

Village of Royal Palm Beach

Agenda Item Summary

Agenda Item:

Approval and authorization for Village Manager to execute Change Order #1 with Total Wrecking & Environmental, LLC for the Water Treatment Plant Site Modification (PW1902) to increase the amount of the contract by Seventy-Four Thousand Dollars (\$74,000.00).

Issue:

Subject to the Village Council's approval, the Village of Royal Palm Beach and Total Wrecking & Environmental, LLC ("TWE") have agreed to resolve all claims arising from the Water Treatment Plant Site Modification project based on the following terms:

- Both parties agree to execute Change Order #1 to increase the contract amount by Seventy-Four Thousand Dollars (\$74,000.00) to One Million One Hundred Seven Thousand Four Hundred Forty Eight Dollars (\$1,107,448.00), representing one half of the total amount of One Hundred Forty-Eight Thousand Dollars (\$148,000.00) to install the new electrical services at the Reverse Osmosis Building, including required directional boring as set forth in the proposal within the Lump Sum Subcontract between TWE and Wave Electrical, LLC.
- Both parties agree to evenly split the cost of new electrical service installation, with the Village and TWE each agreeing to pay Seventy-Four Thousand Dollars (\$74,000.00) for completion of such work.
- Upon completion of all remaining work under the Agreement, including the scope of services to be provided under Change Order #1, to the satisfaction of the Village, TWE shall request Final Payment within 15 days.
- The Village shall make Final Payment within 30 days after TWE submits its request for Final Payment.
- TWE agrees to use its best efforts to settle all claims by lienors under direct contract with TWE within 30 days after it receives final payment from the Village, or TWE agrees to indemnify and defend the Village against any and all such claims. TWE also agrees to not sue any of the engineering/design professionals who performed services on the project given that the Village does not want to be joined in any later litigation arising from the project.

- TWE agrees to provide a general mutual release within 10 days of TWE furnishing the Village a Contractor's Final Payment Affidavit swearing that all lienors under a direct contract with TWE have been paid in full, if any, but no later than 10 days after the delivery of the Final Payment to TWE.

Recommended Action:

Upon Council review staff recommends a motion to approve.

Initiator:	Village Manager	Agenda	Village Council
Paul Webster,	Approved:	Date:	Action:
Director of		6/05/25	
Public Works			

CHANGE ORDER

Date Issued to Contractor 05/30/25

No. 1

Owner	<u>Village of Royal Palm Beach</u>		
Contractor	<u>Total Wrecking & Environmental, LLC</u>		
Contract	<u>WTP Site Modifications - Demolition</u>		
Project	<u>WTP Site Modifications - Demolition</u>		
Owner's Contract No.	<u>PW1902</u>	Engineer's Contract No.	<u></u>
Engineer	<u>Paul L. Webster, P.E.</u>		

You are directed to make the following changes in the Contract Documents:

DESCRIPTION:

Contractor shall commence and complete the project electrical work as identified on drawing Sheets E-1 through E-5 as revised by Smith Engineering Consultants, Inc. and included in the project documents. (Drawings are attached)

REASON FOR CHANGE ORDER:

Change Order No. 1 is prepared as settlement of a dispute between the parties over the scope of electrical work included in the project, particularly the proposed electric service to the reverse osmosis building. In order to settle the dispute, the Village and Total Wrecking & Environmental, LLC agree to evenly split the cost of the work as shown in the attached proposal from Wave Electrical, LLC. The Village also agrees to place the time on the project in abeyance until the electrical work is completed and Total Wrecking & Environmental agrees to work diligently to complete all outstanding work.

ATTACHMENTS: (List Documents)

Cost Tabulation Sheet and Release of Claims

CHANGE IN CONTRACT PRICE	
Original Contract Price	
\$1,033,448.00	
Net Increase (decrease) from previous CO	
0 to 0	
\$0.00	
Contract Price prior to this Change Order	
\$1,033,448.00	
Net increase (decrease) of this Change Order	
\$74,000.00	
Contract Price with all approved CO	
\$1,107,448.00	

CHANGE IN CONTRACT TIMES	
Original Contract Times	
Substantial Completion	02/19/25
Ready for final payment	03/21/25
Net changes from previous Change Orders	
0 to 0	
Substantial Completion	103
Ready for final payment	103
Contract Times prior to Change Order	
Substantial Completion	06/02/25
Ready for final payment	07/02/25
Net increase (decrease) this Change Order	
Substantial Completion	0
Ready for final Payment	0
Contract times with all approved Change Orders	
Substantial Completion	Upon Completion
Ready for final payment	30 days from Substantial

RECOMMENDED

By: _____
Date: _____
Engineer

ACCEPTED

By: [Signature]
Date: 6-3-25
Contractor

APPROVED

By: _____
Effective Date: _____
Owner

Village of Royal Palm Beach, FL
 Engineering Department
 WTP Site Modifications - Demolition-
 5/30/2025

Change Order 1 - Cost Tabulation

Item No.	Description	Unit	Contract Quantity	Unit Price	Total Value	Days
CO-1	Settlement Agreement over Disputed Electrical Work	LS	1	\$75,000.00	\$74,000.00	Time to be held in abeyance until the electrical work is complete.
CO-					\$0.00	
CO-					\$0.00	
CO-					\$0.00	
CO-					\$0.00	
CO-					\$0.00	
Totals					\$74,000.00	0

CONTRACTOR'S RELEASE OF CLAIMS

BE IT KNOWN THAT Total Wrecking & Environmental, LLC (hereinafter referred to as "Contractor"), in exchange for good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby agrees as follows: (1) Change Order No.1 constitutes a full and final settlement of any and all claims, demands or causes of action of every kind and character, in law or equity, that Contractor now has, has had, or may hereafter have against the Village of Royal Palm Beach (hereinafter referred to as the "Village") that relate to or arise from, directly or indirectly, the work or items described in Change Order No.1, and that relate to or arise from, directly or indirectly, the Contract between Contractor and the Village and which accrued prior to the execution of Change Order No.1 excluding work related to Payment Application No. 2 (collectively referred to as the "Released Claims"); (2) the Released Claims include, but are not limited to, those claims, demands or causes of action for additional compensation relating to materials, labor, services, overhead and profit, for direct and indirect costs associated with any change order work, for adjustments to the contract price and/or contract time, and for all forms of damages, prejudgment interest, and costs and attorney's fees; and (3) Contractor does hereby remise, release, acquit, satisfy and forever discharge the Village, its officers, agents, attorneys, trustees, and employees, of and from any and all Released Claims, and does hereby waive its right to pursue such Released Claims.

Signature:  Title: Managing Member

Print Name: Frank Bodami Date: 6/3/25

SETTLEMENT AGREEMENT

Subject to the necessary and proper approval by the Village Council (the “Council”) for the Village of Royal Palm Beach, Florida (the “Village”), the undersigned party representatives, having discussed settlement of the claim relating to the electrical services to be provided under the Water Treatment Plant Site Modification (PW1902) Contract dated October 18, 2024 (the “Agreement”), and having agreed to resolve all claims by or between the Village, and Total Wrecking & Environmental, LLC (“TWE”) (collectively, the “Parties”), the Parties agree as follows:

1. The Village and TWE agrees to execute Change Order #1 to increase the contract amount by Seventy-Four Thousand Dollars (\$74,000.00) to One Million One Hundred Seven Thousand Four Hundred Forty Eight Dollars (\$1,107,448.00), representing one half of the total amount of One Hundred Forty-Eight Thousand Dollars (\$148,000.00) to install the new electrical services at the Reverse Osmosis Building, including required directional boring as set forth in the proposal within the Lump Sum Subcontract between TWE and Wave Electrical, LLC. The Village and TWE agree to evenly split the cost of new electrical service installation, with the Village and TWE each agreeing to pay Seventy-Four Thousand Dollars (\$74,000.00) for completion of such work. TWE will execute and deliver Change Order #1 to the Village within five (5) business days of Village Council approval of this Settlement Agreement. Change Order #1 will represent full and final settlement of all claims raised or that could have been raised by any of the Parties against each other regarding the disputed scope of electrical work to be provided under the Agreement.

2. Upon completion of all remaining work under the Agreement, including the scope of services to be provided under Change Order #1, to the satisfaction of the Village, TWE shall request Final Payment within fifteen (15) days. The Village shall make Final Payment within thirty

(30) days after TWE submits its request for Final Payment. The Final Payment will represent full and final settlement of all claims raised or that could have been raised by any of the Parties against each other under the Agreement.

3. Within thirty (30) days after the delivery of the Final Payment to TWE, TWE agrees to use its best efforts to settle all claims by lienors under a direct contract with TWE and to deliver to the Village a Contractor's Final Payment Affidavit swearing that all lienors under a direct contract with TWE have been paid in full. If TWE is unable to deliver such Final Payment Affidavit, then TWE agrees to indemnify and defend the Village against any and all claims that may arise from TWE's failure to comply with this provision, including but not limited to any claim brought by any of TWE's subcontractors, suppliers, or laborers against the Village regarding the subject project. TWE also agrees to forbear and covenants not to sue any of the engineering/design professionals who performed any engineering/professional design services for the project; the purpose being that the Village does not want to be joined in any later litigation arising from the project. Nothing herein modifies or releases Endurance Assurance Corporation (the "Surety") from its obligations under the Public Construction Bond No. EACX4046896; except that, should TWE furnish the Village a Contractor's Final Payment Affidavit swearing that all lienors under a direct contract with TWE have been paid in full, the Surety shall be released from all obligations under the bond, and the Surety shall be added as a releasee under the release provided for below.

4. The Parties further agree to exchange mutual general releases to be prepared and approved by the Parties within ten (10) days of TWE furnishing the Village a Contractor's Final Payment Affidavit swearing that all lienors under a direct contract with TWE have been paid in full, if any, but no later than thirty (30) days after the delivery of the Final Payment to TWE.

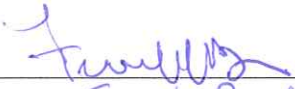
5. The Parties further agree to execute any and all necessary and further documents to effectuate the Parties' intentions as expressed herein.

6. In addition to the above, the Parties have agreed to waive their respective claims against each other in order to settle this case for the mutual benefit of the Parties. Neither party to this Settlement acknowledges or admits fault and this Settlement should not be construed as such. This Settlement is made in good faith between the Parties to settle their differences amicably and without the prosecution of their claims through the courts or arbitration.

IT IS EXPRESSLY UNDERSTOOD BY THE SIGNATORIES HERETO THAT THE TERMS OF THIS AGREEMENT ARE SUBJECT TO THE NECESSARY AND PROPER APPROVAL OF THE VILLAGE COUNCIL FOR THE VILLAGE OF ROYAL PALM BEACH, FLORIDA.

Dated: 6/3, 2025

TOTAL WRECKING & ENVIRONMENTAL, LLC

By: 
Print Name: Frank Bodami
Title: Managing Member

VILLAGE OF ROYAL PALM BEACH, FLORIDA

By: _____
Raymond C. Liggins
Village Manager



LUMP SUM SUBCONTRACT

This Agreement is made this 29th Day of May 2025, between **Total Wrecking & Environmental, LLC** ("Contractor") and **Wave Electrical, LLC** ("Subcontractor").

ARTICLE 1 - Scope of the Work

1.1 Subcontractor, as an independent contractor, agrees to provide and furnish everything necessary to complete the work set forth in the attached Attachment "A" ("Work"), to be performed in connection with the **PW 1902 Water Treatment Plant** ("Project") for **The Village of Royal Palm Beach** ("Owner").,

ARTICLE 2 - The Time of Performance

2.1 Time is of the essence on this Subcontract. A Schedule for the Project and the Work is attached hereto as Attachment "B" (the "Schedule"). Subcontractor agrees to perform the Work in accordance with the Schedule. Subcontractor shall diligently and continuously prosecute such Work in an efficient fashion so as not to cause interruption, interference, inefficiency, suspension, hindrance, or delay (collectively referred to as "Delay") in the progress of any portion of the Project.

2.2 Except as set forth in Article 7.2, Subcontractor agrees that an extension of time for completing the Work is its sole remedy for any and all claims Subcontractor may have against Contractor on account of any Delays or unforeseen conditions. Subcontractor agrees that: it included in its Lump Sum Contract Price for the Work any and all potential additional cost due to the fact that it does not have an exclusive Site for the Work, that the Project may in whole or in part be "fast tracked" or performed under adverse weather, coordinating or site conditions and all potential unforeseen conditions; and that Subcontractor will make no claim for additional costs for these reasons. Subcontractor shall have no claim for consequential damages arising from or relating to this Agreement.

ARTICLE 3 - The Subcontract Amount

3.1. As full consideration for complete performance of the Work, Subcontractor shall be paid: **One Hundred Forty Eight Thousand Dollars (\$148,000.00)** ("Subcontract Amount").

3.2 Any and all transportation tax, sales tax, use tax or any other tax that might accrue through the purchase of materials or amounts paid for labor by Subcontractor or occasioned by performance of this Agreement, shall be borne, and paid for solely by Subcontractor, and are deemed included in the Subcontract Amount.

ARTICLE 4 - Payments

4.1 All invoices shall be subject to deductions for: (1) all charges for materials and services furnished by Contractor to Subcontractor; (2) any amounts paid by Contractor to any party on behalf of Subcontractor for labor, materials, equipment, or services performed in connection with "project"; and (3) any other amounts necessary to protect Contractor from Subcontractor's failure to comply with the terms of this Agreement or any claims for which the Subcontractor may be liable (4) any amounts advanced to subcontractor prior to submission of payment application. The balance of Subcontractor's invoice, ~~to the extent approved by Owner and Contractor,~~ shall be payable to Subcontractor on net 30-day terms. **A proposed Schedule of Values will be submitted separately.**

Net 14

4.2 A condition precedent to Subcontractor receiving payments is the delivery to Contractor of waivers of liens and claims, in a form suitable to Contractor. Contractor's obligation to pay the Subcontract Amount is executory and conditional upon Subcontractor's compliance with this Agreement. **It is further expressly agreed that payment by Owner to Contractor for the Work is an absolute condition precedent to payment by Contractor to Subcontractor.** Acceptance of final payment of the Subcontract Amount shall constitute a full waiver and release by Subcontractor of all claims against Contractor or Owner arising out of or relating to this Agreement.

ARTICLE 5 - Changes

5.1 Without invalidating this Agreement Contractor may order Subcontractor in writing to make changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions. Additions to, or changes in, this Agreement shall be made only upon a written order, approved in writing by a Total Wrecking Managing Member. If the parties hereto are unable to agree as to the value of such work to be added or omitted,



Subcontractor shall proceed under the written order of Contractor, from which order the stated value of the work shall be omitted. The dispute shall then be determined in accordance with the terms herein.

ARTICLE 6 - Default and Termination

6.1 If Subcontractor fails in the performance of any of the requirements of this Agreement or fails to meet its debts or contractual obligations as they mature, Contractor may, at its sole option, either remedy such and deduct the cost thereof, together with all loss or damage occasioned thereby, from any money that is due or may become due to Subcontractor or terminate Subcontractor's involvement in the Project. In the event of a termination Contractor may prosecute the Work. The cost thereof, including all charges, expenses, losses, costs, damages, and attorneys' fees incurred as a result of Subcontractor's failure to perform, shall be deducted from any money then due or thereafter to become due to Subcontractor. Subcontractor shall not be entitled to any further payments under this Agreement until the Work has been completed and fully accepted by Owner. In the event that the unpaid balance due exceeds Contractor's cost of completion, the difference shall be paid to Subcontractor. If such costs exceed the balance due, Subcontractor shall pay the difference to Contractor within ten (10) days of demand for payment of same.

6.2 Contractor shall have the right to terminate Subcontractor's involvement in the Project by written notice, without Subcontractor being at fault, for any cause or for its own or Owner's convenience and require Subcontractor to immediately stop the Work. In such event, Contractor shall pay Subcontractor for that portion of the Work actually performed in an amount proportionate to the total Subcontract Amount.

ARTICLE 7 - Claims and Disputes

7.1 Any claim for which the Contractor is directly responsible ("Contractor Related Claim"), shall be made by Subcontractor in writing to Contractor no later than five (5) business days after the occurrence of the event giving rise to the claim. Such notice is a condition precedent to any and all claims against Contractor. Subcontractor shall not be entitled to relief and shall be precluded from asserting any claim unless Subcontractor strictly complies with this written notice requirement.

7.2 Any claim by Subcontractor that may affect or become part of a claim for which the Owner or another person or entity besides Contractor may be responsible ("Owner or Third Party Related Claim") shall be made by Subcontractor in sufficient time and in such manner so as to permit Contractor to satisfy the Contractor's requirements for making an Owner or Third Party Related Claims against the Owner or any third party in question. The subcontractor shall pursue all Owner or Third-Party Related Claims against the Owner or any third party in question through Contractor in accordance with the dispute process governing the Contractor. The subcontractor agrees to bear full responsibility and the full cost of pursuing all Owner or Third-Party Related Claims. Contractor shall be liable to Subcontractor only to the extent that Contractor actually recovers from the Owner or any third party for each Owner or Third-Party Related Claim, less Contractor's costs associated with the Owner or Third- Party Related Claim.

7.3 Any dispute between Contractor and Subcontractor arising out of or relating to this Agreement, shall be adjudicated and venues in either New York Supreme Court (Erie County) or the United States District Court for the Western District of New York (Buffalo) and Subcontractor hereby consents to the jurisdiction of such Courts.

7.4 Any claim, dispute or other matter in question between Contractor and Subcontractor relating to this Agreement, or the Work, shall be governed by the laws of the State of New York without regard to conflicts or choice of laws.

7.5 Subcontractor shall carry on the Work and comply with its performance and scheduling obligations under this Agreement despite the existence of any dispute or legal proceedings unless otherwise agreed in writing by the parties hereto.

7.6 Subcontractor shall be liable for and pay any and all reasonable attorney's fees incurred by Contractor in enforcing the terms of this Agreement or resulting from Subcontractor's Work thereunder.

ARTICLE 8 - Regulatory Compliance

8.1 Subcontractor shall comply with all applicable laws, codes, regulations, orders and ordinances that apply to the Work and the Project. The subcontractor shall give all required notices and shall secure and pay for all permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work. Subcontractor shall take all reasonable safety precautions necessary with respect to the performance of the Work and



shall comply with all safety measures and drug policies initiated by Contractor and with all applicable laws, ordinances, rules, regulations and orders of public authorities pertaining to the safety of persons or property.

ARTICLE 9 – Insurance and Indemnity

9.1 Prior to commencing the Work, Subcontractor shall secure and pay for insurance of the type and limits set forth below and, in a form, acceptable to Contractor. The insurer shall be licensed to transact business in the location of the Project.

- (1) Worker's Compensation with statutory limits
- (2) Employer's Liability with limits of \$1,000,000.00 per occurrence
- (3) Comprehensive General Liability (occurrence form) with minimum limits of \$1,000,000.00 per occurrence for Bodily Injury and/or Property Damage and \$2,000,000.00 in the aggregate, which includes Premises, Contractual Liability, Products Liability, Completed Operations, Independent Contractors, and Broad Form Property Damage.
- (4) Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000.00 combined single limit with coverage for all owned, non-owned and hired automobiles.
- (5) Pollution Liability Insurance with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate per project.
- (6) ~~Excess Liability Insurance on the following form basis in limits not less than \$2,000,000.~~

All liability insurance coverage shall include Contractor and Owner as an additional insured and shall provide coverage for Contractor and Owner on a primary non-contributory basis. All coverage shall include a waiver of the underwriter's rights of subrogation against Contractor and Owner. The subcontractor shall be solely responsible for any deductible or self-insurance retentions. Prior to commencement of operations, Subcontractor shall provide to Contractor and Owner certificates of insurance evidencing the required coverage and providing Contractor and Owner with thirty (30) days' notice prior to cancellation of any coverage.

9.2 Subcontractor assumes full liability for, and shall to the fullest extent permitted by law defend, indemnify and hold harmless Owner and Contractor, their respective officers, agents, employees and indemnitees against, any and all damages, deaths, injuries, claims, demands, losses, suits, and liabilities, of any kind, legal or otherwise, including attorneys' fees, arising out of or in any way connected with the Work, including, but not limited to, Subcontractor's failure to comply with the terms of this Agreement, irrespective of the negligence of any of the indemnitees hereunder provided that such negligence is not the sole proximate cause of such claim, demand, loss, suit, damage or liability. ~~Subcontractor agrees that \$1,000 of the Subcontract Amount is consideration for Subcontractor agreeing to this indemnification.~~ For the purposes of fulfilling its duties to defend, indemnify and hold harmless the Contractor, Subcontractor waives the immunities, rights, or defenses that may be available under applicable workers' compensation laws. **All indemnification and hold harmless clauses in this document and all of its attachments and exhibits are agreed to be mutual and bi-directional**

ARTICLE 10 - Warranties and Guarantees

10.1 *SUBCONTRACTOR WARRANTS THAT ITS WORK SHALL BE: (1) FIT FOR THE PURPOSES INTENDED; (2) FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP; (3) COMPLY WITH ALL APPLICABLE CODES AND INDUSTRY STANDARDS; AND (4) BE FREE AND CLEAR OF ALL CLAIMS, ENCUMBRANCES AND LIENS. THROUGH AND INCLUDING ONE (1) YEAR FROM THE DATE OF COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE OWNER, THE SUBCONTRACTOR AGREES TO PROMPTLY MAKE GOOD, WITHOUT COST TO THE CONTRACTOR OR OWNER, ANY AND ALL FAILURES TO MEET SUCH WARRANTIES.*

10.2 SCHEDULE, LIMITING THE EFFECT OF OTHER WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, RELATING TO THIS AGREEMENT, SUBCONTRACTOR WARRANTS AND REPRESENTS THAT THE SUBCONTRACTOR HAS CAREFULLY EXAMINED ALL THE CONTRACT DOCUMENTS, THE SITE OF THE PROJECT AND IS FAMILIAR WITH ALL ASPECTS OF THE PROJECT AS THEY RELATE TO THE WORK HEREIN SPECIFIED, THE SCHEDULE OF WORK AND THE ACTUAL OR POTENTIAL WEATHER, SITE, SITE SUPERVISION, CONTROL AND COORDINATION, PROJECT, SCHEDULE AND CONTRACTOR PROBLEMS THAT MAY ADVERSELY AFFECT THE



SUBCONTRACTOR'S WORK, ITS SCHEDULE AND THE PROFITABILITY OF ITS WORK, AND THAT NONETHELESS, SUBCONTRACTOR HAS CONTRACTED THE WORK AS SET FORTH ON A LUMP SUM BASIS AND ACTED IN ACCORDANCE WITH THAT KNOWLEDGE, UNDERSTANDING AND EXAMINATION, AND PRIOR TO EXECUTING THE AGREEMENT HAS DOCUMENTED IN WRITING HEREIN ANY AND ALL LIMITATIONS TO THE AGREEMENT OR SUBCONTRACTOR'S WORK. SUBCONTRACTOR UNDERSTANDS THAT CONTRACTOR HAS RELIED ON SUBCONTRACTOR'S COMPLIANCE WITH THIS PARAGRAPH IN AWARDING THIS SUBCONTRACT.

10.3 SUBCONTRACTOR SHALL PAY FOR ALL CHANGES TO THE WORK OR THE PROJECT RESULTING FROM DEFECTS IN WORKMANSHIP OR MATERIALS, AS WELL AS ALL EXPENSES NECESSARY TO REPLACE OR REPAIR EITHER THE WORK OR THE PROJECT, INCLUDING ANY DAMAGES CAUSED BY THE REPLACEMENTS OR REPAIRS. SUBCONTRACTOR SHALL FURTHER BE OBLIGATED TO PAY FOR, AND SHALL REIMBURSE THE CONTRACTOR FOR, ALL COSTS ASSOCIATED WITH THE IMPACT OF ITS DEFECTIVE WORKMANSHIP OR MATERIALS, OR BREACH OF WARRANTY, INCLUDING REASONABLE ATTORNEY'S FEES. SUBCONTRACTOR SHALL HAVE NO CLAIM FOR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT.

ARTICLE 11 - Miscellaneous

11.1 If any provision of this Agreement is determined by a court to be unenforceable, such a determination shall not affect the validity and enforceability of any other section or part hereof, and it is agreed that the remaining parts shall remain in full force and effect.

11.2 No failure of the Contractor to insist upon strict performance of any term hereof shall be deemed a waiver of the effect thereof or any other provision of this Agreement.

11.3 This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may only be amended or modified in a writing signed by both Subcontractor and Contractor.

11.4 Subcontractor shall not discriminate against any employee or applicant because of race, creed, color, sex, age or national origin in the performance of the Work. In connection with the performance of work under this Agreement, the Equal Opportunity Clauses as set forth in Section 202 of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, are incorporated by reference.

IN WITNESS WHEREOF, Contractor and Subcontractor hereby read and executed this Agreement the day and year first written above.

CONTRACTOR: **Total Wrecking & Environmental, LLC**

SUBCONTRACTOR **Wave Electrical, LLC**

By: _____ Date: 5/29/2025

By: _____ Date: _____

Name: Frank Bodami

Name: _____

Title: Managing Member

Title: _____



Attachment “A”

Scope of work is as follows:

It is understood that the subcontractor has examined the site and fully understands the requirements and intent of this contract to provide all materials and all labor, supplies, access, equipment, transportation and other facilities necessary or proper for, or incidental to the work (except as indicated below to be provided by Contractor or Others), to complete all work in strict accord with this subcontract, the contract between Contractor and Owner, and **as described in the Village of Royal Palm Beach PW 1902 – Water Treatment Plant Site Modification of the Erdman Anthony Drawings and Specifications Project 60305.19 Dated August 13, 2023 as marked up and provided to Wave Electrical on 5/9/2025.**

- Complete electrical demolition on marked up drawings shown on **Drawings E-2 through E-5 sent Friday May 9, 2025.**
- All demo shall be conducted safely, with proper lockout/tagout procedures and coordination with plant operations.
- **All copper wire and electrical gear removed during demolition will become the property of Wave Electrical LLC** upon project completion.
- Installation of new electrical systems per **Drawing E-5**, including terminations, connections, supports, and coordination with other trades.
- Coordination with **Florida Power & Light (FPL)** to perform the electrical transition:
 - Disconnect from existing electrical vault
 - Termination into new vault and completion of all associated connections
 - Scheduling and field verification with FPL representatives
 - Includes directional drilling
- Proper **terminations and labeling** per NEC requirements
- Electrical **permits and inspections**
- General Liability and Worker's Compensation Insurance
- **Copper conductors** (XHHW-2/THHN-THWN-2) installed in EMT, and/or PVC as shown
- All required **grounding and bonding** per NEC Article 250
- **Standard wage rates** during regular business hours
- Coordination with FPL and plant representatives for shutdown and reconnection
- **Sales tax** on all materials supplied by Wave Electrical LLC
- Cleanup of electrical debris from the demolition area

Exclusions



- Instrumentation & Controls (I&C), calibration, programming, I/O terminations – **By Others**
- Telemetry systems, RTU panels, VFDs – **By Others**
- Fire alarm, SCADA, or low voltage systems not shown on electrical drawings
- Cutting, trenching, concrete/asphalt patching, backfill, or surface restoration
- Painting of boxes, conduit, or walls
- Work outside of normal business hours, weekends, or holidays unless agreed upon in writing
- Bonding or special insurance requirements (available upon request at additional cost)
- Performance and payment bonds
- As-builts in CAD (PDF redlines only provided)
- Landscape removal, sod replacement, irrigation, or earthwork
- Design, engineering, or calculations not included in electrical drawings
- Temporary power for other trades unless explicitly listed

Prior to start of work the subcontractor will provide an insurance certificate naming the following parties as additional insured on a primary non-contributory basis together with a waiver of subrogation:

- Total Wrecking and Environmental, LLC
- The Village of Royal Palm Beach

CONTRACTOR: **Total Wrecking & Environmental, LLC**

SUBCONTRACTOR **Wave Electrical, LLC**

By: _____ Date: 5/29/2025

By: _____ Date: _____

Name: Frank Bodami

Name: _____

Title: Managing Member

Title: _____



Attachment “B”

Schedule is as follows:

Start 6/9/2025, completion by 6/30/2025

CONTRACTOR: **Total Wrecking & Environmental, LLC.**

SUBCONTRACTOR **Wave Electrical, LLC**

By: _____ Date: 5/29/2025

By: _____ Date _____

Name: Frank Bodami

Name: _____

Title: Managing Member

Title: _____

Item No.	Description	Value	% of Total	Billing Notes
1	Mobilization (Due Before Start)	\$44,000	29.73%	100% due before commencement of work
2	Demolition of Existing Electrical Systems	\$24,000	16.22%	Progress Billing
3	Directional Drill and Conduit Installation	\$40,000	27.03%	Progress Billing
4	FPL Changeover (Vault to New Service)	\$40,000	27.03%	Progress Billing
	TOTAL	\$148,000	100%	