

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: _____

A Parking Garage shall be constructed adjacent and connecting to the North side of the Savannah Arena at 620 Stiles Avenue in accordance with the Parking Garage Construction Documents dated June 19th, 2020. The Parking Garage shall consist of Precast Concrete, vertical transportation, metal panels, electrical, fire protection, mechanical systems, etc. for a complete and functioning facility in accordance with the Construction Documents at a Guaranteed Maximum Price (GMP) of \$13,296,250. Substantial Completion of the Parking Garage shall coincide with the Substantial Completion of the Arena at 11:59 PM December 20, 2021. The Parking Garage shall also be subject to all Savannah Arena contractual requirements including but not limited to local and disadvantaged business participation goals and as outlined attached qualifications and clarifications.

2. The Construction Manager will invoice the City for the cost of the parking garage 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 parking garage shall be an added component of the established Savannah Arena Guaranteed Maximum Price.

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

Project: 00117400 - Savannah Arena

Date: 12/02/2020

Address: 620 Stiles Avenue
Savannah, GA 31415

TO: Mayor and Aldermen of the City of Savannah
2 East Bay Street
Savannah GA 31401

Contract No.: 00117400
Contract Date: 09/25/2018

DESCRIPTION: PG - Parking Garage Along Northside of Savannah Arena

<u>PCI#</u>	<u>Description</u>	<u>Amount</u>
PCI00061	PG - 31B - 100% Design Documents (DDs) dated 5/11 - Revision to Pile Type and Quantity Adjustment	\$ 118,418.00
PCI00063	PG - 03A - Monolithic Elevator Pit Bottom with Quad 2 Arena GB and Pile Cap	\$ 18,965.00
PCI00079	PG - Deep Foundations Debris Field - Review Installed Piles and Testing	\$ 100,582.00
PCI00082	PG - Unforeseen Debris Field encountered by RCP installation near Storm MH-9	\$ 32,160.00
PCI00094	PG - Standby Labor and Design Revisions	\$ 190,931.00
PCI00177	PG - Parking Garage GMP Incorporation	\$ 12,835,194.00

Total: \$ 13,296,250.00

The Original Contract Value	\$ 147,583,181.00
Sum of changes by prior Owner Change Orders	\$ 0.00
The Contract Value prior to this Owner Change Order	\$ 147,583,181.00
The Contract Value will be changed by this Owner Change Order in the amount of	\$ 13,296,250.00
The new Contract Sum including this Change Order	\$ 160,879,431.00
The Contract Time will be changed by	0 Working Days
The revised Substantial Completion Date as of this Owner Change Order is	

Hunt Construction Group, Inc.

City Of Savannah

By: _____

By: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Savannah Arena
 Savannah, GA

Estimate Date: 11/13/2020

Estimate Type: CD

	Parking Garage (PG)
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Trade Cost	\$11,106,389
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Design Estimate Contingency	\$0
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TOTAL TRADE COST	\$11,106,389
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Construction Cost

Subcontractor Bonds (In Trade Cost)		\$0
CM Contingency	3.00%	\$333,192
Management General Conditions		\$531,629
Non-Management General Conditions		\$172,590
General Liability	0.70%	\$88,925
Bonding	0.80%	\$101,628

SUBTOTAL CONSTRUCTION COST	\$1,227,964
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TOTAL CONSTRUCTION COST BEFORE FEE	\$12,334,353
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CM Base Fee	2.75%	\$339,195
Preconstruction Management Fee		\$30,000

TOTAL CONSTRUCTION COST PG	\$12,703,548
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PCI's		
Pending PCI's		\$461,056

TOTAL CONSTRUCTION COST PG with PCI's	\$13,164,604
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Owner Contingency	1.00%	\$131,646
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GMP Value with Owner Contingency	\$13,296,250
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Savannah Arena

Estimate Date: 11/13/2020

Savannah, GA

Print Date: 11/13/2020

Project Size: 216290 GSF 9000 Seats

Partial Report

Page 1 of 3

Item	Description	Quantity	Unit \$	Total \$
G Parking Garage				
01X General Requirements				
01000.290	General Requirements - Parking Garage	1	LS	422,631
Total 01X General Requirements				422,631
03A Concrete				
03200.000	BP-03A - Concrete - Garage	1	LSUM	2,659,713
Total 03A Concrete				2,659,713
03C Structural Precast Stadia				
03450.001	Precast Parking Garage	1	LSUM	3,649,626
Total 03C Structural Precast Stadia				3,649,626
04A Masonry				
04200.000	BP-04A - Masonry - Garage	1	LSUM	1,065,866
04200.002	VE-1015 - Reduction in Length of Mechanical Screen Wall	1	LSUM	(47,133.00)
04200.004	VE-1016 - Replace brick/CMU screen wall from mechanical yard. Replace with Fencing	1	LSUM	(40,884.00)
Total 04A Masonry				977,849
05C Metal Railings				
05520.100	Railings - Garage	1	LSUM	530,985
05520.102	VE-1011 - Reduction of Railings based on 8/14/20 Drawings	1	LSUM	(63,789.00)
Total 05C Metal Railings				467,196
05D Misc Metal				
05500.000	Elevator Pit Ladder	1	each	1,000
05500.003	Elevator Sump Pit Frame/Grate	1	each	750.00
05500.006	Elevator Sill Angles	5	each	600.00
05500.050	Other Misc. Metals Not Yet Shown	1	ls	30,000
05500.100	Bollards	175	Each	125.00
32310.002	Fencing in Garage	150	LNFT	85.00
Total 05D Misc Metal				69,375
07A Roofing				
07540.002	Roofing Garage	1	LSUM	28,500
07600.002	Roof Coping at stair and elevator pop ups	265	LNFT	25.00
Total 07A Roofing				35,125
07B Curtainwall & Interior Glazing				
08440.004	Glass and Glazing	1	LSUM	81,800
Total 07B Curtainwall & Interior Glazing				81,800
07C Joint Sealants				
07270.002	Joint Sealants, Air Barrier, Expansion Joints - Garage	1	LSUM	218,106
Total 07C Joint Sealants				218,106
07E Metal Panels				

Savannah Arena

Estimate Date: 11/13/2020

Savannah, GA

Print Date: 11/13/2020

Project Size: 216290 GSF 9000 Seats

Partial Report

Page 2 of 3

Item	Description	Quantity	Unit \$	Total \$
G Parking Garage				
07E Metal Panels				
07430.002	Metal Panels - Garage	1	LSUM 18,300	18,300
Total 07E Metal Panels				18,300
08C Doors Frames & Hardware				
08110.002	Doors Frames and Hardware	1	LSUM 142,363	142,363
08110.010	Slatted Gate - Single	1	Each 3,000	3,000
08110.015	Slatted Gate - Double	3	Each 6,000	18,000
Total 08C Doors Frames & Hardware				163,363
09B Interior Drywall & Ceilings				
09000.010	Gyp and Ceilings	1	LSUM 105,594	105,594
Total 09B Interior Drywall & Ceilings				105,594
09D Resilient, Carpet, Base				
09681.010	Tile and Flooring - Garage	1	LSUM 15,000	15,000
Total 09D Resilient, Carpet, Base				15,000
09G Painting and Wallcovering				
09910.001	Painting	1	LSUM 27,331	27,331
09910.006	Paint Parking Stalls and Other Striping	1	LSUM 48,590	48,590
09910.010	Vehicular Traffic Coating	1	LSUM 143,637	143,637
09910.012	VE-1008 - Remove Vehicular Traffic Coating from Garage	1	LSUM (143,637.00)	-143,637
Total 09G Painting and Wallcovering				75,921
10B Signage				
10140.002	Parking Garage Signage	1	LS 25,000	25,000
10140.002	VE-1007 - Arena Signage to cover Garage	1	LS (25,000.00)	-25,000
Total 10B Signage				
11A Loading Dock Equipment				
32390.002	Parking Garage Equipment and Gates - Allowance	1	Allow 150,000	150,000
32390.100	VE-1005 - Reduce Garage Equipment Budget	1	LSUM (50,000.00)	-50,000
Total 11A Loading Dock Equipment				100,000
14A Vertical Transportation				
14000.010	Elevator - Garage	1	LSUM 389,236	389,236
Total 14A Vertical Transportation				389,236
21A Fire Protection				
21110.050	Fire Protection - Garage	1	LSUM 159,312	159,312
Total 21A Fire Protection				159,312
22A Plumbing				
22000.000	Plumbing Systems - Garage	1	LSUM 405,542	405,542
22000.100	VE-1001 - Change to PVC	1	LSUM (90,445.00)	-90,445
Total 22A Plumbing				315,097
23A HVAC				

Savannah Arena

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Savannah, GA

Print Date: 11/13/2020

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Partial Report

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Item	Description	Quantity	Unit \$	Total \$
G Parking Garage				
23A HVAC				
23812.641	HVAC - Garage	1	LSUM 142,800	142,800
Total 23A HVAC				142,800
26B Electrical & Fire Alarm				
26000.010	Electrical, Lighting, and Fire Alarm - Garage	1	LSUM 677,000	677,000
26000.100	VE-1002 - Use EMT in lieu of IMC	1	LSUM (14,596.00)	-14,596
Total 26B Electrical & Fire Alarm				662,404
27A Low Voltage Telecom, Sec, Data, etc.				
27000.010	Low Voltage - Allowance	1	Allow 125,000	125,000
Total 27A Low Voltage Telecom, Sec, Data, etc.				125,000
31A Sitework / Site Utilities				
32130.002	Parking Garage Mechanical Concrete Pads	1,289	SQFT 16.00	20,624
32150.002	Parking Garage Stone in Mechanical Yard	6,058	SQFT 1.00	6,058
Total 31A Sitework / Site Utilities				26,682
32A Landscape				
32950.002	Parking Garage Vegetations Screens	8,585	SQFT 25.00	214,625
32950.004	Parking Garage Vegetations	3,878	SQFT 3.00	11,634
Total 32A Landscape				226,259
Total G Parking Garage				11,106,389

ESTIMATE DETAIL TOTAL

\$11,106,389

General –

1. Notwithstanding any provisions of the Construction Manager-at-Risk Agreement to the contrary, the total amount to be paid to AECOM Hunt for the performance of the Change Order for the Parking Garage Construction shall be a stipulated lump sum of \$1,067,411 (which includes Pre-Construction Services Amount, the Staff costs/General Conditions Amount, and construction contingency).
2. This Owner Change Order (OCO) was generated using the Construction Documents issued on June 19th, 2020.
3. All Clarification and Qualifications included in the GMP Amendment dated August 4, 2020 shall apply to the Parking Garage OCO whether included on Parking Garage Clarifications and Qualifications or not. In the event of a discrepancy between these clarifications and any other document, these clarifications shall prevail.
4. The OCO is not a line-by-line guarantee of costs. The OCO includes adjustment for Subcontractor pricing, which may affect the detailed unit pricing displayed in our estimate report. The individual unit price amounts should not be used for budgetary purposes until their adjusted value has been verified with AECOM Hunt.
5. Any accepted value analysis items or value engineering items shall be incorporated in the construction documents or otherwise memorialized in a form agreed upon between AECOM Hunt and Owner in order to allow the construction to progress in accordance with the GMP Project Schedule.
6. The OCO excludes union wage rates and fringe benefits, Davis Bacon or any other prevailing wage rates.
7. The OCO excludes costs for building permits, plan review fees, impact fees, and metering fees.
8. The OCO includes special provisions and housekeeping as it relates to COVID-19 or Coronavirus as outlined in the "Coronavirus Disease 2019 & Workplace Preparedness Plan for Construction Projects" dated March 12, 2020. The GMP excludes any delays, work stoppages, quarantines, and all other unforeseen impacts as it relates to COVID-19.
9. Construction Manager shall not be responsible for the functionality, sight lines, layout, massing, vertical and horizontal layout of all aspects of the program. Architect is the responsible designer for the facility and any issue that may arise during construction or after construction that involves the aforementioned items shall be the sole responsibility of Architect and the Owner.
10. It is assumed that all conditions for accessibility per local, state, and federal requirements are reflected in the Documents. Construction Manager shall not be responsible for changes to design or work to comply with local, state, or federal requirements regarding ADA compliance.
11. It is assumed that all requirements by local, state, and federal jurisdictions are reflected in the documents. This OCO relies on the drawings and specifications being code compliant. If not, the Owner shall be responsible for all costs to make design code compliant.

Clarifications and Qualifications

Savannah Arena
Savannah, Georgia

12. The OCO is based on the qualifications and assumptions that all elements of the work containing performance specifications and/or delegated design elements can be achieved as indicated in the Documents. The GMP assumes that all portion of the Work upon which such elements rely are sufficient to support installation and performance of such elements without modification. The GMP includes delegated design services only to the extent that such work is explicitly identified on the Contract Documents. AECOM Hunt is not responsible for the adequacy of any performance and design criteria. Neither AECOM Hunt nor its subcontractors shall be considered the Architect or Engineer of Record for any work.
13. The Management General Conditions and Non-Management General Conditions include items for AECOM Hunt to conduct business at the site. This includes office set-up, office staff salary, and other similar items.
14. The OCO excludes General Conditions for the Owner's separate contractors, FFE, and consultants.
15. The parking garage construction schedule is based on a start of December 2020 with a substantial completion of December 20, 2021.
16. OCO is based generally on normal working hours, 7 AM to 3:30 PM Monday through Friday.
17. Sales tax is included
18. Subcontractor bonding is included
19. CM Payment/Performance Bond is included
20. General liability insurance is included.
21. In accordance with the Agreement, Builders Risk Property Insurance is excluded and shall be provided by Owner. Owner has procured and shall maintain "all-risk" Builder's Risk for the full duration of the project.
22. Railroad Protective Insurance is excluded. Any special provisions including but not limited to standby or railroad monitoring by separate entities is excluded.
23. The OCO excludes all utility fees and/or charges for permanent service installation or relocation, including but not limited to fees and/or charges from utility companies, railroad, City of Savannah, etc.
24. Estimate does not include tap/connection fees or service initial fees from any utility providers.
25. We have excluded owner related project soft costs such as:
 - a. Owner's Contingency other than as noted below the line on the OCO and GMP Amendment estimate cover page. Said contingency excludes all allowable AECOM Hunt mark ups which shall be applied as contingency utilized.
 - b. Financing
 - c. A/E and other consultant fees

- d. Owner project management and administration costs
 - e. Commissioning Agent Services
 - f. Moving expenses
 - g. Advertising expenses
 - h. Utility Consumption
-
- 26. AECOM Hunt shall be provided CAD/Revit files at no cost to distribute to subcontractors for shop drawing and coordination drawing preparation without fees.
 - 27. Material Testing is excluded.
 - 28. The OCO assumes prompt response by the Owner's consultants including testing consultants within 48 hours (or otherwise required) of receipt of notice from Hunt in order to maintain the Project Schedule. Any delays caused by non-responsiveness of these consultants will be at the Owner's expense.
 - 29. The OCO excludes any costs for a Commissioning Agent or Third-Party Inspections.
 - 30. The OCO includes the use of BIM 360 for Requests for Information (RFIs) and Submittals.
 - 31. The OCO includes the use of BIM 360 for field use for QA/QC and Punch List by the entire Project Team, including but not limited to A/E.
 - 32. Any design team and/or third party testing agency observations requiring remediation/rework and other field inspection reports shall be issued and be inclusive of all comment and/or direction from the Owner and its design team on a bi-weekly basis in BIM 360. Such lists shall be coordinated and formally issued to the CM through a single entity.
 - 33. The OCO includes the use of the Hunt Project Management Software, CMiC and Textura. CMiC will be used for Cost i.e. Subcontracts, Change Orders, etc. communicate with Textura. Textura will be used for accounting and the monthly payment applications.
 - 34. The OCO excludes any guarantee for any type of LEED certification for the Parking Garage.
 - 35. The OCO does not include future tariffs, governmental fees or taxes, or changes in law to the extent any such events increase the cost or time of the performance of the Work, Construction Manager shall be entitled to a Change Order equitably adjusting the Contract Sum and Contract Time accordingly.
 - 36. The OCO excludes all Furniture, Fixtures, and Equipment (FF&E) that are to be Owner Furnished and/or Owner Furnished Owner Installed.
 - 37. FF&E Contractors working directly for the owner will provide their own hoisting, clean-up, trash removal, and dumpsters for their items of work.
 - 38. Blocking, sleeving, or similar rough-in requirements for Owner-furnished items is excluded unless specifically shown on the Contract Documents.

Clarifications and Qualifications

Savannah Arena
Savannah, Georgia

39. The OCO excludes final clean. GMP includes a construction clean or "broom sweep" clean for final clean to be completed by others.
40. The OCO assumes no hazardous materials are present on the site in any form that may require special handling, disposal, recovery, or cost considerations. There have been no costs included for remediation of or haul off of any soils materials that may contain hazardous materials.
41. The OCO does not include funds for unforeseen site conditions beyond the identified Owner controlled Allowance. The GMP excludes the removal of unidentified or unknown structures below grade.
42. Off-site utility demolition and/or relocation has not been included.
43. The OCO includes the following Owner Allowances to be used only at Owner Direction and Approval, and all values are NOT guaranteed by AECOM Hunt and if costs exceed Owner Allowances than AECOM Hunt shall only perform work in excess of Owner Allowance following receipt of Owner Change Order (OCO) or other acceptable contract vehicle:
- | | |
|---------------------------------------|------------|
| a. Parking Garage Equipment and Gates | \$ 100,000 |
| b. Low Voltage and Security | \$ 125,000 |
44. The OCO incorporates the project information including but not limited to all associated costs contained in the following Potential Change Items (PCIs) document:
- | | |
|---|-----------|
| a. PCI 00061 – PG – 31B – 100% Design Documents Pile Qty and Type | \$118,418 |
| b. PCI 00063 – PG – 03A – Monolithic Elevator Pit with Quad 2 Arena | \$18,965 |
| c. PCI 00079 – PG – Deep Foundation Debris Field | \$100,582 |
| d. PCI 00082 – PG – Unforeseen Debris Field by RCP near Storm MH-9 | \$32,160 |
| e. PCI 00094 – PG – Standby Labor and Design Revisions | \$190,931 |
45. For changes in the Work, in addition to mark ups by Subcontractors, the following mark ups shall be applied by AECOM Hunt (AECOM Hunt reserves the right to waive mark ups or adjust appropriately on a case by case basis with mutual agreement by Owner):
- | |
|--|
| a. General Conditions (GCs) 2.5% |
| b. Insurance 0.7% |
| c. CM Payment and Performance Bonds 0.8% |
| d. Fee 2.75% |

Division 3 – Concrete

- 3.1. The OCO excludes traffic coating in accordance with accepted VE-1008.

Division 4 – Masonry

Clarifications and Qualifications

Savannah Arena
Savannah, Georgia

- 4.1. OCO excludes brick/CMU screen wall surrounding the mechanical yard. A BASTEEL Architectural Commercial Fence with standard finishes has been included in the OCO in accordance with VE-1016.

Division 22 – Plumbing

- 22.1. We have included underground and aboveground sanitary waste and vent piping as PVC.
- 22.2. We have included underground and aboveground storm piping as PVC.

Division 26 Electrical

- 26.1. The OCO includes the use of EMT in lieu of IMC in accordance with VE-1002