

# Amendment No. 5

## TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

### *Jefferson City Bond Program – Guaranteed Maximum Price*

Pursuant to Section 2.2 of the Agreement, dated October 09, 2017 between Jefferson City Public Schools (Owner) and Nabholz Construction Services (the Construction Manager), for construction on the Second High School only as follows: 1) Bid Package, 2) CM SDI Insurance, 3) CM Gap Coverage Insurance, 4) CM Performance and Payment Bond, 4) CM Contingency at 2.5%, and 5) CM Fee at 1.9%. Refer to Exhibit B Amendment 5 Cost Breakdown dated July 24, 2018 for further clarifications. The Owner and Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

### **ARTICLE I GUARANTEED MAXIMUM PRICE**

The Construction Manager's Guaranteed Maximum Price for the Jefferson City Public Schools Bond Projects' Second High School fifth Bid Package 5 – 100% CD's, as well as insurances, bond, contingency, and fee as described above (including the Cost of Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5) is **\$77,609,422.96**. Please note that GMP Amendments 1, 2, 3 & 4 are inclusive of this GMP Amendment 5. This Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through C, as follows:

- Exhibit A      GMP Contract Amendment 5 Listing of Drawings, Specifications, addenda and other Conditions of the Contract on which the Guaranteed Maximum Price is based, dated May 15, 2018.
- Exhibit B      GMP Contract Amendment 5 Cost Breakdown, pages 1 through 1, dated July 24, 2018.
- Exhibit C      GMP Contract Amendment 5 Clarifications on this Amendment, pages 1 through 1, dated July 24, 2018.

The information contained herein is considered confidential and proprietary and is being provided by Nabholz Construction Services specifically for the project noted and the exclusive use of the individual or firm that requested it. Any duplication, re-transmission or modification of any of the information is strictly prohibited without the written authorization of Nabholz Construction Services and in compliance with Missouri Open Records Act (reference Article 11.4 of the A133-2009 Agreement between Owner and CM).

### **ARTICLE II CONTRACT TIME**

The date of Substantial Completion established by this Amendment is as follows, and is subject to all building permits obtained, temporary certificate of occupancy permissions and sign off by code officials including but not limited to Fire Chief, Fire Marshal, and Jefferson City Building municipality, reception of all design deliverables from Owner's Design Team as shown within Pre-Construction schedule, any change in documents implemented by the Owner, and any delay caused by reception of OCIP documentation requirements such as the Policy provided to Nabholz and its subcontractors.

#### Second High School Phase 1

-Includes a portion of the First Floor whereby Classrooms, Commons, and Admin are located (not including Gym), mechanical and electrical rooms associated to Phase 1- **August 15, 2019**

#### Second High School Phase 2

-Includes the remainder of the project- **December 31, 2019**

**OWNER**

**CONSTRUCTION MANAGER**

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*(Signature)*

Mr. Steve Bruce,  
President of the Board

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*(Printed name and title)*

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*(Signature)*

Jon Pahl,  
President – Midwest Operations

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*(Printed name and title)*

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**Date**

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**Date**

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