



Proposal

May 12, 2021

TO: Jeff Walker, P.E., CBO, LEED AP, PMP
City of Clearwater – Engineering Department
100 S. Myrtle Ave., Suite 200
Clearwater, FL 33756

**RE: Temporary Fire Station # 46 CITY OF CLEARWATER ENGINEERING
Project # (18-0028-FD)**

As requested, enclosed is the proposal for establishment of a Temporary Fire Station #46 located in McKay Park and, submitted in accordance with technical specs/plans/study/clarifications of this letter/attached line-item work for a Guaranteed Maximum Price of **338,914.00.**

Scope of Work:

Project consists of the site preparation and the establishment of temporary facilities for the relocated Fire Station # 46 at the designated portion of McKay Park located at 605 Mandalay Ave., Clearwater, FL. 33767.

The temporary facilities include asphalt drive, crushed shell parking spaces and staging area, screened chain-link boundary fence/gates, 40' x 8' Mobile Mini storage unit, 20' x 50' TNT carport, site sanitary piping, under-sink 8 # grease trap, secondary electric service to the City-furnished modular housing unit, connecting City furnished generator with new ATS, Fire's Mobile Mini unit and City furnished Parks & Rec's Mobile Mini unit, fire sprinkler system in City-furnished modular housing unit, window protection, shades, miscellaneous plumbing, relocation of misc. Fire furniture and equipment from the existing Fire Station to the Temporary Fire Station, and restoration of the affected park area including sodding as to return the park to its original state in accordance with construction documents prepared by City of Clearwater Engineering Department dated April 22, 2021 and electrical design/permit documents prepared by Cullum Electrical Services.



Cost Detail:

Description	Amount
Cost of Work	
1-Modular Unit (Wilscot-By City)	\$0.00
1-Temporary Storage Unit (Mobile Mini)	\$18,000.00
2-Temporary Fencing/Gates (Smith Fence)	\$8,000.00
2-Sie Work (G.A. Nichols)	\$139,000.00
2-Sodding and Landscaping Allowance (Smith Landscape)	\$ 8,000.00
7-Gutters/Downspouts Allowance (Gutter Man of Tampa Bay)	\$0.00
10-Job-Site Sign Allowance (Sign-Age)	\$0.00
10-Shade Allowance (TBD)	\$0.00
10-Window Protection Allowance (TBD)	\$0.00
11-Equipment Moving Allowance (Bandit)	\$0.00
13-Prefabricated Carport (TNT)	\$10,000.00
15-Fire Suppression Allowance (Dabo)	\$10,000.00
15-Plumbing Allowance (Scotto or RoyalAire)	\$4,500.00
16-Electrical Allowance (Florida Electrical)	\$ 45,000.00
Subtotal	\$242,500.00
General Conditions (or General Conditions/Supervision/Insurance/Bond)	\$ 53,730.00
Pre-Construction Phase Fee	\$0 .00
Construction Management Fee (6% of \$ 319,730.00)	\$ 19,184.00
Contingency	\$23,500.00
Guaranteed Maximum Price	\$338,914.00


Project Duration shall be 60 calendar days from the date of the Notice to Proceed and Permitting.

Existing Contract: This proposal is submitted in conjunction with the existing Construction Manager at Risk Services Contract entered into with the City of Clearwater on November 5/2020, based on RFQ #18-20.

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.



BILTMORE CONSTRUCTION CO., INC.

By: 
Jeff Parker
Vice President

5-12-21
Date

CITY OF CLEARWATER, FLORIDA

Approved as to form:

Attest:

Owen Kohler
Assistant City Attorney

By: _____
Rosemarie Call
City Clerk

Countersigned:

Frank Hibbard
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

Biltmore Construction Co., Inc.
1055 Ponce de Leon Blvd.
727-585-2084

SURETY

Federal Insurance Company
202 B Hall's Mill Road
Whitehouse Station, N.J. 08889
908-903-2000

OWNER

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

PROJECT NAME: Temporary Fire Station # 46

PROJECT NO.: 2020030EN

PROJECT DESCRIPTION:

BY THIS BOND, We, [Biltmore Construction Co., Inc.], as Contractor, and [Federal Insurance Company], a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$338,914.00, 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 [05/12/21], between Contractor and Owner for construction of City of Clearwater Fire Station # 46, 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.

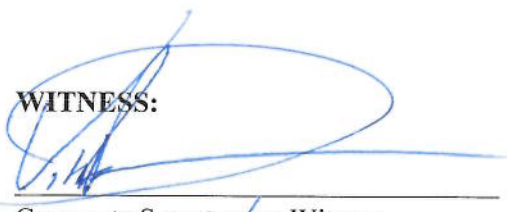
IN TESTIMONY WHEREOF, witness the hands and seals of the parties hereto this 18TH day of MAY, 2021.

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

BILTMORE CONSTRUCTION CO., INC.

By: 
Title: Vice President
Print Name: Jeff Parker

WITNESS:


Corporate Secretary or Witness

Print Name: 

(affix corporate seal)

(Power of Attorney must be attached)

WITNESS:


Print Name: RONALD E. CUPER

By: _____

ATTORNEY-IN-FACT

Print Name: _____

(affix corporate seal)