

RESOLUTION 19-45

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 #16, 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 #16, is priced and proposed for immediate execution.

Section 2. Change Order #16 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 #16 as Twelve Million Eighty Five Thousand Nine Hundred Thirty Nine dollars (\$12,085,939), are hereby approved.

Section 3. The cost for Gilbane to perform the Player Development Complex – Scope of Work, as stated in Change Order #16, shall be included in the GMP Proposal to be submitted to the City by Gilbane, but the costs of Change Order #16 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.

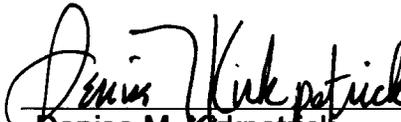
BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 5th day of September, 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.: 016
Change Order Date: August 30, 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)

It is mutually understood that the price set forth in this Change Order is only for the Scope of Work to provide the items specifically referenced in Exhibit A & B. The following exhibits provide additional information related to this Change Order and are hereby incorporated as part of this Change Order.

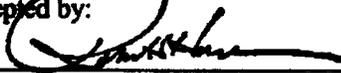
- Exhibit A, Player Development Complex Change Order Cost Summary dated 08/30/2019
- Exhibit B, Player Development Complex Qualification & Assumptions dated 08/30/2019
- Exhibit C, Player Development Complex Drawings and Specification logs dated 08/01/2019

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

The Cost of Work authorized by previous Change Orders:	\$8,432,624
The Cost of Work authorized by this Change Order is:	\$84,466,648.00
The Cost of Work authorized to date including this Change Order is:	\$12,005,939.00
The Substantial Completion Date prior to this Change Order was:	\$96,552,587.00
The Contract Time is (increased) (decreased) (unchanged) by: <u>TBD</u> calendar days	TBD
The date of Substantial Completion as of this Change Order (insert date):	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:



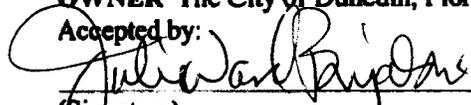
(Signature)

Robert S. Hayes

(Print or Type Name)

Date: 8/30/19

OWNER The City of Dunedin, Florida
Accepted by:



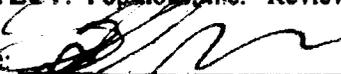
(Signature)

JULIE WARD BUJALSKI

(Print or Type Name)

Date: 9/5/19

ARCHITECT: Populous, Inc. Reviewed by:

Signature: 

Print or Type Name: BYRIANT LADDIE Date: 9/3/2019

ROGERS BLUE JAYS BASEBALL PARTNERSHIP: Reviewed and approved by:

Signature: 

Ben Colabrese

Date: Sept 5, 2019

TBJ - Player Development CO#16

Breakdown of Costs

"Exhibit A"

8/30/2019



Bill Package Description	Change Order Amount	Subcontractor / Vendor Name
PDC Site Services	\$0	GBCo
32i Asphalt Paving	\$706,162	ALLOWANCE
Selective Demo	\$16,600	Environmental Construction
06A Millwork	\$1,115,000	Adams Bros. Rev
Metal Panels	\$346,403	Cladding Systems
08C Overhead Doors	\$107,820	Acousti
09G Flooring (Carpet & Resilient)	\$1,680,702	Spectra
Sports Flooring	\$457,997	PLAE Vertical Inc
Sports Flooring Change Order for 2nd FL Batting Lab & Plyometric Stairs	\$26,355	PLAE Vertical Inc
09D Resinous Flooring	\$70,719	Stonhard
09I Paint	\$492,145	ALLOWANCE
10A Signage	\$101,228	Hilton Dispalys
10B Specialties	\$692,570	McLeod General Trades
10D Operable Partitions	\$22,870	Acousti
12B Window Treatments	\$23,247	Interior Specialties
Misc Pool Items	\$25,000	ALLOWANCE
Bleachers	\$47,770	McLeod
Fabric Canopies	\$88,002	USA Shade
Metal Canopies	\$112,429	Perfection Arch.
32J Site Concrete	\$616,596	ALLOWANCE
32H Landscaping & Irrigation	\$879,527	ALLOWANCE
Fence & Gates Change Order (\$1,428,143.00 total cost; \$694,913.00 allowance authorized in Change Order 01)	\$733,230	Smith Fence
Add to paint the columns where the masonry Column Wraps were eliminated at the PreEngineered MLB Batting Tunnel, MiLB Batting Tunnel, & Indoor Agility Field Metal Buildings. Paint column up to the height of the metal siding not to the deck.	\$35,700	ALLOWANCE
Allowance for the Benches and Countertops at the Dugouts, Scouting & Coaches Shade Structures	\$172,500	Sportsfield Specialties
Add back the chain link fence at the MiLB Field 53B Bullpen	\$1,840	Smith Fence
3B line of MLB #1, Bring Sports Netting down to stop 3 ft not 8 ft above the ground (add additional 5ft of netting to the 250 Infrun down the left sideline of MLB Field #1)	\$3,500	SportsField Specialties
RFI #30, Credit for reducing the infield clay depth from 6in to 4in.	-\$87,774	Brightview
MLB Field 2, Provide B1K ilo the specified synthetic turf	\$157,753	Brightview
Allowance for Pass Thru Windows, ref 7/FS4-1-01 (not enough information on the documents to locate on the plans)	\$25,000	ALLOWANCE
Reconcile Masonry Trade Cost	-\$136,649	Masonry Builders
Final Clean	\$40,000	ALLOWANCE
RF01 Addendum 4		
- Randall Mechanical - Site Plumbing	\$2,503	Randall
- APG Site Electric (\$191,993 sub less \$173,372 final)	-\$18,621	APG
RF01 Addendum #6		
- Crisdel (Sitework)	\$12,015	Crisdel

BPG3 Addendum 1				
-APG Site Electric (\$25,043 submitted less \$21,214 Final)			- \$3,829	APG Electric
CCD #1				
- OLP (Concrete)			\$5,572	OLP
- MBI (Masonry)			\$54,115	Masonry Builders
- Adena (Steel)			\$131,300	Adena
- APG (Bldg Electric)			\$272,755	APG Electric
APG/Conformed Drawings 4/29/19				
Masonry and precast coping radius seat wall at the Clubhouse Main Entry			\$30,408	Masonry Builders Inc
- Harrell (Metal Buildings)			\$15,000	Harrell
- Brightview Synthetic Turf at MiLB Batting Tunnels, MLB Batting Tunnels, MiLB Bullpen, MLB Bullpen, Indoor Agility Field			\$883,734	ALLOWANCE
- Miscellaneous Metals			\$150,000	ALLOWANCE
- OLP, Concrete Maint Bldg			\$13,467	OLP
- Randall, Fire Protection Maint Bldg			\$35,000	Randall Mechanical
- Adena, Misc Mtis Maint Bldg			\$30,000	Adena
- Crisdel, Site Fire Line Maint Bldg			\$50,000	ALLOWANCE
CCD #2				
- Randall Mechanical (Bldg Plumbing)			\$92,798	Randall Mechanical
- B&I (Mechanical)			\$11,767	B&I Mechanical
- APG (Bldg Electric)			\$148,605	APG Electric
CCD #3				
- Crisdel (Sitework)			-\$48,129	Crisdel
- OLP (Concrete)			\$4,851	OLP
- MBI (Masonry)			\$31,416	Masonry Builders
- Adena (Steel)			\$825	Adena
- Randall Mechanical (Bldg Plumbing)			\$11,488	Randall Mechanical
- APG (Bldg Electric)			\$240,527	APG Electric
CCD #4				
- Crisdel (Sitework)			\$44,785	Crisdel
- OLP (delete locker bases)			-\$5,272	OLP
- Randall Mechanical (Fire Protection)			\$546	Randall Mechanical
- B&I (Mechanical)			\$47,127	B&I Mechanical
- APG (Bldg Electric)			-\$57,316	APG Electric
Total From Cost Subtotal			\$4,361,549	
Construction Contingency	3.00%	\$322,848		
Permit Allowance		\$0		
CCIP	2.64%	\$319,069		
Difference in Conditions	0.15%	\$18,129		
Builders Risk Insurance (by Owner)				
Subcontractor Default Insurance	1.25%	\$138,556		
P & P Bond	0.600%	\$72,516		
CM Fee	3.75%	\$453,223		
Total Change Order Amount			\$12,085,939	



EXHIBIT B

August 30, 2019

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

Subject: **Qualifications & Assumptions for Change Order 16**

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 items specifically referenced in Exhibit A. 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 #016 for the associated Scope of Work identified in the Architects' CCD#5 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 September 5, 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. An allowance in the amount of \$40,000.00 is included in this Change Order for Final Cleaning.
22. Schedule of Allowances

Description of Allowances	Value of Allowance
Asphalt Paving, complete Allowance	\$706,162.00
Metal Countertop Allowance	\$15,000.00
Flooring Moisture Mitigation	\$159,000.00
Pool & Hydrotherapy Room Tile	\$100,000.00
Specification Section 105113 Metal Lockers & Benches	\$207,000.00
Specification Section 112173 Commercial Laundry Equipment	\$179,000.00
Specification Section 133423.16 Fabricated Control Booth	\$65,000.00
SS Pass Thru Windows, ref 7/FS4-1-01	\$25,000.00
Site Concrete, complete Allowance	\$616,596.00
Landscape & Irrigation, complete Allowance - Includes an Allowance in the amount of \$6,500 for an Irrigation Controller & Rain Sensor	\$879,527.00
Paint & Wall Coverings, complete Allowance - Includes an Allowance in the amount of \$4,360.00 for Specification Section 099610 Pool Coatings	\$492,145.00
Final Cleaning	\$40,000.00
Synthetic Turf at MLB & MiLB Batting Tunnels, MiLB & MLB Bull Pens, and Indoor Agility Field	\$883,734.00
Misc Pool Items	\$25,000.00
Maintenance Building Fire Line	\$50,000.00
Conformed Drawings Miscellaneous Metals	\$150,000.00

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 Order to the Owner.

Division 06 – Wood, Plastics, Composites

23. This Change Order includes the following qualifications and assumptions for the lockers & casework/millwork:

- a. Digital keypad locks, combination locks and card readers are excluded from the Athletic Lockers.
- b. Laminate cladding to be the selected wood grained laminate.
- c. Drawer Slides are Tru-Trac TT100B-500FE
- d. Hinges are Blum Concealed
- e. Pulls are Richelieu 1076
- f. Cabinet Core material for the general casework is particleboard with white melamine face for the cabinet interiors.
- g. Locker Laminate Finishes are Wilsonart Phantom Charcoal Premium/Gloss Line Finish/AEON scratch resistance. Core for lockers is 3/4" plywood with VGS grade Wilsonart Phantom Charcoal laminate on all exposed surfaces.
- h. Horizontal Surfaces are Grade HGS at laminate countertops only.
- i. Vertical Surfaces are Grade VGS
- j. Edgebanding is 1mm PVC standard color and thickness as determined by Charter Industries. Color matched PVC edgebanding is included. Color selection by Architect.
- k. Locker 1 includes Plastic Laminate Open Tall Cabinets, Steel C Channel, Upgraded Pulls, Stainless Steel Trim, Lock, Closet Rod, Coat Hooks, Slotted Vents in Cabinet Doors.
- l. Locker 1 Shallow includes Plastic Laminate Open Tall Cabinets, Stainless Steel C Channel, Upgraded Pulls, Stainless Steel Trim, Lock, Closet Rod, Coat Hooks.
- m. Locker 1 Wide includes Plastic Laminate Open Tall Cabinets, Stainless Steel C Channel, Upgraded Pulls, Stainless Steel Trim, Lock, Closet Rod, Coat Hooks, Slotted Vents in Cabinet Doors.
- n. Locker 1.1 ADA includes Plastic Laminate Open Tall Cabinets, Stainless Steel C Channel, Upgraded Pulls, Stainless Steel Trim, Lock, Closet Rod, Coat Hooks, Slotted Vents in Cabinet Doors.
- o. Locker 2 includes Plastic Laminate Open Tall Cabinets, Stainless Steel C Channel, Upgraded Pulls, Steel Trim, Lock, Closet Rod, Coat Hooks, Slotted Vents in Cabinet Doors.
- p. Locker 2 Wide includes Plastic Laminate Open Tall Cabinets, Stainless Steel C Channel, Upgraded Pulls, Stainless Steel Trim, Lock, Closet Rod, Coat Hooks, Slotted Vents in Cabinet Doors.
- q. Locker 3 includes Plastic Laminate Open Tall Cabinets, Stainless Steel C Channel, Upgraded Pulls, Stainless Steel Trim, Lock, Closet Rod, Coat Hooks, Slotted Vents in Cabinet Doors.
- r. Locker 3 Narrow includes Plastic Laminate Open Tall Cabinets, Stainless Steel C Channel, Upgraded Pulls, Stainless Steel Trim, Lock, Closet Rod, Coat Hooks, Slotted Vents in Cabinet Doors.
- s. Locker 3 Wide includes Plastic Laminate Open Tall Cabinets, Stainless Steel C Channel, Upgraded Pulls, Stainless Steel Trim, Lock, Closet Rod, Coat Hooks, Slotted Vents in Cabinet Doors.

24. This Change Order includes the following qualifications and assumptions for the casework/millwork:
 - a. Room 01.03.07 JC Sports Lab did not have finishes called out. PL-1 Cabinets & CT-1 Countertop has been included for this area.
 - b. Room 02.08.07 JO IT Workspace did not have finishes called out. PL-1 Cabinets & CT-1 Countertop has been included for this area.
 - c. Laminate Finishes are Wilsonart Designer White (vertical) with premium finish, Wilsonart Silver Alchemy (horizontal)
 - d. Edgebanding is 1mm PVC standard color and thickness as determined by Charter Industries. Color matched PVC edgebanding is included.
 - e. Solid Surface is Wilsonart Silversmoke 9266SS, matte finish with pencil edge.
 - f. Stone is Wilsonart Quartz Coastal Q4036 with factory polished finish and pencil edge.
 - g. Veneer/Wood Species is Oak
 - h. Veneer/Wood Cut is Plain Sliced
25. Specification Section 123616 Metal counter tops are included as a \$15,000.00 Allowance in the millwork package as they are not adequately defined in the Contract Documents.
26. Bat and Helmet racks are excluded and to be Owner provided and installed.
27. 01.03.07 JC Sport Lab and 02.08.07 JO IT Workspace didn't specify finishes, PL1 Cabinets and CT1 tops have been assumed.
28. Lockers are based on Adams Group drawings dated 8/13/2019 relating to the Phantom Charcoal 8214K-28 Wood Grained Laminate and the Stainless Steel "C" Channel. 1mm PVC standard color and thickness edge banding is included. Color matched PVC edge banding is excluded.

PDC Division 07 – Moisture Protection

29. This Change Order excludes caulking & sealants at the site concrete.

Division 08 - Openings

30. Overhead Sliding Doors 01.03.08C, 01.03.08D, 01.08.03E and 01.03.08F are called out to be 20'-0" wide by 9'-4" high. Per hurricane code, this width cannot exceed 18'-2". This Change order includes the cost to supply and install these doors in an 18'-2" opening.
31. This Change Order includes deleting Overhead Coiling Doors M.01.MB.01B & M.01.MB.01E at the Existing Maintenance Building.

Division 09 - Finishes

32. This Change Order includes paint and wall coverings pricing through CCD#5.
33. Exposed MEPF systems are assumed to be painted the same color as the exposed ceiling. If the exposed ceiling in and area is not to be painted, no cost has been included to paint the MEPF systems in that area.
34. Any graphics, logos and/or murals are not included.
35. This Change Order includes to paint the columns where the masonry column wraps were eliminated at Pre-engineered MLB Batting Tunnel, MiLB Batting Tunnel, & Indoor Agility Field Metal Buildings. Columns will be painted up to the height of the metal siding not to the deck.

36. This Change Order excludes any high-performance coating paint at structural/miscellaneous steel that is scheduled to be galvanized.
37. An allowance of \$4,360.00 is included to install the pool coating specified in CCD #5.
38. This Change Order includes sports flooring pricing through CCD#5.
 - a. This Change Order does not include any attic stock for the AF1, AF2, AF3, or AF 4 sports flooring.
 - b. This Change Order includes providing plain green AF4 Flooring at the 2nd Floor Pitching Lab.
 - c. This Change Order includes providing AF2 Flooring at the Plyometric Stairs.
 - d. This Change Order excludes any ODP procurement of any sports flooring from PLAE.
39. This Change Order includes Resinous Flooring priced with all changes thru CCD#5.
 - a. This Change Order/GMP includes to provide Liquid Elements Duo by Stonhard for the areas referenced on the Finish Schedule as EXP1 or RF1 (The Finish Schedule indicates EXP1 flooring for room 01.09.01 JC Foyer but the Finish Legend for RF1 Flooring indicates Resinous flooring. EXP1 floor type is not indicated in the Finish Legend.)
 - b. This Change Order/GMP includes to provide Ston Tec TRF by Stonhard for the areas referenced on the Finish Schedule as QF1 and not the MMA product referenced in the Finish Legend. (The Finish Legend identifies QF1 floor type to be a MMA product and references specification section 096726. This specification section was not issued.)
 - c. This Change Order/GMP does not include any waterproofing at the Resinous or Quartz flooring.
40. This Change Order/GMP does not include any Rubber Flooring at any of the Dugouts.
41. This Change Order excludes any flooring at any of the stairs except for the Plyometric stairs as referenced above.
42. This Change Order includes an Allowance in the amount of \$159,000.00 for flooring moisture mitigation.
43. This Change Order includes an Allowance in the amount of \$100,000 for the tile flooring at the Pool and Hydrotherapy Room.
44. This Change Order includes an Allowance in the amount of \$492,145.00 for Paint & Wall Coverings. This Allowance includes a sub allowance in the amount of \$4,360.00 for Pool Coatings in accordance with Specification Section 099610.00.
45. Specification Section 098433 Sound Absorbing Wall Units are excluded from this Change Order.
46. This Change Order includes an Allowance in the amount of \$35,700.00 to add to paint the columns where the masonry Column Wraps were eliminated at the PreEngineered MLB Batting Tunnel, MiLB Batting Tunnel, & Indoor Agility Field Metal Buildings. Paint column up to the height of the metal siding not to the deck.

Division 10 - Specialties

47. This Change Order includes specialties, operable partitions, & signage pricing through CCD#5.
48. Due to weight, the operable partition system will be 'paired panels' in lieu of 'continuously hinged'.
49. Specification Section 102239 Folding Panel Partitions are included as Model: Kwik-Wall 2030 (hinged pair), STC: 51S, Panel Thickness: 4" Standard. Specified NRC requirements are not possible with the specified product and are excluded from this Change Order.

50. Specified seismic requirements are not applicable and excluded from this Change order.
51. Prior to the submission of shop drawings, a marker board strip may be added at the Client's request at a cost of \$280/panel (double sided).
52. Sign quantities are per the Signage Design Manual dated 3/29/19.
53. Specification Section 104314 Automatic External Defibrillators is excluded from this Change Order. AED's are to be owner provided.
54. All Metal Lockers at the Maintenance Building are excluded from this Change Order.
55. Toilet accessories TA02, TA20, TA22, TA50 and TA52 are to be owner provided, contractor installed.
56. Toilet Accessory TA07 is not included as it is not shown on the Contract Documents.
57. Five Baby Changing Stations (TA60) are included in lieu of the specified one per restroom.
58. Specification Section 105613 Metal Storage Shelving is excluded from this Change Order.
59. All fire extinguishers are to be JL industries, Class ABC rated, with associated fire extinguisher cabinets in lieu of the specified Orbit fire extinguishers.
60. Phenolic Core Toilet Compartments manufactured by Partition Systems of South Carolina, model Columbia Partitions, are included in this bid in lieu of North Star Surfaces. Our proposal includes PSiSC Columbia standard color options. The architect does have the option of selecting a color or pattern from Wilson Art or Formica's full range of compact laminate colors, but Columbia would consider this to be a custom color that could be subjected to an upcharge. Hardware includes the 14 gauge stainless steel hinges, cast stainless steel door hardware, continuous stainless steel or aluminum brackets, aluminum headrail, and stainless steel pilaster shoes.
61. This Change Order includes an Allowances in the amount of \$207,000.00 for Specification Section 105113 Metal Lockers & Benches.
62. This Change Order includes an Allowances in the amount of \$179,000.00 for Specification Section 112173 Commercial Laundry Equipment.
63. This Change Order includes an Allowances in the amount of \$65,000.00 for Specification Section 133423.16 Fabricated Control Booth.
64. The Specialties Allowance includes the following clarifications.
 - a. Included in this Change Order are Penco Patriot Series Lockers in lieu of specified Stadium Series lockers to meet the specified dimensions of the locker. Patriot Series lockers include a fully welded body and galvanized finish.
 - b. The specified model and performance requirements of the commercial laundry equipment are in conflict. This change order includes the cost to procure and install Washer-Extractor model Pellerin Milnor Rigid Mount 30022 VRJ with a 60lb capacity.

Division 11 - Equipment

65. Specification Section 118226 Facility Waste Compactors is excluded from this Change order
66. An allowance in the amount of \$25,000.00 is included in this Change Order for the stainless-steel pass thru windows indicated on sheet FS4-1-01.
67. This Change Order includes to provide two each sixty-four ft long two tier polyboard Dugout benches at MiLB Field 4, two each sixty-four ft long two tier polyboard Dugout benches at MLB Field 1, two each sixty-four ft long two tier polyboard Dugout benches at MLB Field 2, three each

four ft long single tier polyboard benches at MLB Field 1 Scouting/Coach's Shade Structure, one each 22ft 6in long polyboard countertop at MLB Field 1 Scouting/Coach's Shade Structure, three each four ft long single tier polyboard benches at MLB Field 2 Scouting/Coach's Shade Structure, one each 22ft 6in long polyboard countertop at MLB Field 2 Scouting/Coach's Shade Structure, three each four ft long single tier polyboard benches at MiLB Field 4 Scouting/Coach's Shade Structure, and one each 22ft 6in long polyboard countertop at MiLB Field 4 Scouting/Coach's Shade Structure. No benches or countertops have been included at MLB half field, MiLB Field 5, MiLB Field 1, or MiLB Field 2.

68. This Change Order excludes all required backflow for Owner furnished equipment unless previously indicated on the contract documents

Division 12 – Furnishings

69. All window treatments denoted as “WWS” are included in this bid as “RWS”.
70. Any window treatment mockups are assumed to be working in place installations for review prior to continuing installation.
71. This Change Order includes window treatment pricing through CCD#5.
72. All premium seating is excluded from this bid package as none is shown on the construction documents.
73. This Change Order/GMP includes (5) sets of portable bleachers. Two at MLB #1, Two at MLB #2, and One at MiLB 4. Ref pre-bid RFI 43.
74. Specification Section 126100 Fixed Audience Seating is excluded from this Change Order/GMP.
75. A \$15,000 Allowance is included for Specification Section 123616 Metal Countertops. This allowance is carried under the Millwork package.

Division 13 – Special Construction

76. This Change Order is based on the sports netting quantities referenced in the documents. Field measurements have not been accomplished at this time.
77. Tensioned fabric shade structures shown at the MLB & MiLB Gang Mounds are excluded.
78. Two tensioned fabric shade structures at the dining area are assumed to require four footings each, measuring 4' x 4' x 4' for a total of eight footings as per USA Shade's drawing number CON-APR-036-19 provided by Populous. Design of these foundations are excluded from this Change Order. Fabric Shade manufacture will provide the necessary loads for the EOR to design the foundations.
79. Metal canopies over bleachers are assumed to require four footings each, measuring 4' x 4' x 4' for a total of twenty footings. Design of these foundations are excluded from this Change Order. Canopy manufacture will provide the necessary loads for the EOR to design the foundations.

Division 32 – Exterior Improvements

80. This Change Order includes engineering for all new Batters Eyes and ML Fields 1 & 2. All other areas are being installed per specifications 323113 less engineering cost.
81. This Change Order includes to provide the Chain Link Fence in accordance with the Conformed documents dated 04/29/19 including the changes through CCD #4 with the following modifications as reviewed at the jobsite meeting on 07/24/19.
- a. MiLB Field 2 - Delete the Chain Link Fence at the Left Field Bullpen
 - b. MiLB Field 4 – Delete the Chain Link Fence at the 1st baseline Dugout extension

- c. MiLB Field 5 – Delete the Chain Link Fence at the 3rd baseline Dugout extension
 - d. MiLB Field 5 – Delete the Chain Link Fence at the Right Field Bullpen
 - e. MLB Field 1 (Full Field) – Modify the 8ft high of 88 lnft of Chain Link Fence along the 3rd baseline outfield to 4 ft high.
 - f. MLB Field 1 (Half Field) – Modify the 8ft high of Chain Link Fence along the 3rd baseline outfield to 4 ft high (from the gate to the outfield).
 - g. MLB Field 2 – Modify the 40 ft high of 50 lnft of Chain Link Fence along the 1st baseline to 8 ft high.
 - h. Provide vinyl coated chain link fence material down the foul lines of MLB Field s 1 & 2.
82. Fencing is based on the quantities as indicated on the documents. Field measurements have not been performed to verify the quantities referenced in the documents.
83. This Change Order does not include to install irrigation sleeves under the grass overflow parking.
84. This Change Order includes the landscaping quantities as referenced on the contract documents. There are areas that do not specify any quantities and/or species, reference L3.03 back of 3rd base line Dug Out for example, that are not included in this Change Order.
85. Irrigation documents require further clarification. Future Change Orders may be requested once a trade contractor is on board and the documents have been reviewed.
86. This Change Order excludes any backflow preventer device, as not is identified on the documents.
87. This Change Order includes an Allowance in the amount of \$616,596.00 for the balance of the site concrete.
88. This Change Order includes an Allowance in the amount of \$879,527 for the Landscaping & Irrigation. This allowance includes a sub allowance in the amount of \$6,500.00 for a new irrigation controller and rain sensor.
89. This Change Order includes an Allowance in the amount of \$706,162.00 for Asphalt Paving & Grading.
90. This Change Order includes an allowance in the amount of \$883,734 for the synthetic turf at the MiLB & MLB Batting Tunnels, Indoor Agility Field, MLB & MiLB Bull Pens.

