

**Hollywood Library 2nd Floor Renovation GMP
Contractor's Clarifications and Assumptions
April 26, 2023**

DIVISION 01 – GENERAL ITEMS:

This scope is intended to expand and/or clarify plan interpretation in instances where the plans are in conflict or silent. Should the plans conflict with other contract documents, this "GMP Budget" Proposal is based on the plans being the default. This clarification is meant to be a supplement to the Agreement between Kaufman Lynn ("KL") and The City of Hollywood ("Owner") and takes precedence over other Contract Documents.

1. This GMP Budget Proposal description includes the following: 32,930 square foot Development Services renovation on the 2nd floor of the Library Building located in Hollywood Florida.
2. Project Duration is 426 calendar days from receipt of NTP, Permit, and Signed Contract through Substantial Completion.
3. LINE NOT USED.
4. The following Contingencies are included as part of this estimate:
 - a. 3% Construction Contingency
5. Standard work hours are anticipated during normal business days (7:00 AM to 5:00 PM) including Saturdays if required. Library business hours are Monday-Wednesday 10-8PM, Thursday-Saturday 10AM-6PM, closed on Sundays. These hours are considered to allow for loading of materials and execution of louder work in the mornings prior to opening.
6. Subsequent to the Agreement, Article 8.1, Kaufman Lynn presents the General Conditions as 'Lump Sum' for the stated duration of the project to be billed based on percent complete. General Requirements shall be reimbursable.
7. Kaufman Lynn will contract a Waterproofing Consultant after owner approval to evaluate the Building Envelope and water proofing details as it relates to the window scope for the building. The recommendations by the Consultant will be presented to the Owner. Any acceptance of the recommendations by the Owner will be added to the Contract Documents as a revision and priced as a Change Order to the work.
8. Final Construction Baseline schedule shall be established and provided after NTP #2.
9. Permanent power is assumed to be provided by the Owner, there are no provisions for construction electrical costs, existing power will be utilized throughout construction.
10. The following items are assumed to be 'by Owner' and are therefore the costs of such are excluded from this estimate.
 - a. All main master permit fees, impact fees, FP&L and Utility Fees.
 - b. Municipal and Agency Fees
 - c. Public Road Fees, meter fees
 - d. Water and Electrical utility costs during construction
 - e. Off Duty Police costs and after hours (and weekend) Security Guard Services
 - f. Testing Agency Inspection, special inspector, and threshold inspector costs
 - g. Architect / Engineering and Design Fees
 - h. Security / CCTV / Access Control Systems, Audio / Visual Systems and POS Systems.
 - i. Expediting expenses for Building Permits (general and trade specific)
 - j. FF&E as shown on the 100% Construction Documents inclusive of Rev. 1 dated 09/06/2022 and Rev. 2 dated 09/14/2022.

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- k. Fire alarm monitoring services
 - l. Commissioning and/or special Enhanced Commissioning
 - m. Owner / Architect offices
 - n. Hazardous Material removal and/or inspection of any kind.
 - o. Testing
 - p. Artwork and/or Artwork allowances
11. It is assumed that Kaufman Lynn can utilize the on-site parking spaces in the adjacent areas as outlined on the Site Logistics Plan; contingent upon Broward County approval of assigned spaces otherwise first come first served.
 12. It is assumed that this project is based on Open Shop Labor and Estimate includes no special material provisions beyond the drawings.
 13. Plan / Drawing Revit Model and CAD Files shall be provided by the Owner as required for use by KL subcontractors in the development of their Shop Drawings for the project.
 14. Allowance is defined as actual Owner funds allocated in the GMP Estimate. Any savings or overages will be adjusted by Owner Change order to the GMP.
 15. Owner shall allow for use of Existing Elevator for minor loading and personnel access. Kaufman Lynn will protect the interior of the elevator.
 16. Owner shall maintain an Escalation Contingency of 3%, separate from Contractor's Contingency or Owner's Contingency outside the GMP. The parties agree that the Contract Amount has been calculated based on the current prices and timing for building materials. Due to the volatility of the market for certain building materials and the concerns of the impositions of tariffs on the price and lead time of materials (including the ramifications of any trade war), it is understood that certain material price increases / escalations could occur. Should any material price increase after the execution of this Agreement as the direct or indirect result of the imposition of tariffs, after any buyout savings is exhausted, Contractor agrees to review the materials price increase with the Owner and if found to be acceptable, the Escalation Contingency shall be utilized. Contractor's claim to Owner for any material price or time change as a result of the above forementioned shall require written notice from the Contractor to Owner within ten (10) calendar days of discovery of the price or time change. Contractor's claim for any price increase shall include, and be supported by, invoices, bills of sale, and/or other documentation, as applicable to satisfy the City that there is a change. Any unused Escalation Contingency at the end of the project shall vest to the city.
 17. Certain trades/subcontractors/vendors may require special and/or early retainage releases/reductions. Retainage will not be held on general requirements, material purchase orders, material testing, envelope consulting and insurances/bonds.
 18. Liquidated Damages shall be capped at 100% of the stated fee for the project.
 19. The CMAR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CMAR and persons employed or utilized by the CMAR in the performance of the CONTRACT DOCUMENTS. These provisions shall survive the expiration or earlier termination of the CONTRACT DOCUMENTS. Nothing in this contract shall be construed in any way to affect the sovereign immunity of the CITY or the rights of the CITY as set forth in Section 768.28, Florida Statutes. Consequential damages are capped at 100% of the fee.
 20. The GMP estimate is based off the "100% CDS for Bldg. Department Comments" set of drawings received September 14th, 2022. Drawings and Specifications as per Exhibit C, unless stated otherwise herein.

Exclusions:

1. Insurance premiums and other cost related to conversion after Certificate of Occupancy.

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2. Cost of all utility usage.
3. Field water testing of glazing products.
4. Any special labor rates that may be required by project location, funding, municipality governance, or other agencies such as Davis Bacon Act.
5. Modification, repair, or code compliance upgrades for the existing elevators (2)
6. Lightning Protection
7. Modifications to existing main building Fire Alarm systems.
8. Shear Wall demolition as outlined in the Demolition drawings.
9. Generator or any supporting work.
10. Rework of existing Generator or Dumpster enclosure areas.
11. Elevator work.

Allowances:

The contract has included within this GMP the following allowances. In the event the costs are more than or less than allowances, the GMP shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between the actual costs and the allowance.

1. Additional Glass Supports at Interview Counter	\$ 3,500
2. Door Hinge / Strike Prep for Card Readers (In Div. 08)	\$ 4,600
3. Envelope Consultant	\$ 20,000
4. Demountable Glass Wall Partitions in lieu of Conventional	\$ 34,650
5. Patch & Repair Existing 1st Floor Drywall Ceilings and Walls	\$ 35,000
6. Add tile at Lobby floor in lieu of LVT	\$ 52,500
7. Add wallpaper to wall areas within Restrooms	\$ 14,700
8. 1st Floor Acoustical Patch & Repair – Restoration	\$ 12,000
9. Upgrade CPT-1 carpet in open areas	\$ 36,750
10. Patch & Repair GWB / Paint / Stairs	\$ 12,000
11. Upgrade to ceiling mounted toilet partitions in lieu of floor mounted	\$ 16,800
12. Upgrade Conference Room ceiling to drywall and change lighting to F5 and F19 fixtures	\$ 16,275
13. Builders Risk Deductible	\$ 10,000

DIRECT COST OF WORK OF CONSTRUCTION:

Division 02 – Site Work

1. There are no site improvements shown on the contract drawings, all utility tie-ins are assumed to be completed as required for the fit-out of this space.
2. The existing site below surface materials are assumed to be suitable and ready for new work. There are no provisions for unforeseen conditions or unsuitable materials.
3. There is no work included for modifications or alterations to existing civil services for storm drainage, domestic water and sanitary.
4. There are no street or parking area modifications included.
5. A small construction compound will be temporarily fenced-in with chain link fence is. The location is shown on the logistics plan included. This contract includes restoration of this construction compound area.
6. The selective demolition is included as proposed on the Demolition Plan D-101.
7. The GMP Estimate does not include any asbestos abatement or mold removal. If discovered this material must be tested and removed immediately by the Owner. The Owner will be notified immediately if this occurs during

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construction. There are no provisions in the proposal to remove or abate these items.

8. The existing perimeter windows will remain. There is no “replacement” included beyond an existing window opening which will be removed and replaced for the construction use such as debris removal and material deliveries which cannot be utilized with the “construction elevator”.
9. There is no “vapor barrier” included in the GMP Estimate as noted on #3 / D-101.
10. There is no site work illustrated on the GMP Estimate.
11. No other site modifications are considered, whether they be related to landscaping, parking, etc. Staging area to be returned to Owner in similar condition as prior to mobilization.
12. Demolition is included as selective as outlined on D-101.
 - a. Note #8 to remove concrete Shearwall opening at the existing stair is not included. The concrete shear walls of the NE Stairwell will remain. The note does not apply to the demolition floor plan, as it was removed.

Division 03 – Concrete

1. The GMP estimate excludes all provisions for a generator enclosure, pad, foundation, etc.
2. Includes the patching of minor holes in the slab for abandoned penetrations.
3. Renovations will require additional coring for Electrical and Plumbing penetrations.
 - a. Coring for Electrical is coordinated based on Electrical Plans (11 total)
 - b. Coring for Plumbing is coordinated based on Plumbing Plans (37 Total)
 - c. No further considerations for penetrations have been considered.

Division 04 – Masonry

1. The GMP Estimate excludes any work for a dumpster enclosure or any re-working of the area of the existing Chiller or Dumpster enclosure.

Division 05 – Metals

1. Fireproofing of the existing structure is not shown and is considered not required.

Division 06 – Millwork

1. An allowance of \$3,500 has been allocated for additional glass supports at Interview Counter.
2. The GMP estimate has included the associated cost of the Interview Counter as per plans including the cost of the specified ½” Clear and Tempered Glass. Though this is per the design intent, this glass does not meet requirements to be bullet resistant.
3. Felt Screens at Interview Counter is by owner and not included within the GMP.

Division 07 – Thermal and Moisture

1. GMP Estimate assumes re-use of existing roof penetrations for vent stacks

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shown on the plans and acknowledges revised Mechanical plans that show utilizing existing exterior louvers for the scope of work. No further roofing penetrations of any kind are anticipated.

2. There is no scope for roofing replacement or repair considered in this GMP Estimate.

Division 08 – Doors and Windows

1. Existing Storefronts and windows are considered to remain and be evaluated by the Building Envelope consultant as clarified earlier and included as an Allowance.
2. A single window will be removed for construction loading and garbage removal. Window will be replaced utilizing current waterproofing means and methods and cost for this is included in the GMP Estimate.
3. Strike and hinge prep are anticipated as the means for card reader utilization. An allowance has been carried for this type of door prep.
4. Interior Hollow Metal Doors Frames and Doors are as per the Door Schedule on A-801.
5. Hollow Metal Frames shall be 16 GA face welded and Hollow Metal Doors shall be 18 GA.
6. Kickplates are not included per owners' direction.
7. Solid Core Wood Doors carried as rotary cut natural birch, controlled FSC (97% Mix) and no added Urea Formaldehyde. Doors to be paint ready.
8. Door closers as indicated on the plans shall be manufactures by Falcon in lieu of LCN shown within the specifications.
9. Door levers have been carried as Schlage Latitude in lieu of Schlage Vandeguard.
10. Door 206C is figured as a single door opening with a full glass lite; no side lites are included.
11. An allowance has been carried for demountable partitions in lieu of conventional.

Division 09 – Finishes

1. Exterior Finishes:
 - a. Only a small stucco budget amount is carried for exterior finishes in case of disruption of existing louvers and window replacement area. There are no other exterior improvements shown on the plans.
2. Interior Finishes:
 - a. All interior finishes are as called out on A-902 Finish Schedule.
 - b. No wall tile is included behind the water fountain locations.
 - c. There is a minimum quantity order of 50 yards for each carpet: CPT-3, CPT-4 and CPT-5. Given the circumstances, CPT-5 will be used at the CPT-3 and CPT-4 locations.
 - d. Minor floor prep is included for this work.
 - e. Waterproofing under tile is assumed at the shower walls, shower floors and bathroom floor areas only.
 - f. Exposed ceilings in the open areas are exposed to remain, per note 1 on A-401 no painting is considered for any overhead MEP or exposed concrete.
 - g. 2% Attic stock carried for tile, carpet, rubber flooring, and vinyl flooring.
 - h. An allowance has been carried for patching and repair of existing drywall surfaces on the 2nd floor.
 - i. An allowance has been added to add tile to the Lobby flooring in lieu

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- of LVT shown on the plans.
- j. Decorative wallpaper for all non-wet wall locations within the restrooms has been carried as an allowance.
 - k. Patching and repair of the 1st floor acoustical ceiling has been carried as an allowance.
 - l. An allowance is carried to upgrade the CPT-1 finish within the open areas as shown on the 100% construction drawing set.
 - m. Patching, drywall repair and paint at the stairwell leading to the second floor has been carried as an allowance.

Division 10 – Specialties

1. Room identification signage is included but not detailed or specified. A standard type was utilized for code compliant signage.
2. There is no exterior signage included.
3. Toilet partitions will be gapless partitions and have door stops.
4. Toilet accessories will not have tamper proof fasteners per ownerships direction.
5. Vanity Mirrors per Sheet A-301 and A-302, noted by Mark 5 to be as per Kohler Model K-26051-BNL.
6. The Metal Lockers are not included. The lockers are “two tier metal 12” x 12” x 36” lockers” as furnished by the Owner / City.
7. Window treatments are “Hunter Douglas: Sheerweave – White”
8. Fire extinguisher cabinets as per plans in lieu of specifications. Cabinets to be Larsen Model SS2409-6R and SS2409-6R Fire Rated.
9. An allowance has been carried to change the toilet partitions from floor mounted to ceiling mounted.

Division 11 – Equipment – Residential Kitchen

1. Residential Kitchen equipment is carried as scheduled on A-103 as Contractor Purchased and Contractor installed. Toaster is excluded and to be provided by owner.

Division 12 – Furnishings

1. All furnishings are considered By Owner (Both Owner Purchased and Owner Installed)

Division 13 – Special Construction – Glass Partitions

1. The “Glass Partition” are “Conventional” (Type #7) as detailed on page A-701. Where The Type #3 “Demountable” wall types are shown on the Floor Plan (A-101), the framing is included as illustrated, but the glass wall is included as the Type #7 Partition. No Demountable partitions are included in this estimate.
2. Hardware for the doors on the glass wall system is considered by the Door and Hardware contract under division 08.

Division 14 - Conveyance

1. Modification, repair, or code compliance upgrades for the existing elevators (2 each) are not included, even though we are in receipt of “OTIS”

Modernization Proposal dated 3-02-2018.

2. Contractor shall have access to one of the elevators for the loading of small tools and other necessary items during construction. When in use by Contractor, elevator will be protected.

Division 15 – Mechanical

Fire Protection

1. No underground fire protection piping is considered as part of the scope of work.
2. This scope is a modification of the existing fire sprinkler system and the pressure within the building is assumed to be adequate for the added sprinkler heads requiring no pump or booster for the work.

Plumbing

1. Plumbing fixtures are included in accordance with the schedule on A-301 and P-100 and as detailed on the Plumbing plans.
2. Item EWC (ADA Drinking Fountain and Cooler) to be Elkay Model: ZSTL8WSLP as indicated on Sheet A-103 in lieu of Model: VRC8WSK shown on P-100.
3. All tie ins to domestic water and sanitary are as show on the contract documents, there are no provisions carried for new sanitary tie-in work underground or outside of the extents of the 2nd floor.
4. No provisions are carried for an additional tank style water heater, only tankless water heaters as shown on the drawings at the Café, Showers and Restroom areas only.

HVAC

1. All louvers are existing to be re-used, no provisions are carried for the installation of new exterior louvers or roof penetrations for the execution of this scope of work.
2. All existing duct work and equipment is considered to be demolished and removed.
3. Re-work of the condensation piping is included for the new air handling units as well as a mini-split unit to service the IT room. No provisions are made for underground work or work beyond the extents of the 2nd floor, existing condensate drain lines on the ground floor will be tied into and are assumed to be adequate for condensate being generated by this scope of work.
4. All duct work is carried as single wall, interior lined ductwork as per the notes on M-100, with the exception of spiral ductwork being carried at the open ceiling areas within the Lobby as per markup provided by Elisa “Alex” Iglesias of the City of Hollywood on 03/16/2023. All other spiral ductwork shown in other open areas are excluded.
5. Diffusers in the Training room are carried as slot diffusers and returns in coordination with the ceiling type.
6. CU-1 and CU-2 are not located on Mechanical Floor plans, M-102a and M-102b. These condensing units have been figured as per Detail 2 on Sheet M-300, whereas these units will be mounted at the exterior ground level within a reasonable proximately to the indoor units, WAHU-1 and WAHU-2.

Division 16 – Electrical

1. Fire Alarm system is included in accordance with the Fire Alarm plans.
 - a. New fire alarm system will integrate to existing fire alarm system on campus, the specified system on the plans is assumed to be able to be integrated to

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- the existing system as verified by the Engineer of Record.
- b. No provisions to work on or repair the existing system outside of the tie in to existing is considered.
 - c. Owner's fire alarm vendor, at the Owner's expense, shall coordinate with the subcontracted fire alarm vendor to provide clear panel for final inspections.
2. Light fixture schedule is included as shown on A-401 and E-201, the more stringent being carried.
 3. There are no exterior lighting fixtures shown or included.
 4. Power included as shown on the plans.
 5. There is no provision for a BDA (Bi-Direction Amplifier) included.
 6. Low voltage work inclusive of all phone, data, A/V, camera, card reader, etc. is carried only as box and conduit to IT room or to accessible ceiling with pull string as per Sheet E-101, E-102, E-103, and E-104.
 7. Data and power conduit size and conduit quantity requirements are per AVI consultants plans for audio visual scope.
 8. Cable tray is carried as defined in the drawings as coordinated through the clarifications process during the bidding and as qualified by Synalovski and Delta G.
 9. No work relating to the generator will be performed. There is no value carried within this GMP Estimate for the Generator or supporting work.
 10. Power and data connection to furniture is considered as a single point connection for each section of cubicles. All power and data outlets are required to be a part of the furniture system.
 11. The lighting within the Conference Room is shown as F1 light fixtures and ceiling type shown as an acoustical ceiling. An allowance has been carried to change these light fixtures to F5 and F19 and change the ceiling to a drywall ceiling.