

Pineville Fire Station # 1

311 North Polk Street

Pineville, NC 28134

GMP Amendment 001

Construction Services

November 7th , 2024



4111 South Boulevard

Charlotte, NC 28209

www.edificeinc.com

Pineville Fire Station # 1

GMP Amendment 001 - Table of Contents

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- Certificate of Insurance (will be sent after execution of the amendment)
- Payment & Performance Bonds (will be sent after execution of the amendment)



AIA[®]

Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the **7th** day of **November** in the year **2024**, is incorporated into the accompanying AIA Document A133[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the **18th** day of **August** in the year **2022** (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

Pineville Fire Station One
Originally located at 118 College Street
Pineville, North Carolina 28134
Now the project is located at:
311 North Polk Street
Pineville, NC 28134

THE OWNER:
(Name, legal status, and address)

Town of Pineville
505 Main Street
Pineville, NC 28134

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Edifice, LLC
4111 South Boulevard
Charlotte, North Carolina 28209

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **Fourteen Million, Five Hundred Sixty-Five, Seven Hundred Eighty-Four and Zero Cents (\$ 14,565,784.00)**, subject to additions and deductions by Change Order as provided in the Contract Documents.

Original Contract Value for Preconstruction Services \$98,140.00

Addition of Construction Services - GMPA 001 \$14,467,644.00

New Contract Value & Guaranteed Maximum Price \$14,565,784.00

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See GMP Worksheet Exhibit C

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Alt G1- Removal of Full-Time Composite Cleanup	\$(84,675.00)
Alt C1- HD Concrete in lieu of LD Asphalt at Visitor Parking	\$11,573.00
Alt C2 -HD Concrete in lieu of LD Asphalt at Staff Parking (Rear)	\$57,316.00
Alt C3 -400’ of 8” fire water + new hydrant- Accepted	\$80,040.00
Alt C4 -450’ of 3” domestic water	\$25,019.00

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
To be determined		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Price
Site Trade Package Unit Prices	
UP-1 Remove unsuitable soils and dispose of off site:	\$57.76 per CY
UP-2 Replacement of removed rock or unsuitable soils removal with offsite suitable soils in place:	\$45.20 per CY
UP-3 Replacement of removed rock or unsuitable soil removal with aggregate base course in place:	\$85.07 per CY
UP-4 Replacement of removed rock or unsuitable soil removal with No. 57 washed stone in place:	\$98.73 per CY
UP-5 Biaxial Geo-Grid in place:	\$6.16 per CY
UP-6 Woven Geo-Textile	\$8.39 per CY

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Fourteen (14) days after the latter of the following:

- 1. Date of the Fully Executed Agreement**
- 2. Receipt of all applicable Permits**
- 3. Evidence of Financing from Owner**
- 4. At such time that the longest known lead time will not cause a delay in the critical path of activities**
- 5. Notice to Proceed from the Owner or Architect**

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

Not later than **Four Hundred and Fifty-Five Days (455)** calendar days from the date of commencement of the Work. A date will be set after all items in A.2.1 have been fully executed and received.

By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
------------------------	------------------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not Applicable			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Amendment.)

See Attached Exhibit E – Contract Document Logs

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Amendment.)

See Attached Exhibit E – Contract Document Logs

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

(Table deleted)

Not Applicable. This is not a LEED, Green Globes, or other certified sustainability type project.

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Site Unsuitable Allowance (per unit prices)	\$255,108.00
Signage Allowance (Code Required)	\$5,000.00
Permit Comment Changes (LS) Allowance	\$50,000.00
Utility Tap/Connection Fee Allowance	\$105,122.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See Attached Exhibit D – Clarifications

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here or refer to an exhibit attached to this Amendment.)

See the GMP Amendment documents and table of contents for other construction services contract items. Those items include the following:

Cover Page

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- Exhibit A - AIA Document A133 – 2019 – Guaranteed Maximum Price Amendment (this document)
- Exhibit B – AIA Document A133 – Insurance and Bonds
- Exhibit C – GMP Worksheet
- Exhibit D – Project Clarifications

- **Exhibit E – Contract Document Logs**
- **Exhibit F – Abnormal Weather Days**
- **Certificate of Insurance**
- **Payment & Performance Bonds**

ARTICLE A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

Not Applicable

This Amendment to the Agreement entered into as of the day and year first written above.

TOWN OF PINEVILLE

EDIFICE, LLC

OWNER *(Signature)*

Ryan Spitzer, Town Manager
(Printed name and title)

Date:

CONSTRUCTION MANAGER *(Signature)*

Michael A. Carlisto, Executive Vice President
(Printed name and title)

Date:



Exhibit C - GMP Worksheet
Pineville Fire Department



Pineville, NC

Description		GMP
01-001	Final Cleaning and Construction staking	33,175
01-002	Survey and Layout	4,000
31-001	Earthwork	2,317,682
	Site Unsuitable Allowance (per unit prices)	255,108
32-001	Landscape Plantings	43,138
32-002	Fencing	86,415
32-003	Ground Improvement	72,200
03-001	Cast-In-Place Concrete	429,500
04-001	Masonry	1,447,000
05-001	Steel	1,090,029
06-001	Millwork	171,400
07-001	Waterproofing, Air Barrier, & Sealant	83,075
07-002	Roofing	282,890
08-001	Doors Frames and Hardware (includes access doors)	222,050
08-002	Glass	176,715
08-003	Bi-Parting and Overhead Doors	438,605
09-001	Drywall	536,000
09-002	Acoustical Ceilings	56,558
09-003	Flooring	142,300
09-004	Hard Tile	91,359
09-005	Paint	84,950
10-001	Specialties/Corner Guards/FEC/Flag Poles/Fire Poles	182,562
10-002	Lockers	42,500
	Signage Allowance (Code Required)	5,000
12-001	Window Treatments	22,480
14-001	Elevator	112,990
21-001	Fire Suppression	99,750
22-001	Plumbing	635,350
23-001	HVAC	978,630
26-001	Electrical	1,468,000
Alt G1	Removal of Full-Time Composite Cleanup - Accepted	(84,675)
Alt C1	HD Concrete in lieu of LD Asphalt at Visitor Parking- Accepted	11,573
Alt C2	HD Concrete in lieu of LD Asphalt at Staff Parking (Rear) - Accepted	57,316
Alt C3	400' of 8" fire water + new hydrant- Accepted	80,040
Alt C4	450' of 3" domestic water- Accepted	25,019
Subtotal Direct Cost		11,700,684
	General Conditions	904,703
	Permit Comment Changes (LS) ALLOWANCE	50,000
	Contractors Contingency (3.00%)	378,162
	Technology Fee (0.25%)	32,847
	Utility Tap/Connection Fee Allowance	105,122
	Subcontractor Default Insurance (1.25%)	164,233
	General Liability Insurance (0.90%)	118,248
	Builders Risk Insurance (0.35%)	45,985
	Pollution Insurance (0.05%)	6,569
	Payment and Performance Bond	142,167
	Construction Fee	818,923
Construction Total		14,467,644



AIA[®] Document A133™ – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 18th day of August in the year 2022
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

Pineville Fire Station One
118 College Street
Pineville, North Carolina 28134

THE OWNER:
(Name, legal status, and address)

Town of Pineville
200 Dover Street
Pineville, North Carolina 28134

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Edifice, LLC
4111 South Boulevard
Charlotte, North Carolina 28209

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER’S INSURANCE**
- B.3 CONSTRUCTION MANAGER’S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER’S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager’s request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 **Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss

Sub-Limit

§ B.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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User Notes:

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§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § B.2.4.1 **Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- § B.2.4.2 **Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- § B.2.4.3 **Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- § B.2.4.4 **Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- § B.2.4.5 **Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- § B.2.4.6 **Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- § B.2.4.7 **Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

Init.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ B.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

§ B.2.5.2 **Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: (If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than **One Million Dollars and 00/00 (\$ 1,000,000.00)** each occurrence, **Two Million Dollars and 00/00 (\$ 2,000,000.00)** general aggregate, and **Two Million Dollars and 00/00 (\$ 2,000,000.00)** aggregate for products-completed operations hazard, providing coverage for claims including

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User Notes:

(1345943917)

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .10 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than **One Million Dollars and 00/100 (\$ 1,000,000.00)** per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than **One Million Dollars and 00/100 (\$ 1,000,000.00)** each accident, **One Million Dollars and 00/100 (\$ 1,000,000.00)** each employee, and **One Million Dollars and 00/100 (\$ 1,000,000.00)** policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 Not Used

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than **One Million Dollars and 00/100 (\$ 1,000,000.00)** per claim and **Two Million Dollars and 00/100 (\$ 2,000,000.00)** in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than **One Million Dollars and 00/100 (\$ 1,000,000.00)** per claim and **Two Million Dollars and 00/100 (\$ 2,000,000.00)** in the aggregate.

§ B.3.2.11 Not Used

§ B.3.2.12 Not Used

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
- (Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

Construction Manager will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 2 of the General Conditions.

- § B.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- § B.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

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§ B.3.3.2.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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EXHIBIT D – Project Clarifications



General

1. This agreement reconciles the contract to include the full cost of construction as outlined in Exhibit C GMP Worksheet Summary.
2. We have included Subcontractor Default Insurance SDI at 1.25% cost of work.
3. GMP is based off of plans and specifications referenced in Exhibit E.
4. Costs for building permits are not included.
5. We exclude the cost to bring any utilities into the site which includes but is not limited to gas, electric, phone, cable, fiber, and internet. All services should be brought into the site by the responsible utility entity to a meter or transformer. Edifice will coordinate schedule and install with utility entity.
6. Any cost associated to provide & install a new primary building transformer & associated work is by Pineville. We have included a concrete pad for the transformer. Transformer to be set by others.
7. All work is priced during typical business hours (7am – 5pm). Work hours will be coordinated between Edifice, the Town of Pineville, and the authorities having jurisdiction.
8. The following soft cost items are currently not included:
 - a. Material testing, site testing & special inspections
 - b. Geotechnical Reports or Surveys
 - c. Televisions
 - d. Furniture
 - e. Station Alert System (conduit/pathways and low voltage cabling is included)
 - f. Kitchen Equipment/Appliances. Edifice will only install these items
 - i. Kitchen hood will be provided and installed by Edifice
 - g. Fitness equipment
 - h. Plymovent vehicle exhaust system.
 - i. Generator
 - j. Data/Telecom/Structural Cabling with testing and devising out. Raceways over hard ceilings will be provided by the electrical subcontract for access by others.
 - k. Turn-out gear lockers. Edifice will only install these
 - l. Final interior and exterior building signage and wayfinding signs. Edifice has carried an allowance for code required signage if permanent signage is not ready at completion of the project.
 - m. Vinyl wall coverings or wall graphics.
 - n. Artwork, displays or historical pieces.
9. Any NCDOT and required encroachment permits are not included. These are to be provided by the Town of Pineville prior to the start of construction.
10. Fees required by any authority having jurisdiction for road closures are not provided by the Construction Manager or trade contractors. Traffic control measures are included to the limits required by NCDOT code and typical practices.
11. We have excluded costs associated with street closings, sidewalk closings or traffic control operations if required.
12. Third party building commissioning is not included. Test & Balance will be by mechanical contractor.
13. Third party UL labeling of any specified item or owner supplied item that does not come labeled is not included.
14. Pricing is based on a minimum of three acceptable manufacturers for each product or component. Basis of design specifications to include three acceptable specific products with accompanying model or part number. The three products should all perform in a way acceptable to the Owner and Designers. This clarification is included to help the trade contractors pricing and promote competition amongst the specified items.
15. Edifice has included the provisions of Division 01 from the specifications that are provided and required by the Town of Pineville. Our contract is with the Town of Pineville and not the Designers. Therefore, if any requirements or stipulations were added to or included in Division 01 by the Designers, and not agreed upon by Edifice and the Town, then Edifice has not included any of those items and will not be required to adhere to those items.
16. Edifice includes the right to discuss, negotiate, and resolve any items in the specifications that are not directly specific or applicable to the project. In other words, if “canned” or “non-applicable” items are included in the specifications, Edifice will not be held responsible for them.

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EXHIBIT D – Project Clarifications



17. The Edifice Contract Document List and Drawing Log is indicative of the drawings we priced for the GMP. The drawing list in the Designer's specification book may not match the list of drawings Edifice priced. Therefore, the project team needs to recognize our drawing list as the official list for the GMP Amendment Contract process.
18. Edifice Construction does not include any informal submittals. We have included select action submittals only transmitted digitally from our project management platforms. Edifice will work the designer partners to make sure all relevant and useful submittals are included and reviewed. Edifice will not submit documents that do not have action of approval by designers.
19. Temporary fencing has been included during construction services. No security personnel or surveillance systems have been included.
20. We have included a payment and performance bond.
21. We have excluded separate interior finish selection mock-ups. Mock-up areas can become part of completed work.
22. Pricing provided in this proposal is valid for 90 days from bid opening date. If acceptance is provided after this duration, we reserve to re-evaluate the proposal given the market volatility of certain materials and commodities.
23. LEED requirements and or project registration fees are not included. This is not a LEED certified, Green Globes, or a sustainable certified project of any sort.
24. Gas service to the building and meter is by the utility supplier. Edifice will coordinate with utility companies as necessary.
25. We have not included any third-party photographic documentation for preconstruction, periodic construction, or final completion. Edifice will take progress photos throughout the project and share as requested. Edifice will also secure a sign camera and provide monthly drone documentation.
26. There is no provision for an existing conditions analysis of structures or surfaces beyond the property lines of the project. Nor is there provision for vibration monitoring during construction activities.
27. Closeout procedures, demonstration and training format and turnover will be mutually agreed between Edifice, the Town of Pineville, and SCN.
28. We have included allowances for the replacement of unsuitable soils, washed No.57 stone, aggregate base course, biaxial geo-grid, and woven geo-textile fabric. We have not included any provisions for unforeseen below grade obstructions.
29. We have excluded camera inspections of existing utilities if required.
30. We have not included temporary dewatering systems as we would not be able to properly price the unknown condition.
31. Earthwork costs are based off existing material on site to be suitable for site fill or backfill operations during construction.
32. Removal or re-routing of unknown/unidentified underground utilities and structures is excluded unless indicated on the plans.
33. No provisions have been included for concrete admixtures if required for schedule acceleration.
34. No provisions have been included for climate control to install concrete in inclement weather or during lower temperatures.
35. Wet curing of concrete has been excluded.
36. We have excluded sandblasting or a fine texture rub/patch finish of any concrete other than the areas specifically identified in the plans and specifications.
37. No provisions have been included for climate control to install masonry in inclement weather or during lower temperatures.
38. Drywall costs are based on a level 4 finish for walls and ceilings exposed to view. Level 5 finish has been excluded unless clearly defined and called out on the drawings.
39. We have excluded any vapor or moisture mitigation products if required to be installed over concrete surfaces to achieve adhesion with floor finish material.
40. We have included code required signage only.
41. A sprinkler system per plans has been included for the new Fire Station which based on an adequate water supply and pressure being available to the site. No provisions for a fire pump, storage tank or enclosure have been included. No additional off-site utility work to get to an adequate source has been included.
42. Dry-type sidewall pendants are included at the second level Covered Patio. A full dry-type sprinkler system has not been included.
43. We have excluded heat tracing of below grade piping unless specifically indicated on the plans.

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EXHIBIT D – Project Clarifications



- 44. We have not included temporary or permanent equipment to condition air for drywall installation or any other products or systems prior to the running of permanent HVAC equipment. Job site conditions will be evaluated as needed during construction. If additional equipment or measures are needed for certain work to take place the owner, architect and Edifice will review all options on how this can be achieved. Drywall will be installed prior to having conditioned air in the building. Edifice will make sure areas are dry and protected from weather elements
- 45. We have excluded any concrete electrical duct banks.
- 46. Traffic signaling work is not included. Edifice will provide and install conduit for signaling work as indicated in the project documents.
- 47. Site parking lot lighting is excluded. All parking lot site lighting will be furnished and installed by utility provider and leased back to building end users. Edifice will provide underground conduit for these lights as shown on the civil drawings.
- 48. We have included a fire alarm system. This includes all conduit, wiring, and devices that were indicated on the bid documents. We have excluded allowances for additional devices if required by fire marshal or other authority having jurisdiction.

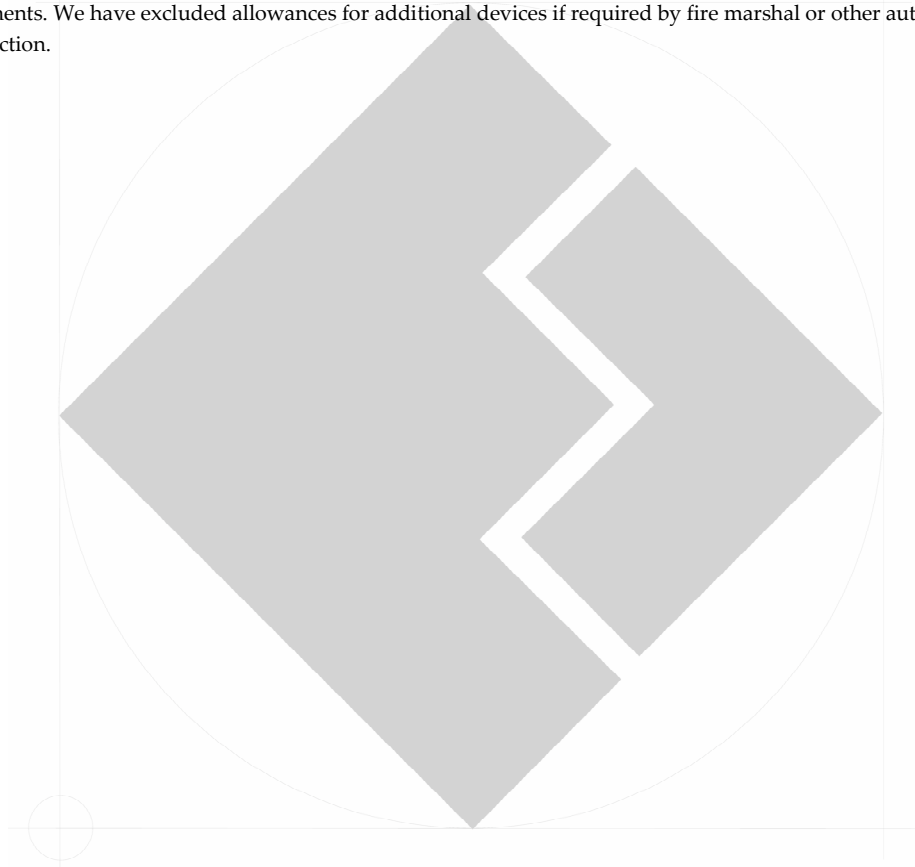


Exhibit F – Abnormal Weather Days

Weather Days

WEATHER DAYS:

For informational and baseline purposes, Owner and Construction Manager agree that the “Weather Days” at the project location are as follows:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
6	_7_	_7_	_6_	_8_	_7_	_5_	_7_	_5_	_5_	_5_	_6_

The baseline above represents the number of calendar days for each month that construction activity is expected to be suspended due to normal seasonal weather.

Construction Manager assumes full responsibility for completing the project within the contractual timeframe taking into consideration these Weather Days. To the extent that Construction Manager contends it is entitled to an extension of the Contract Time for adverse weather, Construction Manager shall pursue such claim as provided in Article 15 of the AIA A201-2017, as modified.

In addition to precipitation, Weather Days shall also include the following conditions:

1. “Snow Days” - are defined as days where critical path activities cannot proceed due standing snow on the project site in excess of 1.0 or ice of any thickness that creates an unsafe working environment”
2. “Drying Days” – are defined as days where critical path activities cannot proceed subsequent to the actual “rain day” during the period of critical path site work, foundation, or other underground activities operations (mass grading, building pad grading, excavations, backfill operations, foundations, slabs, underground plumbing, mechanical, or electrical). Drying Days that actually prevent critical path site activities from proceeding for more than 4 hours of a scheduled workday are considered Weather Days.
3. “Windy Days” – are defined as days where critical path activities cannot proceed due to high winds that prohibit work to take place in a safe manner.
4. “Cold Days” – are defined as days where critical path activities cannot proceed due to temperatures that are below the allowable tolerances for the work that is scheduled.

A Weather Day only occurs when 4 hours or more of a scheduled workday is missed due to adverse weather