



CGC - 1527149

FT. MYERS BRANCH
3610 Work Drive, Fort Myers, FL. 33916
239-332-1610

To:	Paseo Master Association	Date:	Revision #1 10/02/2024
Attn:	Obed Altamirano	Address:	11611 Paseo Grande Blvd, Fort Myers, FL 33912
Phone:	239-851-3209	Plan Date:	N/A
Email:	oaltamirano@kwpmc.com	Addendum(s):	N/A
Job:	Paseo Fort Myers	Proposal #:	

Thank you for allowing Acousti Engineering the opportunity of bidding/budgeting on this project for you. The pricing below is based on documents dated N/A. All work bid/budgeted is per these documents unless otherwise noted in this proposal.

- **09500 – Acoustical** **\$31,495.00**

BASE BID VALUE \$31,495.00

ADD/DEDUCT ALTERNATES PRICING / BREAKOUT VALUES:

Scopes, terms, conditions and qualifications as specifically outlined in Acousti’s proposal shall be considered included and incorporates all conditions of said proposal with the clear understanding that they are part of the Agreement. Purchaser’s acceptance of the intent of this proposal whether by this form or otherwise incorporates all conditions of this proposal. Subject to purchasers acceptance by an authorized officer or agent within Thirty (30) days from the date hereof.

Respectfully Submitted,
Acousti Engineering Company

Name

GENERAL QUALIFICATIONS:

COCOA | FT. MYERS | GAINESVILLE | JACKSONVILLE | MIAMI | ORLANDO | PENSACOLA | TALLAHASSEE | TAMPA | ATLANTA
WEST PALM BEACH | HOUSTON | NASHVILLE | CHARLOTTE | RALEIGH | CHARLESTON | RICHMOND | HUNTSVILLE



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1. Pricing based on plans dated **N/A** and specifications dated **N/A**.
2. Acknowledge reception of addendum **N/A**.
3. Sales tax is included.
4. Pricing based on award of project within 30 days of proposal date.
5. If payment and performance bonds are required add 2% to the contract amount. In the event that Acousti should be required to provide such bonds, we would require a copy of the GC's bonds to the owner.
6. Bid bond, if required, will be provided should Acousti be selected or considered for award.
7. Minority subcontractor participation will be ___% of the contract value.
8. We have included/not included certified payroll and Davis Bacon wages.
9. We exclude consequential, actual and/or liquidated damages.
10. We assume parking will be provided on site at no cost.
11. Gc will provide an adequate laydown area for material.
12. GC will provide an acceptable location for our connex and office or equipment and material storage.
13. BIM modeling is not included in our scope of work.
14. Dumpsters are to be provided by others for disposal of project debris, unless added in our qualifications.
15. Standard cleanup is included in our proposal.
16. Easy access to the building to be provided for stocking of materials and removal of debris.
17. Scaffolding/Equipment included is for the exclusive use of AEC personnel only.
18. Proposal and labor rates are based on working during standard business hours, Monday – Friday, 7AM – 3PM.
19. Portable toilets to be provided by GC.
20. Protection for finished work and maintenance of protection are not included in this proposal.
21. AEC change order labor rate for PM \$125, Foreman \$75, Mechanic \$65, Laborer \$45.
22. Due to market volatility with material, we reserve the right to requote should any unforeseen material escalations be announced prior to award.
23. Acousti reserves the right to negotiate the final terms and conditions of any contract resulting from this proposal.
24. Pricing is based upon a mutually acceptable overall project schedule. We have not allowed for or anticipated any premium time or other additional cost for work we must perform to overcome any delays or repair damage caused by others.
25. We have excluded out-of-sequence work.
26. Attic stock for materials as indicated in the project specifications.
27. Standard one year labor and material warranty.
28. We do not accept any paid if paid clauses.
29. Acousti will not execute any directives without accompanying entitlement.
30. Acousti reserves its right to litigation and to present its own claim to the owner.

SCOPE OF WORK – ACOUSTICAL

- 1) Supply and Install Armstrong Suprafine XL 9/16" White Acoustical Ceiling Grid in 3 Rooms.
- 2) Supply and Install Armstrong Suprafine XL 9/16" Colored Ceiling Grid in 1 Room.
- 3) Supply and Install Armstrong Calla #2824 24"x24" White Tegular Edge Acoustical Ceiling Tile in 3 Rooms.
- 4) Supply and Install American Tin Ceilings; 2x2 Perforated Ceiling Tiles; Pattern #3; Color TBD in 1 Room.
- 5) Supply and Install white break metal as needed to cap off the floating edge of the ceilings in 2 Rooms and in front of the windows in the Fan Room.

QUALIFICATIONS

- 1) No demo is included in this proposal.
- 2) All HVAC and electrical work to be done by others.
- 3) Add 2% if P&P bond is required.
- 4) No plans or material specifications were provided prior to this proposal. All pricing is based on what was discussed on the 9/20/2024 Site Visit.
- 5) A 50% deposit is required for first-time customers, with the balance due upon completion.
- 6) This bid does not include any engineering, inspections, or coordination drawings.

CONDITIONS

(1) So that we may ship material and organize our erection crew, purchaser shall notify us in writing at least four weeks before the building is ready for our work with work progressed to the extent that all our work can be done in one continuous operation.



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- (2) Purchaser shall make no charge against us for liquidated damages, clean-up, hoisting, watchman, telephone, broken glass, light, rubbish removal, or insurance. We will remove only that rubbish caused by us and pay for breakage caused by the negligence of our men.
- (3) Purchaser shall furnish no labor or materials for us on our account without our written order, prior to the action.
- (4) This proposal is based upon all labor being performed during regular hours of work. You shall pay us all additional costs, including insurance and overhead costs, of any overtime work, that may be requested by purchaser or his agent.
- (5) Purchaser shall bear the risk of any loss or damage to materials delivered to the premises or installed by us, whether such loss or damage results from theft, misuse, fire, flood, or any other cause except our own negligence and the purchaser shall reimburse us for any such loss or damage.
- (6) We shall not be liable for any damages or delays caused by strikes, lockouts, embargoes, fires, car shortage, floods, tornadoes, accidents, inability to obtain materials from our regular sources of supply, or other causes beyond our reasonable control and the time for delivery of materials or doing the work hereunder shall be extended for the time of delay or reason of any said causes.
- (7) Purchaser shall furnish to us, without charge, a sufficient quantity and flow of water and sufficient electrical service for our equipment at convenient locations at working levels, and satisfactory storage space in the building from which we will not be required to remove our material except as required in our work. If a railroad siding is on the premises, we are to have free use of same within 150' of building.
- (8) Purchaser shall furnish us with a complete set of plans, specifications, and addenda at least ten (10) weeks before the building will be ready for our work.
- (9) All trash to be placed in dumpster to be supplied by others and placed on site.
- (10) Acousti Engineering Company of Florida assumes all liability for the collection and payment of Social Security and Unemployment Compensation Taxes on its employees.
- (11) None of the material furnished under this contract shall be subjected to a temperature of higher than 140 degrees Fahrenheit.
- (12) If this is a contract for the complete installation of our materials, we will pay all sales and/or use taxes in effect at the date of the Proposal. Any other or additional taxes will be paid by the Purchaser. If this is a contract for material sales only, the purchaser will pay all sales and/or use taxes.
- (13) Purchaser shall provide adequate protection for our finished work.
- (14) This proposal contains no consideration for Acousti to comply with including but not limited to Federal, State, or Local COVID requirements, whether it is regulation, code, order, or laws. Additionally, any subcontract, exhibit, change document, attachment, or scope that contains any COVID-19 and/or Vaccine related clauses may require Acousti to evaluate the cost impact of said clauses and make appropriate adjustments to previously submitted pricing if necessary.

TERMS

- (1) Payment of the aforementioned price, together with payment of any extras that may be agreed upon between us, shall be made by purchaser to us as follows: On or before the tenth (10th) day of each month, ninety per cent (90%) of the value of the materials delivered upon the premises and the work performed during the next preceding calendar month. Final payments shall be made within thirty (30) days after the completion of our work embodied in the proposal. If an account of delays by purchaser or other trades or for any cause beyond our reasonable control, we are unable to complete our work, purchaser shall pay us in full on or before the tenth (10th) day of the calendar month following the month in which the work was suspended, for all materials delivered or in transit, and work performed by us up to the time of suspension of the work. If payments are not made in accordance with the terms hereof, it is agreed that interest on said unpaid balances at the maximum legal rate of interest prescribed by the laws of the State of Florida will become due for the period of default, and at our election we may suspend work until such payments are made, and all costs or expenses incurred by us in collecting any sum due hereunder, whether by suit or otherwise, including reasonable attorney's fees shall be paid by purchaser. All provisions of this contract shall be construed in accord with the laws of the State of Florida.
- (2) A performance bond or other bond, if desired by the purchaser, shall be provided at your expense.
- (3) We will not accept consequential damages as part of this agreement and waive them mutually.

There are no promises, agreements, or understandings between the purchaser and us, not contained in this agreement.

ACCEPTANCE

This proposal is subject to final approval by an authorized agent or officer of Acousti Engineering Company following acceptance by the purchaser. Only when so accepted and finally approved shall this proposal constitute a contract between us.

ACCEPTED:

Paseo Master Association


Travis Otto Oct 13, 2024 12:40 EDT

Authorized Signature

Print Travis Otto

Date 13/10/24

APPROVED:

Acousti Engineering Company of Florida

Authorized Signature (Acousti)

Print _____

Date _____







ACT Proposal Revision #1

Final Audit Report

2024-10-13

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