

**FLYNN BEC LP**

3510 Directors Row, Salt Lake City, UT 84104

T: 801-503-3000 W: www.flynncompanies.com

PROJECT: Job Name – Tower C, Sommet Blanc
DATE: 11/08/2022

Budget Proposal
Revision Number: 3

This proposal includes pricing associated with the following Project Documents:

- Drawing Set: Pricing Set 10.03.2022
- Specifications:
- Addendum Acknowledged:
- Proposal is valid for **30 days**
- Design-Build Project – Pricing per provided information
- Tax Status: Yes
- Budget: Yes

BASE BID:

Three million four hundred twenty-one thousand five hundred dollars\$3,421,500.00

ALTERNATE PRICING:

Approximately 20,600 feet of 4" x 6" x 1/8" Aluminum Angle at perimeter of windows, Oko, and ACM panels as per typical details 1/A8.20 & AII/A8.21..... ADD \$1,457,300.00

Pricing above is valid for 30 days. Escalations incurred due to project schedule delays not at fault of Flynn are not included in proposal.

SCOPE OF WORK INCLUDED IN BASE BID

Aluminum Framed Entrances and Storefronts
Glazing
Exterior Caulking

SCOPE SPECIFIC QUALIFICATIONS AND EXCLUSIONS

1) Inclusions:

- a. Reynaers SL38 at all fixed and operable windows, Master line 8 Series doors for all swing doors, CP155 for sliding doors and CW 50 are large curtain wall locations.
- b. Finish to be AAMA 611 Anodized Finish
- c. Windows and doors designed to 30 PSF
- d. Exterior 1" Clear HP Low E Insulated glass
- e. Exterior caulking,
- f. Installation
- g. Proposal includes State of Utah use tax as required.

2) Qualifications:

Bi-Metal affect on doors:

On larger doors generally over 10ft in height, the possibility of bi-metal effect is greater. For larger doors to be warranted we would need to carry out an engineering review and be advised of the orientation of the doors on the project, i.e. which direction it's facing and the average temperature for the location. Please be aware dark colors are more susceptible to bi-metal effect. We can then inform you what the maximum height this door can be made and warranted to.

3) Exclusions:

- a. Nailing of wood stops, Installation of wood stops,
- b. Hoisting equipment or equipment for installation is not included in this proposal. Requirements for equipment to be determined
- c. Pre Bid Engineering, NFRC Certification,
- d. Skylights, glass railings, interior glazing
- e. Snow removal, winter conditions, window opening temporary closures
- f. Flashing detail at head and jambs of windows by others, 1/8" Angle at window and panel perimeters also excluded

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- g. Fire rated glass, heat-soaked glass, smoke baffles, film, UON.
- h. Interior mirrors, framing or glazing
- i. Fire rated framing, Barn doors, blast framing
- j. Electrical connections for any door hardware, final keying,
- k. Interior Caulking,
- l. Final cleaning of Glass or Aluminum after installation.
- m. Protection of materials after installation,
- n. Field air, water and pressure testing,
- o. Glass Breakage. Repair or replacement of materials damaged by others.
- p. Air/Vapor/Water/Fire Stop Barriers by others.
- q. Proposal excludes disposal cost. Flynn assumes disposal of scope-generated waste into general contractor provided dumpsters on site.
- r. Proposal excludes permit fees, bonds, and prevailing wages.

QUALIFICATIONS & EXCLUSIONS

- 1) Pricing provided herein is based on the information provided, and explicitly excludes inferred, implied, or "intended" items, or any items not shown on the drawings or specifically identified here-in.
- 2) In the case of conflicts or omissions in the Project documents, the qualifications herein shall govern.
- 3) Proposal is based on a 40 hour work weeks without overtime. All overtime is at a time and one-half rate except for Holidays, Sundays, work weeks over 60 hours or over 10 hours per day; In these cases the rate is double time.
- 4) Flynn will not be called upon to perform work in adverse weather conditions where safety, quality or Manufacturer's requirements prohibit such installation, nor will Flynn be held responsible for schedule impacts resulting from such delays. Sufficient areas and suitable access must be ready for installation prior to mobilization.
- 5) Proposal excludes any special or custom written material or installer warranties included in Specifications, beyond Flynn's (2) year Workmanship Warranty and/or the Manufacturer's explicit system and/or finish warranties as listed above.
- 6) Proposal is contingent upon a mutually agreed upon Project Schedule and Subcontract Agreement.
- 7) Flynn is not liable for any delay or failure to provide services, materials or labour caused in whole or in part by transportation delays, strikes, boycotts, labour disputes, civil disobedience, disease outbreak or pandemics, quarantines, government actions, declared emergencies, inclement weather, accidents, riots, war, acts of God, or other causes beyond the Flynn's control. A reasonable extension of time will be granted to Flynn in the event of a delay caused by any such *force majeure*. Either party may terminate the agreement if such delay continues for a period of three (3) months, with payment by client to Flynn for all materials fabricated or work provided up until the time of termination. Flynn shall be entitled to increase the price herein in the event of unforeseen delay or escalation in the price of materials or products.

POTENTIAL TIME AND PRICE IMPACTED MATERIALS If during the course of the Project, material(s) experience delays in delivery, or become unavailable and/or result in an increase of price due to events or circumstances beyond the control of and not the fault of Subcontractor, its Sub-subcontractors or its Material Suppliers, Subcontractor shall provide Constructor with timely notice in writing, not more than 10 days from the date of such delay or increase, with appropriate documentation substantiating such event or circumstances. Whereupon, Subcontractor shall request an equitable adjustment in the pricing and compensation, as well as an equitable extension in time, Schedule, and Dates of Substantial Completion. An adjustment in the pricing for a Potentially Time and Price-Impacted Material shall not include any amount for general conditions, overhead and profit. Circumstances within the control of and therefore the "fault of Subcontractor, its Subcontractors or its Material Suppliers" shall include but not be limited to: failure to order timely the correct quantities and/or sizes of materials; failure to lock in the prices by either advancing partial payment or purchasing in advance the materials and storing the materials on site until needed; and computation errors. In any event, Subcontractor shall not be liable to Contractor or Owner for any such delays and/or price increases, nor any expenses, losses or damages, including but not limited to liquidated or consequential damages, arising from or related to such delay, unavailability and/or price increase which are beyond the control of and not the fault of Subcontractor or its Material Suppliers.

Thank you for the opportunity to provide a proposal for this project and we look forward for the opportunity to work with your team.