

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: January 6, 2026

[X] Consent

☐ Regular

[] Workshop

[] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to the Construction Manager (CM) at Risk Services contract (R2019-1515) with Wharton-Smith, Inc. (Wharton) establishing a Guaranteed Maximum Price (GMP) in the amount of \$3,289,559 for Phase 1 of the Animal Care and Control – Belvedere Campus Improvements project for a period of 158 calendar days from notice to proceed.

Summary: On October 8, 2019, the Board of County Commissioners (BCC) approved the CM at Risk Services contract (R2019-1515) with Wharton for construction management services for the Animal Care and Control – Belvedere Campus Improvements project. Amendment No. 1 establishes a GMP in the amount of \$3,289,559 for the construction management services necessary for Phase 1 of this project. Phase 1 of the project includes the furnishing and installation of a modular unit to be used as a temporary clinic, modifications to the existing northwest and southwest retention areas, installation of two (2) temporary gravel parking areas, replacement of existing chain link fencing, relocation of existing gas mains, and modifications to existing storm drainage. Phase 1 of this project includes, but is not limited to, materials and labor to complete demolition, installation of a modular unit, plumbing, electrical work, site earthwork, fencing, and landscaping. The CM will have 158 calendar days from notice to proceed to substantially complete the construction of Phase 1 of the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof for the construction phase of the project are \$564 per day. This CM at Risk Services contract was solicited pursuant to the requirements of the Equal Business Opportunity (EBO) Ordinance. On September 17, 2025, the Goal Setting Committee (GSC) established an Affirmative Procurement Initiative of 20% Small Business Enterprise (SBE) subcontracting participation for the project. The SBE participation for this Amendment is 6.96%. To date, the overall SBE participation on this CM at Risk Services contract is 4.17%. **Funding for this project will be from the Infrastructure Sales Tax Fund. (Capital Improvements Division) District 2 (MWJ)**

Background and Justification: CM at Risk is a project delivery method in which the CM provides design phase assistance, evaluation of cost, schedule and implications of alternate designs, systems and materials, and serves as the general contractor bidding the subcontracts for construction. Amendment No. 1 authorizes the construction management services necessary for Phase 1 of the Animal Care and Control – Belvedere Campus Improvements project.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Amendment No. 1
4. CM at Risk Services History Sheet
5. Nongovernmental Entity Human Trafficking Affidavit
6. Emergency Ordinance Notification Letter

Recommended by:

Department Director

Date _____

Approved by:

Deputy County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	\$3,315,059				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$3,315,059	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget:	Yes	<u>X</u>	No	
Is this item using Federal Funds?	Yes		No	<u>X</u>
Is this item using State Funds?	Yes		No	<u>X</u>

Budget Account No:

Fund <u>3950</u>	Dept <u>411</u>	Unit <u>Q008</u>	Object <u>6502 - \$3,289,559.00</u>
Fund <u>3950</u>	Dept <u>411</u>	Unit <u>Q008</u>	Object <u>6505 - \$25,500.00 (staff cost)</u>

CONSTRUCTION	\$3,289,559.00
STAFF COSTS	\$ 25,500.00
CONTINGENCY	\$ 0.00
TOTAL	\$3,315,059.00

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding for this project is from the Infrastructure Sales Tax Fund.

C. Departmental Fiscal Review: Robert E. Miller
ABM

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<u>Lin M. Kent</u> 12/17/2025 OFMB DA 12/17 QA 12/17 MF 12/17	<u>Frank J. Miller</u> 12/18/25 Contract Development and Control 26 12.18.25 12-18-25 TW
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B. Legal Sufficiency:

[Signature] 12/22/25
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

LOCATION MAP

Project No: 19201
Project Name: Animal Care and Control – Belvedere Campus Improvements
Location: 7100 Belvedere Road, West Palm Beach, FL 33411



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 12/3/25 REQUESTED BY: Rich Avery - 561-233-0208
PROJECT TITLE: ANIMAL CARE & CONTROL - BELVEDERE CAMPUS IMPROVEMENTS
(Same as CIP or IST, if applicable)
ORIGINAL CONTRACT AMOUNT: \$N/A IST PLANNING NO.: N/A
REQUESTED AMOUNT: \$3,315,059.00 BCC RESOLUTION#: R2019-1515
eFDO #: P-2024-004718 DATE: 10/08/2019
PROJECT NUMBER: 19201
CSA NUMBER: N/A SUPPLEMENT NUMBER: N/A
CHANGE ORDER NUMBER: N/A W. O. NUMBER: N/A
TASK ORDER NUMBER: N/A AMENDMENT NUMBER: N/A
SERVICE LOCATION: 7100 Belvedere Rd, West Palm Beach 33411
BUILDING NUMBER: 1512
CONSULTANT:
CONTRACTOR: WHARTON-SMITH, INC.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:
Construction management services necessary for phase 1 of project #19201.

CONSTRUCTION	\$
PROFESSIONAL SERVICES	\$3,289,559.00
STAFF COST*	\$25,500.00
EQUIPMENT/SUPPLIES	\$
ADVERTISEMENT/PERMIT FEES	\$
CONTINGENCY	\$
TOTAL	\$3,315,059.00

* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 3950 DEPT: 411 UNIT: Q008 OBJ: 6502 - 3289,559.00
3950 411 Q008 6505 - STAFF

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

☐ Ad Valorem (Amount\$) ☒ Infrastructure Sales Tax (Amount\$ 3,315,059.00)
☐ State (Source/Type Amount\$) ☐ Federal (Source/Type Amount\$)
☐ Grant (Source/Type Amount\$) ☐ Impact Fees: (Amount\$)
☐ Other (Source/Type Amount\$)

Department: FD&O
BAS APPROVED BY: [Signature] DATE 12/4/2025
ENCUMBRANCE
NUMBER:

RA/GC

ATTACHMENT #3

AMENDMENT # 1
WHARTON-SMITH, INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ANIMAL CARE AND CONTROL - BELVEDERE CAMPUS IMPROVEMENTS
PROJECT NO.: 19201

This Amendment is made as of January 6, 2021 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as Owner, and Wharton-Smith, Inc, authorized to do business in the State of Florida, whose Federal Tax ID# is 59-2392802 hereinafter referred to as "Construction Manager".

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated October 08, 2019 (R2019-1515) (hereinafter the Contract) is in full force and effect and that this Amendment incorporates all the terms and conditions of the Contract as may be supplemented and amended by this Amendment.

WHEREAS, the parties have negotiated a Guaranteed Maximum Price for Phase 1 of the Project, including the Construction Manager's fees calculated in accordance with the terms of the Contract, whereby the Construction Manager will render construction and warranty services and other services as set forth herein and in the Contract;

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Construction Manager, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Construction Manager's Representations. The Construction Manager represents that:

The Construction Manager, Trade Contractors, Sub-subcontractors, material and equipment suppliers have compared Phasing, Demolition, Architectural, Structural, Mechanical, Electrical, Plumbing, Civil and Site Drawings and Specifications and have compared and reviewed all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Amendment, have been corrected or clarified prior to execution of this GMP Amendment to the Contract, and therefore Construction Manager warrants that the GMP (exclusive of contingency) includes the cost of correcting all conflicts, discrepancies, errors, or omissions which Construction Manager identified, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of the Project.

The Construction Manager's review and comparison of all Drawings has taken into consideration the total and complete functioning of all systems and therefore the Construction Manager represents that the GMP represents the total cost for complete

functional systems.

3. Guaranteed Maximum Price. Pursuant to Section 2.2 and Article 6 of the Contract between Owner and Construction Manager, the parties have agreed to a Guaranteed Maximum Price of \$3,289,559.00 for the first construction phase of this Project. The GMP is based on the GMP Summary attached hereto and incorporated herein. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Construction Manager’s GMP proposal, the terms and conditions of the Contract shall control.

4. Schedule of Time for Completion. The time of completion for this Amendment will be as follows: The Construction Manager shall substantially complete the work within 158 calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$564/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.

5. Contract Modifications and Additions. The Contract is hereby modified to include the following terms and conditions:

The Insurance Coverage & Limit Table of General Condition 31.15 to the Contract is amended and modified as follows:

<i>Worker’s Compensation and Employer’s Liability</i>	
<i>Coverage not less than</i>	<i>statutory</i>
<i>Employer’s Liability Limits</i>	<i>\$500,000/\$500,000/\$500,000</i>

The following General Condition is added to the General Conditions:

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

83.1 Construction Manager warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Contractor’s trade contractors and subcontractors performing any duties and obligations under this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

83.2 Construction Manager shall obtain from each of its trade contractors and subcontractors an affidavit stating that the trade subcontractor or subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Construction Manager shall maintain a copy of any such affidavit from a trade contractor or subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

83.3 Owner shall terminate this Contract if it has a good faith belief that Construction Manager has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

83.3.1 If Owner has a good faith belief that Construction Manager’s trade contractor or subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, Owner shall notify Construction Manager to terminate its contract with the trade contractor or subcontractor and Construction Manager shall immediately terminate its contract with the trade contractor or subcontractor.

83.4 If Owner terminates this Contract pursuant to the above, Construction Manager shall be

barred from being awarded a future contract by Owner for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Construction Manager shall also be liable for any additional costs incurred by Owner as a result of the termination.

Subsection 2.1.13.4 is added to Article 2 of the Contract as follows:

2.1.13.4 County Written Approval Required for Work to be Negotiated or Self-Performed by CM. Construction Manager must take competitive bids on the Work; however, if: 1) no bids are received for a portion of the Work; or 2) the bids received for a portion of the Work exceed the applicable line item amount in the GMP; or 3) Construction Manager is unable to obtain the mandatory subcontracting goal set by the County's Goal Setting Committee in 2.1.13.1(b)(ii) after competitive bidding, then County may agree to the Construction Manager negotiating with Trade Contractors for the performance of that Work. In addition, County may agree in situations 1 and 2 above that the Construction Manager can self-perform the Work for the specified line item lump sum amount or less. Such County approval must be in writing. Nothing in this section shall affect the obligation of the Construction Manager to meet the requirements of the County's Equal Business Opportunity Program as set forth in Section 2.1.13.1.

Article 6, section 6.3 of the Contract is deleted in its entirety and replaced with the following:

6.3 Construction Contingency.

(a) Construction Manager's Contingency. In addition to the Cost of Work, the GMP will include an agreed upon sum as the Construction Manager's Contingency which is included for the purpose of defraying expenses that were unforeseen at the time of establishment of the GMP as described in this 6.3(a). The Construction Manager will be required to furnish documentation evidencing expenditures to be charged to this Contingency prior to the release of funds by the Owner. Documentation for use of the Construction Manager's Contingency shall be determined by the Owner. The Construction Manager's Contingency is only available for the following costs:

(1) Trade Contractor Buyout. Pursuant to the award of trade contracts under Section 2.2.3, if trade contracts are executed below the applicable line items in the GMP, the surplus will be added to the Construction Manager's Contingency. If trade contracts are above the applicable line item in the GMP, the deficiency will be taken from the Construction Manager's Contingency, however such events shall not be cause to increase the GMP.

(2) Scope Gap. Documented scope gaps between trade contractors will be taken from the Construction Manager's Contingency, unless work is shown on drawings.

(3) Trade Contractor Default. Costs incurred due to contract default by trade contractors will be taken from the Construction Manager's Contingency.

(4) Reconciliation of Allowances. Allowances will be reconciled through the use of the Construction Manager's Contingency.

(5) Unforeseen Field Conditions. Costs incurred by the Construction Manager due to unforeseen field conditions will be taken from the Construction Manager's Contingency.

The costs listed above as recoverable from the Construction Manager's Contingency are

recoverable only from the Construction Manager's Contingency and only to the extent there are funds available in the Construction Manager's Contingency; such costs can never be the basis for an increase to the GMP.

The Construction Manager's Contingency shall not be used for design errors and omissions which a prudent Construction Manager should reasonably have detected during the Construction Manager's pre-construction duties and reasonable due diligence by the Construction Manager.

(b) Owner's Contingency. The Construction Manager shall include a line item for the Owner's Contingency in the GMP. This line item will initially be \$0 but as work progresses on the Project and overages in various line items in the GMP are identified, then Construction Manager shall move any identified line item overages to the Owner's Contingency line item. Owner may use the amounts in the Owner's Contingency to fund Owner initiated change orders under General Condition 65. Additionally, if Owner and Construction Manager mutually agree that there are surplus funds in the Construction Manager's Contingency described in Section 6.3(a) above, then Construction Manager shall move such surplus funds to the Owner's Contingency line item for use by Owner to fund Owner initiated change orders.

The following Articles are added to the Contract:

ARTICLE 19 - INTERACTIONS WITH COUNTY STAFF

In all interactions with County staff, Construction Manager and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.

ARTICLE 20 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Construction Manager certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 21 – HUMAN TRAFFICKING AFFIDAVIT

Construction Manager warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Construction Manager has executed the Nongovernmental Entity Human Trafficking Affidavit.

Article 15 of the Contract is deleted in its entirety and replaced with the following:

ARTICLE 15 – NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Construction Manager warrants and represents that throughout the term of

Page 4 of 8

the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the Construction Manager represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2025-0748 as may be amended. As part of such compliance, the Construction Manager shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subconsultants, subcontractors, vendors, suppliers, or commercial customers, nor shall the Construction Manager retaliate against any person for reporting instances of such discrimination. The Construction Manager shall provide equal opportunity for subconsultants, subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Construction Manager understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the Construction Manager from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

6. EBO Program. The County's Goal Setting Committee has applied a mandatory subcontracting goal for this GMP Amendment as follows:

The SBE subcontracting goal for this GMP Amendment is a mandatory minimum of 20% SBE participation.

As evidenced by the attached Schedule 1 and Schedule 2s, Construction Manager has agreed to provide the following participation on this Amendment: 6.96% SBE participation

7. Emergency Ordinance. The Contract and this Amendment is subject to the County Emergency Ordinance 2025-014, approved by the Board of County Commissioners on June 3, 2025.

8. Attachments. The following attachments are attached hereto and incorporated herein by reference:

Attachment A – Contract Modifications and Additions
GMP Summary
Public Construction Bond
Form of Guarantee
Insurance Certificate(s)
EBO Schedules 1 and 2(s)
SunBiz Report or Affidavit of Signature Authority

9. Except as specifically modified herein, the Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Contract.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Project Name: Animal Care and Control - Belvedere Campus Improvements
Project Number: 19201

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the County; and an authorized official of the Construction Manager has made and executed this Amendment on behalf of the Construction Manager.

ATTEST:
MICHAEL A. CARUSO,
CLERK & COMPTROLLER

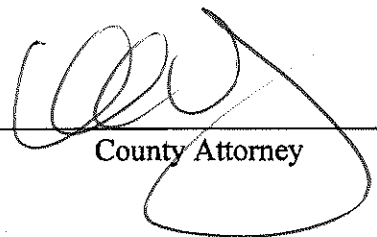
PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

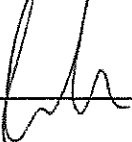
APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

By:  _____
Acting Director - FD&O


Project Name: Animal Care and Control - Belvedere Campus Improvements
Project Number: 19201

WITNESS: FOR CONSTRUCTION MANAGER CONSTRUCTION MANAGER:
SIGNATURE WHARTON-SMITH, INC.



Signature

Angela Lynn Kushner
Name (type or print)

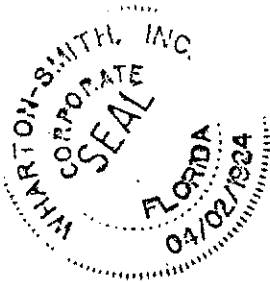


Signature

Gregory L. Williams
Name (type or print)

Vice President of Operations
Title

(Corporate Seal)





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

Detail by Entity Name

Florida Profit Corporation
WHARTON-SMITH, INC.

Filing Information

Document Number G94383
FEI/EIN Number 59-2392802
Date Filed 04/03/1984
Effective Date 04/02/1984
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 03/21/2024
Event Effective Date NONE

Principal Address

750 MONROE RD
SANFORD, FL 32771

Changed: 04/25/2006

Mailing Address

750 Monroe Road
Sanford, FL 32771

Changed: 01/02/2020

Registered Agent Name & Address

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

Name Changed: 10/07/2019

Address Changed: 10/07/2019

Officer/Director Detail

Name & Address

Title President, CEO, Treasurer

SMITH, TIMOTHY S
750 MONROE RD
SANFORD, FL 32771

Title Chairman, Asst. Secretary

DAVOLI, RONALD F
750 MONROE RD
SANFORD, FL 32771

Title Director

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

Title COO

HEWITT, PATRICK J
750 MONROE RD
SANFORD, FL 32771

Title COO

CRAFTON, DARIN A
750 MONROE ROAD
Sanford, FL 32771

Title Director

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

Title Director

Williams, Gregory L
750 MONROE RD
SANFORD, FL 32771



Title CFO, Secretary

POMPEO, STEPHANIE
750 MONROE RD
SANFORD, FL 32771

Title Director

BOAGNI, ANDRE
750 MONROE RD
SANFORD, FL 32771

Annual Reports

Report Year	Filed Date
2023	01/03/2023
2024	01/03/2024
2025	01/08/2025

Document Images

01/08/2025 -- ANNUAL REPORT	View image in PDF format
03/21/2024 -- Amendment	View image in PDF format
01/03/2024 -- ANNUAL REPORT	View image in PDF format
04/21/2023 -- Amendment	View image in PDF format
02/17/2023 -- Amendment	View image in PDF format
01/03/2023 -- ANNUAL REPORT	View image in PDF format
04/12/2022 -- Amendment	View image in PDF format
01/04/2022 -- ANNUAL REPORT	View image in PDF format
07/06/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
01/06/2021 -- ANNUAL REPORT	View image in PDF format
07/06/2020 -- Amendment	View image in PDF format
01/31/2020 -- Amendment	View image in PDF format
01/21/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/02/2020 -- ANNUAL REPORT	View image in PDF format
10/07/2019 -- Reg. Agent Change	View image in PDF format
01/02/2019 -- ANNUAL REPORT	View image in PDF format
01/02/2018 -- ANNUAL REPORT	View image in PDF format
03/30/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
01/03/2017 -- ANNUAL REPORT	View image in PDF format
09/12/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/06/2016 -- ANNUAL REPORT	View image in PDF format
06/18/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
05/18/2015 -- Amendment	View image in PDF format
04/07/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
02/04/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/05/2015 -- ANNUAL REPORT	View image in PDF format
12/01/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
06/23/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
04/12/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
01/16/2013 -- ANNUAL REPORT	View image in PDF format
01/10/2012 -- ANNUAL REPORT	View image in PDF format
04/18/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2011 -- ANNUAL REPORT	View image in PDF format
07/08/2010 -- Amendment	View image in PDF format
01/20/2010 -- ANNUAL REPORT	View image in PDF format
01/30/2009 -- ANNUAL REPORT	View image in PDF format
01/23/2008 -- ANNUAL REPORT	View image in PDF format
03/01/2007 -- ANNUAL REPORT	View image in PDF format

GMP SUMMARY

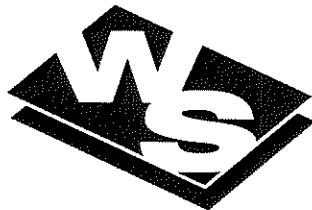
1. The GMP Summary is a document that provides a high-level overview of the project's goals, objectives, and key deliverables. It is intended to be a concise and clear summary of the project's scope and purpose, and it is typically used to communicate the project's goals and objectives to stakeholders and to provide a clear understanding of the project's scope and purpose.



CONSTRUCTION MANAGER AT RISK
SERVICES FOR THE

ANIMAL CARE AND CONTROL -
BELVEDERE CAMPUS IMPROVEMENTS
PROJECT # 19201

SEQUENCE 0
GMP



Wharton-Smith, Inc.
CONSTRUCTION GROUP



Construction Manager at Risk Services for the
Palm Beach County
Animal Care and Control Renewal Replacement
Project # 19201
Sequence 0
GMP

Table of Contents

Section 1	GMP Summary
Section 2	Newspaper Advertisement
Section 3	Bid Tabulation
Section 4	Project Inclusions, Exclusions, and Allowances
Section 5	Estimate Details
Section 6	General Requirements
Section 7	General Conditions
Section 8	Preliminary Schedule
Section 9	OSBD
Section 10	Bonds and Insurance



Section 1
GMP Summary

GMP SECTION COVER



PBC Animal Care & Control - Sequence 0
Palm Beach County
ESTIMATING WORKSHEET SUMMARY

Spec	DESCRIPTION		TOTAL	RECOMMENDED BIDDER	SBE Firm
	Direct Costs				
	General Requirements		253,442.83		
021000	Demolition		18,000.00	Wildcat Demolition	SBE
	Remove buried foundation for structures		20,000.00	Allowance	
	Remove storage portable utility pipe & conduit		10,000.00	Allowance	
	Sub Bond		960.00		
132400	Modular Units		566,537.22	Mobile Modular	
	Increase from 52x60 to 60x72		113,307.44	Allowance	
	Interior Lead Lined Walls, Signage, Data		41,166.00	Allowance	
	Selective Demo		51,810.00	Allowance	
	Entrance Ramp Modification for Gurneys		5,000.00	Allowance	
	Utilities		20,423.31	Allowance	
	Sub Bond		15,964.88		
210000	Plumbing		16,891.00	Stokes Mechanical	SBE
	Domestic water meter for modular		15,000.00	Allowance	
	Hair Interceptors		12,000.00	Allowance	
	Sub Bond		877.82		
260000	Electrical		65,750.00	Blyco Electric	SBE
	Conflicting light pole removal & relocation		30,000.00	Allowance	
	Power and data to modular		30,000.00	Allowance	
	Power meter		7,500.00	Allowance	
	Low voltage allowance inside modulars		50,000.00	Allowance	
	Sub Bond		3,665.00		
310000	Site Earthwork, Utilities & Paving		739,785.00	American Engineering	
	Utilities		169,313.71	Allowance	
	Sub Bond		13,636.48		
323113	Fencing		39,580.00	A Great Fence	
	Sub Bond		791.60		
329300	Landscaping & Irrigation		5,632.39	Allowance	
	Repair and tree demo for modular installation		26,632.00	Allowance	
	Sub Bond				
	TOTAL DIRECT COSTS		2,343,666.67		
	Indirect Costs				
	General Conditions	13.67%	449,587.52		
	BIM Services	0.10%	3,289.56		
	IT Software	0.21%	6,908.47		
	General Liability Insurance	1.11%	36,514.10		
	Builder's Risk Insurance	0.15%	4,974.21		
	Permits	0.50%	16,405.67		
	P&P Bond	0.74%	24,233.40		
	SUBTOTAL		2,885,579.60		
	Construction Contingency	9.00%	259,700.42		
	Owner Contingency	0.00%	0.00		
	Subtotal		3,145,280.02		
	Fee	5.00%	144,278.98		
	Sequence 0 GMP		3,289,559.00		



Construction Manager at Risk Services for the
Palm Beach County
Animal Care and Control Renewal Replacement
Project # 19201
Sequence 0
GMP

Section 2
Newspaper Advertisement

GMP SECTION COVER



Wharton-Smith, Inc.
CONSTRUCTION GROUP



AFFIDAVIT OF PUBLICATION

Carly Burleson
Wharton-Smith, Inc.
750 MONROE ROAD
SANFORD FL 32771

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Bids & Proposals, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

WPB Palm Beach Post 10/05/2025, 10/12/2025,
10/19/2025
WPB 10/05/2025, 10/12/2025,
palmbeachpost.com 10/19/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/19/2025

Legal Clerk
Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$697.25
Tax Amount: \$0.00
Payment Cost: \$697.25
Order No: 11727303 # of Copies:
Customer No: 763685 1
PO #:

THIS IS NOT AN INVOICE!
Please do not use this form for payment remittance.

Project: Palm Beach County Animal Care and Control Facility Renewal and Replacement, Sequence 0
Bid Date: November 4, 2025 at 2:00 PM
Wharton-Smith, Inc., together with Messam Construction and Kirchman Construction Co. proudly serves as the Construction Manager for Palm Beach County and is soliciting proposals from prequalified subcontractors for the construction of Sequence 0 of the Palm Beach County Animal Care and Control Facility Renewal and Replacement project located at 7100 Belvedere Road, West Palm Beach, FL 33411. This project will be completed in five total sequences. Sequence 0, which is the subject of this solicitation, consists of selective site demolition and modified retention area, temporary underground utilities, modified and new fencing, removal of small storage structures, installation of a temporary parking area, and installation of a modular building. We anticipate a November 2025 Notice to Proceed to facilitate a December 2025 mobilization. Work will be performed on an occupied campus. Subsequent sequences (1 through 4) for the main project will follow in 2026.
A non-mandatory Pre-Bid Meeting & Walkthrough is scheduled for Monday, October 13, 2025, at 11:00 AM at 7100 Belvedere Road, West Palm Beach, FL 33411. Prospective bidders are encouraged to attend; however, attendance is not mandatory.
Bids will be received at the office of Wharton-Smith, Inc., located at 5210 Hood Road, Palm Beach Gardens, FL 33418, no later than the date and time prescribed above. Bids may be hand delivered, mailed, or emailed to comest@whartonsmith.com. Bids received after the appointed date and time will be subject to rejection. Bids will only be accepted from Prequalified Firms utilizing the required Form of Proposal included in the Bid Package.
The RFI deadline is October 22, 2025 at 5:00 PM. Please submit RFIs to comest@whartonsmith.com. Do not contact the Architect or Owner for information on this project.
SBE Subcontractors & Suppliers are encouraged to participate.
Payment & Performance Bonds will be required for all building envelope scopes of work and subcontracts valued at \$100,000.00 or greater.
Prequalified bidders may request access to the bidding documents by contacting comest@whartonsmith.com.
No.11727303 Oct. 5, 12, 19, 2025

KONGMENG YANG
Notary Public
State of Wisconsin



Construction Manager at Risk Services for the
Palm Beach County
Animal Care and Control Renewal Replacement
Project # 19201
Sequence 0
GMP

Section 3
Bid Tabulation

GMP SECTION COVER



Wharton-Smith, Inc.
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Construction Manager at Risk Services for the
Palm Beach County
Animal Care and Control Renewal Replacement
Project # 19201
Sequence 0
GMP

Bid Tabulation

Div.	Scope	Subcontractor	Base Bid	PBC SBE or Non	Recommended	Delta Between SBE and Non If Non is Used
017000	Temporary Facilities	Mobile Modular	\$ 566,537.22	Non	X	N/A
017000	Temporary Facilities	Willscot	\$ 588,484.32	Non		N/A
021000	Demolition	Wildcat Demo	\$ 18,000.00	SBE	X	N/A
021000	Demolition	N & P Const & Demo	\$ 337,000.00	Non		N/A
260000	Electrical	Blyco Electric LLC	\$ 65,750.00	SBE	X	N/A
260000	Electrical	Kasper Electric	\$ 115,725.00	SBE		N/A
323113	Fencing	A Great Fence	\$ 39,580.00	Non	X	N/A
323113	Fencing	Tropic Fence	\$ 42,250.56	Non		N/A
323113	Fencing	LTG Carlson Fence	\$ 49,750.00	Non		N/A
323113	Fencing	Fence Masters	\$ 73,680.00	Non		N/A
329300	Landscaping & Irrigation	A Cut Above	\$ 1,064,266.01	SBE	N/A	N/A
329300	Landscaping & Irrigation	Arazoza Bros	\$ 1,084,504.00	Non	N/A	N/A
210000	Plumbing	Stokes Mechanical	\$ 16,891.00	SBE	X	N/A
210000	Plumbing	Renco Plumbing	\$ 11,500.00	SBE		N/A
310000	Site Earthwork, Utilities & Paving	American Engineering	\$ 739,785.00	Non	X	N/A
310000	Site Earthwork, Utilities & Paving	Ryan Incorporated Southern	\$ 1,261,103.00	Non		N/A



Construction Manager at Risk Services for the
Palm Beach County
Animal Care and Control Renewal Replacement
Project # 19201
Sequence 0
GMP

Section 4
Project Inclusions, Exclusions, and Allowances

GMP SECTION COVER



Wharton-Smith, Inc.
CONSTRUCTION GROUP



Construction Manager at Risk Services for the
Palm Beach County
Animal Care and Control Renewal Replacement
Project # 19201
Sequence 0
GMP

Section 4
Project Inclusions, Exclusions, and Allowances

Scope of Work

The Wharton-Smith – Kirchman – Messam preconstruction team prepared a Sequence 0 GMP with the following scope:

- a. Furnish and install custom, 6-wide, 60'x72' modular unit for use as a temporary clinic. Units can be delivered by May 2026 with a January 2026 executed agreement. This was originally priced as a five-wide, 52'x60' unit. We include an allowance for the 6-wide unit, pending completed building and site design for pricing. Unit is assumed to remain in same location.
- b. Provide domestic, sanitary, power, and data services to the modular unit
- c. Remove four (4) small metal pavilions, one (1) metal structure, and one (1) storage portable
- d. Modify existing northwest detention area & existing southwest detention area
- e. Install two (2) temporary gravel parking areas
- f. Remove select existing chain link fencing on the north end of the site and install new fence and gate
- g. Remove existing chain link, pasture, and paddock fencing to the south and install new paddock fencing
- h. Relocation of existing gas mains
- i. Modifications to existing storm drainage at detention areas
- j. Sitework include earthwork and potable, sewer, and fire lines noted "in preparation for Sequence 1A" activities in Permit Set 2, drawing C3.00.
- k. Groundbreaking ceremony (banner, shovels, PPE, and one piece of equipment for photo op)

Documents

The GMP is based on the following documents. Work is limited to scope specific to Sequence 0 ONLY:

PBC ACC Permit Set #1 dated August 15, 2025

PBC ACC Permit Set #2 dated August 15, 2025

PBC ACC Permit Set #4 dated August 15, 2025

60'x72' standalone modular unit sketch from PGAL received November 6, 2025 (Option 2)

Work not specific to Sequence 0 as indicated herein is excluded from the GMP

Construction Manager at Risk Services for the
Palm Beach County
Animal Care and Control Renewal Replacement
Project # 19201
Sequence 0
GMP

Section 4
Project Inclusions, Exclusions, and Allowances

General Clarifications and Comments

We understand the drawings are not yet complete, and in some cases must be interpreted as intent in order to estimate quantities and associated cost. To document the basis of the GMP, the following comments and clarifications are provided.

1. **Permit and related fees** – The GMP does not include permit, engineering, review, concurrency, impact, metering, or related fees.
2. **Tariff impacts** – Due to uncertainty in potential impacts to construction materials and supply chain issues, the GMP is based on November 2025 construction costs. Increased costs due to tariff impacts are not included.
3. **Wage Requirements** – The GMP does not include Davis-Bacon Act or local Living Wage provisions.
4. **Geotechnical Report** – No geotech report was provided at the time of bid. The GMP includes casual dewatering only. Full dewatering is excluded.
5. **Project Schedule** – The GMP is based on the premise Sequence 0 will be performed independently of the remaining project and is priced accordingly.
6. **Notice to Proceed** – The GMP assumes a Notice to Proceed that will allow Sequence work to commence January 2026.
7. **Design and Escalation Contingencies** – The GMP does not include design or escalation contingencies.
8. **Construction and Owner Contingencies** – The GMP includes 9% Construction Contingency. Owner Contingency was reduced to \$0.00 at owner's request.
9. **Commissioning Agent** – The GMP excludes commissioning and cost to coordinate with the Owner's Commissioning Agent. Cost to coordinate with the Owner's CxA will be included in a later GMP for the balance of the project.
10. **Site Restoration** – The GMP excludes site restoration. This work will be included subsequent Sequences.

Construction Manager at Risk Services for the
Palm Beach County
Animal Care and Control Renewal Replacement
Project # 19201
Sequence 0
GMP

Section 4
Project Inclusions, Exclusions, and Allowances

Division-Specific Clarifications and Comments

Division 2

1. The GMP includes demolition of four (4) metal pavilions shown on sheet G1.00 and one (1) structure shown to be relocated near the southwest detention area. The foundation for this structure is unknown, and we have been advised an attempt to relocate the metal structure may result in critical damage for reuse.
2. The GMP includes an allowance for removal of foundations for metal pavilions. The extent of existing foundations is unknown.
3. The GMP includes an allowance to remove utilities serving the single storage portable southwest of Kennel 2.

Division 6

1. Casework is limited to countertops, wall cabinets, base cabinets, and shelving shown in rooms: T100, T102, T103, T105 and T108.

Division 8

1. The GMP includes non-rated, hollow metal frames and solid-core, prefinished wood doors from the modular manufacturer.
2. Main entrance double French doors will include impact-rated glass.
3. Rear emergency exit door will include 8"x8" door lite with impact-rated glass.

Division 9

1. Wall types for the modular unit are not provided. All walls in the modular unit will consist of VCG (vinyl-covered gypsum) throughout with exception of FRP walls in Surgery T104. We have been advised these panels are used in similar temp clinic applications in South Florida. Wall painting not applicable.
2. Flooring for the modular unit are not provided in the architectural documents. GMP includes standard VCT flooring in all rooms except Surgery T104. Surgery T104 includes homogenous sheet vinyl flooring and base.
3. GMP includes lead-lined walls in Radiology T106 at recommendation of modular provider that installed similar temp medical units in South Florida and the architect. Lead-lined ceilings are excluded.
4. "Beach" items in Induction T103 and Surgery T104 are undefined and excluded.

Construction Manager at Risk Services for the
Palm Beach County
Animal Care and Control Renewal Replacement
Project # 19201
Sequence 0
GMP

Section 4
Project Inclusions, Exclusions, and Allowances

Division 10

1. The GMP includes the following section from the Temp. Bldg. Equipment Schedule on sheets A1.10 and A1.11: 09 Plumbing & Accessories. Substitutions from the modular manufacturer may be included in lieu of the manufacturer and models shown on this schedule to align with the vendors they utilize for their unit.

Division 11

1. The GMP excludes appliances. These are assumed to be owner-furnished and installed.

Division 12

1. The modular unit finishes and fixtures include: casework, knock-down hollow metal door frames, solid-core prefinished wood doors, 180-degree pivot doors (Dog Recovery T102 and Surgery T104), vinyl-covered gypsum walls throughout, FRP walls (Surgery T104), 2'x4' acoustical ceiling system, vinyl composite tile flooring, homogenous sheet vinyl flooring (Surgery T104), plumbing fixtures, and light fixtures.
2. The GMP excludes items in the following sections from the Temp. Bldg. Equipment Schedule on sheets A1.10 and A1.11: 01 General Office Equipment, 02 Furniture & Signage, 03 Communication & Security, 04 Appliances, 05 Medical Equipment, 06 Imaging, and 07 Animal Housing. These are assumed to be owner-furnished and installed.
3. The GMP excludes fixtures, furnishings, and equipment. These are assumed to be owner-furnished and installed.
4. The GMP includes delivery and installation for one (1) modular trailer (six individual trailer units) in the location shown on standalone 60'x72' modular sketch. Subsequent disassembly or moves are excluded.
5. The GMP includes an ADA switchback ramp, stairs, and a 10'x10' porch at the main entrance and a 5'x5' porch and stair at the rear emergency exit of the modular trailer. Details will need to be provided to identify minimum code requirement for switchback ramp. Please see allowance below for ramp modification that will need to be confirmed upon receipt of these details.
6. Modular proposal with detailed inclusions can be provided upon request.

Division 22

1. The GMP includes the following section from the Temp. Bldg. Equipment Schedule on sheets A1.10 and A1.11: 09 Plumbing & Accessories. Substitutions from the modular manufacturer may be included in lieu of the manufacturer and models shown on this schedule to align with the vendors they utilize for their unit.

Construction Manager at Risk Services for the
Palm Beach County
Animal Care and Control Renewal Replacement
Project # 19201
Sequence 0
GMP

Section 4
Project Inclusions, Exclusions, and Allowances

2. An allowance is included for hair interceptors in Surgery T104. These are not shown in the documents, but have been mentioned as a maintenance need in other areas of the project.

Divisions 26, 27, and 28

1. Electrical scope is limited to power and data from Belvedere Road right-of-way to the separate power and data points of connection on the exterior of the modular unit.
2. The GMP excludes site lighting.
3. The GMP excludes photometric studies for site lighting.
4. The GMP excludes systems racks/shelving in IT Closet T110.
5. See list below for an allowance for outdoor power and low voltage run from right-of-way to modular unit, as well as an allowance for access control, intrusion detection, CCTV surveillance, and fire detection and alarm systems inside modular unit. Both are pending completed design.
6. The GMP excludes the following Systems:
 - a. Lighting controls
 - b. Lightning protection
 - c. Multimedia Equipment
 - d. Public Safety Radio System (BDA)
 - e. A/V System
 - f. CATV System
 - g. Public Address Equipment

Division 31

1. The GMP excludes lift station work.
2. Grading is limited to the northwest and southwest detention areas and where required for gravel temporary parking areas.
3. The GMP excludes asphalt demolition, patching, and striping.
4. Signage is limited to one (1) stop sign leading from two (2) temporary parking areas to existing asphalt parking and drive lane.
5. Curb cutting and patching limited to Sequence 0 temp parking where shown.

Division 32

1. Fencing scope is limited to removal and new installation shown on sheet G1.00. Fence infill, patching, repairs, and creating additional access points is not included.
2. Perimeter fencing is not included for the temporary clinic.

Construction Manager at Risk Services for the
Palm Beach County
Animal Care and Control Renewal Replacement
Project # 19201
Sequence 0
GMP

Section 4
Project Inclusions, Exclusions, and Allowances

3. The drawings do not indicate sod limits. The GMP includes Bahia sod for all disturbed areas. See Landscape Repair allowance below. This GMP does not include any warranty or guaranty of relocated trees.
4. The GMP does not include irrigation.

Allowances

The following allowances are included to capture items required to complete the Work, but not detailed:

Interior Signage - \$1,300 allowance included

Existing Light Poles Conflicting with Modular Unit - \$10,000 allowance to remove two (2) light poles in conflict with modular trailer installation location. \$20,000 allowance to relocate two (2) light poles into landscaped areas and subsequent power rerouting.

Utilities – Sequence 0 does not show utilities and paving work from the right-of-way to serve the modular unit. We include the following:

- \$20,000 allowance to remove buried foundations for demolished structures
- \$10,000 allowance to remove utilities serving demolished storage unit
- \$1,300 allowance for interior signage
- \$5,000 allowance for entrance ramp modification to accommodate gurneys (to be confirmed upon receipt of code-compliant architectural details)
- \$35,000 allowance to relocate existing fire hydrant to accommodate modular unit installation
- \$15,000 allowance for domestic water meter
- \$12,000 allowance for two (2) hair interceptors in Surgery T104
- \$30,000 allowance to relocate light poles and service conflicting with modular unit location
- \$30,000 allowance for underground electrical and low voltage service to modular unit
- \$7,500 allowance for power meter
- \$50,000 allowance for low voltage systems inside modular unit
- \$38,650 allowance to sawcut, remove, and replace asphalt in parking lot at underground utilities
- \$30,400 allowance for domestic water line
- \$15,000 allowance for backflow preventer
- \$55,300 allowance for relocation of gas lines

Selective Asphalt and Curb Demo at Modular Unit – \$11,520 allowance included

Construction Manager at Risk Services for the
Palm Beach County
Animal Care and Control Renewal Replacement
Project # 19201
Sequence 0
GMP

Section 4
Project Inclusions, Exclusions, and Allowances

Landscape Repair and Tree Demolition & Replacement for Modular Unit Installation – \$26,632
allowance included



Construction Manager at Risk Services for the
Palm Beach County
Animal Care and Control Renewal Replacement
Project # 19201
Sequence 0
GMP

Section 5
Estimate Details

GMP SECTION COVER



Wharton-Smith, Inc.
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Specification	DESCRIPTION	QTY	UNIT	TOTALS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4
	0							
01000	Demolition				Wrecking this Site Wildcat Demo 18,000.00	WORKING SCOPE 1 & 2 P Cont & Demo 357,000.00		
								Subname
	Portable Candler	1 ea			X			
	Wood Structure	9 ea			X			
	Remove existing portable building, approx 23' x 12'	1 ea			X			
	Remove existing paddock fence, 4' wood farm fence	113 lf			X			
	Remove pasture fencing at south side, 4' wood farm fence	210 lf			X			
	Remove existing 2' chainlink fence & gate running east/west and located south of the irrigation pond area	522 lf			X			
	Remove existing metal structure (relocation not included - (in 1e-in unknown)	1 ea			X			
	Reverse existing curb (demo approx 65ft)	1 um			X			
	Remove buried foundation for metal pavilions (unforeseen condition)	1 al			20,000.00			
	Remove storage portable (pipe and conduit (unforeseen condition)	1 al			10,000.00			
	Sub Bonding	21,000.00			9600	6760.00		
	Adjustment from VSI estimate to subcontractor	1.15			48,980.00	545740.00		
					Wildcat Demo	0.02	0.02	0.02
						1 & 2 P Cont & Demo	Subname	Subname
	Total - Demolition			48,980.00				
13000	Modular Units							
					Mobile Modular 566,537.22	Wildcat 588,484.32		Subname
	Increase from \$2460 to \$2672	1 lf			119,307.44			
	Modular Units (5-wide, 32x60)	15						
	Move-in and Assemble	0			X	X		
	Standard Palm Cabinetry	0			X	X		
	Roofing	0			X	X		
	Vinyl-covered Drywall, Standard studs and basis insulation	0			X	X		
	Lead-lined walls in Radiology	0			30,508.50	12,400.00		
	Lead-lined door in Radiology	0			6,557.50	6,557.50		
	Refrigerated storage	0			X	X		
	Refrigerated 300 lb & 600 lb units	0			X	X		
	Standard Vanity Mirrors	0			exterior windows removed	X		
	Standard Window Blinds	0			X	X		
	Standard Plumbing Sinks and Fixtures	0			X	X		
	W/D Connector	0			X	X		
	10-lb ABC fire extinguishers	2 ea			X	170.00		
	Interior Windows w/WM Frames	30 lf			X	3,000.00		
	Electrical and Standard Lighting	0			X	X		
	Exterior Lamp, Stairs, and Porch	0			X	X		
	End-compartment modifications to ADA Ramp to accommodate equestrians	1 lf			X	5,000.00		
	New Equestrian Stairs	0			X	X		
	Teardown	1 lf						
	Sorting & Install - Vinyl	1 lf			X	X		
	Sorting removal - vinyl	1 lf			X	X		
	Ramp delivery & installation	1 lf			X	X		
	Ramp stairs	1 lf			X	X		
	Ramp in/outdown & return	1 lf			X	X		
	Ramp switchback	1 lf			X	X		
	Electricity	1 lf			X	X		
	FF&E	1 lf			X	X		
	Fuel purchase delivery	1 lf			X	X		
	Fuel surcharge return	1 lf			X	X		
	Building Plans	1 lf			X	X		
	Supplemental Direct Costs							
	Interior Storage	13 ea			1,800.00	1,800.00		
	Lockers (two-tier)	4 ea			exclude	exclude		
	Storage Cabinets	2 ea			exclude	exclude		
	Lost Lifting	84 lf			exclude	exclude		
	Data/VOIP service bonusw inside units (conduit and patching only)	405 lf			4,800.00	2,800.00		
	Selective Demolition							
	Asphalt	432.0 lf			12,950.00	12,950.00		
	Curb	130 lf			3,250.00	3,250.00		
	Ballards	4 ea			600.00	600.00		
	Pericate Hydrant (include pipes, asphalt cut & patch and curb cut & patch)	1 ea			35,000.00	35,000.00		
	Utilities (unforeseen)							
	Domestic Water	300 lf			In Plumbing	In Plumbing		
	Freelife	0 lf			In Shrook	In Shrook		
	BIP	1 lf			In Plumbing	In Plumbing		
	Testing & Disinfection	300 lf			625.00	625.00		
	Sanitary (within 5' of building)	300 lf			In Plumbing	In Plumbing		
	Mobilization	1 lf			In MEPA	In MEPA		
	Chain-Link Fencing (bars)	0 lf			In Fencing	In Fencing		
	Utilities Contingency	3%			19,598.31	19,598.31		
	Sub Bonding	621,875.00			15,954.88	13,838.90		
	Adjustment from VSI estimate to subcontractor	1.15			84,208.85	705,784.05		
					0.02	0.02	0.02	0.02
					Mobile Modular	Wildcat	Subname	Subname
	Total - Modular Units			84,208.85				
21000	Plumbing							
					Scales Mechanical 16,991.00	Rence Plumbing 11,500.00		Subname
21000	Pipe, Machine & Systems	0						
210001	Valves & Pipe Accessories	0						
210002	Ductile Pipe	0						
210003	PVC Pipe	0						
210004	Steel & SS Pipe	0						
	disconnect & cap off water and sanitary services at trailer to be removed	1 lf			X	1,300.00		
	copper domestic water piping from 5' to trailer	1 lf			X	5,000.00		
	water service connection 5' to new modular building	1 lf			X	X		
	domestic meter	1 al			X	15,000.00		
	Sanitary service connection 5' to new modular building	1 lf			X	X		
	New interceptors	2 ea			12,000.00	12,000.00		

Specification	DESCRIPTION	QTY	UNIT	TOTALS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4
	0							
	Sub Bonding	48,500.00	\$		977.93	980.00		
	Adjustment from WSJ estimate to subcontractor				44,749.97	49,500.00		
					0.02	0.02	0.02	0.02
					Stokes Mechanical	Resco Plumbing	Subname	Subname
260000	Total - Plumbing Electrical			44,768.92				
	Power				BLVCO	Kesper Electric	Subname	Subname
	2" conduit	400 lf			69,750	115,725		
	120/240v, 1ph-temp PL-PKT	1 ea						
	1ph Nema 3R Panel-800A, 120/240v	1 ea						
	new conon pullbox	1 ea						
	power meter	1 ea						
	UV6 utilities to temp modular bldg - allowance	1 ea			7,500	7,500		
	UV6 utility and remove existing light pole in conflict with modular unit install	1 ea			80,000	80,000		
	80'x120' and remove existing light pole in conflict with modular unit install	2 ea			20,000	20,000		
	interior low voltage allowance	1 ea			50,000	50,000		
		1 ea						
	Sub Bonding	117,500.00	\$		3,665	6,997		
	Adjustment from WSJ estimate to subcontractor				186,915	240,222		
		1 ea			0.02	0.03	0.02	0.02
					BLVCO	Kesper Electric	Subname	Subname
310000	Total - Electrical Site Earthwork, Utilities & Fencing			386,915				
	Earthwork				American Engineering	LATE BID	Did not submit bid	Subname
	Site Fencing & SWPPP				739,795.00	1,251,050.00	Standard Construction	
	Gravel Entrance at north temp parking	8,933 sf						
	Gravel Entrance at east temp parking	6,912 sf						
	Clearing & Grubbing							
	New Protection	10 ea						
	Remove existing 12'x12' pad (north west)	35,283 sf						
	Repopulate section 2202 (west)	23,459 sf						
	Strip & Backfill							
	Excavation							
	Grading							
	Temp Parking Lots (2)							
	Storm Drainage							
	remove existing stormpipe and headwall							
	new prop curtail and SD pipe	351 lf						
	new storm inlet structure & temporary connection	223 lf						
	Remove existing 12'x12' pad (north west)	1 ea						
	storm remove and replace asphalt - valley up from ROW to modulars	1,500 sf						
	Shrinkwrap (6x50) at request of PG&L - 11/3/25	2 ea			38,650.15			
	Utilities	200 ea			2,500.00	1,500.00		
	Sanitary							
	Install SS cleanout & water plug	2 ea			1,000.00			
	4" PVC and manifold	500 lf			20,000.00			
	FD connections	6 ea			1,500.00			
	Pretest							
	1.5" 200'x40' water main	1,012 lf			0.00			
	1.5" 200'x40' water main	800 lf			38,400.00			
	connect existing DCA & DCC to temporary water service	1 ea			15,000.00			
	New backflow preventer	1 ea			2,500.00			
	New DCC							
	Fire							
	6" DIP fire service line	953 lf						
	New 6" fire service plug	4 ea						
	new fire hydrant	2 ea						
	Gas							
	Relocate existing gas main	347 lf			excluded	55,463.60		
	Onsite flagmen when required during sitework	1 ea				2,000.00		
	Sub Bonding	174,514.50	\$		15,638.48	26,457.38		
	Adjustment from WSJ estimate to subcontractor				922,735.19	1,349,323.93		
		1 ea			0.015	0.02	0.02	0.02
					American Engineering	Ryan Southern	Stanford Construction	Subname
323113	Total - Site Earthwork, Utilities & Fencing			922,735.19				
	Fencing				88,198.00	1,000.00		
	new fence & gate at north of site	714 lf			A. G. Fencing	Truitt Fence	LTC Carbon Fence	Fence Masters
	new petcock fence at south	200 lf				42,250.56	42,250.00	75,880.00
	Sub Bonding	39,000.00	\$					
	Adjustment from WSJ estimate to subcontractor				791.60	845.01	895.00	1,653.56
		1 ea			0.02	49,055.17	50,745.00	84,951.96
					A. G. Fencing	Truitt Fence	LTC Carbon Fence	Fence Masters
	Total - Fencing			40,371.60				



Construction Manager at Risk Services for the
Palm Beach County
Animal Care and Control Renewal Replacement
Project # 19201
Sequence 0
GMP

Section 6
General Requirements

GMP SECTION COVER



Wharton-Smith, Inc.
CONSTRUCTION GROUP



LINE	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTALS	COMMENTS
1						
2						
3	Project Documentation					
4	Project signs	2	ea	1,500.00	3,000.00	
5	Informational signage	1	ls	2,500.00	2,500.00	
6	Preconstruction audio-visual documentation	1	ls	1,500.00	1,500.00	
7	Photographs (Monthly - progress)		mo		0.00	
8	Photographs (Final project - professional)		ls		0.00	
9	Independent CPM scheduling services		mo		0.00	
10	Independent testing services	0	sf		0.00	Removed per PBC
11	Design services (CADD)		ls		0.00	
12	Plan & specification reproduction cost		ls		0.00	
13	Surveyor Services (above ground layout)	1	days	1,600.00	1,600.00	
14	Legal Survey (for FPL Primary Services)	1	ls	2,000.00	2,000.00	
15	Ground Penetrating Radar - in an effort to prevent u/g utility strikes,	17.01	acre	4,500.00	76,544.34	
16	Extensive GPR surveys are required - \$4,500 / acre				0.00	
17	SWPPP Maintenance - Initial Setup	1	ls	1,500.00	1,500.00	
18	SWPPP Maintenance	6	mos	500.00	3,000.00	
19	Ground Breaking Ceremony	1	ls	10,000.00	10,000.00	Tent & chair rental, banner, shovels, PPE, dirt & equipment for photo op
20	Drone Deploy	23	wk	578.26	13,300.00	
21						
22	Trailer Facilities					
23	Trailer rates vary by region - check for current rates in your area					\$65,405.09
24	Field office - W/S - rent (see comments for rates) state size	6	mo	2,905.69	17,434.14	Double-wide office for Sequence 0 only
25	Field office - set up & remove	1	ea	20,590.95	20,590.95	
26	Field office supplies	6	mo	400.00	2,400.00	
27	Production planning start-up kits	1	ea	1,640.00	1,640.00	
30	Monthly production planning	6	mo	100.00	600.00	
29	Field Office Cleaning	6	mo	200.00	1,200.00	
30	Mail & Courier costs	6	mo	450.00	2,700.00	
31	Data / Cable - install & remove temp system - W/S	1	ls	2,000.00	2,000.00	
32	Data / Cable - monthly charges - W/S	6	mo	300.00	1,800.00	
33	Field office furnishings & equipment - purchase	1	ls	6,000.00	6,000.00	
34	Field office furnishings - rental		mo		0.00	
35	Copier/Printer/Scanner for trailer - includes maintenance	6	mo	500.00	3,000.00	
36	Temporary sewage holding tanks	6	mo	450.00	2,700.00	
37	Tie into Sanitary line if available		ls		0.00	
38	Storage & tool trailers	6	mo	390.00	2,340.00	
39	Storage & tool trailers - set up & remove	1	ea	400.00	400.00	
40	Bottled water for the management personnel	6	mo	100.00	600.00	
41	Generators - 10,000 watts - to run trailers if power is not available		ea		0.00	
42	Generators - fuel (216 hr/mo x 2gal/hr)		gal		0.00	
43						
44	Owner/Architects Office - check specification if required					
45	Field office - Architect - rent		mo		0.00	
46	Office equipment for Architect		ls		0.00	
47	Data / Cable - install & remove temp system - Architect		ls		0.00	
48	Data / Cable - monthly charges - Architect		mo		0.00	
49	Janitorial - Architect's field office		wk		0.00	
50						
51	Temporary Facilities for Construction					\$30,920.00
52	Water - install & remove temporary system	1	ls	5,000.00	5,000.00	
53	Water - temporary meter installation if required	1	ls	2,500.00	2,500.00	
54	Water for construction	6	mo	150.00	900.00	
55	Electric - install/remove temp system	1	ls	10,000.00	10,000.00	
56	Electric - temporary meter installation if required	1	ls	2,500.00	2,500.00	
57	Electric - monthly charges	6	mo	500.00	3,000.00	
58	Temporary lighting	23	wk	120.00	2,760.00	
59	Temporary toilets (1 / 40 tradesmen)	9	mo	140.00	1,260.00	
60	Temporary parking for tradesmen		sf		0.00	
61	Temporary roadway		sf		0.00	
62	Temporary roadway - maintain		mo		0.00	
63	Dust Control (water truck)	6	mo	500.00	3,000.00	
64						
65	Construction Equipment & Tools					\$3,000.00
66	Small tools & supplies	6	mo	500.00	3,000.00	
67	Crane, forklift, air compressor, welding rental		mo		0.00	
68	Operators for Crane, forklift, air compressor, welding rental	0	hours		0.00	
69	Man & Material Hoist		mo		0.00	
70	Delivery, set up, foundation, take down, remove Hoist		ls		0.00	
71	Man & Material Hoist Operator	0	mo		0.00	
72	Elevator Operator		mo		0.00	
73	Trash Chute		mo		0.00	
74	Forklift		mo		0.00	
75	Forklift fuel		mo		0.00	
76	Forklift operator		mo		0.00	
77	Employee transportation (bus)		mo		0.00	
78	Site Vehicle - Pick Up/Gators - state if required		mo		0.00	
79	Fuel, oil & grease		mo		0.00	
80	Equipment maintenance		ls		0.00	
81	Temporary cooling equipment		mo		0.00	
82	Temporary heating equipment		mo		0.00	
83	Dust partitions		sf		0.00	
84	Temporary weather protection		sf		0.00	
85	Access roads around site - if required		sf		0.00	

91-19-200.6
PBC Animal Care & Control - Sequence 0
Palm Beach County
GENERAL REQUIREMENTS

158 dy
23 wk
6 mo

18-Nov-25

LINE	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTALS	COMMENTS
ITEM	DESCRIPTION					
86	Crane pads/paths		sf		0.00	
87						
88	Safety & Security					\$36,675.00
89	Overhead Sentinel at site entry - warns operators of overhead power lines	1	sum	1,500.00	1,500.00	
90	Construction Fencing		ft		0.00	5' fence
91	Gates		ea		0.00	
92	Construction Fencing - windscreen if required by specification		ft		0.00	
93	Safety meetings	6	mo	300.00	1,800.00	
94	Safety devices & trench barricades		wk		0.00	
95	Security Guard		hours		0.00	
96	Flagman/MOT	80	hours	35.00	2,800.00	
97	Preventative medicine		ls		0.00	
98	Safety award pay		ls		0.00	
99	Clean-up throughout duration of project	23	wk	650.00	14,950.00	
100	Clean-up at end of project - Final Cleaning	0	sf		0.00	
101	Dumpsters: (dumpsters only, cleanup labor calculated above)					Adjust dumpsters per month based on size of project
102	Dumpsters during sitework	2	pulls	550.00	1,100.00	1.0 per mo
103	Dumpsters during structure	0	pulls		0.00	2.0 per mo
104	Dumpsters during enclosure	6	pulls	550.00	3,300.00	3.0 per mo
105	Dumpsters during finishes	18	pulls	550.00	9,900.00	6.0 per mo
106	Dumpsters during punch out	4	pulls	550.00	2,200.00	2.0 per mo
107	Barricades		ft		0.00	
108	Temporary handrail/guardrail		ft		0.00	
109	Temporary roof opening protection		ea		0.00	
110	Temporary Ladders & Stairs		ea		0.00	
111	Stair towers - if required		mo		0.00	
112	Fire Extinguishers (1 / 3,000 sf)	5	ea	125.00	625.00	Keep 2 in modular FECs where shown upon completion
113	Existing surfaces protection		sf		0.00	
114						
115	Project Start Up					\$998.40
116	Start up electric consumption charges	3,120	sf	0.32	998.40	
117	Additional labor for 24/7 start-up		ls		0.00	
118	As-built drawings		ls		0.00	
119	Operation & maintenance manuals		ls		0.00	
120	Final site survey		ea		0.00	
121						
122	TOTAL GENERAL REQUIREMENTS				\$253,442.83	



Construction Manager at Risk Services for the
Palm Beach County
Animal Care and Control Renewal Replacement
Project # 19201
Sequence 0
GMP

Section 7
General Conditions

GMP SECTION COVER



Wharton-Smith, Inc.
CONSTRUCTION GROUP



91-19-200.6
PBC Animal Care & Control - Sequence 0
Palm Beach County
GENERAL CONDITIONS
Staff rates are generic, if specific personnel are known for the project, ask the PX or PM for the rates.

LINE		DESCRIPTION			UNIT	TOTALS	COMMENTS
ITEM			QTY	UNIT	PRICE		
1							
2		For Preconstruction staffing see Precon tab for separate worksheet.					
3							
4		Project Management Team					\$396,152
5	1	Area Manager	0.00	mo		0.00	
6	2	Project Executive	0.60	mo	22,725.23	13,635.14	
7	3	Sr. Project Manager	6.00	mo	17,689.52	106,137.13	
8	4	Project Manager	0.00	mo		0.00	
9	5	Assistant Project Manager	6.00	mo	11,557.20	69,343.22	
10	6	Area/General Superintendent	0.90	mo	20,659.30	18,593.37	
11	7	Sr. Superintendent	0.00	mo		0.00	
12	8	Superintendent	6.00	mo	14,332.39	85,994.32	
13	9	Assistant Superintendent	6.00	mo	10,329.65	61,977.89	
14	10	Project Engineer	0.00	mo		0.00	
15	11	Field Engineer	0.00	mo		0.00	
16	12	Administrative Supervisor	0.00	mo		0.00	
17	13	Sr. Operations Coordinator	0.00	mo		0.00	
18	14	Operations Coordinator	4.00	mo	6,585.15	26,340.60	
19	15	Project Accountant	0.80	mo	8,365.56	6,692.45	
20	16	Safety Engineer	0.00	mo		0.00	
21	17	Scheduler	0.20	mo	14,912.52	2,982.50	
22	18	BIM Department	0.35	mo	12,730.20	4,455.57	
23	19	Quality Control	0.00	mo		0.00	
24	20	Estimator (during construction)	0.00	mo		0.00	
25	21	Clerical	0.00	mo		0.00	
26		Staffing Check	OK				Compares with 5. Manpower
27		Total Months of Staff	30.85	mo	0.00	0.00	
28		Raise Premium 2nd Year	1.00	sum	3,947.84	3,947.84	
29		Raise Premium 3rd Year	1.00	sum	0.00	0.00	
30		Project Staffing Support Costs				0.00	\$49,488
31		Vehicles	26	mo	1,200.00	30,600.00	
32		Fuel	26	mo	500.00	12,750.00	
33		Phones	26	mo	125.00	3,187.50	
34		Computers for Staff	30	mo	100.00	2,950.00	
35		Travel expense		wk		0.00	
36		Lodging & meals		wk		0.00	
37							
38							
39		TOTAL GENERAL CONDITIONS				449,587.52	



Construction Manager at Risk Services for the
Palm Beach County
Animal Care and Control Renewal Replacement
Project # 19201
Sequence 0
GMP

Section 8
Preliminary Schedule

GMP SECTION COVER



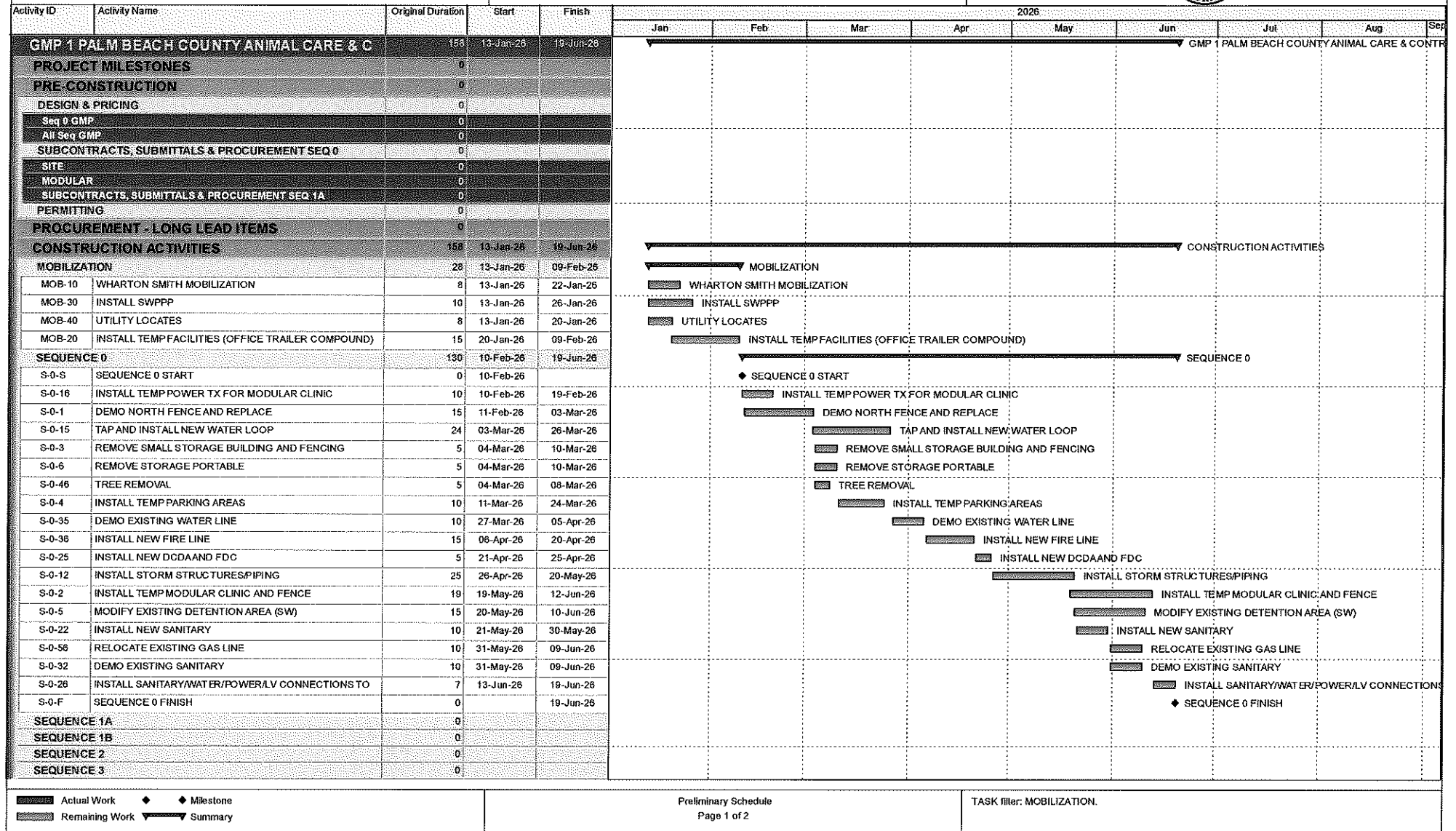
Wharton-Smith, Inc.
CONSTRUCTION GROUP





Wharton-Smith, Inc.
CONSTRUCTION GROUP

PALM BEACH ANIMAL CARE AND CONTROL FACILITY





Construction Manager at Risk Services for the
Palm Beach County
Animal Care and Control Renewal Replacement
Project # 19201
Sequence 0
GMP

Section 9
OSBD

GMP SECTION COVER



Wharton-Smith, Inc.
CONSTRUCTION GROUP





Housing and
Economic Development

Small Business Development
Division

50 South Military Trail
Suite #202
West Palm Beach, FL 33415
(561) 616-6840

www.pbc.gov/hed/osbd

Palm Beach County
Board of County
Commissioners

Sara Baxter
Mayor

Marci Woodward
Vice Mayor

Maria G. Marino

Gregg K. Weiss

Joel G. Flores

Maria Sachs

Bobby Powell Jr.


County Administrator

Joseph Abruzzo

"An Equal Opportunity

Employer"

TO: Rich Avery, Project Manager, CID
Facility Development & Operations

FROM: Deirdre D. Kyle, SBDS III 
Office of Small Business Development

CC: Ryan Cauble, Senior Project Manager
South Florida Commercial
Wharton-Smith, Inc.

Shethal Sinanan, Contract Manager, CID
Facility Development & Operations

DATE: December 5, 2025

RE: Compliance Review of Project 19201
Animal Care and Control, Belvedere Campus
Improvements

On September 17, 2025, the Goal Setting Committee established an Affirmative Procurement Initiative (API) of an SBE subcontracting goal of 20% on the complete contract.

Construction Managers: Wharton-Smith, Inc.
Asset Builders, Inc. dba
Messam Construction

Construction Subcontractor Costs: \$1,446,543.22

SBE Participation: \$100,641.00 (6.96%)

EVALUATION:

Wharton-Smith and Asset Builders has received a waiver for their SBE participation on this GMP as it represents 2.60% of the total contract value of \$55,647,580.00.

OEBO SCHEDULE 1*

SOLICITATION/PROJECT/BID NAME: Construction Manager at Risk Services for the Animal Care and Control Renewal Replacement SOLICITATION/PROJECT/BID NO.: 19201

SOLICITATION OPENING/SUBMITTAL DATE: CM Subcontractor Bid Opening 11/4/2025 COUNTY DEPARTMENT: Capital Improvements Division

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Wharton-Smith, Inc. ADDRESS: 5210 Hood Road, Palm Beach Gardens, FL 33418

CONTACT PERSON: Gregory L. Williams, Vice President, South Florida PHONE NO.: (561) 748-5956 E-MAIL: gwilliams@whartonsmith.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$1,843,015.78

SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE ☒ SBE ☐

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK *Amounts are Base Bid
	Non-SBE	SBE	
1. K.D.G., Inc. dba Wildcat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$18,000.00
2. American Engineering & Development Corporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$739,785.00
3. Blyco Electric LLC	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$65,750.00
4. McGrath Rent Corp. dba Mobile Modular	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$566,537.22
5. E.C. Stokes Mechanical Contractor, Inc. dba Stokes Mechanical Contractor, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$16,891.00

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ See next page

Total Certified SBE Participation \$ See next page

I hereby certify that the above information is accurate to the best of my knowledge: See next page

Note: 1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.

2. Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.

3. Modification of this form is not permitted and will be rejected upon submittal.

4. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.

OEBO SCHEDULE 1*

SOLICITATION/PROJECT/BID NAME: Construction Manager at Risk Services for the Animal Care and Control Renewal Replacement SOLICITATION/PROJECT/BID NO.: 19201
SOLICITATION OPENING/SUBMITTAL DATE: CM Subcontractor Bid Opening 11/4/2025 COUNTY DEPARTMENT: Capital Improvements Division

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Wharton-Smith, Inc. ADDRESS: 5210 Hood Road, Palm Beach Gardens, FL 33418

CONTACT PERSON: Gregory L. Williams, Vice President, South Florida PHONE NO.: (561) 748-5956 E-MAIL: gwilliams@whartonsmith.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$1,843,015.78

SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE ☒ SBE ☐

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK
	Non-SBE	SBE	
1. A Great Fence LLC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$39,580.00
2.	<input type="checkbox"/>	<input type="checkbox"/>	
3.	<input type="checkbox"/>	<input type="checkbox"/>	
4.	<input type="checkbox"/>	<input type="checkbox"/>	
5.	<input type="checkbox"/>	<input type="checkbox"/>	

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ Sequence 0 GMP, \$3,289,559

Total Certified SBE Participation \$ \$100,641.00 (Base Bid)

I hereby certify that the above information is accurate to the best of my knowledge: Gregory L. Williams, Vice President, South Florida

Name & Authorized Signature Title

- Note:**
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - Modification of this form is not permitted and will be rejected upon submittal.
 - If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OEBO LETTER OF INTENT -- SCHEDULE 2-A FOR USE ON CM@R PROJECTS ONLY*

A completed Schedule 2-A is a document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) agreeing to work together if selected to provide a service. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2-A will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2-A must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 19201

Construction Manager at Risk Services for the
SOLICITATION/PROJECT NAME: Animal Care and Control Renewal Replacement - Sequence 0

Prime Contractor: Wharton-Smith, Inc. Subcontractor: K.D.G., Inc. dba Wildcat

(Check box(s) that apply)

☒ SBE ☐ Non-SBE ☐ Supplier

Date of Palm Beach County Certification (if applicable): 5/3/2023

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Demolition				\$18,000.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$18,000.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Wharton-Smith, Inc.

Print Name of Prime

By:

Authorized Signature

Gregory L. Williams

Print Name

Vice President, South Florida

Title

Date: November 21, 2025

K.D.G. dba Wildcat

Print Name of Subcontractor/subconsultant

By:

Authorized Signature

Kevin Dean Geyer

Print Name

President

Title

Date: 12/1/2025

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025.

OEBO LETTER OF INTENT – SCHEDULE 2-A FOR USE ON CM@R PROJECTS ONLY*

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SOLICITATION/PROJECT NUMBER: 19201
Construction Manager at Risk Services for the
SOLICITATION/PROJECT NAME: Animal Care and Control Renewal Replacement - Sequence 0

Prime Contractor: Wharton-Smith, Inc. Subcontractor: American Engineering & Development Corporation

(Check box(s) that apply)

☐ SBE ☒ Non-SBE ☐ Supplier

Date of Palm Beach County Certification (if applicable): Non-SBE

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Site Earthwork, Utilities & Paving				\$739,785.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$739,785.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Wharton-Smith, Inc.

Print Name of Prime

By:

Authorized Signature

Gregory L. Williams

Print Name

Vice President, South Florida

Title

Date: November 21, 2025

American Engineering & Development Corporation

Print Name of Subcontractor/subconsultant

By:

Authorized Signature

MARK H. CARPENTER

Print Name

CHIEF OPERATING OFFICER

Title

Date: 11/25/25

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025.

OEBO LETTER OF INTENT – SCHEDULE 2-A FOR USE ON CM@R PROJECTS ONLY*

A completed Schedule 2-A is a document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) agreeing to work together if selected to provide a service. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2-A will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2-A must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 19201
Construction Manager at Risk Services for the
SOLICITATION/PROJECT NAME: Animal Care and Control Renewal Replacement - Sequence 0

Prime Contractor: Wharton-Smith, Inc. Subcontractor: Blyco Electric LLC

(Check box(s) that apply)

☒ SBE ☐ Non-SBE ☐ Supplier

Date of Palm Beach County Certification (if applicable): 6/1/2023

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Electrical				\$65,750.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

N/A
Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Wharton-Smith, Inc.
Print Name of Prime

By: 
Authorized Signature

Gregory L. Williams
Print Name

Vice President, South Florida
Title

Date: November 21, 2025

Blyco Electric LLC
Print Name of Subcontractor/subconsultant

By: 
Authorized Signature

Patrick Bly
Print Name

President
Title

Date: 11/26/25

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025.

OEBO LETTER OF INTENT – SCHEDULE 2-A FOR USE ON CM@R PROJECTS ONLY*

A completed Schedule 2-A is a document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) agreeing to work together if selected to provide a service. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2-A will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2-A must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 19201
Construction Manager at Risk Services for the
SOLICITATION/PROJECT NAME: Animal Care and Control Renewal Replacement - Sequence 0

Prime Contractor: Wharton-Smith, Inc. McGrath rent Corp. dba
Subcontractor: Mobile Modular

(Check box(s) that apply)

☐ SBE ☒ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): Non-SBE

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Modular Units				\$566,537.22

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Wharton-Smith, Inc.

Print Name of Prime

By: _____

Authorized Signature

Gregory L. Williams

Print Name

Vice President, South Florida

Title

Date: November 21, 2025

McGrath Rent Corp. dba

Mobile Modular

Print Name of Subcontractor/subconsultant

By: _____

Authorized Signature

Michael Caouette

Print Name

Branch Manager

Title

Date: 12/1/25

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025.

OEBO LETTER OF INTENT – SCHEDULE 2-A FOR USE ON CM@R PROJECTS ONLY*

A completed Schedule 2-A is a document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) agreeing to work together if selected to provide a service. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2-A will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2-A must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 19201
Construction Manager at Risk Services for the
SOLICITATION/PROJECT NAME: Animal Care and Control Renewal Replacement - Sequence 0

Prime Contractor: Wharton-Smith, Inc. Subcontractor: E.C. Stokes Mechanical Contractor, Inc. dba Stokes Mechanical Contractor, Inc.

(Check box(s) that apply)

☒ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): 5/24/2024

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Plumbing				\$16,891.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 100%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Wharton-Smith, Inc.

Print Name of Prime

By:

Authorized Signature

Gregory L. Williams

Print Name

Vice President, South Florida

Title

Date: November 21, 2025

E.C. Stokes Mechanical Contractor, Inc. dba Stokes Mechanical Contractor, Inc.

Print Name of Subcontractor/subconsultant

By:

Authorized Signature

Ryon Abramski

Print Name

Vice President

Title

Date: 11/25/25

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025.

OEBO LETTER OF INTENT – SCHEDULE 2-A FOR USE ON CM@R PROJECTS ONLY*

A completed Schedule 2-A is a document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) agreeing to work together if selected to provide a service. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2-A will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2-A must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 19201
Construction Manager at Risk Services for the
SOLICITATION/PROJECT NAME: Animal Care and Control Renewal Replacement - Sequence 0

Prime Contractor: Wharton-Smith, Inc. Subcontractor: A Great Fence, LLC

(Check box(s) that apply)

☐ SBE ☒ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): Non-SBE

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Fencing				39,580.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Wharton-Smith, Inc.

Print Name of Prime

By:

Authorized Signature

Gregory L. Williams

Print Name

Vice President, South Florida

Title

Date: December 2, 2025

A Great Fence, LLC

Print Name of Subcontractor/subconsultant

By:

Authorized Signature

Melissa Smith

Print Name

Commercial Estimator

Title

Date: December 2, 2025

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025.



Construction Manager at Risk Services for the
Palm Beach County
Animal Care and Control Renewal Replacement
Project # 19201
Sequence 0
GMP

Section 10
Bonds & Insurance

GMP SECTION COVER



Wharton-Smith, Inc.
CONSTRUCTION GROUP





December 05, 2025

Palm Beach County BOCC
2633 Vista Parkway
West Palm Beach, FL 33411

Re: Authority to Date Bonds and Powers of Attorney
Principal: Wharton-Smith, Inc.
Bond No.: 30257213
Project: CM@Risk Services for the Animal Care and
Control Renewal/Replacement Project # 19201

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize Palm Beach County to date the captioned bond, power of attorney with the contract date and date the form of guarantee upon substantial completion.

Once dated, please send a copy of the ***dated*** bonds to our office.

Best regards,
Continental Casualty Company

A handwritten signature in black ink, appearing to read 'Allyson Foss Wing'.

Allyson Foss Wing
Attorney In Fact

PUBLIC CONSTRUCTION BOND

BOND NUMBER 30257213 /

BOND AMOUNT \$3,289,559.00

CONTRACT AMOUNT \$3,289,559.00

CONTRACTOR'S NAME: Wharton-Smith, Inc.

CONTRACTOR'S ADDRESS: 750 Monroe Rd. Sanford, FL 32771

CONTRACTOR'S PHONE: (407) 321-8410

SURETY COMPANY: Continental Casualty Company

SURETY'S ADDRESS: 151 N. Franklin Street
 Chicago, IL 60606

SURETY'S PHONE: (312) 822-5000

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
 CAPITAL IMPROVEMENTS DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway
 West Palm Beach, FL 33411-5604

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: Animal Care and Control - Belvedere Campus Improvements

PROJECT NUMBER: 19201

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: Construction management services for the first phase of the project

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

7100 Belvedere Road, West Palm Beach, FL 33411

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto
Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the
amount of

Three Million Two Hundred Eighty-nine Thousand Five Hundred Fifty-nine

And No/100 Dollars \$3,289,559.00

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: Animal Care and Control - Belvedere Campus Improvements

Project No.: 19201

Project Description: Construction management services for the first phase of the project

Project Location: 7100 Belvedere Rd, West Palm Beach 33411

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: PGAL, INC.

LOCATION OF FIRM: 791 PARK OF COMMERCE BV STE 400

BOCA RATON, FL 33487

PHONE: (561)988-4002

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

1. THE CONDITION OF THIS BOND is that if Principal:

a. Performs the contract between Principal and County for the construction of Animal Care & Control Renewal /Replacement Project, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

b. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

c. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and

d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract,

then this bond is void; otherwise it remains in full force.

2. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes, but failure of such notice shall not affect or be a defense or excuse to Surety's obligations under this bond.

3. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

4. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

5. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

6. Any action brought under this instrument shall be brought in a state court of competent jurisdiction in Palm Beach County and not elsewhere, and shall be construed in accordance with the laws of the State of Florida without regard to applicable principles of conflicts of law.

Dated on _____, 20____

Stephanie Pompeo
Attest as to the Signature of Principal

Stephanie Pompeo, Corporate Secretary
Title

Address of Witness: _____
750 Monroe Road, Sanford, FL 32771

PRINCIPAL: WHARTON-SMITH, INC.

By: [Signature]
Signature

Timothy S. Smith, President/CEO
(Print Name and Title)

(SEAL)

Address of Principal: _____

750 Monroe Road, Sanford, FL 32771



SURETY: Continental Casualty Company

By: Allyson Foss Wing
Signature

Allyson Foss Wing
Attorney-in-Fact & FL Licensed Resident Agent
(Print Name and Title)

Inquiries (407) 834-0022


Attest as the signature of Surety

April L. Lively, Witness
Title

Address of Witness: _____
1904 Boothe Circle, Longwood, FL 32750

(SEAL)
Address of Surety: _____

151 N. Franklin Street, Chicago, IL 60606

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

FIRST PAGE MUST BE COMPLETED

NOTE: If Contractor is a Partnership, all partners must execute bond.

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Bryce R Guignard, M Gary Francis, April L Lively, Jennifer L Hindley, Margie L Morris, Christine A Morton, Allyson Foss Wing, Kelly Phelan, David R Turcios, Amanda Jo Herstine, Individually

of Longwood, FL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 7th day of February, 2024.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

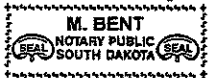

Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 7th day of February, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026




M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this day of



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


D. Johnson Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No.: 30257213

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: WHARTON-SMITH, INC. and
Surety Name: Continental Casualty Company

We the undersigned hereby guarantee that the (Animal Care & Control Renewal/Replacement Project, Project No: 19201) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

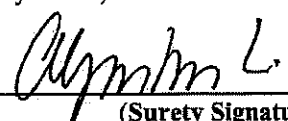
Wharton-Smith, Inc.
(Contractor Name)

By: 
(Contractor Signature)



Timothy S. Smith, President/CEO
(Print Name and Title)

Continental Casualty Company
(Surety Name) (Seal)

By: 
(Surety Signature)

Allyson Foss Wing
Attorney-in-Fact & FL Licensed Resident Agent
(Print Name and Title)
Inquiries (407) 834-0022

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Bryce R Guignard, M Gary Francis, April L Lively, Jennifer L Hindley, Margie L Morris, Christine A Morton, Allyson Foss Wing, Kelly Phelan, David R Turcios, Amanda Jo Herstine, Individually

of Longwood, FL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 7th day of February, 2024.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten

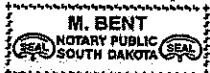
Vice President

State of South Dakota, County of Minnehaha, ss:

On this 7th day of February, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this day of



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

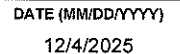
"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



PRODUCER Marsh & McLennan (CLW) 101 N Starcrest Dr Clearwater FL 33765		CONTACT NAME: Certificate Specialist PHONE (A/C, No, Ext): 727-447-6481 FAX (A/C, No): 727-449-1267 E-MAIL ADDRESS: MMABouchard.certificates@MarshMMA.com														
		<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 : Amerisure Partners Insurance Company</td><td>11050</td></tr> <tr> <td>INSURER C : Berkley Assurance Company</td><td>39462</td></tr> <tr> <td>INSURER D : XL Specialty Insurance</td><td>37885</td></tr> <tr> <td>INSURER E :</td><td></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 : Amerisure Partners Insurance Company	11050	INSURER C : Berkley Assurance Company	39462	INSURER D : XL Specialty Insurance	37885	INSURER E :		INSURER F :	
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INSURED Wharton-Smith, Inc. 750 Monroe Road Sanford FL 32771	WHARTINC															

INSR LTR	TYPE OF INSURANCE				ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			Y	Y	GL20361082101	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 2,000,000				
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000									
	<input type="checkbox"/>				MED EXP (Any one person)	\$ 10,000									
	<input type="checkbox"/>				PERSONAL & ADV INJURY	\$ 2,000,000									
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 4,000,000									
	<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	PRO-JECT	<input checked="" type="checkbox"/>	LOC				PRODUCTS - COMP/OP AGG	\$ 4,000,000				
	<input type="checkbox"/>	OTHER:				\$									
	B	AUTOMOBILE LIABILITY				Y				Y	CA20361072105	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
<input checked="" type="checkbox"/>		ANY AUTO			BODILY INJURY (Per person)	\$									
<input type="checkbox"/>		OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$									
<input checked="" type="checkbox"/>		HIRED AUTOS ONLY	<input checked="" type="checkbox"/>	NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$									
<input type="checkbox"/>						\$									
<input type="checkbox"/>						\$									
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB		<input checked="" type="checkbox"/>	OCCUR	Y	Y	CU21171470501	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 5,000,000			
	<input type="checkbox"/>	EXCESS LIAB		<input type="checkbox"/>	CLAIMS-MADE						AGGREGATE	\$ 5,000,000			
	<input type="checkbox"/>	DED	<input checked="" type="checkbox"/>	RETENTION \$ 0							\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				Y	Y	WC20361092005	7/1/2025	7/1/2026	<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)													E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below													E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
														E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C D	Pollution Liab Professional Liab Rented Equipment				Y		PCADB50274770425 PCADB50274770425 UM00024961MA25A	4/1/2025 4/1/2025 4/1/2025	4/1/2026 4/1/2026 4/1/2026	\$15,000,000 \$15,000,000 \$2,500,000					

<p>CERTIFICATE HOLDER</p>	<p>CANCELLATION</p>
<p>Palm Beach County, Board of County Commissioners c/o Capital Improvements Division 2633 Vista Parkway West Palm Beach FL 33411</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> <p><i>Jack George</i></p>

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan (CLW)		NAMED INSURED Wharton-Smith, Inc. 750 Monroe Road Sanford FL 32771
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

\$5,000,000 Each Occurrence
\$5,000,000 Other Aggregate (s), Where Applicable
\$5,000,000 Products-Completed Operations Aggregate

Excess Liability \$5,000,000 Excess of \$10,000,000 3rd Layer
Insurer F - Everest Indemnity Insurance Company-NAIC#10851
Policy #GB2EX00046252 - Effective 07/01/2025 - Expiration 07/01/2026
Follow Form over Starr Indemnity & Liability Company
Limits(s):
\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

\$5,000,000 Excess of \$15,000,000 4th Layer
Insurer G - Steadfast Insurance Company- NAIC#26387
Policy # AEC304077601 - Effective 07/01/2025- Expiration 07/01/2026
Excess over Everest Indemnity Insurance Co and follow form over Everest Indemnity Insurance Co.
Limits(s):
\$5,000,000 Each Occurrence
\$5,000,000 Other Aggregate (s), Where Applicable
\$5,000,000 Products-Completed Operations Aggregate

\$5,000,000 Excess of \$20,000,000 5th Layer
Insurer H- Vantage Risk Specialty Insurance Co.- NAIC#16275
Policy #P03XC0000079791 - Effective 07/01/2025- Expiration 07/01/2026
Follow Form Excess Liability over Steadfast Insurance Company
Limits(s):
\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

\$5,000,000 Excess of \$25,000,000 6th Layer
Insurer I- Westfield Specialty Insurance Company- NAIC#16992
Policy #XSL440249D02 - Effective 07/01/2025- Expiration 07/01/2026
Follow Form Excess Liability over Vantage Risk Specialty Insurance Company
Limits(s):
\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

Insurer D - XL Specialty Insurance Company NAICS#37885
Policy # UM00024961MA25A - Rented Equipment Coverage - \$2,500,000
Blanket Loss Payee applies for Rented and Leased Equipment.
Rented and Leased Equipment deductible:
\$10,000 standard deductible.
2% subject to a \$10K minimum deductible applies to all rented cranes.

Certificate holder is additional insured as respects General Liability, Automobile Liability, Pollution Liability and Umbrella Liability policies only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policies.
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, Workers Compensation and Umbrella 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 policy that this policy 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.
Umbrella Liability policy follow the forms/endorsements of the underlying General Liability, Automobile Liability and Workers Compensation policies.

PROJECT: Animal Care and Control Renewal/Replacement Project #19201 -Task Order #4

Palm Beach County, Board of County Commissioners is included as Loss Payee with respect to Builders Risk policy. Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for all required insurance coverages, except Workers Compensation and Business Auto Liability.

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:	4/1/2025 - 4/1/2026
POLICY NUMBER:	UM00024960MA25A

COVERED PROPERTY AND PREMISES DESCRIPTION

New construction and remodeling of waste or water treatment plants; 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)	\$100,000,000
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	\$5,000 projects \$50,000,000 and under. \$25,000 on projects over \$50,000,000.
Named Storm – On Islands	12.5%, Subject to \$500,000 minimum on projects up to \$8M. 10.0%, Subject to \$500,000 minimum on projects over \$8M.
Named Storm – Water Treatment Plant Projects Only	3%, Subject to \$25,000 Minimum.
Named Storm – Frame, Joisted Masonry or Non-Combustible Construction	5%, Subject to \$25,000 Minimum.
Named Storm – Masonry Non-Combustible, Semi Fire-Resistive or Fire-Resistive Construction	3%, Subject to \$25,000 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
Earth Movement and Volcanic Eruption “Pacific Northwest Seismic Area” “High Hazard Seismic Zones”	1% Subject to \$50,000 Minimum
Earth Movement and Volcanic Eruption “New Madrid Seismic Area”	1% Subject to \$50,000 Minimum
Earth Movement and Volcanic Eruption – All Other	\$25,000

SUBLIMITS

COVERAGE	LIMIT OF INSURANCE
Flood – Per Occurrence – Zone C or Unshaded X	\$75,000,000
Flood – Per Occurrence – Zones B & Shaded X	\$15,000,000
Flood – Per Occurrence – All Other Zones	\$1,000,000
Flood – Per Occurrence – Islands (Wastewater Treatment Plants Only)	\$500,000
Flood Annual Aggregate	\$75,000,000
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: \$100,000,000
- ◆ 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
- ◆ **Policy excludes wind coverage for all Projects EXCEPT water treatment plants within 3 Miles of any bay, gulf (including a sound), ocean, intracoastal waterway (including the Indian River) in “High Hazard Wind Zones”**

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

CM AT RISK HISTORY

Project Name: Animal Care and Control					Project Manager: Rich Avery					
Project Number: 19201					Total Contract Amount: \$3,684,089.83					
Construction Manager: Wharton-Smith, Inc.					SBE Goal: 15%					
Contract Award Date: October 8, 2019										
Resolution Number: R2019-1515										
					Total	\$3,684,089.83	\$153,674.92	4.17%		
Task	Work Order	Amend Number	Amount	SBE Amount	Requested By	Request Date	Services	Approved	Appr'd By	SBE %
1			\$57,980.00	\$7,563.00	Rich Avery	8-Oct-19	Pre-Construction Services	10/08/19	BCC	13.04%
2			\$35,347.83	\$4,584.60	Rich Avery	17-Aug-20	Comparative Study	01/08/21	DIR	12.97%
3			\$78,740.00	\$10,958.00	Rich Avery	26-Apr-22	Preconstruction Services	07/13/22	DIR	13.92%
4			\$222,463.00	\$29,928.32	Rich Avery	6-Nov-23	Preconstruction Services 50% CD Review	08/25/24	BCC	13.45%
		1	\$3,289,559.00	\$100,641.00	Rich Avery	20-Nov-25	GMP #1 for ACC - Belvedere Campus Improvements	Pending	BCC	6.96%
										#DIV/0!
		Total:	\$3,684,089.83	\$153,674.92						4.17%


***Subject to Emergency Ordinance 2025-014 approved by the BCC on June 3, 2025; as a result, the W/MBE participation is not enforceable.

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Wharton-Smith, Inc
(ENTITY) and attest that the ENTITY does not use coercion for labor or services as defined in
section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.


(signature of officer or representative)

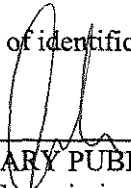
Gregory L Williams, VP of Operations
(printed name and title of officer or representative)

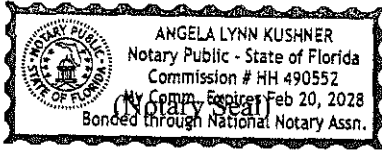
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 5th day of December 2025, by Gregory L Williams.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____


NOTARY PUBLIC
My Commission Expires: 02/20/2028
State of Florida at large





December 03, 2025

Wharton-Smith, Inc.
5210 Hood Rd
Palm Beach Gardens, FL 33418
dcrafton@whartonsmith.com

**Facilities Development &
Operations Department**

Capital Improvements Division

2633 Vista Parkway
West Palm Beach, FL 33411
Telephone - (561) 233-0261
www.pbc.gov/fdo

**Palm Beach County
Board of County
Commissioners**

Sara Baxter, Mayor

Marci Woodward, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Joel G. Flores

Maria Sachs

Bobby Powell Jr.

County Administrator

Joseph Abruzzo

"An Equal Opportunity Employer"

Re: Contract # R2019-1515
Construction Manager at Risk Services for the Animal Care and
Control Renewal Replacement Contract
Notification of Contract Clauses No Longer Being Enforced Pursuant
to Emergency Ordinance 2025-014

Dear Darin A. Crafton,

On June 3, 2025, the Board of County Commissioners (BCC) approved an emergency ordinance to suspend the race and gender conscious provisions of the County's EBO ordinance. The suspension will remain in effect for two years or until further direction by the BCC, whichever comes first. As a result, the provisions relating to minority/women-owned business enterprise (M/WBEs) participation contained on section 2.1.13 of contract number R2019-1515 **will not be enforced** as of June 3, 2025, only the small business enterprise (SBE) provisions will apply.

Please sign below to acknowledge receipt of this notification. This acknowledgement will be included, and made part of, the contract file.

Should you require any additional information please contact Capital Improvements Division at 561-233-0261.

Cordially,


Fernando Del Dago
Director, Capital Improvements Division

Receipt Acknowledged and In Agreement:


Wharton-Smith, Inc.

12/04/2025

Date

EC: Mark Broderick, Business Operations Division Director
Shethal Sinanan, CID Contract Manager
Luisa Ditosti, CID Contract Analyst