

RESOLUTION 19-41

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, APPROVING CHANGE ORDER FOR PRE-GMP TIME SENSITIVE PROCUREMENT NEEDS ASSOCIATED WITH THE CONSTRUCTION MANAGER AT RISK AGREEMENT BETWEEN THE CITY AND GILBANE BUILDING COMPANY FOR THE RENOVATION AND CONSTRUCTION OF STADIUM AND TRAINING FACILITIES; MAKING RELATED FINDINGS; PROVIDING FOR CONFLICTING RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Dunedin (the “**City**”) and Gilbane Building Company (“**Gilbane**”) executed, as of November 8, 2018, an agreement (the “**CMAR Agreement**”), consisting of the Agreement Between Owner and Construction Manager as Constructor, all exhibits attached thereto and incorporated therein, and General Conditions, under which Gilbane agreed to provide preconstruction services and to perform the construction work (such services and work, to be referred to collectively as the “**Work**”) in connection with the construction and renovation of the Dunedin Spring Training Facilities (the “**Project**”) to be used by the Major League Baseball Club known as the Toronto Blue Jays, owned and operated by the Rogers Blue Jays Baseball Partnership (the “**Club**”); and

WHEREAS, the City and Populous, Inc. (“**Populous**”) executed, as of July 5, 2018, an owner-architect agreement for the design of the Project (the “**Owner-Architect Agreement**”), including without limitation a detailed description of the Owner’s program for the Project (the “**Initial Program**”), which, as it has been and in the future may be further amended by the parties, shall be the basis for the Populous design documents detailing Gilbane’s Work; and

WHEREAS, under the terms of the CMAR Agreement, at a time to be mutually agreed upon by the City and Gilbane and in consultation with Populous, Gilbane shall prepare a Guaranteed Maximum Price proposal (the “**GMP Proposal**”), for the City’s and the Club’s approval and the City’s acceptance, setting forth the proposed Guaranteed Maximum Price for performance of the Work; and

WHEREAS, as part of preconstruction services, Gilbane is currently developing for the approval of the City a Project Schedule; and

WHEREAS, the parties have determined that if certain components of the Work can now be priced separately, and commenced immediately by Gilbane,

the likelihood that the Project will achieve completion by the date established in the Project Schedule will be greatly enhanced.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY ASSEMBLED THAT:

Section 1. Gilbane has submitted Change Order #14, attached to this Change Order Resolution as **Attachment A**, under which that portion of the Work as referenced in Exhibits A, B and C to Change Order #14, is priced and proposed for immediate execution.

Section 2. Change Order #14 and the City's payment to Gilbane for the cost for Gilbane to perform that portion of the Player Development Complex Scope of Work, which is stated in Change Order #14 as Six Million Four Hundred Eighteen Thousand Eight Hundred Fifty One dollars (\$6,418,851), are hereby approved.

Section 3. The cost for Gilbane to perform the Player Development Complex – Scope of Work, as stated in Change Order #14, shall be included in the GMP Proposal to be submitted to the City by Gilbane, but the costs of Change Order #14 shall not be accounted for twice in the development of the GMP.

Section 4. All future proposed change orders prior to the establishment of the GMP, if any, under which certain Work is identified for separate pricing, scheduling and performance, shall include the following documentation, and the City's approval of payment for such Work shall be conditioned upon Gilbane's submission and the City's approval of the following:

- a. A list of the drawings and specifications describing the proposed separate Work;
- b. A list of the clarifications, qualifications, and assumptions made by Gilbane in preparation of the proposed change order;
- c. A statement of the proposed price, or guaranteed maximum price as the case may be, including a statement of the estimated cost of the Work describing in detail all trade categories or systems, allowances, alternates, contingency, and Gilbane's Fee as defined in the CMAR Agreement;
- d. A proposed schedule for the Work, reflecting revisions to any previously approved Project Schedule, showing the anticipated date of Substantial Completion;
- e. Written confirmation that the proposed change order has been reviewed and approved by the City's Project Manager, by an authorized representative of Populous, and by an authorized representative of the Club, and written acknowledgment from Gilbane

that the proposed change order, once approved by the City, shall be binding upon Gilbane.

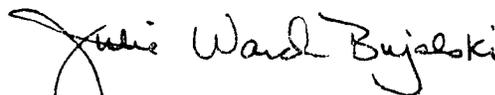
1. Each change order agreed upon prior to the establishment of the GMP shall be rolled into the GMP proposal submitted to the City in accordance with the terms of the CMAR Agreement.
2. Performance of all Work under the terms of this and all future change orders, if any, shall be subject to the terms and conditions of the CMAR Agreement in all respects.

BE IT FURTHER RESOLVED that any existing Resolution or portion thereof of the City Commission which contains terms or provisions which are in direct conflict with and cannot be harmonized with the provisions of this Resolution shall, as to such terms or provisions, be deemed as superseded by this Resolution.

BE IT FURTHER RESOLVED that the provisions of this Resolution are severable such that the invalidity of any one provision shall not operate to invalidate any other provision.

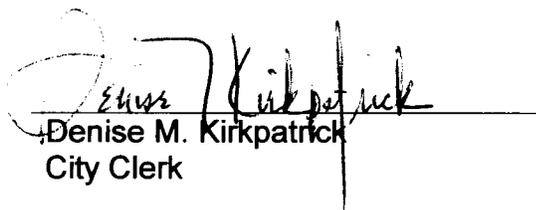
BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 7th day of August, 2019.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

Change Order Form—to be used prior to the City's acceptance of the GMP Proposal

Project: Construction and renovation of the
Dunedin Spring Training Facilities
Contractor: Gilbane Building Company

Change Order No.: 014
Change Order Date: August 1, 2019
Contract Date: November 8, 2018

The following change is hereby made a part of the Contract Documents enumerated in the Agreement Between Owner and Construction Manager (the "CMAR Agreement") on the date referenced above and shall be performed under the same terms and conditions as required by the original Contract Documents. Except as modified herein, the original Contract Documents and all prior amendments shall remain in full force and effect and all of the terms of the Contract Documents are hereby incorporated in this Change Order.

The Contract is changed as follows: (See attached supporting documents)

Provide the Roofing in accordance with BP 07E, Waterproofing & Caulking in accordance with BP 07F, Glass & Glazing in accordance with BP 08F, Drywall & Acoustical in accordance with BP 09C, Food Service Equipment in accordance with BP 11F, Reconciliation of the Sports Netting Allowance. The following exhibits provide additional information related to this Change Order and are hereby incorporated as part of this Change Order.

- Exhibit A, Player Development Complex Change Order Cost Summary dated 08/01/2019
- Exhibit B, Player Development Complex Qualification & Assumptions dated 08/01/2019
- Exhibit C, Player Development Complex Drawings and Specification logs dated 08/01/2019

The Guaranteed Maximum Price components authorized in the CMAR Agreement total:
The total Guaranteed Maximum Price will be determined by the accepted GMP Proposal.

\$8,432,624
\$77,704,140.00
\$6,418,851.00
\$84,122,991.00

Prior to acceptance of the GMP:

The Cost of Work authorized by previous Change Orders:

The Cost of Work authorized by this Change Order is:

The Cost of Work authorized to date including this Change Order is:

The Substantial Completion Date prior to this Change Order was:

The Contract Time is (increased) (decreased) (unchanged) by: TBD calendar days

The date of Substantial Completion as of this Change Order (insert date):

TBD
TBD
TBD

This Change Order is in full compromise and settlement of all adjustments to Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of said impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in this Change Order. By execution of this Change Order, Contractor agrees that this Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, impacts, or any costs of whatsoever nature, character or kind arising out of or incidental to this Change Order, provided, that this accord and satisfaction extends only to claims of which the Construction Manager is aware, or reasonably should be aware in compliance with section 2.1.8 of the CMAR Agreement, as of the date hereof.

CONSTRUCTION MANAGER Gilbane Building Company

Accepted by:



(Signature)

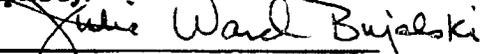
Robert S. Hayes

(Print or Type Name)

Date: 8/7/19

OWNER The City of Dunedin, Florida

Accepted by:



(Signature)

JULIE WARD BUJALSKI

(Print or Type Name)

Date: 8/7/19

ARCHITECT: Populous, Inc. Reviewed by:

Signature: 

Print or Type Name: BRENT GAUDLE Date: 8/7/2019

ROGERS BLUE JAYS BASEBALL PARTNERSHIP: Reviewed and approved by:

Signature: 

Date: 8/7/19

Andrew Miller

TBJ - Player Development CO#14

Breakdown of Costs

"Exhibit A"

8/1/2019 R2



Bid Package Description	Gilbane GMP Amount	Subcontractor/ Vendors Carried Within GMP																									
07F - Waterproofing	\$180,182	Service Contracting Sol.																									
07A Roofing	\$1,427,557	ALLOWANCE																									
08F Glass & Glazing	\$894,300	Countryside																									
09C Drywall & Acoustical	\$2,460,319	Raynor Company Group																									
11F Food Service/Kitchen Equipment	\$696,365	Johnson Lancaster & Associates																									
Dyneema Ultra Cross Sports Netting Change Order (\$1,207,500 total)	\$218,300	SportsField Specialties																									
- \$15,000.00 authorized in Change Order 11																											
- \$974,200.00 authorized in Change Order 13																											
Accepted Alternate to provide all Vinyl coated chain link fence material down the foul lines of MLB Field 2	\$7,940	Smith Fence																									
Accepted Alternate to provide all Vinyl coated chain link fence material down the foul lines of MLB Field 1	\$6,940	Smith Fence																									
Credit to delete the Masonry at the Column Wraps at the PreEngineered MLB Batting Tunnel, MiLB Batting Tunnel, & Indoor Agility Field Metal Buildings	-\$176,410	Masonry Builders																									
Total Trade Costs Subtotal	\$5,715,493																										
<table border="0"> <tr> <td>Construction Contingency</td> <td>3.00%</td> <td>\$171,465</td> </tr> <tr> <td>Permit Allowance</td> <td></td> <td>\$0</td> </tr> <tr> <td>CCIP</td> <td>2.64%</td> <td>\$169,458</td> </tr> <tr> <td>Difference in Conditions</td> <td>0.15%</td> <td>\$9,628</td> </tr> <tr> <td>Builders Risk Insurance (by Owner)</td> <td></td> <td></td> </tr> <tr> <td>Subcontractor Default Insurance</td> <td>1.25%</td> <td>\$73,587</td> </tr> <tr> <td>P & P Bond</td> <td>0.600%</td> <td>\$38,513</td> </tr> <tr> <td>CM Fee</td> <td>3.75%</td> <td>\$240,707</td> </tr> </table>	Construction Contingency	3.00%	\$171,465	Permit Allowance		\$0	CCIP	2.64%	\$169,458	Difference in Conditions	0.15%	\$9,628	Builders Risk Insurance (by Owner)			Subcontractor Default Insurance	1.25%	\$73,587	P & P Bond	0.600%	\$38,513	CM Fee	3.75%	\$240,707			
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Total Change Order Amount		\$6,418,851																									

EXHIBIT B



August 1, 2019

Re: **Toronto Blue Jays Spring Training Facilities Improvements
Player Development Complex
Gilbane Job # J08231**

Subject: **Qualifications & Assumptions for Change Order 14**

Division 0

1. It is mutually understood that the price set forth in this Change Order is only for the Scope of Work to provide the Roofing in accordance with BP 07E, Waterproofing & Caulking in accordance with BP 07F, Glass & Glazing in accordance with BP 08F, Drywall & Acoustical in accordance with BP 09C, Food Service Equipment in accordance with BP 11F, Reconciliation of the Sports Netting Allowance. It is agreed by both parties that this Scope will increase as the Project's Design Documents continues to be developed. Future Change Orders will be required to cover this Future Work. Upon completion of the Design Documents, it is Gilbane's intent to deliver the GMP as set forth in the Contract Agreement.
2. These Assumptions & Clarifications govern and control over any conflicting provisions of the Contract Documents.
3. Gilbane submits herein this Change Order #014 for the associated Scope of Work identified in the Architects' Conformed documents dated 04/29/19 as enumerated in the Drawings and Specification logs referenced in Exhibit C.

Division 01

4. This Change Order is based on receiving approval on or before August 12, 2019
5. Gilbane reserves the right to evaluate the schedule once the design is complete and the final contract documents have been issued.
6. Temporary power and water consumption at the site and trailer complex is excluded from this Change Order and is assumed to be paid by the Owner.
7. No cost has been included for power, domestic water, reclaimed water and/or natural gas consumption charges during construction. All utility consumption costs are assumed to be paid by the Owner.
8. This Change Order is based on the documents referenced in Exhibit C. This Change Order does not include any additional work or changes as a result of the City review and permit documents. Changes as a result of the permit review will require a change to the contract documents and a change order to the contract value.
9. This Change Order is based on being given full unobstructed access to all areas necessary to complete the work included in the construction documents.
10. This Change Order does not account for this being a line item GMP. Any savings on a particular line item may be transferred to cover overruns of another cost of work line.
11. This Change Order includes a three percent (3%) construction contingency. No design or owner contingencies are being carried in this Change Order.
12. Testing services and inspection fees are assumed to be provided and paid by the Owner.
13. This Change Order does not include any special colors.

14. This Change Order does not include any 2nd or 3rd shift work.
15. Gilbane reserves the right to submit for additional site services required by different scopes of work with other Bid Package Change Orders.
16. This Change Order is based on free use of CAD file background for purposes of distributing to the trade contractors as required. Gilbane and the trade contractors receiving these CAD files will sign the Architects waiver for use of these CAD files with the understanding that there is no additional fee for Gilbane to distribute to our trade contractors.
17. The final property survey (boundary survey) is not included in this Change Order and if required will be provided by the Owner.
18. This Change Order excludes the cost of any impact, cap and tap fees for water, fire, gas, storm, and sanitary lines.
19. This Change Order excludes all Factory Mutual Requirements.
20. This Change Order assumes that the final tree bank fee will be paid from the Building Permit Allowance. This allowance will be reconciled once the City calculates the final permit cost.
21. Schedule of Allowances

Description of Allowances	Value of Allowance
Provide 4 Ice Machines and Bins (\$8,500.00 ea) Allowance	\$34,000.00
Exterior Sunshades Allowance	\$20,000.00
Roofing, complete Allowance	\$1,427,557.00

Any savings as a result of the final reconciliation from these allowances will roll back into the project budget for use as directed by the Owner. Any overages as a result of the final reconciliation from these allowances will be requested in a Change Owner to the Owner.

Division 04 – Masonry

22. This Change Order includes deleting the masonry at the Column Wraps at Pre-engineered MLB Batting Tunnel, MiLB Batting Tunnel, & Indoor Agility Field Metal Buildings

Division 07 – Moisture Protection

23. This Change Order includes waterproofing and sealant pricing through CCD#4. Any changes in CCD #5 affecting the waterproofing and/or sealants will be submitted in a separate Change Order.
24. Specification Section 072726 Fluid Applied Membrane Air Barrier, This Change Order includes providing Dryvit NT backstop as an air/moisture barrier in lieu of the specified system. This system will include a 10 year warranty.
25. All Division 7 Moisture Protection testing and inspections are assumed to be provided by the Owner.
26. This Change Order assumes the accepted Value Engineering credit to provide an alternate split slab waterproofing. This Change Order assumes the installation of Henry fully reinforced cold fluid applied waterproofing with a 20 year warranty. All insulation board and drainage board is included.
27. Specification Section 071800 Traffic Coatings is EXCLUDED from this Change Order. This work has been Value Engineered out of the project.
28. Specification Section 074646 Fiber Cement Siding is EXCLUDED from this Change Order. It is our understanding that this specification is not applicable to this project.

29. This Change Order includes an Allowance in the amount of \$1,427,557.00 for the PVC and Metal roofing, complete. This Allowance includes the following clarifications.
 - a. This Change Order includes an Allowance in the amount of \$125,000 for the Fall Arrest system. This allowance is part of the overall \$1,427,557 roofing allowance, referenced above. Per direction from TBJ, the Fall Arrest System at the Pre-Engineered Metal Buildings has been excluded from the pricing.
 - b. The roofing system allowance carried in this Change Order is based upon the details of the systems per the specifications and not the details outline in the drawings.
 - c. Flood Testing Requirement in Specification 075419 part 3.10B is not included as part of the roofing allowance. In order to effectively flood test the roof, more than the specified water depth would have to be placed on the roof in order to cover all of the crickets. This would likely exceed the structural limits of the building.

Division 08 - Openings

30. Specification Section 085113 Aluminum Windows is EXCLUDED from this Change Order. It is our understanding that this specification is not applicable to this project.
31. Specification Section 085119 Motor Operated Aluminum Window System is EXCLUDED from this Change Order. It is our understanding that this specification is not applicable to this project.
32. GBCo is carrying the submitted low bid for the Glass & Glazing Bid Package at the Player Development Complex (PDC) with a substantial variance from the second and other bidders. In the event the submitted low bidder does not agree to the contract and does not execute a satisfactory trade contract agreement with GBCo, then GBCo will move to the second or best qualified bidder and shall be entitled to a change order for the difference between the low bidder's bid amount and the second or best qualified bidder's actual contract amount. The amount in this current change order 14 for the PDC is therefore conditioned on such additional costs in such event for a future change order leading up to the finalized GMP.
33. This Change Order includes glass & glazing pricing through CCD#5.
34. Specification Section 084113 paragraph 2.5.B.3 Bullet resistance rating is excluded from this Change Order.
35. Specification Section 084113 paragraph 2.5.B.2 packing perimeter of framing system to the rough opening with mineral wool fire stop insulation or intumescent sealant is excluded from this Change Order. This condition is believed to not exist.
36. The automatic door operator for opening 01.09.01A will be provided as manufactured by Horton.
37. This Change Order includes providing YKK YHC 300OG 3" x 7 11/16" exterior aluminum curtainwall material, clear anodized finish – 1 each total frame type at main entry.
38. This Change Order includes providing YKK YHS 50FI impact resistant 2 1/2" x 5" exterior aluminum storefront material, clear anodized finish – 68 each total frame elevations
39. This Change Order includes providing YKK 50H impact resistant exterior wide stile aluminum storefront doors, clear anodized finish – 23 each single and 1 each pair with the following hardware: Roton continuous hinges, Von Duprin panic devices with standard pull handles, LCN standard overhead surface mounted closers, custom ADA 10" bottom rails, airlock threshold and standard cylinder with construction core (EPT's where indicated).

40. This Change Order includes providing 1 5/16" impact resistant clear low E (SB 70XL #2) with tempered clear .090 PVB laminated glazing located at exterior aluminum curtainwall and storefront elevations; 1 1/16" at doors.
41. This Change Order includes providing 1 5/16" impact resistant clear low E (SB 70XL #2) with tempered clear .090 PVB laminated glazing and standard color spandrel located at exterior aluminum curtainwall elevations.
42. This Change Order includes providing YKK YES 45FS 1 3/4" x 4 1/2" interior aluminum storefront material, clear anodized finish – 3 each frame types SF-1 and SF-2, 1 each frame types SF-3 and SF-7, 2 each frame types SF-4, SF-5 and SF-6 and 4 each door frame type 1.
43. This Change Order includes providing YKK YESFS 1 3/4" x 4 1/2" interior aluminum storefront material (with wood doors by others), clear anodized finish – 5 each door frame type 1 and 19 each door frame type 4.
44. This Change Order includes providing YKK 50D interior wide stile aluminum doors, clear anodized finish – 12 each single and 2 each pair with the following hardware: Roton continuous hinges (standard butt hinges where indicated), LCN standard overhead surface mounted closers, Rockwood push / pull handles (passage sets where indicated) and custom ADA 10" bottom rails.
45. This Change Order includes providing 1/4" clear tempered glazing located at interior aluminum storefront and door elevations.
46. This Change Order includes providing 1/4" clear tempered glazing located at interior hollow metal / wood doors; translucent where indicated.
47. This Change Order includes providing 3/16" 90 minute Firelite NT glazing located at interior hollow metal doors.
48. This Change Order includes providing the following warranties: 10 year aluminum finish warranty, 10 year insulated glass and low E coating, 5 year delamination and 1 year product and labor warranty.
49. This Change Order DOES NOT include any tinted GS1 Glass.
50. This Change Order includes a \$20,000.00 allowance for the sunshades.
51. This Change Order includes a value engineering credit in the amount of \$88,800.00 for reducing the Main Entrance curtain wall system referenced on A5-3-03 by approximately 15 ft. The top of the curtainwall will extend 5'-9" past the roof level (84'0")
52. This Change Order includes the amount of \$5,500.00 (for one full day of testing) to provide the following testing:
 - a. Specification Section 084113.3.5 AAMA 501.2
 - b. Specification Section 084413.3.4 AAMA 501.2

Additional days of testing can be provided at the rate of \$5,500.00 per day.

Chamber tests are not included in this testing cost.

All other exterior envelope testing is assumed to be by the Owner.

Division 09 - Finishes

53. GBCo is carrying the submitted low bid for the Drywall & Acoustical Bid Package at the Player Development Complex (PDC) with a substantial variance from the second and other bidders. In the event the submitted low bidder does not agree to the contract and does not execute a satisfactory trade contract agreement with GBCo, then GBCo will move to the second or best qualified bidder and shall

be entitled to a change order for the difference between the low bidder's bid amount and the second or best qualified bidder's actual contract amount. The amount in this current change order 14 for the PDC is therefore conditioned on such additional costs in such event for a future change order leading up to the finalized GMP.

54. This Change Order includes reducing the impact board from full height to 8 ft AFF.
55. Please note there are conflicts between the Finish Schedule and RCP drawings. This Change Order has included drywall & ACT pricing as referenced in the RCP drawings unless noted otherwise in pre-bid RFI's.
56. Specification Section 092400 Portland Cement Plastering (Stucco), This Change Order includes providing Dryvit EIFS system with a 10-year warranty in lieu of the specified Stucco.
57. All EIFS testing and inspections are assumed to be provided by the Owner.
58. This Change Order includes drywall & acoustical pricing through CCD#5.
59. Specification Section 098433 Sound Absorbing Wall Units is EXCLUDED from this Change Order. It is our understanding that this specification will be revised in a future CCD. It is assumed that these wall units will be replaced with another panel, so no paint has been priced in lieu of wall panels.

Division 11 - Equipment

60. Please note there are many conflicts between the Kitchen/Food Service drawings, specifications, and schedule for John Boos equipment. This Change Order has included pricing as referenced in the drawings unless noted otherwise below.
61. This Change Order includes food service equipment pricing through CCD#5.
62. The Manitowoc Ice Machines do not have water filters specified and are not included in this Change Order.
63. This Change Order includes providing Kitchen Equipment item 12.065. On the equipment schedule on pages FS3-1, FS3-3, and FS3-4, they are called out as "NIKEC (By Purveyor)" but the way the spec is written, and confirmed with TBJ, appear to be provided by the CM.
64. MLB Servery Item 17.008 was not shown on the equipment schedule but was tagged on the drawings. This Change Order includes providing one (1).
65. MLB Servery Item 25.507 is assumed to be provided by others and is not included in this Change Order.
66. This Change Order includes an allowance in the amount of \$34,000 for providing 4 ice machines and bins at the allowance unit rate of \$8,500.00.
67. Sports Netting is based on the quantities as indicated on the documents. Field measurements have not been performed to verify the quantities referenced in the documents.
68. This Change Order includes to provide the Sports Netting as indicated on the attached Conformed 4/29/19 drawings (modified with clarification/change notes) PF2-01, PF3-01, PF4-01, PF5-01,

Division 32 – Exterior Improvements

69. This Change Order includes providing vinyl coated chain link fence material down the foul lines of MLB Fields 1 & 2.

