

A decorative graphic of a bridge arch. It consists of a large, light blue semi-circular shape. Overlaid on this are two curved lines: a white line on top and an orange line below it, both following the curve of the arch. The background of the top half of the page is dark blue.

City of Clearwater Bridges Repair

Guaranteed Maximum Price

September 24, 2021

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September 24, 2021

TO: Ivan Dimitrov, E.I.
City of Clearwater – Engineering Department
100 S. Myrtle Ave., Suite 200
Clearwater, FL 33756

RE: **City of Clearwater Bridge Repair and CITY OF CLEARWATER ENGINEERING DEPARTMENT
PROJECT NUMBER 20-0027-EN**

As requested, enclosed is the proposal for construction/demolition of the City of Clearwater Bridge Repair submitted in accordance with technical specs/plans/clarifications of the scope of work for a Guaranteed Maximum Price of **\$3,900,259.00**.

Project Duration shall be 395 calendar days from the date of the Notice to Proceed.

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) and preconstruction services of: Three Million Nine Hundred Thousand Two Hundred and Fifty Nine **\$3,900,259.00**

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 City of Clearwater on or before **10/31/21**. 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, City of Clearwater hereby incorporates the GMP into the construction manager at risk agreement RFQ #40-20 services for continuing contracts dated August 21, 2020 between City of Clearwater and Biltmore Construction Co., Inc.

Project Summary

The intent of this project is to repair and make safe existing bridges at fourteen (14) locations throughout the City of Clearwater and one (1) seawall. The construction documents call for spalling repair, repair of cracks in concrete, coating concrete surfaces, covering existing graffiti, painting previously painted surfaces, sounding and surveying concrete and asphalt, clearing vegetation, removal, and replacement of asphalt topping, guardrail repair, and replacing missing reflector.

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 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 City of Clearwater'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 City of Clearwater, shall constitute an express acceptance of the foregoing Enumeration of Contract Documents and the enforceability thereof.

See Attached

Area 01 Windward Passage East Bridge - Current Drawings

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|-------------------|---|----------|--------------|---------------|-----------------------------|
| Structural | | | | | |
| S1.0 | Cover Sheet | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S2.0 | General Structural Notes and Existing Site Plan | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S2.1 | BRIDGE PLAN | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S2.2 | SECTION | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S3.0 | Concrete Repair Details | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S3.1 | Repair Details | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |

Area 02 Windward Passage Middle Bridge - Construction Set (04/30/21)

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|-------------------|--------------------------|----------|--------------|---------------|-----------------------------|
| Structural | | | | | |
| S1.0 | COVER SHEET | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S2.0 | GENERAL STRUCTURAL NOTES | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S2.1 | BRIDGE PLAN | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S2.2 | SECTION | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S3.0 | Concrete Repair Details | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S3.1 | REPAIR DETAILS | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S3.2 | REPAIR DETAILS | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |

Area 03 Windward Passage West Bridge - Current Drawings

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|-------------------|--------------------------|----------|--------------|---------------|-----------------------------|
| Structural | | | | | |
| S1.0 | Cover Sheet | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S2.0 | GENERAL STRUCTURAL NOTES | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S2.1 | BRIDGE PLAN | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S2.2 | Section | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S3.0 | Concrete Repair Details | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S3.1 | Repair Details | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |

Area 04 Fairwood Avenue Over Alligator Crk - Current Drawings

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|-------------------|--------------------------|----------|--------------|---------------|-----------------------------|
| Structural | | | | | |
| S1.0 | Cover Sheet | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S2.0 | GENERAL STRUCTURAL NOTES | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S2.1 | BRIDGE PLAN | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S2.2 | Section | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S3.0 | Concrete Repair Details | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S3.1 | Repair Details | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S3.2 | Repair Details | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |

Area 05 Beverly Circle Over Allen Creek - Current Drawings

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|-------------------|--------------------------|----------|--------------|---------------|-----------------------------|
| Structural | | | | | |
| S1.0 | Cover Sheet | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S2.0 | GENERAL STRUCTURAL NOTES | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S2.1 | BRIDGE PLAN | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S2.2 | Section | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S3.0 | Concrete Repair Details | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S3.1 | Repair Details | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S3.2 | REPAIR DETAILS | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |

Area 06 Memorial Causeway Trail Pedestrian - Current Drawings

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|-------------------|--------------------------|----------|--------------|---------------|-----------------------------|
| Structural | | | | | |
| S1.0 | Cover Sheet | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S2.0 | GENERAL STRUCTURAL NOTES | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S2.1 | BRIDGE PLAN | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S2.2 | Section | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S3.0 | Concrete Repair Details | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |
| S3.1 | Repair Details | 0 | 04/30/2021 | 05/03/2021 | Construction Set (04/30/21) |

Area 07 Memorial Causeway Trail Bridge - Current Drawings

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|-------------------|--------------------------|----------|--------------|---------------|-----------------------------|
| Structural | | | | | |
| S1.0 | Cover Sheet | 0 | 09/25/2020 | 05/03/2021 | Construction Set (04/30/21) |
| S2.0 | GENERAL STRUCTURAL NOTES | 0 | 09/25/2020 | 05/03/2021 | Construction Set (04/30/21) |
| S2.1 | Partial Plan | 0 | 09/25/2020 | 05/03/2021 | Construction Set (04/30/21) |
| S2.2 | Seawall Elevations | 0 | 09/25/2020 | 05/03/2021 | Construction Set (04/30/21) |
| S2.3 | Details | 0 | 09/25/2020 | 05/03/2021 | Construction Set (04/30/21) |
| S3.0 | Concrete Repair Details | 0 | 09/25/2020 | 05/03/2021 | Construction Set (04/30/21) |
| S3.1 | Repair Details | 0 | 09/25/2020 | 05/03/2021 | Construction Set (04/30/21) |

Area 08 Douglas Avenue over Stevenson Creek - Current Drawings

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|-------------------|--------------------------|----------|--------------|---------------|-----------------------------|
| Structural | | | | | |
| S1.0 | Cover Sheet | 0 | 05/11/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.0 | GENERAL STRUCTURAL NOTES | 0 | 05/11/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.1 | Bridge Plan | 0 | 05/11/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.2 | Section | 0 | 05/11/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.0 | Concrete Repair Details | 0 | 05/11/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.1 | Repair Details | 0 | 05/11/2021 | 06/10/2021 | Construction Set (04/30/21) |

Area 09 Hercules Avenue over Allen Creek - Current Drawings

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|-------------------|--------------------------|----------|--------------|---------------|-----------------------------|
| Structural | | | | | |
| S1.0 | Cover Sheet | 0 | 05/11/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.0 | GENERAL STRUCTURAL NOTES | 0 | 05/11/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.1 | BRIDGE PLAN | 0 | 05/11/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.2 | Section | 0 | 05/11/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.0 | Concrete Repair Details | 0 | 05/11/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.1 | Repair Details | 0 | 05/11/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.2 | Repair Details | 0 | 05/11/2021 | 06/10/2021 | Construction Set (04/30/21) |

Area 10 Clearwater Pass Bridge - Current Drawings

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|-------------------|--------------------------|----------|--------------|---------------|-----------------------------|
| Structural | | | | | |
| S1.0 | Cover Sheet | 0 | 05/13/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.0 | General Structural Notes | 0 | 05/13/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.1 | Bridge Plan | 0 | 05/13/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.2 | Elevation | 0 | 05/13/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.3 | Section | 0 | 05/13/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.0 | Concrete Repair Details | 0 | 05/13/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.1 | Repair Details | 0 | 05/13/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.2 | Repair Details | 0 | 05/13/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.3 | Repair Details | 0 | 05/13/2021 | 06/10/2021 | Construction Set (04/30/21) |

Area 11 Palmetto Street over Stevenson Creek - Current Drawings

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|-------------------|--------------------------|----------|--------------|---------------|-----------------------------|
| Structural | | | | | |
| S1.0 | Cover Sheet | 0 | 05/11/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.0 | GENERAL STRUCTURAL NOTES | 0 | 05/11/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.1 | BRIDGE PLAN | 0 | 05/11/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.2 | Section | 0 | 05/11/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.0 | Concrete Repair Details | 0 | 05/11/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.1 | Repair Details | 0 | 05/11/2021 | 06/10/2021 | Construction Set (04/30/21) |

Area 12 Rainbow Drive over Allen Creek - Current Drawings

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|-------------------|--------------------------|----------|--------------|---------------|-----------------------------|
| Structural | | | | | |
| S1.0 | Cover Sheet | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.0 | GENERAL STRUCTURAL NOTES | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.1 | BRIDGE PLAN | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.2 | Section | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.0 | Concrete Repair Details | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.1 | Repair Details | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.2 | Repair Details | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |

Area 13 Hillcrest Avenue over Stevenson Creek - Current Drawings

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|-------------------|--------------------------|----------|--------------|---------------|-----------------------------|
| Structural | | | | | |
| S1.0 | Cover Sheet | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.0 | GENERAL STRUCTURAL NOTES | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.1 | BRIDGE PLAN | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.2 | Section | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.0 | Concrete Repair Details | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.1 | Repair Details | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |

Area 14 Druid Road over Stevenson Creek - Current Drawings

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|-------------------|--------------------------|----------|--------------|---------------|-----------------------------|
| Structural | | | | | |
| S1.0 | Cover Sheet | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.0 | GENERAL STRUCTURAL NOTES | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.1 | BRIDGE PLAN | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.2 | Section | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.0 | Concrete Repair Details | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.1 | Repair Details | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.2 | Repair Details | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |

Area 15 Lakeview Road near MLK - Current Drawings

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|-------------------|--------------------------|----------|--------------|---------------|-----------------------------|
| Structural | | | | | |
| S1.0 | Cover Sheet | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.0 | GENERAL STRUCTURAL NOTES | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.1 | BRIDGE PLAN | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S2.2 | SECTION | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.0 | Concrete Repair Details | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.1 | Repair Details | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |
| S3.2 | Repair Details | 0 | 04/30/2021 | 06/10/2021 | Construction Set (04/30/21) |

| BCC # 4042 | Clearwater Bridge Repair | Biller Reinhart Project 20-210 |
|-------------------|-----------------------------------|---|
| Issue Date | Specifications and Reports | Area Description |
| | | |
| 4/30/2021 | Project Manual | Fairwood Avenue Over Alligator Creek |
| 1/10/2019 | Bridge Inspection Report | Fairwood Avenue Over Alligator Creek |
| | | |
| 4/13/2021 | Project Manual | Windward Passage West Bridge |
| | | |
| 4/30/2021 | Project Manual | Windward Passage Middle Bridge |
| | | |
| 4/30/2021 | Project Manual | Windward Passage East Bridge |
| | | |
| 4/30/2021 | Project Manual | Beverly Circle over Allen's Creek |
| | | |
| 4/30/2021 | Project Manual | Memorial Causeway Trail |
| | | |
| Oct-20 | Project Manual | Memorial Causeway Pedestrian Trail Sea Wall |
| | | |
| 5/27/2021 | Project Manual | Douglas Ave over Stevenson Creek |
| 1/22/2019 | Bridge Inspection Report | Douglas Ave over Stevenson Creek |
| | | |
| 5/27/2021 | Project Manual | Hercules Ave over Allen Creek |
| 1/22/2019 | Bridge Inspection Report | Hercules Ave over Allen Creek |
| | | |
| 5/28/2021 | Project Manual | Clearwater Pass Bridge |
| 1/30/2019 | Bridge Inspection Report | Clearwater Pass Bridge |
| | | |
| 5/27/2020 | Project Manual | Palmetto St over Stevenson Creek |
| 1/22/2019 | Bridge Inspection Report | Palmetto St over Stevenson Creek |
| | | |
| 5/28/2021 | Project Manual | Rainbow Drive over Allen Creek |
| | | |
| 5/28/2021 | Project Manual | Hillcrest Ave over Stevenson St. |
| | | |
| 5/27/2021 | Project Manual | Druid Road over Stevenson Creek |
| | | |
| 5/28/2021 | Project Manual | Lakeview Road near MLK |
| | | |
| | | |

| Bridge # | Bridge Location | Base GMP Amount |
|---|---------------------------------------|-----------------------|
| (1) 155503 | Douglas Ave. Over Stevenson Creek | \$145,647.00 |
| (2) 155504 | Hercules Ave. Over Allen Creek | \$65,435.00 |
| (3) 155507 | Fairwood Ave. Over Alligator Creek | \$91,838.00 |
| (4) 155522 | Clearwater Pass Bridge | \$1,664,430.00 |
| (5) 155523 | Palmetto St. Over Stevenson Creek | \$46,489.00 |
| (6) NQC3CC | Beverly Circle Over Allen's Creek | \$50,390.00 |
| (7) NQC6CC | Druid Rd. Over Stevenson Creek | \$109,556.00 |
| (8) NQC2CC | Hillcrest Ave. Over Stevenson's Creek | \$35,350.00 |
| (9) NQC7CC | Lakeview Rd. Near MLK | \$57,023.00 |
| (10) NQC14CC | Memorial Causeway Trail | \$77,957.00 |
| (11) LQC1CC | Rainbow Dr. Over Allen Creek | \$58,609.50 |
| (12) 155519 | Windward Passage East Bridge | \$43,295.00 |
| (13) 155518 | Windward Passage Middle Bridge | \$47,217.00 |
| (14) 155517 | Windward Passage West Bridge | \$40,571.00 |
| (15) Ped Bridge | Memorial Causeway Pedestrian Bridge | \$110,603.00 |
| Sub Total | | \$2,644,410.50 |
| Signage Allowance | | \$5,000.00 |
| Materials Allowance | | \$25,000.00 |
| Buyout Savings | | \$355,589.50 |
| Subcontractor Direct Cost (SDC) | | \$3,030,000.00 |
| CM Personnel | | \$355,600.00 |
| General Conditions | | \$34,900.00 |
| Permit / Plan Review Allowance – 2.5% of the cost of the work | | By Owner |
| Liability Insurance | | \$40,000.00 |
| Contingency 5% of \$3,030,000.00 | | \$151,500.00 |
| Performance and Payment Bond | | \$40,000.00 |
| Builders Risk Insurance Allowance (See Exhibit "C") | | By Owner |
| Construction Cost Budget | | \$3,652,000.00 |
| Construction Manager Overhead and Profit 6% of \$3,652,000.00 | | \$219,120.00 |
| Guaranteed Maximum Price | | \$3,871,120.00 |
| Construction Manager Preconstruction Fees | | \$29,139.00 |
| Total Project Cost | | \$3,900,259.00 |

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. City of Clearwater 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 |
|-----------------------------|---------------------|
| Project Signage Allowance | \$5,000.00 |
| Materials Testing Allowance | \$25,000.00 |
| | |

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. Removal of Asbestos Containing Material or any other hazardous or unsuitable material of any kind unless specifically noted as an item included in the Scope of Work is excluded.
 - B. Hazardous material survey is excluded. To be provided by the City of Clearwater
 - C. Cost for investigation of subsurface soil conditions is excluded.
 - D. Impact Fees, permit fees, tap fees, connection charges, system charges, meter fees, or other regulatory requirements/fees are paid or waived by the City of Clearwater.
 - E. Utility Consumption Fees. Costs to be by the City of Clearwater.
 - F. Performance Specifications are excluded.
 - G. Jobsite Office Facility for the Owner, Architect, Engineer or their representatives.

- H. Costs for any electrical power service are excluded.
- I. Costs related to a threshold inspector are excluded.
- J. Costs for FDOT requirements have not been determined and are excluded
- K. Builders Risk insurance is excluded, to be provided by the City of Clearwater.

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 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 (13) months 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 of time 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 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.

In the case (s) where specified manufactures commence their warranty on a date other than the Date of Substantial Completion, the Construction Manager will furnish manufacture's warranties accordingly. These milestones included, but are not necessarily limited to, shipment date, delivery date, start-up date and/or acceptance date.

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 of Clearwater. The City of Clearwater 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 City of Clearwater any and 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 City of Clearwater purchased / Contractor installed items and associated tax exemptions:

Notwithstanding any provision to the contrary, should the City of Clearwater elect to purchase items directly and avoid any sales taxes or other taxes, the City of Clearwater 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 City of Clearwater 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:

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 of Clearwater, 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 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.

5. Basis of this GMP Proposal relative to 100% Un-Permitted Documents and other potential design changes subsequent to the submittal of this proposal:

This proposal is provided based on the final design documents unpermitted. If the Scope of Work changes or permit review requires additional changes to the work the GMP Proposal and the indicated costs are subject to change.

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

As of the date of this GMP Proposal and/or during the performance of the Work, certain markets providing 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 if same should occur before the acceptance of the GMP Proposal, or subsequent to the acceptance, the City of Clearwater agrees to make an equitable adjustment in the Contract Time and/or Guaranteed Maximum Price as applicable. Notwithstanding any other provision to the contrary, the Contractor shall not be liable to the City of Clearwater 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.

7. Subcontractor Payments:

Notwithstanding anything to the contrary, the City of Clearwater 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 City of Clearwater.

In cases where a vendor/distributor/manufacture requires advance payment and/or deposit for materials/equipment; the City of Clearwater will allow the Construction Manager to bill in advance to make payment to the Subcontractor/Material Supplier for those materials/equipment.

8. 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.
9. Electronic BIM or CAD "As-Built" are not included. Biltmore Construction will maintain "As-Built" documents on site during construction phase and provide the City of Clearwater and Billerreinhardt (EOR) a copy at project completion.
10. 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 of Clearwater. 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 of Clearwater.

11. A Project Contingency of \$151,500.00 is included. Acceptable uses of this contingency include, but are not limited to:
 - a. Buyout of the work not previously awarded in bid packages.
 - b. Repair of damages caused by an unknown source or contractor (not including Builders Risk claims).
 - c. To improve and/or accelerate the progress of the work.
 - d. To improve conditions of the work. For modifications of the work resulting from an unknown ambiguity (not an error or admission) in the contract documents
 - e. To increase and/or supplement staff as necessary to effectively manage the project.
 - f. To adjust the reimbursable General Conditions in excess of the budget.
12. 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 \$3,750.00 and be billed as lump sum amount upon approval of GMP and issue of the Notice to Proceed.
13. We have included costs for MIS Services related to the project in our General Conditions. 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 includes troubleshooting, virus Management/remediation, malware/adware management/remediation, updates, and maintenance to these systems. The charge for this service shall be \$3,750.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.

EXHIBIT D-Guaranteed Maximum Price Breakdown

| Division | Itemized Description of the Work | Base GMP Amount |
|---|--|-----------------------|
| 3 | Bridge Repair (General Caulking and Coating) | \$3,000,000.00 |
| 10 | Bridge Temporary Signage Allowance | \$5,000.00 |
| 1 | Materials Testing Allowance | \$25,000.00 |
| Subcontractor Direct Cost (SDC) | | \$3,030,000.00 |
| CM Personnel | | \$355,600.00 |
| General Conditions | | \$34,900.00 |
| Permit / Plan Review Allowance – 2.5% of the cost of the work | | By Owner |
| Liability Insurance | | \$40,000.00 |
| Contingency 5% of \$3,030,000.00 | | \$151,500.00 |
| Performance and Payment Bond | | \$40,000.00 |
| Builders Risk Insurance Allowance (See Exhibit "C") | | By Owner |
| Construction Cost Budget | | \$3,652,000.00 |
| Construction Manager Overhead and Profit 6% of \$3,652,000.00 | | \$219,120.00 |
| Guaranteed Maximum Price | | \$3,871,120.00 |
| Construction Manager Preconstruction Fees | | \$29,139.00 |
| Total Project Cost | | \$3,900,259.00 |

EXHIBIT E – Construction Schedule

Subject to the ASSUMPTIONS AND CLARIFICATIONS contained herein, the anticipated construction period shall be (395) calendar days to achieve Substantial Completion, after receipt, by Biltmore Construction Co., Inc., of all of 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 Thirty (30) calendar days following the Date of Substantial Completion of the Work.