

**Document 00 53 23 - GMP Amendment 1 - Early Site
(OSFC CM at Risk Project)
State of Ohio Standard Requirements for Public Facility Construction**

The State of Ohio, acting by and through the President and Treasurer of the School District Board, and the CM enter into this Amendment as of the date set forth below to amend the Contract they entered into as of November 24, 2014 in connection with the Project known as:

Project Number: SFC-140365
Project Name: Norton High School
School District Board (“Owner”): Norton City School District
Contracting Authority: The School District Board above in conjunction with the Ohio Facilities Construction Commission
Construction Manager (“CM”): C.T. Taylor Company, Inc.

ARTICLE 1 - CONTRACT SUM AND RELATED ITEMS FOR THIS AMENDMENT

1.1 The Contract Sum is \$2,987,726.81 which is the sum of the estimated Cost of the Work, plus the CM’s Contingency, plus the CM’s Fee as follows:

1.1.1 The estimated Cost of the Work is \$2,829,956.72 which includes all Allowances (if any) and Unit Prices (if any) defined through this Amendment, and is the sum of:

1.1.1.1 CM’s Construction Stage Personnel Costs in the amount of \$107,646.12, which amount shall not exceed \$107,646.12;

1.1.1.2 General Conditions Costs in the amount of \$42,152.60 which shall not exceed \$42,152.60;

- .1 Since the date of the Agreement, the scope of the General Conditions Work has been increased as follows:
N/A;
- .2 On account of the increase in the scope of the General Conditions Work, the General Conditions Costs cap stated in the Agreement is hereby changed to \$0.00.

1.1.1.3 all Work the CM proposes to provide through Subcontractors in the amount of \$2,680,158.00;

1.1.1.4 all Work the CM proposes to self-perform directly or through a CM Affiliated Entity in the amount of \$0.00, which amount does not include any costs accounted for under the CM’s Construction Stage Personnel Costs or General Conditions Costs.

1.1.2 The CM’s Contingency in the amount of \$84,898.70 which shall not exceed 3% percent of the above-identified Cost of the Work.

1.1.3 The CM’s Fee in the amount of \$72,871.39, which shall not exceed 2.5% percent of the sum of the above-identified Cost of the Work plus the above-identified CM’s Contingency.

1.2 Recap of Contract Sum and Related Items:

Compensation Component Description (refer to complete description in the Section of this GMP Amendment referenced below)	Current Amount (before execution of this GMP Amendment)	Increase(Decrease) (amount added to or (deducted from) Current Amount)	Amended Amount (after execution of this GMP Amendment)
Contract Sum	\$0.00	\$2,987,726.81	\$2,987,726.81
Estimated Cost of the Work	\$0.00	\$2,829,956.72	\$2,829,956.72
Personnel Costs	\$0.00	\$107,646.12	\$107,646.12
General Conditions Costs	\$0.00	\$42,152.60	\$42,152.60
Subcontracted Work	\$0.00	\$2,680,158.00	\$2,680,158.00
Self-performed Work	\$0.00	\$0.00	\$0.00
CM’s Contingency	\$0.00	\$84,898.70	\$84,898.70

Compensation Component Description (refer to complete description in the Section of this GMP Amendment referenced below)	Current Amount (before execution of this GMP Amendment)	Increase(Decrease) (amount added to or (deducted from) Current Amount)	Amended Amount (after execution of this GMP Amendment)
CM's Fee	\$0.00	\$72,871.39	\$72,871.39

ARTICLE 2 - CONTRACT TIMES

2.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this GMP Amendment)
Building Pad Complete	144 days	March 27, 2015
Substantial Completion of all Work of GMP 1	208 days	June 30, 2015

2.1.1 The projected dates listed under "Projected Date (as of the date of this GMP Amendment)" are provided only for convenient reference during the consideration and negotiation of this GMP Amendment. The durations listed under "Contract Time" define the Contract Times and take precedence over the projected dates.

ARTICLE 3 - LIST OF EXHIBITS

3.1 This Amendment is based upon the following documents:

3.1.1 **Basis Documents** attached as **GMP Exhibit A**;

(This exhibit includes the Design Intent Statement and a list, which identifies by number, title, and date, all of the Drawings, Specifications, and other documents, upon which the CM relied to prepare this Amendment.)

3.1.2 **Assumptions and Clarifications** attached as **GMP Exhibit B**;

(This exhibit includes a complete list of the assumptions and clarifications made by the CM in the preparation of this Amendment, which list is intended to clarify the information contained in the Basis Documents, but is not intended to otherwise modify the Contract.)

3.1.3 **Project Estimate** attached as **GMP Exhibit C**;

(This exhibit includes a detailed estimate of the Cost of the Work which (1) allocates the cost of each of item of the Work to labor and materials/equipment organized by trade categories and (2) does not contain a lump-sum estimate for any item other than the CM's Fee and the CM's Contingency. This exhibit is informational only. It is included to provide a tool to evaluate, analyze, and discuss the proposed Contract Sum.)

3.1.4 **Project Schedule** attached as **GMP Exhibit D**;

3.1.5 **Construction Progress Schedule** attached as **GMP Exhibit E**;

3.1.6 **Staffing Plan** attached as **GMP Exhibit F**;

(This exhibit includes the CMs detailed plan for staffing the Project during the Construction Stage and an outline of the qualifications and experience of the CM's proposed project manager and proposed superintendent, including references, unless the CM previously submitted that information and the CM's project manager and superintendent were approved.)

3.1.7 **Subcontractor Work Scopes** attached as **GMP Exhibit G**;

(This exhibit includes a detailed scope-of-Work description for each anticipated Subcontract.)

3.1.8 **Scope of CM's Self-Performed Work** attached as **GMP Exhibit H**;

(This exhibit includes a detailed scope-of-Work description for all trade Work the CM proposes to perform itself or through a CM Affiliated Entity if the requirements in the Contract are met; otherwise this scope of Work will be performed by a Subcontractor.)

3.1.9 **Schedule of Allowances** attached as **GMP Exhibit I** (if applicable);

(This exhibit includes a complete list and detailed description of all Allowance Items with related measurement and payment terms.)

3.1.10 **Schedule of Unit Prices** attached as **GMP Exhibit J** (if applicable);

(This exhibit includes a complete list and detailed description of all Unit Price items with related measurement and payment terms.)

3.1.11 Schedule of Alternates attached as **GMP Exhibit K** *(if applicable)*;
(This exhibit includes a complete list and detailed description of all Alternates with related measurement and payment terms.)

3.1.12 Schedule of Incentives and Shared Savings attached as **GMP Exhibit L** *(if applicable)*; and
(This exhibit includes a detailed description of all performance incentives/bonuses applicable to the Work including related measurement/entitlement and payment terms.)

3.1.13 Schedule of Locally Funded Initiatives attached as **Exhibit M** *(if applicable)*.
(This exhibit includes a complete list and detailed description of all Locally Funded Initiatives or LFI's.)

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth below:

C.T. Taylor Company, Inc.

**STATE OF OHIO, BY AND THROUGH THE
SCHOOL DISTRICT BOARD**

Signature

Signature

John Hitchcock

Printed Name

Printed Name

President

School District Board President

Title

Signature

Printed Name

School District Board Treasurer

Date

TREASURER'S CERTIFICATION

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the **Board of Education of the Norton City School District** under the foregoing Amendment have been lawfully appropriated for such purposes and are in the treasury of the **Norton City School District** or are in the process of collection to an appropriate fund, free from any previous encumbrance.

Signature

Printed Name

School District Board Treasurer

APPROVAL OF THE OHIO FACILITIES CONSTRUCTION COMMISSION

David M. Chovan
Interim Executive Director

END OF DOCUMENT

GMP 1 - Exhibit A**Basis Documents**

The following documents for the basis of the Phase 1 GMP: Early Site

Report Prepared by Summit Testing & Inspection Company identified as:

Preliminary Subsurface Exploration Report- dated September 11, 2014
Norton High School, 4128 Cleveland-Massillon Rd Norton, OH 44203

Subsurface Exploration Report- dated August 08, 2014

Documents developed by MKC Associates Inc. Dated October 6, 2014, Bid Set:

- C-001 Construction Notes
- C-201 Utility Demolition Plan
- C-401 Overall Site Plan
- C-402 Site Utility Plan Northeast
- C-403 Site Utility Plan Northwest
- C-404 Site Utility Plan Southwest
- C-405 Site Utility Plan Southeast
- C-406 Site Utility Coordinate Tables
- C-501 SWPPP Notes
- C-502 SWPPP Notes
- C-503 Pre-Demolition Plan
- C-504 Construction SWPPP Plan
- C-505 South Storm Water Basin Plan
- C-506 South Storm Water Basin Geometry Plan
- C-507 North Storm Water Basin Plan
- C-508 North Storm Water Basin Geometry Plan
- C-509 SWPPP Details
- C-510 Site Utility Coordinate Tables
- C-601 Construction Details
- C-602 Construction Details
- C-603 Construction Details
- C-604 Construction Details
- C-605 Construction Details
- C-606 Construction Details
- C-607 Pump Station Plan View
- C-608 Pump Station Sectional View
- C-609 Roadway Widening Reference Drawings
- C-610 Roadway Widening Reference Drawings
- L-001 Topographic Survey
- L-100 Site Preparation
- L-101 Site Utilization
- L-200 Site Reference Plan
- L-201 Layout Plan East
- L-202 Layout Plan West
- L-203 Layout Plan Southwest
- L-204 Layout Plan South
- L-301 Grading Plan East
- L-302 Grading Plan West

- L-303 Grading Plan Southwest
- L-304 Grading Plan South
- L-400 Planting Plan East
- L-401 Planting Plan South & West
- L-600 Details
- L-601 Details
- E-001 Symbol, Legend & Notes
- E-101 Site Plan
- E-102 Details

Drawings and Specifications developed by MKC Associates Inc dated October 6, 2014, Bid Set:
Volume 1

Division 0- Procurement and Contracting Documents

00 01 10 Table of Contents

00 11 19 Request for Proposal

00 21 13 Instructions to Bidders

Subcontractor Agreement

Contracting Definitions

General Conditions

00 31 19 Existing Conditions Information

00 31 32 Geotechnical Data

00 41 00 Form of Proposal

Bid Certification

Non-Collusion Affidavit

Delinquent Personal Property Tax Affidavit

Declaration Non-Assistance Terrorist Organization

EDGE Affidavit

Equal Employment Opportunity

Drug Free Safety Program Certification

Division 1 General Requirements

01 10 00 Summary of Work

01 21 00 Allowances

01 22 00 Unit Prices

01 23 00 Alternates

01 25 00 Substitution Procedures

01 26 00 Contract Modification Procedures

01 31 00 Project Management and Coordination

01 32 00 Construction Progress Documentation

01 32 33 Photographic Documentation

01 33 00 Submittal Procedures

01 33 01 Electronic File Acceptance Agreement

01 40 00 Quality Requirements

01 41 00 Regulatory Requirements

01 42 00 References

01 50 00 Temporary Facilities and Controls

01 56 39 Temporary Tree and Plant Protection

01 57 13 Temporary Erosion and Sedimentation Control

01 60 00 Product Requirements

01 73 00 Execution

01 74 19 Construction Waste Management & Disposal

01 77 00 Closeout Procedures

01 78 39 Project Record Documentation
01 81 13 Sustainable Design Requirements
LEED Checklist
LEED Material Submittal Form

Division 2- Existing Conditions
02 41 16 Structure Demolition

Volume 2

Division 26 Electrical – FOR REFERENCE ONLY

26 05 00 Common Work Results for Electrical
26 05 26 Grounding and Bonding
26 05 29 Hangers and Supports
26 05 33 Raceway and Boxes
26 05 43 Underground Ducts
26 05 45 Handholes
26 05 53 Identification for Electrical Systems

Division 31 Earthwork

31 10 00 Site Clearing
31 20 00 Building Pad Construction
31 20 01 Site Grading
31 23 33 Trenching and Backfill

Division 32 Exterior Improvements

32 12 16 Asphalt Paving
32 91 13 Soil Preparation
32 92 00 Turf and Grasses

Division 33 Utilities

33 10 00 Water Utilities
33 13 00 Disinfecting of Water Utility Distribution
33 30 00 Sanitary Sewerage Utilities
33 32 00 Wastewater Utility Pumping Station
33 41 00 Storm Utility Drainage Piping
33 51 00 Natural Gas Distribution

Addendum #1, dated 10/17/14

Note: Value Engineering Options- See Attachment A-1

GMP 1 - Exhibit A-1 - Attachment

Norton Early Site Work VE Accepted Options

The following list is options that have been reviewed and accepted by C.T. Taylor and MKC.

1. Provide galvanized grate in lieu of stainless steel per detail 12/C-603.
2. Provide orange silt fence at locations originally called for 4' orange construction fence.
3. Eliminate D4C structure and 25' of associated pipe.
4. Location of headwall D50 to be moved towards entrance drive and placed 15' off drive. Construct ditch to grade towards wetland. Invert at D50 needs to be at 1072.00. Manhole D49 is eliminated.
5. Eliminate concrete channels at storm basins and replace with 6" deep river rock over filter fabric.
6. Reconfigure and rearrange ring road, laydown area and provide recycled material in lieu of limestone for temporary roads under finished lawn areas.
7. Eliminate D4A and D7A, relocate D4, D5, and D7.
8. Change water main from Cement Lined Ductile Iron Pipe Class 53 to Cement Lined Ductile Iron Pipe Class 52.
9. All stone under asphalt has been revised to ODOT #304 gravel in lieu of ODOT #304 limestone.
10. Watertight connections only required at manholes. All connections to catch basins, curb inlets, shall be soil tight.
11. Revise lift station:
 - A. Remove spool pieces between the two structures.
 - B. Valve box can be changed to round manhole provided it is large enough to maintain spacing requirements between pipes/equipment as indicated on the drawings.
 - C. Wet well liner can be high end Vinester coating instead of plastic.
 - D. Wet well and valve box shown to have a bitumastic lining, CS-90 is also acceptable.

Eliminate Softball Parking Lot

1. Eliminate stone and asphalt for the Softball Parking Lot and drive to edge of curb off round-about.
2. Eliminate D3C and D3B structures and 154' of associated pipe.
3. Eliminate D34 and connect 15" pipe between D33 and D35.

GMP 1 - Exhibit B

Assumptions and Clarifications:

The following assumptions and clarifications were used to form the basis of the Phase 1 GMP: Early Site Package:

1. C.T. Taylor Co. (CTT) has included a \$25,000.00 allowance for sanitary/water tap fees and any/all utility and inspection fees.
2. C.T. Taylor Co. has included a \$20,000.00 allowance for a site web cam.
3. C.T. Taylor Co. has included a \$1,500.00 allowance for a project sign.
4. Independent 3rd party inspection and testing will be performed by others (Summit Testing) and paid for by others (MRC).
5. Unsuitable soils and unforeseen underground obstructions are not included in GMP 1. Unless unsuitable soils were indentified in soil borings. All such items will be compensated under owner contingency. A unit price for unsuitable soils has been established in Exhibit J.
6. Work of this bid package is limited only to the work indicated on current basis documents (exhibit A). An attachment, Exhibit A-1 is included and identifies the accepted Value Engineering options and therefore will part of the Contract Documents. There will be additional utilities (gas, electric, etc.), site amenities, paving, concrete, landscaping and earthwork/grading in future phases.
7. All work associated with the gas service to and including the meter is by others. This includes any work required to protect the meter. Work from the meter to the building is included in GMP 1.
8. The early site package is established from drawings that do not include final review and/or comments from local jurisdictional authorities. Any modifications required by regulatory authorities will be treated as a change order to this amendment.
9. CMR assumes that any remaining CMR contingency may be rolled back into the overall CMR contingency at a mutually agreeable timeframe and made available for future phases/GMP's.
10. Procurement and/or payment for any/all permits will be the responsibility of others.
11. Two bid alternates (see Exhibit K) are not included in GMP 1 but may be re-bid in future GMP's.
12. The alternate for stadium utilities as originally designed is not valid and therefore has not been included in GMP 1. The stadium utility alternate will need to be redesigned, bid, contracted, and the work completed prior to the completion of base course asphalt and associated stone work. Costs and schedule impacts due to delays with this work are not included and therefore not subject to use of CMR contingency.
13. Work of GMP 1 includes no work associated with the Stadium Project.
14. The work of GMP 1 includes the wetlands mitigation work as identified in the basis documents. We have assumed the wetland permit will be issued in such a timeframe to allow for continuous flow of the work of GMP 1. Any delay and resultant costs will be handled through change order to GMP 1.

GMP 1 - Exhibit C

**Norton City School District
New High School**

**GMP Phase 1: Early Site Work
Estimate of Phase 1 Costs**

Item	
Earthwork	
Clearing and Grubbing	
Selective Site Demolition	
Mass Cut / Fill	
Surveying and Layout	
Underground Utilities/Misc.	
Storm Pipe	
Storm Structures	
Storm Detention System	
Water Pipe	
Water Structures	
Sanitary Pipe	
Sanitary Structures	
Force Main	
Natural Gas Service (From meter)	
Asphalt Paving (Excluding surface coarse and all walks)	
Misc Site Items (dust control, street cleaning, etc.)	
Temp Access Construction Road	
Retaining Wall	
Erosion Control	
Temp Power	
Web Cam	
Water and Sanitary Tap Fees	
Site Sign	
Total cost of work associated with Bid Package 02A:	\$2,680,158.00
(Awarded to Bob Bennett Construction, NTP date of 11-6-2014)	
CMR Construction Stage Staffing:	
Costs x Prorated Time (4 months of 22 months=18%)	
\$598,034.00 x 18%	\$107,646.12
CMR General Requirements	
(Costs – Bond) x Prorated Time	
\$270,634.00-167,114.00 = \$103,520.00 x 18%	\$18,633.60
Bond: (Based on value of work)	<u>\$72,519.00</u>
Total Cost of Work:	\$2,829,956.72
CMR Contingency @ 3% of Cost of Work:	\$84,898.70
Subtotal:	\$2,914,855.42
CMR Fee @ 2.5% of Cost of Work and Contingency:	<u>\$72,871.39</u>
Grand Total Phase 1 GMP:	\$2,987,726.81

GMP 1 - Exhibit D - Project Schedule



Norton High School CMR



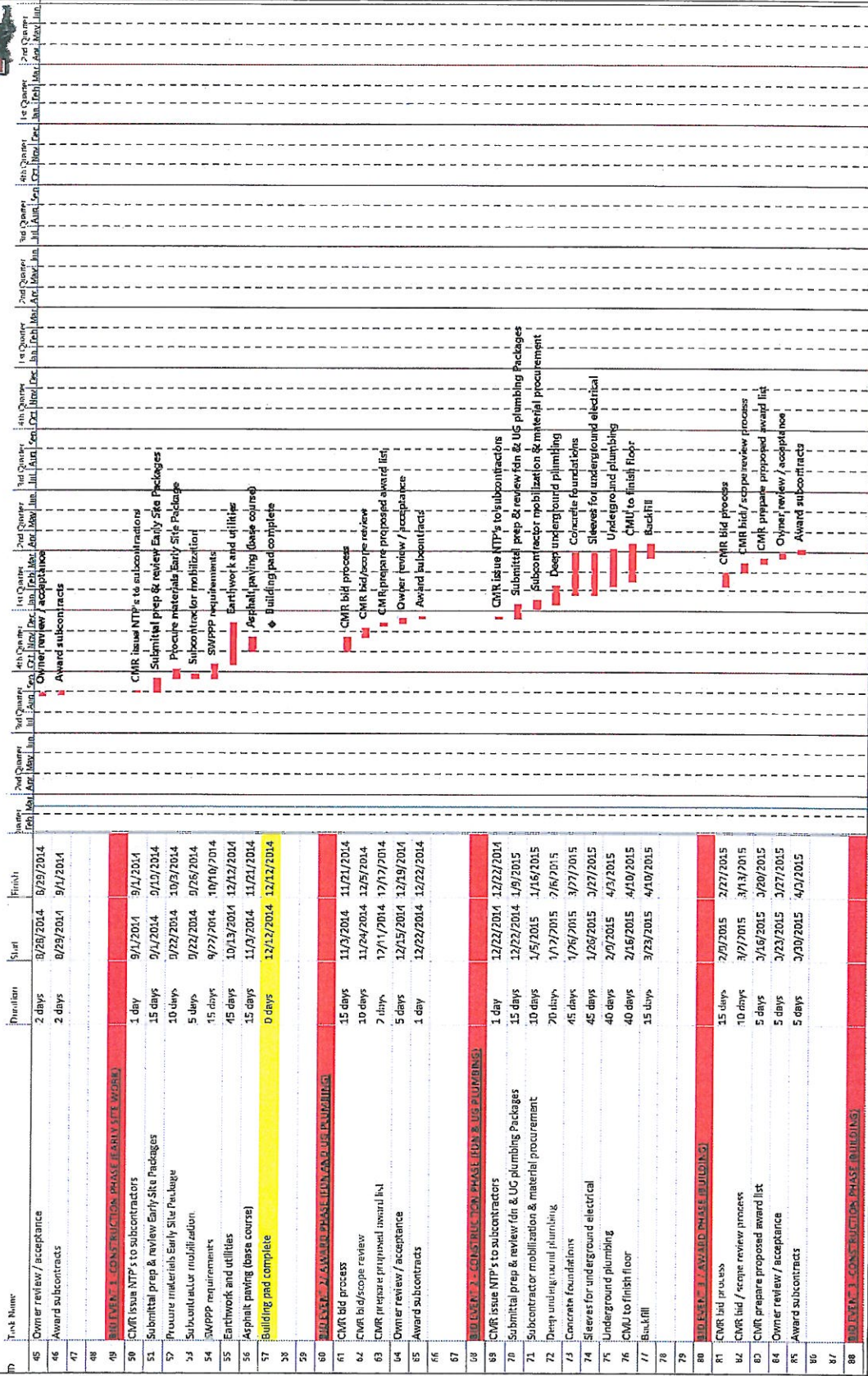
Task Name	Duration	Start	Finish
1 SCHEMATIC DESIGN PHASE			
2 Notice of Award	0 days	3/26/2014	3/26/2014
3 Prepare contract	14 days	3/26/2014	4/14/2014
4 Kick-off Meeting	1 day	4/17/2014	4/17/2014
5 Assist AE in schematic design	40 days	4/17/2014	6/27/2014
6 Review SD's	11 days	6/17/2014	6/18/2014
7 CMR develop SD estimate	10 days	6/11/2014	6/21/2014
8 SD's complete by AE	0 days	6/21/2014	6/21/2014
9			
10			
11 DESIGN DEVELOPMENT PHASE			
12 Assist AE in design development	95 days	6/17/2014	10/11/2014
13 Finalize V/C options	10 days	6/17/2014	6/18/2014
14 CMR develop DD estimate	15 days	9/29/2014	10/17/2014
15 Owner review / accept DD documents	10 days	10/11/2014	10/24/2014
16 CMR prepare GMP proposal - Bid Event 1	10 days	7/11/2014	7/25/2014
17 Owner review proposed GMP amendment - Bid Event 1	5 days	7/29/2014	8/1/2014
18 Owner approval of GMP / contract award - Bid Event 1	5 days	8/4/2014	8/8/2014
19 DD's complete by AE	0 days	10/11/2014	10/11/2014
20			
21 CONSTRUCTION DEVELOPMENT PHASE			
22 CMR prepare bid package strategy	15 days	9/8/2014	9/26/2014
23 Assist AE in construction documents	85 days	10/16/2014	2/11/2015
24 Owner review / accept bid package strategy	10 days	9/22/2014	10/10/2014
25 CMR prepare subcontractor prequalification criteria	10 days	10/13/2014	10/24/2014
26 CMR solicit prequalified subcontractors	15 days	10/27/2014	11/14/2014
27 CMR prepare GMP proposal - Bid Event 2	10 days	11/24/2014	12/05/2014
28 Owner review proposed GMP amendment - Bid Event 2	5 days	12/18/2014	12/19/2014
29 Owner approval of GMP / contract award - Bid Event 2	5 days	12/15/2014	12/19/2014
30 CMR develop CD estimate	15 days	12/29/2014	1/19/2015
31 CMR prepare GMP proposal - Bid Event 3	5 days	1/19/2015	1/23/2015
32 Owner review proposed GMP amendment - Bid Event 3	5 days	1/26/2015	1/30/2015
33 Owner approval of GMP / contract award - Bid Event 3	20 days	1/12/2015	2/06/2015
34 CD's complete for Bid Event 1 (Early Site Work)	0 days	7/15/2014	7/15/2014
35 CD's complete for Bid Event 2 (Fdn and U.G. Plumbing)	0 days	10/31/2014	10/31/2014
36 CD's complete for Bid Event 3 (Building)	0 days	2/11/2015	2/11/2015
37			
38			
39			
40 BID EVENT / AWARD PHASE			
41 CMR bid process	15 days	7/30/2014	8/19/2014
42 CMR bid / scope review	5 days	8/19/2014	8/25/2014
43 CMR prepare proposed award list	2 days	8/26/2014	8/27/2014



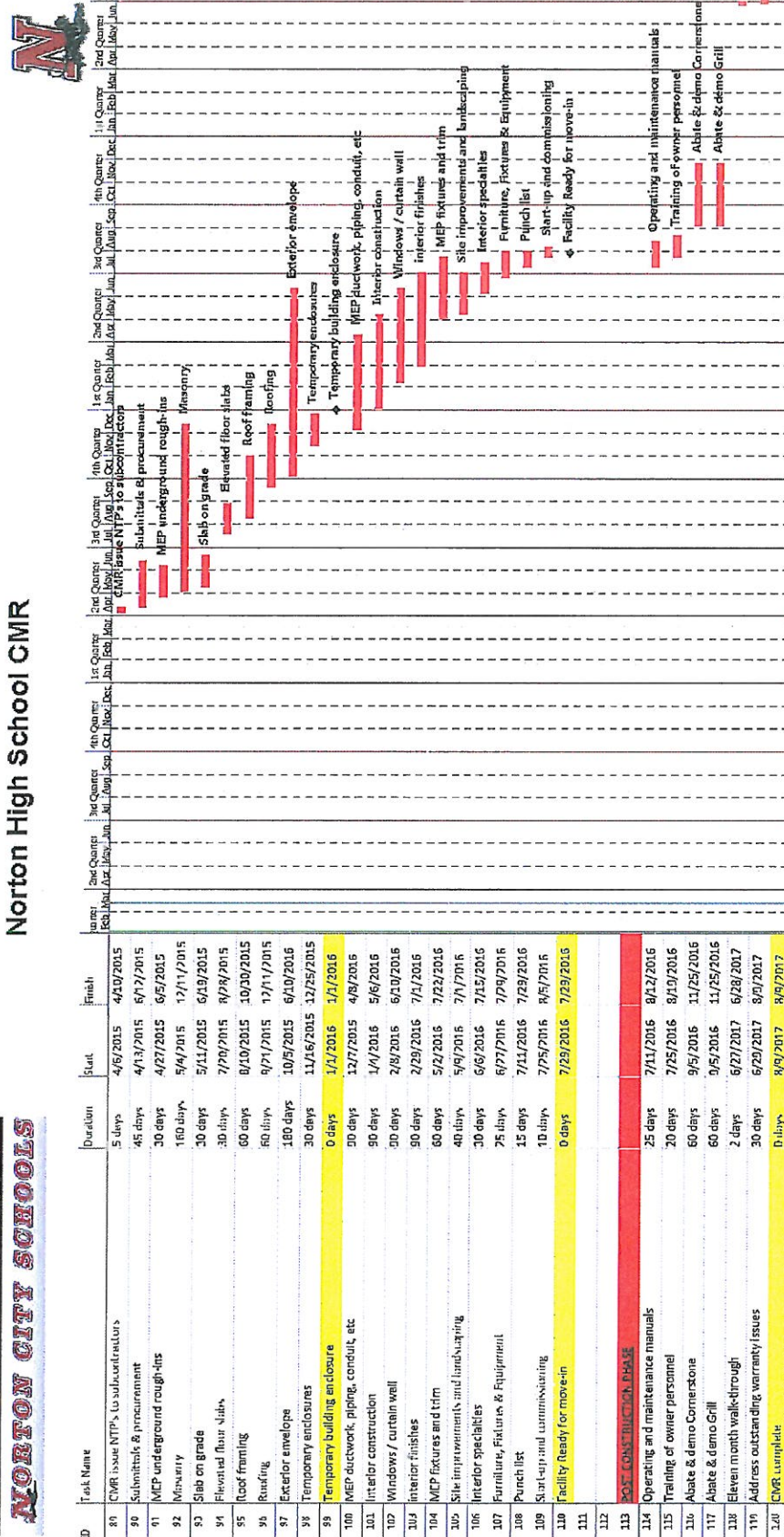
GMP 1 - Exhibit D - Project Schedule

Norton High School CMR

NORTON CITY SCHOOLS



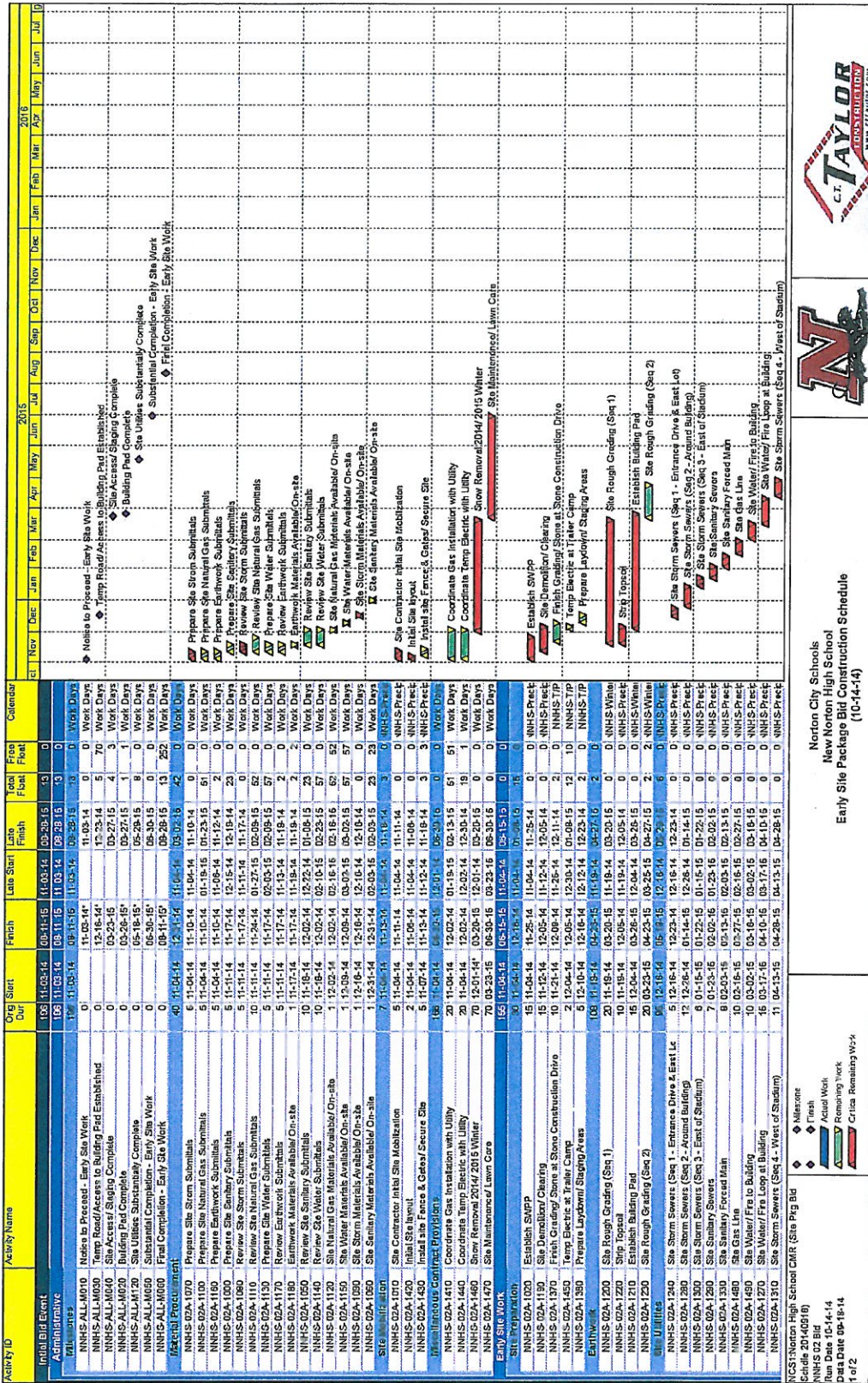
GMP 1 - Exhibit D - Project Schedule



Norton High School CMR

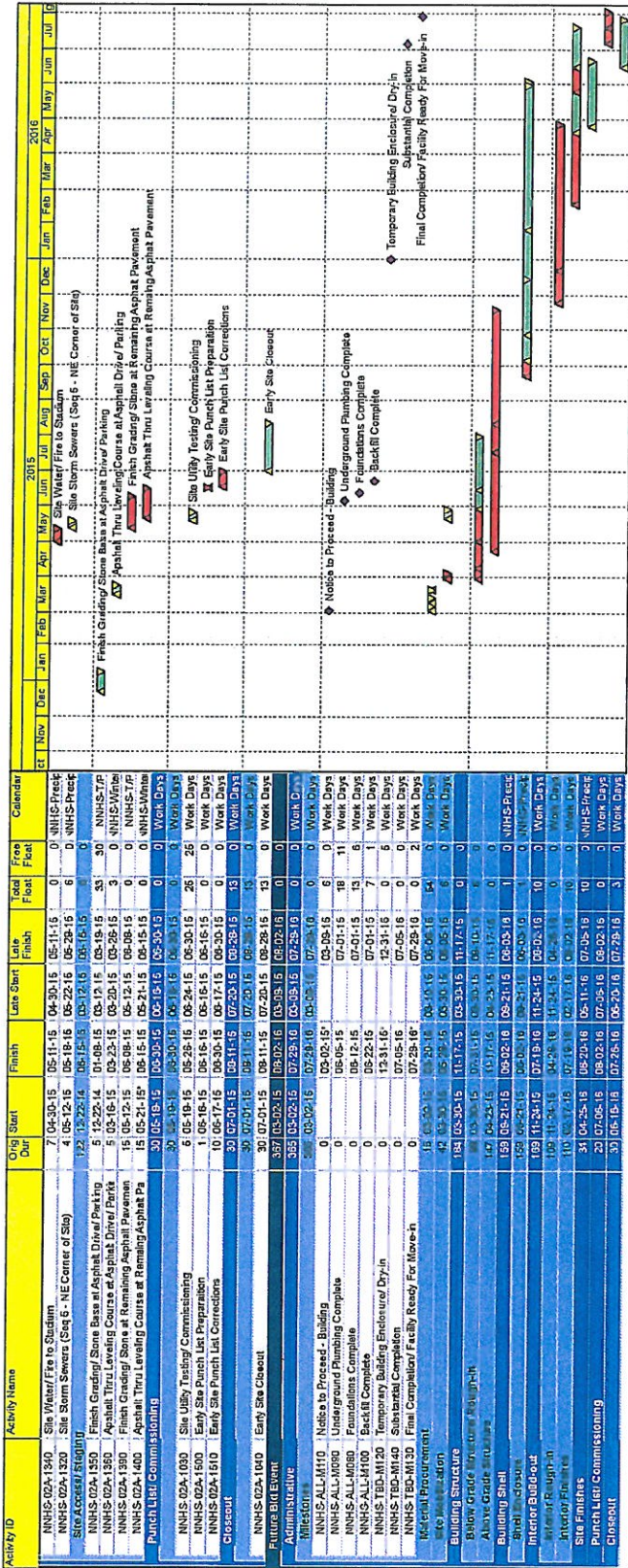




GMP 1 - Exhibit E - Construction Progress Schedule



Norton City Schools
 New Norton High School
 Early Site Package Bid Construction Schedule
 (10-14-14)

GMP 1 - Exhibit E – Construction Progress Schedule



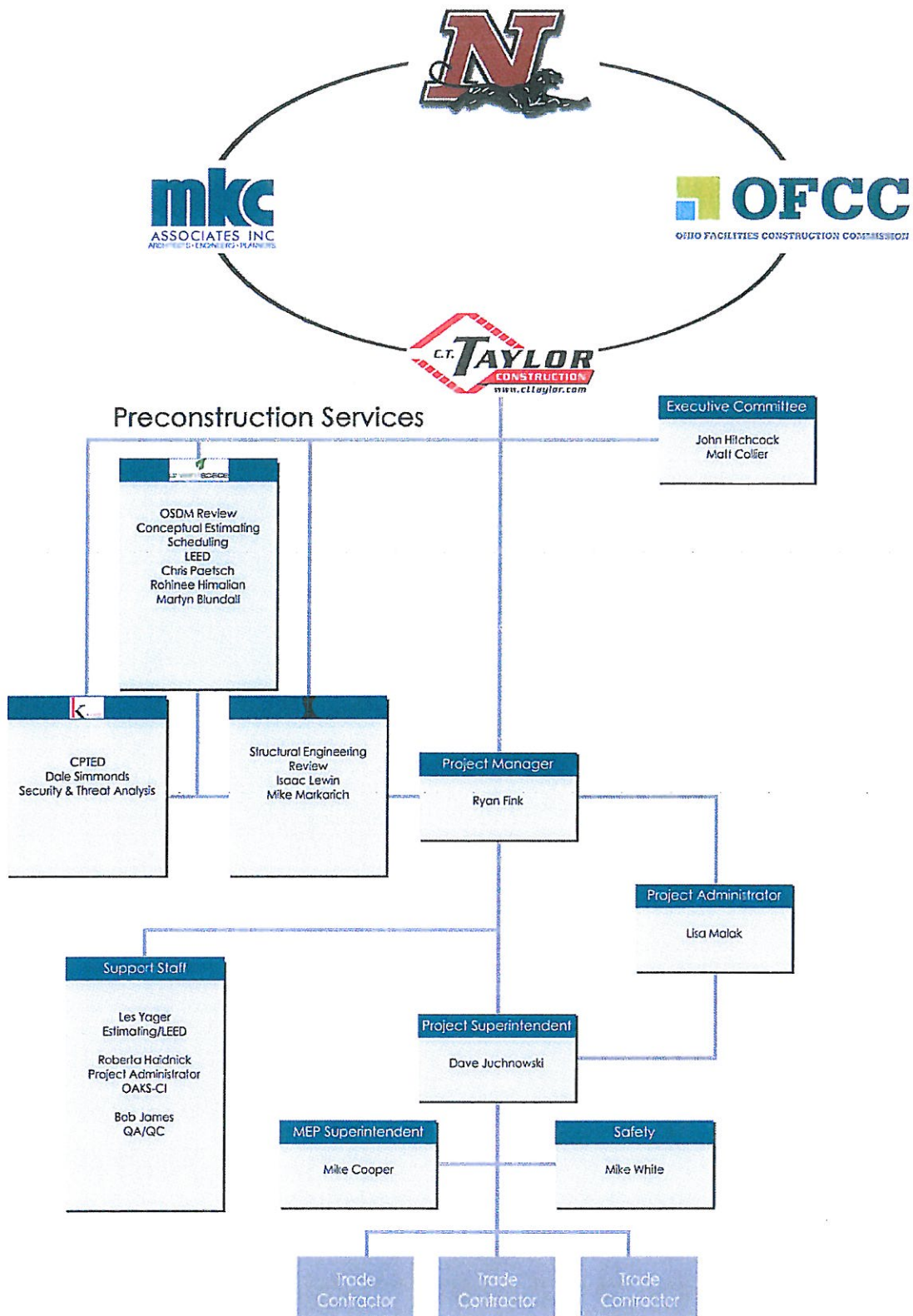



Norton City Schools
 New Norton High School
 Early Site Package Bid Construction Schedule
 (10-44-14)

MC Estore
 Files 1
 Actual Work
 Remaining Work
 Critical Remaining Work

NCS - Norton High School CMR (Site Pkg Bid)
 Run Date 10-14-14
 Data Date 06-15-14
 2 of 2

GMP 1 - Exhibit F – Staffing Plan



GMP 1 - Exhibit G

Subcontractor Work Scopes

The following Bid Packages are proposed for Phase 1 GMP: Early Site

Bid Package 02A – Early Site Work

1. The Contractor for this work shall be termed the Early Site Work Contractor. The Early Site Work Contractor shall be responsible for work referred to throughout these Contract Documents as "Contractor" or "Subcontractor" as applicable. In addition, there will be a mandatory pre-bid building walk-thru, time and date TBD. The Work generally includes:
 - a. Photographic Documentation
 - b. General Site Grading
 - c. Erosion Control
 - d. Temporary Staging, Laydown, and Entrances
 - e. Temporary Protection, Barricades, and Construction Fencing
 - f. Capping of Specified Utilities
 - g. Protection of Specified Utilities
 - h. Miscellaneous Demolition and Removal
 - i. Earthwork Operations, Cut / Fill
 - j. Site Utilities – Sanitary, Storm, Natural Gas, and Fire/Domestic Water
 - k. All Safety and Protection Associated with This Work

2. The 02A Contractor is responsible for all Contracting Requirements listed on the Table of Contents, all drawings and technical specifications with special attention to the following:
 - General Requirements:
 - a. 011000 Summary of Work
 - b. 011500 Milestone Dates and Preliminary Construction Schedule
 - c. 012100 Allowances
 - d. 012200 Unit Prices
 - e. 012300 Alternates
 - f. 012500 Substitution Procedures
 - g. 012600 Contract Modification Procedures
 - h. 013100 Project Management and Coordination
 - i. 013200 Construction Progress Documentation
 - j. 013233 Photographic Documentation
 - k. 013300 Submittal Procedures
 - l. 013301 Electronic File Acceptance Agreement
 - m. 014000 Quality Requirements
 - n. 014100 Regulatory Requirements
 - o. 014200 References
 - p. 015000 Temporary Facilities and Controls
 - q. 015639 Temporary Tree and Plant Protection

- r. 015713 Temporary Erosion and Sedimentation Control
- s. 016000 Product Requirements
- t. 017300 Execution
- u. 017419 Construction Waste Management & Disposal
- v. 017700 Close Procedures
- w. 018113 Sustainable Design Requirements
 - LEED Checklist
 - LEED Material Submittal Form

3. DIVISION 02 – Demolition

SECTION 024116 – Structure Demolition – Contractor is responsible for all products and procedures applicable to BP 02A as described in this section.

4. DIVISION 26 – Electrical (Included for reference)

Division 26 is included for reference and use by the Contractor at their discretion.

5. DIVISION 31 – Earthwork

SECTION 311000 – Site Clearing - Contractor is responsible for all products and procedures as described in this section including:

- a. The 02A Contractor shall provide all means necessary to protect vegetation that is to remain. Take special note of the Wetlands identified on the Contract Documents and comply with regulations established by Ohio Environmental Protection Agency.
- b. The 02A Contractor shall remove existing conditions to the limits as outlined within the boundary of the Utility Demolition Plan C-201 and Site Preparation Plan L-100. Work will require establishing new sub grades (sloping to adjacent existing grades that currently remain) and constructing the 20' wide stone access drive as outlined on the Site Utilization Plan L-101 and the 015000 Temporary Facilities Spec.
- c. The 02A Contractor is responsible for the immediate remediation of all areas disturbed by their work outside of the designated work limits. This includes all protection of trees identified to remain per the drawings and details.
- d. The 02A Contractor is required to remove adequate paving and other site development required to complete the underground utilities and return the disturbed areas back to the specified grades with appropriate materials.
- e. Stripped topsoil will be stockpiled, sealed, seeded and protected at locations coordinated with the CMR. A later Bid Package will be responsible for re-spreading topsoil with the exception of the storm water basins. The 02A Contractor will be responsible to respread topsoil, final seed and protect the storm water basins.

SECTION 312000/312001 – Building Pad Construction/Site Grading - Contractor is responsible for products and procedures as described in this section as it relates to the work of this contract as follows:

- a. The 02A Contractor is responsible for all earthwork operations (topsoil removal / cuts / fills) complete per the Contract Documents to subgrade elevations. Establish a minimum of 10' beyond the new building perimeter for the new building pad. The building pad should be at an elevation of 1085.33' (-8" from F.F.E. of 1086.0'). The 02A Contractor is to determine the quantity of material required to establish all subgrades and is to utilize

the acceptable spoils generated by their work. Any excess material will be left onsite and coordinated with the CMR in terms of final placement.

It is the position of the CMR that the site grading indicated on drawings L-301, L-302, and L-303 that there is currently not enough material generated onsite to fulfill the need. The shortage of fill material will be offset with the topsoil. The excessive topsoil can be utilized only in the band and soccer field to generate appropriate grades. Topsoil to be placed in lifts and compacted as directed by the Geotechnical Engineer. The topsoil fill at the band practice field will be completed by a later Bid Package. All other fill will be the responsibility of the 02A contractor.

- b. Building pad shall be proof rolled, sealed and maintain positive drainage of the building pad and site. This includes devices or other means as required to maintain positive drainage. The condition of the building pad will be the responsibility of the 02A Contractor until verified, confirmed, and accepted by the Foundation Contractor.
- c. The subsurface exploration report dated August 8, 2014 prepared by Summit Testing & Inspection Company is included. The 02A Contractor is to follow said recommendations noted in this report. In the event that there is a discrepancy between the report and Contract Documents, the Contractor is to follow the more stringent requirements.
- d. The 02A Contractor is to coordinate borrow pits (if necessary) with the CMR.
- e. Ensure the Project Site is constructed to maintain drainage patterns and erosion control measures. The 02A Contractor is responsible for drainage and dewatering of the project site. Devices required to maintain positive drainage include but are not limited to; sump wells, pumps, grading, additional material to create proper shedding, temporary drainage pipe, and/or trenching.
- f. The 02A Contractor is responsible for the onsite placement of any/all excess spoils as generated. Spoils will be stockpiled as directed/designated by the CMR. The 02A Contractor is to figure approximately 2,500 CY of foundation spoils to be the responsibility and utilized at the discretion of the 02A Contractor. Coordination will be the responsibility of the Foundation Contractor and 02A Contractor.

Maintain all required dust control, associated with your work and for the duration of the project until contract is 100% complete, in accordance with all applicable standards. Keep the public streets clean of mud, dirt and construction debris (that includes a water assist broom) as associated with the 02A Bid Package work. This maintenance shall be immediate after each instance and/or at the CMR's discretion, not only at the end of the day. This Contractor shall also abide by all Akron Regional Air Quality regulations that may pertain (see www.araqmd.org).

- g. Temporary water required to complete this work is the responsibility of the Bid Package 02A Contractor either from a metered fire hydrant or offsite sources. Reference Specification Section 015000 for additional information.
- h. Provide and maintain OSHA approved protection for and around all open excavations. Inspect and correct all deficiencies on a daily basis.
- i. The 02A Contractor will provide appropriate subgrades for walks, site pavement, and landscape.
- j. The 02A Contractor will provide grading and the ODOT #304 aggregate base for the asphalt paving as shown on the Contract Documents

SECTION 312333 – Trenching and Backfill – Contractor is responsible for all products and procedures as described in this section.

6. DIVISION 32 – Exterior Improvements

SECTION 321216 – Asphalt Paving – Contractor is responsible for all products and procedures as described in this section including:

- k. The 02A Contractor shall provide asphalt paving and details complete through the leveling course. Surface course will be included in a later Bid Package. At minimum the main drive off Cleveland Massillon Road up to and including the staff parking lot should be completed this year and at the soonest possible date following mobilization. It will be understood that the remaining asphalt will be completed at the earliest possible date in the spring of 2015.
- l. Structures within paving will be installed at finish grade therefore provisions must be made to insure the integrity of the structures until wearing course is installed by a later bid package.

SECTION 329113 – Soil Preparation – Contractor is responsible for all products and procedures as applicable to BP 02A as described in this section.

SECTION 329200 – Turf and Grasses – Contractor is responsible for all products and procedures applicable to BP 02A as described in this section including:

- a. The 02A Contractor will provide appropriate seeding and erosion control material (temporary/permanent) as required to comply with SWPPP.
- b. Stripped topsoil will be stockpiled, sealed, seeded and protected at locations coordinated with the CMR. A later Bid Package will be responsible for re-spreading topsoil with the exception of the storm water basins. The 02A Contractor will be responsible to respread topsoil, final seed and protect the storm water basins.

7. DIVISION 33 – Utilities

SECTION 331000 – Water Utilities - Contractor is responsible for all products and procedures as described in this section including:

- m. The 02A Contractor shall provide all water distribution utilities as indicated by the Contract Documents complete to a flange within the building for continuation by the Plumbing Contractor and Fire Suppression Contractor. This includes all necessary demolition, excavation, bedding material, pipe, fittings, hydrants, PIV's, vaults, and backfill (to appropriate compaction requirements). Include required tie in to the existing waterline. Obtain and pay for all required permits and Tap-In Fees in accordance with governing agencies.
- n. Provide all testing / flushing required, such as all pressure, chlorination and bacteria tests, etc. Submit all reports and testing results as required.
- o. Protect all installations as required during construction activities.

SECTION 331300 – Disinfecting of Water Utility Distribution – Contractor is responsible for all products and procedures in this section including:

- a. Provide all testing / flushing required, such as all pressure, chlorination and bacteria tests, etc. Submit all reports and testing results as required.

SECTION 333000 – Sanitary Sewerage Utilities - Contractor is responsible for all products and procedures as described in this section including:

- p. The 02A Contractor shall provide all underground sanitary utilities as indicated by the Contract Documents complete to within 5' of building for continuation by the Plumbing Contractor. This includes all necessary demolition, excavation, bedding material, pipe, fittings, structures, manholes, lift station, force main and backfill (to appropriate compaction requirements). Work also includes structure / rim adjustments where grade changes pertain for existing structures. Tie into existing main along Cleveland Massillon as shown on the Contract Documents. Verify all elevations prior to release of material.
- q. The 02A Contractor shall clean and video laterals and verify inverts elevations upon completion of contract to the satisfaction of the CMR and Architect.
- r. Protect all installations as required during construction activities.

SECTION 333200 – Wastewater Utility Pumping Station - Contractor is responsible for all products and procedures as described in this section including:

- a. The 02A contractor is to coordinate pump station work with the Stadium Contractor who is responsible to power the station until it can be back fed to the High School by a later Bid Package.

SECTION 334100 – Storm Utility Drainage Piping - Contractor is responsible for all products and procedures as described in this section including:

- s. The 02A Contractor shall provide all underground storm utilities as indicated by the Contract Documents complete to within 5' of building for continuation by the Plumbing Contractor. This includes the storm water detention and bio-retention systems and all necessary demolition, excavation, bedding material, pipe, fittings, structures, manholes, catch basins, grates, and backfill (to appropriate compaction requirements). Work also includes structure / rim adjustments where grade changes pertain for existing structures. Verify all elevations prior to release of material. Bio-retention soil will be the responsibility of a later Bid Package.
- t. The 02A Contractor shall clean/flush all manholes, catch basins, and piping at the completion of project to the satisfaction of the CMR and Architect.
- u. Protect all installations as required during construction activities.
- v. Appropriate methods to protect structures and comply with SWPP are the responsibility of the 02A Contractor.

SECTION 335100 – Natural Gas Distribution - Contractor is responsible for all products and procedures as described in this section including.

- w. The 02A Contractor shall provide all natural gas distribution as indicated by the Contract Documents complete to within 5' of building for continuation of the Plumbing Contractor. Coordinate all necessary work with appropriate service provider.

8. Special Requirements of Bid Package 02A

- a. Provide the services of a licensed Surveyor to perform all the layout and field engineering required to perform ALL work (Selective demolition, earthwork, underground utilities, etc). Property corners and benchmarks will be provided by the 02A Contractor. This contractor shall establish and clearly identify new building corners. Confirm all property limits in the field prior to the start of any work. At the completion of all work complete a

certified survey of the site and submit. Any corrections (exceeding +/- 1" of subgrade elevations) shall be corrected and certified again.

- b. All utility tie-ins per local jurisdiction requirements, including tie-in/tap fees, inspection fees, traffic control, asphalt / concrete patching, etc. are included in this package.
- c. The 02A Contractor is responsible for snow removal for the winter of 2014/2015 and lawn maintenance through substantial completion of this contract.
- d. The 02A Contractor is responsible for the temporary construction fencing in accordance with the Contract Documents.
- e. The 02A Contractor is responsible for the installation and maintenance of temporary access roads, staging area, and ring road as referenced on Site Utilization Plan L-101.
- f. The 02A Contractor will be mobilized prior to the execution of the wetland permit. The protection of the wetland area is the responsibility of this contractor. All work shown within the wetlands is the responsibility of the 02A Contractor. Necessary phasing may be required to avoid any delay.
- g. The 02A Contractor is responsible for appropriate seeding and erosion control material (temporary/permanent) as a requirement of the SWPPP.
- h. Reference SWPPP Drawings for the Erosion Control Requirements. This contractor shall be responsible for all SWPPP requirements. This contractor shall also provide and maintain the temporary sediment basins required, which includes any demolition / clearing and grubbing / grading required per existing conditions to allow positive drainage. This contractor will be considered the "Controlling Contractor" as defined by Summit County Soil and Water/Ohio EPA.
- i. All subdrainage referenced in details per L-600 will be by a later Bid Package. This includes all necessary excavation, fabric, pipe, fittings, and porous stone backfill.
- j. Complete inspection and reporting of all erosion control measures as required by the Ohio EPA, Soil and Water Conservation and local SWPPP authorities. The reports are to be submitted to the appropriate parties and CMR on a weekly basis OR as required.
- k. All maintenance, inspection and reporting shall be complete by the 02A Contractor until the commencement of the final site development contractor and the silt fence will be removed by that contractor.
- l. The 02A Contractor is responsible for 400 Amp temporary electric service to a location determined by the CMR within the staff parking lot. Service will be required for jobsite trailers. Reference Section 015000 for more information.
- m. The Stadium Project will be outside of your limits but special attention will be required to cooperate and coordinate work with the Stadium Contractor to eliminate conflict and disruption. Access to the stadium, school facilities, and gas well must be maintained at all times. Any interference must be coordinated with the CMR.
- n. Milestone Dates:

Notice to Proceed:	November 3, 2014
Completion of Pad:	March 27, 2015
Completion of Utilities:	May 29, 2015
02A Substantial Completion:	June 30, 2015

END OF BP 02A

GMP 1 - Exhibit H

Phase 1 GMP: Early Site

Scope of CMR's Self Performed Work

The Construction Manager at Risk does not intend to self-perform any work in Phase 1 Early Site.

GMP 1 - Exhibit I

Schedule of Allowances for Phase 1 GMP: Early Site

Allowance #1 (BP-02A): Site Web Cam.

Lump sum: \$20,000.00

Allowance #2 (BP-02A): Project Sign.

Lump sum: \$1,500.00

Allowance #3 (BP-02A): Water and Sanitary Tap Fees.

Lump sum: \$25,000.00

GMP 1 – Exhibit J**Schedule of Unit Prices**

Phase 1 GMP: Early Site

The following Unit Prices were requested with the proposals for Bid Package 02A.

Unit Price 1: Remove unsatisfactory material, import, place and compact satisfactory soil material in 8” compacted lifts:	\$25.00/CY
Unit Price 2: Undercut and replace unsuitable material with onsite material. Unsuitable material is to remain onsite:	\$12.00/CY
Unit Price 3: Bulk excavation, material to remain onsite:	\$6.00/CY
Unit Price 4: Rock excavation and replacement with satisfactory material:	\$28.00/CY
Unit Price 5: Haul off and dispose of additional topsoil:	\$6.00/CY
Unit Price 6: Deliver and install #1 and #2 stones:	\$28.00/Ton
Unit Price 7: Deliver and install ODOT #304, in compacted layers:	\$24.00/Ton

All unit prices are not included in the base bid. If unit prices are utilized, they will be subject to appropriate CMR fees.

GMP 1 - Exhibit K

Schedule of Alternates

Phase 1 GMP: Early Site

The following alternates were requested with the proposals for Bid Package 02A.

Alternate No. 1: Access Drive to Easton.

Alternate No. 2: Utility mains associated with the Stadium Project.

Alternates were not accepted and are not included in GMP 1.

GMP 1 - Exhibit L

Schedule of Incentives

Phase 1 GMP: Early Site - NONE

Form Agreement – Local Funded Initiatives
Ohio School Facilities Commission Forms and Documents

POR SD DD CD Revised Post Bid

School District:	Norton City Schools	
County Name:	Summit	
Building Name:	9-12	
OSFC Scope of Work: <i>-Include values from LFI Worksheet Lines A, M, S, and T</i>	Build 1 new 9-12, 128,844 and a new 600 seat auditorium	
Local Initiative Scope of Work and Project Name:	600 seat auditorium and additional sq. footage	
Local Initiative Budget: <i>- Include values from LFI Worksheet Lines, G, N, Y and Z</i>	2,800,000	
Additional Square Footage or Renovation Project Improvement LFI's (Fixed Percentage of Costs) <i>- Include values from LFI Worksheet Lines N and Y</i>	\$2,181,963.00	
Material or Scope Upgrade LFI's (Add Alternate Bid) <i>- Include values from LFI Worksheet Lines K and Z</i>	TBD	
A/E and CM Amendment Budget and Deadline for Amendment: <i>- Values within Line BB of LFI Worksheet</i>	TBD	
LFI Fund(s) and Cost Center(s):		
Proportional Sharing Percentage of Additional Square Footage LFI's, Renovation Project Improvements and integral scope of work:	91.63	8.37
	% Project Construction Fund	% Local Initiative Fund

The School District Funding Plan (Form A102) or Funding Verification (Form A103) is attached. A Local Initiative should not be included in design if there is any uncertainty of funding for the Local Initiative. By exception, the Commission may approve continuing to the next design phase with only a portion of the required funding in the Local Initiative Fund, if the Commission determines that the School District's plan for depositing the remaining funds in a timely manner does not present significant risk. In any case, all funding must be in the Local Initiative Fund prior to bidding the work.

The timing of payments of the Local Initiatives portion of shared contracts should be determined by the treasurer. Generally, payments should be spread over the time span of the contract, or approximate the completion of the Local Initiative. In no case shall the School District Treasurer pay all the invoices of a contract with project funds, and then only pay the final invoices with local initiative funds.

If a cost overrun occurs or change orders are approved by the Commission and School District to Fixed Percentage Contracts, the costs will be proportionally shared by the Project Construction Fund and the Local Initiative Fund according to the same percentage shares as listed for those contracts, shown above

Form Agreement – Local Funded Initiatives
Ohio School Facilities Commission Forms and Documents

in this Memorandum of Understanding. In the event of a cost under-run or deduct change order to Fixed Percentage Contracts, the contributions of the Project Construction Fund and Local Initiative Fund will be reduced according to the same percentage shares as listed for those contracts, shown above in this Memorandum of Understanding. The calculation of cost overruns or under-runs include all shared hard and soft costs of the project. For Fixed Percentage contracts, change orders may be designated as fully project-funded or fully local initiative-funded only in extraordinary circumstances, by agreement from both owners, when the change order involves a substantial change of scope that unarguably is connected to only project-funded work or local initiative-funded work.

Material or Scope Upgrade Local Initiatives shall be defined as a specific dollar amount. The project team shall review all change orders and assign to the School District all costs related to the material or scope upgrade local initiative.

The School District and Commission agree to the terms and conditions provided in this Memorandum of Understanding for the Local Funded Initiative.

Norton

OHIO SCHOOL FACILITIES COMMISSION

SCHOOL DISTRICT
Summit

COUNTY

By:

David Rumm
Superintendent

By:

[Signature]
Project Administrator

Date:

9-17-2014

Date:

9-16-14

By:

Stephan Hejbal
Treasurer

Date:

9-17-14

For POR, SD, DD, or CD MOU complete Form A102 or A103
For Revised Post-Bid MOU complete Form A103

Funding Plan – Local Funded Initiatives (Form A-102)
Ohio School Facilities Commission Forms and Documents

POR SD DD

The Board of Education proposes that the School District will provide funding for the proposed locally funded initiative of Additional Sq. Footage in the amount of \$2,800,000 dollars no later than _____.

The School District further states that the funding for the proposed locally funded initiative identified above will be provided by the following revenue resources, by the following dates and in the following amounts:

REVENUE SOURCE	DATE	AMOUNT
004 Fund	9-16-14	\$ 2,800,000
		\$
		\$
		\$
		\$
		\$
		\$
		\$

SIGNED:

By: Stephen Hegribal Date: 9-16, 2014
 Treasurer

APPROVED:

By: _____ Date: _____, 20____
 OSFC Finance Representative

Funding Verification – Local Funded Initiatives (Form A-103)
Ohio School Facilities Commission Forms and Documents

CD

Revised Post Bid

The Board of Education proposes that the School District will provide funding for the proposed locally funded initiative of _____ in the amount of \$ _____ Dollars no later than _____.

The School District further states that the funding for the proposed locally funded initiative identified above will be provided by the following revenue resources, by the following dates and in the following amounts:

FUNDING SOURCE	DATE OF DEPOSIT	AMOUNT
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

SIGNED:

By: _____ Date: _____, 20
 Treasurer

APPROVED:

By: _____ Date: _____, 20
 OSFC Finance Representative