

Document 00 53 23 - GMP Amendment (K-12 School CM at Risk Project)

State of Ohio Standard Requirements for Public Facility Construction

GMP Amendment No. 1.1

The State of Ohio, acting by and through the President and Treasurer of the School District Board, and the CM enter into this Amendment as of the date set forth below to amend the Contract they entered into as of **April 26, 2022** in connection with the Project known as:

Project Number:	SFC-220488.01
Project Name:	Celina PK-6 Building & Renovation – Early Site Package
Site Address:	227 Portland Street, Celina, OH 45822
School District Board (“Owner”):	Celina CSD
Owner’s Representative:	Deb Guingrich 585 E. Livingston Street, Celina, OH 45822
Contracting Authority:	The School District Board above in conjunction with the Ohio Facilities Construction Commission
Construction Manager (“CM”):	Peterson Construction Company
CM’s Principal Contact:	Don Bergfeld, President
Address:	18817 State Route 501 North Wapakoneta, OH 45895
Architect/Engineer (“A/E”):	Garmann/Miller and Associates, Inc.
A/E’s Principal Contact:	Eric Baltzell
Address:	38 South Lincoln Drive Minster, OH 45865

ARTICLE 1 - CONTRACT SUM AND RELATED ITEMS FOR THIS AMENDMENT

1.1 The Contract Sum is **\$2,218,972**, which is the sum of the estimated Cost of the Work, plus the CM’s Contingency, plus the CM’s Fee as follows:

1.1.1 The estimated Cost of the Work is **\$2,144,354** which includes all Allowances (if any) and Unit Prices (if any) defined through this Amendment, and is the sum of:

1.1.1.1 CM’s Construction Stage Personnel Costs in the amount of **\$215,654**, which amount shall not exceed **\$1,268,555**;

1.1.1.2 General Conditions Costs in the amount of **\$53,200**, which shall not exceed **\$423,202.00**;

1.1.1.3 all Work the CM proposes to provide through Subcontractors in the amount of **\$1,875,500**;

1.1.1.4 all Self-Performed Work the CM proposes to provide directly or through a CM Affiliated Entity in the amount of **\$0**, which amount does not include any costs accounted for under the CM’s Construction Stage Personnel Costs or General Conditions Costs.

1.1.2 The CM’s Contingency in the amount of **\$37,526**, which shall not exceed an amount equal to the below-indicated percentage of the associated Cost of the Work as identified in the Agreement: (Please note we have reduced the CMR contingency from 2.0% to 1.75% due to early bidding)

Scope of Work	CM’s Contingency percentage	CM’s Contingency amount
Bid Pkg 1 - Sitework	1.75%	\$37,526

1.1.2.1 Notwithstanding **Article 9** of the **General Conditions**, the Contingency Review Dates will be the dates on which the CM achieves the following activities identified in the **Construction Progress Schedule** attached as **GMP Exhibit E**:

Activity 1 – Completion of building pad

1.1.3 The CM's Fee in the amount of **\$37,092** which shall not exceed an amount equal to the below-indicated percentage of the associated sum of the above-identified Cost of the Work plus the above-identified CM's Contingency as identified in the Agreement:

Scope of Work	CM's Fee percentage	CM's Fee amount
Bid Pkg 1 - Sitework	1.70%	\$37,092

1.2 Recap of Contract Sum and Related Items:

Compensation Component Description (refer to complete description in the Section of this GMP Amendment referenced below)	Current Amount (before execution of this GMP Amendment)	Increase(Decrease) (amount added to or (deducted from) Current Amount)	Amended Amount (after execution of this GMP Amendment)
1.1 Contract Sum	\$0	\$2,218,972	\$2,218,972
1.1.1 Estimated Cost of the Work	\$0	\$2,144,354	\$2,144,354
1.1.1.1 Personnel Costs	\$0	\$215,654	\$215,654
1.1.1.2 General Conditions Costs	\$0	\$53,200	\$53,200
1.1.1.3 Subcontracted Work	\$0	\$1,875,500	\$1,875,500
1.1.1.4 Self-performed Work	\$0	\$0	\$0
1.1.2 CM's Contingency	\$0	\$37,526	\$37,526
1.1.3 CM's Fee	\$0	\$37,092	\$37,092

1.3 The penal sum of the CM's Bonds shall equal 100 percent of the CM's Total Compensation.

1.4 Compensation per building is set forth in the **Compensation Schedule** attached as **Exhibit N**.

ARTICLE 2 - CONTRACT TIMES

2.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this GMP Amendment)
Notice to Proceed	0 days	10/20/2022
Building pad complete	131 days	03/01/2023
Substantial Completion of all Work	711 days	10/1/2024

2.1.1 The projected dates listed under "Projected Date (as of the date of this GMP Amendment)" are provided only for convenient reference during the consideration and negotiation of this GMP Amendment. The durations listed under "Contract Time" define the Contract Times and take precedence over the projected dates.

ARTICLE 3 - LIST OF EXHIBITS

3.1 This Amendment is based upon the following documents:

3.1.1 Basis Documents attached as **GMP Exhibit A**;

(This exhibit includes the Design Intent Statement and a list, which identifies by number, title, and date, all of the Drawings, Specifications, and other documents, upon which the CM relied to prepare this Amendment.)

3.1.2 Assumptions and Clarifications attached as **GMP Exhibit B**;

(This exhibit includes a complete list of the assumptions and clarifications made by the CM in the preparation of this Amendment, which list is intended to clarify the information contained in the Basis Documents, but is not intended to otherwise modify the Contract.)

3.1.3 Project Estimate attached as GMP Exhibit C;

(This exhibit includes a detailed estimate of the Cost of the Work which (1) allocates the cost of each of item of the Work to labor and materials/equipment organized by trade categories and (2) does not contain a lump-sum estimate for any item other than the CM's Fee and the CM's Contingency. This exhibit is informational only. It is included to provide a tool to evaluate, analyze, and discuss the proposed Contract Sum.)

3.1.4 Project Schedule attached as GMP Exhibit D;

3.1.5 Construction Progress Schedule attached as GMP Exhibit E;

3.1.6 Staffing Plan attached as GMP Exhibit F;

(This exhibit includes the CM's detailed plan for staffing the Project during the Construction Stage and an outline of the qualifications and experience of the CM's proposed project manager and proposed superintendent, including references, unless the CM previously submitted that information and the CM's project manager and superintendent were approved.)

3.1.7 Subcontractor Work Scopes attached as GMP Exhibit G;

(This exhibit includes a detailed scope-of-Work description for each anticipated Subcontract.)

3.1.8 Scope of CM's Self-Performed Work attached as GMP Exhibit H;

(This exhibit includes a detailed scope-of-Work description for all Self-Performed Work the CM proposes to provide itself or through a CM Affiliated Entity if the requirements in the Contract are met; otherwise this scope of Work will be performed by a Subcontractor.)

3.1.9 Schedule of Allowances attached as GMP Exhibit I (if applicable);

(This exhibit includes a complete list and detailed description of all Allowance Items with related measurement and payment terms.)

3.1.10 Schedule of Unit Prices attached as GMP Exhibit J (if applicable);

(This exhibit includes a complete list and detailed description of all Unit Price items with related measurement and payment terms.)

3.1.11 Schedule of Alternates attached as GMP Exhibit K (if applicable);

(This exhibit includes a complete list and detailed description of all Alternates with related measurement and payment terms.)

3.1.12 Schedule of Incentives and Shared Savings attached as GMP Exhibit L (if applicable);

(This exhibit includes a detailed description of all performance incentives/bonuses applicable to the Work including related measurement/entitlement and payment terms.)

3.1.13 Schedule of Locally Funded Initiatives attached as Exhibit M (if applicable); and

(This exhibit includes a complete list and detailed description of all Locally Funded Initiatives or LFI's.)

3.1.14 Compensation Schedule attached as Exhibit N (if applicable).

(This exhibit includes the CM's total compensation as well as compensation per building.)

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth below:

Peterson Construction Co.

**STATE OF OHIO, BY AND THROUGH THE
SCHOOL DISTRICT BOARD**

Signature

Donald J. Bergfeld, President

Printed Name

Title

Signature

Deb Guingrich, Board President

Printed Name

School District Board President

Date

Signature

Tom Sommer, Treasurer

Printed Name

School District Board Treasurer

TREASURER'S CERTIFICATION

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the **Board of Education of the Celina School District** under the foregoing Amendment have been lawfully appropriated for such purposes and are in the treasury of the **Celina School District** or are in the process of collection to an appropriate fund, free from any previous encumbrance.

Purchase Order No.

Signature

Tom Sommer, Treasurer

Printed Name

School District Board Treasurer

APPROVAL OF THE OHIO FACILITIES CONSTRUCTION COMMISSION

Cheryl J. Lyman

Executive Director

END OF DOCUMENT