



Renovations to E.C. Moore Field 8 & 9

Date: November 2, 2018

TO: Leroy Chin
City of Clearwater – Engineering Department
100 S. Myrtle Ave., Suite 200
Clearwater, FL 33756

RE: E.C. Moore Field 8 & 9 Complex, 2780 Drew St. Clearwater, FL 33759

As requested, enclosed is the proposal for renovation of E.C. Moore Recreation Complex Field 8 with Field 9 Poles submitted in accordance for a Guaranteed Maximum Price of **\$661,443**

Scope of Work:

- 1 Permit, Testing and Impact Fees will be passed to the Owner at DeLotto's cost.
- 2 Landscaping and Irrigation is by OWNER
- 3 All Fencing is by OWNER
- 4 Selective Demo of Footings (Option A) is included with this proposal
- 5 All Electrical is by OWNER.
- 6 A field repair ALLOWANCE of \$12,000 is included with this proposal.
- 7 An ALLOWANCE of \$14,300 for handrails, ladders, edge angles at sump pits and bench frames is Included with this proposal.

Cost Detail:

Description	Amount
Cost of Work	\$487,102
Subtotal	\$487,102
General Conditions (or General Conditions/Supervision/Insurance/Bond)	\$59,545
Construction Management Fee	\$60,131
Contingency <u>10</u> %	\$54,665
Guaranteed Maximum Price	\$661,443

Project Duration shall be 90 calendar days from the date of the Notice to Proceed.

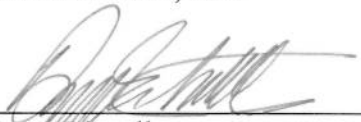


Existing Contract: This proposal is submitted in conjunction with the existing Construction Manager at Risk Services Continuing Contract entered into with the City of Clearwater on **August 4, 2016**, based on **RFQ #24-16**.

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. *(If GMP is less than \$150,000 a bond is not required.)*

For work performed, invoices shall be submitted to the City of Clearwater, Engineering Department, Attn: Veronica Josef, Senior Staff Assistant, 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.

J.O. DeLotto & Sons, Inc.

By: 
Doug Littrell
Executive Vice President

11-2-18
Date

CITY OF CLEARWATER, FLORIDA

Approved as to form:

Attest:

Matthew M. Smith
Assistant City Attorney

By: _____
Rosemarie Call
City Clerk

Countersigned:

George N. Cretekos
Mayor

William B. Horne II
City Manager

Date

Date

Bond No.: _____

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

[name]
[principal business address]
[phone number]

SURETY

[name]
[principal business address]
[phone number]

OWNER

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

PROJECT NAME: *project name*

PROJECT NO.: *project number*

PROJECT DESCRIPTION: Renovation of a 2,000 sq. ft. Interpretive Center

BY THIS BOND, We [contractor], as Contractor, and [surety], a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$[x,xxx,xxx.xx], 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 [], between Contractor and Owner for construction of [project name], 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

Bond No.: _____

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: _____ Print Name: _____

WITNESS:

WITNESS:

Corporate Secretary or Witness

Print Name: _____

(affix corporate seal)

Print Name: _____

[Leave blank for Name of Corporate Surety]

By: _____

ATTORNEY-IN-FACT

Print Name: _____

(affix corporate seal)

(Power of Attorney must be attached)