

City of Clearwater City Hall Demolition  
Guaranteed Maximum Price  
Proposal  
August 04, 2022



112 S. Osceola Avenue  
Clearwater, FL

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**ARTICLE 1 - Guaranteed Maximum Price (GMP) Proposal**

Biltmore Construction Co., Inc. proposes to complete the work, as described herein, for the Guaranteed Maximum Price (GMP) of **FIVE HUNDRED FIFTY-SEVEN THOUSAND, SIX HUNDRED NINETY-THREE and NO/100-(\$ 557,693.00) DOLLARS.**

This Price is for the performance of the Work as described herein and in accordance with the Contract Documents and Exhibits A through E.

This Guaranteed Maximum Price (GMP) proposal must be accepted in writing by the Owner on or before **September 30, 2022.** After said date, this Guaranteed Maximum Price (GMP) proposal shall be null and void, absent the express written acceptance by Biltmore Construction Co., Inc.

Existing Contract: This GMP proposal is submitted in conjunction with the existing Construction Manager at Risk Services Continuing Contract entered into with the City of Clearwater on August 21, 2020, based on RFQ #40-20.

## **PROJECT SUMMARY**

**City Hall Demolition  
112 S. Osceola Avenue  
Clearwater, Florida**

Complete demolition of the existing 24,614 SF three story, unoccupied, concrete structure, Clearwater City Hall building located at 112 S. Osceola Avenue, Clearwater, FL. Project includes asbestos abatement, building demolition, grading, and sodding with Bahia sod. Existing parking lot sidewalk and retaining wall to remain. Two existing Crepe Myrtle bushes are to be salvaged and turned over to the City for relocating. All other shrubbery to be removed. City to salvage existing HVAC equipment, flagpoles and any other equipment/furnishings prior to abatement.

**EXHIBIT A-GUARANTEED MAXIMUM PRICE BREAKDOWN**

Itemized Description of the Work	Base GMP Amount
Unforeseen Asbestos Abatement Allowance	\$ 15,000.00
Building Demolition & Abatement	\$ 320,000.00
Irrigation Repair Allowance	\$ 500.00
Asphalt/Concrete Repair Allowance	\$ 5,000.00
Project Sign Allowance	\$2,000.00
Plumbing Allowance	\$ 5,000.00
Electrical Allowance	\$ 5,000.00
Removal of Two (2) Existing Crepe Myrtles	\$8,000.00
<b>Subcontractor Direct Cost (SDC) Subtotal</b>	<b>\$ 360,500.00</b>
Liability Insurance	\$ 6,050.00
Performance and Payment Bond	\$ 4,200.00
Builders Risk Insurance	Not Applicable
CM Contingency (5% of \$360,500)	\$ 18,025.00
General Conditions, Requirements & Staffing	\$ 128,695.00
Pre-Construction Services Fee	\$ 4,000.00
CM Fee	\$36,223 .00
<b>Total Guaranteed Maximum Price (GMP)</b>	<b>\$ 557,693.00</b>

**EXHIBIT B – Allowance Items**

The Allowances noted below represent reasonably anticipated values included in this GMP Proposal to cover the cost of certain items absent or not specified in sufficient detail in the Construction Documents as listed in the ENUMERATION OF CONTRACT DOCUMENTS Section of this GMP Proposal or for which uncertainty remains. The amount of the Allowance stipulated herein is inclusive of all labor, materials, equipment taxes, delivery, insurances, bond and fees necessary to perform the anticipated work, unless otherwise noted.

Allowances- Unless otherwise specifically noted, the term “Allowance” refers to the amount of money allocated to cover the cost of both materials and labor to furnish and install the specified material(s) or perform the specified work and any applicable sales tax only, overhead and profit are not included in the line item, however it is calculated within the stipulated fee. Owner understands and agrees that should the actual costs exceed the amount specified in the GMP for the Allowance, that amount will be adjusted by a timely change order. In the event the costs are lower than the allowance, an adjustment by change order will be made at the final billing for the project.

The ASSUMPTIONS AND CLARIFICATIONS section of this GMP Proposal may provide a more detailed description of these Allowances.

DESCRIPTION OF ALLOWANCE	ALLOWANCE AMOUNT
Asphalt/Concrete Repair Allowance	\$ 5,000.00
Irrigation System Repair Allowance	\$ 500.00
Materials Testing Allowance	\$ 500.00
Plumbing Allowance	\$ 5,000.00
Electrical Allowance	\$ 5,000.00
Unforeseen Abatement Allowance	\$ 15,000.00
Project Sign Allowance	\$2,000.00

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## EXHIBIT C – Assumptions and Clarifications

### The Contract Documents are amended by Biltmore Construction Co., Inc. as follows:

1. The following **are not** included in the GMP Proposal:
  - A. Hazardous Materials Survey is excluded. Demolition Asbestos Survey dated April 5, 2019 was prepared by IBC Engineering-Environmental & Construction, LLC for the City of Clearwater.
  - B. Removal of Unsuitable Soils is excluded. No Test Borings or Report of Geotechnical Investigation has been provided.
  - C. Impact Fees/Inspection Fees, Plan Review Fees and Permit Fees are excluded. Waived by City of Clearwater
  - D. Threshold Inspections are not applicable.
  - E. Proposal Bond is excluded.
  - F. Builder's Risk Insurance is excluded per the City's direction.
  - G. Permanent Power and Water Consumption Costs are excluded. Services to have been disconnected by City of Clearwater.
  - H. Repairs to existing underground sanitary sewer piping, gas piping, fiber optic lines, storm piping, reclaimed water piping, wells, tanks, and domestic potable water piping are excluded unless caused by included work.
  - I. Removal of existing asphalt paving and curbing is excluded. Existing to remain.
  - J. Shut-off of utilities is to be arranged with the various service providers by the City of Clearwater. Cut and cap of utilities is included.
  - K. Removal/salvage of existing chillers, HVAC equipment, furnishings, flag poles and building components are to be removed by the City prior to mobilization. Salvaging of any existing materials, furnishings and/or equipment for the City is excluded.
  - L. Refrigerant to be removed by the City for their use and/or disposal.
  - M. No Maintenance of Traffic provisions are included. Maintenance of Traffic (M.O.T.) plan, if required, is to be provided by the City of Clearwater.
  - N. City of Clearwater to provide locations of underground utilities.
  - O. Watering of new Bahia sod is limited to two (2) weeks.
  
2. Warranties and Guarantees:
  - A. Biltmore Construction Co., Inc. Warranties and Guarantees. **No Warranty or Guaranty is applicable.**

Biltmore Construction Co., Inc. warrants to the Owner that the materials and workmanship furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Construction/Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Construction/Contract Documents. Work not conforming to these requirements may be considered defective. Biltmore Construction Co., Inc.'s warranty excludes remedy for damage or defect caused by insufficient maintenance, improper operation, or normal wear and tear under normal usage. The term and duration of this express warranty is one (1) year from the Date of Substantial Completion. The provisions herein shall not prevent the Owner from

proceeding directly against the manufacturer and/or installer for such longer period as allowed by State Statute.

**B. Installer / Subcontractor Warranties and Guarantees**

The Subcontractor shall warrant to the Owner and to Biltmore Construction Co., Inc. that all workmanship and materials are free from defects in installation. The express warranty/guarantee shall be consistent with the durations stipulated in the Construction/Contract Documents. The period customarily being one (1) year from the Date of Substantial Completion established in the Construction/Contract Documents.

Notwithstanding anything to the contrary, neither Biltmore Construction Co., Inc., nor its Surety, nor the Subcontractor shall have any joint/several liability relating to, nor shall they be obligated to underwrite, or in any way become guarantor(s) of any manufacturer's warranty/guaranty or product to the Owner. The Owner shall be provided with the "standard" manufacturers' warranty, and it shall satisfy the requirements under the Construction/Contract Documents relating thereto.

**C. Manufacturers' Express Warranties / Guarantees**

Biltmore Construction Co., Inc. shall collect and transmit to the Owner all standard manufacturers' warranties and standard manufacturers' guarantees specified in the Construction/Contract Documents. The obligation and liability of Biltmore Construction Co., Inc. and/or its' Surety is limited to the collection and proper transmittal of these warranties and guarantees to the Owner.

**D. Extended Warranties**

This proposal is qualified to include only those extended warranties available as standard from the manufacturers. The Contractor, installers, and applicators will not provide extended warranties or guarantees.

**3. Special conditions relating to Owner purchased / Contractor installed items and associated tax exemptions:**

Notwithstanding any provision to the contrary, should the Owner elect to purchase items directly and avoid any sales taxes or other taxes, the Owner will defend, indemnify, and hold harmless Biltmore Construction Co., Inc. absolutely from and against any claim, audit, investigation, cost, or assertion of any kind made by, or on behalf of, the Florida Department of Revenue or other such agency that may arise during and / or subsequent to the completion of the project. Under no circumstances shall Biltmore Construction Co., Inc. or its' subcontractors be liable for the sales taxes associated with the Owner purchased items.

The Owner will provide Biltmore and the vendor with an executed Certificate of Entitlement (COE). By rule, the COE must be attached to each Owner Direct Purchase Order (ODPO) and

should also be attached to any / each change order issued to the ODPO (if applicable). The public Owner must issue a separate COE for EACH such purchase order/change order.

4. Builder's Risk Insurance:

**The City of Clearwater**, if required, shall purchase, and maintain, until the date of Substantial Completion of this project, a standard Special Form (all "Risks of Physical Loss") Completed Value Builder's Risk insurance policy in the amount of the initial contract sum (GMP), including any subsequent modifications thereto, insuring the interests of the Owner, Biltmore Construction Co., Inc., and Subcontractors in the Work under this contract.

All deductible costs related to this property insurance shall be paid by the City of Clearwater.

The following items are the responsibility of the City of Clearwater and are not included in this GMP:

- a. Property insurance deductible costs.
- b. Property insurance coverage on existing buildings and/or contents.
- c. Property insurance coverage on the Work under this Contract after the date of Substantial Completion.
- d. Flood insurance coverage and/or risk of loss due to flood.
- e. Windstorm insurance and /or risk of loss due to named Windstorm including all deductibles.

5. Basis of this GMP Proposal is the Demolition Asbestos Survey as issued by IBC Engineering Environmental & Construction, LLC dated April 5, 2019

6. Subcontractor Payments:

Notwithstanding anything to the contrary, the Owner specifically acknowledges and agrees that the Construction Manager (Contractor) operates on a pay-when-paid basis with its' subcontractors, and nothing contained herein or elsewhere shall be interpreted to require the Construction Manager and/or its' Surety to remit any payment (including final payment) to subcontractors prior to the receipt of payment (including final) from the Owner.

7. GMP Schedule of Values: It is acknowledged and agreed that, notwithstanding anything else to the contrary, the breakdown associated with the Guaranteed Maximum Price and/or the resulting Schedule of Contract Values shall in no way operate as line item guaranteed maximum prices.

8. A Project Contingency of \$ 18,025.00 is included. Acceptable uses of this contingency include, but are not limited to:

- A. Buy-Out of the work not previously awarded in bid packages.
- B. Repair of damages caused by an unknown source or contractor (excluding Builder's Risk claims.)
- C. To improve and/or accelerate the progress of the work.
- D. To improve the conditions of the work.
- E. For modifications of the work resulting from an unknown ambiguity (Not an error or omission) in the contract documents.

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- F. To increase and/or supplement staff as necessary to effectively manage the project.
  - G. To adjust the reimbursable General Conditions/Requirements more than the line-item value.
  - H. Requests for Contingency Adjustments to be submitted to the City for approval.
9. No retainage will be held on Bonds, insurances, General Conditions, General Requirements, Staffing, and Construction Manager Fee.
10. As-Built Drawings are not applicable.
11. We have included costs for Document Management and Project Management Controls Services in our General Conditions. These services will be provided via a cloud-based platform that will allow direct access to all Construction personnel, including Owners, Architects and Subcontractors. Services will include the ability to access/manage the information via mobile device via the internet. Services included will be Plans and Specs Maintenance and distribution, RFI Control, Submittal Control, Punch list Management, Daily Reports along with other related functions inherent in the platform. The charge for these services shall be \$ 300.00 and be billed as lump sum amount upon approval of GMP and issue of the Notice to Proceed.
12. We have included costs for MIS Services related to the project in our General Conditions. This includes software updates associated with Biltmore Constructions standard software provided for cost management, computer operating systems, PDF Software, word processing applications, and spreadsheet applications. This includes troubleshooting, virus Management/remediation, malware/adware management/remediation, updates, and maintenance to these systems. The charge for this service shall be \$ 300.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
13. No Owner Direct Purchases are anticipated. However, should the City of Clearwater elect to utilize the Direct Purchase process to save sales tax, the tax for the actual purchases will be credited to the City. At the end of the Project, any refund for material not purchased or surplus materials returned to the suppliers plus the applicable sales tax amount shall be credited with an additive Change Order to the Agreement with the Construction Manager and Subcontractor's Agreement. Surplus materials shall be the property of the Subcontractor and no refund or materials shall be due to the City.
14. Technical Clarifications:
- A. General Requirements
    - 1. Asbestos Abatement is included in accordance with Demolition Asbestos Survey dated April 5, 2019 as prepared by IBC Engineering-Environmental & Construction, LLC. No other hazardous materials abatement is included unless otherwise noted.
    - 2. An Allowance of \$500.00 is included for Irrigation System repairs.
    - 3. The issuance of the Construction Manager's Performance and Payment Bonds will be provided after the approval of the GMP and issuance of the Notice to Proceed by The City of Clearwater.
    - 4. Section I, "Advertisement of Bids & Notice to Contractors" of the City of Clearwater Contract Documents & Specifications is included. Biltmore Construction Co., Inc. complied with advertising requirement.
    - 5. Section II, "Instruction to Bidders" and "Supplemental Instructions to Bidders" of the City of Clearwater Contract Documents & Specification are excluded. Subcontractor bid

- requirements are outlined in Exhibit B of the Construction Manager @ Risk Services for Continuing Contracts.
6. Section III, "General Conditions" and Section IIIa "Supplemental General Conditions" of the City of Clearwater Contract Documents are included as they pertain to and are consistent with the Construction Manager @ Risk Services for Continuing Contracts.
  7. Section IV, "Technical Specifications" and Section IVa, "Supplemental Technical Specifications" of the City of Clearwater Contract Documents & Specifications are included only as they pertain to the Church of Christ Demolition Documents (Drawings and Technical Specifications) as listed in the Enumeration of Documents. If conflicting, the Construction Documents (Drawings and Technical Specifications) will be followed.
  8. Appendix, "ODP Documents and Other Project Documentation" of the City of Clearwater Contract Documents & Specifications was not issued and thus is excluded.
  9. Section V, "Contract Documents" of the City of Clearwater Contract Documents & Specifications is excluded. The Construction Manager @ Risk Services for Continuing Contracts will be followed.
  10. No stored material is anticipated. However, the City will pay for on-site and off-site stored materials with proper documentation by CM.
  11. No vendor prepayment is anticipated. However, in the case where a vendor requires advance payment for materials/equipment, The City will allow the CM to bill in advance and make advance payment to the CM.
  12. No Performance Specifications are included.
  13. No salvaged items to be turned over to the City are identified. Any salvaged materials/equipment will be the property of the Construction Manager.
  14. Pressure washing of existing sidewalk is excluded.
  15. An Allowance of \$2,000.00 is included for typical project sign based on the City of Clearwater Contract Documents and Specifications Article 23.8.
  16. Chain link type fence is included for the duration of the building demolition work only. It will be removed at the completion of the demolition of the building.
  17. Root barricades and silt fence will be installed per the issued Site Demolition Plan. They will remain in place for the duration of the building demolition, sodding and the two-week sod maintenance period.

## **EXHIBIT D – Enumeration of Contract Documents**

Contract Documents include: the Drawings, Specifications, Addenda (*Construction Documents*), the Agreement, General Conditions, Supplementary Conditions as expressly noted herein, and this Exhibit A, as well as the Guaranteed Maximum Price (GMP) Proposal in its entirety. This GMP Proposal is expressly recognized as a Contract Document inasmuch as it forms the basis upon which the Guaranteed Maximum Price is based. *As such, in the event there is any disagreement, conflict, or ambiguity between the GMP Proposal and any other Contract Document, the GMP Proposal shall govern.*

The Owner's issuance of any Notice to Proceed, Purchase Order, or any other written directive or instructions to proceed with the Work, after this signed GMP Proposal has been delivered by Biltmore to the Owner, shall constitute an express acceptance of the foregoing Enumeration of Contract Documents and the enforceability thereof.

Demolition Asbestos Survey dated April 5, 2019, as prepared by IBC Engineering-Environmental & Construction, LLC is to be updated.

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## EXHIBIT E – Construction Schedule

Subject to the ASSUMPTIONS AND CLARIFICATIONS contained herein, the anticipated construction period shall be **One Hundred Fifty (150)** calendar days to achieve Substantial Completion, after receipt, by Biltmore Construction Co., Inc., of all the following requirements:

- Execution of the Guaranteed Maximum Price Amendment of the Agreement Between Owner and Biltmore Construction Co., Inc.
- Receipt of the Written Notice to Proceed.
- Receipt of all required Permits.
- Recorded Notice of Commencement (as applicable).
- Construction site available to commence construction activity.
- Utilities disconnected and/or relocated as necessary to commence construction.

Final Completion shall be within **N/A** calendar days following the Date of Substantial Completion of the Work.

A preliminary Abatement and Demolition Schedule is included herein. Once the subcontractors are selected, we will prepare a more detailed CPM Schedule that will include all design, permitting, procurement and construction activities.

Mobilization and Site Preparation	5 Days
Notice to EPA	10 Days
Abatement	30 Days
Notice to EPA	10 Days
Building Demolition	90 Days
Site Restoration	<u>5 Days</u>
<b>Total</b>	<b>150 Days</b>