



09/24/2021

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

RE: **City of Clearwater Bridge Repair Project #20-0027-EN**

As requested, enclosed is the proposal for the repair of 14 bridges and 1 seawall submitted in accordance with technical specs/plans/study/clarifications of this letter/attached line item work, etc., for a Guaranteed Maximum Price of (\$3,900,259.00).

Scope of Work:

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.

Cost Detail:

Description	Amount
Cost of Work	\$3,030,000.00
Subtotal	\$3,030,000.00
General Conditions (or General Conditions/Supervision/Insurance/Bond)	\$470,500.00
Pre-construction Services	\$29,139.00
Construction Management Fee 6% of \$3,652,000.00	\$219,120.00
Contingency 5% of \$3,030,000.00	\$151,500.00
Guaranteed Maximum Price	\$3,900,259.00

Project Duration shall be 395 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 with the City of Clearwater on **August 21, 2020**, based on **RFQ #40-20**.

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.)

Code: ENRD180002-CONS-CNSTRC

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: 

Vito DiRuggiero
Vice President

9/28/21

Date

CITY OF CLEARWATER, FLORIDA

Approved as to form:

Attest:

Owen Kohler
Assistant City Attorney

By: _____
Rosemarie Call
City Clerk

Countersigned:

Frank Hibbard
Mayor

Micah Maxwell
Interim 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, NJ

OWNER

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

PROJECT NAME: *City of Clearwater Bridge Repair*

PROJECT NO.: *20-0027-EN*

PROJECT DESCRIPTION: Perform repairs to fourteen (14) bridges and one (1) seawall.

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 \$[3,900,259.00], 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 [*September 24,2021*], between Contractor and Owner for construction of [*City of Clearwater Bridge Repair*] , 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).

Biltmore Construction Co., Inc.

By: _____

Title: Vice President

Print Name: Vito DiRuggiero

WITNESS:

Julia Spalding
Corporate Secretary or Witness
Print Name: Julia Spalding

(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)