

COST PROPOSAL

The undersigned, proposes to complete the **222-155 Activity Center Wall Coating Project** for work in place for the items and quantities identified in the attached cost proposal, which includes the Contractor's labor, equipment and agreed upon Subcontractors, if any.

The items listed in this Cost Proposal are the items of work that will be measured for payment. However, the Contractor agrees to perform all other items specified in the technical specifications or in the other Contract Documents, all work incidental to the specified items, and all work which may be reasonably inferred from the Contract Documents for the construction of the completed Project at no additional cost to the Owner, unless additional work is required, which will be provided for in the form of change order in accordance with the General Conditions.

The Contractor offers to construct the Project in accordance with the Contract Documents for the contract price, Date set in the Notice to Proceed, to finally complete the Project within 30 calendar days after the Project Start Date. The Contractor understands and accepts the provisions of the Contract Documents relating to liquidated damages if the Project is not completed in time.

The Contractor represents to the Owner that it:

- 1) fully recognizes the time required for the completion of this Project, and is taking into consideration all factors including, but not limited to the character of work involved in the Project, the nature of the Project site, the potential for weather-related impacts on the construction schedule and market conditions related to materials and equipment to be used in the Project;
- 2) has examined, read and understands the Contract Documents;
- 3) is familiar with the Project area and site, and all local, state and federal laws and regulations that in any manner may affect cost, progress, or performance of the work;
- 4) has made and studied the results of examinations, investigations, and tests of subsurface and latent physical conditions which may affect the cost, progress or performance of the work that the Contractor considers necessary to assure construction of the Project at the contract price within the contract time and in accordance with the Contract Documents, and not additional examinations, investigations, tests, reports or similar information will be required by the Contractor for these purposes;
- 5) has reviewed all information in the Contract Documents with respect to existing underground facilities at or near the Project site, and the Contractor assumes responsibility for the exact nature and location of these underground facilities; and not additional examinations, investigations, tests, reports or similar information will be required by the Contractor in order to construct the Project at the contract price within the contract time and in accordance with the Contract Documents, including Section 3.04 of the General Conditions;
- 6) has correlated the results of all such observations, examinations, investigations, tests, reports and studies with the terms and conditions of the Contract Documents; and
- 7) has given the Owner written notice of all conflicts, omission, errors or discrepancies discovered in the Contract Documents and the written response or resolution of the issue by the Owner is acceptable to the Contractor.

The Contractor certifies that it is familiar with the statutory obligation to provide workers'

compensation insurance coverage for all employees engaged in work on the Project, and that the Contractor will ensure that this coverage is maintained in full force and effect for all of its employees and for all employees of subcontractors engaged in work on the Project, and will provide certificates of insurance for all coverages to the Owner.

The Contractor certifies that the prices contained in this cost proposal have been carefully checked and are submitted as correct and final.

The Contractor acknowledged that time is of the essence and that the Owner will be damaged if the Project is not completed on time in accordance with the Contract Documents.

Western Specialty Contractors

By: DocuSigned by:
Dan Wicht
Signature EF3C495...

5-2-2022
Date

Dan Wicht
Printed Name

Branch manager
Title

Mailing Address:
9468 Corporate Drive
Selma, TX 78154

Telephone:
737.867.0601

E-mail Address:
aaronw@westernspecialtycontractors.com

Attest:
[Signature]
Signature

Aaron Williams
Printed Name

Assistant Branch manager
Title

(AFFIX SEAL AND ATTESTATION IF CORPORATION)

PROPOSAL/CONTRACT

Joshua Farrell
City of San Marcos
2217 East McCarty Lane
San Marcos, TX, 78666

February 3, 2022

WE (Western) HAVE PREPARED A PROPOSAL FOR: **City of San Marcos Activity Center Wall coating / OMNIA # TX- R 180903-31853**

SCOPE OF WORK: We propose to furnish and install all necessary labor, materials, equipment, supervision, and insurance, as shown on the attached insurance addendum, to complete the following:

1. Mobilization :

- Mobilization will consist of the time necessary to properly mobilize and demobilize the project. Also included is the time necessary for the proper supervision to manage the project and the necessary equipment and material to assist in the mobilization and supervision of the project.
- BARRICADE RIBBON / BARRICADE FENCING: Temporary barricades will be installed to close off the work area while performing our work. The pedestrian and vehicular barricading will be limited to orange or yellow barricade ribbons, as well as, the necessary signs to enclose our work area.

2. Sealant :

- We will remove approximately 1150 lineal feet of existing sealant, lightly grind the joint edges to remove loose residual sealant and place a new single component urethane sealant. The sealant color will be as chosen from the manufacturer's standard color chart. Primers will be used as directed by the product manufacturer based on substrate type.

3. Wall Coating :

- WATERBLASTING: Concrete surfaces shall be cleaned using high pressure water (minimum 3,000 psi water blaster shall be utilized). A test sample may be required to determine if adequate cleaning results are obtained. If additional cleaning methods are required, this work will be performed at an additional price.
- WALL COATING: Approximately 30,000 square feet of substrate will be coated with 2 coats of "Weatherlastic" elastomeric coating. The coating will be scrubbed in using a brush to force the product into the pores of the substrate. The coating will be applied at approximately 100 square feet per gallon and/or according to the manufacturer's recommendations. A color sample will be selected from standard colors and a sample will be approved by the owner prior to the start of our work.

TOTAL: \$151,800.00 No Tax Included, Optional P&P Bond Add \$2881.03 to Total.

PROJECT SPECIFIC QUALIFICATIONS

1. Our price excludes removal of reverted or hardened caulking, as this would be considered an unforeseen condition.
2. If the existing joints have 3 sided adhesion, there will be additional cost for removal.
3. We will conduct a pull/adhesion test prior to starting our work. The test will be approved by the owner/owner's rep/engineer and manufacturer prior to starting work.
4. Inspections/punch lists and their approvals will be made by Owner/Owner's Representative on a per drop basis before moving to the next drop.
- ~~5. This price is good for 30 days (lw)~~
6. This proposal excludes any work on the exterior retaining walls on the West and East elevations of the building. As well as the partition wall located on the North elevation at the Garbage collection area
7. **Bonds Included** (lw)

GENERAL QUALIFICATIONS:

1. Normal working hours, Monday through Friday have been used for this proposal.
2. We have included one mobilization for the project. Additional mobilizations will result in additional charges.
3. A mock up will be performed and shall be approved by the customer in writing prior to beginning the work.
4. Written approval of color selections by the customer are required before any materials will be ordered and before scheduling of work.
5. Permits (are/are not) included for our portion of the work.
6. Barricades/sidewalk protection will be provided as described above.
7. Power lines in or near work areas shall be covered/protected by owner at no expense to contractor.
8. Western requires the disclosure of any existing 'micro-wave' communication panels or other telecommunication equipment, antennas, panels, etc. located in our potential work area.
9. Western shall not be held liable for the presence of fungi or bacteria as indicated on the attached Insurance Addendum.
10. Our proposal supports OSHA's 29 CFR 1926.1153 Respirable Crystalline Silica Standard.
11. Notwithstanding anything in this Agreement, Western shall be entitled to additional compensation and/or time extension for any delays, disruptions, impacts, suspensions, acceleration, out of sequence work, or any other increased costs or damages incurred as a result of any virus (including COVID 19 or other coronavirus), pandemic, epidemic or consequences flowing therefrom. In addition, Customer agrees to waive all consequential, actual or liquidated damages against Western arising out of any delay, disruptions or impacts to the Work resulting from the above events.