

Imagine Clearwater

Guaranteed Maximum Price (GMP 2) Sitework

Clearwater, FL
March 25, 2021



SKANSKA

 **Stantec**

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1 – GMP 2 Summary

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Executive Summary / Project Overview

This GMP 2 is based upon the documents prepared by Stantec along with Skanska Drawing Markups and Narrative as well as Duke Energy Guidelines. Further project scope definition has been developed by Skanska USA Building Inc., and various assumptions that are attached to this proposal.

This GMP 2 proposal incorporates the value of all associated construction work as of this date and reflects the decision on scope and quality as they have been decided by the client and A/E team.

Skanska USA Building Inc. recommends that the attached documents be carefully reviewed; questions and comments be referred back to us for resolution; and the overall project be approved for further progress.

Based on the scope of Work, schedule, logistics plan, execution plan, approved Preconstruction Cost Events and other content identified or included in the "Basis of GMP 2" section, Skanska hereby proposes a GMP 2 of **\$12,943,812** to complete such scope of Work for this Project.

The Project Schedule upon which the GMP 2 is based is appended to this GMP 2 Proposal. The Project Schedule identifies the schedule milestones and associated completion dates set forth in Table 1-1 for the Project.

Table 1-1

No.	Milestone Description	Completion Date
1	Issuance of Notice to Proceed	April 22, 2021
2	Substantial Completion (Overall Project)	April 24, 2023
3	Final Completion (Overall Project)	June 24, 2023

This GMP 2 Proposal is valid for a period of 60 days after the date of this GMP 2 Proposal

1 – GMP 2 Summary

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Guaranteed Maximum Price Summary

EXECUTIVE SUMMARY GMP 2 March 25, 2021

Site (Acres) 24

Direct Cost of Work:

01b: Temporary Fencing	\$ 66,850
31a: Sitework / Earthwork / Site Demolition	\$ 3,089,948
31c: Underground Wet Utilities	\$ 3,072,118
31d: CLOMR Wall & Revetments	\$ 1,211,150
Material Testing Allowance (Compaction, Soil Testing, Proctors & Concrete Testing for CLOMR Cap)	\$ 250,000
Survey Allowance (Skanska Control & QC Layout Checks)	\$ 100,000
Marina Electrical Service Relocations/ Adjustments to Accommodate New Park Design / Accounting for minimal disruption of power or to maintain service	\$ 250,000
GMP 1 Duke Energy Enabling Work Adjustment Allowance to Account for Grade Changes	\$ 20,000
Direct Cost of Work General Requirements (Field Office, Dumpsters, Temp Toilets, Composite Cleanup)	\$ 168,850

Total Direct Cost of Work: \$ 8,228,916

Contingency:

Contractor Construction Contingency	4.00%	\$ 329,157
Owner Construction Contingency Allowance	6.00%	\$ 493,735
General Conditions	Lump Sum	\$ 2,977,234

Insurances & Bonds:

Sub Bonds / SDI	1.42%	On Cost of Work & Contractor Contingency	\$ 121,525
Building Permit		BY OWNER	
Misc Permits/Fees (LDP, Tap Fees, Etc.)		BY OWNER	
CCIP	2.58%	On Total Construction Cost	\$ 333,950
Builder's Risk		BY OWNER	
Skanska P&P Bond	0.41%		\$ 52,853
Fee	3.50%	On Direct Cost of Work + Lump Sum GCs/GRs	\$ 406,441

Total Construction Cost: \$ 12,943,812

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This section of the Guaranteed Maximum Price Proposal describes exclusions, assumptions, and clarifications.

For those items that are identified as **excluded**, no cost or time has been accounted for in the GMP 2 to address the issue. For those items that are **clarified, qualified** or based on an **assumption**, the GMP 2 reflects only the cost and time of the element as assumed or clarified.

Any differences to the following exclusions, clarifications and/or assumptions will result in a change to the GMP 2.

Cost Basis of GMP 2 Site Work (Site Work, Earthwork, Site Selective Demolition, Wet Utilities CLOMR Wall & Revetment and Temporary Fencing)

Skanska USA's GMP 2 Site Work (Site Work, Earthwork, Site Selective Demolition, Wet Utilities CLOMR Wall & Revetment and Temporary Fencing) Proposal is based upon the following:

1. Plans, specifications, and RFI responses
2. Skanska USA's Guaranteed Maximum Price Proposal (dated **March 25, 2021**)
3. The Project Agreement dated **December 19, 2019**
4. These General Exclusions, Qualifications and Assumptions
5. The following documents:
 - a. The Package Specific Assumptions and Clarifications dated **March 25, 2021**
 - b. Document Log dated **March 25, 2021**
 - c. Owner, Contractor Responsibility Matrix (Site Work) dated **March 25, 2021**
 - d. Site Work Schedule with Data Date **March 11, 2021**
 - e. Bid Documents for Site Work dated **January 29, 2021**

Changes or revisions to the foregoing information will result in a modification to the GMP 2 and require modifications to the Overall Project Schedule. Documents, communications and information not included in the foregoing list, including for instance, any third-party agreements are not accounted for in the GMP 2 Proposal. As such, the Owner must carefully review all of the criteria used to develop this GMP 2 Proposal and request any revisions to the same, so that a modified GMP 2 proposal can be prepared.

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General Qualifications

1. GMP 1 (Enabling Work) is not included in this GMP 2. For the total project scope value covered by GMP's you would add GMP1 and this GMP 2. All GMP 1 qualifications and assumptions remain.
2. The GMP 2 is based upon materials with color and configuration from the manufacturer's standard selections, unless specifically noted otherwise in this document.
3. Use of union labor/prevailing wage is not mandatory and has not been considered in this GMP 2.
4. The GMP 2 does not include the cost of a professional engineer's stamp on any subcontractor's or vendor's shop/fabrication drawings. Where contract documents require that design information be provided by the Construction Manager, design information (including calculations and certifications) will be provided by trade contractors. The Construction Manager will rely on the trade contractor's in so doing. The Guaranteed Maximum Price does not include any costs and expenses to conduct an independent review of such design information, and does not include costs and expenses resulting from any deficiencies or inaccuracies in these calculations or certifications.
5. GMP 2 does not include any costs associated with reviews, design changes or delays by insurance underwriters such as IRI or FM. Labor, materials and equipment, and the related cost thereof, and impacts to the Project Schedule arising from or in connection with, inspections or requirements imposed by Factory Mutual or similar insurance underwriters, and not expressly set forth in the Drawings and Specifications, are excluded.
6. Sales tax on materials is included.
7. GMP 2 proposal assumes unfettered legal access to the project site at all times, limited to areas identified on the Project Logistics Plan.
8. GMP 2 excludes costs and/or schedule implications related to handling, removing, and/or abating any hazardous materials (including but not limited to, asbestos, lead, petrochemicals, etc).
9. GMP 2 excludes costs and/or schedule implications related to handling, removing, and/or abating any contaminated ground water or unsuitable soils. Skanska will stockpile any unsuitable materials associated with our work for handling and removal by the City of Clearwater.
10. During GMP 1 Skanska and Owner through its Architect-Engineer performed some limited site investigation. This included potholing exiting utilities shown on the Contract Drawings when installing the Enabling Conduit Work. By way of example the following investigations were conducted:
 - a) Stantec potholing and physically locating in horizontal and vertical elevations the existing utilities shown on drawings to discover that they are conflict with the IWF location as shown on the documents. Stantec is currently modifying the IWF design to accommodate located existing utilities.
 - b) Potholing to locate existing subaqueous water force main near the Boathouse that was found to not be located as indicated on the drawings.

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- c) Skanska located an unforeseen storm sewer conflict structure next to Duke manhole #22, (currently not indicated on the documents) while installing the Duke Energy Conduits. Skanska coordinated a no cost resolution that Duke Energy is implementing.
- d) While installing the Duke energy conduit at the South Bluff Skanska located an existing unforeseen sanitary line. This line will be in direct conflict with the current design. Stantec will need to provide a new sketch showing the rerouting of this lateral, Skanska has carried an allowance to account for resolving this unforeseen condition.

Additional utility investigations will be performed as to identify the actual location of existing utilities shown on the documents. The work required to locate these utilities is within GMP 2.

However, if existing utilities shown in the documents are found in significantly different locations and / or if unforeseen / unknown utilities are discovered and the unforeseen conditions impact installation of new Work, the cost of any work required to address the unforeseen condition is not included in GMP 2..

Note 8 on C-001 is excluded. GMP 2 excludes costs and/or schedule implications related to any unforeseen conditions.

11. GMP 2 does not include construction activities outside of the defined project limits.
12. No costs have been included for materials testing and / or inspections except as noted below. No testing or inspections anticipated with the exception of compaction testing and concrete testing associated with earthwork activities, underground wet utilities including only sanitary, storm, sanitary force main, reclaimed water main, water and fire underground as noted on the Civil drawings as well as concrete testing at CLOMR walls.
13. Refer to Owner-Contractor Responsibility Matrix for additional clarifications as it relates to the scope of work included within the GMP 2.
14. A phased construction schedule is not included for the Site Work (Site Work, Earthwork, Site Demolition, Wet Utilities CLOMR Wall & Revetment and Temporary Fencing). The GMP 2 assumes that the Work can happen without interruption.
15. This is not a LEED project. Cost to meet LEED requirements that may be included in the specifications are not included in GMP 2.
16. The GMP 2 assumes participation in the Owner's Direct Purchase (ODP) program given timely approvals are provided to allow release of materials per scheduled completion. Should approval of the Owner Direct Purchase delay release of materials, it will require a schedule extension at additional cost to the Project. Upon reconciliation of all purchase order amounts, a final change order may be executed to finalize the amounts for all Subcontractor deductions and sales tax savings. Following reconciliation, any unspent material costs remaining in the Owner's purchase order will be returned to the Contractor by a Change Order.

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17. Neither the GMP 2 nor the project schedule upon which GMP 2 is based contemplate any project delays, suspensions, disruptions, cost escalations or other impacts caused, directly or indirectly, by the coronavirus disease, or any other epidemic or pandemic or any resulting government action.
18. This GMP 2 Proposal is valid for a period of 60 days after the date first set forth above, but subject to cost and schedule adjustments if the Notice to Proceed is delayed, as discussed in paragraph 23. If Owner does not accept this GMP 2 Proposal within such validity period, Skanska reserves the right to further adjust the GMP 2 and Project Schedule to account for changes in market and other conditions that impact cost and/or the Project Schedule.
19. For those items that are excluded, no cost or time has been included in this GMP 2 Proposal to account for such items. For those items that are clarified, qualified or based on an assumption, this GMP 2 Proposal reflects only the cost and time associated with the items as assumed, qualified or clarified. All content in this Section 2 is intended to more clearly define and/or limit Skanska's scope of responsibility under the Contract regardless of whether or not any specific sub-item in this Section 2 may not use terms such as "assume", "qualify", "clarify" or similar terms or derivations thereof.
20. Changes to or deviations from any aspect of the Basis of GMP 2 Documents that impact cost and/or schedule may entitle Skanska to a change order, subject to its compliance with the notice provisions within the Agreement, equitably adjusting the GMP 2 and/or Project Schedule.
21. Documents, third-party agreements, commitments to third parties, design criteria and any other information not expressly included in the Basis of GMP 2 Documents are all excluded.
22. **Coordination with Others.** This GMP 2 Proposal is based on the assumption that the members of the Design Team and Owner's other contractors and personnel performing work or services in connection with the Project will:
 - a) Comply with Skanska's site-specific safety program and maintain an injury free environment when work or services are performed at the Project site.
 - b) Perform work and services, including without limitation installation of Owner-furnished equipment and materials and issuing timely responses to RFIs and submittals, in accordance with the Project Schedule (as such schedule may be amended from time-to-time).
 - c) Perform work and services so as to not impact Skanska's ability to perform its Work in accordance with the Logistics Plan.
 - d) Perform work and services (including inspections), so as to not impact Skanska's ability to maintain or accelerate the Work under the Project Schedule.
 - e) Provide detailed schedule, logistics, and technical information when and as requested by Skanska so as to enable Skanska to timely coordinate interfaces with the Design Team and other contractors and to maintain or accelerate elements of the Project Schedule so as to achieve necessary progress and milestone completion dates.

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- f) Be solely responsible for coordinating rough-ins to be provided by Skanska and for making final connections of all Owner-furnished equipment to the rough-ins provided by Skanska.
- 23. **Notice to Proceed.** This GMP 2 Proposal is based on the assumption that Owner will issue a notice to proceed ("NTP") (with all conditions precedent identified below, if any, satisfied) on or before April 22, 2021 ("Notice to Proceed Date") and that Substantial Completion will be achieved on or before April 24, 2023, as such duration may be modified in accordance with the Contract. If Owner has not issued an effective NTP by the Notice to Proceed Date, Skanska shall have no obligation to commence any part of the Work, until Skanska and Owner: (a) reach agreement on the scope and nature of equitable adjustment to GMP 2 and Project Schedule, including full compensation to Skanska and its Subcontractors and Sub-subcontractors for the delay in issuing NTP and; (b) Owner satisfies all conditions precedent to the effectiveness of the NTP set forth below.
 - 1) Applicable Permits must be issued
 - 2) All permit Fees Paid
 - 3) Owners Builders Risk Policy must be in place as reviewed & agreed to by Skanska
 - 4) GMP Amendment or Purchase Order issued and fully executed

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24. Contingency.

An Owner **contingency** allowance of **\$493,735** has been included in GMP 2 to address issues such as, by way of example and not limitation, Design Team's completion of design, enlarging the size of the Project, unforeseen conditions, comments from authorities having jurisdiction, commodity and/or material price escalation, modifications to or acceleration of the Project Schedule, increased quality or quantity of Project components not currently reflected in the Drawings or Specifications, or other conditions/circumstances for which Skanska would be entitled to a Change Order under the Contract.

In preparing this GMP 2 Proposal, Skanska included a **contractor contingency** in the amount of **\$329,157** for Skanska's exclusive use (hereinafter the "Construction Contingency") to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. Construction Contingency shall be available for Skanska's exclusive use at any time, including at the time of final payment, for reimbursement of costs and expenses: (1) reasonably incurred by Skanska in performing the Work, (2) of a type that are reimbursable under the Contract as a Cost of the Work, and (3) that are not otherwise the basis for a Change Order (it being understood that the Construction Contingency shall not be used to fund any Work which would otherwise be subject to a Change Order); including, by way of example, but not limited to, (a) Work items inadvertently omitted during the estimating and bidding process, (b) schedule recovery costs, (c) cost increases due to unanticipated local labor and material market conditions, (d) interfacing omissions between and from the various categories of Work; (e) additional costs incurred due to the withdrawal or disqualification of a Subcontractor bid forming the basis for the GMP 2 prior to signing of a written subcontract, and (f) excess Subcontractor completion costs arising from Subcontractor default. Skanska shall furnish to Owner a monthly Contingency Log showing all reimbursements from the Construction Contingency. This is not a Line item GMP. The Construction Contingency shall be increased automatically by the net savings, if any, realized through subcontract and/or purchase order buyout or due to other under runs against the various amounts and allowances that compose the overall GMP 2. Any amount remaining in the Construction Contingency at final payment shall be counted as savings for purposes of determining any shared savings, if applicable.

25. Retainage is included at 5% in GMP 2 through Project Substantial Completion at which time a reduction to 2.5% is expected.
26. Confirmation by the Engineer that all or part of the Work is Substantially Complete shall establish the start of the Warranty/Correction Period and will be final acceptance of the Work for the purpose of warranty and maintenance obligations as the Owner will take possession of the Project at that time.
27. GMP 2 includes a Fee of 3.5% on the Direct Cost of Work plus lump sum GC's / GR's. This includes all costs of any ODP credits that goes back to the Owner to facilitate sales tax savings. No fee is calculated on top of insurances & bonds. Fee to be charged on contingency only when contingency is utilized and will be taken out of contingency at that time.

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Fee Markup on Add Changes to the Work is qualified in GMP 2 to be:

1. For Labor – 15% broken down as follows – 10% to self-performing subcontractors and 5% to the contractor
2. For Materials – 10% by subcontractor and 5% to the contractor

28. The Contractor General Conditions are based on a Lump Sum Basis in GMP 2 and are to be billed equally monthly for the duration of the project. The General Conditions included in GMP 2 are limited to (15) months, May 2021 through July 2022, for construction services phase.

29. Escalation.

Skanska has not included any contingency to account for price escalation resulting from any change in law or tariffs that may be enacted by a governing body. The proposed GMP 2 excludes any additional cost resulting from price escalation arising out of a change of law or tariff. The Guaranteed Maximum Price (GMP 2) assumes a Notice to Proceed of April 22, 2021 and the Guaranteed Maximum Price Proposal as submitted is good for 60 days from March 25, 2021.

30. This GMP 2 Proposal is based on the assumption that materials and equipment are from the applicable suppliers/manufacturer's standard selections and configurations, unless expressly noted otherwise in the Drawings or Specifications.

31. Sole-Sourcing.

All Project components and third-party services to be furnished by Skanska are assumed to be nonproprietary and available from multiple sources. In the event of any component or third-party service is specified on a sole-source basis, this GMP 2 Proposal assumes that Skanska's liability arising out of the performance by the sole-source subcontractor or supplier shall be limited to and in no event exceed the liability assumed by any such sole-source subcontractor or supplier in connection with the Project.

32. Specified Performance Criteria.

Any manufacturers referenced in the Specifications are for basis of design only and shall not preclude Skanska from offering an "or equal" manufacturer. If the Design Team specifies "performance criteria" for any components to be included in the Project, Skanska assumes that the named component manufacturer(s) are deemed to comply with all specified performance criteria and that Skanska shall only be obligated to demonstrate that a proposed "or equal" component complies with the specified performance criteria.

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33. **Special warranties, certifications and other requirements** that exceed manufacturer standard warranties, and implied warranties, are all excluded except to the extent expressly specified in the Contract Documents.
34. All **warranties** included in the Contract Documents that survive beyond Skanska's one year repair/replacement obligation time period set forth in the Contract shall be assigned to Owner following the expiration of such one year time period. Thereafter, Skanska's sole obligation and Owner's exclusive remedy shall be for Skanska to reasonably assist the Owner in enforcing such warranties provided by Subcontractors.
35. If contractual terms and conditions are included in the Division 1 specifications or other sections of the Specifications provided by the Design Team, such terms and conditions shall be inapplicable and only the terms and conditions set forth in the Contract and/or this GMP 2 Proposal shall apply. Skanska GMP 2 specifically excludes all Division 1 specifications issued by the Design Team.
36. This GMP 2 Proposal is based on the assumption that the Drawings and Specifications prepared by the Design Team comply in all respects with all applicable building code requirements, applicable laws, and the programming, aesthetic, quality and other Project requirements prescribed by Owner orally or in its existing standards, guidelines or Project-specific documents as well as City development standards and codes such as by example, the Downtown Development Code.
37. All Owner-furnished material and equipment, and any related required submittals and/or design information, shall be furnished and installed by or on behalf of Owner in accordance with the Project Schedule. As part of its obligations, Owner shall provide detailed design, location, dimension, sizing and other technical information detailing all required rough-in and final connections to the Owner-furnished equipment. All Owner-furnished equipment and final connections shall be coordinated to the rough-ins provided by Skanska.
38. This GMP 2 Proposal is based on the assumption that "time is of the essence" or similar provisions in the Contract, if any, shall only apply to Substantial Completion of all Work and/or specified milestone dates mutually agreed upon by Owner and Skanska.
39. This GMP 2 Proposal is based on the assumption that, outside of City ordinances, (i) there are no applicable limits, restrictions or constraints on work hours, noise generation and/or vibration generation with respect to Skanska's performance of the Work on the Project site, and (ii) only customary limits, restrictions and constraints consistent with industry standards apply.
40. This GMP 2 Proposal excludes costs and/or schedule impacts arising from or in any way related to (i) handling, removing, and/or abating any hazardous wastes/materials, (ii) handling, removing, and/or abating any contaminated groundwater, and (iii) any unforeseen conditions at the Project site or in connection with the performance of the Work. If hazardous or contaminated materials are identified during construction Skanska will notify Owner immediately for Owner's investigation, survey and determination of plan for handling and removal by the City of Clearwater.

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41. **Contractor Controlled Insurance Program.** Skanska will furnish and directly or indirectly administer a Contractor Controlled Insurance Program ("CCIP") providing for General Liability, Worker's Compensation and Excess/Umbrella coverage required to be furnished by Skanska and its Subcontractors and Sub-subcontractors under the Contract. The CCIP shall only cover and apply to on-site exposures for participants enrolled in the CCIP. Invoicing by Skanska for furnishing the CCIP will be as set forth below. The cost of CCIP will be added to all Change Orders though final completion. Skanska and all Subcontractors and Sub-subcontractors that perform any part of the Work on the Project site are expected to be covered, excluding Subcontractors/Sub-subcontractors performing or supplying architectural or engineering services, waste management/hauling services, temporary toilets, field offices and related incidental services/supplies, surveying, materials testing, elevators, structural demolition and/or abatement, if any. Owner's separate contractors and the Design Team and other professionals of any tier retained by the Owner or Design Team shall not be enrolled in or covered by the CCIP. The Owner is required to obtain insurance similar in scope and coverage limits as required from Skanska from those unenrolled/uncovered parties and to require from those parties that Skanska is listed as an Additional Insured on all of applicable policies.
42. **Invoicing for Insurance and Bonds.** Premiums for insurance and bonds are part of the Cost of the Work and shall be paid by Owner to Skanska as set forth below. The entire estimated value of all such insurance and bond costs shall be included in and paid by Owner as part of Skanska's first monthly Application for Payment after execution of the GMP 2 Amendment and after execution of each Change Order increasing such insurance and bond costs. Premium for Bonds and Insurance. Premiums for bonds and insurance will be provided at the rates specified in this section. Owner acknowledges that all specified rates have all been negotiated, will be charged by Skanska under the Contract and are auditable only to determine the proper application of the rates under the Contract and not the composition of such rates.
 - 1) Subcontractor Default Insurance ("SDI") at the rate of 1.42% multiplied by the actual Cost of the Work & Contingency.
 - 2) Subcontractor Performance and Payment Bonds at actual cost invoiced by Subcontractor's surety for Subcontractors that do not prequalify for enrollment in SDI.
 - 3) Contractor Controlled Insurance Program ("CCIP") at the rate of 2.58% multiplied by the approved GMP 2 amount. Thereafter the CCIP rate will be added to and included in the cost of any Change Orders that increase the value of the GMP 2.
43. **Skanska Performance and Payment Bonds (P & P Bonds)** at the rate of .41% multiplied by the approved GMP 2 amount. Thereafter the P&P Bonds rate will be added to and included in the cost of any Change Orders that increase the value of the GMP 2.

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44. **Review of Skanska Insurance Policies.** Skanska assumes that the furnishing of a Certificate of Insurance will demonstrate that Skanska has obtained insurance compliant with its obligations under the Contract. This insurance is provided through the Skanska's proprietary corporate insurance program and if Owner wants to review such insurance policies, Skanska will afford the Owner an opportunity to do so at a time and place mutually agreed upon with Skanska's Vice President, Insurance and Surety. If Owner requires Skanska to furnish a copy of any such policy, to avoid disclosure of proprietary information Skanska must purchase a Project-specific policy at additional cost that excluded from the GMP 2.
45. **Owner Direct Purchase Program.** Skanska acknowledges that Owner is implementing a direct purchase program pursuant to Florida Statute Section 212.08(6) to avoid sales tax on materials incorporated into the Project (the "ODP Program"). Owner acknowledges and agrees that (i) all deductive change orders issued by Skanska to its Subcontractors participating in the ODP Program and corresponding deductive Change Orders issued by Owner to Skanska under the ODP Program (collectively the "ODP Change Orders") include the costs of materials and the applicable Florida state sales tax, (ii) the value of the ODP Change Orders will be based on estimated quantities and costs, except when the ODP Change Order expressly involves the purchase of a single item with a predetermined fixed value, and (iii) the actual costs incurred for materials under the ODP Program will be reconciled with the estimated costs and if the aggregate cost actually incurred by Owner to purchase the materials is less than the value of the ODP Change Order minus applicable sales tax (the "Underrun"), then Owner will issue to Skanska an additive Change Order in the amount of the Underrun plus the applicable sales tax on such Underrun value, and Skanska will issue a corresponding additive change order to the applicable Subcontractor. Table 2-3 presents an illustration of the foregoing calculation.

Table 2-3
ODP Additive Change Order Illustration

Description of Purchase	Pretax Value	6% Sales Tax	Deductive ODP Change Order Value	Final Value of Purchase	Pretax Value of Underrun	6% Tax on Underrun	Additive Reconciliation Change Order Value
Paint	\$100,000	\$6,000	\$106,000	\$75,000	\$25,000	\$1,500	\$26,500

46. **General Conditions Section 6.5** – Skanska wishes to clarify its understanding that the indemnification requirements of this section applies to third party claims of adjacent property owners or occupants.
47. **General Conditions Section 6.6** – the GMP 2 Proposal is submitted based on the understanding that this section does not apply to material or equipment specified by the design, unless Skanska or the subs knew or should have known of the obligation to purchase a license.

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48. GMP 2 Site Work (Site Work, Earthwork, Site Demolition, Wet Utilities CLOMR Wall & Revetment and Temporary Fencing) is based on and includes the following additional documents:
 - 1) The Package Specific Assumptions and Clarifications dated March 25, 2021
 - 2) Document Log dated March 25, 2021
 - 3) Owner, Contractor Responsibility Matrix (Site Work) dated March 25, 2021
 - 4) Site Work Schedule with Data Date March 11, 2021
 - 5) Bid Documents for Site Work dated January 29, 2021
49. Project completion dates contained herein rely on future & final GMP Notice to Proceed date to be by July 22, 2021.
50. GMP 2 excludes any site security beyond the temporary fencing and gates.
51. GMP 2 does not anticipate any conflicts between the Work and any existing seawall tie backs or dead-men as the design does not indicate any as existing and has not anticipated any on the documents.
52. GMP 2 excludes any project webcam.
53. GMP 2 relies on the City having nesting birds on site poles removed by the time the Notice to Proceed is issued.
54. Alternate pricing is good for 60 days from the date of this GMP 2 (March 25, 2021) and relies on a Notice to Proceed by April 22, 2021.
55. Skanska has included an allowance for materials testing to be used for (GMP 2 Limited Scope) and includes the following:
 - 1) Soil monitoring and testing (Proctors & Compaction)
 - 2) Concrete Testing of CLOMR Wall Cap
56. The buyout of bid packages will be performed in compliance with the Contract with the understanding that Skanska will conduct post-bid interviews and that all bids will be reviewed and leveled by Skanska before the lowest responsive proposal is accepted.
57. GMP 2 includes an allowance for adjustments to GMP 1 (Duke Energy Enabling Work) to account for grade changes in the final design.
58. GMP 2 includes an allowance for marina electrical service relocations / adjustments associated with accommodating the new park design and / or accounting for minimal disruption of power or to maintain service.

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Allowances

Cost allowances have been established for certain items, as outlined below. These allowances are intended to provide compensation for all direct costs associated with each of these items including, without limitation, materials, equipment, labor, taxes, fees, etc.

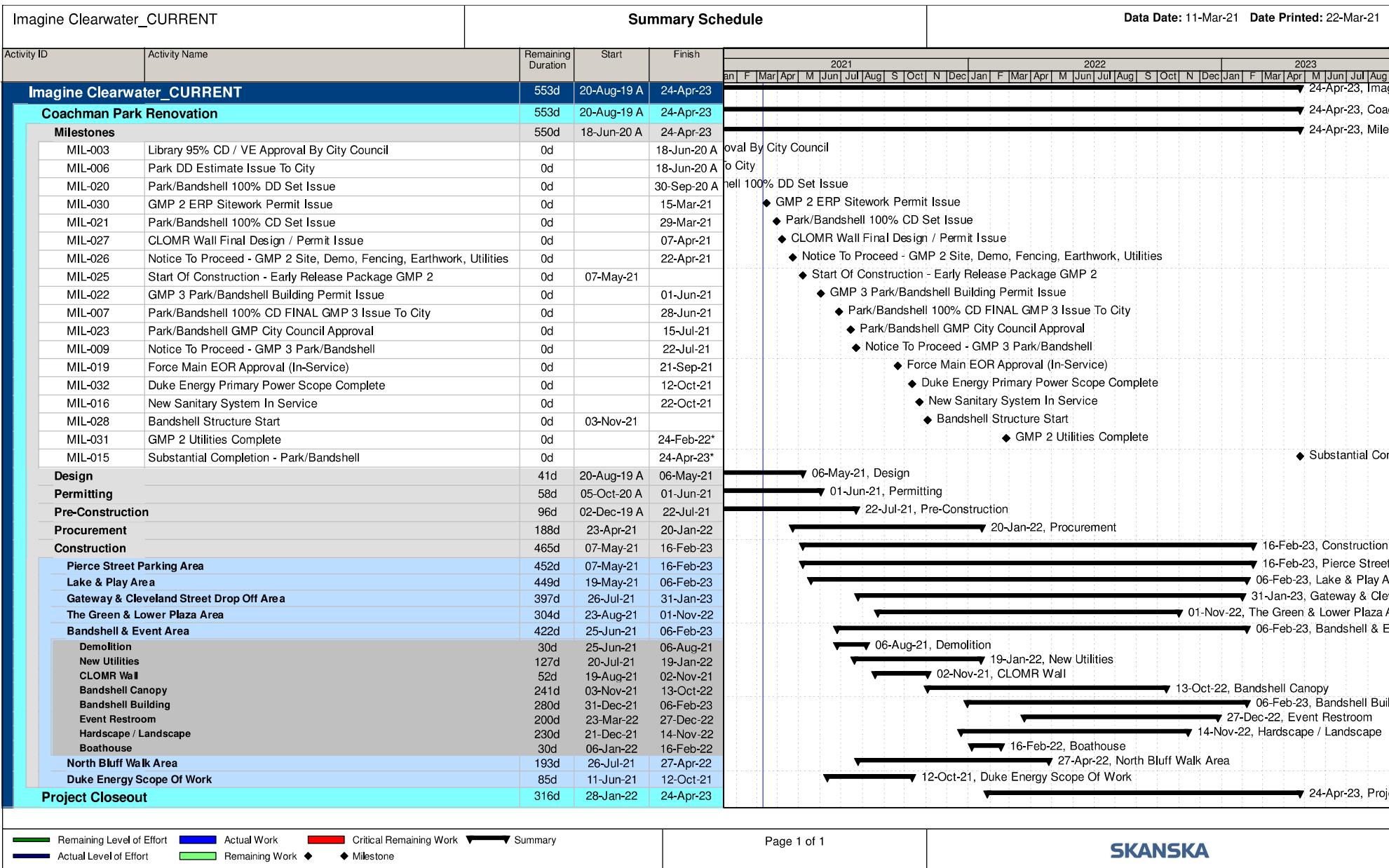
1. Stabilized Crane Access Road (Line Item 31A)_____ \$50,000
2. Demolition and / or filling of existing Duke Energy manholes & pull boxes (Line Item 31A)____ \$20,000
3. Demolition of site light poles that are noted to be removed by Duke Energy that are not Duke Energy Poles_____ \$5,000
4. Earthwork Allowance (Unsuitable Soils) (Line Item 31A)_____ \$250,000
5. Rework of the existing sanitary sewer line that services the existing City Hall building (Line Item 31C)_____ \$25,000
6. Additional line stop @ 20" Existing HDPE waterline if existing valve does not hold (Line Item 31C)_____ \$20,000
7. City & Permit Review Comments Allowance (Line Item 31C)_____ \$136,000
8. CLOMR Wall & Revetment Revisions Allowance (Line Item 31D)_____ \$250,000
9. Matls Testing (Compaction, Soil Testing, Proctors & Concrete Testing for CLOMR Cap)____ \$250,000
10. Survey (Skanska Site Control / QC check of Subs / Building Control)_____ \$100,000
11. Marina Electrical Service Relocations/ Adjustments to Accommodate New Park Design____ \$250,000
12. GMP 1 Duke Enabling Work Adjustment Allowance to Account for Grade Changes____ \$20,000
13. Owner Contingency Allowance_____ \$493,735

2 - Basis of Guaranteed Maximum Price

Imagine Clearwater - Sitework, Earthwork, Site Selective Demolition, Wet Utilities, CLOMR and Temp Fencing
Guaranteed Maximum Price (GMP 2)
March 25, 2021

Schedule

See attached

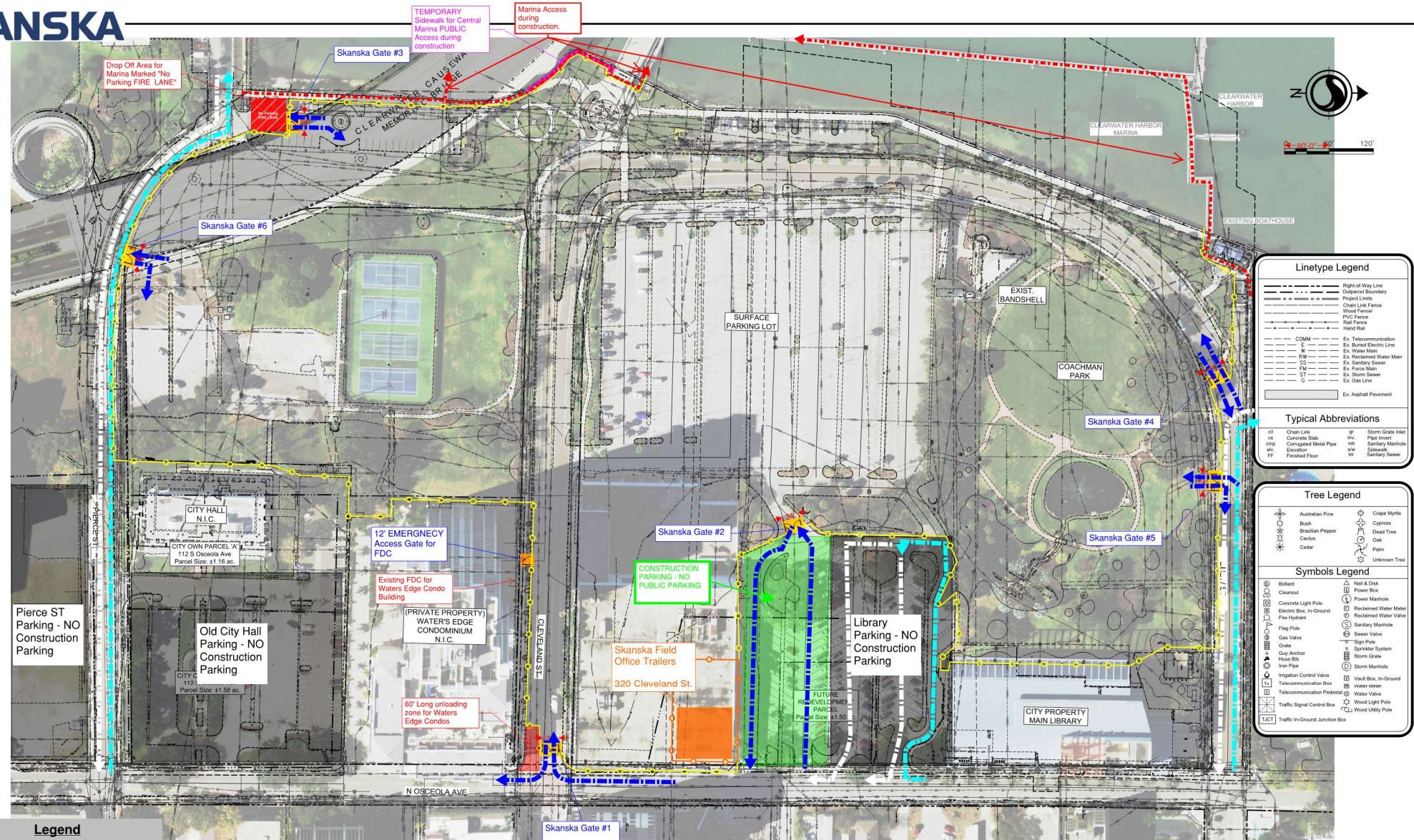


2 - Basis of Guaranteed Maximum Price

Imagine Clearwater - Sitework, Earthwork, Site Selective Demolition, Wet Utilities, CLOMR and Temp Fencing
Guaranteed Maximum Price (GMP 2)
March 25, 2021

Logistics Plan

See attached

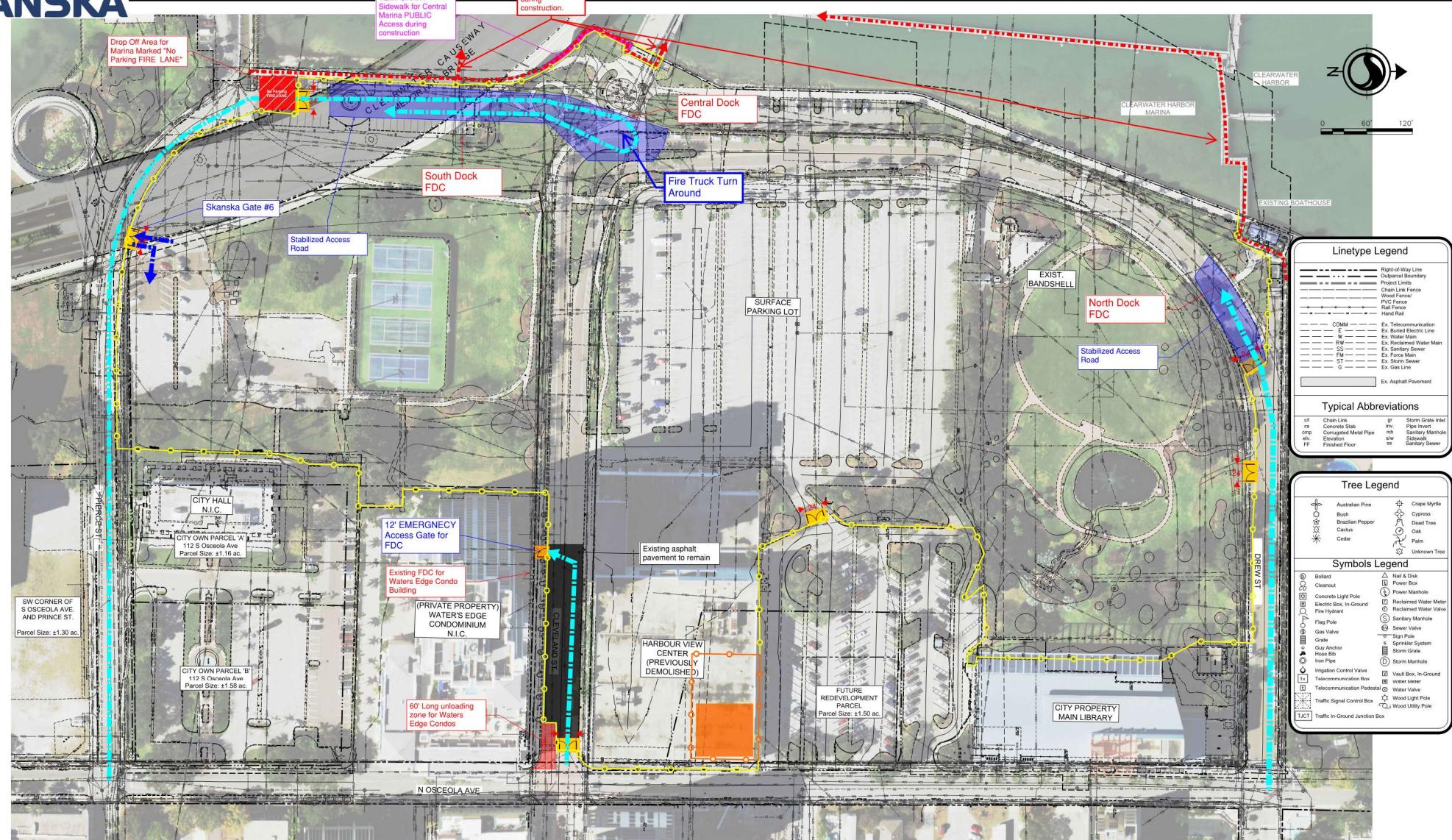


CITY OF CLEARWATER, FLORIDA
ENGINEERING DEPARTMENT
100 S. MYRTLE AVE.
CLEARWATER, FL 33756

Logistics Plan

REV4 Dated 3/4/21

Client/Project CITY OF CLEVELAND, OHIO	Title CIVIL
FOR REFERENCE ONLY	



Legend

Construction Fencing

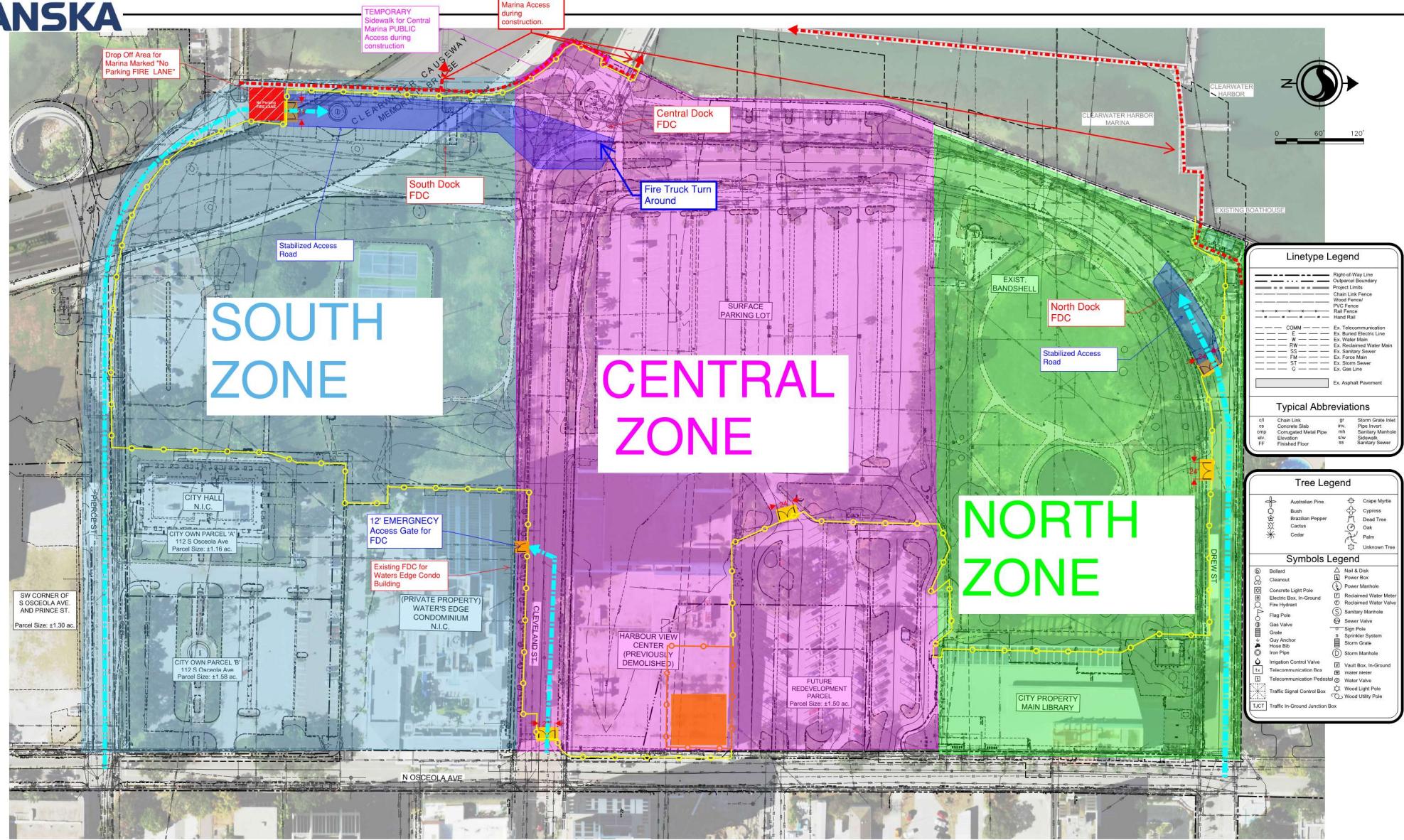
EMERGENCY Vehicle Access Path

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CITY OF CLEARWATER, FLORIDA
ENGINEERING DEPARTMENT
100 S. MYRTLE AVE.
CLEARWATER, FL 33756

Logistics Plan

Clearwater Project
CITY OF CLEARWATER
IMA
CONSTRUCTION
CITY PROJECT NO.: 17-0031-EN / CITY PLAN SET NO.: 2017026
215614389 1" = 60' C-100 N/A



Legend

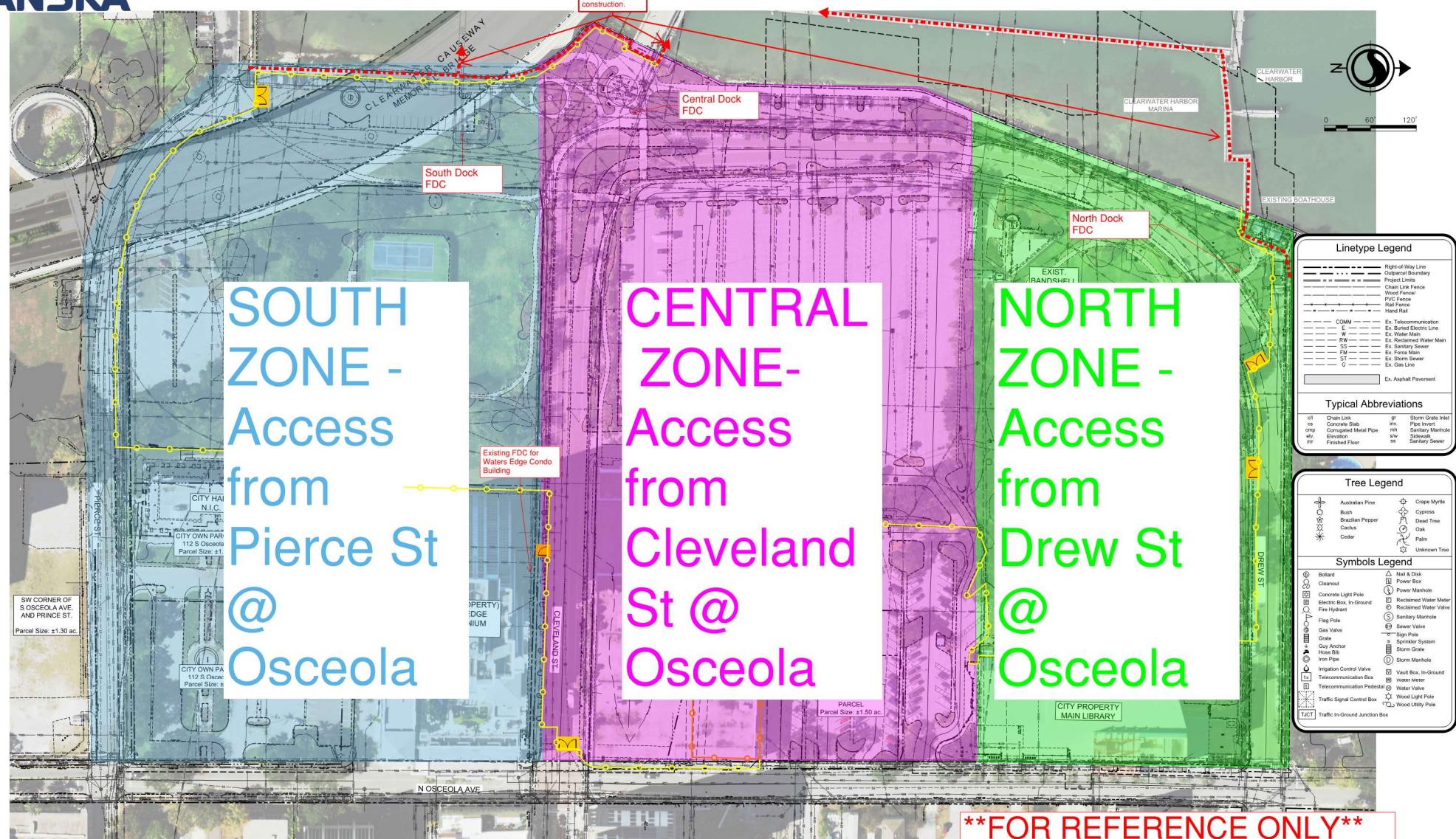
Construction Fencing

EMERGENCY Vehicle Access Path

CITY OF CLEARWATER, FLORIDA
ENGINEERING DEPARTMENT
100 S. MYRTLE AVE.
CLEARWATER, FL 33756

Logistics Plan

City Project
CITY OF CLEARWATER, FLORIDA
IM
C-100
CITY PROJECT NO.: 17-0031-EN / CITY PLAN SET NO.: 2017026
215614389 1" = 60' N/A



Legend			
REVISION	BY	DATE	

Logistics Plan - Emergency Zones

CONDITIONS
Sheet C-100 Revision N / A