

11-7-2022-1

Date: November 7, 2022

To: Mayor and City Council

From: SA M2
Ed A. and Mario L.

Re: O&G Guaranteed Maximum Price (GMP)

The Building Committee and Board of Education will be meeting on Thursday, November 10th to approve O&G Guaranteed Maximum Price (GMP) amendment No. 2.

I've attached the following document:

(a) Guaranteed Maximum Price Amendment No. 2

I would appreciate if you included this item on the next City Council agenda for a vote to approve the GMP Amendment No. 2.

Any questions please contact me.

Thank you in advance for your continued assistance for this project, it's greatly appreciated.

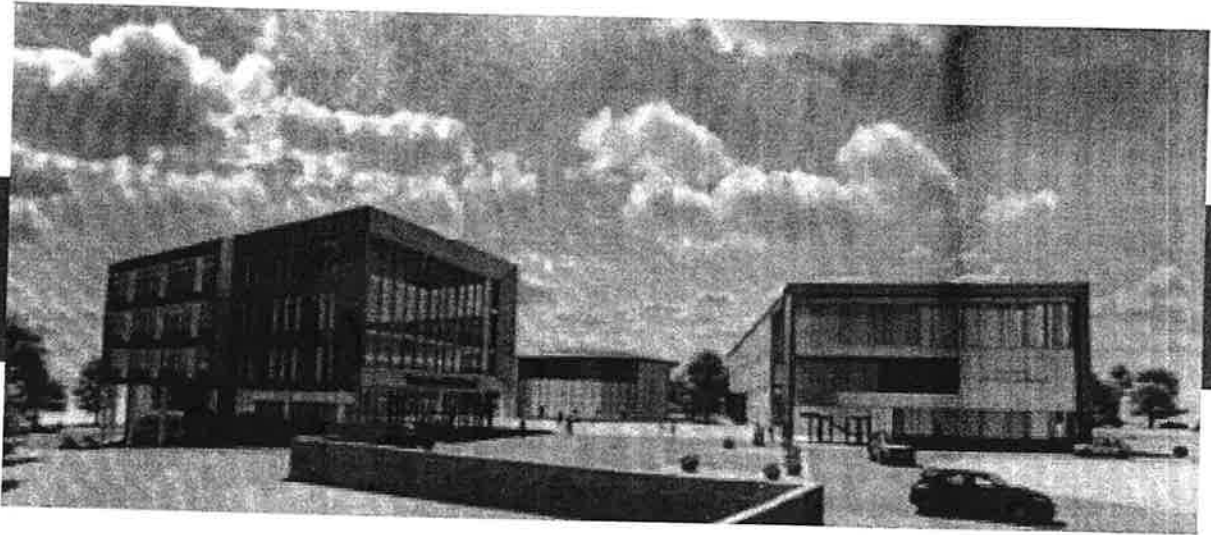
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**TORRINGTON
MIDDLE/ HIGH SCHOOL & CENTRAL ADMINISTRATION BUILDING**

State Project Nos. 143-0076 N | 143-0077 BEN

Torrington, Connecticut



ATTACHMENT TO GUARANTEED MAXIMUM PRICE AMENDMENT NO. 2

GUARANTEED MAXIMUM PRICE (GMP)

November 3, 2022

**ARCHITECT
S/L/A/M Architects
Glastonbury, CT**

**PREPARED BY: DANIEL G. HETZLER
PRE-CONSTRUCTION MANAGER**

TORRINGTON
MIDDLE/ HIGH SCHOOL & CENTRAL ADMINISTRATION BUILDING

State Project Nos. 143-0076 N | 143-0077 BEN

Torrington, Connecticut

November 3, 2022

EXHIBIT A1 - GMP COST SUMMARY

	QTY	U/ M	GMP COSTS
CONSTRUCTION COST:			
SITE, BUILDING CONSTRUCTION, ABATEMENT AND DEMOLITION			
1 PHASE 1 AND 2 TRADE CONTRACTS - INCLUDES BID PACKAGE 2.10 ALLOWANCE AND ACCEPTED ALTERNATES			\$148,556,664
2 PHASE 1 APPROVED PCO 01, 02 AND 04			\$69,596
3 CM ALLOWANCES - REFER TO EXHIBIT B1; DOES NOT INCLUDE ALLOWANCE FOR BID PACKAGE 2.10			\$256,000
4 VE ALLOWANCE - REFER TO EXHIBIT B2			-\$2,807,523
		Subtotal:	\$146,074,737
GENERAL CONDITIONS			
5 CM STAFF & GENERAL CONDITIONS - PHASE 1			\$265,326
6 PH 1 BID DOCUMENT PRINTING COSTS			\$1,484
7 PH 1 STORM WATER DISCHARGE GENERAL PERMIT APPLICATION FEE			\$4,000
8 CM STAFF & GENERAL CONDITIONS - PHASE 2			\$4,428,243
9 PH 2 BID DOCUMENT PRINTING COSTS			\$3,265
		Subtotal:	\$4,702,318
C.M. BOND & INSURANCE			
10 PL & GL INSURANCE (0.85% applied to Construction Cost + General Conditions)	0.85	%	\$1,281,013
11 PERFORMANCE & PAYMENT BONDS (0.67% applied to Construction Cost + General Cond.)	0.67	%	\$1,009,740
		Subtotal:	\$2,290,753
C.M. FEE:			
12 CM FEE (1.25% applied to Construction Cost + Gen'l Cond. + Bonds/Insurance)	1.25	%	\$1,912,478
		Subtotal:	\$1,912,478
CONTINGENCY:			
13 CM CONTINGENCY (3% applied to Construction Cost + Bonds/Insurance + CM Fee)	3.00	%	\$4,508,339
14 CM CONTINGENCY -EARLY RETURN TO OWNER (Refer to Exhibit C Item 23)	1.00	LS	-\$500,000
		Subtotal:	\$4,008,339
TOTAL CONSTRUCTION BUDGET - PHASE 1 & 2 COMBINED GMP			\$158,988,625

Torrington Middle School / High School / Central Administration Building
Torrington, CT
State Project Nos. 143-0076 N | 143-0077 BEN
November 3, 2022

EXHIBIT A3 - SCHEDULE OF ALTERNATES

Alternate No.	Description	Alternate: Trade Cost Total	Status	Acceptance Due By Date
S1	Artificial Turf at Multipurpose Field and Baseball Outfield	\$ 2,400,000.00	PENDING	7/4/2023
S2	Baseball Scoreboard	\$ 95,000.00	PENDING	7/4/2023
S3	Two (2) Tennis Courts	\$ 150,000.00	PENDING	7/4/2023
S4	Athletic Field Lights at Multipurpose Field	\$ 468,100.00	PENDING	7/4/2023
S5	Exterior Stair to Athletic Fields	\$ 100,000.00	PENDING	7/4/2023
S6a	Concrete Sidewalks at Athletic Fields L202A/L202B	\$ 885,000.00	PENDING	7/4/2023
S6b	Concrete Sidewalks at Courtyard L202D	\$ 92,000.00	PENDING	7/4/2023
S7	Playground Surface Material	\$ (10,000.00)	PENDING	7/4/2023
B1	Roof Warranty 30 year in lieu of 20 year	\$ 200,000.00	REJECTED	REJECTED
B2	Greenhouse	\$ 95,917.00	PENDING	2/17/2020
B3	Terrace	\$ 153,750.00	REJECTED	REJECTED
B4	Delete Lightning Protection	\$ (78,100.00)	PENDING	3/17/2022
B5	Vinyl Wall Coverings and Vinyl Custom Graphics	\$ 32,000.00	PENDING	7/4/2023
B6	Delete Operable Windows	\$ (188,049.00)	ACCEPTED	ACCEPTED
B7	Alternative Metal Siding Mfg.	\$ (74,667.00)	ACCEPTED	ACCEPTED
B8	Increase 1st Flr Interior Security Glazing	\$ 90,718.00	PENDING	3/17/2022
B9	Electric Vehicle Charging Stations	\$ 68,900.00	PENDING	3/17/2022
B10	Alerton HVAC Controls in lieu of Schneider	\$ (546,000.00)	ACCEPTED	ACCEPTED
B11a	Reduce Horizontal Sunshades	\$ (64,220.00)	ACCEPTED	ACCEPTED
B11a	Reduce Vertical Sunshades	\$ (61,247.00)	ACCEPTED	ACCEPTED
B12	Raise sill height at Aluminum Curtainwall at Stage Access Corridors	\$ (19,798.00)	PENDING	12/16/2022
B13	Raise sill height Aluminum Storefront at High School Courtyard facade	\$ (26,558.00)	PENDING	12/16/2022
B14	Reduce Aluminum Storefront at Middle School Music Rooms	\$ (15,070.00)	PENDING	12/16/2022
B15a	Reduce Clerestory Aluminum Storefront at Middle School Gymnasium	\$ (5,786.00)	PENDING	12/16/2022
B15b	Delete Clerestory Aluminum Storefront at Middle School Gymnasium	\$ (32,960.00)	PENDING	12/16/2022
B16	Reduce Aluminum Curtainwall at High School Gymnasium	\$ (15,340.00)	PENDING	12/16/2022
B17	Reduce Aluminum Curtainwall at High School Cafeteria	\$ (20,761.00)	PENDING	12/16/2022
B18	Reduce Clerestory Aluminum Storefront at Gymnasiums	\$ (13,630.00)	PENDING	12/16/2022
B19	Reduce Aluminum Curtainwall at Auto Shop	\$ (14,040.00)	PENDING	12/16/2022

**Additional cost for wall construction will offset savings from Aluminum Entrances, Storefronts and Curtainwall Bid Package, cost provided is not the net savings to project.
*Value amended post bid.

**Torrington Middle/High School & Central Administration Offices
Torrington, CT**

State Project Nos. 143-0076 N | 143-0077 BEN

**Exhibit B1 - Schedule of CM Allowances
November 3, 2022**

Allowance No.	Description/Purpose of Allowance	Qty	Unit of Measure	Unit Rate	Total Included
1	Additional site lighting at existing school as deemed necessary by the LAHJ or as requested by the Owner.	1	LS	\$6,000.00	\$6,000.00
2	Provide tapered insulation at Area H to achieve minimum 1/4"/ft slope.	1	LS	\$110,000.00	\$110,000.00
3	Provide acoustical wall treatment at rear of Auditorium.	1	LS	\$40,000.00	\$40,000.00
4	Provide the Distributed Antennae System (BDA) per Specification 28 5319.	1	LS	\$100,000.00	\$100,000.00
TOTAL CM ALLOWANCES					\$256,000.00

Torrington Middle/High School & Central Administration
State Project Nos. 143-0076 N and 143-0077 BE
Exhibit B2: VALUE ENGINEERING ALLOWANCE LIST
10/26/2022

ITEMS BELOW BROKEN OUT BY BID PACKAGE (MAY HAVE TWO LINE ITEMS, IF TWO BID PACKAGES ARE AFFECTED)				TRADE ESTIMATE	ACCEPTED ESTIMATE	STATUS
ID #	PR#	BP	LISTING OF POTENTIAL SAVINGS			
1		4	DELETE MASONRY LATTICE FROM ABOVE CAFE / KITCHEN		\$ (65,000)	YES
2		5s	REDUCE EXTENT OF CHILLER ACCESS PLATFORMS	\$ (10,000)	\$ -	DEFERRED
2		7r	REDUCE EXTENT OF CHILLER ACCESS PLATFORMS	\$ (40,000)		DEFERRED
3		6	REMOVE 1 TALL OPEN SHELF CABINET FROM EACH ROOM. 3/A802.		\$ (50,716)	YES
4		6	REMOVE HS IT WORKROOM (1B & 2B/A113.1)		\$ (15,438)	YES
5		6	REMOVE (2) MS ADMIN DESKS AT THE BEHAVIORAL SUITES (1D & 2D/A111.2)		\$ (12,730)	YES
6		6	REMOVE MS NURSE CASEWORK (3B & 4B/A111.4) AND HS NURSE CASEWORK (2E, 3E, & 4E/A111.4).		\$ (19,758)	YES
7		6	CHANGE CABINET LOCKS FROM COMPLEX NATIONAL TO COMPLEX TIMBERLINE		\$ (27,655)	YES
8		6	CHANGE COUNTERTOPS TO WILSONART FROM LIVINGSTONE ROCK SALT		\$ (13,739)	YES
9		6	CHANGE WINDOW SILLS TO CORIAN GLACIER WHITE FROM LIVINGSTONE ROCK SALT		\$ (22,767)	YES
10		7r	REVISE COPING TO GRAVEL STOP AT ROOF EDGE	\$ (20,000)		DEFERRED
11		9a	CHANGE APC6 CEILINGS TO ALT MFG IN 2 MEDIA / PRESENTATION ROOMS	\$ (15,000)		NO
12		9a	CHANGE APC 1 NRC FROM .85NRC TO .75NRC		\$ (52,000)	YES
13		9a	CHANGE APC 1 GRID TO 15/46	\$ (20,000)		NO
14		9d	CHANGE INT METAL STUD GAUGE FROM 33 TO 30 MIL		\$ (50,000)	YES
15		9d	CHANGE GEN CLASSROOMS FROM ABUSE BOARD TO STANDARD BOARD		\$ (57,640)	YES
16		9d	ELIMINATE TOP OF WALL SEISMIC BRACING	\$ (30,000)		NO
17		9f	REVISE EXTENT OF JUMPJAX FLOORING & PROVIDE FLOOR PREP		\$ (307,400)	YES
18		9f	CONST TECH, ENG LAB AND STORE RMS SEALED CONCRETE ILO RESINOUS		\$ (41,650)	YES
18		9d	SEAL CONST TECH CLASSROOM WHERE RESINOUS DELETED		\$ 7,930	YES
19		9f	LVT FLOORING -USE MANNINGTON COLOR ANCHOR LINE ILO NO RESERVATIONS LINE		\$ (41,000)	YES
20		9f	COMBINATION BID SAVINGS		\$ (12,000)	YES
21		9f	CARPET 6-10 -USE SHAW PRODUCT LINE-	\$ -	\$ -	NO
22		9p	REDUCE EXTENT OF HP PAINT REMOVE FROM CLASSROOMS		\$ (15,000)	YES
23		9p	PAINT AT CAFE WHERE MOSAIC REDUCED		\$ 840	YES
23		9t	REDUCE EXTENT OF GLASS MOSAIC TILE IN CAFE BY 800 SF		\$ (13,600)	YES
24		9t	REDUCE EXTENT OF TILE IN BATHROOMS		\$ -	NO
25		9t	DELETE EPOXY GROUT, USE REGULAR GROUT AT RESTROOM WALLS		\$ (20,500)	YES
26		22	REMOVE SUMMER BREAK O.T.		\$ (24,000)	YES
27		22	REPLACE TRAP PRIMERS W/ TRAP GUARDS		\$ (34,000)	YES
28		23	REMOVE SUMMER BREAK O.T.		\$ (109,000)	YES
29		23	WHITE PVC JACKETING IN MER		\$ (3,000)	YES
30		23	ROOF INSULATION JACKETING REVISION	\$ -	\$ -	NO
31		23	1" ARMAFLEX TO 1-1/2" FIBERGLASS		\$ (107,000)	YES
32		23	REMOVE AFMS ON SUPPLY AND EXHAUST FANS		\$ (35,000)	YES
33		23	TEMPERATURE SENSOR REVISIONS: RCP, FTR, CUH, UH		\$ (9,400)	YES
34		23	USE INSERTION ELECTROMAGNETIC FLOW METERS		\$ (5,000)	YES
35		23	AIR TEMP SENSORS: FCUS, CB, RHC, CUH, VAV		\$ (1,000)	YES
36		23	USE LIGHTING CONTROL VERSUS OCC SENSORS		\$ (13,000)	YES
37		23	COMBINATION CO2, SPACE AND HUMIDITY SENSORS		\$ (30,000)	YES
38		23	REMOVE ELECTRIC POWER MONITORING	\$ (2,000)	\$ -	NO
39		23	CONTROLS PORTION OF ALT 86 & SIMPLIFY CHILLED BEAM CONTROLS		\$ (13,000)	YES
40		26	BRANCH CONDUITS TO MC STRAIGHT BACK TO PANELS		\$ (160,000)	YES
41		26	FIXTURE CONDUIT TO MC		\$ (23,300)	YES
42		26	LIGHTING FIXTURE REV'S	\$ (50,000)		DEFERRED
43		26	REMOVE LIGHT COFER AT AREA A, LIGHTING FIXTURE REV'S		\$ -	NO
44		26	THEATRICAL LIGHTING SUBSTITUTION	\$ -	\$ -	NO
45		26	COPPER FEEDERS UP TO 100A CONVERT TO ALUMINUM		\$ (2,600)	YES
46		26	COPPER AND ALUMINUM FEEDERS TO MC UP TO 4/0	\$ (8,800)	\$ -	NO
47		26	PROVIDE NON-RATED CABLE IN LIEU OF MI WHERE ALLOWABLE		\$ (14,800)	YES
47		9d	ADD 2 HOUR RATED CHASE NEXT TO STAIR 2 IN B LOWER LEVEL		\$ 3,000	YES
48		26	OFFSITE MATERIAL STORAGE LOCATION (DINTO WOULD PROVIDE BINS)		\$ -	NO
49		26	PROVIDE THERMAL PLASTIC EXIT SIGNS ILO EDGE LIT FOR 100 SIGNS		\$ (20,000)	YES
50		26	HVAC EQUIPMENT CONDUIT CONVERTED TO MC UP TO 4/0		\$ (31,700)	YES
51		26	PROVIDE ALUMINUM GEAR BUSSING AND TRANSFORMER WINDINGS		\$ (95,500)	YES
52		26	DELETE (11) MP PANELS AND REDUCE PANEL SIZES PER CES EMAIL		\$ (20,500)	YES
53		26	REVISE LIGHTNING PROTECTION SYSTEM TO ALUMINUM		\$ (8,400)	YES
54		27	REVISE CONDUIT AND WIRE TO SITE CAMERAS-		\$ -	NO
55		27	REDUCE GROUND BACKBONE FROM 750 MCM TO 3 OUGHT		\$ -	NO
56		27	REMOVE AV CONNECTIONS IN MUSIC TECH, RECORDING, BAND, ORCH FROM AUDIT		\$ (15,000)	YES
57		27	REMOVE SOUND & RECORDING FROM ORCH - TREAT AS TYPICAL CR.		\$ (25,000)	YES
58		27	REMOVE VIDEO CONF SOLUTION FROM 2 RMS IN CENTRAL OFFICE. TREAT AS TYPICAL CONF ROOM.		\$ (45,000)	YES
59		27	REMOVE KEYNOTE SPEAKER / VID CONF/ BRD MTG AV SYSTEM FROM HS MED CTR		\$ (35,000)	YES
60		31	REDUCE SUBBASE THICKNESS @ PAVEMENT		\$ (300,000)	YES
61		31	GROUND IMPROVEMENTS @ RET WALL		\$ (82,500)	YES
62		31	ELIMINATE STONE LAYER AT FIELDS		\$ (300,000)	YES
63		31	DELETE MVRA ADDITIVE FOR IMPROVED SALT PROTECTION		\$ (30,000)	YES
64		31	REDUCE TEMP FENCE HEIGHT TO 6', LIGHTER GAUGE, STILL INCLUDES TOP RAIL, ELIMINATE SCRIM		\$ (135,000)	YES
65		31	TACTILE WARNING STRIP REV'S		\$ (25,000)	YES
66		31	DALEY DRIVE MILL & OVERLAY		\$ (30,000)	YES
67		31	REVISE WOOD RAIL TO PT PINE ILO CEDAR, CONCRETE SET ILO SLEEVE-ITS		\$ (40,000)	YES
68		31	REVISE SIDE LINE FENCES FROM 10' TO 8'		\$ (8,000)	YES
69		31	REVISE BACKSTOPS TO STRAIGHT UP WITHOUT OVERHANG WINGS	\$ (10,000)	\$ -	NO
70		31	REMOVE DRAINAGE LAYER & PIPING FROM SKINNED INFIELDS & REVISE SOIL UNDER TURF		\$ (150,000)	YES
TOTAL OF POTENTIAL SAVINGS TO BE INCLUDED IN THE GMP				\$	(2,807,523)	

Torrington Middle/High School & Central Administration Building
Torrington, CT
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Exhibit C: Qualifications, Exclusions and Clarifications
November 3, 2022

- 1 The GMP includes the City of Torrington Building Permit State Education Fees only, refer to Exhibit A1 line for cost. All other costs to be paid to the City of Torrington Building Department are the responsibility of the Owner.
- 2 GMP is based upon the project being sales tax exempt in accordance with CT State Statutes.
- 3 GMP excludes the following costs which are to be provided by the Owner or Agents of the Owner: Move management services and planning; Moving; Third party inspections; Special Inspections and Testing; Hazardous materials abatement observation and testing, including any air/wipe testing; and IAQ testing. The CM will coordinate these activities with Owner's vendors as needed.
- 4 GMP is based upon the following assumptions for utility connections and consumption:
 - a. The electrical utility connection fees for the power service to the Daley Drive motorized gate and temporary power service for the new building construction and field offices is included in the GMP as a trade contract allowance. Utility company costs in excess of the trade cost allowance are the responsibility of the Owner.
 - b. The electrical utility connection fees for the permanent power service to the new building and the primary service relocation at the athletic field is excluded from the GMP and are the responsibility of the Owner. O&G will coordinate the submission of the requests for the new service and the service relocation with Eversource, the fee to be paid to Eversource will be forwarded to the Owner for payment.
 - c. The Eversource fees for the removal of their existing equipment, e.g. transformers, poles, primary cable, is excluded from the GMP and are the responsibility of the Owner. O&G will coordinate the submission of the requests for the service removal with Eversource, the fee to be paid to Eversource will be forwarded to the Owner for payment.
 - d. The electrical utility consumption charges for power to support construction of the new building and the O&G and trade contractor field offices are excluded from the GMP and are the responsibility of the Owner.
 - e. The electrical utility consumption charges for power to the Daley Drive motorized gate is excluded from the GMP and are the responsibility of the Owner.
 - f. The Eversource fee for the installation of the gas service to the new building is excluded from the GMP and is the responsibility of the Owner. The trenching, bedding and backfill for the new service piping is included in the GMP. O&G will coordinate the new service installation with Eversource, the fee to be paid to Eversource will be forwarded to the Owner for payment.
 - g. The Eversource utility consumption charges for natural gas to support construction and heating of the new building prior to substantial completion is excluded from the GMP and is the responsibility of the Owner.
 - h. The tel/data and fiber utility connection fees and installation cost for the services to the new building are excluded from the GMP and are the responsibility of the Owner. The installation of the raceway for the new service is included in the GMP. O&G will coordinate the new service installation with Owner's service providers. Any fees from the service providers will be forwarded to the Owner for payment.

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Exhibit C: Qualifications, Exclusions and Clarifications

November 3, 2022

- i. Fees to the current tel/data or fiber service providers for removal of the existing services to the existing building are excluded from the GMP and are the responsibility of the Owner. O&G will coordinate with the service providers for the service removals. Any fees from the service providers will be forwarded to the Owner for payment.
 - j. The water and sewer utility connection and inspection fees (Aquarian Water and/or City of Torrington) for the new water and sanitary service to the building and site are excluded from the GMP and are the responsibility of the Owner.
 - k. The water consumption charges to support building construction activities are excluded from the GMP and are the responsibility of the Owner. Water consumption charges for portable hydrant meters for the sitework and abatement/ demolition activities are included in the GMP.
 - l. The building temporary heat fuel consumption cost to support construction activities is excluded from the GMP and is the responsibility of the Owner. Liquid propane will be used to heat the new building during the 2023/2024 winter; the installation and piping between the fuel tanks and heating units are included in the GMP. The Owner will be billed directly for the propane use and the reclamation of any unused fuel when the temporary heating units are no longer required.
- 5 The GMP includes the cost to print record copies of the bid documents. These costs are included as a reimbursable, refer to Exhibit A1 lines 5 and 7.
- 6 The GMP excludes costs for Furniture, Fixtures and Equipment (FF&E) and Technology Equipment, other than as specified and/or as assigned in the contract documents. The Construction Manager will inform the Owner of areas ready for delivery and installation. The Construction Manager is not responsible for unloading, installing, checking, waste management or accepting the FF&E or Technology equipment. The Construction Manager will coordinate with Owner's contracted vendors.
- 7 The Exhibit A4 Contract Award Summary includes the estimated cost for Bid Packages 1.10 - General Trades. This Bid Package will be re-bid. This Bid Package cost is carried as an allowance in the Trade Contract total in Exhibit A1. If the recommended lowest responsible cost of the bid package after re-bid exceeds or is less than the listed amount the difference will be funded from, or returned to, the Owner's contingency.
- 8 Acceptance of the GMP constitutes acceptance of O&G Industries' recommended trade contractors with the lowest responsible bid as listed in Exhibit A4 Contractor Award Summary. The GMP is based upon the trade contractors' acceptance and execution of a contract with O&G to perform the work for the indicated contract amount. Withdrawal of a bid by a trade contractor listed within the GMP will require an adjustment to the GMP.
- 9 When/where the specification includes a basis of design product as well as a list of approved manufacturers and/or vendors, it is assumed that the list of approved manufacturers and vendors will not require different or additional infrastructure, e.g., structural support, electrical feeder sizes or power requirements, or any other modifications to building components. If modifications are required to building components to support or service use of the approved listed manufacturers, these costs will be submitted as a PCO funded from the Owner's contingency.

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**Exhibit C: Qualifications, Exclusions and Clarifications
November 3, 2022**

- 10 The GMP includes salvaged items and salvaged items to be reinstalled as identified in the bid documents. The Construction Manager shall coordinate with the Owner for the removal of salvaged materials and relocation to a location on the site. Any offsite transportation of salvaged items is the responsibility of the Owner and is excluded from the GMP. Any additional items to be salvaged are the responsibility of the Owner and will require agreement with the Abatement/ demolition contractor for removal from the demolition scope of work.
- 11 Removal of the existing generator is excluded from the GMP. The existing generator shall be removed by the Owner at turnover of the existing building for abatement/demolition in March 2025. The Owner is responsible for safing off the wiring associated with the removal and shall leave the building power systems in working order after removal.
- 12 The electrical power and water services serving the existing building shall remain available for trade contractor use until June 1, 2025. The Owner is responsible for all power and water consumption charges until the services are terminated.
- 13 The GMP does not include the Phase 1 Alternates No. 1 or No. 2; these alternates were not accepted.
- 14 The GMP includes the deduct costs of accepted Alternates as described in Exhibit A3. The GMP excludes the scope and costs for the pending Alternates. All remaining Alternates shall remain available for Owner acceptance until the dates identified in the Exhibit A3 Schedule of Alternates. Acceptance of Alternates subsequent to the execution of the GMP contract amendment shall be considered a Change Order and processed in accordance with the Contract. Note: Acceptance of Alternates B12 through B19 will require additional cost for replacement materials. Refer to Exhibit A3 for additional information.
- 15 The Exhibit B1 identifies the CM Allowance items included in the GMP. Except as provided for in the Owner/CM Agreement, none of these allowances will be expended without prior approval by Owner. The Owner is responsible for all costs exceeding the established allowance amounts.
- 16 The Exhibit B1 Allowance No. 1 is a holdover from the PH 1 GMP Amendment No 1. The other PH 1 CM Allowance item for supplemental soil stabilization is no longer included in the GMP. The Exhibit A1 Line 3 identifies an Allowance for costs approved in PH 1 but not yet incorporated into an AIA Change Order. Upon execution of the GMP Amendment No. 2, the noted approved PCO costs will be issued as AIA Change Order No. 1 and costs shall be reallocated from the Allowance with no adjustment to the GMP.

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Exhibit C: Qualifications, Exclusions and Clarifications

November 3, 2022

- 17 The Exhibit B2 VE (Value Engineering) Allowance identifies the cost items included in the GMP as potential savings to the project budget resulting from trade contractor deduct change orders. Trade contract change orders will be processed for these proposed changes following submission and approval of corresponding Owner PCO's reallocating funds to, and from, a VE Allowance line item from, or to, trade contracts. The Owner PCO's associated with each trade contract change cost will not include an adjustment to the CM insurance, P&P Bond or Fee since the cost adjustment for these items has been included in the GMP via incorporation of the VE allowance in the GMP. Once all VE related change orders to the trade contractors have been processed the total of the trade contract changes will be calculated and compared to the VE Allowance value. The VE Allowance line item will be closed out by PCO and shall include an adjustment to the CM insurance, P&P Bond or Fees. The calculated adjustment to CM insurance, P&P Bond and CM Fee on the actual total of trade cost changes shall be added to or taken from the Owner's contingency.
- 18 The CT DEEP General Permit for Stormwater and Discharge Waters from Construction Activities has been obtained by O&G. A transfer request has been submitted to the CT DEEP to reassign the permittee to the site contractor, C.J. Fucci. C.J. Fucci is responsible for compliance with this permit during construction.
- 19 GMP includes work indicated in the Issued for Bid documents listed in Exhibit D1 and D2. Unless specifically noted elsewhere, the GMP excludes all costs associated with any other Sketches, ASI's, RFI Responses, etc. and/or any other revisions issued prior to the date of Owner execution this GMP.
- 20 GMP excludes the cost associated with the additional gas main installation as identified in the response to RFI No. 030 Gas Main Connection Location.
- 21 The GMP includes the Construction Phase CM insurance, Payment and Performance Bonds, and Fee costs for the total construction budget as of the date of this GMP Amendment No. 2. Adjustments to these fees will be made for any document changes made subsequent to the date of issuance of this GMP Amendment No. 2.
- 22 CM Reimbursables/ General Conditions are based on construction from July 1, 2022 through February 1, 2026. Additional CM Reimbursable fees for services beyond this timeframe are the responsibility of the Owner if additional time is required to complete the project through delays not caused by the contractor, including weather delays, additional scope of work or market conditions.
- 23 It is agreed by the Owner that the CM Contingency Credit of \$500,000 included in Exhibit 1A shall be reimbursed to O&G by the Owner should changes arise in the project that would have otherwise been funded by the CM Contingency if there are no remaining funds in the CM Contingency; up to a total of \$500,000.
- 24 The CM Insurance and Payment and Performance Bond costs updated to include the current total project cost will be billed in full, less 5% retainage, in the first billing of the Phase 2 construction. The General Conditions/Reimbursables as shown in Exhibit A1, less the amounts paid through Application for Payment No. 4, will be billed on a Lump Sum basis at \$133,903.00 per month for a total of 28 months and \$56,578.00 per month for a total of 12 months.

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- 25 The stadium field shall remain available for Owner use during the Summer of 2023 and 2024 school breaks. Access to the stadium and north temporary parking lot will be provided through either Daley Dr. or Major Besse Dr. however both access drives will not be available at all times. The stadium field will not be accessible for Owner use during the Summer of 2025 school break.
- 26 The Owner will have use of the Area B elevator for the High School FF&E installation following the Phase 2A (High School) Substantial Completion and the Area E elevator for the Middle School FF&E installation following the Phase 2B (Middle School) Substantial Completion. The GMP excludes the use of the elevator in Area H (renovated locker rooms) until the Phase 2C Substantial Completion of the completed building.
- 27 The parking areas available for high school occupancy in Feb 2025 include the turnaround lot east of the new building, the lower level parking area south of the new building, the parking areas on the west side of the new school and the existing lot being used for contractor laydown and field offices. The total number of parking stalls available in these lots is 233 excluding six handicap stalls. Twenty additional parking stalls will be available on the constructed new Major Besse Dr. for a total of 253 standard stalls and six handicap stalls. Any additional parking will need to utilize the street parking on Winthrop St. The parking area at the construction laydown area, the new lot north of the school, and the athletic field parking area at the northeast corner of the site will be completed during the summer 2025 school break and available for school use for the start of the 2025/2026 school year however O&G will need twenty stalls in the athletic parking area during the fall of 2025 for the completion of the athletic fields.
- 28 The Owner must close the existing school to persons under the age of 18 from June 26, 2023 through August 4, 2023 for abatement and demolition of the existing gym restroom structure.
- 29 The GMP assumes that all hazardous materials abatement work required to be performed for this project (other than the existing gym restroom structure), shall be performed while school is in session during regular (first shift) working hours. Any premium costs required to perform hazardous materials abatement outside of regular working hours will be funded by the Owner's contingency.
- 30 The GMP requires Owner removal of all items they wish salvage or relocate from the building to allow commencement of the abatement and demolition of the existing school building on or before March 4, 2024. There will be no access to the existing gym, locker rooms or fitness room after that date. The Owner shall remove any items to be salvaged (other than those assigned to the contractor in the contract documents) no later than March 18, 2024. There will be no access into the existing building after March 18, 2024.
- 31 The GMP excludes safe and legal removal of all chemicals and other hazardous materials other than those identified for disposal by the contractor in the contract documents. The Owner is responsible for the removal of the items not assigned to the contractor by March 18, 2025.
- 32 The GMP and athletic field construction timeframe is based on the assumption that all excess fill onsite is "clean" fill as characterized by CT DEEP for hauling and offsite disposal. The GMP excludes the removal of contaminated and/or polluted soil if required.

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- 33 The GMP includes trade contractor personnel background checks, badging, temporary security fencing at contractor staging areas and temporary site lighting are included in the GMP. Watchmen or additional security services are to be provided by the Owner, as deemed necessary.

- 34 The GMP includes keeping the digital file of all testing agent reports and City inspection records, however the GMP excludes maintenance of a log to track Owner's testing agent reports and records per specification 01 4000 3.1.A. The GMP includes maintenance of a log of testing and inspections performed by entities other than the Owner's Testing agent and City Building inspectors.

- 35 The GMP excludes the quality control Water-Spray test on the mock up per specification 01 4339.B.1 and on the installed window systems per specification 08-4113.3.4.B, 08 4413.3.4, and 08 5113.3.3; these tests shall be provided by the Owner's testing agent.

- 36 The GMP includes installation of temporary horizontal and vertical control benchmarks for the purpose of verification during construction only, and does not include permanent benchmarks as described in specification section 01 7300.3.4.C. The GMP includes a final as built survey of the installed below grade utilities and the Final Property Survey within the limits of the property for site improvements only as described in specification section 01 7300.3.4.D. The GMP excludes an A2 survey of the site topography and recording of the Final Property Survey per specification section 01 7300.3.4.D.2. The GMP excludes the Foundation As Built to be provided prior to building construction per the Grading and Zoning Permit approval.

- 37 The Architect shall provide Contract Documents that meet the SMACNA – Spatial Coordination Standard and Acceptable Industry Practices for Spatial Coordination and the CM will be executing coordination per that standard. Any additional cost that results from additional scope as defined by this referenced standard incurred by the CM and/or the trade contractors is excluded from the GMP and shall be funded by the Owner's contingency.

- 38 The GMP includes videography of the Owner training for systems and equipment identified in Specification 01 7900 with the exception of systems covered under Specification 01 9113 General Commissioning. The GMP excludes training videography of the systems identified in Specification 01 9113, the commissioning agent shall coordinate and provide videography for those trainings. O&G shall coordinate and assist with the vendor coordination for the training.

- 39 The GMP excludes the preparation of the record specifications as specified in Specification 01 7839.1.5. The GMP includes providing a record copy of all approved product data submittals in pdf form organized by specification section per specification 01 7839.1.6.

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- 40 The GMP excludes the requirements to achieve the CT HPS points for Building Flush out, and the 50% and 75% recycled material or salvaged construction and demolition debris, per Specification Section 01 8113. The schedule does not allow for a building flush out and the materials from the existing building demolition are assumed hazardous and cannot be salvaged or recycled. All new construction debris will be sorted and sent to a recycling facility. A good faith effort will be made to achieve the point for the 20% local materials, however achievement of this percentage shall not be a requirement of the contract.

- 41 The Security and Access control scope of work described by the PH 1 drawings Y000.1, Y-101, Y-102 and Y-301 and the PH 1 Div. 27 and 28 specifications are included in the BP 1.01 Sitework C.J. Fucci trade contract as a \$25,000.00 trade cost allowance. The final cost of the scope will be reconciled by a trade contract Change Order, any costs in excess of the trade cost allowance are the responsibility of the Owner.

- 42 Two 4-hour sessions are included in the GMP for training on the PH 1 S2 security system modifications and access control door hardware in lieu of the training requirements specified in section 28 1300 3.7.C of the Access Control System specification.

- 43 The GMP costs and project are based upon receiving approval of this GMP no later than November 15, 2022.