

Imagine Clearwater

Clearwater Main Library Renovation & Addition

Proposal with Guaranteed Maximum Price (GMP 2)

September 4, 2020



SKANSKA



September 4, 2020

Re: **Imagine Clearwater**
Project No. 17-0031-EN
Guaranteed Maximum Price - GMP 2 – Clearwater Main Library Renovation & Addition

Dear Mr. Kurtz:

Skanska USA Building Inc. is pleased to submit our Guaranteed Maximum Price (**GMP 2**) for the Imagine Clearwater Clearwater Main Library Renovation & Addition 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
- Assumptions & Clarifications

Skanska has reached out the subcontractor market and advertised for bids in accordance with the contract to complete this Guaranteed Maximum Price (GMP 2) based on Williamson Dacar's 100% Construction Documents. 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 2) of **\$6,420,156.69**. We look forward to working with Williamson Dacar 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,

A handwritten signature in blue ink that reads "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 – Clearwater Main Library Renovation & Addition
Guaranteed Maximum Price (GMP 2)
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Executive Summary / Project Overview

This Guaranteed Maximum Price (GMP 2) is based upon the documents prepared by Williamson Dacar Associates, and their consultants, further project scope definition has been developed by Skanska USA Building Inc., and various assumptions that are attached to this proposal.

This GMP2 proposal incorporates the value of the library renovation and addition only as per the construction documents produced by Williamson Dacar Associates and as listed in our attached document log and qualified by this GMP 2 proposal.

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, milestone 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 **\$6,420,156.69** to complete such scope of Work for this Project.

The Project Milestone 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	October 9, 2020
2	Substantial Completion	July 14, 2021
3	Final Completion	September 10, 2021

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

1 – GMP Summary

Imagine Clearwater – Clearwater Main Library Renovation & Addition
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Guaranteed Maximum Price (GMP 2) Cost Summary

City of Clearwater

Imagine Clearwater - Clearwater Library Additions & Renovations
Clearwater Florida



EXECUTIVE SUMMARY 100% Construction Documents for GMP September 4, 2020

Site (Acres)	26.0
Gross Square Footage (GSF)	22,275

Direct Cost of Work:

Cost of Work - Trade Costs		\$	4,504,403.68
Direct Cost of Work General Requirements		\$	88,667.50
Survey	BY OWNER	\$	-
Temporary Fencing		\$	10,000.00
Allowance for Materials Testing & Inspections (Soils, Concrete, Steel & Fireproofing)		\$	27,500.00

Total Direct Cost of Work: \$ 4,630,571.18

Contingency:

Contractor Construction Contingency	on Cost of Work	\$	150,000.00
Owner Allowance		\$	440,000.00
General Conditions	Lump Sum	\$	744,777.87

Insurances & Bonds:

Sub Bonds / SDI	1.42%	On Cost of Work & Contractor Contingency	\$	67,884.11
Building Permit		BY OWNER		
Misc Permits/Fees (LDP, Tap Fees, Etc.)		BY OWNER		
CCIP	2.58%	On Total Construction Cost	\$	165,640.04
Builder's Risk		BY OWNER		
Skanska P&P Bond	0.41%	On Total	\$	26,322.64
Design Fees		NIC		
Preconstruction		Lump Sum		(Separate Cost Contained in Contract)
Fee	3.50%	On Total (Less Contingency, Bonds & Insurance)	\$	194,960.85

Total Construction Cost: \$ 6,420,156.69

1 – GMP Summary

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Summary of Bid Package Direct Costs

PKG #	Package Description	Direct Cost
01a	Final Cleaning	\$20,875.00
02b	Selective Demolition	\$199,100.00
03a	CIP Concrete	\$173,469.00
04a	Masonry	\$90,000.00
05a	Structural Steel & Misc Steel	\$199,549.00
05b	Ornamental Metals / Railings	\$126,320.48
06b	Millwork / Finish Carpentry	\$82,881.00
07b	Roofing	\$149,799.00
07d	Fireproofing	\$23,430.00
08a	Doors/Frames/Hardware	\$40,997.63
08c	Glass & Glazing - Exterior	\$371,945.00
08d	Glass & Glazing - Interior	\$102,490.00
09a	Drywall, Framing & Stucco	\$394,651.00
09b	Acoustical Ceilings & Wall Panels	\$244,294.00
09c	Tile	\$7,224.00
09d	Terrazzo	\$69,255.00
09e	Resilient Flooring / Carpet	\$144,303.00
09f	Polished Concrete	\$7,225.00
09i	Painting	\$78,267.85
10a	Toilet Accessories	\$4,000.00
10b	Signage	\$23,987.00
10d	Fire Protection Specialties	\$2,054.00
10e	Operable Partitions	\$30,080.00
10g	Wall Protection	\$1,867.00
10h	Aluminum Shade Structures	\$26,375.00
11e	Kitchen Equipment (By Owner)	\$0.00
12a	Window Treatments	\$29,415.00
12e	Furniture	\$661,267.14
21a	Fire Sprinkler	\$44,351.00
22a	Plumbing	\$46,585.00
23a	HVAC	\$171,500.00
26a	Electrical / Fire Alarm / Low Voltage	\$618,692.00
31a	Earthwork / Grading / Utilities / Site	\$267,500.00
32c	Landscaping / Irrigation	\$50,654.58
TOTAL DIRECT COST OF WORK		\$4,504,403.68

2 - Basis of Guaranteed Maximum Price

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This section of the Guaranteed Maximum Price Proposal describes exclusions, assumptions, and clarifications that have been made to further define the scope of work and bring it in line with the budget for this part of the project.

For those items that are identified as **excluded**, no cost or time has been accounted for in the Guaranteed Maximum Price (GMP 2), despite the items remaining in the 100% Construction Documents. For those items that are **clarified, qualified** or based on an **assumption**, the Guaranteed Maximum Price (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 100% Construction Documents - Guaranteed Maximum Price (GMP 2).

Cost Basis of Guaranteed Maximum Price (GMP 2) Clearwater Main Library Renovation & Addition

Skanska USA's Guaranteed Maximum Price (GMP 2) Clearwater Main Library Renovation & Addition Proposal is based upon the following:

1. Plans, specifications, and RFI responses per the Document List attached
2. Skanska USA's Guaranteed Maximum Price Proposal - GMP 2 (dated **September 4, 2020**)
3. The Project Agreement dated **December 19, 2019**
4. These Exclusions, Qualifications, Assumptions and Owner-Contractor Responsibility Matrix

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

2 - Basis of Guaranteed Maximum Price

Imagine Clearwater – Clearwater Main Library Renovation & Addition

Guaranteed Maximum Price (GMP 2)

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General Qualifications

1. The Guaranteed Maximum Price (GMP 2) is based upon materials with color and configuration from the manufacturer's standard selections, unless specifically noted otherwise in this document.
2. Special warranties, certifications and other non-essential requirements in excess of manufacturer standard warranties are excluded unless specifically called out in the specifications.
3. Use of union labor/prevaling wage is not mandatory and has not been considered in this GMP.
4. The Guaranteed Maximum Price (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. Guaranteed Maximum Price (GMP 2) 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 2) proposal assumes unfettered legal access to the project site at all times, limited to areas identified on the Project Logistics Plan for the Library Work.
8. Guaranteed Maximum Price (GMP 2) excludes costs and/or schedule implications related to any unforeseen conditions.
9. Guaranteed Maximum Price (GMP 2) does not include construction activities outside of the defined project limits.
10. The GMP includes an allowance for testing & inspections. This only includes testing and inspections as specified for soils, concrete, steel & fireproofing.
11. All Building Permit Fees are excluded and to be paid by the City.
12. All building permit fees are by the City, Skanska will submit the 100% CDs or a permit set ahead of 100% CDs on behalf of the City to the Building Department for Plans Review with the Building Permit Application at a time authorized / approved by the City. All other plan review submissions to and for other review / permitting agencies such as FDEP, County, City, Health Department, SWFMD, Army Corps, FWC etc... to be made by the City or Engineer of Record.
13. Costs for obtaining any temporary certificate of occupancy permits or any type of intermediary inspections prior to the issuance of the final Certificate of Occupancy are excluded.

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14. Execution of any partial GMP Amendment by the Owner is a representation that the Owner has the ability to and will secure funding for the full value of the GMP.
15. The only spare parts, maintenance training and manufacturer service support included in this GMP Proposal are those which are expressly specified in the Specifications as being furnished by Skanska.
16. Commissioning Agent services are excluded, but Skanska will directly or indirectly furnish trade labor to support the commissioning process undertaken by others
17. This GMP 2 excludes impacts, cost and time, associated with plan review comments that require revisions and changes to the work.
18. Refer to Owner-Contractor Responsibility Matrix for additional clarifications as it relates to the scope of work included within the Guaranteed Maximum Price (GMP 2).
19. GMP2 includes maintaining access for city council meetings to be allowed to continue in the current council chambers as well as allow council chambers to be used as a voting center on 11/3/20. Skanska has coordinated the milestone schedule around the current Council Meeting Schedule through 2020 and the first quarter of 2021.
20. Escalation contingency is not included. The Guaranteed Maximum Price (GMP 2) assumes a construction start date no later than the middle of October 2020.
21. This is not a LEED project. Cost to meet LEED requirements that may be included in the specifications are not included in the GMP.
22. The Guaranteed Maximum Price (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. Initial credit change orders provided for sales tax savings might be based upon estimated quantities for materials. Any such credits are subject to reconciliation based upon the actual quantities ordered. 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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23. The Guaranteed Maximum Price (GMP 2) does not include delegated design with the exception of what is required by the 100% Construction Documents specifications to include the following only:
 - a. Concrete Formwork
 - b. Structural Steel Connections
 - c. Metal Deck (Calculations only)
 - d. Decorative Handrails
 - e. Aluminum Storefront & Curtain Walls
 - f. Temporary Partitions Framing
 - g. Exterior Framing
 - h. Dimensional Letter Signage Attachment Method
 - i. Operable Partitions Attachment Method
 - j. Aluminum Shade Structures
 - k. Fire Protection (Sprinklers)
 - l. Fire Alarm
24. Neither the Guaranteed Maximum Price (GMP 2) nor the project milestone 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. Should alternates be considered to phase the work allowing portions to be open or incrementally opened, those alternates do not include disinfection / cleaning as may be required for COVID 19. We would expect the City to provide these cleanings.
25. This GMP Proposal is valid for a period of 60 days, but subject to cost and schedule adjustments if the Notice to Proceed is delayed, as discussed in paragraph 30. If Owner does not accept this GMP Proposal within such validity period, Skanska reserves the right to further adjust the GMP and Project Milestone Schedule to account for changes in market and other conditions that impact cost and/or the Project Milestone Schedule.
26. 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.

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27. 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 Milestone Schedule.
28. 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.
29. **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 Milestone 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 Milestone 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 Milestone 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.

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30. **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 October 9, 2020 ("Notice to Proceed Date") and that Substantial Completion will be achieved on or before 278 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 Milestone 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
 - e. Notice of Commencement Filed
31. **Owner Allowance & Contractor Contingency.**
- An **Owner Allowance** of **\$440,000** has been added to 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 Milestone 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. It is understood that Owner Allowance is added to GMP 1, this GMP 2 and subsequent GMP's as part of the Imagine Clearwater Project can be utilized by the City for any of the Imagine Clearwater GMP's.
- In preparing this GMP Proposal, Skanska included a **contractor contingency** in the amount of **\$150,000** 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

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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. 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.

32. This GMP 2 for the Library is the second partial project GMP submitted for the “Imagine Clearwater” project. All partial project GMPs will be combined and collectively known as the Guaranteed Maximum Price so that there is a single Guaranteed Maximum Price and only one required Substantial Completion Date and one required Final Completion Date. Any overruns or savings in the Partial Guaranteed Maximum Price for GMPs 1 Enabling, GMP 2 Library Renovation & Addition work and Subsequent Partial GMPs can apply to the combined Guaranteed Maximum Price.
33. Retainage is included at 5% in the GMP through Project Substantial Completion at which time a reduction to 2.5% is expected.
34. 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.
 - 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
35. The Contractor General Conditions are based on a Lump Sum Basis in the GMP to be billed equally monthly for the duration of the project.
36. This GMP is submitted with the qualification that buyout savings are only recognized on the aggregate of all line items and not individual line items and only when buyout is complete. This is not a line item GMP.
37. **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 due to City actions such as time delays by the City or otherwise caused by the City.

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38. This GMP Proposal is based on the assumption that materials and equipment are from the applicable suppliers/manufacturers' standard selections and configurations, unless expressly noted otherwise in the Drawings or Specifications.
39. **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.
40. **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.
41. **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.
42. 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.
43. 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. In preparing this GMP No. 2 for the Library Renovation & Addition and the project milestone schedule, Skanska relies on the construction documents to be fully designed, fully coordinated, code compliant, and accepted by the appropriate agencies and other applicable parties.
44. The cost of changes to the construction documents due to permit comments or conditions issued to Skanska following the delivery and acceptance of the Library Renovation & Addition (GMP No. 2) are excluded.

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45. Labor, materials and equipment, and the related cost thereof, and impacts to the Project Milestone 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.
46. 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 Milestone 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.
47. 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 the Imagine Clearwater Park Substantial Completion date as will be established in the final GMP.
48. Skanska acknowledges City ordinances for both hours of work and noise restrictions and our GMP has accounted for these restrictions; however, we have not accounted for any other site access or imposed restrictions related to hours of work or noise unless established elsewhere in the GMP such as our Work in the existing City Council Chambers.
49. 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 Library Renovation & Addition 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.
50. Alternates are to be selected within the first month of executing GMP 2 in order for the alternate pricing and schedule to still apply.
51. **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

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from those parties that Skanska is listed as an Additional Insured on all of applicable policies.

52. **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.
53. **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.
54. **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.

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Guaranteed Maximum Price (GMP 2)

September 4, 2020

55. **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

56. **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.
57. **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.
58. GMP 2 Clearwater Main Library Renovation & Addition Work is based on and includes the following additional documents:
- Document Log dated September 4, 2020
 - Anticipated Tax Savings Log
 - Owner, Contractor Responsibility Matrix (Library Renovation & Addition) dated September 4, 2020
 - Alternates (Not Included in GMP 2)
 - 100% Construction Documents for the Clearwater Main Library Renovation & Addition dated July 10, 2020
 - Request for Information (RFI) Log
 - Skanska Sketches
59. Liquidated damages are limited to and shall not exceed the amount of Skanska’s Fee.

2 - Basis of Guaranteed Maximum Price

Imagine Clearwater – Clearwater Main Library Renovation & Addition
Guaranteed Maximum Price (GMP 2)
September 4, 2020

Milestone Schedule

See attached

Imagine Clearwater Library Renovation GMP #2			Milestone Schedule		Data Date: 14-Aug-20 Date Printed: 09-Sep-20																										
Activity ID	Activity Name	Start	Finish	<div><div>2020</div><div>2021</div><div>2022</div></div>																											
Imagine Clearwater_CURRENT		08-Sep-20	10-Sep-21	<div><div>10-Sep-21, Imagine Clearwater</div></div>																											
Milestones		08-Sep-20	10-Sep-21	<div><div>10-Sep-21, Milestones</div></div>																											
MIL-008	Library 100% CD GMP Issue To City		08-Sep-20	<div><div>◆ Library 100% CD GMP Issue To City</div></div>																											
MIL-001	Library GMP Execution		01-Oct-20	<div><div>◆ Library GMP Execution</div></div>																											
MIL-010	Issue Library Notice To Proceed		09-Oct-20	<div><div>◆ Issue Library Notice To Proceed</div></div>																											
MIL-012	Substantial Completion - Library		14-Jul-21*	<div><div>◆ Substantial Completion - Library</div></div>																											
MIL-019	Final Completion - Library		10-Sep-21	<div><div>◆ Final Completion - Library</div></div>																											

Remaining Level of Effort

Actual Work

Critical Remaining Work

Actual Level of Effort

Remaining Work

◆ ◆ Milestone

Page 1 of 1

SKANSKA

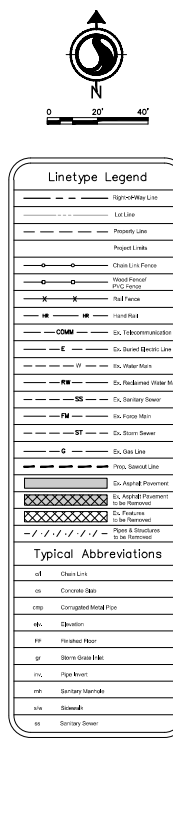
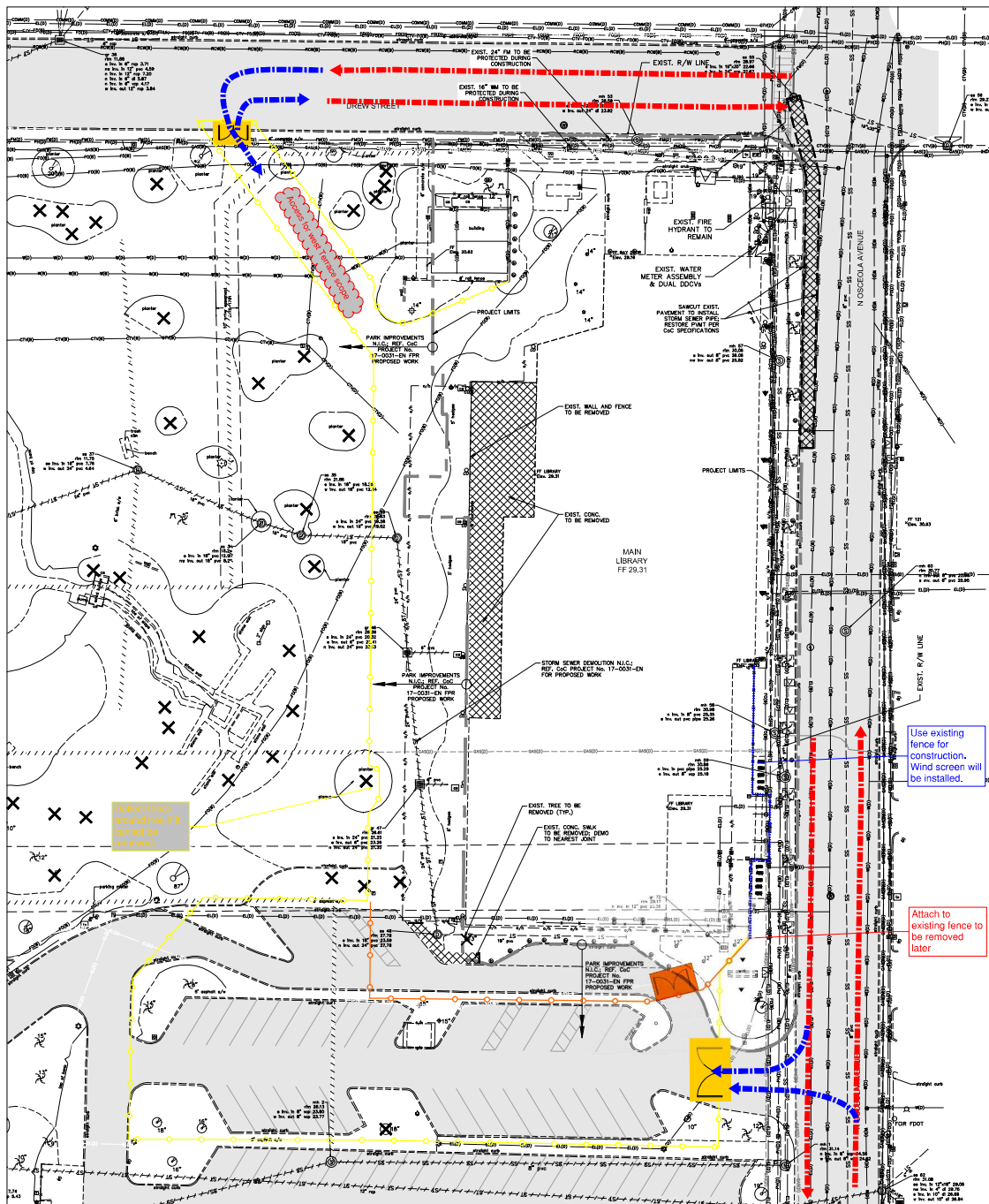
2 - Basis of Guaranteed Maximum Price

Imagine Clearwater – Clearwater Main Library Renovation & Addition
Guaranteed Maximum Price (GMP 2)
September 4, 2020

Logistics Plan

See attached

**The logistics plan identifies logistics / traffic patterns, fencing for more than just the library renovation; however, only the work as necessary for the library would be included under this GMP 2.



EXISTING CONDITIONS NOTES:

THE EXISTING CONDITIONS SHOWN ON THESE PLANS ARE BASED ON A COMPILED OF THE FOLLOWING:

1. SURVEY PROVIDED BY THE CITY OF CLEARWATER, LAST DAY OF FIELD SURVEY WAS 10/27/2017.
2. CITY OF CLEARWATER UTILITY ATLAS.
3. ASBUILTS & GIS DATA FOR PRIVATE UTILITIES INCLUDING POWER, GAS & TELECOMMUNICATIONS.
4. PROPOSED CONDITIONS FROM THE "IMAGINE CLEARWATER" PROJECT (COC PROJECT NO. 17-0031-EN).

THE EXISTING CONDITIONS ARE BASED ON THE BEST AVAILABLE INFORMATION. CONTRACTOR TO FIELD VERIFY.

THE SUBJECT PROPERTY LIES IN A FLOOD ZONE "X" (AREAS OF MINIMAL FLOODING) ACCORDING TO FLOOD INSURANCE RATE MAP, MAP NUMBER 12101001001, PINELAS COUNTY, DATED MAY 17, 2005, AND ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

DEMOLITION NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE UTILITY COMPANIES AND THE CITY OF CLEARWATER TO REMOVE/DISCONNECT ANY EXISTING SERVICES, PRIOR TO CONSTRUCTION.
2. LOCAL CODES APPLY FOR ANY DEMOLITION SHOWN HEREON.
3. ALL EXISTING STORM DRAINAGE MUST BE PROTECTED AND MAINTAINED IN WORKING CONDITION, REFER TO DRAINAGE CONTROL PLAN.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY TRAFFIC CONTROL, AND PERMITTING REQUIRED TO PERFORM HIS WORK.
5. THE CONTRACTOR IS RESPONSIBLE TO CONTROL FUGITIVE DUST ORIGINATING FROM THE PROJECT SITE DURING CONSTRUCTION BY WATERING OR OTHER METHODS AS REQUIRED.
6. ALL MATERIALS REMOVED FROM THE SITE SHALL BE TRANSPORTED AND DISPOSED OF IN A LEGAL MANNER. ALL PERMITS REQUIRED FOR THIS WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. ACTIVITIES REQUIRED FOR REMOVED OF ENVIRONMENTALLY CONTAMINATED MATERIALS AND DEVICES SHALL BE COORDINATED THROUGH THE CITY OF CLEARWATER.
8. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN THE EVENT THAT UNIDENTIFIED UTILITIES OR STRUCTURES ARE DISCOVERED WHICH AFFECT WORK. CONTRACTOR SHALL CEASE ALL WORK AND NOTIFY THE ENGINEER OF RECORD, AND OWNER DESIGNER, AS SOON AS ANY POTENTIAL DISCREPANCIES ARE FOUND FOR FURTHER DIRECTION.
9. ALL SURVEY MONUMENTS WITHIN LIMITS OF CONSTRUCTION ARE TO BE PROTECTED.
10. CONTRACTOR SHALL STABILIZE ALL AREAS DISTURBED BY DEMOLITION. SPECIAL CARE SHOULD BE TAKEN TO RESTORE OFF-SITE AREAS DISTURBED BY CONSTRUCTION.
11. THESE PLANS DEPICT ALL EXISTING UTILITIES AS BEST REPRESENTED AT THE TIME OF PLAN ISSUANCE. IN THE EVENT THAT UNIDENTIFIED UTILITIES OR STRUCTURES ARE DISCOVERED WHICH AFFECT WORK, CONTRACTOR SHALL CEASE ALL WORK AND NOTIFY THE ENGINEER OF RECORD, AND OWNER DESIGNER, AS SOON AS ANY POTENTIAL DISCREPANCIES ARE FOUND FOR FURTHER DIRECTION.

Fencing

- ALT Temp Construction Fence
- Existing fence (for construction)
- Temp Construction Fence

Logistics

- Construction Traffic Path
- Traffic Path
- Traffic Path

WILLIAMSON JACOBS ASSOCIATES, INC.
A PROFESSIONAL CORPORATION
1100 1st Street, Suite 200
Clearwater, FL 34615
Phone: 727.462.1100
Fax: 727.462.1101
www.williamsonjacobson.com

Architect: AA 0022541
Engineering: EB 0008894

CLEARWATER
FLORIDA

ADDITIONS AND RENOVATIONS TO
CLEARWATER MAIN LIBRARY
CITY OF CLEARWATER

Revisions of Drawings		
No.	Date	Revisions

Issues of Drawings		
No.	Date	Issues
1	12/15/19	BROW CONST. DOCS
2	7/16/20	100% CONST. DOCS

Project: 100% CONSTRUCTION DOCUMENTS
Checked: _____
Drawn: _____
Drawing Title: **EXISTING CONDITIONS + DEMOLITION PLAN**
MCA Proj. No.: 1005-21
Owner Proj. No.: _____
Scale: _____
Sheet No.: _____
No. of Sheets: _____

C1.10





Skanska USA Building Inc.
usa.skanska.com

4030 Boy Scout Blvd.
Suite 200
Tampa, FL 33607
Phone 813.282.7100

SKANSKA