mentioned 2,400 SF.
 - d. Provide and install self-closing gate at dome handrail to provide safety and security.
 - e. Provide and install stainless steel control arm for dome hatch.
 - f. Prepare and recoat the center vent with new gelcoat.
 - g. Repair up to 10 SF of parapet wall on dome by removing failed patched, pressure washing, applying Sika Armatec 110 as a bonding agent followed by Sika 123 to repair the affected area.
 - h. Provide and replace existing manhole frame and cover.

GST Booster Station 2

- 2.0-MG Ground Storage Tank
100'-0" ID x 32'-10" SWD
(CCR Job No. 2001-M-071)
 - a. Mobilization.
 - b. Provide and install TS Safety Rail on exterior ladder.

GST Booster Station 3

- 1.0-MG Ground Storage Tank
80'-0" ID x 26'-7" SWD
(CCR Job No. 1980-M-066)
 - a. Mobilization.
 - b. Repair 20 SF of exterior wall hollow by drilling and pumping in Sika 35 to fill voids.
 - c. ~~Provide and replace manhole frame and cover.~~

5. MATERIALS AND SERVICES FURNISHED BY CLIENT OR OTHERS

It is understood that the following services shall be provided by others without expense to CCR:

- a. Client will grant or obtain free access to the site for all equipment and personnel necessary for CCR to perform the work set forth in this Proposal. The Client will notify any and all processors of the project site that Client has granted CCR free access to the site. CCR will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- b. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. CCR will take responsible precautions to avoid known subterranean structures, and the Client waives any claim against CCR, and agrees to defend, indemnify, and hold CCR harmless from any claim or liability for injury or loss, including costs to defend, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate CCR for any time spent or expenses incurred by CCR in defense of any such claim with compensation to be based upon CCR's prevailing fee schedule and expense reimbursement policy.
- c. A continuous supply of potable water under minimum pressure for the use of the CCR crew within 100 feet of the tank site.
- d. A continuous supply of electricity during the period of work: one 100-AMP, 110/220-volt service for the operation of our power tools and accessories, located not more than 100 feet from the tank. Please be sure that all circuit breakers are ground-fault protected. If it is necessary for CCR to supply its own electric power, add \$500.00 per week to the contract amount.
- e. Any permit or other fees from any AHJ as may be required for the work including but not limited to all connect/disconnect, impact and building/construction fees.
- f. A suitable container conveniently located on site for the use of the CCR crew to dispose of construction debris generated during the repairs/modifications.
- g. Drainage and disposal of the tank's contents.
- h. Disinfection and refilling of the tank's contents.
- i. Cleaning the interior and exterior of the tank and accessories.
- j. 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(s).
- k. All professional engineering design services.
- l. Method A "X-Cut Tape Test", per ASTM D3359, shall be completed by a qualified coatings inspector or coatings manufacturer representative prior to application of new coating system. Results of this test must be 4A or greater. If the results of this test are less than a 4A, CCR and the Client will have to re-evaluate the proposed scope of work and pricing.

6. BACK CHARGES AND CLAIMS FOR EXTRAS

No claim for extra services rendered or materials furnished will be valid by either party unless written notice thereof is given during the first ten days of the calendar month following that in which the claim originated. CCR's claims for extras shall carry 30% for overhead and 10% for profit. Any mutually agreed upon deductive change order will provide only a credit for 10% profit but will not provide a credit for 30% overhead.

7. DELAYS

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

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

8. RISK ALLOCATION

Client agrees that CCR's liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or CCR's fee, whichever is greater. Client agrees that the foregoing limits of liability extend to all of CCR's employees and professionals who perform any services for Client. If Client prefers to have higher limits on general or professional liability, CCR agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

9. ASSIGNMENT AND THIRD PARTIES

Neither the Client nor CCR may delegate, assign, sublet or transfer their duties or any interest in this Proposal without the written consent of the other party. Both parties agree there are no intended third-party beneficiaries to this Proposal including other contractors or parties working on the project, or, if necessary, a surety of CCR.

10. LABOR

This proposal is predicated on open-shop labor conditions, using our own personnel. If we are required to employ persons of an affiliation desirable to the Client or other contractor employed by him or the general contractor thereby resulting in increased costs to us, the contract price shall be adjusted accordingly. Such requirement shall not provide that CCR sign a contract with any labor organization. In the event of a labor stoppage, we shall not be in default or be deemed responsible for delay of the progress of this contract or damage to the Client or the contractor so long as CCR has sufficient qualified employees available to perform the work.

Our proposal is based on our crew performing our Scope of Work in accordance with our standard safety program. If any additional safety requirements are placed on us (not required by OSHA) such as: site training, additional safety equipment or permit required confined space, the cost for such additional requirements plus 30% for overhead shall be reimbursed to us.

11. QUOTATION

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

GST 1:

Mobilization	\$ 1,500.00
Remove 2400 SF Exterior Wall Coatings	\$ 19,800.00
Apply One Coat Thoroseal 2400 SF	\$ 2,600.00
Install Self-Closing Gate	\$ 2,500.00
Gelcoat Center Vent	\$ 1,800.00
Replace Manhole	\$ 27,800.00
Repair Parapet	\$ 3,000.00
Install Hatch Arm	\$ 300.00
Total	\$ 59,300.00

GST 2:

Mobilization	\$ 1,500.00
Install TS Rail	\$ 4,900.00
Total	\$ 6,400.00

GST 3:

Mobilization	\$ 1,500.00
Repair Exterior Hollow	\$ 3,000.00
Replace Manhole	\$ 27,800.00
Total	\$ 32,300.00
Total	\$ 4,500.00

Note: Hollow repair unit price if 20 SF is exceeded, shall be an additional \$150.00 a SF.

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 rates for such work.

It is agreed that CCR shall not be responsible for any consequential, special or delay damages or any force majeure events, including but not limited to acts of God and pandemic. CCR does not assume responsibility for differing, latent or concealed conditions, which differ materially from those indicated in the Subcontract/Contract documents or from those ordinarily found to exist and not inherent in the Work, including but not limited to weather or subsurface conditions, and not caused by CCR's fault or negligence.

14. TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall be effective if that substantial failure has been redeemed before expiration of the period specified in the written notice. In the event of termination, CCR shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months prior to completion of all work contemplated by the proposal, CCR may complete such analyses and records as necessary to complete their files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of CCR in completing such analyses, records and reports if necessary.

15. GUARANTEE

CCR will guarantee its workmanship and materials on its work covered in this Proposal for a period of one year after completion of its work. Prior to leaving the location, CCR personnel will perform a walk through with the responsible party overseeing our work for the Client. In case any defects in CCR's workmanship or materials appear within the one-year period after completion and acceptance of CCR's work, CCR shall promptly make

repairs at its own expense upon written notice by the Client that such defects have been found. CCR's guarantee is limited to defects in CCR's workmanship and materials, excluding inspections, cleaning and disinfection services ("Services"). CCR shall endeavor to perform these Services with that degree of care and skill ordinarily exercised under similar circumstances by contractors practicing in the same discipline at the same time and location. CCR shall not be responsible for, nor liable for, delamination of previous coatings application, any ordinary wear and tear or for damage caused from negligent or inappropriate use or by any other entity beyond our control, including but not limited to modifications, work or repairs by others.

If a bond is required for the Scope of Work included in this contract, CCR will furnish a one-year Performance and Payment Bond. The cost of this bond is **not included** in our price. Please add \$9.00 per \$1,000 of contract value.

16. ACCEPTANCE

This proposal is offered for your acceptance within **45 days** from the proposal date. We reserve the right after that period to amend our bid to reflect our changing construction schedules and materials and labor rate changes. The return to this company of a copy of this proposal with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This proposal shall be made a part of any subcontract agreement or purchase order.

Sincerely,

CROM Coatings and Restorations, a Division of CROM, LLC



Alex Ciasca
Business Development Manager



Robert G. Oyenarte, PE
President, Chief Revenue Officer

/mkr.rgo.ry

ACCEPTED BY CLIENT

PRINT: _____

TITLE: _____

DATE: _____

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Electrical

Project Name:

Booster Station Improvements - Phase I

Owner:

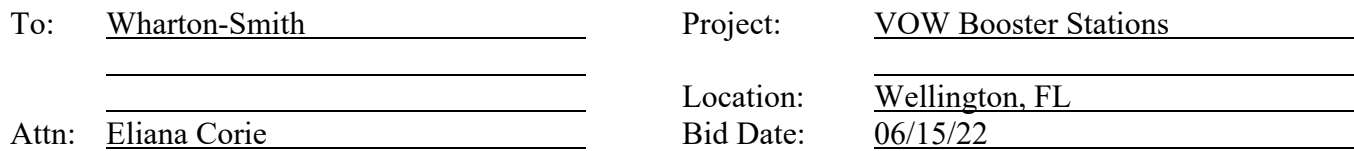
Village of Wellington

Bid Date:

Tuesday, June 28, 2022

Scope Item Description	Loveland Electric		N/A		N/A		N/A	
	Dave Loveland							
	561-882-0401							
Base Bid Before Alternates	\$	59,000.00	\$	-	\$	-	\$	-
Booster Station 1 Lighting Package	\$	37,000.00						
Booster Station 2 Lighting Package	\$	22,000.00	\$	-	\$	-		
Alternates								
N/A								
Bid Document Requirements								
Bid Form		N/A						
Clarifications / Exceptions		Noted in Proposal						
Acknowledged Addenda		N/A						
Additional Notes								
Payment & Performance Bond Rate		1.68%						
Submittal Package Lead Time		2 Weeks						
Material Delivery		10 Weeks						
SUBTOTAL:	\$	59,000	\$	-	\$	-	\$	-
Bond:	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	\$	-
Adjustment		None		None		None		None
Total Adjusted Scope:	\$	59,000.00	\$	-	\$	-	\$	-
Recommendation: Loveland Electric	\$	59,000.00	\$	-	\$	-	\$	-

Recommend Loveland Electric. Only subcontractor solicited since they are Owner preferred and they are currently contracted for other projects at the Water Treatment Plant.



Electrical wiring in accordance with the following:

- I. Attachment A – Scope of Work
- II. Plans: 2-8 Kimley Horn Dated April 2022
- III. Specifications: Drawings
- IV. Addenda: None
- V. Duration: Proposal is based on 365 calendar day final completion.
- VI. We propose to complete all work to furnish the required material, labor and supervision in accordance with National Electric Code for work indicated on the bid documents only. No provisions have been included in this proposal for design errors or omissions.
- VII. Subcontract Agreement: AIA Document A101 or other mutually agreed upon document. Other documents may require further negotiations of terms and conditions.
- VIII. Insurance: Based on Loveland Electric, Inc. standard certificate of insurance and coverage. Copy of certificate is available upon request.
- IX. **Market Conditions: This proposal is valid for thirty (30) days from this date. After this time, we reserve the right to review our proposal and modify, if necessary, based on changing market conditions.**

Proposal
VOW Booster Stations
Pg 2

The price for the work described above including attachments will be as follows:

Booster Station 1:	\$37,000.00
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Booster Station 2:	\$22,000.00
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EF Connection:	\$ 1,000.00
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Bond premium not included in base bid:	\$ 1,100.00
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Thank you for the opportunity to submit this proposal. Should you require any additional information or clarifications, please do not hesitate to contact our office.

LOVELAND ELECTRIC II, LLC

Tim McMullen
Estimator



1344 S. Killian Dr. Lake Park, FL 33403
561-882-0401 Fax 561-882-0555

Scope of Work - Attachment A

Project Name: VOW Booster Stations

Bid Date: 6/15/2022

Not withstanding other provisions of the Bid Documents, this proposal is based upon:

No.	Description	Incl	Excl	NA	Comments
1	Davis Bacon Wage Rates		x		
2	Blueprinting & reproduction costs	x			
3	Temporary power for construction		x		
4	Utility installation fees, costs or deposits		x		
5	Electrical permit fees		x		
6	Inspections, approval and tests	x			
7	Submittals and shop drawings	x			
8	Record As-Built drawings	x			
9	Tools, equipment and transportation	x			
10	Material and personnel hoisting	x			
11	Garbage and debris removal	x			To on-site dumpster FBO
12	Hazardous waste disposal		x		
13	Electrical demolition	x			
14	Cutting and patching		x		
15	Excavation and backfill		x		
16	Import or export of fill dirt		x		
17	De-watering		x		
18	Cutting and patching of roads, drives, etc.		x		
19	Traffic control			x	
20	Concrete encasement			x	Excludes concrete lab testing
21	Housekeeping and equipment pads		x		
22	Concrete pole bases	x			
23	Plywood backboards			x	
24	Painting		x		Equipment touch up only
25	Roof penetrations and pitch pans			x	
26	Access panels			x	

No.	Description	Incl	Excl	NA	Comments
27	Special appliances			x	
28	Motor starters			x	
29	Motor disconnects			x	
30	HVAC control raceways			x	
31	Energy Management System			x	
32	Flow & tamper switches (by FP Contractor)			x	
33	Power connections to FBO equipment	x			
34	Field layout and trade coordination	x			
35	Electrical sleeves & fireproofing			x	
36	Electric Door Strikes and Installation			x	
37	FPL primary service			x	
38	Secondary service entrance			x	
39	Telephone service entrance raceway			x	
40	CATV service entrance raceway			x	
41	Site lighting and fixtures	x			
42	Lighting system and fixtures	x			
43	Power distribution system			x	
44	Emergency Generator Set			x	
45	Generator primary fuel tank			x	
46	Generator fuel			x	
47	Generator fuel piping			x	
48	Gen exhaust piping, intake/discharge duct, insulation			x	
49	Generator muffler and wall thimble			x	
50	Uninterrupted Power Supply system			x	
51	Transient Voltage Surge Suppression			x	
52	Generator control wiring			x	
53	Generator Charger Connection			x	
54	Generator Block Heater			x	
55	Generator ATS			x	
56	Contingency Fees or allowances		x		
57	Signage and neon lighting			x	
58	Irrigation system controls and controls wiring			x	
59	Valance trim and lenses at restrooms			x	
60	Bond premium		x		
61	Survey of all light poles, manholes, pullboxes, etc.		x		

62 Special Systems:

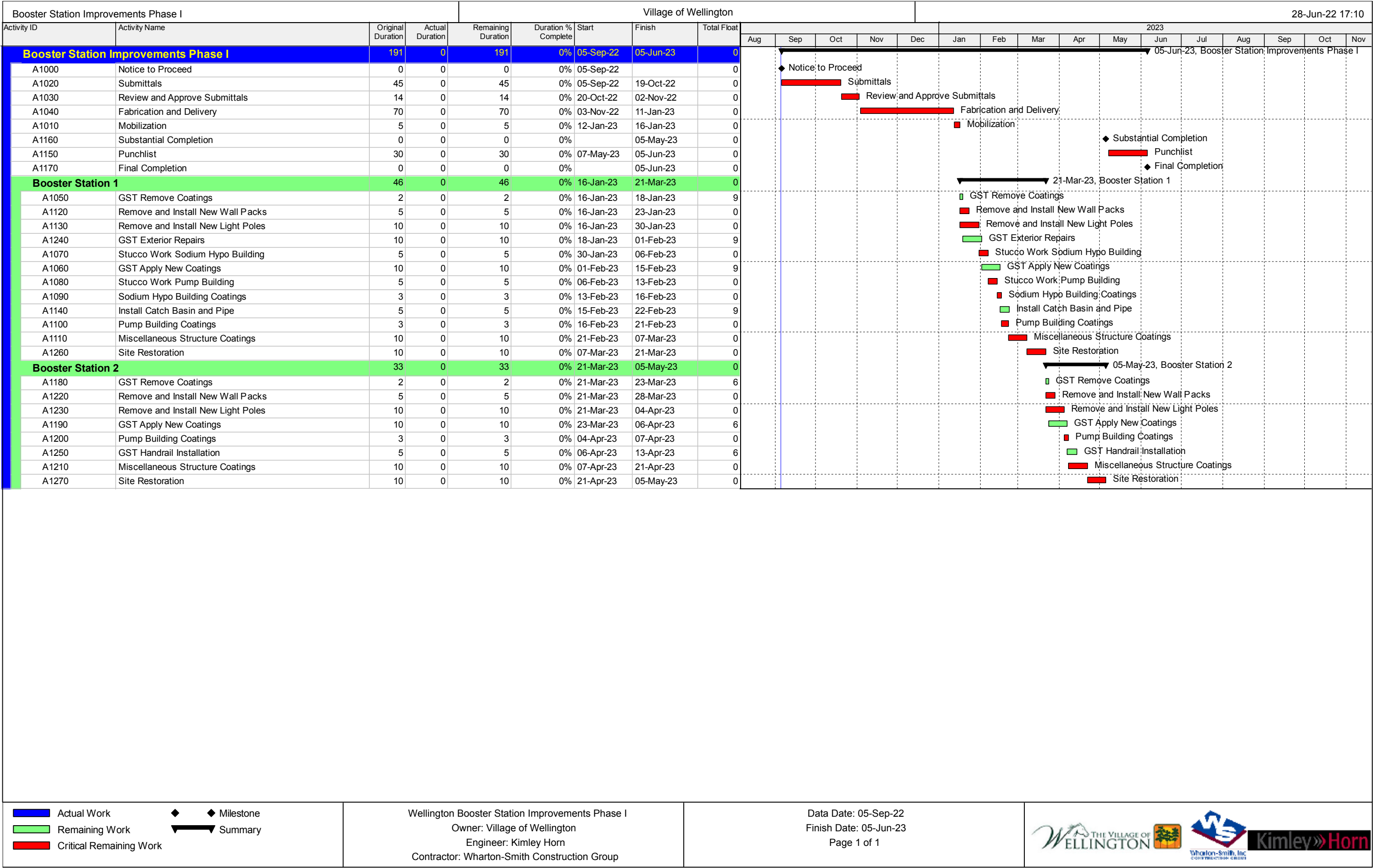
Division	System	Incl	Excl	NA	Notes	Comments
	Lightning Protection			X		
	Fire Alarm			X		
	Telephone			X		
	Data / Premise Wiring			X		
	CATV/MATV			X		
	CCTV			X		
	Security / Intrusion			X		
	Building Automation System			X		
	PA / Sound / Background Music			X		

***Special Systems Notes:**

- A** This system is complete and operational.
- B** This system includes conduit and boxes only. Wiring and devices are by others.

- 63 Loveland Electric II, LLC guarantees its work to be free from defects for one year from beneficial occupancy by the owner, or final completion, whichever comes first. Repairs to defective workmanship and/or materials within this period will be made at no cost to the owner. This warranty excludes lamps, items furnished by others, unauthorized service or negligent care.
- 64 Loveland Electric II, LLC will require the following to be provided to us at no cost:
- A. Adequate on-site employee parking and an area for our storage and office trailer(s).
 - B. On-site dumpster and dumping services.
 - C. Sanitary toilet facilities.
 - D. Potable water.
 - E. Complete CADD files.
- 65 Loveland Electric II, LLC agrees to furnish a sufficient number of qualified workers to perform the work in sequence with a mutually agreed upon construction schedule. We rely on the work of other trades to be completed in a timely manner, prior to our work.
- 66 All work will be performed during normal working hours. We have no provision included for overtime, multiple shifts, weekend or holiday work in order to make up time in the construction schedule lost by other trades, permitting inclement weather or other lost time not attributable to the work of Loveland Electric II, LLC
- 67 Transportation and storage of owner furnished equipment is excluded.

SECTION 4 – EXHIBIT R3 CONSTRUCTION SCHEDULE



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 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. High Service Pumps 11, 12 & 16 - \$188,255.12
2. Stucco - \$10,000

The GMP includes the following Owner Controlled Contingency. 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.

1. Owner Controlled Contingency - \$45,000

SECTION 6 – EXHIBIT R5 ASSUMPTIONS AND CLARIFICATIONS

Please note the following assumptions and clarifications regarding this proposal:

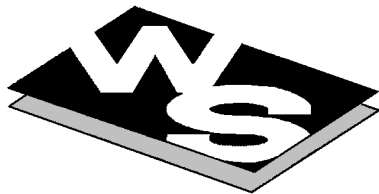
1. The work is in accordance with Kimley Horn drawings “Booster Station Improvements – Phase I” dated April 2022.
2. We have included the following allowances for work items with undefined scopes at this time. Please note that the allowances are currently shown below the line without fee, fee to be included on allowance usage once brought into the project as approved by the Village of Wellington.
 - a. High Service Pumps 11, 12, & 16 - \$188,255.12
 - b. Stucco - \$10,000.00
3. We have included a performance and payment bond and insurances.
4. Costs associated with Davis-Bacon Wages & AIS Requirements have not been included.
5. It is assumed that the Village of Wellington will provide power for use during construction at no cost.
6. We have excluded the following items at this time:
 - a. VFD for HS Pump 16
 - b. FRP Doors
 - c. Exhaust Fan Replacement
 - d. Ground Storage Tank 3 (Onsite) Manhole Replacement
7. Please note that Prime Tech’s proposal does not conform with the specifications. Their proposed material was previously approved by the Village of Wellington and Kimley Horn to be used at the Water Treatment Plant.
8. 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 243 calendar days indicated equates to the 191 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: BOOSTER STATION IMPROVEMENTS PHASE I
VOW Project: CUT2006

	GENERAL CONDITIONS		320 DIRECT MANHOURS					8	MANWEEKS								
		DURATION =		4	MONTHS, PLANNED		1	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
A	PROJECT MANAGEMENT TEAM	W/ 7.0% TAX															
	FIELD STAFF																
1	SUPERINTENDENT I	17.36	WK	20	\$93.00	\$1,860.00	347.20	\$32,289.60			\$0.00		\$0	\$0.00		\$0	\$32,289.60
2	FIELD ENGINEER	17.36	WK	40	\$61.00	\$2,440.00	694.40	\$42,358.40			\$0.00		\$0	\$0.00		\$0	\$42,358.40
	OFFICE STAFF																
3	PROJECT MANAGER	17.36	WK	20	\$93.00	\$1,860.00	347.20	\$32,289.60			\$0.00		\$0	\$0.00		\$0	\$32,289.60
4	PROJECT ENGINEER	17.36	WK	20	\$61.00	\$1,220.00	347.20	\$21,179.20			\$0.00		\$0	\$0.00		\$0	\$21,179.20
	OTHER STAFF																
5	COST ACCOUNTANT	17.36	WK	4	\$70.00	\$280.00	69.44	\$4,860.80			\$0.00		\$0	\$0.00		\$0	\$4,860.80
6	SAFETY COORDINATOR	17.36	WK	4	\$95.00	\$380.00	69.44	\$6,596.80			\$0.00		\$0	\$0.00		\$0	\$6,596.80
B	RELATED MANAGEMENT COSTS																
1	SOFTWARE COSTS	1	LS		\$40.00	\$0.00	0.00	\$0.00			\$0.00		\$0	\$0.00	\$5,400	\$5,400.00	\$5,400.00
2	TRAVEL EXPENSE	1	LS		\$40.00	\$0.00	0.00	\$0.00			\$0.00	\$1,280.00	\$1,280	\$1,369.60		\$0	\$1,369.60
3	LODGING, MEALS	1	LS		\$40.00	\$0.00	0.00	\$0.00			\$0.00	\$1,000.00	\$1,000	\$1,070.00		\$0	\$1,070.00
C	TEMP.FACILITIES & UTILITIES																
1	WATER, MONTHLY	4	MO		\$40.00	\$0.00	0.00	\$0.00			\$0.00	\$200.00	\$800	\$856.00		\$0	\$856.00
2	CELLULAR TELEPHONE, MONTHLY CHARGES	4	MO		\$40.00	\$0.00	0.00	\$0.00			\$0.00	\$400.00	\$1,600	\$1,712.00		\$0	\$1,712.00
3	FIELD OFFICE, WHARTON SMITH INC	4	MO	5	\$40.00	\$200.00	20.00	\$800.00			\$0.00	\$0.00	\$0	\$0.00		\$0	\$800.00
4	TOOL TRAILERS - <u>1</u> REQUIRED	4	MO		\$40.00	\$0.00	0.00	\$0.00			\$0.00	\$150.00	\$600	\$642.00		\$0	\$642.00
5	TEMPORARY TOILETS - <u>1</u> REQUIRED	4	MO		\$40.00	\$0.00	0.00	\$0.00			\$0.00	\$400.00	\$1,600	\$1,712.00		\$0	\$1,712.00
6	TEMPORARY SEWAGE HOLDING TANKS - ENGINEER & W-S	4	MO		\$40.00	\$0.00	0.00	\$0.00			\$0.00	\$300.00	\$1,200	\$1,284.00		\$0	\$1,284.00
7	SMALL TOOLS AND SUPPLIES	1	LS		\$40.00	\$0.00	0.00	\$0.00			\$0.00	\$560	\$560	\$599.20		\$0	\$599.20
8	PM AUTOMOBILE w/ FUEL, OIL, GREASE	4	MO		\$40.00	\$0.00	0.00	\$0.00	1	\$0	\$0.00	\$500.00	\$2,000	\$2,140.00		\$0	\$2,140.00
9	SUPT PICKUP TRUCK w/ FUEL, OIL, GREASE	4	MO		\$40.00	\$0.00	0.00	\$0.00	1	\$0	\$0.00	\$840.00	\$3,360	\$3,595.20		\$0	\$3,595.20
D	SAFETY & HEALTH & HOUSEKEEPING																
1	CLEAN-UP AT END OF PROJECT	1	LS	20	\$40.00	\$800.00	20.00	\$800.00			\$0.00		\$0	\$0.00		\$0	\$800.00
2	CLEAN-UP THROUGHOUT DURATION OF PROJECT	17.36	WK	4	\$40.00	\$160.00	69.44	\$2,777.60			\$0.00		\$0	\$0.00		\$0	\$2,777.60
3	DUMPSTERS	4	MO		\$40.00	\$0.00	0	\$0.00			\$0.00	\$3,000.00	\$12,000	\$12,840.00		\$0	\$12,840.00
	TOTAL GENERAL CONDITIONS						1,986.06	\$143,952.00			\$0		\$27,820.00		\$5,400.00		\$177,172.00
	GENERAL REQUIREMENTS																
A	PROJECT DOCUMENTATION AND SERVICES																
1	INFORMATIONAL SIGNS	1	EA	4	\$40.00	\$160.00	4.00	\$160.00			\$0.00	\$500.00	\$500	\$535.00		\$0	\$695.00
2	PHOTOGRAPHS	4	MO		\$40.00	\$0.00	0.00	\$0.00			\$0.00	\$150.00	\$600	\$642.00		\$0	\$642.00
3	PRE-CONSTRUCTION AUDIO-VIDEO DOCUMENTATION	1	LS		\$40.00	\$0.00	0.00	\$0.00			\$0.00		\$0	\$0.00	\$4,000.00	\$4,000	\$4,000.00
4	DESIGN SERVICES (CADD) - AS-BUILTS	1	LS	80	\$38.00	\$3,040.00	80.00	\$3,040.00			\$0.00		\$0	\$0.00		\$0	\$3,040.00
5	PLANS & SPECIFICATIONS REPRODUCTION COSTS	1	LS		\$40.00	\$0.00	0	\$0.00			\$0.00	\$1,000.00	\$1,000	\$1,070.00		\$0	\$1,070.00
6	REGISTERED SURVEYOR SERVICES	4	MO		\$40.00	\$0.00	0	\$0.00			\$0.00		\$0	\$0.00	\$600.00	\$2,400	\$2,400.00
	TOTAL GENERAL REQUIREMENTS						84	\$3,200.00			\$0		\$2,247.00		\$6,400.00		\$11,847.00

SECTION 9 – EXHIBIT R8 SUBMITTAL SCHEDULE



Wharton-Smith, Inc.
CONSTRUCTION GROUP

Submittal Log: Wellington Booster Station Improvements - Phase I					
Package	Submittal	Rev.	Title	Status	Comments
Div. 01			Schedule of Values	UNS	
			Preconstruction Video	UNS	
			Construction Schedule	UNS	
Div. 09			Stucco	UNS	
			Painting	UNS	
Div. 11			High Service Pumps	UNS	