

GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT "R" TO CONSTRUCTION MANAGEMENT AGREEMENT DATED SEPTEMBER 3, 2020 BETWEEN VILLAGE OF WELLINGTON AND THE MORGANTI GROUP, INC. ("CONSTRUCTION MANAGER") FOR THE AQUATIC COMPLEX: SLIDE REPAIR ("PROJECT")

ARTICLE 1 - GUARANTEED MAXIMUM PRICE

1.1 Guaranteed Maximum Price ("GMP")

Pursuant to Section 3.2 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 8 of this Agreement, and the Owner's Contingency. There shall be no Fee on Owner's Contingency unless and until such time as use of the Owner's Contingency is authorized by Owner. Notwithstanding, Manager's insurance and bond costs shall not be subject to Construction Manager's Fee.

1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Ninety-thousand Six-hundred and Fifty-six dollars (\$ 90,656.00), subject to additions and deductions by Change Order as provided in the Contract Documents. The GMP is subject to Construction Manager's Assumptions and Clarifications to the GMP attached as **Exhibit "R5"**.

1.1.2 Allowances included in the Guaranteed Maximum Price are attached as **Exhibit "R4"**.

1.1.3 The Guaranteed Maximum Price includes a fixed amount for General Conditions and General Requirements of One-thousand Seven-hundred and Forty dollars (\$1,740.00) as detailed in **Exhibit "R7"**. Construction Manager's General Conditions and General Requirements are fixed and shall not be subject to increase or decrease unless authorized by written Change Order as set forth in the Agreement.

1.1.4 The GMP includes an Owner's Contingency in the amount of zero (\$0) to be utilized as set forth in 7.2.3 of the Agreement.

1.1.5 It is the intent and understanding of Construction Manager in providing a GMP for this Work, that the Drawings, Plans and Specifications listed in the attached **Exhibit "R1"** provide for the construction of completed Work by the Construction Manager, including all devices, fasteners, materials or other work not shown in the Drawings and Specifications but which are reasonably inferable therefrom and any and all incidental accessories necessary to make the Work complete and operable in all respects (even if not specified in the description of the Work, but necessary for proper installation and operation of the Work under the Drawings and Specifications), all of which shall be included as part of the Cost of the Work. The expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a construction manager and general contractor familiar with the Project, having performed extensive Preconstruction Services, and exercising the care, skill and diligence of the Construction Manager by the Contract Documents. Notwithstanding, the foregoing shall not be construed to impose any design responsibility or liability on Construction Manager except where such design responsibility is an existing requirement of Florida law or the Contract Documents.

1.2 Schedule of Values. The Schedule of Values allocating the Contract Sum to the various portions of the Work is attached as **Exhibit "R2"**. The Construction Manager shall not imbalance its Schedule of Values nor artificially inflate any element thereof. Any violation of this provision by the Construction Manager shall constitute a material breach of this Construction Management Agreement. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item.

ARTICLE 2 – CONTRACT TIME

2.1 Date of Commencement. The Work to be performed under this Construction Management Agreement shall be commenced upon the issuance of a Notice to Proceed from Owner (“Date of Commencement”).

2.2 Contract Time. The entire Project shall reach Substantial Completion no later than thirty (30) calendar days from the Date of Commencement. Construction Manager shall reach Final Completion no later than sixty (60) days from the delivery of the Punch List as outlined in Paragraph 14.4(G) of the General Conditions, subject to any authorized extensions of time as set forth in the Contract Documents. All Work shall be performed in an expeditious manner.

2.2.1 Liquidated Damages. The parties to this Agreement agree that time is of the essence in the performance of this Agreement. Substantial Completion of the Work under this Agreement, as defined in Article 1 of the General Conditions shall be no later than the Substantial Completion date set forth in Section 2.2 of this GMP Amendment, subject to authorized extensions of time as set forth in the Article 12 of the General Conditions. In the event the Work is not substantially completed by the completion date stated above, and has not been extended by Change Order, the Owner shall be entitled to collect liquidated damages. Construction Manager and Owner agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the Construction Manager shall pay the Owner the sum of **NONE** for each calendar day in achieving Substantial Completion of the Work. Further, Construction Manager and Owner agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the Construction Manager shall pay the Owner the sum of 25% of the per diem rate set forth in the preceding sentence as liquidated damages for each and every calendar day of unexcused delay for failure to achieve Final Completion. It is hereby agreed that the amount of the per diem assessment for liquidated damages for the Construction Manager’s failure to achieve Substantial Completion of the Work or Final Completion of the Work within the time specified in this Agreement is not a penalty and not excessive in light of the circumstances known to the parties at the time this Agreement is executed. The Owner’s exercise of its right to terminate this Agreement shall not release the Construction Manager from its obligation to pay liquidated damages in the amount set forth herein. Such assessments shall be immediately due and payable to the Owner or, at the Owner’s option, may be deducted from future payments that may be due and owing to Construction Manager. Any sums due and payable hereunder by the Construction Manager shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. Construction Manager’s liability for liquidated damages shall survive completion and termination of the Agreement and are in addition to Owner’s other remedies available under the Contract Documents and by law.

ARTICLE 3 - MISCELLANEOUS

3.1 In addition to Construction Manager’s and Subcontractor’s warranty set forth in 6.19 of the General Conditions, Construction Manager shall be responsible for providing the Extended Warranties as set forth in **Exhibit “R6”**.

3.2 The GMP Amendment incorporates the following exhibits:

- 1.** Drawings, plans and specifications listed in the attached List of Drawings attached hereto as **Exhibit “R1”**; **Not applicable for this project**
- 2.** Construction Manager’s Schedule of Values to be attached as **Exhibit “R2”**;
- 3.** Construction Schedule to be attached as **Exhibit “R3”**; **Not applicable for this project**
- 4.** Construction Manager’s Allowances to be attached as **Exhibit “R4”**; **Not applicable for this project**
- 5.** Construction Manager’s Assumptions and Clarifications to the GMP, if any, to be attached as **Exhibit “R5”**;
- 6.** List of extended warranties to be attached as **Exhibit “R6”**; - **Not applicable for this project**

7. Construction Manager's Stipulated General Conditions and General Requirements to be attached as **Exhibit "R7"**.
8. Submittal Schedule to be attached as **Exhibit "R8"**. *-Not applicable for this project*

This GMP Amendment and all Exhibits are hereby incorporated as part of the Contract Documents as defined in the Agreement.

3.3 Construction Manager shall deliver Payment and Performance Bonds in accordance with Fla. Stat. §255.05 and the forms set forth as **Exhibit "E"** from a surety registered in Florida and acceptable to Owner for the full value of the Guaranteed Maximum Price, plus all change orders. *Not applicable for this project*

3.4 Other than as modified herein, the terms and conditions set forth in the Agreement, General Conditions and other Contract Documents remain in full force and effect.

IN WITNESS WHEREOF, Owner and Construction Manager have signed this GMP Amendment. One counterpart each has been delivered to Owner, Construction Manager, and the Engineer. All portions of the Contract Documents have been signed or identified by Owner and Construction Manager or by the Engineer on their behalf.

OWNER:

VILLAGE OF WELLINGTON

By: _____

Anne Gerwig, Mayor

Attest: _____

Chevelle Addie, Wellington's Clerk

(SEAL)

Address for giving notices

12300 Forest Hill Boulevard

Wellington, Florida 33414

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Laurie Cohen, Attorney for Wellington

CONSTRUCTION MANAGER:

THE MORGANTI GROUP, INC.

By: _____

Printed Name/Title_____

Attest: _____

Printed Name:_____

(CORPORATE SEAL)

Address for giving notices

License No. _____

Agent for service of process:

(If Construction Manager is a corporation, attach evidence of authority to sign.)

Aquatic Center- Slide Repair

**The Village of Wellington
CMAR for Various Capital Improvent Projects**

Guaranteed Maximum Price (GMP)
9/3/2020



Aquatic Center- Slide Repair
The Village of Wellington
9/3/2020

TABLE OF CONTENTS

SECTIONS

Status

1- Guaranteed Maximum Price

INCLUDED

A summary of construction division line items costs including construction components, general conditions, general requirements, bonds & insurance, and fees.

EXHIBITS

Status

R1- Drawings, Plans and Specifications

NOT APPLICABLE

R2- Schedule of Values

INCLUDED

R3- Construction/Progress Schedule

NOT APPLICABLE

R4- Construction Manager's Allowances

NOT APPLICABLE

R5- Assumptions and Clarifications

INCLUDED

R6- List of Extended Warranties

NOT APPLICABLE

R7- Stipulated General Conditions AND General Requirements

INCLUDED

R8- Submittal Schedule

NOT APPLICABLE



Aquatic Center- Slide Repair
The Village of Wellington
9/3/2020

Schedule of Values

Bid Package	Description	Bidder	Local Subcontractor Value	Amount of Proposal	Addendum Received	Amount Utilized in GMP
DIVISION 23000: HVAC						
13A	Pools & Slides	Slide Guys	\$ -	\$ 80,200		\$ 80,200
					Subtotal:	\$ 80,200
CM Fee					0.090000	\$ 7,375
Construction Contingency					0.0000	\$ -
General Requirements						\$ -
General Conditions & Staff						\$ 1,740
Payment & Performance Bond					0.008000	\$ -
Builders Risk (By Owner)					0.005900	\$ 535
GL Insurance					0.008000	\$ 807
Total Guaranteed Maximum Price						\$ 90,656

BASIS OF COST, ASSUMPTIONS and CLARIFICATIONS

Item	Div	Scope	Description
01	00	Hurricanes	The cost of hurricane preparation work, demobilization and remobilization of scaffolding, and protection and/or movement of materials to prepare for a hurricane is not included in the Guaranteed Maximum Price (GMP) and will be handled as a contingency adjustment and/or change management request if required.
02	00	Covid- 19	The GMP does not include any increase in cost or schedule extension as a result of environment impacts from the COVID-19 Pandemic.
03	00	Chemical Toilets	If a chemical toilets cannot be placed in close vicinity to the work areas, other arrangements must be made for the construction workers to use onsite restroom facilities.
04	00	Water	Temporary water for construction use will be sourced from a hose bib located near the work
05	00	Power	Temporary lighting and power will utilize the existing lighting circuits.
06	00	By Owner	The Owner shall provide and pay for the following items, separate from the Guaranteed Maximum Price (GMP): : Permit Fees, inspection fees, and utility connection fees : Contract Document Revisions by Governing Authorities : Signed & Sealed Engineered drawings : Materials testing; costs for tests that fail will be paid by the responsible Subcontractor.
07	00	Submittals	Equipment & Material submittals will be provided to the owner prior to procurement or installation. Owner shall review and provide stamped submittal approvals. CM will procure equipment based on owner stamped "Approved" submittals. CM does not provide any calculations, engineering, recommendations, or design of any kind.
08	00	Power & Water	GMP includes use of onsite existing power and water for use during construction.
09	00	Pumps & Controls	GMP does not include any work or repairs for existing pumps or controls.
10	00	Existing	GMP does not include repairs for any damaged existing conditions that are encountered within the project.
11	00	Cleaning	GMP does not include cleaning of existing pool or adjacent aquatic areas.
12	00	Contingency	A construction contingency amount is included in the GMP. Contingency will only be used with owner representative permission via a signature or a change order. Any unused owner controlled contingency or contractor "buy out" will be returned to the owner.
13	00	Limits of work	GMP does not include work of any kind outside of the existing mechanical room
14	00	Hours	The work is to be performed during the hours of 8:00 am to 5:00 pm, Monday through Friday
15	00	Maintenance	Upon completion, GMP does not include a maintenance period of kind for slides or steel structure.
16	00	Description	GMP is based on repair report provided by Global Management. Any revisions as a result of engineered drawings required by the Building Department may cause an increase to the GMP.

GENERAL CONDITIONS

ITEM DESCRIPTION	Utilization Rate	QTY.	Unit	Unit Cost	Cost	Remarks
GENERAL CONDITIONS						
LAYOUT			ls.		\$ -	
Layout Partitions			sf.		\$ -	
Independent Surveyor	1	-	ls.	-	\$ -	
Ground penetrating radar	1	-	ls.	10,000.00	\$ -	
As-Built Survey	1	-	ls.	25,000.00	\$ -	
TESTING AND COMMISSIONING						
Third Party Testing & Inspections	1	-	ls.	-	\$ -	
Fundamental Commissioning & LEED for schools	1	-	ls.	-	\$ -	
TEMPORARY FACILITIES						<i>see below</i>
Field Office - Contractor	1	-	mo.	1,300.00	\$ -	
Field Meeting Trailer			mo.	400.00	\$ -	
Set-up & Removal	1	-	ea.	11,922.00	\$ -	
Field Office Entry Platforms	1	-	mo.	145.00	\$ -	
Field Office Furniture - Contractor			ls.		\$ -	
Conference Table w/ 8 Chairs	1	-	ls.	3,000.00	\$ -	
Field Office Janitor Service - Trailer	1	-	mo.	140.00	\$ -	
Chemical Toilets - Contractor	1	-	mo.	125.00	\$ -	
Septic Holding Tanks - Contractor	1	-	mo.	295.00	\$ -	
FO Computer Network Conn./Cable Access	3	-	mo.	100.00	\$ -	
TEMPORARY CONSTRUCTION						<i>see below</i>
Temporary Fence / 6' Windscreen - Rent	1	-	lf.	13.00	\$ -	
Temporary Job Fence Repair / Relocation	1	-	lf.	3.00	\$ -	
Job Signs	-	-	ls.	1,500.00	\$ -	
Field Office Security System	1	-	mo.	120.00	\$ -	
SITE SECURITY						
Security Guard	1	-	mo.	6,000.00	\$ -	
CLEAN UP						<i>see below</i>
Final Cleaning	1	-	ls.	-	\$ -	
20 YD - Dumpster	1	-	ld.	535.00	\$ -	
6-8 YD - Tip Dumpster	1	-	ld.	535.00	\$ -	
TEMPORARY LABOR	-	-		-	\$ -	<i>see below</i>
Temporary Construction Labor	1	-	ls	50,000.00	\$ -	
PERMIT & IMPACT FEES	-	-		-	\$ -	<i>excluded</i>
SUPPLIES						<i>see below</i>
Office Supplies	1	-	mo.	300.00	\$ -	
Project Management Bluebeam Software Licenses	1	-	ea.	499.00	\$ -	<i>per license, one time</i>
Viewpoint Construction Management Program	-	-	ea.	100.00	\$ -	<i>per license, per month</i>
E-Builder Construction Management Program		-	ea.	1,600.00	\$ -	<i>per license, per year</i>
Cell Phones	1	-	ea.	100.00	\$ -	
Hardline Telephone / Fax	1	-	ea.	175.00	\$ -	
Staff Computers	1	-	ea.	2,200.00	\$ -	
Refrigerator	1	-	ea.	500.00	\$ -	
Postage & Overnight Mail	1	-	mo.	200.00	\$ -	
Safety Barricades	1	-	mo.	200.00	\$ -	
Drug Test Program	1	-	ea.	75.00	\$ -	
Jessica Lunsford Act	-	-	ea.	125.00	\$ -	
Progress Photos	-	-	mo.	25.00	\$ -	
Progress Photos - Aerials by Drone	1	-	mo.	150.00	\$ -	
Progress Photos - Professional Photographer	1	-	mo.	450.00	\$ -	
Copier	1	-	ea.	500.00	\$ -	
First Aid Supplies	-	-	mo.	50.00	\$ -	

ITEM DESCRIPTION	Utilization Rate	QTY.	Unit	Unit Cost	Cost	Remarks
GENERAL CONDITIONS						
Eye Wash Station	1	-	ea.	550.00	\$ -	
Safety Shower	1	-	ea.	1,500.00	\$ -	
Designated Safety/Point Gathering Area	1	-	ea.	1,000.00	\$ -	
Hard Hats - Staff	1	-	ea.	25.00	\$ -	
Hard Hats - Guests	1	-	ea.	25.00	\$ -	
Ice	1	-	mo.	55.00	\$ -	
Bottled Water	1	-	mo.	100.00	\$ -	
Weather Thermometer (Weather Station)	1	-	ea.	500.00	\$ -	
Reproduction Expenses	1		set	200.00	\$ -	
COVID 19						see below
Hand Wash Stations	1	-	ea.	550.00	\$ -	
Signage	1	-	ls.	1,000.00	\$ -	
Temperature Readers	1	-	ea.	75.00	\$ -	
Soap Dispensers	1	-	mo.	25.00	\$ -	
Job Office- PPE: Mask, sanitizer, gloves	1	-	ls.	50.00	\$ -	
UTILITIES						see below
Construction Power - Meter and Pole Install for Trailer	1	-	ea.	4,500.00	\$ -	
Construction Power - Site Lighting Install for Trailer	1	-	ea.	1,200.00	\$ -	
Water Consumption - Water Line Installation for Traile	1	-	ls.	1,500.00	\$ -	
Internal Networking Hub - Intranet Installation	1	-	ls.	-	\$ -	
Construction Electric Power - Monthly	1	-	mo.	350.00	\$ -	
Water Consumption - Monthly	1	-	mo.	225.00	\$ -	
Internet - Monthly	1	-	mo.	125.00	\$ -	
Field Office Security System - Monthly	1	-	mo.	120.00	\$ -	
HOISTING						see below
Stair Scaffolding	1	-	mo.	6,000.00	\$ -	
EQUIPMENT			ls.		\$ -	
Small Tools	1	-	ea.	500.00	\$ -	
Utility Cart - Used	1	-	ea.	8,000.00	\$ -	
Mechanical Lull / Lift / Hoisting	1	-	mo.	4,500.00	\$ -	
Mechanical Lull & Cart Fuel and Maintenance	1	-	mo.	500.00	\$ -	
SCHEDULING						see below
Scheduling Set-Up	1	-	ea.	3,742.00	\$ -	
Scheduling Updates	1	-	mo.	450.00	\$ -	
MISC. REQUIREMENTS						see below
Ribbon Ceremony	1	-	ls.	500.00	\$ -	
Project Signage	-	-	ls.	500.00	\$ -	
Project Closeout	1	-	ls.	1,850.00	\$ -	
SUB TOTAL GENERAL CONDITIONS					\$ -	
GENERAL REQUIREMENTS						
SUB TOTAL GENERAL REQUIREMENTS					\$ -	
SUB TOTAL STAFFING	1	1	ls.	\$ 1,740.00	\$ 1,740	
TOTAL GC, GR, STAFF					\$ 1,740	

GMP STAFFING

ITEM #	POSITION OR TITLE OF STAFF	UTILIZATION RATE	QTY IN MONTHS	UNIT PRICE	TOTAL RATE
Construction Staff: Contract- Year 1 & 2 (4/13/20 - 4/12/22)					
1	Home Office Employees - Sines, Martin, Lowery	0.00	1.0	\$ 21,150	\$ -
2	Project Manager - Joel Speice	0.00	1.0	\$ 16,700	\$ -
3	Project Manager - Patrick Strobel	0.00	0.0	\$ 15,400	
4	Assistant Project Manager - TBD	0.00	0.0	\$ 10,900	\$ -
5	Superintendent - TBD	0.10	1.0	\$ 17,400	\$ 1,740
6	Project Coordinator- Lisa Rosales	0.15	0.0	\$ 8,800	\$ -
7	Field Office (Trailer)	0.00	0.0	\$ 2,500	\$ -
8	Field Office (move in/set up/move out)	0.00	0.0	\$ 3,000	\$ -
	SUBTOTAL				\$ 1,740
TOTAL STAFF COSTS					\$ 1,740