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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: **Eight Million, Five Hundred Thousand, Seven Hundred and Two (\$8,500,702.00)**

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

This Guaranteed Maximum Price (GMP) proposal must be accepted in writing by the City of Clearwater on or before **March 18, 2024**, after said date, this Guaranteed Maximum Price (GMP) proposal shall be null and void, absent the express written acceptance by Biltmore Construction Co., Inc.

By acceptance of the GMP and issuance of a Contract Amendment, the City of Clearwater hereby incorporates the GMP into the Agreement between Owner and Construction Manager.

PROJECT SUMMARY**Clearwater Fire Station 47**

Construction of a new single-story 4-Bay, approximately 10,440 gross square foot fire station building of type 2B construction. The structure is composed of loadbearing CMU walls, concrete floor, and thermoplastic-polyolefin (TPO) roofing over metal deck on steel roof joists. The interior is constructed of light gauge metal stud framed walls, gypsum drywall, acoustical ceilings. Project includes all plumbing, HVAC, fire protection, HVAC system, electrical, low voltage, emergency generator, 911, and fire alarm systems. The site will include new sidewalks, asphalt and concrete drives, parking, with updated utility service connections to the new building, as well as a fully irrigated and landscaped site.

The new living quarters will feature ten new dorm rooms, four bathrooms, fitness room, kitchen/dining, TV room, mechanical rooms, offices, and storage rooms, as well as an outdoor patio.

EXHIBIT A – 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 since 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.

- Report of Geotechnical Exploration prepared by Gulf Coast Testing Laboratory, Inc. dated January 18, 2021.
- The Hydrant Flow Test performed by City of Clearwater dated April 2, 2021, has expired.
- Note that Deuel & Associates is now TranSystems Corporation Consultants.
- Tree Inventory dated March 24, 2021, expired in 2022 and may not be valid.

See Attached Exhibit A Enumeration of Documents

EXHIBIT B – Allowances

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, how it is calculated within the stipulated fee. The City of Clearwater understands and agrees that should the actual costs exceed the amount specified in the GMP for 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
Metal Panels Alternate	\$ 37,000.00
Site Furnishings	\$ 5,000.00
Dedication Plaque	\$ 5,000.00
Photovoltaic (Solar) System Conduits	\$ 5,000.00
Electric Vehicle Charging System Conduits	\$ 10,000.00
Fitness Equipment and Miscellaneous Moving	\$ 10,000.00

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.
 - B. Removal of Unsuitable Soils is excluded.
 - C. Impact Fees/Inspection Fees, Plan Review Fees and Permit Fees are excluded. To be waived by the City of Clearwater.
 - D. Threshold inspections are excluded.
 - E. Performance Specifications are excluded.
 - F. Proposal/Bid Bond is excluded.
 - G. Builder's Risk Insurance is excluded. To be provided by the City of Clearwater.
 - H. TV's are excluded. To be purchased directly by the City of Clearwater.
 - I. Permanent Power, Sewer, and Water Consumption Costs are excluded.
 - J. Division 28 "Electronic Safety and Security (Convergint & GSA), and 911 System Equipment (Motorola) are excluded. This work is to be contracted directly by the City.
 - K. Public Art is excluded. This is to be purchased directly by the City.
 - L. Revisions because of City of Clearwater Building Department Plan Review Comments.
 - M. Demolition of current Fire Station 47 is excluded.
 - N. Salvaging of any building components or equipment from current Fire Station 47.
 - O. Irrigation and/or Reclaimed Water Meter will be performed/provided by Clearwater City Water System.
 - P. Flag for the flagpole is excluded.
 - Q. Aluminum Corrugated Metal Panels and Perforated Screen System are excluded. Project Team to determine acceptable alternative. We have included \$37,000.00.

2. Warranties and Guarantees:**A. Biltmore Construction Co., Inc. Warranties and Guarantees**

Biltmore Construction Co., Inc. warrants to the City of Clearwater 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 remedies 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 City of Clearwater 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 City of Clearwater and to Biltmore Construction Co., Inc. that all workmanship and materials are free from defects in installation. 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 City. The City of Clearwater shall be provided with the "standard" manufacturer's warranty, and it shall satisfy the requirements under the Construction/Contract Documents relating thereto.

C. Manufacturer's Express Warranties / Guarantees

Biltmore Construction Co., Inc. shall collect and transmit to the City of Clearwater all standard manufacturer's warranties and standard manufacturer's 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 City.

Biltmore Construction Co., Inc. shall defer to and provide the manufacturer's requirements for standard and extended warranties, in all cases of conflict between manufacturer's warranties and those specified in the Construction/Contract Documents.

3. Special conditions relating to City of Clearwater purchased / Contractor installed items and associated tax exemptions:

Biltmore Construction Co., Inc. acknowledges that Owner is implementing a direct purchase program pursuant to Florida Statute Section 212.08(6) to avoid sales tax on materials incorporated into the Project (the "ODP Program"). Owner acknowledges and agrees that (i) all deductive change orders issued by Biltmore to its Subcontractors participating in the ODP Program and corresponding deductive Change Orders issued by Owner to Biltmore under the ODP Program (collectively the "ODP Change Orders") include the costs of materials and the applicable Florida state sales tax, (ii) the value of the ODP Change Orders will be based on estimated quantities and costs, except when the ODP Change Order expressly involves the purchase of a single item with a predetermined fixed value, and (iii) the actual costs incurred for materials under the ODP Program will be reconciled with the estimated costs and if the aggregate cost actually incurred by Owner to purchase the materials is less than the value of the ODP Change Order minus applicable sales tax (the "Underrun"), then Owner will issue to Biltmore an additive Change Order in the amount of the Underrun plus the applicable sales tax on such Underrun value, and Biltmore will issue a corresponding additive change order to the applicable Subcontractor. *The table below presents an illustration of the foregoing calculation.*

Description of Purchase	Pretax Value	6% Sales Tax	Deductive ODP Change Order Value	Final Value of Purchase	Pretax Value of Underrun	6% Tax on Underrun	Additive Reconciliation Change Order Value
Paint	\$100,000	\$6,000	\$106,000	\$75,000	\$25,000	\$1,500	\$26,500

4. Builder's Risk Insurance:

City of Clearwater 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 City, Biltmore Construction Co., Inc., and Subcontractors in the Work under this contract.

All premiums and 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:

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

5. Basis of this GMP Proposal relative to Documents and Specifications as issued by Wannemacher Jensen Architect's Inc. identified in Exhibit A, "Enumeration of Documents".

6. Time and Price - Impacted Labor, Materials & Equipment (Escalation/Availability of Labor/Materials):

As of the date of this Contract Agreement and/or during the performance of the Work, certain markets providing labor, materials, and equipment necessary to complete the Project may experience significant industry-wide fluctuation in cost, delivery, and availability. As a result, should there be any fluctuations that

materially affect the cost, delivery, and/or availability of such items, regardless of if same should occur before the acceptance of the GMP Proposal, or subsequent to the acceptance, the Owner agrees to make an equitable adjustment in the Contract Time and/or, if necessary, allow the CM to access contingency funds to cover the additional cost at The City's discretion. Notwithstanding any other provision to the contrary, the Contractor shall not be liable to the City for any expenses, losses or damages arising from a delay in delivery of a potentially time and price impacted material/equipment item not the fault of the Contractor.

Biltmore Construction has not included an escalation contingency in the proposed GMP to account for any increases in the Cost of the Work arising from unanticipated increases in the cost of temporary or permanent commodities, materials, and/or equipment used in the performance of or incorporated into the completed Work. The proposed GMP is based on the pricing obtained on or before the date of this GMP Proposal and expressly excludes all additional/increased costs that may arise or be associated with tariffs, duties and other impositions and related or unrelated price escalation occurring after the date of this GMP Proposal. The Construction Manager shall be entitled to a Change Order equitably adjusting the GMP to account for any price escalation which occurs after the date of this GMP Proposal due to City actions such as time delays by the City or otherwise caused by the City.

7. Subcontractor Payments:

Notwithstanding anything to the contrary, the City 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.

8. 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 values shall in no way act as an individual line item guaranteed maximum price.

9. A Construction Manager Contingency of \$197,670.00 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 (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.
- 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.

10. Electronic BIM or CAD "As-Builts" are not included. Biltmore Construction will maintain "As-Built" documents on site during the construction phase and provide the City of Clearwater and Architect with a copy at project completion.

11. We have included costs in the General Conditions Line Item for Document Management and Project Management Control Services. These services will be provided via cloud-based platform that will allow direct access by all construction personnel, including Owners, Architects and Subcontractors. Services will include the ability to access and/or manage information via mobile devices over the internet. Services included will be Plans and Specifications, maintenance, and distribution, RFI Control, Submittal Control, Punch List Management, Daily Reports along with other related functions inherent in the platform. The charge for this service shall be \$4,000.00 and will be billed as a lump sum amount upon approval of GMP and issuance of Notice to Proceed.

12. We have included costs in the General Conditions line Item for MIS Services related to the project. This includes software updates associated with Biltmore Construction's standard software provided for cost management, computer

operating systems, PDF software, word processing applications and spreadsheet applications. This also includes troubleshooting, virus management/remediation, malware/adware, management/remediation, updates, and maintenance of these systems. The charge for this service shall be \$5,000.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.

13. Technical Clarifications:

A. General Requirements

1. Survey Work required for site and building layout as deemed necessary by the Construction Manager is included. The City's Survey crew may be used at no cost as they may be made available.
2. Materials Testing to include, but is not necessarily limited to, soil densities, concrete compressive strength, steel erection, and any other testing required by specifications or City standards is included. References to the Owner contracting with a testing agency are to be disregarded. This includes, but is not necessarily limited to Specification Sections 033000 "Cast-in Place Concrete", 051000 "Structural Steel",
3. Test and Balance of the HVAC System is included.
4. An Allowance of \$5,000.00 is included for a Dedication Plaque. No specifications were provided at the time of this GMP.
5. An Allowance of \$10,000.00 is included to relocate existing fitness equipment and miscellaneous items to the new building.
6. An Allowance of \$5,000.00 is included for Site Furnishings.
7. An Allowance of \$5,000.00 is included for the Photovoltaic (Solar) System Conduits.
8. An Allowance of \$10,000.00 is included for two (2) Electric Vehicle (EV) Charging Stations Conduits.
9. An Allowance of \$37,000.00 is included where metal panels are shown.
10. No provision or allowance is included for removal and replacement of unsuitable soils.
11. 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.
12. Section I, "Advertisement of Bids & Notice to Contractors" of the City of Clearwater Contract Documents & Specification is included. Biltmore Construction Co., Inc. complied with advertising requirement.
13. 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.
14. Section III, "General Conditions" and Section IIIa "Supplemental General Conditions" of the City of Clearwater Contract Documents are included only as they pertain to and are consistent with the Construction Manager @ Risk Services.
15. Section IV, "Technical Specifications and IVa, "Supplemental Technical Specifications" of the City of Clearwater Contract Documents 7 Specifications are included only as they pertain to the Fire Station 47 Construction Documents (Drawings and Technical Specifications) as listed in the Enumeration of Documents. If there is a conflict, the Construction Documents (Drawings and Technical Specifications) will be followed.
16. Appendix, "ODP Documents and Other Project Documentation" of the City of Clearwater Contract Documents & Specifications was not issued and thus is excluded.
17. Section V, "Contract Documents" of the City of Clearwater Contract Documents and Specifications is excluded. The Construction Manager @ Risk Services will be followed.
18. The City will pay for on-site and off-site stored materials with proper documentation by CM.
19. 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 for that material/equipment. This includes but is not limited to the 25% deposit by the furniture vendor.

20. Unless otherwise specified, colors and finishes shall be only standard selections available from the manufacturer. No premium or exotic colors or finishes are included.
21. No Performance Specifications are included.
22. Delegated Design submittals are limited to the requirements of the Specifications.", 084113 "Aluminum-Framed Entrances and Storefronts", and 089119 "Fixed Louvers".
23. All railings will be manufactured and installed to comply with the Florida Building Code. Shop drawings will be provided. Railings to be stainless steel, not aluminum.
24. Specification Section 075423 "Thermoplastic Polyolefin (TPO) Roofing. Per the design team on 11/7/23, Article 1.11, B. Special Project Warranty is to be two (2) years from date of Substantial Completion, not ten (10) years.
25. Existing asphalt damaged because of new construction will be repaired.
26. Existing sodding damaged because of new construction will be restored.
27. Existing irrigation damaged because of new construction will be repaired. However, no provisions are included to repair the existing irrigation system.
28. Typical Project Sign based on the City of Clearwater Contract Documents and Specifications Article 23.8 is included. City to provide text as required.
29. Responses to Preconstruction Requests for Information are included. Costs for responses received after the date of this GMP Proposal are not included.
30. Specification Section 012600 "Contract Modification Procedures, 012900 "Payment Procedures", 013100 "Project Management and Coordination" and 03200 "Construction Progress Documentation" are disregarded and shall be governed by the Construction Manager at Risk Agreement.
31. Reference Drawing P-601, "Plumbing Fixture Schedule" Mop Sink MS-1 is to be a standard mop sink. Terrazzo mop sink to be revised by the Design Team.
32. Reference Specification Section 075423 "Thermoplastic-Polyolefin (T.P.O) Roof. GMP includes EPS insulation in lieu of XPS insulation and standard 20 PSI Polyiso insulation.
33. Reference Specification Section 011000 "Summary", Part 1. Delete Article 1.5, B Owner's Product Purchase Contracts. The listed items are included in the GMP.
34. Reference Specification Section 012300 "Alternates", Part 3. Alternate No. 1 Apparatus Bay Ceiling Fans are included. Alternate No. 2 Exterior Perforated Metal Panels are included. Alternate No. 3 Outdoor Grill is included. Alternate No. 4 and No. 6 Bird Safe and Bird Friendly Glazing are not applicable. Alternate No. 5 Photovoltaic MiaSole' Peel & Stick System is discontinued and not applicable. Alternate No. 7 Electric Vehicle Charging Station conduit are included as an Allowance.
35. Reference Specification Section 013100 "Project Management and Coordination" is modified that subcontractors will attend only as required or requested.
36. Reference Specification Section 015000 "Temporary Facilities" is modified that CMAR is to pay only temporary utilities.
37. Materials Testing is included.
38. Specification Section 061600 calls for plywood sheathing. We will substitute Densglass.
39. Reference Specification Section 042223 "Decorative Concrete Unit Masonry" For cost-savings we are providing ground face masonry units from Old Castle in lieu of the specified 1" veneer from Westbrick Concrete Block. Veneer is excluded. We will be providing a full width block.
40. Drawing A-101, Note #89 infers that the generator is to be purchased by the City directly and outside of this GMP. The generator is included in the Electrical scope of work.
41. Furniture on Drawings ID-101 and ID-201 are included in the GMP based on the proposal from BOS.

42. Demolition Notes on Drawing E-000 are not applicable. There is no electrical demolition.
43. Stucco applied directly over CMU is to be 5/8" Stucco over lathe to be 3/4".
44. Reference Details 2/A-701 and 3/A701. Aluminum soffits and vents to be prefinished, not field painted.
45. Reference Drawing A-600. Ladder to be galvanized. Drawings incorrectly show both aluminum and galvanized.
46. Specification Section 011000, 1.5 B "Owner Product Purchase Contracts" Is incorrect and excluded.
47. No Division 32 Specifications were provided.
48. Specification 012300 "Alternates" is not for this project and excluded.
49. Specification 012900 "Payment Procedures" is not applicable. City of Clearwater procedures will be followed.
50. Specification 013100 "Project Management Coordination" Subcontractors will only attend meetings as requested by the Construction Manager.
51. Specification 263100 "Photovoltaic Collectors" and Specification 011000 refers to "3m Mia Sole Panels that are no longer available. These are excluded. See Allowance.
52. There are inconsistencies in some Specification titles numbers and table of contents. Need clarifications.
53. Specification 071900 "Water Repellents" references "clay brick Masonry" that is not applicable and excluded.
54. There are two Specifications for Metal Composite Panels. Both are now excluded.
55. Wheel stops are excluded. None shown.

EXHIBIT D - GUARANTEED MAXIMUM PRICE BREAKDOWN

Itemized Description of the Work	Base GMP Amount
Building Demolition	\$ N/A
Asbestos Abatement	\$ N/A
Site Work	\$ 625,000.00
Permanent Fence	\$ 14,000.00
Landscaping/Irrigation	\$ 140,000.00
Polished Concrete	\$ 40,000.00
Cast in Place Concrete, Site Concrete, & Unit Masonry	\$ 1,000,000.00
Structural Steel/ Miscellaneous Metals/Railings	\$ 390,000.00
Alternate for Metal Composite Panels Allowance	\$ 37,000.00
General Works	\$ 40,000.00
Plastic Laminate Faced Cabinets & Solid Surface	\$ 182,000.00
Caulking & Sealants	\$ 35,000.00
T.P.O. Roofing	\$ 260,000.00
Doors, Frames and Finish Hardware	\$ 97,000.00
Overhead Coiling & Sectional Doors	\$ 311,000.00
Aluminum Entrances/Storefront Glass & Glazing	\$ 385,300.00
Metal Studs, Insulation, GWB, Stucco	\$ 540,000.00
Ceramic Tile	\$ 30,100.00
Acoustical Panel Ceilings	\$ 40,200.00
Resilient Base and Flooring	\$ 20,000.00
Painting	\$ 68,000.00
Flagpole	\$ 10,000.00
Toilet Accessories	\$ 9,400.00
Fire Extinguishers & Cabinets	\$ 1,000.00
Corner Guards	\$ 1,300.00
Signage	\$ 55,000.00
Laundry Equipment & Residential Appliances	\$ 65,000.00
T.V.'s and Brackets	\$ By Owner
Lockers	\$ 20,300.00
Roller Window Shades	\$ 23,000.00
Floor Mats & Frames	\$ 11,400.00
<i>Site Furnishings Allowance</i>	\$ 5,000.00
Metal Shelving	\$ 2,100.00
Furnishings	\$ 65,000.00
Fire Protection System	\$ 48,000.00
Plumbing	\$ 273,500.00

HVAC	\$	681,500.00
Electrical, Cabling & Fire Alarm	\$	1,035,000.00
<i>Photovoltaic System Allowance</i>	\$	5,000.00
<i>Electric Vehicle Chargers Allowance</i>	\$	10,000.00
Structured Cabling for Communications	\$	Included in Electrical
Safety & Security (GSA & Convergint)	\$	By Owner
911 System (Mach Alert)	\$	By Owner
Public Art	\$	By Owner
<i>Fitness Equipment Relocation Allowance</i>	\$	10,000.00
<i>Dedication Plaque Allowance</i>	\$	5,000.00
	\$	0.00
	\$	0.00
Construction Manager's Contingency (3% of \$6,589,000.00)	\$	197,670.00
Total Work	\$	6,786,670.00
Performance & Payment Bond	\$	65,250.00
Liability Insurance	\$	80,040.00
Builder's Risk Insurance	\$	By owner
General Conditions/Requirements	\$	193,200.00
Administration and Supervision/ Staffing	\$	696,700.00
City Contingency (3% of \$6,589,000.00)	\$	197,670.00
Subtotal	\$	8,019,530.00
OH&P (6% of \$ 8,019,530.00)	\$	481,172.00
Total Guaranteed Maximum Price (GMP)	\$	8,500,702.00

EXHIBIT E – Construction Schedule

Subject to the ASSUMPTIONS AND CLARIFICATIONS contained herein, the anticipated construction period shall be Three Hundred Ninety (390) 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 City and Biltmore Construction Co., Inc.
- Receipt of the Written Notice to Proceed.
- Receipt of City Purchase Order
- Receipt of all required Permits.
- Recorded Notice of Commencement (as applicable).
- Construction site available to commence construction activity.

Final Completion shall be within Thirty (30) calendar days following the Date of Substantial Completion of the Work.

A preliminary Design Phase and Construction Phase 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.

Construction Schedule shall be contingent upon anticipated durations of long-lead items that are out of our control. Actual durations may negatively impact the Schedule requiring an Owner Change Order to include time extension and its' associated costs. These items include, but are not necessarily limited to, Underground Utility Structures, Structural Steel Components, Aluminum Entrances & Storefront, Hollow Metal Doors, Frames, Wood Doors & Hardware, Overhead Coiling Doors, Finish Flooring, HVAC Equipment, Plumbing Fixtures, Major Electrical Components, Light Fixtures and Generator.

Once the availability and lead times of the aforementioned items are confirmed, a more detailed CPM Project Schedule will be provided in accordance with the requirements of the Construction Manager at Risk Services.

EXHIBIT F – No Alternate Prices are applicable.

Item	Itemized Description of the Work	Added Value
		\$
1		\$
		\$
2		\$
		\$
3		\$
		\$
4		\$
		\$
5		\$
		\$
6		\$
		\$
7		\$
		\$
8		\$
		\$
9		\$
		\$
10		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

Biltmore Construction Co., Inc.

By: _____
Jeff Parker
Vice President

Date: _____

City of Clearwater, Florida

Approved as to form:

By: _____
Owen Kohler
Assistant City Attorney

Countersigned:

Print Name

Title: _____

Date: _____