

RESOLUTION R-22-17

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES CONTRACTS IN THE AMOUNT OF \$14,125,000.00 FOR CONSTRUCTION OF A NEW POLICE HEADQUARTERS AND EXTERIOR IMPROVEMENTS TO CITY HALL.

WHEREAS, on November 9, 2020, the City Council approved Resolution R-20-52 which served to select Turner Construction Company as the Construction Manager for both the expansion and renovation of Fire Station #2 and construction of a new Police Department headquarters subject to negotiation of a guaranteed maximum amount; and

WHEREAS, a guaranteed maximum amount for construction management services for construction of a Police Headquarters and associated exterior improvements to City Hall has been negotiated in the amount of \$12,252,307; and

WHEREAS, additional services not included in the guaranteed maximum amount will be necessary to complete the project including design fees, testing services, temporary office rental, computer wiring, furniture, and moving expenses totaling \$1,872,693; and

WHEREAS, the accomplishment of the work and services described herein and in the attached Exhibit 1 is necessary and essential to the construction of the Police Headquarters building and exterior improvements to City Hall at a total project cost of \$14,125,000; and

WHEREAS, the City Council desires to authorize the City Manager to enter into a contract with Turner Construction to manage the construction a new Police Headquarters and exterior improvements to City Hall and Turner Construction Company at a guaranteed maximum amount for construction management services of \$12,252,307 and to enter into contracts for additional services associated with the project in the amount of \$1,872,693 for a total project cost of \$14,125,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into a contract with Turner Construction Company for construction management services for the construction of a new Police Headquarters facility and exterior improvements to City Hall for a total guaranteed maximum amount of \$12,252,307 and to take any other such measures and execute any additional agreements in the amount of \$1,872,693 that may be necessary to insure the completion of the project for a total project cost of \$14,125,000.

FURTHER, THAT, funds for such purpose are authorized from the 2021 Certificates of Participation and American Recovery Plan Act funds.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 25TH DAY OF APRIL 2022.



Bill Garnos, Mayor

ATTEST:



Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-22-17

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: April 19, 2022

Department: General Administration

Meeting Date Requested: April 25, 2022

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Construction Management Services related to Police HQ

Background: A general sales tax was authorized by the voters of Gladstone to fund performance-based increases, renovation and expansion of Fire Station No 2, and a new Police Headquarters facility. Subsequently, the City Council authorized the issuance of Certificates of Participation to allow the facility projects to move forward and to accommodate exterior improvements to City Hall.

On November 9, 2020, the City Council approved Resolution 20-52 which served to select Turner Construction as the Construction manager for the facility projects, subject to negotiation of a guaranteed maximum amount. The Resolution under consideration at the April 25, 2022 meeting, serves to establish the guaranteed maximum amount of \$12,252,303 for construction of the Police Headquarters and exterior City Hall projects. The maximum amount also provides for co-located dispatch improvements.

The guaranteed maximum amount does not include items such as design fees, testing services, temporary office rental, owner contingency, and furniture. There are allowances in the budget for these types of items which bring the total project cost to \$14,125,000.

Budget Discussion: Funds are budgeted in the amount of \$14,125,000 from the 2021 COP and ARPA

Public/Board/Staff Input:

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Department Director/Administrator

CW
City Attorney

SW
City Manager

EXHIBIT 2 - CONSTRUCTION SCHEDULE OF VALUES

BID PACKAGE NAME		Gross SF = 25,822	
		Cost	Cost / SF
01.01	General requirements	\$222,128	\$8.60
02.01	Demolition	\$248,839	\$9.64
03.01	Building & site concrete	\$788,160	\$30.52
04.01	Masonry	\$489,000	\$18.94
05.01	Structural steel & miscellaneous metals	\$751,303	\$29.10
06.01	General trades	\$334,910	\$12.97
06.02	Architectural woodwork (furnish)	\$89,734	\$3.48
07.01	Roofing / sheet metal	\$293,494	\$11.37
07.02	Waterproofing & joint sealants	\$135,885	\$5.26
07.03	Spray applied fireproofing	\$23,700	\$0.92
07.04	Metal panels	\$405,801	\$15.72
08.01	Doors / frames / hardware (furnish)	\$119,589	\$4.63
08.02	Glass / glazing	\$467,721	\$18.11
08.03	Overhead doors	\$15,488	\$0.60
09.01	Metal framing / drywall / ceilings	\$743,492	\$28.79
09.03	Carpet / resilient base	\$99,631	\$3.86
09.04	Tile	\$62,117	\$2.41
09.05	Painting	\$76,522	\$2.96
09.06	Resinous flooring	\$56,075	\$2.17
09.07	Terrazzo (Not Included)	\$0	\$0.00
09.08	Access flooring	\$26,375	\$1.02
10.01	Specialties	\$42,790	\$1.66
10.02	Signage	\$31,100	\$1.20
10.04	Lockers	\$178,095	\$6.90
11.02	Appliances	\$38,956	\$1.51
11.04	Detention equipment	\$108,000	\$4.18
12.01	Window treatment	\$22,692	\$0.88
13.01	Pre-manufactured parking structures	\$103,600	\$4.01
14.01	Elevators	\$85,850	\$3.32
21.01	Fire suppression	\$131,544	\$5.09
22.01	Plumbing	\$569,210	\$22.04
23.01	HVAC	\$622,189	\$24.10
23.02	HVAC equipment procurement (RTUs)	\$334,222	\$12.94
26.01	Electrical & Low Voltage	\$1,480,250	\$57.33
26.02	Electrical equipment procurement (generator, ATS & lights)	\$428,283	\$16.59
31.01	Earthwork	\$152,780	\$5.92
32.01	Asphalt paving	\$53,600	\$2.08
32.03	Landscaping	\$108,992	\$4.22
32.05	Permanent fencing	\$12,817	\$0.50
33.01	Site utilities	\$265,166	\$10.27
Permit	Permits (Not Required)	\$0	\$0.00
SUBTOTAL		\$10,220,100	\$395.79
INSURANCE AND BONDING		\$556,582	\$21.55
ESCALATION AND CONTINGENCY		\$294,062	\$11.39
DESIGN CONTINGENCY (NOT INCLUDED)		\$0	\$0.00

EXHIBIT 2 - CONSTRUCTION SCHEDULE OF VALUES

BID PACKAGE NAME	Gross SF =	25,822
	Cost	Cost / SF
ESCALATION (NOT INCLUDED)	\$0	\$0.00
OWNER CONTINGENCY (NOT INCLUDED IN GMP)	\$0	\$0.00
CONSTRUCTION CONTINGENCY	\$294,062	\$11.39
SUBTOTAL - DIRECT COSTS	\$11,070,744	\$428.73
CM SERVICES	\$1,181,563	\$45.76
PRECONSTRUCTION	\$12,500	\$0.48
CONSTRUCTION STAFF & REIMBURSABLES	\$805,000	\$31.17
CONSTRUCTION STAFF & REIMBURSABLES (FOR ACCEPTED ALTERNATES)	\$125,143	\$4.85
CM FEE 1.95%	\$238,920	\$9.25
PROJECT CONSTRUCTION GMP TOTAL	\$12,252,307	\$474.49
SERVICES OUTSIDE OF CONSTRUCTION ESTIMATE	\$1,872,693	\$72.52
PROJECT DESIGN SERVICES (BASE FEE)	\$898,550	\$34.80
PROJECT DESIGN SERVICES (AMENDMENT FOR ACCEPTED ALTERNATES)	\$132,197	\$5.12
SPECIAL INSPECTIONS AND TESTING SERVICES	\$82,921	\$3.21
PERMITS AND PLAN REVIEW FEES (NOT REQUIRED)	\$0	\$0.00
FURNITURE	\$307,250	\$11.90
DISPATCH WORKSTATIONS (OUTSIDE OF PROJECT BUDGET)	\$0	\$0.00
POLICE LOCKERS (SCOPE MOVED TO CONSTRUCTION BUDGET)	\$0	\$0.00
PHONE SYSTEM (REUSE EXISTING)	\$0	\$0.00
SECURITY SYSTEM (INCLUDED IN CONSTRUCTION BUDGET)	\$0	\$0.00
NETWORK EQUIPMENT (WAPS, SWITCHES & PATCH CABLES)	\$37,164	\$1.44
COMPUTER SYSTEM (REUSE EXISTING)	\$0	\$0.00
APPLIANCES (SCOPE MOVED TO CONSTRUCTION BUDGET)	\$0	\$0.00
MOVING	\$15,000	\$0.58
TEMPORARY OFFICE RENTAL DURING CONSTRUCTION	\$100,158	\$3.88
OWNER CONTINGENCY	\$299,453	\$11.60
PROJECT ESTIMATE TOTAL	\$14,125,000	\$547.01

AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 21st day of October in the year 2020
(In words, indicate day, month and year.)

October twenty first, two thousand and twenty

BETWEEN the Owner:
(Name, legal status and address)

City of Gladstone
7010 N. Holmes Street
Gladstone, MO 64118

and the Construction Manager:
(Name, legal status and address)

Turner Construction Company
1220 Washington St., Suite 100
Kansas City, MO 64105-1439

for the following Project:
(Name and address or location)

Public Safety Department police headquarters facility located at a site to-be-determined in Gladstone, MO, AND the expansion and renovation of Public Safety Department Fire Station #2 at 6569 N. Prospect, Gladstone, MO

The Architect:
(Name, legal status and address)

Hoefer Wysocki Architects
11460 Tomahawk Creek Pwky #400
Leawood, KS 66211

The Owner's Designated Representative:
(Name, address and other information)

Chief Michael Hasty, Director of Public Safety
7010 N. Holmes Street
Gladstone, MO 64118
(816) 423-4028, mikeh@gladstone.mo.us

The Construction Manager's Designated Representative:
(Name, address and other information)

Dave Dudzik, Construction Executive
Turner Construction

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

1220 Washington St., Suite 100
Kansas City, MO 64105
(913) 208-7221, ddudzik@tcco.com

The Architect's Designated Representative:
(Name, address and other information)

Ken Henton
Hoefer Wysocki Architects
11460 Tomahawk Creek Pwky #400
Leawood, KS 66211

The Owner and Construction Manager agree as follows.

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User Notes:

(1484156021)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8, at which time the Contractor's clarifications and assumptions on which the GMP is based shall govern over any inconsistent term. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall

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procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to construction means and methods under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. The Guaranteed Maximum Price is not intended to include any changes in scope, systems, kinds, qualities, quantities of materials, finishes or equipment differing from that shown or reasonably inferable from the information stated in the design documents upon which the Guaranteed Maximum Price was based, subject to the qualifications and assumptions to that Guaranteed Maximum Price, all of which, if required would warrant an adjustment to the Guaranteed Maximum Price by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use and freely accessible to cover those costs not otherwise reimbursable as the Cost of the Work and not included in a Change Order, provided, however, such contingency shall not be used to fund costs resulting from the CM's gross negligence or willful misconduct.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents, Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence satisfactory to the CM that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™–2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Fixed Fee of \$12,500

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within eight (8) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

Six percent (6%) per annum

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 and the Construction Manager's contingency plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

1.95% of the GMP Amount.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

1.95% of the Change Amount.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Subcontractor overhead and profit on sub-subcontractors or vendors: Five percent (5%)

Subcontractor overhead and profit on self-performed work: Ten percent (10%)

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed one hundred (100%) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
TBD in GMP amendment if applicable		

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General

Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs incurred by the Construction Manager in the performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs

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of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.7.5 Certain insurance, bonds, wages, benefits and fringes shall be reimbursed as Costs of the Work at the fixed rates set forth as follows or if not set forth here as set forth in the Guaranteed Maximum Price or its Assumptions, Clarifications or Qualifications.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 and except as provided with respect to the use of the CM's contingency of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

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§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Construction Manager between the 25th day and the 27th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. Construction Manager's Application for Payment to the extent speaking of completed Work shall be deemed to mean completed and forecasted work.

(Federal, state or local laws may require payment within a certain period of time.)

Owner shall pay Construction Manager interest at the prime rate plus 5% per annum for any late payments.

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been or, as set forth in Section 7.1.3, forecasted to be completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work or forecasted to be completed as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, actual cost of the work shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee less retainage of five percent (5%) of the Cost of the Work. The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract five percent (5%) retainage from that portion of the Work that the Construction Manager self-performs.
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Payment and Performance Bond	Equal to the Guaranteed Maximum Price, as Adjusted by Change Order
Builder's Risk Insurance	Per Supplementary General Conditions and as further clarified in the GMP Amendment
On-site Worker's Compensation, General Liability and Automotive Insurances	Per Supplementary General Conditions and as further clarified in the GMP Amendment

*Mutually agreeable policy limits and coverages shall be specifically defined as an Exhibit to the GMP at a later date.

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(Paragraphs deleted)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Sections 14.1.1, 14.1.2 and 14.1.4 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing

financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction

.5 Other documents:


(List other documents, if any, forming part of the Agreement.)

CM's clarifications and assumptions on which the GMP is based, which clarifications and assumptions shall govern over any inconsistent term.

This Agreement is entered into as of the day and year first written above.


OWNER (Signature)


CONSTRUCTION MANAGER (Signature)


(Printed name and title)

Karen M. Hogan, Vice President & General Manager

(Row deleted)

**GUARANTEED MAXIMUM PRICE AMENDMENT TO AGREEMENT BETWEEN
OWNER AND CONSTRUCTION MANAGER AS CONSTRUCTOR**

THIS GUARANTEED MAXIMUM PRICE AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONSTRUCTOR (this "**Amendment**") is made and entered into this 6 day of April, 2022 by and between the City of Gladstone, Missouri, a municipality organized and existing under the laws of the State of Missouri, (the "**Owner**"), and Turner Construction Company, a corporation organized and existing under the laws of the State of New York, with a business address of 1220 Washington Street, Suite 100, Kansas City, Missouri 64105 ("**Construction Manager**").

RECITALS

A. WHEREAS, the Owner and Construction Manager entered into that certain Agreement Between Owner and Construction Manager as Constructor dated April 6, 2022 (the "**Agreement**") whereby Construction Manager agreed to provide Preconstruction Phase Services and provide the Work for the Project in accordance with the Contract Documents.

B. WHEREAS, pursuant to the Agreement, Construction Manager has submitted the Guaranteed Maximum Price proposal and any applicable revisions thereto.

C. WHEREAS, Construction Manager and the Owner desire to enter into this Amendment to incorporate and set forth their agreement as to certain terms for the Construction Phase, including the Guaranteed Maximum Price.

NOW, THEREFORE, in consideration of the mutual covenants hereunder set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and Construction Manager, intending to be bound, do hereby agree as follows:

1. **General Conditions Amount**. The Owner and Construction Manager acknowledge and agree that the General Conditions Amount, as defined in Section 6.1.1 of the Agreement, is the stipulated sum of Nine Hundred Thirty Thousand One-Hundred Forty-Three Dollars (\$ 930,143.00)

2. **Construction Phase Fee**. The Owner and Construction Manager agree that the Construction Phase Fee defined and determined as set forth in Section 6.1.2 of the Agreement is the stipulated sum of Two Hundred Thirty-Eight Thousand Nine Hundred Twenty Dollars (\$238,920.00).

3. **Guaranteed Maximum Price**. The Owner and Construction Manager agree that the Guaranteed Maximum Price as defined in Section 6.1.3 of the Agreement is the sum of Twelve Million Two Hundred Fifty-Two Thousand Three Hundred Seven Dollars (\$12,252,307.00).

4. **Contingency**. The Guaranteed Maximum Price includes the Contingency as defined in Section 3.2.4 of the Agreement in the amount of Two Hundred Ninety-Four Thousand Sixty-Two Dollars (\$294,062.00).

5. **Allowances**. The Guaranteed Maximum Price includes the allowances, if any, set forth in **Exhibit 1** attached hereto (the "**Allowances**"). Construction Manager agrees that:

- a. The Allowances include the cost to Construction Manager (less any trade discounts) of materials and equipment required by the Allowances to be delivered to the site of the Work, and all applicable taxes; and

- b. Construction Manager's costs for unloading and handling on the site of the Project, labor, installation costs, overhead, profit, and other expenses contemplated for the Allowances have been included in the Contract Sum and not in the Allowances, and no demand for additional payment on account of any of the foregoing will be valid.

6. **Alternates.** The Guaranteed Maximum Price includes the alternates, if any, set forth on **Exhibit 1** ("Accepted Alternates") which are more fully described in the Contract Documents. The Guaranteed Maximum Price is not based upon the alternates if any, set forth on **Exhibit 1** designated as pending alternates ("Pending Alternates") which are more fully described in the Contract Documents. The Pending Alternates may later be accepted by Owner in writing; provided, however, that the Construction Manager shall furnish Owner with no less than twenty (20) days prior written notice of the date upon which any of the Pending Alternates which are not included in the Contract Sum as set forth in **Exhibit 1** must be accepted by Owner in order for Construction Manager to perform Work covered by such Pending Alternates for the price set forth in **Exhibit 1** and without adjustment to the Contract Time.

7. **Construction Schedule of Values.** The Construction Schedule of Values as defined in Section 9.2 of the General Conditions is attached hereto as **Exhibit 2**.

8. **GMP Design Documents.** The GMP Design Documents as described in Section 3.2.3.1 of the Agreement are listed on **Exhibit 3** attached hereto.

9. **Construction Schedule.** The construction schedule described in Section 3.10 of the General Conditions is attached hereto as **Exhibit 4**. Construction Manager shall comply with such construction schedule and shall achieve Substantial Completion and Final Completion in accordance with the construction schedule. Those completion dates and Milestone Dates set forth in the construction schedule are part of the Contract Time.

10. **Unit Prices for Changes.** In the event of changes involving any class of Work or items covered in **Exhibit 5** attached hereto, if any, Construction Manager agrees to accept the amount of the established unit prices set forth in **Exhibit 5** attached hereto. Such unit prices set forth in **Exhibit 5** are considered complete and include: (a) all labor, fringe benefits, materials, tools, equipment, supplies, samples, shop drawings, layout, delivery, handling, storage, hoisting, distribution, protection, transportation, supervision, contributions, coordination, installation, compliance with all the requirements of any applicable governmental agency, overhead and profit; and (b) any other costs or expenses in connection with, or incidental to, the performance of the change to which said unit prices apply.

11. **Reports and Tests.** During the Preconstruction Phase of the Project, Construction Manager has been provided and has carefully studied the reports of explorations and tests of subsurface structures at or contiguous to the site of the Project, and any drawings and surveys of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site of the Project, including those reports listed on **Exhibit 6** attached hereto. Construction Manager acknowledges that these reports and tests are not Contract Documents.

12. **Terms.** Terms used but not defined in this Amendment shall have the meanings indicated in the Agreement or General Conditions.

13. **Remaining Terms Unaffected.** Except as specifically amended herein, all remaining terms, conditions, covenants and agreements contained in the Agreement and Contract Documents remain in full force and effect, and the parties remain obligation to perform the same.

14. **Waiver/Release.** No elected official or employee of the Owner incurs or assumes any individual or personal liability by the execution of the Agreement or this Amendment, or by reason of the default of the Owner in the performance of any of the terms hereof or the Contract Documents. All such liability of elected officials and employees of Owner as such is hereby released by Construction Manager as a condition of and consideration for the execution of this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed pursuant to due and legal action authorizing the same to be done, the date first written above.

CITY OF GLADSTONE, MISSOURI
"Owner"

By: Scott Hingerson

Printed Name: Scott Hingerson

Title: City manager

Date: 4/29/22

TURNER CONSTRUCTION COMPANY
"Construction Manager"

By: Karen M. Hagan

Printed Name: Karen M. Hagan

Title: VP + General Manager

Date: 4.29.22

GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT 1

ALLOWANCES, ACCEPTED ALTERNATES AND PENDING ALTERNATES

1. The Allowances, if any, included in the Guaranteed Maximum Price described in Section 5 of the Guaranteed Maximum Price Amendment are as follows:

EXHIBIT E - ALLOWANCES			
No.	Description of Allowance	Amount	Notes / Scope of Work
1	Remote Fire Department Connection	25,000	
2	Tile Flooring and Wall Base in Lobby (VE Alt. #08)	17,431	Material selection to be determined by Hoefer Welker

2. The Accepted Alternates, if any, included in the Guaranteed Maximum Price described in Section 5 of the Guaranteed Maximum Price Amendment, are as follows:

EXHIBIT F - ALTERNATES, BREAKOUT AMOUNTS & VALUE ENGINEERING					
No.	Description of Alternate/Breakout Pricing	Construction Amount	Status*	Expiration Date**	Notes / Scope of Work
1	City Hall Entrance Plaza and Horizontal Upgrades	\$416,772	Accepted	N/A	
2	City Hall Entrance Façade and Vertical Upgrades	\$285,427	Accepted	N/A	
3	Overall Facility Generator Enclosure	\$108,360	Accepted	N/A	
4	Overall Facility Trash Dumpster Enclosure	\$105,717	Accepted	N/A	
5	Additional Parking and Reconfiguration of the Existing North Parking Lot	\$86,846	Accepted	N/A	
6A	Gladstone 3 Station Dispatch (Estimated)	\$197,422	Accepted	N/A	
6B	Expanded 12 Station Dispatch (In Addition to Gladstone Only Dispatch) (Estimated)	\$451,915	Accepted	N/A	

VALUE ENGINEERING (ALL VALUES ESTIMATED)					
1	Remove All Thickened Concrete Slabs Under Half Wall Height Masonry	(\$18,242)	Accepted	N/A	Accepted by City of Gladstone on 3/2/22
3	Utilize MC Cable for Electrical Pathways in Wall Cavities Off of a Box Fed with FMT	(\$5,577)	Accepted	N/A	Accepted by City of Gladstone on 3/2/22
7	Revised Metal Panel Product Selection	(\$15,057)	Accepted	N/A	Accepted by City of Gladstone on 3/2/22
8	2' x 4' Tile Floor and Base (Material Cost of \$18/SF) in the Lobby in lieu of Terrazzo	(\$33,143)	Accepted	N/A	*Estimated* Accepted by City of Gladstone on 3/2/22
9	Standard Glazing at the IH Windows in lieu of Detention Grade Glazing	(\$14,009)	Accepted	N/A	Accepted by City of Gladstone on 3/2/22
11	Replace 1,300 SF of Metal Panels with EIFS	(\$138,119)	Accepted	N/A	Accepted by the City of Gladstone on 3/2/22, Revised plan to be sent by HW
12	Eliminate Cover Board in the Roof Assembly	(\$17,846)	Accepted	N/A	Accepted by City of Gladstone on 3/2/22
13	Eliminate the Storm Sewer Piping and Drains from the Planters at the City Hall	(\$14,023)	Accepted	N/A	Accepted by City of Gladstone on 3/2/22
14A	Prefabricated Patrol Vehicle Cover ilo Custom	(\$46,175)	Accepted	N/A	Accepted by City of Gladstone on 3/2/22
15A	Utilize Aluminum Electrical Feeders for Circuits 100A and Higher	(\$30,393)	Accepted	N/A	Accepted by City of Gladstone on 3/2/22
16	Hollow Metal DFH in lieu of Detention DFH in Temp Holding Rooms	(\$16,730)	Accepted	N/A	Accepted by City of Gladstone on 3/2/22
22	Revise construction sequencing for renovation work congruent of new addition	(\$100,158)	Accepted	N/A	Accepted by City of Gladstone on 3/8/22
25	Carpet flooring in men's & women's locker rooms ilo epoxy flooring	(\$18,627)	Accepted	N/A	*Estimated* Accepted by City of Gladstone on 3/2/22, This includes deletion of the floor drains and concrete locker bays in locker room.
26	Sealed concrete flooring in detention cells ilo epoxy flooring	(\$6,175)	Accepted	N/A	*Estimated* Accepted by City of Gladstone on 3/2/22

3. The Pending Alternates, if any, as described in Section 6 of the Guaranteed Maximum Price Amendment are as follows:

VALUE ENGINEERING (ALL VALUES ESTIMATED)				
15B	Delete the Building Lightning Protection	(\$9,480)	Pending	4/22/22
17	Individual equipment mounted roof screens in lieu of big section	(\$8,324)	Pending	4/15/22 *Estimated*

All alternate pricing provided herein, expires on April 22, 2022.

GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT 2

CONSTRUCTION SCHEDULE OF VALUES

Turner

Gladstone Police Station Addition & Renovations

Guaranteed Maximum Price

April 6, 2022

EXHIBIT 2 - CONSTRUCTION SCHEDULE OF VALUES

BID PACKAGE NAME		Gross SF =	25,822
		Cost	Cost / SF
01.01	General requirements	\$222,128	\$8.60
02.01	Demolition	\$248,839	\$9.64
03.01	Building & site concrete	\$788,160	\$30.52
04.01	Masonry	\$489,000	\$18.94
05.01	Structural steel & miscellaneous metals	\$751,303	\$29.10
06.01	General trades	\$334,910	\$12.97
06.02	Architectural woodwork (furnish)	\$89,734	\$3.48
07.01	Roofing / sheet metal	\$293,494	\$11.37
07.02	Waterproofing & joint sealants	\$135,885	\$5.26
07.03	Spray applied fireproofing	\$23,700	\$0.92
07.04	Metal panels	\$405,801	\$15.72
08.01	Doors / frames / hardware (furnish)	\$119,589	\$4.63
08.02	Glass / glazing	\$467,721	\$18.11
08.03	Overhead doors	\$15,488	\$0.60
09.01	Metal framing / drywall / ceilings	\$743,492	\$28.79
09.03	Carpet / resilient base	\$99,631	\$3.86
09.04	Tile	\$62,117	\$2.41
09.05	Painting	\$76,522	\$2.96
09.06	Resinous flooring	\$56,075	\$2.17
09.07	Terrazzo (Not Included)	\$0	\$0.00
09.08	Access flooring	\$26,375	\$1.02
10.01	Specialties	\$42,790	\$1.66
10.02	Signage	\$31,100	\$1.20
10.04	Lockers	\$178,095	\$6.90
11.02	Appliances	\$38,956	\$1.51
11.04	Detention equipment	\$108,000	\$4.18
12.01	Window treatment	\$22,692	\$0.88
13.01	Pre-manufactured parking structures	\$103,600	\$4.01
14.01	Elevators	\$85,850	\$3.32
21.01	Fire suppression	\$131,544	\$5.09
22.01	Plumbing	\$569,210	\$22.04
23.01	HVAC	\$622,189	\$24.10
23.02	HVAC equipment procurement (RTUs)	\$334,222	\$12.94
26.01	Electrical & Low Voltage	\$1,480,250	\$57.33
26.02	Electrical equipment procurement (generator, ATS & lights)	\$428,283	\$16.59

31.01	Earthwork	\$152,780	\$5.92
32.01	Asphalt paving	\$53,600	\$2.08
32.03	Landscaping	\$108,992	\$4.22
32.05	Permanent fencing	\$12,817	\$0.50
33.01	Site utilities	\$265,166	\$10.27
Permit	Permits (Not Required)	\$0	\$0.00
SUBTOTAL		\$10,220,100	\$395.79
INSURANCE AND BONDING		\$556,582	\$21.55
ESCALATION AND CONTINGENCY		\$294,062	\$11.39
DESIGN CONTINGENCY (NOT INCLUDED)		\$0	\$0.00
ESCALATION (NOT INCLUDED)		\$0	\$0.00
OWNER CONTINGENCY (NOT INCLUDED IN GMP)		\$0	\$0.00
CONSTRUCTION CONTINGENCY		\$294,062	\$11.39
SUBTOTAL - DIRECT COSTS		\$11,070,744	\$428.73
CM SERVICES		\$1,181,563	\$45.76
PRECONSTRUCTION		\$12,500	\$0.48
CONSTRUCTION STAFF & REIMBURSABLES		\$805,000	\$31.17
CONSTRUCTION STAFF & REIMBURSABLES (FOR ACCEPTED ALTERNATES)		\$125,143	\$4.85
CM FEE	1.95%	\$238,920	\$9.25
PROJECT CONSTRUCTION GMP TOTAL		\$12,252,307	\$474.49

GUARANTEED MAXIMUM PRICE AMENDMENT EXHIBIT 3

GMP DESIGN DOCUMENTS

DRAWINGS AND SPECIFICATIONS

A. **Drawings**. The Drawings which are part of the Contract Documents are as follows:

GENERAL		
CS2	SHEET INDEX	12/10/2021
G0.01	GENERAL INFORMATION	12/10/2021
G0.02	ACCESSIBILITY GUIDELINES	12/10/2021
G0.05	SIGNAGE FLOOR PLANS	12/10/2021
G0.06	INTERIOR SIGNAGE	1/10/2022
G1.11	LIFE SAFETY FLOOR PLAN	2/15/2022
G1.21	WALL TYPES	1/10/2022
G1.30	WALL TYPE DETAILS	12/10/2021
G1.41	UL LISTINGS	12/10/2021
G1.42	UL LISTINGS	12/10/2021
G1.43	UL LISTINGS	12/10/2021
G1.44	UL LISTINGS	12/10/2021
G1.45	UL LISTINGS	12/10/2021
G2.11	GRID GEOMETRY PLAN	12/10/2021
G3.11	BUILDING MOCKUP	1/10/2022
DEMOLITION		
D1.11	DEMOLITION FLOOR PLAN LOWER LEVEL	12/10/2021
D1.14	DEMO CITY HALL ENTRANCE	12/10/2021
D2.11	DEMO ELEVATIONS	12/10/2021
D6.11	DEMO RCP LOWER LEVEL	12/10/2021
CIVIL		
C1.0	DEMOLITION PLAN	1/10/2022
C2.0	SITE PLAN	2/15/2022
C3.0	NORTH DIMENSION PLAN	1/10/2022
C3.1	SOUTH DIMENSION PLAN	2/15/2022
C3.2	COORDINATE PLAN	2/15/2022
C3.3	COORDINATE TABLE	2/15/2022
C4.0	OVERALL GRADING PLAN	12/10/2021
C4.1	NORTH DETAILED GRADING	12/10/2021
C4.2	SOUTH DETAILED GRADING	12/10/2021
C4.3	ADA DETAILED GRADING	1/10/2022
C4.4	SALLY PORT DETAILED GRADING	2/15/2022
C4.5	ENTRY PLAZA DETAILED GRADING	1/10/2022
C5.0	SALLY PORT SECTIONS	1/10/2022

C6.0	PRE-CONSTRUCTION EROSION CONTROL PLAN	1/10/2022
C6.1	MID-CONSTRUCTION EROSION CONTROL PLAN	1/10/2022
C7.0	EROSION CONTROL DETAILS	12/10/2021
C8.0	UTILITY PLAN	2/15/2022
C9.0	CONSTRUCTION DETAILS 1	12/10/2021
C9.1	CONSTRUCTION DETAILS 2	12/10/2021
C9.2	CONSTRUCTION DETAILS 3	2/15/2022
LANDSCAPE		
L1.01	LANDSCAPE PLAN	1/10/2022
L1.02	LANDSCAPE DETAILS	1/10/2022
L1.03	IRRIGATION PLAN	1/10/2022
ARCHITECTURAL SITE		
AS1.11	ARCHITECTURAL SITE PLAN	1/10/2022
AS1.21	ENLARGED SITE PATIO	1/10/2022
AS1.22	VEHICLE CANOPY	1/10/2022
AS1.31	SITE DETAILS - TRASH ENCLOSURE	12/10/2021
AS1.32	SITE DETAILS - GENERATOR ENCLOSURE	1/10/2022
AS1.33	SITE DETAILS	12/10/2021
STRUCTURAL		
S0.01	GENERAL STRUCTURAL NOTES	1/10/2022
S0.10	TYPICAL FOUNDATION DETAILS	1/10/2022
S0.11	TYPICAL MASONRY & LIGHTGAGE DETAILS	1/10/2022
S0.12	TYPICAL STRUCTURAL STEEL DETAILS	1/10/2022
S1.10	FOUNDATION PLAN	1/10/2022
S1.11	STRUCTURAL SITE PLAN	12/10/2021
S1.12	GENERATOR ENCLOSURE AND SITE WALL PLANS	1/10/2022
S1.13	VEHICLE CANOPY AND TRASH ENCLOSURE	1/10/2022
S2.11	UPPER LEVEL FRAMING PLAN	1/10/2022
S2.12	ROOF FRAMING PLAN	1/10/2022
S2.13	HIGH ROOF FRAMING PLAN	1/10/2022
S2.15	CH ENTRANCE ROOF FRAMING PLAN	1/10/2022
S3.10	FOUNDATION DETAILS	1/10/2022
S3.11	FOUNDATION SECTIONS	1/10/2022
S3.12	FOUNDATION WALL DETAILS	1/10/2022
S4.11	UPPER LEVEL FRAMING SECTIONS	1/10/2022
S4.12	ROOF FRAMING SECTIONS	1/10/2022
ARCHITECTURAL		
A1.11	FLOOR PLAN LOWER LEVEL	1/10/2022
A1.12	FLOOR PLAN UPPER LEVEL	1/10/2022

A1.13	ROOF PLAN	12/10/2021
A1.14	CITY HALL ENTRANCE	1/10/2022
A1.21	ENLARGED FLOOR PLANS	12/10/2021
A1.22	ENLARGED FLOOR PLANS	12/10/2021
A1.23	ENLARGED FLOOR PLANS	12/10/2021
A2.11	EXTERIOR ELEVATIONS	1/10/2022
A2.12	EXTERIOR ELEVATIONS	12/10/2021
A3.11	BUILDING SECTIONS	12/10/2021
A3.21	WALL SECTIONS	1/10/2022
A3.22	WALL SECTIONS	1/10/2022
A3.23	WALL SECTIONS	1/10/2022
A3.24	WALL SECTIONS	1/10/2022
A3.41	EXTERIOR SECTION DETAILS	1/10/2022
A3.42	EXTERIOR SECTION DETAILS	12/10/2021
A3.43	EXTERIOR SECTION DETAILS	12/10/2021
A3.44	ROOF DETAILS	12/10/2021
A3.51	EXTERIOR PLAN DETAILS	12/10/2021
A3.52	EXTERIOR PLAN DETAILS	12/10/2021
A3.53	EXTERIOR PLAN DETAILS	12/10/2021
A3.61	EXTERIOR WINDOW / DOOR TYPES / GLASS TYPES	12/10/2021
A4.11	STAIRS AND ELEVATORS PLANS AND SECTIONS	1/10/2022
A5.11	DOOR SCHEDULE/ DOOR & FRAME TYPES/ DETAILS	1/10/2022
A6.11	REFLECTED CEILING PLAN LOWER LEVEL	12/10/2021
A6.12	REFLECTED CEILING PLAN UPPER LEVEL	12/10/2021
A6.31	CEILING DETAILS	12/10/2021
A7.11	INTERIOR ELEVATIONS	1/10/2022
A7.12	INTERIOR ELEVATIONS	1/10/2022
A7.41	CASEWORK ELEVATIONS	12/10/2021
A7.42	CASEWORK ELEVATIONS	1/10/2022
A8.11	INTERIOR DETAILS	12/10/2021
A8.21	CASEWORK DETAILS	12/10/2021
A8.22	CASEWORK DETAILS	12/10/2021
A9.01	FINISH LEGEND & SCHEDULE	1/10/2022
A9.11	FINISH PLAN LOWER LEVEL	1/10/2022
A9.12	FINISH PLAN UPPER LEVEL	12/10/2021
A9.31	FINISH DETAILS	12/10/2021
FURNITURE		
F1.11	FURNITURE AND EQUIPMENT PLAN LOWER LEVEL	1/10/2022
F1.12	FURNITURE AND EQUIPMENT PLAN UPPER LEVEL	1/10/2022
PLUMBING		
DP1.11	DEMOLITION PLUMBING PLAN LOWER LEVEL	12/10/2021

P1.10	UNDERSLAB PLUMBING PLAN LOWER LEVEL	1/14/2022
P1.11	PLUMBING PLAN LOWER LEVEL	2/15/2022
P1.12	PLUMBING PLAN UPPER LEVEL	1/14/2022
P2.11	PLUMBING RISER DIAGRAM	1/14/2022
MECHANICAL		
ME1.11	MECHANICAL AND ELECTRICAL SYMBOLS AND ABBREVIATIONS	12/10/2021
ME2.11	MECHANICAL AND ELECTRICAL SITE PLAN	1/7/2022
ME2.12	MECHANICAL AND ELECTRICAL ROOF PLAN	1/14/2022
ME3.11	MECHANICAL AND ELECTRICAL SCHEDULES	1/11/2022
ME3.12	MECHANICAL AND ELECTRICAL SCHEDULES	1/11/2022
ME4.11	MECHANICAL AND ELECTRICAL DETAILS	12/10/2021
ME4.12	MECHANICAL AND ELECTRICAL DETAILS	1/11/2022
ME4.13	MECHANICAL AND ELECTRICAL DETAILS	12/10/2021
ME4.14	HVAC CONTROLS SCHEMATICS	1/8/2022
DME2.11	MECHANICAL AND ELECTRICAL DEMOLITION SITE PLAN	1/7/2022
DME2.12	MECHANICAL AND ELECTRICAL DEMOLITION ROOF PLAN	12/10/2021
DM1.11	DEMOLITION HVAC PLAN LOWER LEVEL	1/7/2022
DM1.12	DEMOLITION HVAC PLAN UPPER LEVEL	12/10/2021
M1.11	HVAC PLAN LOWER LEVEL	1/14/2022
M1.12	HVAC PLAN UPPER LEVEL	1/14/2022
ELECTRICAL		
DE1.11	DEMOLITION ELECTRICAL PLAN LOWER & UPPER LEVEL	1/7/2022
E1.11	LIGHTING PLAN LOWER LEVEL	1/7/2022
E1.12	LIGHTING PLAN UPPER LEVEL	1/7/2022
E2.11	POWER PLAN LOWER LEVEL	1/7/2022
E2.12	POWER PLAN UPPER LEVEL	1/7/2022
E2.13	ENLARGED POWER PLAN - DISPATCH UNIT	1/7/2022
E3.11	ELECTRICAL ONELINE DIAGRAM DEMOLITION	1/7/2022
E3.12	ELECTRICAL ONELINE DIAGRAM	1/7/2022
E4.11	ELECTRICAL SCHEDULES AND DETAILS	12/10/2021
E4.12	ELECTRICAL SCHEDULES AND DETAILS	1/7/2022
E4.13	ELECTRICAL SCHEDULES AND DETAILS	1/7/2022
E4.14	ELECTRICAL SCHEDULES AND DETAILS	1/14/2022
E4.15	ELECTRICAL SCHEDULES AND DETAILS	1/7/2022
E4.16	ELECTRICAL SCHEDULES AND DETAILS	1/14/2022
FIRE PROTECTION		
FP1.10	FIRE PROTECTION PLAN - LOWER LEVEL	12/10/2021
FP1.11	FIRE PROTECTION PLAN- LOWER LEVEL	2/15/2022
FP1.20	FIRE PROTECTION PLAN - UPPER LEVEL	12/10/2021

B. **Specifications.** The Specifications which are part of the Contract Documents are as follows:

DIVISION 0 – FRONT END		
000002-1	STATEMENT OF RESPONSIBILITY – HOEFER WELKER	12/10/2021
000002-2	STATEMENT OF RESPONSIBILITY – J&S	12/10/2021
000002-3	STATEMENT OF RESPONSIBILITY – BHC	12/10/2021
000002-4	STATEMENT OF RESPONSIBILITY – SMITH AND BOUCHER	1/14/2022
000002-5	STATEMENT OF RESPONSIBILITY – LANDWORKS	12/10/2021
000003	TABLE OF CONTENTS	12/10/2021
003132	GEOTECHNICAL DATA	12/10/2021
DIVISION 1 – GENERAL REQUIREMENTS		
011000	SUMMARY	12/10/2021
012500	SUBSTITUTION PROCEDURES	12/10/2021
012500-1	SUBSTITUTION REQUEST FORM	12/10/2021
012600	CONTRACT MODIFICATION PROCEDURES	12/10/2021
012900	PAYMENT PROCEDURES	12/10/2021
013100	PROJECT MANAGEMENT COORDINATION	12/10/2021
013200	CONSTRUCTION PROGRESS DOCUMENTATION	12/10/2021
013300	SUBMITTAL PROCEDURES	12/10/2021
013301-1	HWA ELECTRONIC DOCUMENT RELEASE FORM AGREEMENT	12/10/2021
014000	QUALITY REQUIREMENTS	12/10/2021
014200	REFERENCES	12/10/2021
015000	TEMPORARY FACILITIES AND CONTROLS	12/10/2021
015639	TEMPORARY TREE AND PLANT PROTECTION	12/10/2021
015723	TEMPORARY STORMWATER POLLUTION CONTROL	12/10/2021
016000	PRODUCT REQUIREMENTS	12/10/2021
017300	EXECUTION	12/10/2021
017700	CLOSEOUT PROCEDURES	12/10/2021
017823	OPERATION AND MAINTENANCE DATA	12/10/2021
017839	PROJECT RECORD DOCUMENTS	12/10/2021
017900	DEMONSTRATION AND TRAINING	12/10/2021
DIVISION 2 – EXISTING CONDITIONS		
024116	SELECTIVE DEMOLITION	12/10/2021
DIVISION 3 – CONCRETE		
033000	CAST-IN-PLACE CONCRETE	12/10/2021
DIVISION 4 – MASONRY		
042000	UNIT MASONRY	12/10/2021

042200	CONCRETE UNIT MASONRY	12/10/2021
047200	CAST STONE MASONRY	12/10/2021
DIVISION 5 – METALS		
051200	STRUCTURAL STEEL	12/10/2021
053100	STEEL DECKING	12/10/2021
054000	COLD-FORMED METAL FRAMING	12/10/2021
055000	METAL FABRICATIONS	12/10/2021
055113	METAL PAN STAIRS	12/10/2021
055213	PIPE AND TUBE RAILINGS	12/10/2021
057300	DECORATIVE METAL RAILINGS	12/10/2021
DIVISION 6 – WOOD, PLASTICS AND COMPOSITES		
061000	ROUGH CARPENTRY	12/10/2021
061600	SHEATHING	12/10/2021
064023	INTERIOR ARCHITECTURAL WOODWORK	12/10/2021
064116	PLASTIC LAMINATE CLAD ARCHITECTURAL CABINETS	12/10/2021
DIVISION 7 – THERMAL AND MOISTURE PROTECTION		
070150.19	PREPARATION FOR REROOFING	12/10/2021
071113	BITUMINOUS DAMPPROOFING	12/10/2021
071600	CEMENTITIOUS AND REACTIVE WATERPROOFING	12/10/2021
071700	BENTONITE WATERPROOFING	12/10/2021
072100	THERMAL INSULATION	12/10/2021
072419	WATER DRAINAGE EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)	12/10/2021
072726	FLUID-APPLIED MEMBRANE AIR BARRIER	12/10/2021
074113.16	STANDING-SEAM METAL ROOF PANELS	12/10/2021
074213.13	FORMED METAL WALL PANELS	12/10/2021
074213.23	METAL COMPOSITE MATERIAL WALL PANELS	12/10/2021
074400	CONCRETE FACED PANEL	12/10/2021
075323	(EPDM) ETHYLENE-PROPYLENE-DIENE-MONOMER ROOFING	12/10/2021
075423	(TPO) THERMOPLASTIC POLYOLEFIN ROOFING	12/10/2021
076200	METAL FLASHING AND TRIM	12/10/2021
077100	ROOF SPECIALTIES	12/10/2021
077200	ROOF ACCESSORIES	12/10/2021
078100	APPLIED FIREPROOFING	12/10/2021
078413	PENETRATION FIRESTOPPING	12/10/2021
078443	JOINT FIRESTOPPING	12/10/2021
079100	PREFORMED JOINTS SEALS	12/10/2021
079200	JOINT SEALANTS	12/10/2021
079513.13	INTERIOR EXPANSION JOINT COVER ASSEMBLIES	12/10/2021

DIVISION 8 – OPENINGS		
081113	HOLLOW METAL DOORS AND FRAMES	12/10/2021
081416	FLUSH WOOD DOORS	12/10/2021
083113	ACCESS DOORS AND FRAMES	12/10/2021
083463	DETENTION DOORS AND FRAMES	12/10/2021
083613	SECTIONAL DOORS	12/10/2021
084113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	1/10/2022
084126	ALL-GLASS ENTRANCES AND STOREFRONTS	12/10/2021
084413	GLAZED ALUMINUM CURTAINWALLS	1/10/2022
085653	SECURITY WINDOWS	12/10/2021
087100	DOOR HARDWARE	1/10/2022
087113	AUTOMATIC DOOR OPENERS	12/10/2021
088000	GLAZING	12/10/2021
088300	MIRRORS	12/10/2021
088853	SECURITY GLAZING	12/10/2021
DIVISION 9 – FINISHES		
092116.23	GYPSUM BOARD SHAFT WALL ASSEMBLIES	12/10/2021
092216	NON-STRUCTURAL METAL FRAMING	12/10/2021
092900	GYPSUM BOARD	12/10/2021
093013	CERAMIC TILING	12/10/2021
095123	ACOUSTICAL TILE CEILINGS	12/10/2021
096500	RESILIENT FLOORING	12/10/2021
096513	RESILIENT BASE AND ACCESSORIES	12/10/2021
096623	RESINOUS MATRIX TERRAZZO FLOORING	12/10/2021
096723	RESINOUS FLOORING	12/10/2021
096813	TILE CARPETING	12/10/2021
096900	ACCESS FLOORING	12/10/2021
097723	FABRIC WRAPPED PANELS	12/10/2021
099113	EXTERIOR PAINTING	12/10/2021
099123	INTERIOR PAINTING	12/10/2021
099600	HIGH-PERFORMANCE COATINGS	12/10/2021
DIVISION 10 – SPECIALTIES		
101100	VISUAL DISPLAY SURFACES	12/10/2021
101200	DISPLAY CASES	12/10/2021
101416	PLAQUES	12/10/2021
101419	DIMENSIONAL LETTER SIGNAGE	12/10/2021
101423.13	ROOM IDENTIFICATION SIGNAGE	12/10/2021
102113.17	PHENOLIC-CORE TOILET COMPARTMENTS	12/10/2021

102600	WALL AND DOOR PROTECTION	12/10/2021
102800	TOILET, BATH, AND LAUNDRY ACCESSORIES	12/10/2021
104413	FIRE EXTINGUISHER CABINETS	12/10/2021
104416	FIRE EXTINGUISHERS	12/10/2021
105100	WELDED METAL LOCKERS	12/10/2021
105113	METAL EVIDENCE LOCKERS	12/10/2021
107516	GROUND SET FLAGPOLES	1/10/2022
DIVISION 12 – FURNISHINGS		
122413	ROLLER WINDOW SHADES	12/10/2021
123661.19	QUARTZ AGGLOMERATE COUNTERTOPS	12/10/2021
DIVISION 13 – SPECIAL CONSTRUCTION		
134100	BULLET RESISTANT FIBERGLASS PANELS	12/10/2021
DIVISION 14 – CONVEYING EQUIPMENT		
142123.16	MACHINE ROOM-LESS ELECTRIC TRACTION PASSENGER ELEVATORS	12/10/2021
DIVISION 21 – FIRE SUPPRESSION		
211313	WET-PIPE SPRINKLER SYSTEMS	12/10/2021
DIVISION 22 – PLUMBING		
220500	COMMON WORK RESULTS FOR PLUMBING	12/10/2021
220513	COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT	12/10/2021
220516	EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING	12/10/2021
220519	METERS AND GAGES FOR PLUMBING PIPING	12/10/2021
220523	GENERAL-DUTY VALVES FOR PLUMBING PIPING	12/10/2021
220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	12/10/2021
220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	12/10/2021
220719	PLUMBING PIPING INSULATION	12/10/2021
221116	DOMESTIC WATER PIPING	12/10/2021
221119	DOMESTIC WATER PIPING SPECIALTIES	12/10/2021
221316	SANITARY WASTE AND VENT PIPING	12/10/2021
221319	SANITARY WASTE PIPING SPECIALTIES	12/10/2021
221429	SUMP PUMPS	12/10/2021
221513	GENERAL-SERVICE COMPRESSED-AIR PIPING	12/10/2021
223300	ELECTRIC, DOMESTIC-WATER HEATERS	12/10/2021
223400	FUEL-FIRED, DOMESTIC-WATER HEATERS	12/10/2021
224000	PLUMBING FIXTURES	12/10/2021
224700	DRINKING FOUNTAINS/WATER COOLERS	12/10/2021

DIVISION 23 – HEATING, VENTILATION AND AIR CONDITIONING		
230500	COMMON WORK RESULTS FOR HVAC	12/10/2021
230529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	12/10/2021
230553	HVAC SYSTEM IDENTIFICATION	12/10/2021
230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC	12/10/2021
230713	DUCT INSULATION	12/10/2021
230923	DIRECT-DIGITAL CONTROL SYSTEM FOR HVAC	1/14/2022
231123	FACILITY NATURAL-GAS PIPING	12/10/2021
232300	REFRIGERANT PIPING	12/10/2021
233113	METAL DUCTS	12/10/2021
233300	DUCT ACCESSORIES	12/10/2021
233416	CENTRIFUGAL HVAC FANS	12/10/2021
233600	AIR TERMINAL UNITS	12/10/2021
233713	DIFFUSERS, REGISTERS, AND GRILLES	12/10/2021
237416.11	PACKAGED, SMALL-CAPACITY, ROOFTOP AIR-CONDITIONING UNITS	1/14/2022
238126	SPLIT-SYSTEM AIR-CONDITIONERS	12/10/2021
238239.16	PROPELLER UNIT HEATERS	12/10/2021
DIVISION 26 – ELECTRICAL		
260500	COMMON WORK RESULTS FOR ELECTRICAL	12/10/2021
260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	12/10/2021
260523	CONTROL-VOLTAGE ELECTRICAL POWER CABLES	12/10/2021
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	12/10/2021
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	12/10/2021
260533	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	12/10/2021
260536	CABLE TRAYS FOR ELECTRICAL SYSTEMS	12/10/2021
260539	UNDERFLOOR RACEWAYS FOR ELECTRICAL SYSTEMS	12/10/2021
260543	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	12/10/2021
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	12/10/2021
260573	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	12/10/2021
260923	LIGHTING CONTROL DEVICES	12/10/2021
260936	MODULAR DIMMING CONTROLS	12/10/2021
262416	PANELBOARDS	12/10/2021
262713	ELECTRICITY METERING	12/10/2021
262726	WIRING DEVICES	12/10/2021
262813	FUSES	12/10/2021
262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	12/10/2021
263213	ENGINE GENERATORS	12/10/2021
263600	TRANSFER SWITCHES	12/10/2021
264113	LIGHTNING PROTECTION FOR STRUCTURES	12/10/2021

264313	TRANSIENT-VOLTAGE SUPPRESSION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS	12/10/2021
265100	INTERIOR LIGHTING	12/10/2021
265600	EXTERIOR LIGHTING	12/10/2021
DIVISION 27 – COMMUNICATIONS		
271100	COMMUNICATIONS EQUIPMENT ROOM FITTINGS	12/10/2021
271323	COMMUNICATIONS OPTICAL FIBER BACKBONE CABLING	12/10/2021
271500	COMMUNICATIONS HORIZONTAL CABLING	12/10/2021
274145	CELL PHONE BOOSTER SYSTEM	12/10/2021
DIVISION 28 – ELECTRONIC SAFETY AND SECURITY		
280513	CONDUCTORS AND CABLES FOR ELECTRONIC SAFETY AND SECURITY	12/10/2021
281300	ACCESS CONTROL	1/10/2022
281353.10	VIDEO INTERCOM SYSTEM	1/10/2022
282300	VIDEO SURVEILLANCE	1/10/2022
283111	DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM	12/10/2021
DIVISION 31 – EARTHWORK		
311000	SITE CLEARING	12/10/2021
312000	EARTH MOVING	12/10/2021
313116	TERMITE CONTROL	12/10/2021
DIVISION 32 – EXTERIOR IMPROVEMENTS		
321216	ASPHALT PAVING	1/10/2022
321313	CONCRETE PAVING	12/10/2021
321316	DECORATIVE CONCRETE PAVING	12/10/2021
321723	PAVEMENT MARKINGS	12/10/2021
323113	CHAIN LINK FENCES AND GATES	12/10/2021
323300	SITE FURNISHINGS	12/10/2021
328400	PLANTING IRRIGATION	1/10/2022
329113	SOIL PREPARATION	12/10/2021
329200	TURF AND GRASSES	12/10/2021
329300	PLANTS	12/10/2021
DIVISION 33 – UTILITIES		
334200	STORMWATER CONVEYANCE	12/10/2021

C. **Addenda.** The Addenda, if any, which are part of the Contract Documents are as follows:

Addenda No.	Date	Pages
Addendum No. 1	1/10/2022	81
Addendum No. 2	1/14/2022	15

D. **Other Documents.** Other documents, if any, which are part of the Contract Documents are as follows:

Turner Construction Assumptions and Clarifications dated March 25, 2022.

Turner Constructions Assumptions and Clarifications
March 25, 2022

General:

- 1.) The Construction Manager will provide the following insurance and/or bonds for the portion of Project scope included within the GMP. The price for these are included within the GMP as lump sum amounts as indicated below and will be billed in the first application for payment following the approval of the GMP. All amounts listed are subject to additions if the volume of the GMP increases and will be added at the Fixed Rate Percentages indicated (on the total volume of the increase). Deductibles for Builder's Risk Insurance, if necessary, shall be reimbursable as cost of the work within the GMP.

Description	Total Lump Sum Amount	Fixed Rate %
Contractor Controlled Insurance Program (CCIP)	\$ 281,803	2.30 %
Subcontractor Default Insurance	\$ 127,751	1.25 %
Builder's Risk Insurance	\$ 24,505	0.20 %
Performance and Payment Bond	\$ 122,523	1.00 %

The GMP excludes insurance or bond coverage for Owner direct contractors, unless clarified in these Assumptions and Clarifications.

- 2.) The GMP is based on fixed Lump Sum General Conditions that will be billed on equal installments for the duration of the project schedule.
- 3.) This GMP proposal is valid until May 2, 2022.
- 4.) Owner and Construction Manager acknowledge that the effects of the incidence of disease or other illness that reaches outbreak, epidemic, endemic and/or pandemic proportions, shortages of equipment, materials and supplies caused by outside market forces and related price escalations are events outside of Construction Manager's control. Ten percent (10%) of Construction Contingency or Twenty-Nine Thousand Four Hundred Six Dollars (\$29,406.00) will be apportioned for events listed in this section. Where Construction Manager has provided prompt notice to the Owner, and in good faith, attempted to mitigate said impacts for such events, Owner and Construction Manager will mutually agree upon reasonable methods to address said time and actual costs impacts not caused by the actions or inactions of Construction Manager, outside of the apportioned percentage of Construction Contingency, which may include use of unused Contingency, projected Savings, approved Change Orders for extended Contract Time, and/or Contract Sum. Due to the recent outbreak of COVID-19 and the unpredictable nature of pricing and performing in the current state of this pandemic, the GMP does not include schedule or cost impacts caused by events outside of its control including without limitation delays and cost escalation arising from pandemics, financial shocks, supply chain and/or travel disruptions caused by the COVID-19 outbreak. The Contract Time, General Conditions and GMP will be adjusted for the impacts caused by events outside our control including those currently occurring and known due to the COVID-19 outbreak.
- 5.) The GMP assumes permit fees for the project are waived.
- 6.) The GMP excludes utility fees.
- 7.) The GMP excludes all asbestos or other hazardous material removal or remediation.

Masonry:

- 8.) We have included colored mortar at the burnished block and cast stone per the finish schedule. We have included regular mortar at the brick.

Architectural:

- 9.) This GMP excludes certified surveys of installed work per spec section 017300-1.5.B,C,D.
- 10.) Our proposal excludes impact/abuse resistant gypsum board.
- 11.) Our proposal excludes STC ratings as there are no head of wall UL assembly ratings provided.
- 12.) Our proposal includes 2.5mm LVT flooring (FVT1).
- 13.) Our proposal excludes delegated design for ground set flagpoles.
- 14.) Our proposal includes pricing based on current availability or equivalent for items listed as contractor furnished, contractor installed on the equipment schedule.
- 15.) Elevator provider will require initial down payment before ordering elevator. Turner will work with the City on billing to ensure required down-payment is provided.
- 16.) Utility company responsible for gas line from street to meter. We will provide gas line from meter into the building.
- 17.) Our bid excludes 3rd party Aluminum Storefront and Curtain Wall air/water testing per ASTM standards.
- 18.) Our bid assumes non foil backed Type IV extruded-polystyrene insulation board insulation associated with the metal panel system in line with specification section 072100-Thermal Insulation.

Mechanical/Plumbing:

- 19.) Addendum #22 indicates control system should be Trane. The existing system is by Elite Automation and is included in this pricing.
- 20.) Duct cleaning for existing systems is excluded.

Electrical:

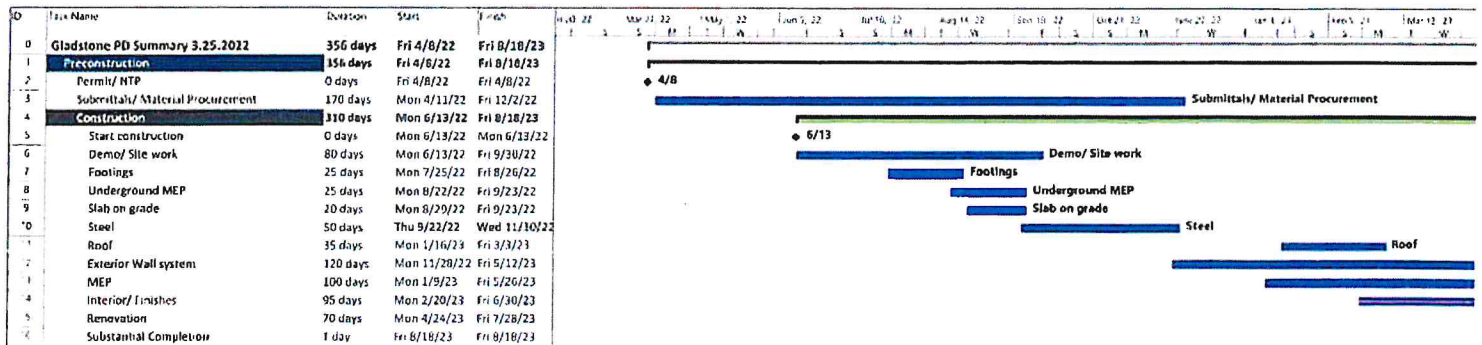
- 21.) We have included Electric Technology (ETI) as the sole provider for video and access control software and hardware. This pricing includes cameras, camera license, and door access software.
- 22.) Electrical pedestal to be relocated per note 30/C1.0 to be by utility company.

Sitework:

- 23.) Asphalt is priced with the current API index for January 2022 of \$525/ton and will need to be reconciled at time of purchase of asphalt.

GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT 4

CONSTRUCTION SCHEDULE



Project: Gladstone PD Summary 3.25.2022
Date: 3/25/22

Turner

GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT 5

UNIT PRICES FOR CHANGES

Unit Prices for changes in the Work as described in Section 11 of Guaranteed Maximum Price Amendment, if any, are as follows:

NONE