

## **GUARANTEED MAXIMUM PRICE AMENDMENT**

### **EXHIBIT "R" TO CONSTRUCTION MANAGEMENT AGREEMENT DATED SEPTEMBER 18, 2020 BETWEEN VILLAGE OF WELLINGTON AND THE MORGANTI GROUP, INC. ("CONSTRUCTION MANAGER") FOR THE BIRKDALE: BOARDWALK REPAIR ("PROJECT")**

#### **ARTICLE 1 - GUARANTEED MAXIMUM PRICE**

##### **1.1 Guaranteed Maximum Price ("GMP")**

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

**1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed one hundred seventy-eight thousand four hundred eighty-four dollars (\$178,484.00), subject to additions and deductions by Change Order as provided in the Contract Documents. The GMP is subject to Construction Manager's Assumptions and Clarifications to the GMP attached as **Exhibit "R5"**.

**1.1.2** Allowances included in the Guaranteed Maximum Price are attached as **Exhibit "R4"**. –**Not Applicable for this GMP.**

**1.1.3** The Guaranteed Maximum Price includes a fixed amount for General Conditions and General Requirements of ten thousand seventy-seven dollars (\$10,077.00) as detailed in **Exhibit "R7"**. Construction Manager's General Conditions and General Requirements are fixed and shall not be subject to increase or decrease unless authorized by written Change Order as set forth in the Agreement.

**1.1.4** The GMP includes an Owner's Contingency in the amount of fifteen thousand dollars (\$15,000) to be utilized as set forth in 7.2.3 of the Agreement.

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

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

## ARTICLE 2 – CONTRACT TIME

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

**2.2** Contract Time. Construction Manager shall meet all Milestones outlined in **Exhibit “R3”** and the entire Project shall reach Substantial Completion no later than eighty-four (84) calendar days from the Date of Commencement. Construction Manager shall reach Final Completion no later than sixty (60) days from the delivery of the Punch List as outlined in Paragraph 14.4(G) of the General Conditions, subject to any authorized extensions of time as set forth in the Contract Documents. All Work shall be performed in an expeditious manner.

**2.2.1** Liquidated Damages. The parties to this Agreement agree that time is of the essence in the performance of this Agreement. Substantial Completion of the Work under this Agreement, as defined in Article 1 of the General Conditions shall be no later than the Substantial Completion date set forth in Section 2.2 of this GMP Amendment, subject to authorized extensions of time as set forth in the Article 12 of the General Conditions. In the event the Work is not substantially completed by the completion date stated above, and has not been extended by Change Order, the Owner shall be entitled to collect liquidated damages. Construction Manager and Owner agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the Construction Manager shall pay the Owner the sum of one hundred dollars (\$100.00) for each calendar day in achieving Substantial Completion of the Work. Further, Construction Manager and Owner agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the Construction Manager shall pay the Owner the sum of 25% of the per diem rate set forth in the preceding sentence as liquidated damages for each and every calendar day of unexcused delay for failure to achieve Final Completion. It is hereby agreed that the amount of the per diem assessment for liquidated damages for the Construction Manager’s failure to achieve Substantial Completion of the Work or Final Completion of the Work within the time specified in this Agreement is not a penalty and not excessive in light of the circumstances known to the parties at the time this Agreement is executed. The Owner’s exercise of its right to terminate this Agreement shall not release the Construction Manager from its obligation to pay liquidated damages in the amount set forth herein. Such assessments shall be immediately due and payable to the Owner or, at the Owner’s option, may be deducted from future payments that may be due and owing to Construction Manager. Any sums due and payable hereunder by the Construction Manager shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. Construction Manager’s liability for liquidated damages shall survive completion and termination of the Agreement and are in addition to Owner’s other remedies available under the Contract Documents and by law.

## ARTICLE 3 - MISCELLANEOUS

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

**3.2** The GMP Amendment incorporates the following exhibits:

- 1.** Drawings, plans and specifications listed in the attached List of Drawings attached hereto as **Exhibit “R1”**;
- 2.** Construction Manager’s Schedule of Values to be attached as **Exhibit “R2”**;
- 3.** Construction Schedule to be attached as **Exhibit “R3”**;
- 4.** Construction Manager’s Allowances to be attached as **Exhibit “R4”**; **Not applicable for this GMP-**
- 5.** Construction Manager’s Assumptions and Clarifications to the GMP, if any, to be attached as **Exhibit “R5”**;
- 6.** List of extended warranties to be attached as **Exhibit “R6”**;

7. Construction Manager's Stipulated General Conditions and General Requirements to be attached as **Exhibit "R7"**.
8. Submittal Schedule to be attached as **Exhibit "R8". Not applicable for this GMP-**

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

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

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

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

**OWNER:**

VILLAGE OF WELLINGTON

By \_\_\_\_\_

Anne Gerwig, Mayor

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

Chevelle Addie, Wellington's Clerk

(SEAL)

Address for giving notices

**12300 Forest Hill Boulevard**

**Wellington, Florida 33414**

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_

Laurie Cohen, Attorney for Wellington

**CONSTRUCTION MANAGER:**

THE MORGANTI GROUP, INC.

By \_\_\_\_\_

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

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

Printed Name:\_\_\_\_\_

(CORPORATE SEAL)

Address for giving notices

\_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_



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

## Detail by Entity Name

Foreign Profit Corporation  
THE MORGANTI GROUP, INC.

### Filing Information

|                        |            |
|------------------------|------------|
| <b>Document Number</b> | P41056     |
| <b>FEI/EIN Number</b>  | 06-1149260 |
| <b>Date Filed</b>      | 10/19/1992 |
| <b>State</b>           | CT         |
| <b>Status</b>          | ACTIVE     |

### Principal Address

100 Reserve Road  
Suite D 210  
Danbury, CT 06810

Changed: 02/07/2020

### Mailing Address

100 Reserve Road  
Suite D 210  
Danbury, CT 06810

Changed: 02/07/2020

### Registered Agent Name & Address

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

### Officer/Director Detail

#### **Name & Address**

Title President & CEO

Rushaidat, Thamer  
100 Reserve Road  
Suite D 210  
Danbury, CT 06810

Title CFO, Secretary

Rushaidat, Thamer

100 Reserve Road  
Suite D 210  
Danbury, CT 06810

Title Assistant Secretary

Callahan, Nicole  
100 Reserve Road  
Suite D 210  
Danbury, CT 06810

Title VP, Operations

Sines, Stephen  
1450 CENTREPARK BOULEVARD  
SUITE 260  
WEST PALM BEACH, FL 33401

Title Vice President Corporate Affairs

Olenick, Michael  
1450 CENTREPARK BOULEVARD  
SUITE 260  
WEST PALM BEACH, FL 33401

Title Group Financial Controller

Locke, Diane  
100 Reserve Road  
Suite D 210  
Danbury, CT 06810

#### Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2019        | 02/14/2019 |
| 2019        | 06/07/2019 |
| 2020        | 02/07/2020 |

#### Document Images

|   |  |
|---|--|
| <a href="#">02/07/2020 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">06/07/2019 -- AMENDED ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
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| <a href="#">02/15/2018 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">01/27/2017 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
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| <a href="#">02/19/2016 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
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| <a href="#">01/30/2012 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |

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| <a href="#">01/19/2011 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
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| <a href="#">01/26/2001 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">02/04/2000 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">02/26/1999 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
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Florida Department of State, Division of Corporations

**Birkdale: Boardwalk Repair**

**The Village of Wellington  
CMAR for Various Capital Improvent Projects**

Guaranteed Maximum Price (GMP)

1/26/2021

FINAL



*Birkdale: Boardwalk Repair*

The Village of Wellington

1/26/2021

## **TABLE OF CONTENTS**

### **SECTIONS**

### **Status**

- |   |                 |
|---|-----------------|
| <b>1-</b> Description of work<br><i>Description of scope of work for the project.</i> | <i>INCLUDED</i> |
|---|-----------------|

### **EXHIBITS**

### **Status**

- |   |                       |
|---|-----------------------|
| <b>R1-</b> Drawings, Plans and Specifications                     | <i>INCLUDED</i>       |
| <b>R2-</b> Schedule of Values                                     | <i>INCLUDED</i>       |
| <b>R3-</b> Construction/Progress Schedule                         | <i>INCLUDED</i>       |
| <b>R4-</b> Construction Manager's Allowances                      | <i>NOT APPLICABLE</i> |
| <b>R5-</b> Assumptions and Clarifications                         | <i>INCLUDED</i>       |
| <b>R6-</b> List of Extended Warranties                            | <i>INCLUDED</i>       |
| <b>R7-</b> Stipulated General Conditions AND General Requirements | <i>INCLUDED</i>       |
| <b>R8-</b> Submittal Schedule                                     | <i>NOT APPLICABLE</i> |



*Birkdale: Boardwalk Repair*  
The Village of Wellington  
1/26/2021



**DESCRIPTION OF WORK**

**Description**

Renovation of the Birkdale Boardwalk includes the following items: removal of the existing decking and railing material. New decking and railings will be installed. Material used for new decking is Trex "Select". Existing stringers, pilings, joist, and substructure will be re-used. These components will be inspected by the county during the construction process. The county will provide direction and change approval for replacement of these existing items. Installation of neoprene rubber strips will be installed over the existing stringers prior to installation of new decking. Material used for new railings are pressure treat lumber for railing support, black wire mesh for railing sides, and Trex "Select" for the top rail. Details for the railings will be similar to the recently completed "Peaceful Waters project". Limits of the project include the entire boardwalk and gazebo area.

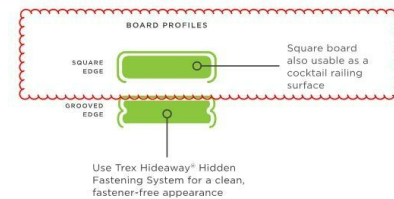
**DRAWING, PLANS AND SPECIFICATIONS**



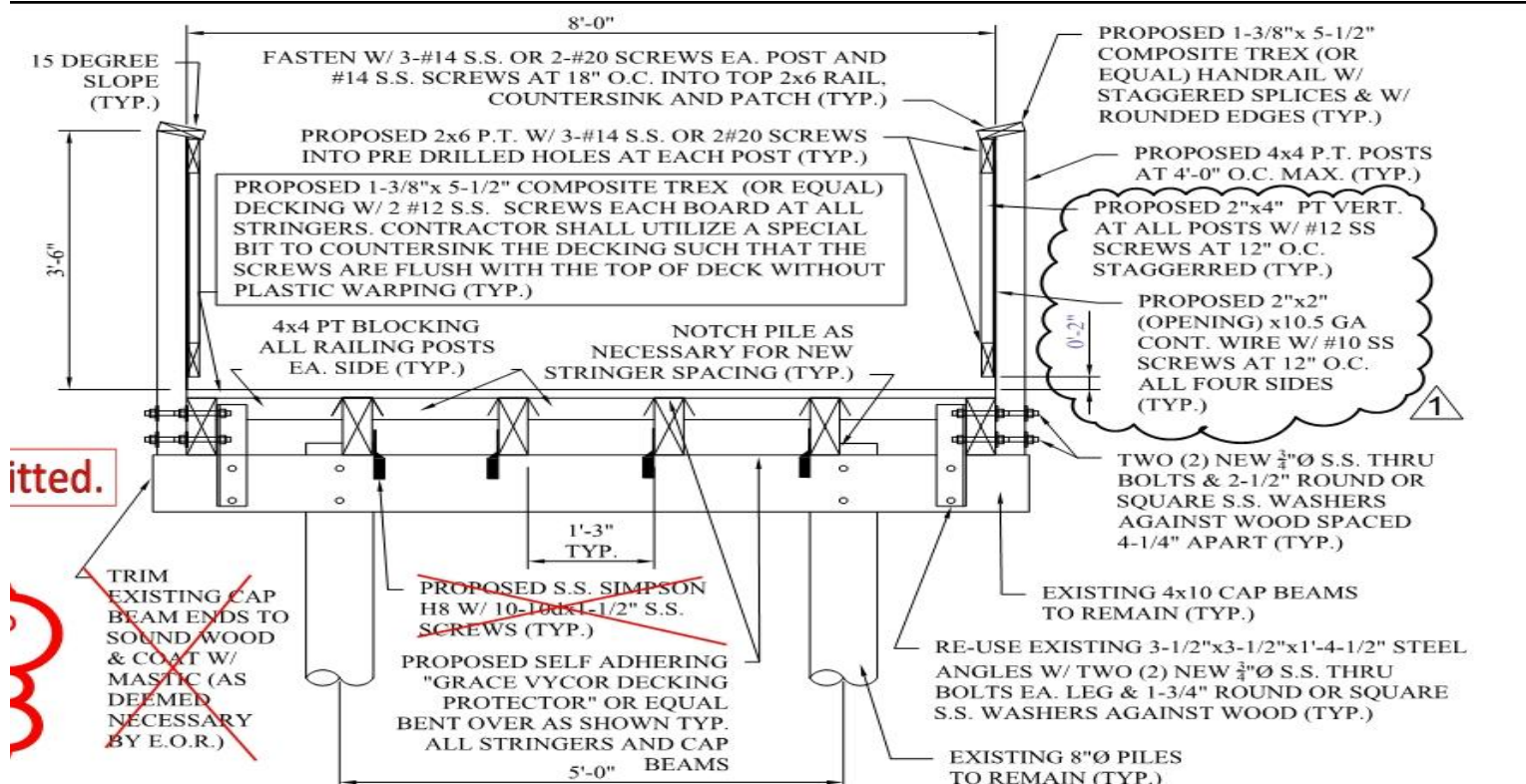
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**TYPICAL BOARDWALK PROPOSED CROSS SECTION**

SCALE:  $\frac{1}{2}$ "=1'-0"

\*WIRE PICKETS IS  
TYP. AT PHASE 1

**The Village of Wellington**  
**CMAR for Various Capital Improvent Projects**  
**ITB #200210**

**Birkdale: Boardwalk Repair**

Date: January 26, 2021  
 Owner: The Village of Wellington  
 CM: The Morganti Group, Inc.  
 Architect: NA  
 Notes: Option 4- Fencing at Railing System, Trex Deck, Trex Top Rail



**FINAL**

**Guaranteed Maximum Price**

| Division | Description   | Estimated Quantity | Unit | Guaranteed Max Price |
|----------|---|--------------------|------|----------------------|
| 060000   | Decking- Fencing @ Railing, Trex Decking, Trex Top Rail | 1                  | ls   | \$ 136,160.00        |
|          |   |                    |      |                      |
|          |   |                    |      |                      |
|          |   |                    |      |                      |
|          |   |                    |      |                      |
|          |   |                    |      |                      |
|          |   |                    |      |                      |
|          |   |                    |      |                      |
|          |   |                    |      |                      |
|          | Subtotal: Division 1-33                                 |                    |      | \$ 136,160.00        |
|          | General Conditions & Staff Fee                          | 1.00               | ls   | \$ 10,077.00         |
|          | General Requirements                                    | 0.00               | ls   | \$ -                 |
|          | Fee   | 9.00%              | %    | \$ 13,161.00         |
|          | Subtotal  |                    |      | \$ 159,398.00        |
|          | Construction Contingency (Owners)                       | 1.00               | ls   | \$ 15,000.00         |
|          | General Liability Insurance                             | 0.0080             | ls   | \$ 1,589.00          |
|          | Builder's Risk Insurance                                | 0.0060             | ls   | \$ 1,069.00          |
|          | Payment and Performance Bonds (Not required if <\$100K) | 0.0080             | ls   | \$ 1,428.00          |

**TOTAL GMP** **\$ 178,484.00**

Schedule of Values

| Bid Package          | Description   | Bidder | Western Community Subcontractor | % of Propsoal | Amount of Proposal | Addendum Received | Amount Utilized in GMP |
|----------------------|---|--------|---------------------------------|---------------|--------------------|-------------------|------------------------|
| DIVISION 23000: HVAC |   |        |                                 |               |                    |                   |                        |
| 06A                  | Decking- Fencing @ Railing, Trex Decking, Trex Top Rail | JRawn  | \$ 136,160                      | 100%          | \$ 136,160         | NA                | \$ 136,160.00          |
|                      |   |        |                                 |               |                    | Subtotal:         | \$ 136,160.00          |

|               |            |      |
|---------------|------------|------|
|               | Amount     | %    |
| Western Subs: | \$ 136,160 | 100% |

|                                |          |               |
|--------------------------------|----------|---------------|
| CM Fee                         | 0.090000 | \$ 13,161.00  |
| Construction Contingency       | 1.0000   | \$ 15,000.00  |
| General Requirements           | LS       | \$ -          |
| General Conditions & Staff     | LS       | \$ 10,077.00  |
| Payment & Performance Bond     | 0.008000 | \$ 1,428.00   |
| Builders Risk (By Owner)       | 0.005990 | \$ 1,069.00   |
| GL Insurance                   | 0.008000 | \$ 1,589.00   |
| Total Guaranteed Maximum Price |          | \$ 178,484.00 |

| Activity Name                     | OD  | Start       | Finish      | TF        | 2021   |    |    |          |    |    |       |    |    |       |    |    |     |    |    |      |    |    |    |    |    |    |  |  |  |  |  |  |    |
|-----------------------------------|---|-------------|-------------|-----------|--|----|----|----------|----|----|-------|----|----|-------|----|----|-----|----|----|------|----|----|----|----|----|----|--|--|--|--|--|--|----|
|                                   |   |             |             |           | January  |    |    | February |    |    | March |    |    | April |    |    | May |    |    | June |    |    |    |    |    |    |  |  |  |  |  |  |    |
|                                   |   |             |             |           | 10   | 17 | 24 | 31       | 07 | 14 | 21    | 28 | 07 | 14    | 21 | 28 | 04  | 11 | 18 | 25   | 02 | 09 | 16 | 23 | 30 | 06 |  |  |  |  |  |  |    |
| <b>Birkdale- Boardwalk Repair</b> | 157   | 02-Oct-20 A | 10-May-21   | 0         | <div><div></div> GMP- Draft Copy: Comments/Approved by Owner</div> <div><div></div> GMP- Final Copy: Submitted to Owner</div> <div><div></div> GMP- Owner place on Board Agenda</div> <div><div></div> GMP- Board Approval</div> <div><div></div> Construction: Kick-off Meeting</div> <div><div></div> NTP</div> <div><div></div> Decking- Removal</div> <div><div></div> Decking- Installation</div> <div><div></div> Cleanup</div> <div><div></div> Inspection</div> <div><div></div> Completion of Project</div> |    |    |          |    |    |       |    |    |       |    |    |     |    |    |      |    |    |    |    |    |    |  |  |  |  |  |  |    |
|                                   | <b>Preconstruction</b>                      | 92          | 02-Oct-20 A | 09-Feb-21 |  |    |    |          |    |    |       |    |    |       |    |    |     |    |    |      |    |    |    |    |    |    |  |  |  |  |  |  | 0  |
|                                   | GMP- Draft Copy: Submitted to Owner         | 0           | 02-Oct-20 A |           |  |    |    |          |    |    |       |    |    |       |    |    |     |    |    |      |    |    |    |    |    |    |  |  |  |  |  |  |    |
|                                   | GMP- Draft Copy: Comments/Approved by Owner | 2           | 26-Jan-21   | 27-Jan-21 |  |    |    |          |    |    |       |    |    |       |    |    |     |    |    |      |    |    |    |    |    |    |  |  |  |  |  |  | 7  |
|                                   | GMP- Final Copy: Submitted to Owner         | 1           | 28-Jan-21   | 28-Jan-21 |  |    |    |          |    |    |       |    |    |       |    |    |     |    |    |      |    |    |    |    |    |    |  |  |  |  |  |  | 7  |
|                                   | GMP- Owner place on Board Agenda            | 0           | 09-Feb-21*  |           |  |    |    |          |    |    |       |    |    |       |    |    |     |    |    |      |    |    |    |    |    |    |  |  |  |  |  |  | 0  |
|                                   | GMP- Board Approval                         | 0           |             | 09-Feb-21 |  |    |    |          |    |    |       |    |    |       |    |    |     |    |    |      |    |    |    |    |    |    |  |  |  |  |  |  | -1 |
|                                   | <b>Construction</b>                         | 65          | 09-Feb-21   | 10-May-21 |  |    |    |          |    |    |       |    |    |       |    |    |     |    |    |      |    |    |    |    |    |    |  |  |  |  |  |  | 0  |
|                                   | Construction: Kick-off Meeting              | 5           | 09-Feb-21   | 15-Feb-21 |  |    |    |          |    |    |       |    |    |       |    |    |     |    |    |      |    |    |    |    |    |    |  |  |  |  |  |  | -1 |
|                                   | NTP   | 0           | 15-Feb-21*  |           |  |    |    |          |    |    |       |    |    |       |    |    |     |    |    |      |    |    |    |    |    |    |  |  |  |  |  |  | 0  |
|                                   | Decking- Removal                            | 35          | 15-Feb-21   | 02-Apr-21 |  |    |    |          |    |    |       |    |    |       |    |    |     |    |    |      |    |    |    |    |    |    |  |  |  |  |  |  | 0  |
|                                   | Decking- Installation                       | 55          | 17-Feb-21   | 04-May-21 |  |    |    |          |    |    |       |    |    |       |    |    |     |    |    |      |    |    |    |    |    |    |  |  |  |  |  |  | 0  |
|                                   | Cleanup                                     | 2           | 05-May-21   | 06-May-21 |  |    |    |          |    |    |       |    |    |       |    |    |     |    |    |      |    |    |    |    |    |    |  |  |  |  |  |  | 0  |
|                                   | Inspection                                  | 2           | 07-May-21   | 10-May-21 |  |    |    |          |    |    |       |    |    |       |    |    |     |    |    |      |    |    |    |    |    |    |  |  |  |  |  |  | 0  |
|                                   | Completion of Project                       | 0           |             | 10-May-21 |  |    |    |          |    |    |       |    |    |       |    |    |     |    |    |      |    |    |    |    |    |    |  |  |  |  |  |  | 0  |

Actual Work

Remaining Work

Critical Remaining Work

Milestone





**BASIS OF COST, ASSUMPTIONS and CLARIFICATIONS**

| Item | Div | Scope               | Description   |
|------|-----|---------------------|---|
| 01   | 00  | Hurricanes          | The cost of hurricane preparation work, demobilization and remobilization of scaffolding, and protection and/or movement of materials to prepare for a hurricane is not included in the Guaranteed Maximum Price (GMP) and will be handled as a contingency adjustment and/or change management request if required.  |
| 02   | 00  | Covid- 19           | The GMP does not include any increase in cost or schedule extension as a result of environment impacts from the COVID-19 Pandemic.  |
| 03   | 00  | Chemical Toilets    | If a chemical toilets cannot be placed in close vicinity to the work areas, other arrangements must be made for the construction workers to use onsite restroom facilities.   |
| 04   | 00  | Water               | Temporary water for construction use will be sourced from a hose bib located near the work  |
| 05   | 00  | Power               | Temporary lighting and power will utilize the existing lighting circuits.   |
| 06   | 00  | By Owner            | The Owner shall provide and pay for the following items, separate from the Guaranteed Maximum Price (GMP):<br>: Permit Fees, inspection fees, and utility connection fees<br>: Contract Document Revisions by Governing Authorities<br>: Signed & Sealed Engineered drawings<br>: Materials testing; costs for tests that fail will be paid by the responsible Subcontractor. |
| 07   | 00  | Submittals          | Equipment & Material submittals will be provided to the owner prior to procurement or installation. Owner shall review and provide stamped submittal approvals. CM will procure equipment based on owner stamped "Approved" submittals. CM does not provide any calculations, engineering, recommendations, or design of any kind.  |
| 08   | 00  | Power & Water       | GMP includes use of onsite existing power and water for use during construction.  |
| 09   | 00  | Existing Conditions | GMP does not include repairs for any damaged existing conditions that are encountered within the project.   |
| 10   | 00  | Hours               | The work is to be performed during the hours of 8:00 am to 5:00 pm, Monday through Friday   |
| 11   | 00  | Cleaning            | GMP does not include pressure washing of existing boardwalk.  |
| 12   | 00  | Maintenance         | Upon completion, GMP does not include a maintenance period of kind.   |
| 13   | 01  | Change Orders       | GMP includes Subcontractor Change Order Rates for owner requested repairs. Labor Rate- \$190/hr (Base on 4 man crew), Material Markup: 10%, OH&P Markup: 5%.  |
| 14   | 01  | Contingency         | Contingency amount is base upon replacement of 10% (+/-) of the stringers.  |
| 15   | 01  | Contingency         | A construction contingency amount is included in the GMP. Contingency will only be used with owner representative permission via a signature or a change order. Any unused owner controlled contingency or contractor "buy out" will be returned to the owner.  |
| 16   | 01  | Limits of work      | GMP only includes replacement of decking, railing, and rail post material at the boardwalk & gazebo.  |
| 17   | 01  | Excludes            | GMP excludes Surveying, As-Builts, and Testing.   |
| 18   | 01  | Description         | GMP is based on quantities taken from Birkdale Boardwalk drawing dated 5/31/2007 provided by VOW. Drawings were provided for quantity take-off purposes only. Any revisions as a result of engineered drawings required by the Building Department may cause an increase to the   |



EXTENDED WARRANTIES



TREX® LIMITED WARRANTY

Trex Company, Inc. (hereinafter "Trex") warrants to the original purchaser ("Purchaser") that, for the period of time set forth in the following sentence, under normal use and service conditions, Trex® product (the "Product") shall be free from material defects in workmanship and materials, and shall not split, splinter, rot or suffer structural damage from termites or fungal decay. The term of such warranty shall be twenty-five (25) years from the date of original purchase for a residential application, and ten (10) years from the date of original purchase for a commercial application. If a defect occurs within the warranty period, Purchaser shall notify Trex in writing and, upon confirmation by an authorized Trex representative of the defect, Trex's sole responsibility shall be, at its option, to either replace the defective Product or refund the portion of the purchase price paid by Purchaser for such defective Product (not including the cost of its initial installation).

For purposes of this warranty, a "residential application" shall refer to an installation of the Product on an individual residence, and a "commercial application" shall refer to any installation of the Product other than on an individual residence.

**Notwithstanding the foregoing, (a), the term of the warranty for the LED lights and housing for Trex DeckLighting™ shall be seven (7) years, the term of the warranty for the LED lights and housing for Trex LandscapeLighting™ shall be five (5) years, the term of the warranty for the dimmer, timer and transformer for both shall be three (3) years, and the term of the warranty for the motion controller for both shall be one (1) year, in each case provided that a Trex transformer is used (with no warranty on any components if a Trex transformer is not used), and any other parts or accessories shall not be warranted; (b) with respect to hardware for the Trex Surroundings® gate (gate frame, hinges and screws), the term of the warranty shall be five (5) years, (c) with respect to Trex Decorative Balusters, the term of the warranty covering the paint coating shall be ten (10) years, and shall be prorated in the following manner: 100% replacement for the first five (5) years; and 50% replacement for the next five (5) years, (d) the term of the warranty for Transcend Product used as outdoor cladding shall be twenty-five (25) years for both a residential application and a commercial application, and (e) this warranty shall not apply to Trex Elevations® steel deck framing, Trex Signature® aluminum railing and TrexTrim™ (which each have separate warranties).**

**TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, THIS WARRANTY SHALL NOT COVER AND TREX SHALL NOT BE RESPONSIBLE FOR COSTS AND EXPENSES INCURRED WITH RESPECT TO THE REMOVAL OF DEFECTIVE PRODUCT OR THE INSTALLATION OF REPLACEMENT MATERIALS, INCLUDING BUT NOT LIMITED TO LABOR AND FREIGHT.**

With respect to a residential application, this warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the

property upon which the Product was originally installed. With respect to a commercial application, this warranty is freely transferable to subsequent buyers of the property upon which the Product was originally installed.

To make a claim under this limited warranty, Purchaser, or the transferee, shall send to Trex, within the warranty period referred to above, a description of the claimed defect and proof of purchase, to the following address:

Trex Company, Inc.  
Customer Relations  
160 Exeter Drive  
Winchester, VA 22603-8605

Trex does not warrant against and is not responsible for any condition attributable to: (1) improper installation of Product and/or failure to abide by Trex's installation guidelines, including but not limited to improper gapping; (2) use of Product beyond normal use and service conditions, or in an application not recommended by Trex's guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which Product is installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains); (5) variations or changes in color of Product; (6) improper handling, storage, abuse or neglect of Product by Purchaser, the transferee or third parties; or (7) ordinary wear and tear.

No person or entity is authorized by Trex to make and Trex shall not be bound by any statement or representation as to the quality or performance of Product other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by Trex and Purchaser.

**TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, UNDER NO CIRCUMSTANCES WILL TREX BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND TREX'S LIABILITY FOR NON-PERSONAL INJURY CLAIMS WITH RESPECT TO DEFECTIVE PRODUCT SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCT OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.**

Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from State to State or Province to Province.

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**GENERAL CONDITIONS**

| ITEM DESCRIPTION                              | Utilization Rate | QTY. | Unit | Unit Cost | Cost   | Remarks                |
|---|------------------|------|------|-----------|--------|------------------------|
| <b>GENERAL CONDITIONS</b>                     |                  |      |      |           |        |                        |
| <b>LAYOUT</b>                                 |                  |      | ls.  |           | \$ -   |                        |
| Layout Partitions                             |                  |      | sf.  |           | \$ -   |                        |
| Independent Surveyor                          | 1                | -    | ls.  | -         | \$ -   |                        |
| Ground penetrating radar                      | 1                | -    | ls.  | 10,000.00 | \$ -   |                        |
| As-Built Survey                               | 1                | -    | ls.  | 25,000.00 | \$ -   |                        |
| <b>TESTING AND COMMISSIONING</b>              |                  |      |      |           |        |                        |
| Third Party Testing & Inspections             | 1                | -    | ls.  | -         | \$ -   |                        |
| Fundamental Commissioning & LEED for schools  | 1                | -    | ls.  | -         | \$ -   |                        |
| <b>TEMPORARY FACILITIES</b>                   |                  |      |      |           |        | see below              |
| Field Office - Contractor                     | 1                | -    | mo.  | 1,300.00  | \$ -   |                        |
| Field Meeting Trailer                         |                  |      | mo.  | 400.00    | \$ -   |                        |
| Set-up & Removal                              | 1                | -    | ea.  | 11,922.00 | \$ -   |                        |
| Field Office Entry Platforms                  | 1                | -    | mo.  | 145.00    | \$ -   |                        |
| Field Office Furniture - Contractor           |                  |      | ls.  |           | \$ -   |                        |
| Conference Table w/ 8 Chairs                  | 1                | -    | ls.  | 3,000.00  | \$ -   |                        |
| Field Office Janitor Service - Trailer        | 1                | -    | mo.  | 140.00    | \$ -   |                        |
| Chemical Toilets - Contractor                 | 1                | 2    | mo.  | 125.00    | \$ 250 |                        |
| Septic Holding Tanks - Contractor             | 1                | -    | mo.  | 295.00    | \$ -   |                        |
| FO Computer Network Conn./Cable Access        | 3                | -    | mo.  | 100.00    | \$ -   |                        |
| <b>TEMPORARY CONSTRUCTION</b>                 |                  |      |      |           |        | see below              |
| Temporary Fence / 6' Windscreen - Rent        | 1                | -    | lf.  | 13.00     | \$ -   |                        |
| Temporary Job Fence Repair / Relocation       | 1                | -    | lf.  | 3.00      | \$ -   |                        |
| Job Signs                                     | 1                | 0.10 | ls.  | 1,500.00  | \$ 150 |                        |
| Field Office Security System                  | 1                | -    | mo.  | 120.00    | \$ -   |                        |
| <b>SITE SECURITY</b>                          |                  |      |      |           |        |                        |
| Security Guard                                | 1                | -    | mo.  | 6,000.00  | \$ -   |                        |
| <b>CLEAN UP</b>                               |                  |      |      |           |        | see below              |
| Final Cleaning                                | 1                | -    | ls.  | -         | \$ -   |                        |
| 20 YD - Dumpster                              | 1                | -    | ld.  | 535.00    | \$ -   |                        |
| 6-8 YD - Tip Dumpster                         | 1                | -    | ld.  | 535.00    | \$ -   |                        |
| <b>TEMPORARY LABOR</b>                        | -                | -    |      | -         | \$ -   | see below              |
| Temporary Construction Labor                  | 1                | -    | ls   | 50,000.00 | \$ -   |                        |
| <b>PERMIT &amp; IMPACT FEES</b>               | -                | -    |      | -         | \$ -   | excluded               |
| <b>SUPPLIES</b>                               |                  |      |      |           |        | see below              |
| Office Supplies                               | 1                | -    | mo.  | 300.00    | \$ -   |                        |
| Project Management Bluebeam Software Licenses | 1                | -    | ea.  | 499.00    | \$ -   | per license, one time  |
| Viewpoint Construction Management Program     | -                | -    | ea.  | 100.00    | \$ -   | per license, per month |
| E-Builder Construction Management Program     |                  | -    | ea.  | 1,600.00  | \$ -   | per license, per year  |
| Cell Phones                                   | 1                | -    | ea.  | 100.00    | \$ -   |                        |
| Hardline Telephone / Fax                      | 1                | -    | ea.  | 175.00    | \$ -   |                        |
| Staff Computers                               | 1                | -    | ea.  | 2,200.00  | \$ -   |                        |
| Refrigerator                                  | 1                | -    | ea.  | 500.00    | \$ -   |                        |
| Postage & Overnight Mail                      | 1                | -    | mo.  | 200.00    | \$ -   |                        |
| Safety Barricades                             | 1                | 1    | mo.  | 200.00    | \$ 200 |                        |
| Drug Test Program                             | 1                | -    | ea.  | 75.00     | \$ -   |                        |
| Jessica Lunsford Act                          | -                | -    | ea.  | 125.00    | \$ -   |                        |
| Progress Photos                               | -                | -    | mo.  | 25.00     | \$ -   |                        |
| Progress Photos - Aerials by Drone            | 1                | -    | mo.  | 150.00    | \$ -   |                        |
| Progress Photos - Professional Photographer   | 1                | -    | mo.  | 450.00    | \$ -   |                        |
| Copier  | 1                | -    | ea.  | 500.00    | \$ -   |                        |
| First Aid Supplies                            | -                | -    | mo.  | 50.00     | \$ -   |                        |



**GENERAL CONDITIONS**

| ITEM DESCRIPTION  | Utilization Rate | QTY. | Unit | Unit Cost   | Cost      | Remarks   |
|---|------------------|------|------|-------------|-----------|-----------|
| <b>GENERAL CONDITIONS</b>                               |                  |      |      |             |           |           |
| Eye Wash Station  | 1                | -    | ea.  | 550.00      | \$ -      |           |
| Safety Shower   | 1                | -    | ea.  | 1,500.00    | \$ -      |           |
| Designated Safety/Point Gathering Area                  | 1                | -    | ea.  | 1,000.00    | \$ -      |           |
| Hard Hats - Staff                                       | 1                | -    | ea.  | 25.00       | \$ -      |           |
| Hard Hats - Guests                                      | 1                | -    | ea.  | 25.00       | \$ -      |           |
| Ice   | 1                | -    | mo.  | 55.00       | \$ -      |           |
| Bottled Water   | 1                | -    | mo.  | 100.00      | \$ -      |           |
| Weather Thermometer (Weather Station)                   | 1                | -    | ea.  | 500.00      | \$ -      |           |
| Reproduction Expenses                                   | 1                |      | set  | 200.00      | \$ -      |           |
| <b>COVID 19</b>   |                  |      |      |             |           | see below |
| Hand Wash Stations                                      | 1                | -    | ea.  | 550.00      | \$ -      |           |
| Signage   | 1                | -    | ls.  | 1,000.00    | \$ -      |           |
| Temperature Readers                                     | 1                | -    | ea.  | 75.00       | \$ -      |           |
| Soap Dispensers   | 1                | -    | mo.  | 25.00       | \$ -      |           |
| Job Office- PPE: Mask, sanitizer, gloves                | 1                | -    | ls.  | 50.00       | \$ -      |           |
| <b>UTILITIES</b>  |                  |      |      |             |           | see below |
| Construction Power - Meter and Pole Install for Trailer | 1                | -    | ea.  | 4,500.00    | \$ -      |           |
| Construction Power - Site Lighting Install for Trailer  | 1                | -    | ea.  | 1,200.00    | \$ -      |           |
| Water Consumption - Water Line Installation for Trailer | 1                | -    | ls.  | 1,500.00    | \$ -      |           |
| Internal Networking Hub - Intranet Installation         | 1                | -    | ls.  | -           | \$ -      |           |
| Construction Electric Power - Monthly                   | 1                | -    | mo.  | 350.00      | \$ -      |           |
| Water Consumption - Monthly                             | 1                | -    | mo.  | 225.00      | \$ -      |           |
| Internet - Monthly                                      | 1                | -    | mo.  | 125.00      | \$ -      |           |
| Field Office Security System - Monthly                  | 1                | -    | mo.  | 120.00      | \$ -      |           |
| <b>HOISTING</b>   |                  |      |      |             |           | see below |
| Stair Scaffolding                                       | 1                | -    | mo.  | 6,000.00    | \$ -      |           |
| <b>EQUIPMENT</b>  |                  |      | ls.  |             | \$ -      |           |
| Small Tools   | 1                | -    | ea.  | 500.00      | \$ -      |           |
| Utility Cart - Used                                     | 1                | -    | ea.  | 8,000.00    | \$ -      |           |
| Mechanical Lull / Lift / Hoisting                       | 1                | -    | mo.  | 4,500.00    | \$ -      |           |
| Mechanical Lull & Cart Fuel and Maintenance             | 1                | -    | mo.  | 500.00      | \$ -      |           |
| <b>SCHEDULING</b>                                       |                  |      |      |             |           | see below |
| Scheduling Set-Up                                       | 1                | -    | ea.  | 3,742.00    | \$ -      |           |
| Scheduling Updates                                      | 1                | -    | mo.  | 450.00      | \$ -      |           |
| <b>MISC. REQUIREMENTS</b>                               |                  |      |      |             |           | see below |
| Ribbon Ceremony   | 1                | -    | ls.  | 500.00      | \$ -      |           |
| Project Signage   | -                | -    | ls.  | 500.00      | \$ -      |           |
| Project Closeout  | 1                | -    | ls.  | 1,850.00    | \$ -      |           |
| <b>SUB TOTAL GENERAL CONDITIONS</b>                     |                  |      |      |             | \$ 600    |           |
| <b>GENERAL REQUIREMENTS</b>                             |                  |      |      |             |           |           |
| <b>SUB TOTAL GENERAL REQUIREMENTS</b>                   |                  |      |      |             | \$ -      |           |
| <b>SUB TOTAL STAFFING</b>                               | 1                | 1    | ls.  | \$ 9,477.30 | \$ 9,477  |           |
| <b>TOTAL GC, GR, STAFF</b>                              |                  |      |      |             | \$ 10,077 |           |


**GMP STAFFING**

| ITEM #  | POSITION OR TITLE OF STAFF                    | UTILIZATION RATE | QTY IN MONTHS | UNIT PRICE | TOTAL RATE |
|---|---|------------------|---------------|------------|------------|
| <b>Construction Staff: Contract- Year 1 &amp; 2 (4/13/20 - 4/12/22)</b> |   |                  |               |            |            |
| 1   | Home Office Employees - Sines, Martin, Lowery | 0.00             | 1.5           | \$ 21,150  | \$ -       |
| 2   | Project Executive - Jeff Browning             | 0.05             | 1.5           | \$ 21,150  | \$ 1,650   |
| 3   | Senior Project Manager - Morganti             | 0.05             | 1.5           | \$ 16,700  | \$ 1,303   |
| 4   | Project Manager - Morganti                    | 0.00             | 1.5           | \$ 15,400  | \$ -       |
| 5   | Assistant Project Manager - Morganti          | 0.00             | 1.5           | \$ 10,900  | \$ -       |
| 6   | Superintendent - RJ Madzi                     | 0.25             | 1.5           | \$ 17,400  | \$ 6,525   |
| 7   | Project Coordinator- Lisa Rosales             | 0.00             | 1.5           | \$ 8,800   | \$ -       |
| 8   | Field Office (Trailer)                        | 0.00             | 1.5           | \$ 2,500   | \$ -       |
| 9   | Field Office (move in/set up/move out)        | 0.00             | 1.5           | \$ 3,000   | \$ -       |
|   |   |                  |               |            |            |
|   | SUBTOTAL                                      |                  |               |            | \$ 9,477   |
|   |   |                  |               |            |            |
| TOTAL STAFF COSTS   |   |                  |               |            | \$ 9,477   |

PROJECT: Birkdale: Boardwalk Repair

LOCATION: Wellington

ARCH/ENGR.: NA



COMPARISON SHEET

EXHIBIT- R7

1/26/2021

|                       |   |               |           |         |                     | A                | B                | C        | D        |
|-----------------------|---|---------------|-----------|---------|---------------------|------------------|------------------|----------|----------|
| Work Scopes           | TITLE   | FIRM          |           |         |                     | JRawn            | BDI              | Bidder 3 | Bidder 4 |
| 06A                   | Decking- Fencing @ Railing, Trex Decking, Trex Top Rail   |               |           |         | AREA CODE<br>TEL. # | 561-478-7445     | Michael Briggs   |          |          |
| Subcontractor         | JRawn   | \$ 136,160.00 |           | CONTACT | Jack Rawn           | 561-612-4300     |                  |          |          |
|                       | BASE BID  |               |           |         |                     | \$136,160        | \$167,836        |          |          |
|                       | INCLUSIONS/EXCLUSIONS/ADJUSTMENTS   |               |           |         |                     | \$0              | \$25,000         | \$0      | \$0      |
|                       | TOTAL ADJUSTED BID  |               | MI Budget |         |                     | \$136,160        | \$192,836        | \$0      | \$0      |
| SCOPE NOTED (NUMBERS) |   |               |           |         |                     |                  |                  |          |          |
| Scope Section         | INCLUSIONS/EXCLUSIONS   | QUAN.         | UN.       | U.P.    | EXTENSION           |                  |                  |          |          |
| 06A                   | Bond  |               |           |         |                     | Not Required     | Not Required     |          |          |
| 06A                   | Sales Tax   |               |           |         |                     | Not Required     | Not Required     |          |          |
| 06A                   | Addendums   |               |           |         |                     | NA               | NA               |          |          |
| 06A                   | Decking: Removal & disposal of existing   |               |           |         |                     | Yes              | Yes              |          |          |
| 06A                   | Decking: Installation of neoprene rubber strip on existing stringers  |               |           |         |                     | Yes              | Yes              |          |          |
| 06A                   | Decking: Furnish & Installation of TREX 2"x6"x10'.<br>Type: Select. (Color: Grey of Saddle)<br>Location: Boardwalk & Gazebo .           |               |           |         |                     | Yes              | \$17,000.00      |          |          |
| 06A                   | Railings: Removal & dispsal of existing   |               |           |         |                     | Yes              | Yes              |          |          |
| 06A                   | Railings: Mid Rails- Furnish & Installaion of Pressure Treated SYP 2"x6"x16'.<br>Location: Boardwalk & Gazebo.                          |               |           |         |                     | Yes              | Yes              |          |          |
| 06A                   | Railings: Top Rails- Furnish & Installaion of TREX 2"x6"x16'.<br>Type: Select. (Color: Grey of Saddle)<br>Location: Boardwalk & Gazebo. |               |           |         |                     | Yes              | Yes              |          |          |
| 06A                   | Railings: Furnish & Installation of Wire mesh installation.<br>Location: Boardwalk & Gazebo.  |               |           |         |                     | Yes              | Yes              |          |          |
| 06A                   | Rail Post: Removal & dispsal of existing  |               |           |         |                     | Yes              | Yes              |          |          |
| 06A                   | Rail Post: Furnish & Installation Pressure Treated SYP 4"x4".<br>Location: Boardwalk & Gazebo.  |               |           |         |                     | Yes              | \$6,500.00       |          |          |
| 06A                   | Blocking: Between outside stringer and 2nd stringer.<br>Furnish & Install Pressure Treated SYP.<br>Location: Boardwalk & Gazebo.        |               |           |         |                     | Yes              | \$1,500.00       |          |          |
| 06A                   | Repair rate for existing material: Based on 4 man crew  |               |           |         |                     | Rate- \$190/hour | Rate- \$240/hour |          |          |
| 06A                   | Material Markup for replacement of existing material  |               |           |         |                     | Mark up- 10%     | Mark up- 20%     |          |          |
| 06A                   | Over-head Markup for replacement of existing material   |               |           |         |                     | Mark up- 5%      | Mark up- 0%      |          |          |
| 06A                   | Surveying   |               |           |         |                     | Not Included     | Not Included     |          |          |
| 06A                   | As-builts & Testing   |               |           |         |                     | Not Included     | Not Included     |          |          |
| 06A                   | Warranty: (1) year from subcontractor   |               |           |         |                     | Yes              | Yes              |          |          |
|                       |   |               |           |         |                     |                  |                  |          |          |
|                       |   |               |           |         |                     |                  |                  |          |          |
|                       |   |               |           |         |                     |                  |                  |          |          |
|                       | <== Insert new item above this line ==>   |               |           |         |                     |                  |                  |          |          |
| Notes:                |   |               |           |         |                     |                  |                  |          |          |