

Request For Proposals  
Construction Manager At Risk Services for  
**Water Treatment Warehouse,  
Generator Storage, Field Services  
Building Modifications, and  
Miscellaneous Architectural, Security  
and Site Improvements**



May 23, 2018



Wharton-Smith, Inc.  
CONSTRUCTION GROUP



# Cover Letter

Village of Wellington  
12300 Forest Hill Blvd.  
Wellington, FL 33414

May 23, 2018

RE: CM at Risk for WTP Warehouse, Generator Storage, Field Services Building Modifications, and Miscellaneous Architectural, Security and Site Improvements

Mr. De La Vega and Members of the Selection Committee,

**Wharton-Smith, Inc.** has reviewed your Request for Qualifications (RFQ 013-18/ED) and fully understands the role and key responsibilities of the Construction Manager at Risk (CMAR) for the Water Treatment Plant Warehouse, Generator Storage, Field Services Building Modifications, and Miscellaneous Architectural, Security, and Site Improvements Project. We applaud the Village of Wellington's decision to utilize CMAR delivery for this project. This delivery method has been our most successful on similar projects.

*Our proposal will demonstrate our team's unparalleled qualifications in the areas that matter most to the Village. The Wharton-Smith team offers Wellington a proven history at this facility, similar water treatment building projects, CMAR experience, local office and resources, and overall project approach.*

Wharton-Smith was founded in 1984 as a water/wastewater construction company and we have been serving public water utilities since that time. Shortly thereafter, in 1990, we expanded our reach into the commercial building sector. For the last 28 years, we have continued to build our reputation as a premier contractor in both of these market segments. Your project offers a unique blend of commercial and water treatment elements. Our diverse background will allow us to provide Wellington with:

- Proper Planning and Safe Execution of the Work
- A Seamless Conversion for Continued Customer Service
- Cost Certainty through All Phases of Design
- Maintenance of Plant Operations
- A Finished Product with the Highest Quality and Functionality



**A BLENDED FIRM**

**Wharton-Smith is a trusted past partner.** We had the honor of doing recent major expansions at both Wellington's wastewater treatment plant (completed 2012) and water treatment plant (completed 2008). Our commitment to meeting your quality standards and schedule requirements will not change with this project. The foundation of our relationship has been and always will be communication.

**Our local presence will enable us to best service the project and the Village of Wellington.** Wharton-Smith's Jupiter office (Palm Beach County) has been established for many years. This office is only 28 miles from the project site. The benefit to Wellington is the fastest response times and best customer service as we progress through design and construction. Being your local team will also allow us to provide the best finished product at the lowest cost.

**We will serve as your guide on this CMAR journey.** It is our responsibility to provide reliable and comprehensive data so that Wellington can make informed decisions on all design and construction items that influence cost, schedule, quality, or impacts to your operators. We have worked for dozens of City and County utilities for the last 34 years. That resume includes 55 water/wastewater CMAR projects for public clients. We are excited to leverage that experience to give Wellington the best possible CMAR experience.

With this proposal, Wharton-Smith is extending our hand as an offer to partner, once again, with Wellington on your project immediately upon our selection. As a vested firm on your project, our desire and efforts toward a successful outcome will match those of the Village. Your project comes with unique needs. Wellington requires and deserves a CMAR with the ability to address those requirements. We are ready to get started!

Sincerely,  
Wharton-Smith, Inc.

**Greg Williams**  
Project Director





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Tab 1

# Acknowledgement Form





# Acknowledgement Form

## SECTION 4 FORMS

### RFQ # 013-18/ED ACKNOWLEDGEMENT (TAB# 1)

To: Wellington  
12300 W Forest Hill Blvd  
Wellington, FL 33414

**Wharton-Smith, Inc.**

(Proposer)

agrees to provide CONSTRUCTION MANAGEMENT AT RISK SERVICES as defined in this Request for Qualifications document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned proposer has carefully examined the RFQ requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the CONSTRUCTION MANAGEMENT AT RISK SERVICES called for by the RFQ documents, in the manner prescribed therein and to the standards of quality and performance established by Wellington for the quality of service quoted.

The undersigned accepts the invoicing and payment policies specified in the RFQ.

Upon award of this RFQ, Wellington and Proposer each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFQ Documents.

The RFQ Document along with the attached sample agreement constitutes the entire agreement between Wellington and Proposer and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Proposer, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Dated this 23rd day of May, 2018  
(Month) (Year)



# Acknowledgement Form

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY


By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Social Security Number (OR) Taxpayer Identification Number (TIN): \_\_\_\_\_

CORPORATION

By:  / **Ronald F. Davoli**  
(Signature) (Print name)

Address: **125 W. Indiantown Road, Suite 201**  
**Jupiter, FL 33458**  
\_\_\_\_\_

Telephone: (**561**) **748-5956** Fax: (**561**) **748-5958**

Taxpayer Identification Number (TIN/EIN): **59-2392802**

State Under Which Corporation Was Chartered: **Florida**

Corporate President: **Ronald F. Davoli**  
(Print Name)

Corporate Secretary: **Devon A. Lewis**  
(Print Name)

Corporate Treasurer: **Ronald F. Davoli**  
(Print Name)





# Acknowledgement Form

Attest By: Devon A. Lewis  
Secretary

Signature:  Date: 5/23/18



Tab 2

# Drug Free Workplace Form





# Drug-Free Workplace Form

## DRUG-FREE WORKPLACE (TAB #2)

Preference may be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program may be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business must attest to the following:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. We inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**Wharton-Smith, Inc.**

COMPANY NAME

  
AUTHORIZED SIGNATURE

**Ronald F. Davoli**

NAME (PRINT OR TYPE)

**President/CEO**

TITLE





Tab 3

# Wellington Local Preference Policy



# Wellington Local Preference Policy

## LOCAL PREFERENCE (TAB #3)

### WELLINGTON LOCAL PREFERENCE

#### APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH VILLAGE OF WELLINGTON FLORIDA'S LOCAL PREFERENCE POLICY

Wellington gives preference to local businesses in certain purchasing situations as set forth in Chapter 9 of Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Chapter 9, of Wellington's Purchasing and Procurement Manual:

#### Chapter 9, LOCAL PREFERENCE

**Western Communities Local Business** - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent business location and headquarters within Wellington of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit "A" hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

**Palm Beach County local business** - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt there from. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

**Subcontractor utilization** - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which preference category your business is applying for:

☐ Western Communities Local Business

☒ Palm Beach County Local Business

☐ Subcontractor Utilization

1. The name of the business is: Wharton-Smith, Inc.

2. The address of the business is: 125 W. Indiantown Road, Suite 201, Jupiter, FL 33458

3. How long has the business been located at its current address: 27 years

4. If the business has relocated within the last six months, please provide the answers to questions 1-3 for the previous location:

5. The previous name of the business is: \_\_\_\_\_





# Wellington Local Preference Policy

6. The previous address of the business is: \_\_\_\_\_

7. How long was this business at the previous location: \_\_\_\_\_

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County ☒ (2) the following municipality: \_\_\_\_\_ (3) located in unincorporated Palm Beach County: ☐

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

**Please see the page following this form.**

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached. **Please see page 31 of this proposal.**


12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents. **Please see page 31 of this proposal.**

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number - 59-2392802 Applicants Business Address 125 W. Indiantown Rd. Ste 201

Jupiter, FL 33458

**Signature of Authorized Representative of Corporation, Partnership, or other business entity:**



Print Name: Ronald F. Davoli

Title: President/CEO

Date: May 23, 2018

CITY OF: Sanford

COUNTY OF: Seminole

SUBSCRIBED AND SWORN TO (or affirmed) before me on this 23rd day of May, 2018, by \_\_\_\_\_ He/She is personally known to me or has presented

\_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary)

Pamila Renee Evans

(Print or Stamp Name of Notary)

Notary Public Florida

(State)

Notary Seal







# Wellington Local Preference Policy

## Signature of Individual if Sole Proprietor:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

SUBSCRIBED AND SWORN TO (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by  
\_\_\_\_\_.

\_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

Notary Public \_\_\_\_\_  
(State)

Notary Seal



# Wellington Local Preference Policy



**ANNE M. GANNON**  
**CONSTITUTIONAL TAX COLLECTOR**  
*Serving Palm Beach County*  
**Serving you.**

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

125 West INDIANTOWN RD Ste 201  
JUPITER, FL 33458

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	SMITH TIMOTHY SCOT	CGC1511243	U17.662685 - 08/15/17	\$27.50	B40160216

This document is valid only when receipted by the Tax Collector's Office.

WHARTON SMITH INC  
WHARTON SMITH INC  
PO BOX 471028  
SANFORD, FL 32771

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2017/2018 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201364913**  
**EXPIRES: SEPTEMBER 30, 2018**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



Tab 4

# Conflict of Interest Form



# Conflict of Interest Form

## CONFLICT OF INTEREST STATEMENT (TAB# 4)

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

☒ To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

☒ To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

☒ To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

☒ To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

---

### CONFLICT:

☐ The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

Wharton-Smith, Inc.

COMPANY NAME

Ronald F. Davoli  
AUTHORIZED SIGNATURE

Ronald F. Davoli  
NAME (PRINT OR TYPE)

President/CEO  
TITLE





Tab 5

# Non-Collusion



# Non-Collusion

## NON-COLLUSION AFFIDAVIT (TAB# 5)

State of Florida

County of Seminole

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that such bid submittal is genuine and not collusive or sham, that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly, or indirectly, sought by agreement of collusion or communication or conference with any person, to fix the price of affiant or any other bidder, or to fix any overhead, profit of cost element of said price, or that of any other bidder, or to secure any advantage against the authority, of any person interested in the proposed contract and that all statements in said bid is true.

Wharton-Smith, Inc.

Name of Bidder

Ronald F. Davoli

Print name of designated signatory

[Signature]

Signature

President/CEO

Title

On this 23rd day of May, 2018, before me appeared \_\_\_\_\_ personally known to me to be the person described in and who executed this \_\_\_\_\_ and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed seal the day and year last written above.

\_\_\_\_\_  
Signature

Notary Public in and for the State of Florida

(Affix Seal Here)

Pamila Renee Evans

(Name Printed)

Residing at \_\_\_\_\_

My commission expires July 21, 2020





Tab 6

# Evidence of Insurance Certification



# Evidence of Insurance Certification

Client#: 26140

WHARTONS

**ACORD**<sup>TM</sup>

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Bouchard Insurance Inc.</b> <b>101 N Starcrest Dr.</b> <b>Clearwater, FL 33765</b> <b>727 447-6481</b>		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 727 447-6481</b> <b>FAX (A/C, No): 727 449-1267</b> <b>E-MAIL ADDRESS: certificates@bouchardinsurance.com</b>															
<b>INSURED</b> <b>Wharton-Smith, Inc.</b> <b>PO Box 471028</b> <b>Lake Monroe, FL 32747</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Amerisure Insurance Company</td> <td>19488</td> </tr> <tr> <td>INSURER B : Liberty Insurance Underwriters</td> <td>19917</td> </tr> <tr> <td>INSURER C : Starr Indemnity &amp; Liability Co</td> <td>38318</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance Co</td> <td>37885</td> </tr> <tr> <td>INSURER E : Berkley Assurance Company</td> <td>39462</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Amerisure Insurance Company	19488	INSURER B : Liberty Insurance Underwriters	19917	INSURER C : Starr Indemnity & Liability Co	38318	INSURER D : XL Specialty Insurance Co	37885	INSURER E : Berkley Assurance Company	39462	INSURER F :	
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### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL20361081301	04/01/2018	04/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA20361071301	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	100008433605	04/01/2018	04/01/2019	EACH OCCURRENCE \$20,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y	Y	1000585014181	04/01/2018	04/01/2019	AGGREGATE \$20,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC203610912	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Rented Equipment			UM00024961MA18A	04/01/2018	04/01/2019	2,000,000
E	Pollution Liab			PCADB50038590418	04/01/2018	04/01/2019	5,000,000
E	Professional Liab			PCADB50038590418	04/01/2018	04/01/2019	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


**COMPLETE CERTIFICATE HOLDER(S):** Village of Wellington, Architect and any other individuals or entities as required in the contract documents

**RFQ # 013-18/ED;** Construction Manager at Risk for Water Treatment Plant Warehouse, Generator Storage, Field Services Building Modifications, and Miscellaneous Architectural, Security and Site Improvements

(See Attached Descriptions)

### CERTIFICATE HOLDER

### CANCELLATION

<b>Village of Wellington</b> <b>Purchasing Office</b> <b>12300 Forest Hill Blvd</b> <b>Wellington, FL 33414</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

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ACORD 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACORD  
#S862421/M844168

JANFI







# Evidence of Insurance Certification

## DESCRIPTIONS (Continued from Page 1)

Certificate holder is additional insured as respects General Liability, Automobile Liability and Excess/Umbrella Liability only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.

Coverage is primary as respects to General Liability Automobile Liability and non-contributory as subject to the terms, conditions and exclusions of your policy.

Waiver of subrogation applies in favor of certificate holder as respects General Liability, Automobile Liability and Workers Compensation only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.

It is agreed by endorsement to the General Liability, Automobile Liability and Workers Compensation policies that these policies shall not be cancelled by the insurance carrier without first giving thirty (30) days prior written notice except for nonpayment of premium or if the first named insured elects to non renew.

Blanket Loss Payee applies for Rented and Leased Equipment.

Rented and Leased Equipment deductible:

\$2,500 standard deductible.

2% subject to \$10K minimum deductible applies to all rented cranes, directional boring equipment and items valued over \$750,000



# Evidence of Insurance Certification

## BUILDER'S RISK COVERAGE

**NAMED INSURED:** Wharton-Smith, Inc.  
**COMPANY:** XL Specialty Insurance Company  
**NAIC #37885** AM Best Rating: A (Excellent), XV (\$2 Billion or greater)  
**POLICY TERM:** 4/1/2018-4/1/2019  
**POLICY NUMBER:** UM00024960MA18A

### COVERED PROPERTY AND PREMISES DESCRIPTION

New construction and remodeling of waste water treatment plans; new construction and non-structural renovations of commercial buildings at various premises within the state of Georgia, Florida, North Carolina, South Carolina, Virginia, Mississippi, Alabama, Louisiana, Texas and Tennessee

### SUMMARY

COVERAGE	LIMIT OF INSURANCE
Covered Property at Premises Described Above – Consisting of Frame or Joisted Masonry Construction	\$2,500,000
Covered Property at Premises Described Above – Consisting of Non-Combustible, Masonry Non-Combustible, Semi Fire-Resistive and Fire-Resistive Construction (Including Water Treatment Plants Except on Islands)	\$50,000,000
Covered Property at Premises Described Above – On Islands (Water Treatment Plant Projects Only)	\$5,000,000
Soft Costs	\$1,000,000

### DEDUCTIBLE OR WAITING PERIOD

COVERAGE	DEDUCTIBLE OR WAITING PERIOD
All Coverages Unless Otherwise Specified Below	\$2,500
Named Storm – On Islands	\$1,000,000
Named Storm – Water Treatment Plant Projects Only	2%, Subject to \$2,500 Minimum
Named Storm – Frame, Joisted Masonry or Non-Combustible Construction	5%, Subject to \$2,500 Minimum
Named Storm – Masonry Non-Combustible, Semi Fire-Resistive or Fire-Resistive Construction	2%, Subject to \$2,500 Minimum
Flood – Zones C or X (Unshaded)	\$25,000
Flood – Zone B or Shaded X	\$50,000
Flood – All Other Zones and Water Treatment Projects on Islands	\$500,000





# Evidence of Insurance Certification

## SUBLIMITS

COVERAGE	LIMIT OF INSURANCE
Flood – Per Occurrence – Zone C or Unshaded X	\$50,000,000
Flood – Per Occurrence – Zones B & Shaded X	\$15,000,000
Flood – Per Occurrence – All Other Zones	\$1,000,000
Flood – Per Occurrence – Islands (Waste Water Treatment Plants Only)	\$500,00
Flood Annual Aggregate	\$50,000,000
Earth Movement and Volcanic Eruption – Pacific Northwest Seismic Area, High Hazard Seismic Zones	\$1,000,000
Earth Movement and Volcanic Eruption – New Madrid Seismic Area	\$10,000,000
Earth Movement and Volcanic Eruption – Per Occurrence	\$50,000,000
Earth Movement and Volcanic Eruption – Annual Aggregate	\$50,000,000
Windstorm or Hail – Premises Located on Islands	\$2,500,000

## COVERAGE TERMS

- ◆ Maximum Limit of Insurance: \$50,000,000
- ◆ Valuation Clause: Replacement Cost
- ◆ Co-Insurance: 0%
- ◆ Additional Coverages – Testing: Electrical, Mechanical, Pneumatic and Hydrostatic
- ◆ Equipment Breakdown Endorsement
- ◆ Loss of Use Coverage Endorsement
- ◆ Permission to Occupy Endorsement
- ◆ Additional Coverage Limit for Valuable Papers - \$250,000



# Evidence of Insurance Certification

ADDITIONAL COVERAGE	LIMIT OF INSURANCE
Contract Penalty	\$250,000
Debris Removal	\$500,000 / 25%
Extra and Expediting Expenses	\$50,000
Fire Department Service Charge	\$25,000
Fire Protection Systems	\$25,000
Increase in Construction Costs	\$200,000 / 10%
Landscaping and Signs	\$100,000
Limited Coverage for "Fungi", Wet Rot and Dry Rot	\$25,000
Loss Adjustment Expenses	\$5,000
Demolition Cost and Increased Cost of Construction	\$500,000
Pollutant Cleanup and Removal	\$25,000
Preservation of Property	Covered
Property in the Open	\$25,000
Property that Supports your Business	\$50,000
Reimbursement for Returning Stolen Property	\$10,000
Reward Coverage	\$5,000
Site Preparation	Covered
Sewer and Drain Backup	Covered
Sinkhole Collapse	Covered
Temporary Premises	\$1,000,000
Temporary Structures	\$25,000
Transit	\$1,000,000
Unintentional Errors and Omissions	\$25,000
Virus, Harmful Code or Similar Instruction	\$10,000
Voluntary Parting	\$25,000



# Evidence of Insurance Certification

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT – FORM A**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

<b>Policy Number</b> GL20361081301	<b>Agency Number</b>	<b>Policy Effective Date</b> 04/01/2018
<b>Policy Expiration Date</b> 04/01/2019	<b>Date</b>	<b>Account Number</b>
<b>Named Insured</b> Wharton-Smith, Inc.	<b>Agency</b>	<b>Issuing Company</b>

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
  - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
  - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b. The written contract, written agreement, or certificate of insurance must:
  - (1) Require additional insured status for a time period during the term of this policy; and
  - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c. If, however:
  - (1) "Your work" began under a letter of intent or work order; and
  - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
  - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
  - a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
    - (1) Premises you:
      - (a) Own;
      - (b) Rent;
      - (c) Lease; or
      - (d) Occupy;
    - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

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- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
  - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and
  - (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires "arising out of" language; or
  - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph 2.a. above is replaced by "arising out of".

- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
  - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
  - (3) Both those endorsements with either of those edition dates; or
  - (4) Either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph 2.a. above applies.

- d. Premises, as respects paragraph 2.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs 2.a.(1)(b) or 2.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
  - (1) Written contract;
  - (2) Written agreement;
  - (3) Certificate of insurance; or
  - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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# Evidence of Insurance Certification

- g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
- (1) The preparing, approving, or failing to prepare or approve:
    - (a) Maps;
    - (b) Drawings;
    - (c) Opinions;
    - (d) Reports;
    - (e) Surveys;
    - (f) Change orders;
    - (g) Design specifications; and
  - (2) Supervisory, inspection, or engineering services.
- h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:
4. **Other Insurance.**
- Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:
- a. Primary;
  - b. Excess;
  - c. Contingent; or
  - d. On any other basis;
- but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.
- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

**Name of Person or Organization:** Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.



# Evidence of Insurance Certification

NAMED INSURED: Wharton-Smith, Inc.

POLICY NUMBER: GL20361081301

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. EXCLUSIONS**, provisions **1.** through **7.** of this endorsement amend the policy as follows:

#### 1. LIQUOR LIABILITY

Exclusion **c. Liquor Liability** is deleted.

#### 2. POLLUTION - HEATING AND AIR CONDITIONING EQUIPMENT

Exclusion **f. Pollution** or any additional pollution exclusion attached to this Coverage Form shall not apply to "Bodily injury" if sustained within a building that is or was at any time owned or occupied by or rented or loaned to any insured and caused by smoke, fumes, vapor or soot from equipment used to heat or cool the building.

#### 3. NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph **(2)** is deleted and replaced with the following:

**(2)** A watercraft you do not own that is:

- (a)** Less than 51 feet long; and
- (b)** Not being used to carry persons or property for a charge;

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph **(6)** is added as follows:

**(6)** An aircraft that you do not own that is:

- (a)** Hired;
- (b)** Rented; or
- (c)** Loaned to you;

with paid crew for a period of five (5) consecutive days or less.

Paragraph **(6)** does not apply if the insured has any other insurance for "bodily injury or "property damage" liability for such aircraft, whether such other insurance is primary, excess, contingent or on any other basis.

#### 4. PREMISES ALIENATED

**A.** Exclusion **j. Damage to Property**, paragraph **(2)** is deleted.

**B.** The following paragraph is also deleted from Exclusion **j. Damage to Property**:

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you

#### 5. PROPERTY DAMAGE LIABILITY - ELEVATORS AND SIDETRACK AGREEMENTS

**A.** Exclusion **j. Damage to Property**, paragraphs **(3)**, **(4)**, and **(6)** do not apply to the use of elevators.

**B.** Exclusion **k. Damage to Your Product** does not apply to:

- 1.** The use of elevators; or
- 2.** Liability assumed under a sidetrack agreement.

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# Evidence of Insurance Certification

## 6. PROPERTY DAMAGE LIABILITY - BORROWED EQUIPMENT

- A. Exclusion **j. Damage to Property**, paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
- B. With respect to any one borrowed equipment item, provision **6.A.** above does not apply to "property damage" that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

## 7. PRODUCT RECALL EXPENSE

- A. Exclusion **n. Recall Of Products, Work Or Impaired Property** does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". This exception to the exclusion does not apply to "product recall expenses" resulting from:
  - 1. Failure of any products to accomplish their intended purpose;
  - 2. Breach of warranties of fitness, quality, durability or performance;
  - 3. Loss of customer approval or any cost incurred to regain customer approval;
  - 4. Redistribution or replacement of "your product", which has been recalled, by like products or substitutes;
  - 5. Caprice or whim of the insured;
  - 6. A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;
  - 7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
  - 8. Recall of "your product(s)" that have no known or suspected defect solely because a known or suspected defect in another of "your product(s)" has been found.
- B. Under **SECTION III – LIMITS OF INSURANCE**, paragraph 3. is replaced in its entirety as follows and paragraph 8. is added:
  - 3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:
    - a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and
    - b. "Product recall expenses".
  - 8. Subject to paragraph 5. above, \$25,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.

The insurance afforded by provisions 1. through 7. of this endorsement is excess over any valid and collectible insurance (including any deductible) available to the insured whether primary, excess or contingent, and **SECTION IV.**, paragraph 4. **Other Insurance** is changed accordingly.

## 8. CONTRACTUAL LIABILITY - PERSONAL AND ADVERTISING INJURY

Under **SECTION 1 - COVERAGE B.**, paragraph 2. **Exclusions**, paragraph **e. Contractual Liability** is deleted.

## 9. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, paragraphs 1.b. and 1.d. are deleted and replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

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# Evidence of Insurance Certification

## 10. BROADENED WHO IS AN INSURED

**SECTION II - WHO IS AN INSURED** is deleted and replaced with the following:

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1) (a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services except as provided in provision 11. of this endorsement.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by;
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by  
you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only;
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.

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- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.
- e. Your subsidiaries if:
  - (1) They are legally incorporated entities; and
  - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.
- f. Any person or organization other than an architect, engineer, or surveyor, which requires in a "work contract" that such person or organization be made an insured under this policy. However, such person or organization shall be an insured only with respect to covered "bodily injury," "property damage," and "personal and advertising injury" that results from "your work" under that "work contract." The coverage afforded to such people or organization will continue only for a period of thirty (30) days after the effective date of the applicable "work contract" or, until the end of the policy term, whichever is earlier. However, if you report to us within the 30-day period stated above the name of the person or organization, as well as the nature of the "work contract" involved, the coverage afforded under this Coverage Form to such people or organization shall continue until the expiration of this policy. This paragraph f. does not apply if form CG 70 48, Contractors Blanket Additional Insured Endorsement, is attached to the policy.
- g. Any person or organization to whom you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the maintenance or use of that part of any premises leased to you, including common or public areas about such premises if so required in the contract.  
However, no such person or organization is an insured with respect to:
  - (1) Any "occurrence" that takes place after you cease to occupy those premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- h. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.  
However, no state or political subdivision is an insured with respect to:
  - (1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- i. Any person or organization who is the lessor of equipment leased to you to whom you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use by you of such equipment.  
However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.
- j. Any architect, engineer, or surveyor engaged by you but only with respect to liability arising out of your premises or "your work."  
However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specification; or
  - (2) Supervisory, inspection, or engineering services.

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This paragraph **j.** does not apply if form CG 70 48, Contractors Blanket Additional Insured Endorsement, is attached to the policy.

- k.** Any manager, owner, lessor, mortgagee, assignee or receiver of premises, including land leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises or land leased to you.

However, no such person or organization is an insured with respect to:

- (1)** Any "occurrence" that takes place after you cease to occupy that premises, or cease to lease the land; or
  - (2)** Structural alteration, new construction or demolition operations performed by or on behalf of that person or organization.
- 3.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a.** Coverage under this provision is afforded until the end of the policy period.
  - b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
  - c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d.** Coverage **A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
- 4.** Any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, is an insured but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

- a.** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
- b.** Any express warranty unauthorized by you;
- c.** Any physical or chemical change in "your product" made intentionally by the vendor;
- d.** Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e.** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- f.** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";
- g.** "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

This insurance does not apply to any insured person or organization from which you have acquired "your products", or any ingredient, part of container, entering into, accompanying or containing "your products".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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## 11. INCIDENTAL MALPRACTICE LIABILITY

As respects provision 10., **SECTION II - WHO IS AN INSURED**, paragraph 2.a.(1)(d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services, and your "employee" does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under **SECTION III - LIMITS OF INSURANCE**, provisions 12. and 13. of this endorsement amend the policy as follows:

## 12. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

## 13. INCREASED MEDICAL PAYMENTS LIMIT AND REPORTING PERIOD

- A. The requirement under **SECTION I - COVERAGE C MEDICAL PAYMENTS** that expenses be incurred and reported to us within one year of the date of the accident is changed to three years.
- B. **SECTION III - LIMITS OF INSURANCE**, paragraph 7., the Medical Expense Limit, is subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** and is the greater of:
  - 1. \$10,000; or
  - 2. The amount shown in the Declarations for Medical Expense Limit.
- C. This provision 13. does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

## 14. LEGAL LIABILITY (SPECIFIC PERILS)

- A. The word fire is changed to "specific perils" where it appears in:
  - 1. The last paragraph of **SECTION I - COVERAGE A**, paragraph 2. **Exclusions**;
  - 2. **SECTION IV**, paragraph 4.b. **Excess Insurance**.
- B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."
- C. The Damage To Premises Rented To You Limit described in **SECTION III - LIMITS OF INSURANCE**, paragraph 6., is replaced by a new limit, which is the greater of:
  - 1. \$300,000; or
  - 2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.
- D. This provision 14. does not apply if the Damage To Premises Rented To You Liability of **SECTION I - COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions 15. through 17. of this endorsement amend the policy as follows:

## 15. KNOWLEDGE OF OCCURRENCE

Under 2. **Duties In The Event Of Occurrence, Offense, Claim, Or Suit**, paragraph a. is deleted and replaced and paragraphs e. and f. are added as follows:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

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# Evidence of Insurance Certification

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.
- f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
  - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.
- 16. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**
- Paragraph 6. **Representations** is deleted and replaced with the following:
- 6. Representations**
- By accepting this policy, you agree:
- a. The statements in the Declarations are accurate and complete;
  - b. Those statements are based upon representations you made to us;
  - c. We have issued this policy in reliance upon your representations; and
  - d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.
- We will not deny coverage under this coverage part if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by the Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.
- 17. BLANKET WAIVER OF SUBROGATION**
- Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:
8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.
- 18. EXTENDED NOTICE OF CANCELLATION AND NONRENEWAL**
- Paragraph 2. b. of A. **Cancellation** of the **COMMON POLICY CONDITIONS** is deleted and replaced with the following:
- b. 60 days before the effective date of the cancellation if we cancel for any other reason.
- Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 9. **When We Do Not Renew** is deleted and replaced with the following:
- 9. When We Do Not Renew**
- If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- If notice is mailed, proof of mailing will be sufficient proof of notice.

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## 19. MOBILE EQUIPMENT REDEFINED

Under **SECTION V - DEFINITIONS**, paragraph 12. "Mobile equipment", paragraph f. (1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

## 20. LIMITED ELECTRONIC DATA LIABILITY

### A. The following paragraph is added to **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **Coverage A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$25,000.

### B. For this provision 20. only, **SECTION V – DEFINITIONS**, paragraph 17. "Property Damage" is replaced by the following:

#### 17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of "electronic data". Loss of "electronic data" means loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

## 21. DEFINITIONS

### 1. **SECTION V – DEFINITIONS**, paragraph 4. "Coverage territory" is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

### 2. **SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media used with electronically controlled equipment.

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a. Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b. Stationery, envelopes, production of announcements and postage or facsimiles;
- c. Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d. Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
- e. Rental of necessary additional warehouse or storage space;
- f. Packaging of or transportation or shipping of defective products to the location you designate; and

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- g.** Disposal of "your products" that cannot be reused. Disposal expenses do not include:
- (1)** Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and
  - (2)** Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

"Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

"Work contract" means a written agreement between you and one or more parties for work to be performed by you or on your behalf.

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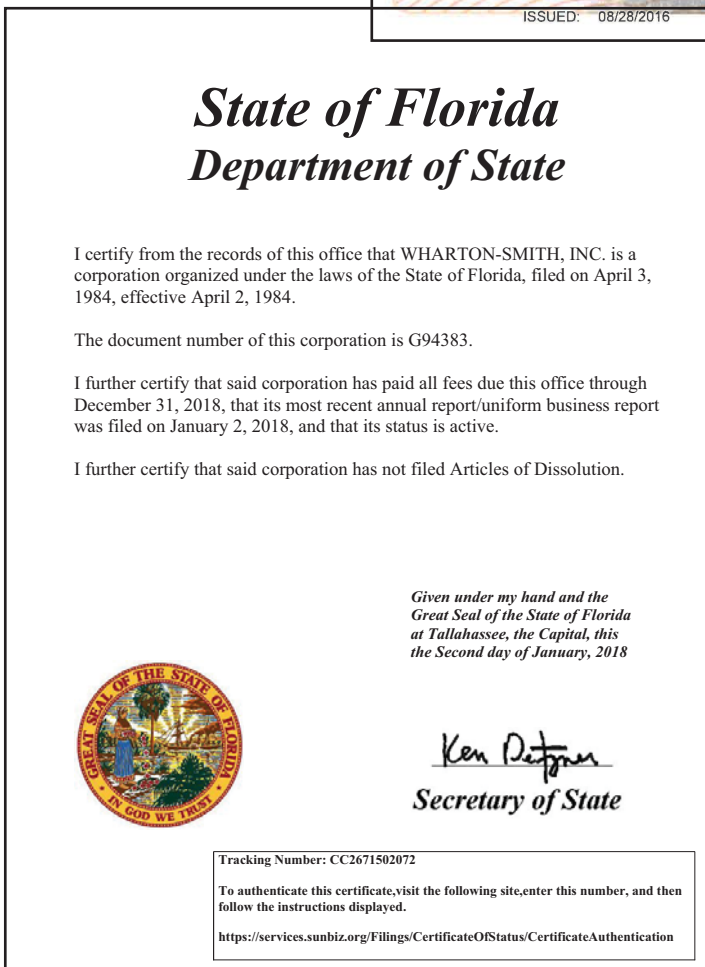
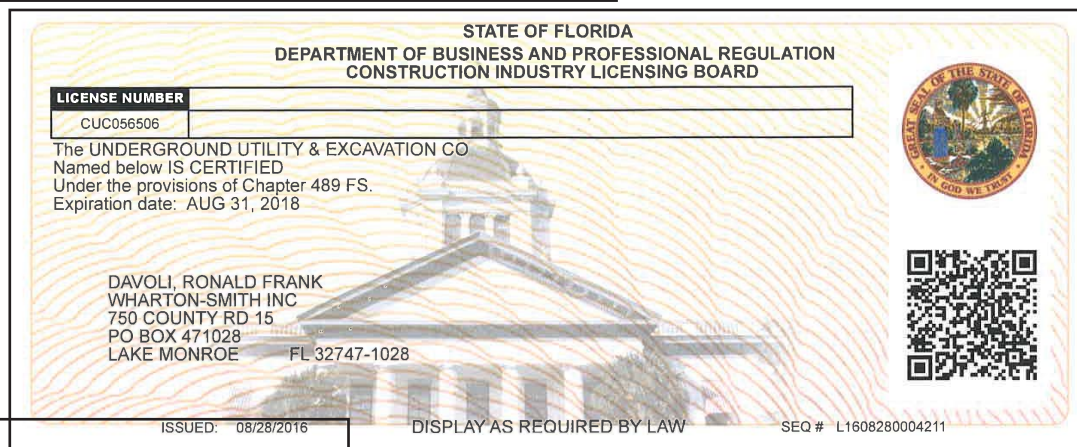
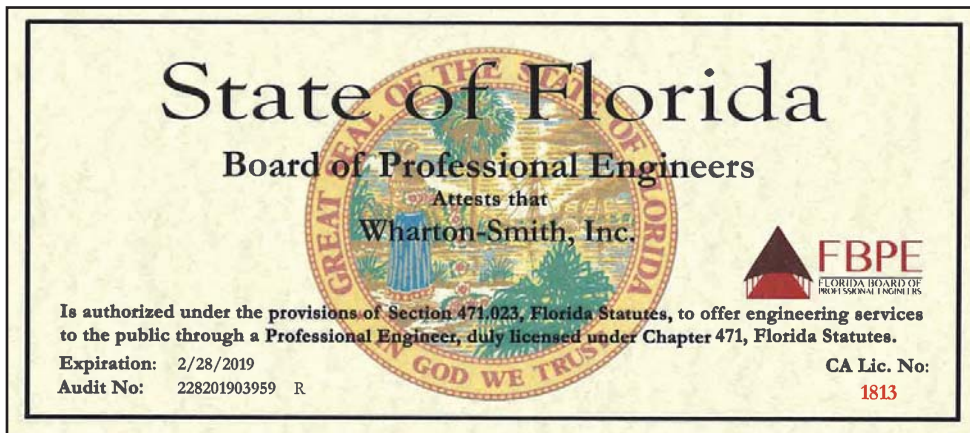
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## Tab 7

# Current Licenses/Certifications/Registrations of the Firm and Subconsultants





## Tab 8

# Firm Information, Contract Manager; Approach and Methodology





# Firm Info, Contract Manager, Approach and Methodology

## Overview of Firm, Location of Corporate Headquarters & Branch Offices



**George E. Smith (left) - Chairman of the Board;**  
**Ronald F. Davoli (right) - President / CEO**

**Wharton-Smith, Inc.** is a privately held corporation founded in 1984 in Sanford, Florida founded by George Smith and Bill Wharton, who envisioned growing a company that would encompass strong work ethics and have a positive impact within the communities that we serve. A Top 400 ENR Contractor, with a strong financial backing, Wharton-Smith continues to uphold those founding ideals under the leadership of Ron Davoli, President / CEO. As a result, the firm has built a solid reputation throughout Florida, the Southeast U.S. and the Caribbean.

General contracting services is what Wharton-Smith was founded on 34 years ago. With over 150 craftsmen company-wide, we have some of the most experienced and qualified builders in the southeast. We also have the ability to self-perform, which is often advantageous in allowing more control of the schedule and sequencing of work to be performed. Headquartered in Sanford, Wharton-Smith operates five regional branch offices in Gulfport,

Mississippi; Baton Rouge, Louisiana; Charlotte, North Carolina, and Florida offices in Jupiter, Fort Myers, and Tampa. We employ a qualified team of approximately 550 construction professionals comprised of construction managers, project estimators, superintendents, engineers, craftsman, and other various construction specialists.

With a focus on building communities, we specialize in constructing water, entertainment schools (K-12 and higher ed), community centers, parks and recreation, public safety, religious, and sports projects - all the things a community needs to thrive. We take tremendous pride in what we build and are committed to delivering superior services to our clients.

A company's character is revealed in what it does. At Wharton-Smith, strong core values are just as important as business acumen and operations skills. Wharton-Smith was built upon a clear set of core values that hold true today – honesty, integrity, trust, fairness and quality. These values are instilled in the people we hire and the projects we build, allowing us to make a positive difference in the lives of our clients, our employees, and those in the communities where we live and work. Improving the quality of life wherever we do business is part of our heritage and culture, and is an indispensable part of achieving our vision – **to be the construction group of choice.**

**Our Vision...**to be the construction group of choice for our employees, our clients, and the communities we serve.

**Our Mission...**to exceed our clients' expectations by performing with the highest quality professionalism and fairness and by communicating with honesty and integrity at all times.

Wharton-Smith is headquartered in Sanford, Florida and currently operates five branch offices throughout Florida and the southeastern United States as noted below. This project will be managed out of our Jupiter office.

### **Wharton-Smith Corporate Office:**

#### **Sanford (Orlando), Florida**

750 Monroe Road, Sanford, FL 32771  
Tel: 407.321.8410 • Fax: 407.829.4453

### **Wharton-Smith additional offices:**

#### **Tampa, Florida**

4912 W. LaSalle St., Tampa, FL 33607  
Tel: 813.288.0068 • Fax: 813.288.0371

#### **Charlotte, North Carolina**

5601 - 77th Center Dr., Ste. 120, Charlotte, NC 28217  
Tel: 704.525.5695 • Fax: 704.525.5697

#### **Fort Myers, Florida**

18521 Three Oaks Parkway, Fort Myers, FL 33967  
Tel: 407.402.0120

### **Wharton-Smith Local Office:**

#### **Jupiter, Florida**

125 W. Indiantown Rd. Ste. 201, Jupiter, FL 33458  
Tel: 561.748.5956 • Fax: 561.748.5958

#### **Gulfport, Mississippi**

1087 East Pass Rd., Gulfport, MS 39507  
Tel: 228.284.2068 • Fax: 228.284.2117

#### **Baton Rouge, Louisiana**

17474 Opportunity Ave., Baton Rouge, LA 70817  
Tel: 225.754.0550 • Fax: 225.754.0578





# Firm Info, Contract Manager, Approach and Methodology



## Greg Williams, *Contract Manager / Project Director*

Gregory's duties include primary customer contact, forecasting of revenue, final cost projections, invoicing, change order management, estimating, subcontract management, project scheduling, management of project engineers, and purchasing of major materials and equipment.

### Select Relevant Projects:

#### KEY QUALIFICATIONS

16 years of construction experience

#### YEARS OF EXPERIENCE

2—Wharton-Smith  
16—Total

#### EDUCATION

B.S., Mechanical Engineering, Southern University and A&M College

#### REGISTRATIONS / LICENSES / CERTIFICATIONS

State of Florida  
General Contractor,  
CGC1519024

State of Florida  
Mechanical Contractor,  
CMC1250135

US Army Corps of  
Engineer's Quality  
Control Management  
Certification

- ◆ Wellington WWTF Expansion, Village of Wellington, FL (\$21.4 million)
- ◆ Wellington WWTP Headworks Repairs, Village of Wellington, FL (\$375,000)
- ◆ Reclaimed Water & Disinfection Facilities, Village of Wellington, FL (\$1.2 million)
- ◆ Odor Control Improvements Southern Regional and Plant #3, Palm Beach County Utilities, FL (\$2.8 million)
- ◆ Jupiter Western Repump Station Emergency Power/Repump Facility, Town of Jupiter, FL (\$2.3 million)
- ◆ Jupiter Central Blvd. High Service Pump, Town of Jupiter, FL (\$2 million)
- ◆ Wastewater Treatment Plant Expansion, Immokalee Water & Sewer District, FL (\$7.2 million)
- ◆ Reclaimed Water Storage & Pumping Facility Water Storage and Pumping Facilities, Village of Boca Raton, FL (\$4 million)
- ◆ Reverse Osmosis Water Treatment Plant Expansions, Village of Tequesta, FL (\$2.5 million)
- ◆ Wastewater Treatment Plant Facility Capital Improvements, Village of Stuart Facilities, FL (\$4.3 million)





# Firm Info, Contract Manager, Approach and Methodology



## James Contino, *Project Manager*

James has over 16 years experience in the construction business, working on various projects in the Water and Water/ Waste Water industries. His responsibilities include construction management of several water and wastewater municipal projects ranging up to \$20 million. Duties include: primary client contact, shop drawing review, document control, change orders, invoicing, scheduling, permitting, subcontracts and purchase orders, job planning, administration, start-up process, and close out of the job.

### KEY QUALIFICATIONS

16 years of construction experience

### EDUCATION

B.S., Construction Management & Engineering, SUNY College of Environmental Science & Forestry

### YEARS OF EXPERIENCE

3—Wharton-Smith  
16—Total

### REGISTRATIONS / LICENSES / CERTIFICATIONS

OSHA 30-Hour  
Fall Protection  
Scaffolding  
Trenching/Excavating  
Risk Management

### Select Relevant Projects:

- ◆ KLWTD Chemical Upgrades, Key Largo Wastewater Treatment District, FL (\$400,000)
- ◆ Vacuum Station E Tank Rehab, KLWTD, FL (\$207,750)
- ◆ KLWTD Blower Upgrades, KLWTD, FL (\$1.7 million)
- ◆ MCU - Generator Exhaust Modifications, Martin County, FL (\$449,425)
- ◆ MCU - WTP Accelerator Demolition, Martin County, FL (\$140,000)
- ◆ MCU N. WWTP Headworks Improvements, Martin County, FL (\$1.4 million)
- ◆ KWRU WWTP Filter Replacement, Key West Regional Utility Authority, FL (\$932,000)
- ◆ Coral Springs East & West Booster Pump Station Rehab, Village of Coral Springs, FL (\$1,987,918)
- ◆ RO Booster Pumps VFD Improvements, Village of Melbourne, FL (\$656,963)
- ◆ Springtree WTP Rehab, Village of Sunrise, FL (\$3,407,287)







## Guy Diorio, *Project Superintendent*

Guy is responsible for supervision and coordination of the day-to-day activities of the subcontractors and Wharton-Smith employees. He will oversee safety & building inspections, schedule requirements and quality compliance. Guy will complete daily reports, two-week look ahead schedules, weekly jobsite meetings, material delivery coordination, storage and installation requirements, project final quality and start up planning.

### KEY QUALIFICATIONS

33 years of construction experience

### YEARS OF EXPERIENCE

10—Wharton-Smith  
33—Total

### REGISTRATIONS / LICENSES / CERTIFICATIONS

Certified Florida Building

Contractors License

CPR, First Aid and Safety

OSHA - 10 Hour

Competent Person:

- Confined Space Entry
- Trenching & Excavation
- Scaffolding
- Fall Protection
- Intermediate MOT

Certification

- Lull, Forklift

Member of ABC

Member of AGC

### Select Relevant Projects:

- ◆ Wellington WWTF Expansion, Village of Wellington, FL (\$21.4 million)
- ◆ Wellington WWTP Headworks Repairs, Village of Wellington, FL (\$375,000)
- ◆ SWA Injection Well Pump Station, Solid Waste Authority of Palm Beach County, FL (\$1.6 million)
- ◆ Southwest WTP Rehabilitation, Village of Sunrise, FL (\$13.8 million)
- ◆ West Regional WWTF, Indian River County, FL (\$23 million)
- ◆ KLWTD Chemical Upgrades, Key Largo Wastewater Treatment District, FL (\$400,000)
- ◆ KLWTD Biosolids Digester, Key Largo Wastewater Treatment District, FL (\$4 million)
- ◆ Cudjoe Key AWRF, Cudjoe Key, FL (\$21.9 million)
- ◆ KWRU WWTP Expansion, Key West Utility Corporation, FL (\$4.3 million)
- ◆ Key West George Street Stormwater Basin, Key West, FL (\$3.2 million)
- ◆ East Central Regional Water Reclamation Facility, NextEra Energy (FP&L), FL (\$17 million)





# Firm Info, Contract Manager, Approach and Methodology



## Tom Widener, *Construction Manager*

Tom is responsible for the overall management of the construction aspect of the project and for providing daily leadership to the project team. During the preconstruction phase, he assists with bid packages, schedules, constructability reviews, value engineering, and site logistics. During the construction phase, he oversees construction activities which include scheduling, quality control, cost control, change orders, and close-out.

### KEY QUALIFICATIONS

24 years of construction experience

### YEARS OF EXPERIENCE

19—Wharton-Smith  
24—Total

### EDUCATION

B.A., Business Marketing, University of Central Florida

A.A., General Studies, Valencia State College

### REGISTRATIONS / LICENSES / CERTIFICATIONS

OSHA 30-Hour

### Select Relevant Projects:

- ◆ Daytona Blind Services District Office, Daytona Beach, FL (\$1.16 million)
- ◆ Emergency Life Safety Roofing, Orange County Public Schools, Orange County, FL (\$9.4 million)
- ◆ Dr. W.J. Creel Elementary School HVAC Renovation, School Board of Brevard County, Melbourne, FL (\$1.2 million)
- ◆ Windermere High School, Orange County Public Schools, Windermere, FL (\$70.2 million)
- ◆ Maxey Elementary School Immediate Needs Renovation, Orange County Public Schools, Orlando, FL (\$2 million)
- ◆ Lakeview Middle School Additions and Renovations, Orange County Public Schools, Orlando, FL (\$23 million)
- ◆ Bay Meadows Elementary School Addition & Renovation, Orange County Public Schools, Orlando, FL (\$15 million)
- ◆ Cypress Creek High School Comprehensive Project, Orange County Public Schools, Orlando, FL (\$42 million)
- ◆ The Replacement School at Oak Ridge High School, Orange County Public Schools, Orlando, FL (\$54 million)
- ◆ Westshore Jr./Sr. High School Addition & Renovation, Brevard County Public Schools, Melbourne, FL (\$8.6 million)
- ◆ Kennedy Space Center Hangar Phase 2, AE Patrick Airforce Base, NASA, Cocoa, FL (\$543,000)



## Nathan Hillard, *Preconstruction Svcs. Manager*

As Senior Preconstruction Manager, Nate will handle all tasks associated with pre-construction services. He will provide design and constructability reviews on all drawing phases (60%, 90%, 100%). Nate will oversee all cost estimates and the project tracks toward the GMP. He will also provide value engineering concepts that will be presented to the team for review.

### Select Relevant Projects:

- ◆ Southern Regional Water Supply Facility, Orange County, FL (\$30.1 million)
- ◆ Markham Regional Water Treatment Plant Upgrades
- ◆ West Mitchell Hammock Road Water Treatment Plant Phase 1 & 2, Oviedo, FL (\$9.4 million)
- ◆ Tarpon Springs Alternate Water Supply, Tarpon Springs, FL (\$35.9 million)
- ◆ Southeast Regional Water Treatment Plant Upgrades, Winter Park, FL (\$22 million)
- ◆ South Regional Reverse Osmosis Water Treatment Plant, Palm Bay, FL (\$16 million)

### KEY QUALIFICATIONS

Extensive background experience in project management and water treatment projects

### YEARS OF EXPERIENCE

14—Wharton-Smith  
16—Total

### EDUCATION

B.S., Civil Engineering,  
University of Central  
Florida

### REGISTRATIONS / LICENSES / CERTIFICATIONS

OSHA 40-Hour  
Standard First Aid/CPR



**Tarpon Springs Alternate  
Water Supply**



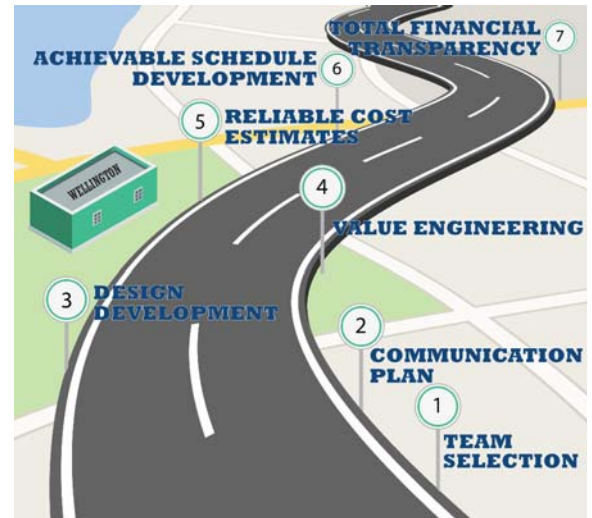
# Firm Info, Contract Manager, Approach and Methodology

## Contract Approach and Methodology

### CONSTRUCTION MANAGER AT RISK (CMAR) APPROACH

It is imperative that your CMAR team has a plan, or roadmap, on how to get through the design process while managing to stay “on track” in regards to the project cost, schedule, functionality, and quality. There are multiple variables at play, good or bad, and we must use our proven methods throughout all phases of preconstruction to guarantee a successful outcome.

The Wharton-Smith team offers Wellington unsurpassed experience in navigating any curves in the road. We have helped several municipalities throughout Florida on their CMAR experience, and many of them never go back. A successful CMAR project begins as a journey, with the Village of Wellington in the driver’s seat. Our team will serve as your guide and help steer the entire way along the journey, ensuring that the Village has the information and options available, at every turn, to make well informed decisions. Let’s get started!



### PRECONSTRUCTION PHASE SERVICES

Our role in the project begins with a kick off meeting to review the project scope, schedule and budget. From the start we want to be certain we understand your expectations on these areas of the project. Our approach to pre-construction services is to focus on our three core responsibilities: design review (constructability and VE included), comprehensive cost estimates, and preliminary construction schedules. While schedule is critical on your project, we will not ignore our opportunities for value engineering. However, it is important that value engineering ideas can be implemented without impacting the schedule. The goal is to provide the Village with value engineering concepts that are value adding, non-schedule impacting, and viable.





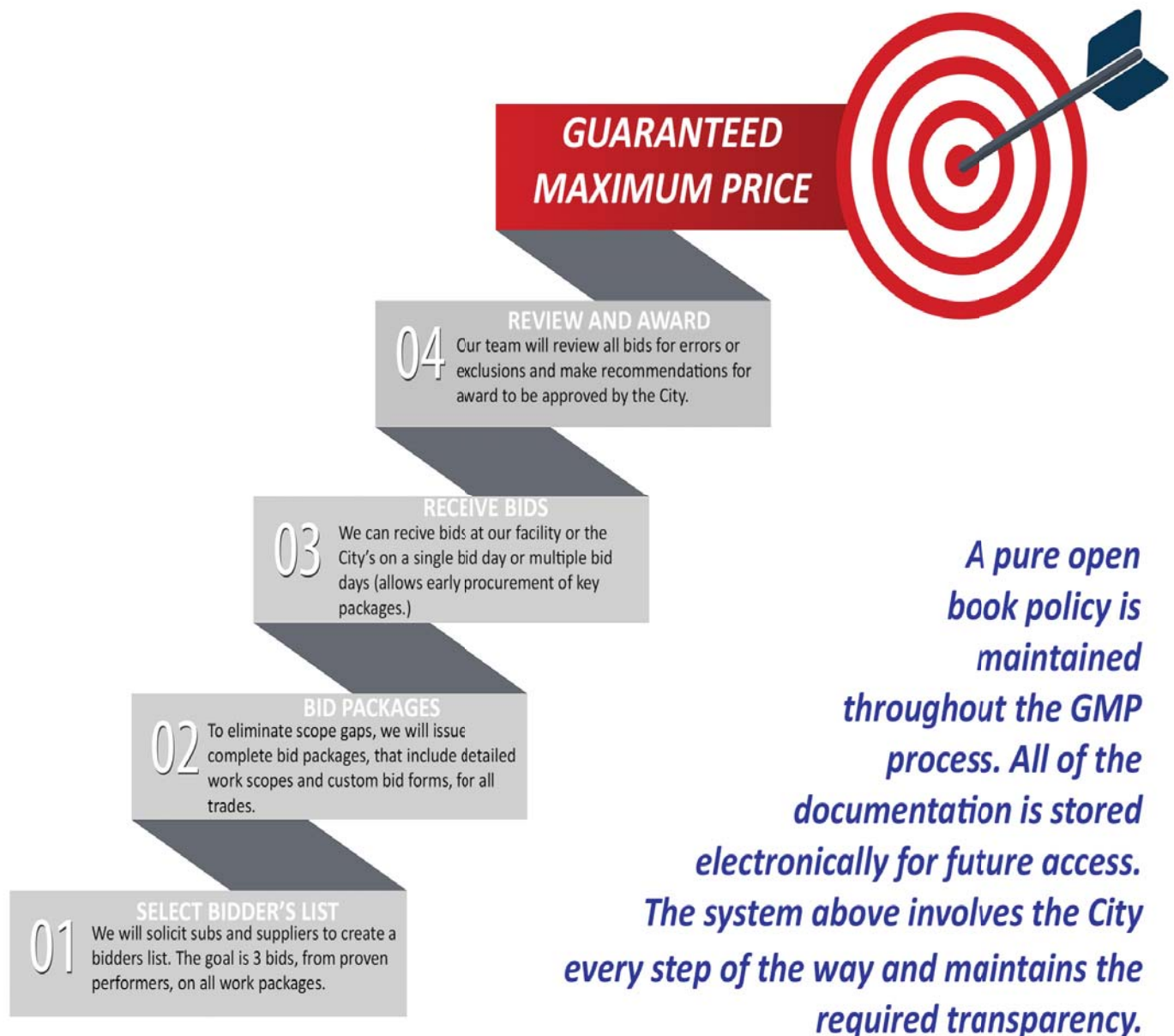


# Firm Info, Contract Manager, Approach and Methodology

This collaborative approach will ensure three very important things:

- **100% of the VE savings goes directly back to Wellington**
- **There are no redesign costs**
- **There are no schedule impacts**

Wharton-Smith understands the requirements of CMAR delivery on project for Wellington. In addition to the assumption of risk, we are to provide the Village a Guaranteed Maximum Price (GMP) and a guaranteed project schedule. Each of these two deliverables is equally as important as the other. Our CMAR process has been continually refined over the past 22 years and will provide the degree of reliability that the Village requires.





# Firm Info, Contract Manager, Approach and Methodology

Wharton-Smith has a framework of rules that we will follow as we go down the path to GMP on your project. Our adherence to these “GMP ideals” is in the best interest of the project and Wellington.

<b>TOTAL FINANCIAL TRANSPARENCY</b>	The CM delivery method is useless without complete trust between the project team and the Village’s purchasing department. That trust is maintained through total transparency. All financial documents are housed in our Construction Manager database ready for inspection.
<b>COMPETITIVE BIDDING</b>	Competitive bidding (three prices minimum) for every work package will provide the Village with the best value as well as satisfy any funding mandates.
<b>ADEQUATE ALLOWANCES</b>	There are work items such as building permits that cannot be quantified prior to performing the work. However, we can use our CM experience to approximate proper allowances values.
<b>APPROPRIATE CONTINGENCY</b>	The value of the Owner contingency will be driven by multiple factors. The risk of the project is known. However, the value of contingency can be affected if the intended use will include Owner “add-ons”. All unused contingency is returned to Wellington.
<b>COMPREHENSIVE COST REPORTING</b>	Wharton-Smith will provide to the Village a monthly financial “snapshot” so that the Village is aware of all expenditures to date. Our comprehensive report will include GMP status, change item logs, contingency log, and Owner Direct Purchase log.

## CONSTRUCTION PHASE SERVICES

For the last 22 years, the foundation of our CM management plan has been the ideal on which CM is built: collaboration. At Wharton-Smith, we have found that open and effective communication is the single most important effort that we can make to ensure project success and client satisfaction. Our collaborative approach will not end with the Architect/Engineer and Wellington; it will also extend to our selected subcontractors and suppliers. It is a prerequisite for this success that they remain aware, engaged, and focused on our common goal of an under budget and on-time delivery of all your project.

It is our experience that in-person interaction is the most effective communication during all phases of the project. Your project will require a constant communication stream to swiftly identify and resolve outstanding project issues and ensure that the construction schedule is being maintained. We welcome the entire project team, including Wellington and the Architect/Engineer, to attend our regular meetings including:

- **Weekly Schedule Review**
- **Pre-mobilization**
- **Subcontractor Safety Meetings**
- **Subcontractor Coordination Meetings**
- **Productivity Planning System**
- **Quality Control Pre-Task Meetings**
- **Weekly Safety Meetings**



## SCHEDULE & SEQUENCING APPROACH

The Village’s project can only be successful with accurate and useful schedule. Identification of the critical path and other important time limitations will be impossible without an effective schedule. By getting the project completed on- time or early, it creates the following cost advantages for Wellington:

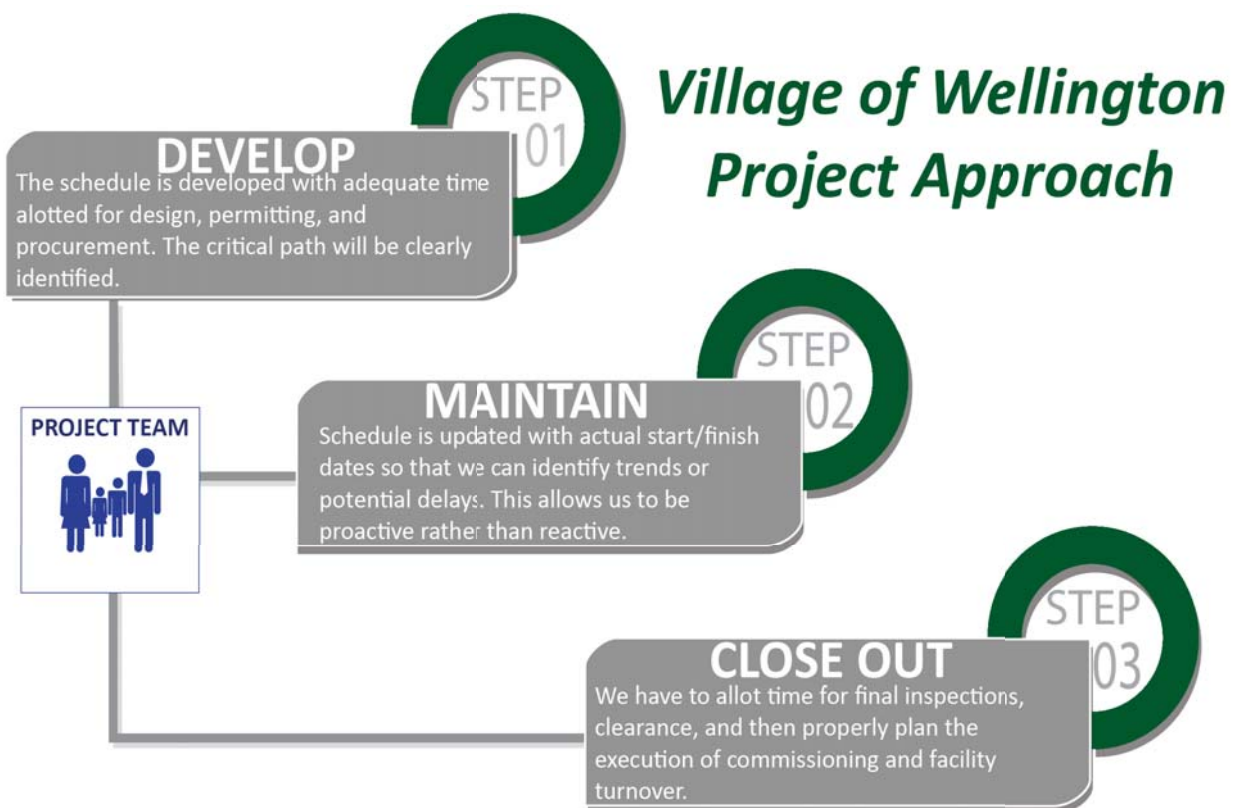


# Firm Info, Contract Manager, Approach and Methodology

- **Shortened project durations**
- **Less Village administration costs**
- **Less Architect/Engineer administration costs**

Our scheduling is performed in-house by our experienced staff of Preconstruction Managers and Project Managers. Wharton- Smith utilizes Primavera® P6 software for computer generated project Critical Path Method (CPM) scheduling. With the Village's project our three step approach to the project schedule will be comprehensive development, proactive maintenance and a timely close-out.

While having cutting edge industry software is advantageous, the software is simply a tool. Without knowing how to properly use the tool, it loses its value to us and our client. Our project teams experience and knowledge of diverse construction and, more specifically, the CMAR process for building these structures is what sets us apart from our competition.



## COST REPORTING

In the CM at Risk delivery method, the Guaranteed Maximum Price (GMP) has to be managed with a pure open book policy. This policy is one of the greatest advantages of CM at Risk. Open and honest communication allows financial decisions to be made jointly. Equally as important, it allows financial records to be kept with complete transparency. This policy starts from the very first design cost estimate and is maintained all the way through close-out.

Tracking all expenditures is necessary to maintain transparency. It is equally important to keep the Village properly informed of the project financial status in a real time manner. It is imperative that we continually update where every dollar is being spent. This allows us to identify any trends, good or bad, from a project financial perspective. The construction cost control tools, outlined in the table to the right, will be utilized during construction and submitted in our

Monthly Project Report	
ITEM	INCLUDED?
Updated Schedule of Values (SOV)	YES
Monthly Application for Payment	YES
GMP Status Report	YES
Change Item Log	YES
Contingency Log	YES
CPM Schedule Update	YES
Request for Information (RFI) Log	YES
Shop Drawing Log	YES

monthly Progress Reports to the Village.

## QUALITY CONTROL

Wharton-Smith has an in-house department that is dedicated solely to quality control. Much like safety, the focus on quality control needs to begin during the preconstruction phase. The development of the select bidders list for the Village's project is the critical first step in our focus on quality. This allows Wharton-Smith and Wellington to invite to bid only subcontractors and suppliers that are capable, and willing, to provide the quality product that meets our joint expectations.

As the project transitions to construction, Pre-task planning is a critical step for all field activities. This is accomplished by holding pre-task meetings with our subcontractors. In these meetings our goal is to reach a common understanding with our subcontractors and suppliers regarding project requirements for:

- ✓ **Wharton-Smith's expectations for aesthetic quality**
- ✓ **Conformance with Architect's/Engineer's quality standards**
- ✓ **Conformance with Village of Wellington's quality standards**



**Wharton-Smith Production Planning Room**

By outlaying our expectations before the work begins, it provides the subcontractor a baseline of quality to follow as the work is completed. This same baseline provides the project team a tool to monitor all work activities daily on-site in order to maintain the established level of quality.

While we have an in-house department that will be involved with the project, quality control begins on ground zero of the project. **Quality is everyone's job!** During construction we have found that work of poor quality more often than not is a result of poor planning. We employ a Preconstruction Production Planning system to ensure high quality execution. Preconstruction Production Planning is a process of identifying critical activities and major "chunks" of work very early in the life of the project. These work activities (for both Wharton-Smith and subcontractors) are planned six

weeks in advance. All activities are tracked on the planning room white board (see image).

Each activity is reviewed to confirm that all materials are on-site, required personnel are available and scheduled, and prerequisite work is complete. Using this process has netted significant schedule gains since the inception of the program and has brought rework to an absolute minimum. By keeping an eye on the critical work path, bottlenecks, and other constraints the quality control program is able to keep the pace of the project moving.

As we move forward to construction and begin executing our work plans, we will maintain a target on quality and productivity. The collective experience of our management staff in all types of construction projects, will enable us to continually focus on the quality in key areas of construction. Critical items will be completed right the first time.

The effort put forth by both our Quality Control department and our proposed project team will guarantee that your project are constructed in a productive environment while maintaining the highest quality of standards. We recognize that quality work is the key to success on any project we undertake, and Wharton-Smith is committed to exceeding Wellington's expectations on this project.

*Built with Quality...*



*... Delivered with Pride!*





# Firm Info, Contract Manager, Approach and Methodology

## SAFETY

At Wharton-Smith, our first priority is that our employees get home safely to their families every night. We understand that this isn't possible without making safety a company-wide effort. ***Safety is everyone's job!*** Our comprehensive safety program includes a site specific safety plan, personal protective equipment (PPE), weekly inspections, meetings with all jobsite employees and random drug testing. All of all management staff have been certified as competent persons in at least one of the following: Trenching, Scaffolding, Confined Space and/or Fall Protection.

WHARTON-SMITH SAFETY PERFORMANCE HISTORY		
Year	OSHA Incident Rate	Number of Federal & State Safety Citations
2017	1.95	0
2016	1.49	0
2015	1.76	0
2014	3.35	0
2013	2.20	0

***Wharton-Smith consistently outperforms the national average of 3.6. Anything under 2.0 is considered exceptional!***

We employ five full time safety personnel that visit jobsites and perform safety inspections as their full time duties. These valued employees will conduct random inspections at the SWWRF sites. Our highly trained safety staff holds multiple certifications including those issued by the U.S. Department of Labor – OSHA (1926 Construction Standards and 1910 General Industry), Board of Certified Safety Professionals (CSP and CHST) and National Safety Council. Your project will be visited at least twice monthly and are checked for compliance with both OSHA and Wharton- Smith standards.

Through implementation of our comprehensive safety program in both the preconstruction and construction phases, **we will deliver to the Village of Wellington a project that is delivered on-time, under budget, and with zero accidents**





# Firm Info, Contract Manager, Approach and Methodology

*Pending, Ongoing and Past (last 3 years) Lawsuits and Claims with clients, Subconsultants and Vendors.*

## **Wharton-Smith, Inc. – Litigation and Claims History**

Wharton-Smith believes that potential conflicts can easily be avoided by developing trustworthy relationships early on with all parties involved on a project and by encouraging open communications. The successes we have had on our projects are due in large part to our commitment to partnering and conflict prevention and resolution. Occasionally, a situation arises where a 3rd party mediation is needed, despite all efforts to avoid it. ***Our litigation record for the past three years is as follows:***

### **SUBCONTRACTORS/SUBCONSULTANTS**

**Wharton-Smith, Inc. vs. Sitek Corp. and Allegheny Casualty Co. (Case No. 2015-CA-002755-15-G The Circuit Court of the 18th Judicial Circuit For Seminole County, Florida):** In November 2015, Wharton-Smith filed suit against Sitek for breach of contract. They had been terminated from the Cypress Creek High School project for their failure to complete their subcontract work. ***This case settled during mediation in January 2018.***

**Suwannee Valley Grassing, Inc. vs. Wester Surety Co., Wharton-Smith, Inc. and Barco-Duval Engineering, Inc. (Case No. 2015-CA-4388 In the Circuit Court of the Eighth Judicial Circuit in Alachua County, Florida):** In December 2015, Suwannee filed suit for breach of Contract regarding a subcontract they had with Barco-Duval. Barco-Duval was a subcontractor to Wharton-Smith on the Paynes Prairie Sheetflow Restoration project and has a dispute with Suwannee over non-performance and work not completed. Barco-Duval has assumed the defense obligations of Wharton-Smith in accordance with their subcontract. ***Wharton-Smith was dismissed from the case in September 2016.***

*Include Locations/Clients where firm has been barred, disqualified or prohibited from providing services.*

Wharton-Smith, Inc. has not been barred, disqualified, or prohibited from providing services from any client or client location.



Tab 9

# Construction Manager at Risk Services

# Construction Manager at Risk Services

## Overview of Capabilities

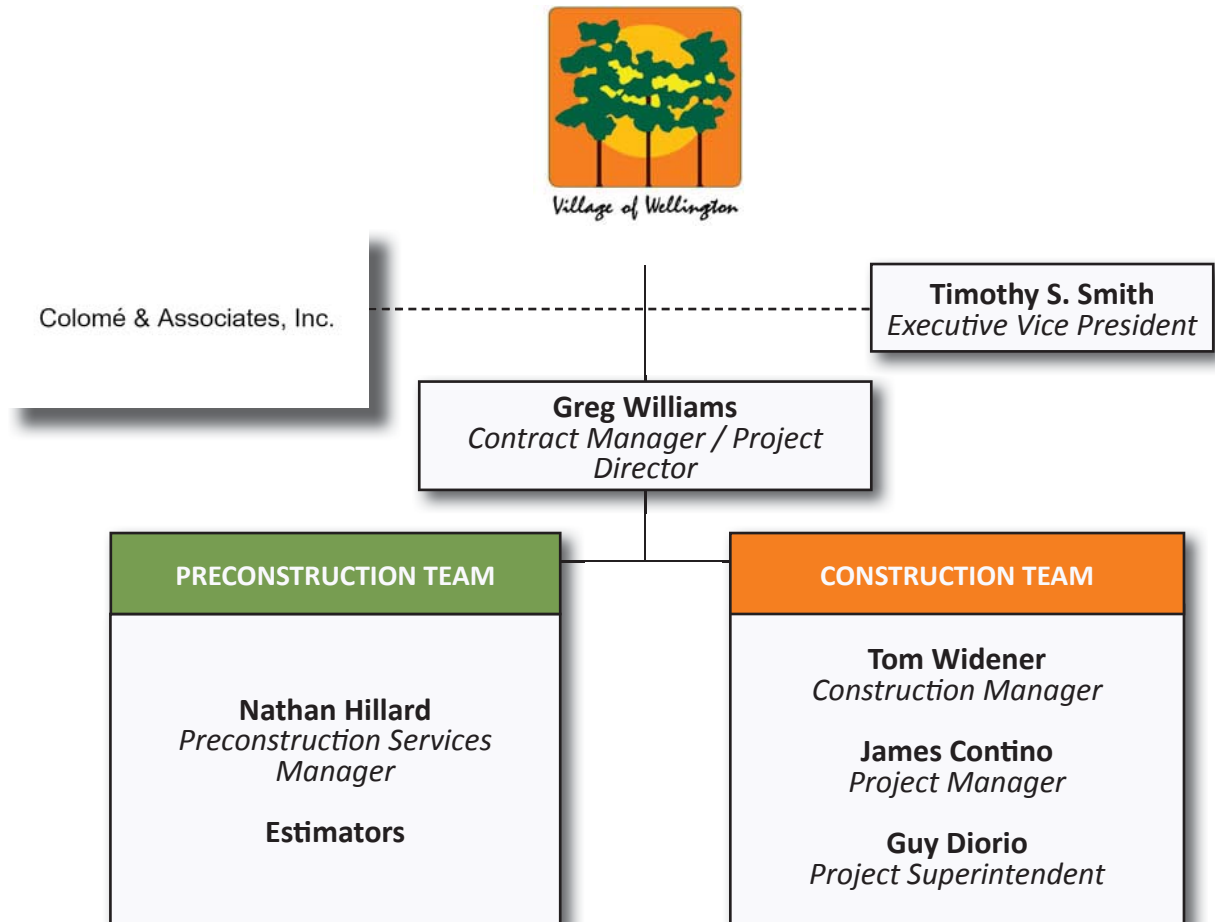
There are many reasons why Wharton-Smith is highly suited and qualified for your project. As “The Construction Manager of Choice” we can provide the Village of Wellington a long history of experience and expertise in all phases of your project. Our team boasts a diverse portfolio, the majority of which has been via the CMAR delivery method for our public sector jobs. In the past 22 years, we have completed over 300 CMAR Water and Wastewater Projects, worth over \$1BIL. A large majority of those projects included administration, operations, and laboratory facilities. We have the experience resources and the knowledgeable backing of a very successful company with a long history of quality work.





# Construction Manager at Risk Services

## Project Team Organization / Members







# Construction Manager at Risk Services

## Wellington WWTF Expansion

*Wellington, Florida*

Construction of a 1.75 MGD expansion to the existing 4.75 MGD WWTF including new or expanded headworks facilities, aeration, clarification, reclaimed water facilities, solids handling facilities, odor control facilities and associated appurtenances. Includes the installation of belt filter press, sludge feed pumps, sludge dryer, conveyor, sludge digester, sludge odor control and associated items.



### PROJECT HIGHLIGHTS

- Village of Wellington
- New Building Construction
- Site Improvements

### CLIENT REFERENCE

Village of Wellington  
William Riebe, Village Engineer  
12300 Forest Hill Blvd.  
Wellington, Florida 33414  
561.753.2454

### PROJECT COMPLETION DATE

August 2012

### PROJECT COST

\$2.4 million







## Wellington WTP Reverse Osmosis Expansion

*Wellington, Florida*

Wharton-Smith provided general contractor services to complete the Wellington Reverse Osmosis (RO) Water Treatment Plant. The scope included a **new RO building** with high pressure pump RO skid filters, generator, chemical feed, high service pumps, MCC/controls room, new degasifier & clearwell, **new lime/polymer building**, site piping, modifications to existing facilities including new vertical turbine pumps, I&C modifications, scrubbers and demolition of silos.



### PROJECT HIGHLIGHTS

- Village of Wellington
- New Building Construction
- Site Improvements

### CLIENT REFERENCE

Village of Wellington  
William Riebe, Village Engineer  
12300 Forest Hill Blvd.  
Wellington, Florida 33414  
561.753.2454

### PROJECT COMPLETION DATE

October 2008

### PROJECT COST

\$13.1 million





# Construction Manager at Risk Services

## Relevant Projects

## Tarpon Springs Alternate Water Supply

Tarpon Springs, Florida

Design-Build

Completion of the \$36 million design-build Alternate Water Supply project included outfitting 15 well pumps in wells drilled by the Village of Tarpon Springs, 32,000 LF of HDPE raw water transmission piping, a reverse osmosis facility, chemical contact chamber and clearwell, transfer pumps, 5 MG water storage tank with internal 2.5 MG separation wall, high service pumps, concentrate disposal pipeline with aeration, and an **operations building** including labs, offices, electrical room, and RO skids.

- Produces up to 6.4 million gallons per day of finished water
- Project received \$20 million in matching funds from the Southwest Florida Water Management District (SWFWMD)
- DBIA Florida Regional Design-Build Honor Award Winner



“Wharton-Smith has been diligent in their efforts to make sure we are satisfied and informed in the DB process to achieve our desired results. We would recommend them to other municipalities for similar design-build project work.”

Bob Robertson,  
Public Services Program Manager  
Village of Tarpon Springs



### PROJECT HIGHLIGHTS

- Design-Build Delivery / Alternate Delivery
- Public Water Utility
- New Building Construction
- Site Improvements

### CLIENT REFERENCE

Village of Tarpon Springs  
Bob Robertson, PE  
Public Services Program Manager  
324 E. Pine Street  
Tarpon Springs, FL 34689  
727.942.5615

### PROJECT COMPLETION DATE

April 2015

### PROJECT COST

\$36 million



## Southern Regional Water Supply Facility

Orlando, Florida

Wharton-Smith provided General Contracting Services on the Southern Regional Water Supply Facility for Orange County Utilities. This project consisted of an ozone treatment system, ozone injection system, liquid oxygen system, canopy, and **operations building**, as well as other various building structures. Work also included six (6) well pumps, high service pump station, two (2) CAT 1750 KW diesel generators, medium voltage power system, pre-storage chemical feed system, post-storage chemical feed system, two (2) - 5 million gallon water storage tanks, more than 10,000 Linear feet of perimeter fencing, onsite lift station, 13,740 LF of 16"-48" ductile iron & stainless steel process piping, and **site improvements** (grade changes, storm ponds, landscaping, paved road system).



“ Wharton-Smith suggested several value added changes that were implemented improving the overall quality of the project. Wharton-Smith’s team approach to solving construction challenges encountered established a spirit of cooperation that extended through the life of the project.”

Brad Vanlandingham, Design Manager  
Black & Veatch



### PROJECT HIGHLIGHTS

- New Building Construction
- Public Water Utility
- Generator Building
- Ozone Treatment

### CLIENT REFERENCE

Fernando Villanueva  
PMA Consultants (Owner’s Rep)  
4901 Vineland Road, Suite 330  
Orlando, Florida 32811  
321.418.8191

### PROJECT COMPLETION DATE

March 2012

### PROJECT COST

\$32 million





# Construction Manager at Risk Services

## Village of St. Cloud Southside WWTF Expansion

St. Cloud, Florida

CMAR

Wharton-Smith acted as the Construction Manager at Risk on the Southside Wastewater Treatment Facility (WWTF) Expansion, which was a 6 MGD MLE treatment process WWTF. It included state-of-the-art grit removal, anoxic, fine bubble diffused aeration, clarification, cloth disc filtration and a 2-story **administrative/office/lab building**. The existing package plant structures were converted to digesters. The scope included the following underground pipe installation: approximately (2,200 LF) of 6-inch; (2,345 LF) of 8-inch; (100 LF) of 10-inch; (3,493 LF) of 16-inch to 24-inch; (697 LF) of 30-inch; (325 LF) of 36-inch; and (220 LF) of C900.



“As evidenced in the high quality of workmanship, Wharton-Smith is a company that takes pride in their work. We thank you for working with us and the Village of St. Cloud on this project and providing the leadership to bring it to completion.”

Thomas Friedrich, Vice President  
Jones Edmunds



### PROJECT HIGHLIGHTS

- **CMAR Delivery**
- New Building Construction
- Site Improvements
- Public Water Utility

### CLIENT REFERENCE

Village of St. Cloud  
Chris Fasnacht,  
Deputy Director/Operations  
1300 Ninth Street  
St. Cloud, Florida 34769  
407.957.7104

### PROJECT COMPLETION DATE

August 2008

### PROJECT COST

\$26.7 million



## West Mitchell Hammock Road WTP Phase 1 & 2

*Oviedo, Florida*

Project included SCADA control room and SCADA workroom, **operators' workstation area, laboratory, offices, training/break rooms, locker room, records file room** and electrical/communications room. A new **Chemical Handling Building** was also constructed, including bulk storage and chemical feed systems, air compressors, electrical rooms, water softening and instrumentation controls. Our scope also included two new Forced Draft Aerators including blowers and Aeration towers; New Odor Control Scrubbers'. A new Transfer Pump Station including three Variable Frequency driven pumps, concrete wet well, pipe and valves. A new High Service Pump Facility including Variable Frequency Driven High Service pumps, motor control center room, backup generator, fuel storage tank and shop facility. We also performed a new lift station, road, onsite storm water storage, utilities, **security system**, communication towers, existing well field modification, irrigation and landscaping.



### PROJECT HIGHLIGHTS

- Public Water Utility
- New Building Construction
- Site Improvements

### CLIENT REFERENCE

Village of Oviedo  
Tom King  
400 Alexandria Blvd.  
Oviedo, Florida 32765  
407.325.7361

### PROJECT COMPLETION DATE

January 2004

### PROJECT COST

\$9.4 million







## South Regional Reverse Osmosis WTP

*Palm Bay, Florida*

Wharton-Smith provided General Contractor services on the state-of-the-art South Regional Reverse Osmosis Water Treatment Plant for the Village of Palm Bay. Along with the WTP, the project also included a new **Operations Building** and new **Administration Building**, utilized by the Utilities department. Because the plant is state and federally regulated, it was built with functionality and control in mind. A single plant operator can control the entire plant from one computer located in the **Operations Building**.

The **Operations Building** includes a state-of-the-art laboratory, constructed to provide testing capabilities for the treatment plant that insure day to day compliance with environmental regulations. The lab allows the Village to monitor many variables used to produce water by the plant. Operators can perform several tests using the lab equipment, such as bacteria, PH and chlorine residuals. All materials of construction withstand the environment necessary to complete laboratory testing needs.



### PROJECT HIGHLIGHTS

- New Building Construction
- Public Water Utility
- Site Improvements

### CLIENT REFERENCE

Village of Palm Bay  
Rick Nipper  
120 Malabar Road, SE  
Palm Bay, Florida 32907  
321.952.3428

### PROJECT COMPLETION DATE

November 2006

### PROJECT COST

\$16.1 million



## Southeast Regional WTP Upgrades

Winter Park, Florida

CMAR

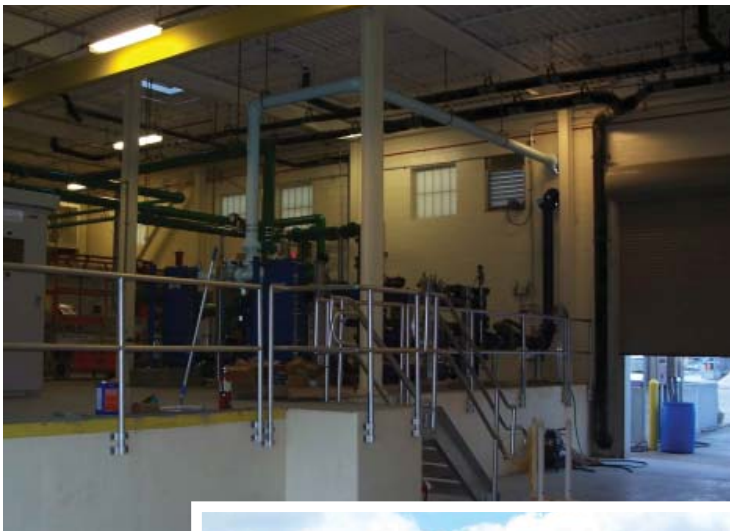
Wharton-Smith provided Construction Management At Risk services to convert Seminole County's existing Southeast Regional Water Treatment Plant (WTP) to an ozone treatment facility. The project added ozone treatment, granular activated carbon, sodium hypochlorite, sodium hydroxide systems, new electrical building, ground storage tank modifications, transfer and high service pump modifications, emergency generators, improved electrical, and instrumentations/controls.

The WTP is a regional potable water distribution center serving more than 65,000 customers. The greatest challenge of the project was completing construction while maintaining complete functionality of the existing plant.



“The CMAR process provided many benefits throughout the entire project that saved Seminole County both time and money. During the design, Wharton-Smith worked closely with our design engineer and Seminole County Engineering and Operations Staff to examine alternate materials, systems, and equipment for cost, quality and availability.”

Carol Hunter, Enviro. Svcs. Dept. Director  
Seminole Co. Utilities Engineering Division



### PROJECT HIGHLIGHTS

- **CMAR Delivery**
- Public Water Utility
- New Building Construction
- Ozone Treatment

### CLIENT REFERENCE

Seminole County Environmental Services  
Tom Foster, Chief Water Operator  
500 West Lake Mary Blvd.  
Sanford, Florida 32773  
407.314.6877

### PROJECT COMPLETION DATE

August 2014

### PROJECT COST

\$22.7 million

## Markham Regional WTP Upgrades

Winter Park, Florida

Wharton-Smith provided general contracting services for upgrades to the existing Markham Regional Water Treatment Plant. The project included an ozonation system using liquid oxygen storage and feed, side stream ozone injection system, rectangular concrete ozone contractor basin, ion exchange system for total organic carbon removal, replacement of the existing hypochlorite and hydrofluosilicic storage and feed equipment, two new vertical turbine high service pumps, a 1.5 million gallon prestressed circular concrete ground storage tank, 2,980 LF 12"-54" DIP piping, two auxiliary diesel generators, new **operations building** and new ozone equipment building. All associated electrical, controls and site work were included.

The Operations Building has been certified as a Green Commercial Building by the Florida Green Building Coalition (FGBC).



### PROJECT HIGHLIGHTS

- New Building Construction
- Public Water Utility
- Security
- Ozone Treatment

### CLIENT REFERENCE

Seminole County  
Terrence McCue, Ph.D.  
500 West Lake Mary Blvd.  
Sanford, Florida 32773  
407.665.2039

### PROJECT COMPLETION DATE

August 2014

### PROJECT COST

\$17.9 million





## St. Cloud WTP No. 1

St. Cloud, Florida

CMAR

Wharton-Smith provided Construction Management Services for the complete replacement of the existing water treatment plant number 1 for the Village of St. Cloud. The project involved the complete demolition of the existing water plant, and reuse of the existing well component. Work also included 900,000 gallon ground storage tank, 10,000 s.f. water plant building, 2MGD MIEX water treatment equipment, three (3) high service pumps, two (2) water transfer pumps, **office space, lab, breakroom**, motor control centers, IT server room, chemical treatment and storage, bathroom, site work of existing site, on-site lift station, storm drainage, water forcemain, driveway, parking lot, security wall, and landscaping.



“ I would recommend Wharton-Smith for water and wastewater facilities because of their ability to excel in difficult work environments, involve the local contractors, and effectively manage large construction projects through the CMAR process.”

Kevin Felblinger, Engineering Manager  
Village of St. Cloud



### PROJECT HIGHLIGHTS

- **CMAR Delivery**
- Public Water Utility
- New Building Construction

### CLIENT REFERENCE

Village of St. Cloud  
Kevin Felblinger, P.E.  
1300 Ninth Street  
St. Cloud, Florida 34769  
407.957.7353

### PROJECT COMPLETION DATE

May 2013

### PROJECT COST

\$9.9 million

## Palm Coast WTP No. 3

*Palm Coast, Florida*

Wharton-Smith provided General Contractor services on this new Water Treatment Plant for the production of potable water. The scope included the clearing of approximately 26 acres; the addition of four support buildings; two (2) 1.5 MGD RO Systems - including membrane trains; 100 HP feed pumps; 40 HP booster pumps; high service pumps; chemical feed storage and feed system - including sodium hypochlorite; sodium hydroxide and ammonia sulfate; and all associated electrical, instrumentation and controls.



**“ I have been in the water business for almost 30 years and I have to say Wharton-Smith construction is the best contractor I have ever had the pleasure to work with. The entire team of folks from the top level management on down to the craftsmen and laborers are extremely professional and talented.”**

*Jim Hogan, Water Operations Manager  
Village of Palm Coast Utility Department*



### PROJECT HIGHLIGHTS

- Water Public Utility
- New Building Construction
- Site Improvements

### CLIENT REFERENCE

Village of Palm Coast  
Steven Flanagan, Project Manager  
2 Utility Drive  
Palm Coast, Florida 32137  
386.986.2354

### PROJECT COMPLETION DATE

August 2008

### PROJECT COST

\$17.7 million

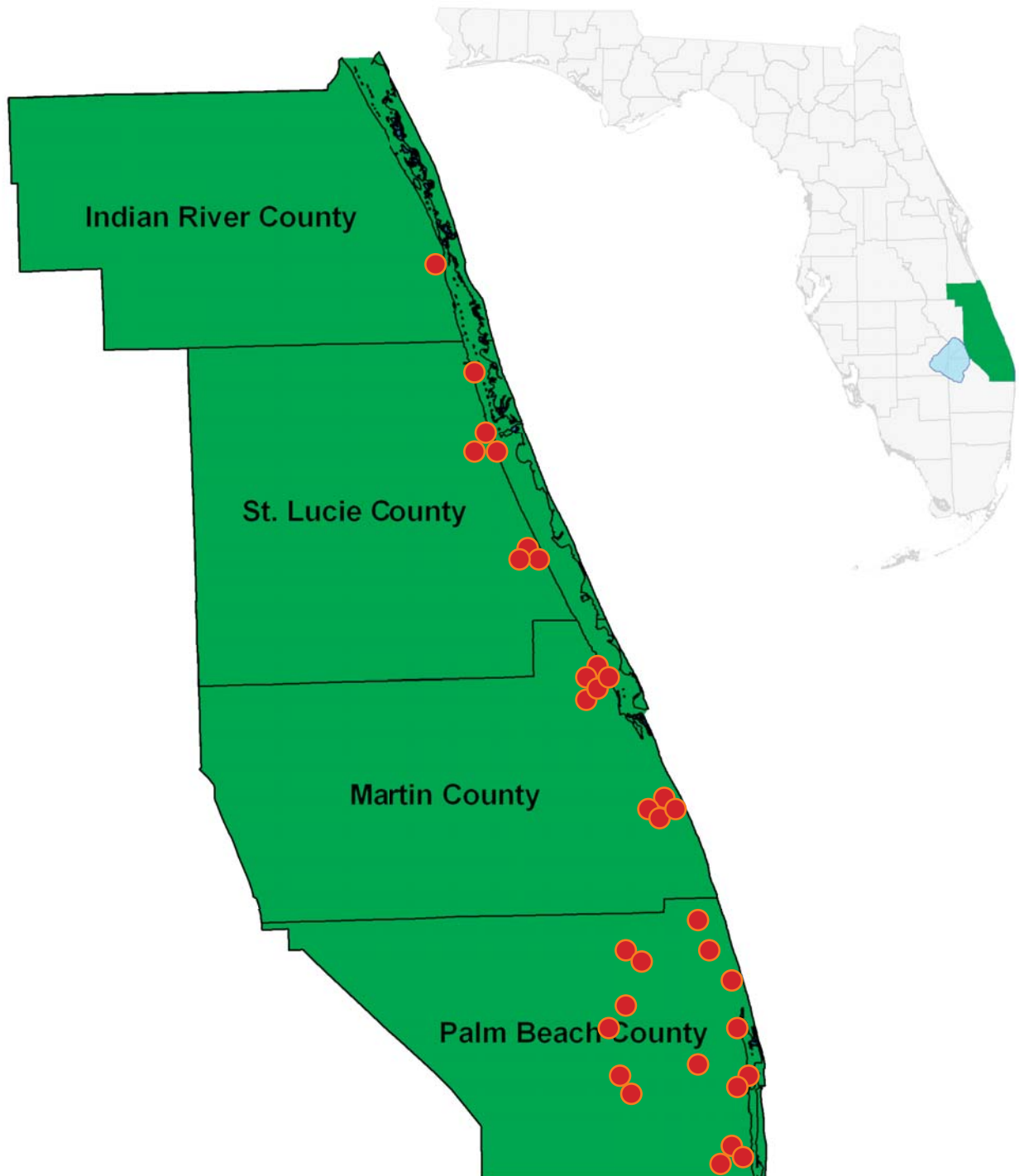




# Construction Manager at Risk Services

*Experience working with Public Water and sewer utilities.*

Since 1991, Wharton-Smith has constructed over 1,000 water and wastewater projects for public utilities, including 34 water and wastewater facilities in the Treasure Coast since 1991. A large majority of those water and wastewater projects included administration, operations and/or laboratory buildings.





# Construction Manager at Risk Services

Reference Form

## REFERENCES (TAB#9)

COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER AND E-MAIL ADDRESS	
Company Name: <b>Toho Water Authority</b>	<b>CMAR Reference</b>
Address: <b>951 Martin Luther King Blvd.</b>	
<b>Kissimmee, FL 34741</b>	
Contact Name: <b>Robert Pelham, Director of Engineering Services</b>	
Phone: <b>407.944.5132</b>	Fax: <b>407.343.4264</b>
E-MAIL ADDRESS <b>Rpelham@tohowater.com</b>	
Company Name: <b>City of Altamonte Utilities</b>	<b>CMAR Reference</b>
Address: <b>225 Newburyport Avenue</b>	
<b>Altamonte Springs, FL 32701</b>	
Contact Name: <b>Karen McCullen, Senior Engineering Project Manager</b>	
Phone: <b>407.571.8335</b>	Fax: <b>407.571.8156</b>
E-MAIL ADDRESS <b>KMcCullen@altamonte.org</b>	
Company Name: <b>Polk County Utilities</b>	<b>CMAR Reference</b>
Address: <b>1011 Jim Keene Blvd.</b>	
<b>Winter Haven, FL 33880</b>	
Contact Name: <b>Mark Addison, Utilities Director</b>	
Phone: <b>863.298.4246</b>	Fax: <b>863.534.0055</b>
E-MAIL ADDRESS <b>markaddison@polk-county.net</b>	
Company Name: <b>City of Fort Myers</b>	<b>CMAR Reference</b>
Address: <b>2200 Second Street</b>	
<b>Fort Myers, FL 33902</b>	
Contact Name: <b>Nicole Monahan, P.E., City Engineer</b>	
Phone: <b>239.321.7459</b>	Fax:
E-MAIL ADDRESS <b>nmonahan@cityftmyers.com</b>	

*Demonstration of Cost & Quality Control Performance with Similar Work.*

## COST CONTROL CASE STUDIES

### Project Name - **MIRAMAR EAST WTP EXPANSION**

**Project Description** - Wharton-Smith was selected as the Design-Builder for a replacement 6.7 MGD Reverse Osmosis water treatment plant to replace the aging onsite water treatment plant.

**Relative Challenge Faced** - The project included major water treatment process upgrades which required a significant increase of indoor storage space. However, we were limited by a small site footprint.

**Solution** - We repurposed several buildings (converted a chemical room into a RO room, converted a maintenance room into an electrical room, etc.) and added an addition to the main process building. These solutions enabled us to avert constructing an entire new building and taking the plant out of service.

**Lesson Learned** - By collaborating with the engineer and architect we were able to come to cost saving solutions that provided the same level of function and limited any impact to operation of the water plant.



### Project Name - **SHELL CREEK WATER TREATMENT PLANT**

**Project Description** - Wharton-Smith was selected as the Construction Manager at Risk (CMAR) for this brand new 6 MGD water plant for the City of Punta Gorda.

**Relative Challenge Faced** - This project had been delayed several years and, due to escalation costs over 5 years, the budget was at great risk. Wharton-Smith was tasked with extensive value engineering efforts to get the project cost more near the budget. However, this was an important project for the City and they didn't want to settle for a building that was too "plain."

**Solution** - We evaluated numerous options on the main process/administrative building. Options being evaluated ranged from pre-engineered metal building to split face decorative block (basis of design). In the end the option selected was standard smooth block finished with a textured coating. It provided a similar finished look as the more expensive split faced block, but saved the client \$150K in cost.

**Lesson Learned** - As a CMAR, we must listen more than talk. It is our duty to find out what's most important to the client and then work hard to find solutions. Lastly, we must vet those potential solutions and present them to the Owner so that they can make well informed decisions.



# Construction Manager at Risk Services

*Demonstration of Cost & Quality Control Performance with Similar Work.*

## QUALITY CONTROL CASE STUDIES

### Project Name - **SOUTHERN REGIONAL WATER SUPPLY FACILITY**

**Project Description** - The Southern Regional WSF was a brand new 30 MGD water treatment plant built by Wharton-Smith for Orange County. The treatment plant included 13 buildings including well buildings, storage areas, process buildings, and an administrative building.

**Relative Challenge Faced** - The administrative building included terrazzo floors in the design. The grinding and polishing process of terrazzo floors is a messy one that creates a lot of water and concrete dust. It was important that we protected our finishes during this process. The project already included a challenging construction schedule.

**Solution** - Our project team accelerated the construction schedule of the administrative building so that we could install the terrazzo floors prior to any of the finishes (drywall, paint, etc.) being installed. This approach eliminated the risk of damage to our finishes.

**Lesson Learned** - If the project team is fully aware of the construction schedule, sometimes work activities can be re-sequenced in order to deliver a product on-time and still maintain a high level of quality.

### Project Name - **MARION OAKS WTP**

**Project Description** - Wharton-Smith was the Construction Manager at Risk (CMAR) tasked with constructing a new water treatment plant for Marion County Utilities. One part of this project was the building that housed the chemical feed equipment.

**Relative Challenge Faced** - As Wharton-Smith collaborated with the Architect during the design phase it was determined that pre-cast concrete buildings provided a substantial cost savings over masonry block and stucco. However, the pre-cast buildings were simply smooth concrete with a painted finish. Marion County had a tight budget, but still had a desire to have certain aesthetic finishes due to the water treatment plant being located in the middle of a neighborhood.

**Solution** - We consulted with numerous pre-cast building manufacturers in many states looking for a firm who could offer a pre-cast building with architectural characteristics at a good value. We discovered a Florida based company that had the ability to use brick pattern forms when casting the building. This particular company also had a lower price than several out of state competitors!

**Lesson Learned** - By collaborating with the engineer and architect we were able to come to cost saving solutions that provided the same level of function and limited any impact to operation of the water plant.

**Marion Oaks WTP Chemical Feed Building**





Tab10

# Letter of Intent from a Surety





# Letter of Intent from Surety



500 Colonial Center Parkway  
Lake Mary, FL 32746

**Elio E. Sanchez, CPA, AFSB**

Telephone 407-804-5931

Internet [elio.sanchez@cnaSurety.com](mailto:elio.sanchez@cnaSurety.com)

May 23, 2018

Village of Wellington  
Purchasing Office  
12300 Forest Hill Blvd.  
Wellington, FL 33414

**Re: Wharton-Smith, Inc., 750 Monroe Road, Sanford, FL 32771**  
**Project: Construction Manager at Risk for Water Treatment Plant Warehouse, Generator Storage, Field Services Building Modifications, and Miscellaneous Architectural, Security and Site Improvements**  
**RFQ #013-18/ED**

Dear Village of Wellington Representative

We are providing this information at the request of our principal.

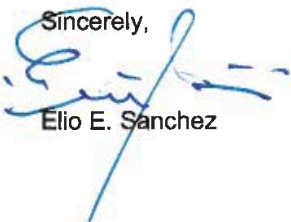
We have been providing surety bonds for Wharton-Smith, Inc. since 1986. We have approved bonds for them covering jobs up to \$125,000,000 and potential work programs of \$600,000,000.

We understand that Wharton-Smith, Inc. has or is about to submit a proposal for Construction Manager At Risk for Water Treatment Plant Warehouse, Generator Storage, Field Services Building Modifications, and Miscellaneous Architectural, Security and Site Improvements with an estimated contract price of \$5,000,000. If a contract for this project is awarded to Wharton-Smith, Inc. and based on present circumstances, CNA Surety will be willing to provide bid, performance and payment bonds for the applicant in connection with each phase of the Project.

Wharton-Smith, Inc. has surety credit established with Western Surety Company, a wholly-owned subsidiary of CNA Surety. An admitted surety in the State of South Carolina, Western Surety Company is an A.M. Best "A" (Excellent) rated company with a financial size category of XIII (\$1.25 Billion to \$1.5 Billion.) Western Surety Company is also included in the Treasury Department list of approved sureties with a limit of \$144,482,000.

Any arrangement for bonds required by the contract is a matter between Wharton-Smith, Inc. and the surety and we assume no liability to you or third parties if for any reason we do not execute these bonds.

Sincerely,



Elio E. Sanchez





Wharton-Smith, Inc.  
CONSTRUCTION GROUP

125 W. Indiantown Road, ste 201 • Jupiter, FL 33458

Tel: 561.748.5956 • Fax: 561.748.5958

[www.whartonsmith.com](http://www.whartonsmith.com)