



Memorandum

To: Mr. Jason Hoffman
CEO/COO of Schools, Jefferson City Public Schools

From: Michael Feamster
Project Executive, Nabholz Construction Services

Ref: Guaranteed Maximum Price Amendment 7 for Bid Package 2 – JCHS Building Package and other items as set forth in Amendment 7.

November 8, 2018

Mr. Hoffman,

Please find the enclosed contract GMP Contract Amendment 7 dated November 8, 2018 for the construction of the Bid Package 2 – JCHS Building Package as well as other miscellaneous items as set forth within Amendment 7 as necessary to perform this work.

The project includes all new construction per design drawings and specifications by The Architects Alliance and CMPS. Please refer to Exhibit A for the complete list of design documents associated to our scope of work.

The Jefferson City High School (Current HS) project will be substantially complete by January 31, 2020, pending Board of Education approval of this GMP 7 and other subsequent GMP approvals, as well as various municipalities' approval and items referred to within this Amendment.

Thank you for the opportunity to serve Jefferson City Public Schools, and its community. I look forward to a successful project with you, your staff and the district.

Kind Regards,

Michael Feamster
Project Executive

Attachments
Cc: GMP Amendment 7 Documents

Amendment No. 7

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 Jefferson City High School (Current HS) as follows: 1) Bid Packages, 2) CM SDI Insurance, 3) CM Gap Coverage Insurance, 4) CM Performance and Payment Bond, 4) CM Contingency, and 5) CM Fee at 1.9%. Refer to Exhibit B Amendment 7 Cost Breakdown dated November 8, 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' Jefferson City Current High School's Bid Package 2 Rebid on Structural Steel Supply, Structural Steel Install, and Glass, Glazing, and Storefronts – 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 **\$123,527,786.96**. Please note that GMP Amendments 1, 2, 3, 4, 5, & 6 are inclusive of this GMP Amendment 7. 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 7 Listing of Drawings, Specifications, addenda and other Conditions of the Contract on which the Guaranteed Maximum Price is based, dated October 11, 2018.
- Exhibit B GMP Contract Amendment 7 Cost Breakdown, pages 1 through 2B, dated November 09, 2018.
- Exhibit C GMP Contract Amendment 7 Clarifications on this Amendment, pages 1 through 2, dated November 08, 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.

Jefferson City High Renovations and Additions- **January 31, 2020** (Refer to Project Schedule for Phasing Dates)

OWNER

CONSTRUCTION MANAGER

(Signature)

Mr. Steve Bruce,
President of the Board

(Printed name and title)

(Signature)

Jon Pahl,
President – Midwest Operations

(Printed name and title)

Date

Date

ATTEST

ATTEST

EXHIBIT B

ITEM NO.	ITEM DESCRIPTION	QUANTITY	TOTAL AMOUNT	TOTAL UNIT PRICE
Building Costs				
05-1205	Structural Steel & Misc Metals			
	Base Bid - Jackson Ville Steele	1.00 ton	1,478,530	1,478,530.00
	2% of Misc. Steel for entire project -Typical	1.00 ton	29,571	29,570.60
	05-1205 Structural Steel & Misc Metals	286,000.00 sqft	1,508,101	5.27
05-1950	Structural Steel Erection			
	A&H Erectors	1.00 ton	990,000	990,000.00
	2% of Misc Steel - Typical	1.00 ton	19,800	19,800.00
	Additional Crane Allowance	1.00 ton	25,000	25,000.00
	P&P Bond 1.6%	1.00 ton	16,557	16,556.80
	05-1950 Structural Steel Erection	286,000.00 sqft	1,051,357	3.68
08-4100	Storefronts, Glass & Glazing			
	Powell's Glass	1.00 lsum	1,650,000	1,650,000.00
	Additional Blocking and Demo with new glass interface Allowance	1.00 lsum	15,000	15,000.00
	Specification 06.06.60 Translucent Resin panels - scope gap	1.00 lsum	35,000	35,000.00
	P&P Bond - 2%	1.00 lsum	34,000	34,000.00
	08-4100 Storefronts, Glass & Glazing	286,000.00 sqft	1,734,000	6.06
	Building Costs	286,000.00 sqft	4,293,457	15.01
01-2410	Miscellaneous			
	Miscellaneous			
	Storm Shelter Miscellaneous Work Via Design Team	1.00 week	150,000	150,000.00
	Structural Steel - Delong's Nichols Career Center (Currently being fabricated)	1.00 week	110,798	110,798.00
	Add Atkins Stadium & CCHS Football Shockpad	1.00 week	217,430	217,430.00
	Contingency Back to CM	1.00 week	430,000	430,000.00
	01-2410 Miscellaneous	286,000.00 sqft	908,228	3.18
	Miscellaneous	286,000.00 sqft	908,228	3.18

PROJECT NAME Jefferson City- Current High School
PROJECT LOCATION Jefferson City, MO
REVIEW DATE 11/8/2018
ARCHITECT
ESTIMATED DURATION
BUILDING SIZE 286,000 sf

11/9/2018
 10:45 AM

Estimate Totals

Description	Amount	Totals	
Labor			
Material			
Subcontract	5,201,685		
Equipment			
Other			
Job Cost Summary	5,201,685	5,201,685	
State Sales Tax			
County Sales Tax			
City Sales Tax			
Taxes		5,201,685	
Sub Contractor Surety	11,353		
General Liability Gap Coverag	10,701		
Insurance Totals	22,054	5,223,739	
Performance Payment Bond	26,751		
Bonds	26,751	5,250,490	
Construction Manager Fee	99,759		1.900 %
Contractors Fee	99,759	5,350,249	
Total		5,350,249	

PROJECT CONFIDENTIAL

Property of Nabholz Construction Corporation Not for Duplication or Distribution

This document includes data that is deemed trade secret or proprietary to Nabholz and prepared in conjunction with the Project. This document is shared with the Project team solely for use on this Project consistent with the responsibilities of the Project team. The Recipients shall not duplicate, use, or disclose, in whole or in part, to any person, entity, or party outside the Project team without Nabholz' prior written authorization.

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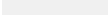


EXHIBIT C

Contract Clarifications

Scope Clarifications- Jefferson City High School Renovations and Additions

1. Clarifications:

- a. This GMP includes the scope as specifically shown in the referenced drawings associated to the Jefferson City High School Renovations and Additions in Exhibit A. Given that this is an existing school, there may be unforeseen items that arise. No unforeseen work has been allowed for except allowances addressed within this GMP #6.
- b. The Owner is responsible for removal of the Temporary Trailers and the associated work as thus: MEP disconnects, demolition of the decks, asphalt patching, removal of the trailers, and any associated lighting controls at this location.
- c. This site has been classified by the Civil Engineer for the Excavation and Site Utilities subcontractor. Mass Rock removal – 3,500 CY and Trench Rock removal – 500 CY. These quantities have been incorporated as base bid of this GMP #6. An additive or deductive change order shall be furnished should the classification be measured over or under the Civil Engineer's quantities after the work has been fully performed. All quantities shall be verified by the Civil Engineer.
- d. This project contains portions of overtime both by the CM and by its subcontractors. The project may require abnormal hours of access and coordination to successfully complete the scope, as well as decisions to be made in a timely manner by Owner that are not clearly set forth in the Construction Documents or Agreement (A133 and A201) between CM and Owner.
- e. The Owner is responsible for all Asbestos and Lead remediation except for the minimal amount noted within the Construction Documents to be addressed by the CM. Asbestos will need to be abated in a timely manner and as per schedule provided to Owner to avoid any delays.
- f. The CM has not received City comments on the drawings provided for this Bid Package 2. Should any change or requirements arise from City comments, there may be cost, or time impact associated.
- g. Reductions of Owner Soft Costs and CM Contingency has been adequately budgeted and agreed in order to move forward with this Bid Package 2's procurement. Refer to Master Program Budget to further assess full cost projection.
- h. The Construction Documents show Polished Concrete at locations of poured back concrete whereby existing Sanitary Sewer has been removed. These locations of new Polished Concrete may not match the existing surface. The CM has not allowed for an alternative flooring material at these locations should there be disparity.
- i. *All awarded subcontracts between Nabholz and subcontractor are contingent upon bonding capacity. Bonding rates to be further confirmed by Surety Letters. Should any variation arise, Nabholz will bring to the attention of JCPS and cost impact be apply.*

2. Exclusions:

- a. 3rd party testing is excluded and is assumed to be a responsibility of the Owner per Contract with CM.
- b. This GMP #6 excludes the Steel Supply and Install package per agreement between Owner and CM. It is understood that this package may be higher priced on bid day, especially due to the current market trend of rising prices.
- c. This GMP #6 excludes the Glass, Glazing, and Storefronts package per agreement between Owner and CM. It is understood that this package may be higher priced on bid day.
- d. The Design Team has indicated that the Storm Shelter at the new gym will require increased block walls, and therefore other changes to structure, envelope and anything constructed at these locations. These increases are not included within this GMP.
- e. There is no allowance for existing roof decking replacement. Work is to be done as per the Construction Documents only.
- f. CM has not included costs associated to permanent power during construction.
- g. OCIP Pollution Liability Factor of .14% has been excluded by CM but incorporated by all its subcontractors.
- h. Mobile stage in the Little Theater is excluded as there is no specification for this. We understand this to be Owner provided.
- i. Gas Relocation will be excavated and backfilled by CM. Ameren will need to relocate the Gas Line per Construction Documents. Full costs associated with Ameren have not been determined, but cost estimate has been provided within allowances. There is no allowance by CM. Owner soft costs contains "Offsite Utilities" allowances.
- j. No Alternates are included within this GMP #6 (Alt #1-5).