

Imagine Clearwater (Enabling Work, Associated  
Site Work & Skanska Mobilization )

# Guaranteed Maximum Price (GMP 1) Duke Energy Conduit

Clearwater, FL  
July 29, 2020



**SKANSKA**





July 29, 2020

Re: **Imagine Clearwater**  
Project No. 17-0031-EN  
**Guaranteed Maximum Price - GMP 1 (Enabling Work, Associated Site Work & Skanska Mobilization (Duke Energy Conduits))**

Dear Mr. Kurtz:

Skanska USA Building Inc. is pleased to submit our Guaranteed Maximum Price (**GMP 1**) for the Imagine Clearwater Enabling Work (Duke Energy Conduits) for the above referenced project per Article 4 section 4.1 of the City of Clearwater Agreement between Owner and Construction Manager for Construction Manager at Risk Services.

The proposal includes:

- Guaranteed Maximum Price Cost Summary
- GMP Subcontractor Scoping Sheet
- Assumptions & Clarifications
- Allowances
- Owner /Contractor responsibility Matrix

Skanska has reached out the subcontractor market and advertised for bids in accordance with the contract to complete this Guaranteed Maximum Price (GMP 1) based on Stantec's Civil Design Development Documents (Imagine Clearwater Park) along with Duke Energy's Requirements and Skanska issued bidding documents (Sketches). The Guaranteed Maximum Price with some assumptions are included and clarified in the documents on the following pages.

Skanska is pleased to submit the Guaranteed Maximum Price (GMP 1) of **\$1,178,504**. We look forward to working with Stantec and The City of Clearwater to complete this project. Please do not hesitate to call if you have any questions regarding our proposal or need additional information.

Sincerely,

*Chuck Jablon*

Sr. Vice President  
Skanska USA Building

cc: Kenneth Duty (Project Executive, Skanska)  
Jonathan Meese (Vice President Preconstruction, Skanska)  
Cynthia Phillips (Preconstruction Manager, Skanska)  
Scott Davis (General Superintendent, Skanska)  
Grady Freeman (Superintendent, Skanska)

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## 1 – GMP Summary

Imagine Clearwater - Enabling Work, Associated Site Work & Skanska Mobilization (Duke Energy Conduits)  
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### Executive Summary / Project Overview

This Guaranteed Maximum Price (GMP 1) 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 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" section, Skanska hereby proposes a Guaranteed Maximum Price ("GMP") of **\$1,178,504** to complete such scope of Work for this Project.

The Project Schedule upon which the GMP is based is appended to this GMP 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 | September 4, 2020 |
| 2         | Substantial Completion        | November 13, 2020 |
| 3         | Final Completion              | January 12, 2021  |

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



## 1 – GMP Summary

Imagine Clearwater - Enabling Work, Associated Site Work & Skanska Mobilization (Duke Energy Conduits)  
Guaranteed Maximum Price (GMP 1)  
July 29, 2020

### Guaranteed Maximum Price Summary

#### City of Clearwater



Imagine Clearwater - Enabling Work, Associated Site Work & Skanska Mobilization  
(Duke Energy Conduits)  
Clearwater Florida

### EXECUTIVE SUMMARY Guaranteed Maximum Price (GMP 1) July 29, 2020

Site (Acres) 26.0

#### Direct Cost of Work:

|  |    |         |
|--|----|---------|
| Electrical Directional Drilling for Duke Energy Conduit                            | \$ | 419,145 |
| Direct Cost of Work General Requirements (Trailers, Lift Station, Trailer Fencing) | \$ | 88,500  |
| Laydown Area Fencing & Screening Allowance   | \$ | 5,000   |
| Sitework Allowance   | \$ | 98,200  |

|                                   |           |                |
|-----------------------------------|-----------|----------------|
| <b>Total Direct Cost of Work:</b> | <b>\$</b> | <b>610,845</b> |
|-----------------------------------|-----------|----------------|

#### Contingency:

|  |          |            |
|--|----------|------------|
| Contractor Construction Contingency      | \$       | 50,000     |
| Owner Construction Contingency Allowance | \$       | 100,000    |
| General Conditions                       | Lump Sum | \$ 338,147 |

#### Insurances & Bonds:

|   |       |  |    |        |
|---|-------|--|----|--------|
| Sub Bonds / SDI                         | 1.42% | On Cost of Work & Contractor Contingency | \$ | 9,384  |
| Building Permit                         |       | BY OWNER                                 |    |        |
| Misc Permits/Fees (LDP, Tap Fees, Etc.) |       | BY OWNER                                 |    |        |
| CCIP                                    | 2.58% | On Total Construction Cost               | \$ | 30,405 |
| Builder's Risk                          |       | BY OWNER                                 |    |        |
| Skanska P&P Bond                        | 0.41% |  | \$ | 5,304  |
| Fee                                     | 3.50% | On Total                                 | \$ | 34,419 |

|                                 |           |                  |
|---------------------------------|-----------|------------------|
| <b>Total Construction Cost:</b> | <b>\$</b> | <b>1,178,504</b> |
|---------------------------------|-----------|------------------|

## 2 - Basis of Guaranteed Maximum Price

Imagine Clearwater - Enabling Work, Associated Site Work & Skanska Mobilization (Duke Energy Conduits)  
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### General Qualifications

1. The Guaranteed Maximum Price (GMP 1) is based upon materials with color and configuration from the manufacturer's standard selections, unless specifically noted otherwise in this document.
2. Use of union labor/prevaling wage is not mandatory and has not been considered in this GMP.
3. The Guaranteed Maximum Price (GMP 1) 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.
4. Guaranteed Maximum Price (GMP 1) assumes the Architect/Engineers design (pull box locations & elevations) complies with all requirements prescribed by City of Clearwater & Duke Energy Standards.
5. Guaranteed Maximum Price (GMP 1) does not include any costs associated with reviews by insurance underwriters such as IRI or FM.
6. Sales tax on materials is included.
7. Guaranteed Maximum Price (GMP 1) proposal assumes unfettered legal access to the project site at all times, limited to areas identified on the Project Logistics Plan for Enabling Work.
8. Guaranteed Maximum Price (GMP 1) 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. Guaranteed Maximum Price (GMP 1) 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. Guaranteed Maximum Price (GMP 1) excludes costs and/or schedule implications related to any unforeseen conditions.
11. Guaranteed Maximum Price (GMP 1) does not include construction activities outside of the defined project limits.
12. No costs have been included for materials testing and / or inspections. No testing or inspections anticipated with the exception of compaction testing and concrete testing associated with the asphalt restoration included in the site work allowance.

## 2 - Basis of Guaranteed Maximum Price

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13. Refer to Owner-Contractor Responsibility Matrix for additional clarifications as it relates to the scope of work included within the Guaranteed Maximum Price (GMP 1).
14. A phased construction schedule is not included for the Enabling Work, Associated Site Work & Skanska Mobilization (Duke Energy Conduits). The Guaranteed Maximum Price (GMP 1) assumes that the conduit and pull box installation can happen without interruption.
15. Escalation contingency is not included. The Guaranteed Maximum Price (GMP 1) assumes a construction start date by September 2020.
16. This is not a LEED project. Cost to meet LEED requirements that may be included in the specifications are not included in the GMP.
17. The Guaranteed Maximum Price (GMP 1) 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.
18. Neither the Guaranteed Maximum Price (GMP 1) nor the project schedule upon which said GMP 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.
19. This GMP 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 24. If Owner does not accept this GMP Proposal within such validity period, Skanska reserves the right to further adjust the GMP and Project Schedule to account for changes in market and other conditions that impact cost and/or the Project Schedule.
20. For those items that are excluded, no cost or time has been included in this GMP Proposal to account for such items. For those items that are clarified, qualified or based on an assumption, this GMP 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.
21. Changes to or deviations from any aspect of the Basis of GMP Documents that impact cost and/or schedule shall entitle Skanska to a Change Order equitably adjusting the GMP and/or Project Schedule.
22. Documents, third-party agreements, commitments to third parties, design criteria and any other information not expressly included in the Basis of GMP Documents are all excluded.

## 2 - Basis of Guaranteed Maximum Price

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23. **Coordination with Others.** This GMP Proposal is based on the assumption that the members of the Design Team and Owner's other contractors 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 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.
  - 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.
24. **Notice to Proceed.** This GMP 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 September 4, 2020 ("Notice to Proceed Date") and that Substantial Completion will be achieved on or before 78 calendar days after issuance of the NTP, 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 the GMP 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.
- a. Applicable Permit must be issued
  - b. All permit Fees Paid
  - c. Owners Builders Risk Policy must Be in Place
  - d. GMP Amendment issued and fully executed



## 2 - Basis of Guaranteed Maximum Price

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### 25. Contingency.

An **Owner contingency** allowance of **\$100,000** has been included in the GMP 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 Proposal, Skanska included a **contractor contingency** in the amount of **\$50,000** 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 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. Any amount remaining in the Construction Contingency at final payment shall be counted as savings for purposes of determining any shared savings, if applicable.

Retainage is included at 5% in the GMP through Project Substantial Completion at which time a reduction to 2.5% is expected.

The GMP includes a Fee of 3.5% on the Total Construction Project Cost the GMP. This includes all costs of any ODP credits that goes back to the Owner to facilitate sales tax savings.

## 2 - Basis of Guaranteed Maximum Price

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

The Contractor General Conditions / General Requirements are based on a Lump Sum Basis in the GMP to be billed equally monthly for the duration of the project.

### 26. Escalation.

Skanska has not included an escalation contingency in the proposed GMP to account for any increases in the Cost of the Work arising from unanticipated increases in the cost of temporary or permanent commodities, materials and/or equipment used in the performance of or incorporated into the completed Work. The proposed GMP is based on the pricing obtained on or before the date of this GMP Proposal and expressly excludes all additional/increased costs that may arise or be associated with tariffs, duties and other impositions and related or unrelated price escalation occurring after the date of this GMP Proposal. Construction Manager shall be entitled to a Change Order equitably adjusting the GMP to account for any price escalation which occurs after the date of this GMP Proposal.

27. This GMP 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.

### 28. 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 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.

## 2 - Basis of Guaranteed Maximum Price

Imagine Clearwater - Enabling Work, Associated Site Work & Skanska Mobilization (Duke Energy Conduits)  
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### 29. 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.

- 30. **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.
- 31. 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.
- 32. 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 Proposal shall apply. Skanska GMP specifically excludes all Division 1 specifications issued by the Design Team.
- 33. This GMP 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.
- 34. 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.
- 35. 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.
- 36. This GMP 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.

## 2 - Basis of Guaranteed Maximum Price

Imagine Clearwater - Enabling Work, Associated Site Work & Skanska Mobilization (Duke Energy Conduits)  
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37. This GMP 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.
38. This GMP 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 Enabling Work as identified on the Project Logistics Plan. Skanska will stockpile any unsuitable materials associated with our work for handling and removal by the City of Clearwater.
39. **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 through 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.



## 2 - Basis of Guaranteed Maximum Price

Imagine Clearwater - Enabling Work, Associated Site Work & Skanska Mobilization (Duke Energy Conduits)  
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40. **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 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.
- a. Subcontractor Default Insurance ("SDI") at the rate of 1.42% multiplied by the actual Cost of the Work & Contingency.
  - b. Subcontractor Performance and Payment Bonds at actual cost invoiced by Subcontractor's surety for Subcontractors that do not prequalify for enrollment in SDI.
  - c. Contractor Controlled Insurance Program ("CCIP") at the rate of 2.58% multiplied by the approved GMP 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.
41. **Skanska Performance and Payment Bonds (P & P Bonds)** at the rate of .41% multiplied by the approved GMP 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.
42. **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 - Basis of Guaranteed Maximum Price

Imagine Clearwater - Enabling Work, Associated Site Work & Skanska Mobilization (Duke Energy Conduits)  
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43. **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<br>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                                   |

44. **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.
45. **General Conditions Section 6.6** – the GMP 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.
46. GMP 1 Enabling Work, Associated Site Work & Skanska Mobilization is based on and includes the following additional documents:
- Document Log dated July 29, 2020
  - Owner, Contractor Responsibility Matrix (Enabling Work) dated July 29, 2020
  - Enabling Work Schedule with Data Date July 15, 2020
  - Skanska Issued Bid Documents for Enabling Work dated June 19, 2020

## 2 - Basis of Guaranteed Maximum Price

Imagine Clearwater - Enabling Work, Associated Site Work & Skanska Mobilization (Duke Energy Conduits)  
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### Package Specific Assumptions & Clarifications

#### Bid Package 26A – Electrical:

1. Permit fees are not included.
2. Transformer vaults are not required and are not included in the GMP.
3. Transformer pads are not included in this GMP but will be included in later phase GMP pricing.
4. The GMP includes installation only of 4" and 6" conduits with pull string & pull boxes as indicated in Section 3 (Skanska Issued Bid Documents).
5. Materials (fittings, bends, conduit and pull boxes) are supplied by Duke Energy / City and are not included in the GMP.
6. Work complies with Duke Energy New Conduit Installation Guidelines dated 10/04/19 as issued to Skanska.
7. All conduit to be installed via directional boring at a depth of 15' below existing grade.
8. The GMP includes hand digging within 15' of Duke Energy Structures to complete conduit run.
9. Main electrical feeds / wiring (materials and installation) are by Duke Energy and are not included in the GMP.
10. The GMP includes an allowance for pavement restoration as required for roadways and /or existing parking lots.

## 2 - Basis of Guaranteed Maximum Price

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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 and indirect costs associated with each of these items including, without limitation, materials, equipment, labor, taxes, fees, etc. Allowance values below do not include soft costs such as SDI, CCIP, Contingencies, Skanska P&P Bond, and/or Overhead and Profit.

|    |  |           |
|----|--|-----------|
| 1. | Laydown Area Fencing & Screening Allowance     | \$5,000   |
| 2. | Pavement Restoration @ Roadways / Parking lots | \$98,200  |
| 3. | Owner Contingency Allowance                    | \$100,000 |

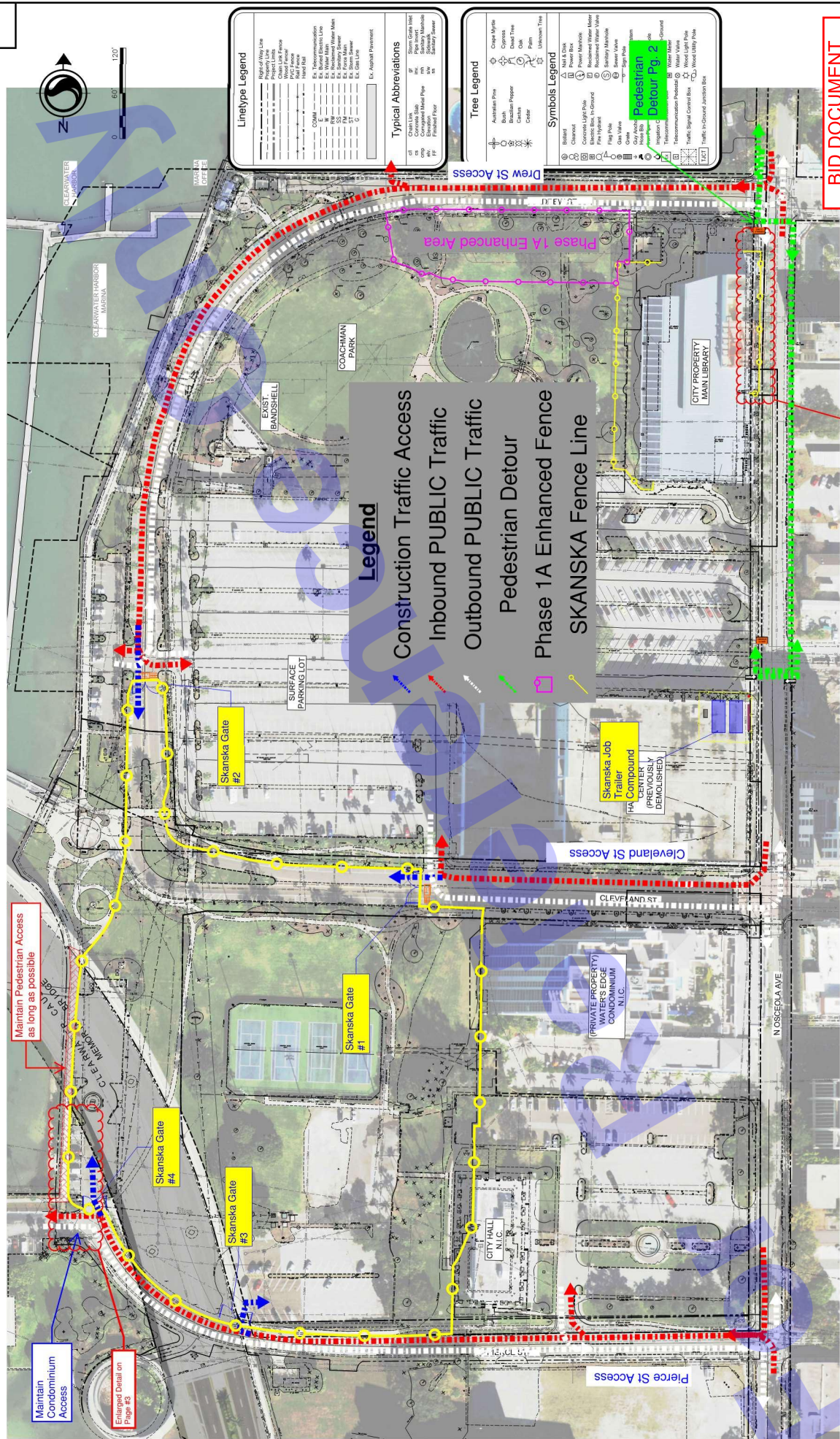


## 2 - Basis of Guaranteed Maximum Price

Imagine Clearwater - Enabling Work, Associated Site Work & Skanska Mobilization (Duke Energy Conduits)  
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### Logistics Plan

See attached



**BID DOCUMENT**

Enlarged Detail on Page 2

Dated: 06/23/2020 4:23:49 PM

Client/Project  
CITY OF CLEARWATER  
CLEARWATER, FLORIDA  
**IMAGINE CLEARWATER**  
DESIGN DEVELOPMENT (30%) (ISSUED 02-18-2020)

**Stantec**  
Sustaining Consulting Services Inc.

Consultants  
Seiden Associates, Inc.  
Architectural Acoustics  
Schuler Shook  
Theater Performance Designers  
Theater Performance Designers



**Stantec**  
Sustaining Communities. Creating Value.

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

[illegible]

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is

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|             |          |       |          |
|-------------|----------|-------|----------|
| Project No. | Scale    | Sheet | Revision |
| 215614389   | 1" = 60' | C-100 | N / A    |

215614389-00C-X1.DWG





SKANSKA

Lay down area  
requested for the Duke  
Energy enabling work  
in Blue

Clearwater Community  
Redevelopment Agency

Pierce St

Construction  
Vehicle access  
paths.

City of Clearwater  
controlled parking  
area.

Osceola Ave









**Skanska USA Building Inc.**  
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