

EXHIBIT A
CONSTRUCTION MANAGER'S PERSONNEL

1.2 Project Team

Don Kelloge – Senior Project Manager
Jack McDonald – Project Manager
Richard Solana – Superintendent
Jonathon Miles – Assistant Superintendent
Jason Slater – Project Coordinator

EXHIBIT B

COVER SHEET FOR GENERAL TERMS AND CONDITIONS

The Agreement for Construction Management Services dated March 27, 2018 is incorporated by reference and made a part hereof as if set forth in full.

**EXHIBIT C
INDIVIDUAL PROJECT DESCRIPTION
AND APPLICABLE DOCUMENTS AND GUIDELINES**

Description of Project

Owner Project No: FY 2019 COG Pavement Preservation

Owner Project Name: Pavement Preservation Treatments Project

Location/Address: Multiple locations within the City

Description: Project Scope: The “Pavement Management Program” involves preservations needed to preserve and upgrade the overall condition of the City maintained roadways. This project utilizes the pavement condition index (PCI) from Paver pavement database to identify the general condition of the pavement in order to make the most effective use of our resources to preserve and upgrade the overall condition of our streets. Treatments fall into three main categories:

- Crack filling/sealing and double micro-surfacing
- Asphaltic surface treatment (chip/cape seal)
- AC Mill and Overlay

1.5/3.3 Documents and Guidelines

1. Agreement for Construction Management Services dated March 27, 2018
2. D.E. Scorpio Corporation. GMP Proposal (Revision #01) for 2019 Pavement Preservation dated, January 03, 2019 (inadvertently stated as 2018)
3. _____
4. _____
5. _____
6. _____

The above documents are hereby incorporated by reference in this Guaranteed Maximum Price (GMP) Agreement. In the event of any conflict between contract documents, the order of precedence shall be this GMP Agreement, the Agreement for Construction Management Services dated March 27, 2018, and then the GMP

EXHIBIT D
PROJECT DESIGN AND CONSTRUCTION SCHEDULE

1.2/3.4 Project Design and Construction Schedule*

PHASE	START DATE	END DATE
Pre-Design Phase	00 00 0000	00 00 0000
Pre-Design Program Development	00 00 0000	00 00 0000
Pre-Design Budget & Program Verification	00 00 0000	00 00 0000
Concept Schematic Design (CSD)	00 00 0000	00 00 0000
CSD Construction Cost Estimate	00 00 0000	00 00 0000
Advanced Schematic Design (ASD)	00 00 0000	00 00 0000
ASD Construction Cost Estimate Report	00 00 0000	00 00 0000
Design Development (DD)	00 00 0000	00 00 0000
DD Construction Cost Estimate Report	00 00 0000	00 00 0000
60% Construction Documents (CDs)	00 00 0000	00 00 0000
60% CDs Construction Cost Estimate Report	00 00 0000	00 00 0000
Early bid packages (Site Utilities/Foundation)	00 00 0000	00 00 0000
Early bid packages ()	00 00 0000	00 00 0000
Early bid packages ()	00 00 0000	00 00 0000
100% Construction Documents (CDs)	00 00 0000	00 00 0000
Guaranteed Maximum Price (GMP) Proposal	01 03 2019	01 03 2019
Conformed Bid Documents	12 20 2018	12 20 2018
Purchase Order	00 00 0000	00 00 0000
Notice to Proceed	03 07 2019	03 14 2019
Perform Construction	03 15 2019	08 22 2019
Substantial Completion	08 23 2019	08 23 2019
Final Completion	09 24 2019	09 23 2019

*REFERENCE ARTICLE 16. SCHEDULE REQUIREMENTS IN THE GENERAL TERMS AND CONDITIONS

EXHIBIT E
Guaranteed Maximum Price Agreement

Pursuant to the Agreement between the City of Gainesville (“Owner”) and **D.E. Scorpio Corporation** (“Construction Manager”), for Construction Management for Minor Projects dated March 27, 2018, the Owner and the Construction Manager hereby execute this **GUARANTEED MAXIMUM PRICE (“GMP”) AGREEMENT** for FY 19 Pavement Preservation and further agree as set forth below.

1 Construction Manager shall commence the Work within ten (10) calendar days after the date of issuance of the Notice to Proceed. The date of Substantial Completion for the Project shall be: **August 23, 2019.**

2 The date of Final Completion for the Project shall be 108 days after the date of Substantial Completion.

3 The Construction Manager’s Guaranteed Maximum Price (“GMP”) proposal dated January 03, 2019 attached hereto and incorporated herein is accepted by the Owner, except as provided otherwise in this GMP Agreement.

4 In accordance with Section 3.6.1.8 of the Agreement for Construction Management Services, the Construction Manager shall award Trade Contracts representing ninety percent (90%) or more of the Cost of the Work within **ninety (90)** days of issuance of the GMP Agreement.

5 The Guaranteed Maximum Price is One Million Four Hundred Fifty-One Thousand Seven Dollars (\$1,451,007.00)

6 Construction Services GMP

SUMMARY OF COSTS	GMP
General Conditions	\$ 80,592
Staffing	\$ 110,765
Trade Contracts (cost of work)	\$ 1,046,866
Contingency	\$ 68,046
CM Fee % (does not include Bonds and Insurance)	9%
CM Fee / OH&P	\$ 117,564
GMP Total:	\$ 1,451,007

FOR THE OWNER:
CITY OF GAINESVILLE

FOR THE CONSTRUCTION MANAGER:
D.E. Scorpio Corporation

BY: CITY MANAGER

BY: DONALD KELLOGG, Senior Project Manager

DATE:

DATE:

EXHIBIT F
PROJECT SPECIFIC REQUIREMENTS AND PRE-CONSTRUCTION SERVICES FEE

3.3.4 LEED Certification. The LEED Certification level is established at N/A level.

3.3.6 Initial Construction Schedule Deadline

- With Advanced Schematic Design submittal or
- With GMP submittal

3.4.3 Construction Manager’s Contingency shall be no greater, as a percentage of the estimated Cost of the Work, than the following at each of the following phases:

ten percent (**10 %**) at Conceptual Schematic Design

eight percent (**8 %**) at Advanced Schematic Design

six percent (**6 %**) at Design Development

five percent (**5 %**) at (**60 %**) Construction Documents

three percent (**3 %**) at the time the GMP proposal is submitted

two percent (**2%**) at the time that Construction Manager has bought out Trade Contracts representing ninety percent (90%) of the Cost of Work or more.

3.4.5 Jobsite Management and Logistics Plan

- with **Design Development** phase submittal or
- no later than **March 4, 2019**

3.4.8 Phased or “Fast-Track” Construction
NONE

3.5.1 GMP Proposal Submittal Deadline

- Upon completion of **sixty** percent (**60 %**) of the Construction Documents.
- thirty (30)** days after completion of the Construction Documents.
- January **3, 2019**.
-

4.1 Pre-Construction Services Fee (if required)

PHASE	FEE
Pre-Design Phase	\$ N/A
Conceptual Schematic Design	\$ N/A
Advanced Schematic Design	\$ N/A
Design Development	\$ N/A
60% Construction Documents	\$ N/A
100% Construction Documents	\$ N/A
Total:	\$ N/A

4.2 Overhead & Profit. The Construction Manager’s Overhead & Profit percentage shall not exceed 10 % for the base GMP and 10 % for any Change Orders.

4.2.2 Mileage Rate. The mileage rate for authorized travel shall be set by Owner in accordance with state law, as same may be amended or revised from time to time.

Lodging Rate. The maximum reimbursable rate for lodging shall be set by Owner in accordance with state law, as same may be amended or revised from time to time.

Meals. The maximum reimbursable rates for meals shall be set by Owner in accordance with state law, as same may be amended or revised from time to time.

5.1 Liquidated Damages: \$ N/A per day

EXHIBIT G
PROJECT-SPECIFIC MODIFICATIONS

8.12 Modifications to the Contract for Construction

NONE

EXHIBIT H

NOTICE TO PROCEED

Pursuant to the GMP Agreement between the City of Gainesville (“Owner”) and **D.E. Scorpio Corporation** for the construction of **FY 2019 COG Pavement Preservation**, the Owner and the Construction Manager hereby execute this **NOTICE TO PROCEED** and further agree as set forth below.

- 1** Construction Manager shall commence the Work within ten (10) calendar days after the last date of signature, below. The date of Substantial Completion for the Project shall be: **August 23, 2019**.
- 2** The date of Final Completion for the Project shall be **forty-five (45)** days after the date of Substantial Completion.
- 3** The Construction Manager’s Guaranteed Maximum Price (“GMP”) Proposal dated **January 03, 2019** attached hereto and incorporated herein, is accepted by the Owner, except as provided otherwise in this GMP Agreement.

FOR THE OWNER:
THE CITY OF GAINESVILLE

FOR THE CONSTRUCTION MANAGER:
D.E. Scorpio Corporation

BY: **JEFF NORMAN**

BY: **DONALD KELLOGG, Senior Project Manager**

DATE:

DATE: