



Long Center Renovation GMP Proposal

Date: Monday December 23rd, 2024

TO: Jeff Walker, P.E.
 City of Clearwater – Public Works Department
 100 S. Myrtle Ave., Suite 200
 Clearwater, FL 33756

RE: LONG CENTER RENOVATION (21-0026-PR)

Creative Contractors is pleased to submit our GMP proposal for the Long Center renovation, installation of a new dehumidification system and the addition of the sun deck. (i.e. As requested, enclosed is the proposal for construction/demolition of City of Clearwater Long Natatorium Renovation submitted in accordance with technical specs/plans/study/clarifications of this letter/attached line-item work, etc., for a Guaranteed Maximum Price of **14,504,354**.

Scope of Work:

Project consists of removing the entire glass façade and replacing with new insulated glass and stucco elements. It also includes a completely new dehumidification system, painting of the existing roof deck, new roofing system, pool equipment change-out, and an enclosed sundeck addition. The Scope of Work is further detailed in the Contract Documents.

Cost Detail:

Description Natatorium Renovation	Amount
Building Modifications	\$10,615,024
Design Evolution / Permit Comments 3%	\$318,451
Subtotal of Cost of Work (COW)	\$10,933,475
Subcontractor Default Insurance 1.25%	\$136,668
General Conditions	\$622,951
General Requirements	\$324,886
Subtotal COW and General Costs (GC)	\$12,017,980
Contingency: 3% Owner & 3% CMAR	\$721,079
Builders Risk Insurance (Allowance) .35%	\$42,063
Liability Insurance .62%	\$74,511
Pollution Liability	By Owner
Subtotal COW, GC, Contingency, & Insurance	\$12,855,633
Construction Manager Fee 5%	\$642,782



Performance \$ Payment Bond .72%	\$97,189
GMP	\$13,595,604
Description Add Alt Sundeck Addition	
Building Modifications	\$535,312
Site Work (Allowance)	\$175,000
Design Evolution Contingency/ Permit Comments 2.5%	\$17,758
Subtotal Cost of Work (COW)	\$728,070
Subcontractor Default Insurance 1.25%	\$9,101
General Conditions	\$45,560
General Requirements	\$23,206
Subtotal COW and General Cost (GC)	\$805,937
Contingency: 3% Owner & 3% CMAR	\$48,356
Builders Risk	Included above
Liability Insurance	\$4,997
Pollution Insurance	By Owner
Subtotal COW, GC, Contingency, & Insurance	\$859,290
Construction Manager Fee 5%	\$42,964
Payment and Performance Bond	\$6,496
GMP	\$908,750
Total Guaranteed Maximum Price	\$14,504,354

Project Duration shall be 402 calendar days from the date of the Notice to Proceed to Substantial Completion.

Existing Contract: This proposal is submitted in conjunction with the existing Construction Manager at Risk Services Continuing Contract entered into with the City of Clearwater on **March 14, 2024**, based on **RFQ #07-24**. The terms of that Contract shall continue to govern between the Parties. Upon execution, this Proposal shall be considered an amendment to that Contract only for purposes of establishing the Guaranteed Maximum Price.

If GMP Exceeds \$150,000: Per Section III, Article 5.1 of the Contract Specifications, the contractor shall provide to the public entity a certified copy of the recorded bond. Once the City receives a certified copy of the recorded bond, a Notice to Proceed may be issued. Include the attached bond form as well as the Power of Attorney.

Code: 3157572-563600-C2202



For work performed, invoices shall be submitted to the City of Clearwater, Public Works Department/Engineering, Attention: Jamie Gaubatz, P.O. Box 4748, Clearwater, Florida, 33758-4748. Contingency services may be billed only after written authorization is provided by the City to proceed with those services.

CONTRACTOR COMPANY NAME

By: _____
Joshua Bomstein
President

Date

CITY OF CLEARWATER, FLORIDA

Approved as to form:

Attest:

Jerrod Simpson
Senior Assistant City Attorney

By: _____
Rosemarie Call
City Clerk

Countersigned:

Bruce Rector
Mayor

Jennifer Poirrier
City Manager

Date

Date

PUBLIC CONSTRUCTION BOND

(1)

This bond is given to comply with § 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in subsections (2) and (10).

Pursuant to § 255.05(1)(b), Florida Statutes, “**Before commencing the work** or before recommencing the work after a default or abandonment, **the contractor shall provide to the public entity a certified copy of the recorded bond**. Notwithstanding the terms of the contract or any other law governing prompt payment for construction services, the public entity may not make a payment to the contractor until the contractor has complied with this paragraph.”

CONTRACTOR

SURETY

OWNER

Creative Contractors, Inc
101 Creative Way
Clearwater, FL 33759
727-461-5522

Travelers Casualty and Surety
Company of America
One Town Square
Hartford, CT 06183

City of Clearwater
Public Works Department
100 S. Myrtle Avenue
Clearwater, FL 33756
(727) 562-4747

PROJECT NAME: LONG CENTER RENOVATION

PROJECT NO: 21-0026-PR

PROJECT DESCRIPTION: *Project consists of removing the entire glass façade and replacing with new glass and stucco elements. It also includes a completely new dehumidification system, painting of the existing roof deck, new roofing system, pool equipment change out, and an enclosed sundeck addition*

BY THIS BOND, We Creative Contractors, as Contractor, and Travelers, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of **\$14,504,354**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the proposal dated 12/2/24 between Contractor and Owner for construction of the Long Center Renovation (21-0026-PR), the contract documents being made a part of this bond by reference (which include the Advertisement for Bids, Proposal, Contract, Surety Bond, Instructions to Bidders, General Conditions, Plans, Technical Specifications and Appendix, and such alterations as may be made in said Plans and Specifications as therein provided for), at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the contract; and

PUBLIC CONSTRUCTION BOND

(2)

4. To the limits of § 725.06(2), Florida Statutes, shall indemnify and hold harmless Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction contract; and

5. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

6. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

7. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety’s obligation under this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, witness the hands and seals of the parties hereto this _____ day of _____, 20__.

(If sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

[TYPE LEGAL NAME OF CONTRACTOR]

By: _____
Title: VP / Chief Estimator
Print Name: _Jim Cacini_____

WITNESS:

Corporate Secretary or Witness
Print Name: _____

(affix corporate seal)

WITNESS:

Print Name: _____

[Leave blank for Name of Corporate Surety]

By: _____
ATTORNEY-IN-FACT
Print Name: _____

(affix corporate seal)

(Power of Attorney must be attached)