

5/20/2020

Bret Bell  
City Hall  
2 East Bay Street  
Savannah, GA 31401

Heath Hans  
Jones Lang LaSalle Americas, Inc. (JLL)  
3344 Peachtree Road NE, Suite 1100  
Atlanta, GA 30326

Re: 00117400 - Savannah Arena  
Contract Modification No. 2

As discussed, the GMP Amendment submission by AECOM Hunt (Hunt) has been rescheduled for July of 2020. Modification of Agreement Between Owner and Construction Manager as Contractor dated September 26, 2019 ("Modification No. 1") contained an understood amount of \$23,530,000 that has been approved for costs associated with "early packages" prior to a previously anticipated May of 2020 GMP Acceptance. Therefore, we request a Modification No. 2 to increase the contract value by \$22,045,582 allowing "early packages" to continue and expand to include critical and/or near critical activities minimizing cost and schedule impact including but not limited to structural steel erection, MEP Coordination, and long lead material procurement. Attached, please find detailed budget proposed \$22,045,582 for Modification No. 2 for the following scopes of work:

- a. Concrete Superstructure (Precast) and Concrete on Metal Deck (COMD)
- b. Structural Steel Erection
- c. Mechanical/Electrical/Plumbing/Low Voltage Coordination
- d. Underground Mechanical/Electrical/Plumbing/Low Voltage Installation
- e. Ice Floor
- f. Sports Lighting long lead time material procurement
- g. Food Service long lead time material procurement

Please note Modification No. 2 only has partial contract values for the appropriate scopes of work as described on the attached. Upon receipt of an approved Letter of Award (LOA) from City of Savannah, Modification No. 2 will allow Hunt to execute subcontracts with subcontractors at a reduced contract value to perform partial scope of work services and material procurement on a not to exceed value. Additive Alternates to perform the balance of the contract amount to cover the balance of the

scope of services shall be written into each subcontract agreement and executed immediately upon full execution of GMP Amendment assumed to be August 2020. If in the unlikely event the GMP amendment has not been fully executed by August of 2020, the contract values and ultimately the GMP Amendment may be subject to change.

Modification No. 2 is not binding, and the values for the early work contemplated in Modification No. 2 will be adjusted as applicable in the Guaranteed Maximum Price ("GMP") upon its finalization. Hunt will utilize the Modification No. 2 amount along with Modification No. 1 amount as a Control Budget for the procurement and performance of the early work described in Modifications No. 1 and 2.

Please indicate your agreement with the clarification contained herein by signing below and returning the letter to Hunt complete with associated attachments.

Sincerely,

Patrick Wipperman  
Project Executive  
AECOM Hunt

**MODIFICATION NO. 2 APPROVAL:**

**\$22,045,582**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Company)

**Attachments: Modification of Agreement Between Owner and Construction Manager  
Modification No. 2 Budget Breakdown**

**CC: JLL – Jim Curry  
Paul Wojciechowski  
Kim Cantwell  
File**

## **MODIFICATION OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONSTRUCTOR**

THIS MODIFICATION OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONSTRUCTOR (the "Modification") dated \_\_\_\_\_, 20\_\_\_\_, by and between the MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, Georgia, a Georgia public body corporate and politic (the "City") and HUNT CONSTRUCTION GROUP, INC., an Indiana public corporation (the "Construction Manager").

### **Statement of Facts**

- A. The City and the Construction Manager are parties to that certain agreement dated May 2, 2019 ("Agreement"), whereby the City has contracted with the Construction Manager for certain services to construct the Savannah Arena.
- B. The City and the Construction Manager desire to modify the Agreement in certain respects in accordance with the terms and condition set forth herein.

NOW, THEREFORE, in consideration of the promises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the Construction Manager further agree as follows:

### **Statement of Terms**

- 1. The Agreement is hereby amended as follows:

The City and the Construction Manager will work to develop "early release" packages of work to be performed prior to the establishment of the Guaranteed Maximum Price. These early release packages will allow construction activities to begin prior to final development of construction drawings and will expedite certain phases of the construction project. It is anticipated that the following activities will occur prior to the establishment of the Guaranteed Maximum Price:

- a. Concrete Superstructure and Concrete on Metal Deck (COMD)
  - b. Structural Steel Erection
  - c. Mechanical/Electrical/Plumbing/Low Voltage Coordination
  - d. Underground Mechanical/Electrical/Plumbing/Low Voltage Installation
  - e. Ice Floor
  - f. Sports Lighting long lead time material procurement
  - g. Food Service long lead time material procurement
- 2. The Construction Manager will invoice the City for the cost of these early release packages in accordance with the terms of the Agreement and the City shall pay the invoice within terms of the Agreement.
  - 3. Any and all payments made by the City to the Construction Manager for the early packages shall be a component of the Guaranteed Maximum Price when it is established.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning thereof

**Construction Manager:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

**City of Savannah, Georgia:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

ATTEST:

By: \_\_\_\_\_  
Clerk of Council

SAVANNAH ARENA  
HUNT JOB #00117400  
MODIFICATION NO. 2 BUDGET BREAKDOWN

| DESCRIPTION                       | AMOUNT |            |                              |
|-----------------------------------|--------|------------|------------------------------|
| Concrete                          | \$     | 296,146    | Covers overrun of LOA        |
| Precast                           | \$     | 976,602    | Only covers portion of Scope |
| Structural Steel                  | \$     | 5,070,000  | Covers balance of scope      |
| Curtainwall & Interior Glazing    | \$     | 1,000,000  | Only covers portion of Scope |
| Food Service                      | \$     | 700,000    | Only covers portion of Scope |
| Scoreboards                       | \$     | 600,000    | Only covers portion of Scope |
| Ice Floor                         | \$     | 2,980,000  | Design Build Service         |
| Fire Protection                   | \$     | 400,000    | Only covers portion of Scope |
| Plumbing                          | \$     | 1,345,000  | Only covers portion of Scope |
| HVAC                              | \$     | 2,500,000  | Only covers portion of Scope |
| Electrical                        | \$     | 2,352,000  | Only covers portion of Scope |
| Sports Lighting                   | \$     | 225,000    | Only covers portion of Scope |
| Low Voltage/Tech                  | \$     | 990,000    | Only covers portion of Scope |
| Subtotal                          | \$     | 19,434,748 |                              |
| Subcontractor Bonds               | 1.25%  | \$ 242,934 |                              |
| Construction Contingency          | 3.00%  | \$ 583,042 |                              |
| General Conditions (thru 8/30/20) |        | \$ 864,146 |                              |
| General Liability Insurance       | 0.70%  | \$ 154,319 |                              |
| CM Bond                           | 0.80%  | \$ 176,365 |                              |
| Subtotal                          | \$     | 21,455,554 |                              |
| CM Fee                            | 2.75%  | \$ 590,028 |                              |
| TOTAL                             | \$     | 22,045,582 |                              |