

EXHIBIT M

**GMP AMENDMENT TO AGREEMENT BETWEEN OWNER AND
CONSTRUCTION CONTRACTOR**

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN OWNER AND
CONSTRUCTION CONTRACTOR FOR Toney Elementary School HVAC Renovation and Replacement
AGREEMENT NO. 24-752-011**

Pursuant to Sections 4.B and 7.A of the Construction Management Agreement (“Agreement”), dated March 4, 2024, between The School Board of DeKalb County, Georgia (“Owner”) and Ajax Building Company LLC (“Construction Contractor”), with respect to the construction of Owner’s Toney Elementary School HVAC Renovation and Replacement (“Project”), Owner and Construction Contractor hereby agree to amend and modify the Agreement by this Amendment No. 1 and establish a Guaranteed Maximum Price and Contract Time for all the Work as set forth below. All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement, unless otherwise noted.

ARTICLE 1

SCOPE OF WORK

The scope of the Work consists of the construction of a Toney Elementary School HVAC Renovation and Replacement, in accordance with the Agreement, this Amendment and the other Contract Documents listed as Attachments 1 through 7 below, which are hereby incorporated into and made a part of the Amendment by this reference:

<u>Attachment No.</u>	<u>Description</u>	<u>Pages</u>	<u>Date</u>
1.	List of Drawings, Specifications and Addendums	<u>6</u> through <u>11</u>	<u>10.16.24</u>
2.	Allowances	<u>12</u> through <u>12</u>	<u>10.16.24</u>
3.	Assumptions and Clarifications	<u>13</u> through <u>17</u>	<u>10.16.24</u>
4.	Completion Schedule	<u>18</u> through <u>21</u>	<u>10.01.24</u>
5.	Schedule of Values	<u>22</u> through <u>23</u>	<u>10.16.24</u>
6.	List of Itemized General Conditions	<u>24</u> through <u>26</u>	<u>10.16.24</u>
7.	List of Subcontractors and Major Suppliers	<u>27</u> through <u>27</u>	<u>10.16.24</u>
8.	Alternates	<u>N/A</u> through <u>N/A</u>	<u>N/A</u>

ARTICLE 2

GUARANTEED MAXIMUM PRICE

2.1 Construction Contractor's Guaranteed Maximum Price ("GMP") for the Work, including the estimated Cost of the Work as defined in Section 5 of the Agreement and the Construction Management Fee as defined in Section 4 of the Agreement, is Seven million three hundred thirty five Thousand eight hundred seventy four (\$ 7,335,874).

2.2 The Construction Management Fee for the entire Work anticipated on this Project is hereby established as a lump sum amount of Three hundred fifty-five thousand three hundred sixty five (\$ 355,365), said lump sum amount is included within the above noted GMP.

2.3 The general condition expenses for the entire Work anticipated on this Project are hereby established as a lump sum amount of four hundred sixty five thousand five hundred eighty six (\$ 465,586), said lump sum amount is included within the above noted GMP ("General Conditions Expenses"). The items included as General Condition Expenses are listed in the List of Itemized General Conditions attached hereto and incorporated herein as Attachment No. 6. Except as said lump sum amount for General Condition Expenses may be expressly adjusted by Change Order or Construction Change Directive, Construction Contractor acknowledges and agrees that Owner shall have no liability for any General Condition expenses beyond payment of the above noted lump sum amount and Construction Contractor agrees that it shall not be entitled to receive any additional compensation from Owner for the General Conditions beyond the above lump sum amount. There shall be no additional General Conditions Expenses payable to Construction Contractor on the first Five Hundred Thousand and No/100 Dollars (\$500,000.00) of Change Order or Construction Change Directive Work (i.e. the lump sum amount specified in this Subsection includes consideration for up to \$500,000.00 of Change Order and/or Construction Change Directive Work). Further, there shall be no mark-up for a subcontractor's General Conditions expenses on the first One Hundred Thousand and No/100 Dollars (\$100,000.00) of Change Order and Construction Change Directive Work to be performed by such subcontractor.

2.4 Monthly installment payment of the Construction Management Fee and the General Condition Expenses shall be based upon the percent completion of the designated portion of the Work for each particular month.

2.5 In order to efficiently and timely address any unknown or unanticipated conditions that are within the scope of the Work and are otherwise reimbursable without duplication as a Cost of the Work, but excluding all items that are to be reimbursed under the lump sum General Condition expense amount noted in Subsection 2.4 above, the parties have agreed to establish a contingency within the GMP in an amount not-to-exceed amount of Zero and 0/100 Dollars (\$ 0) ("Owner's Contingency"). Owner's Contingency funds shall be used to cover costs that may result from incomplete design and unanticipated costs that arise during construction that are not identified by the construction documents. Construction

Contractor shall not proceed with any portion of the Work which it intends to charge against the Owner's Contingency without first obtaining Owner's express written authorization to proceed. Construction Contractor acknowledges and agrees that any portion of the Work which is to be charged against the Owner's Contingency that does not receive such prior written approval from Owner shall be deemed to be part of Construction Contractor's Work compensated within the GMP and not chargeable against Owner's Contingency. Owner reserves the right, at its sole discretion, to withhold its consent on Owner's Contingency expenditures. Further, the work that is the subject of any Owner's Contingency expenditures shall be deemed part of the Work. The GMP shall be reduced by unused Owner's Contingency remaining at the completion of the Work. Construction Contractor has no entitlement to any portion of any unused Owner's Contingency.

2.6 In order to efficiently and timely address any unknown or unanticipated conditions that are within the scope of the Work and are otherwise reimbursable without duplication as a Cost of the Work, but excluding all items that are to be reimbursed under the lump sum General Condition expense amount noted in Subsection 2.4 above, the parties have agreed to establish a contingency within the GMP in an amount not-to-exceed Five hundred twenty three thousand six hundred ninety-five and 100 Dollars (\$523,695) ("**Contractor's Contingency**"). Construction Contractor shall not proceed with any portion of the Work which it intends to charge against the Contractor's Contingency without first obtaining Owner's express written authorization to proceed. Construction Contractor acknowledges and agrees that any portion of Work which is to be charged against the Contractor's Contingency that does not receive such prior written approval from Owner shall be deemed to be part of Construction Contractor's Work compensated within the GMP and not chargeable against Contractor's Contingency. Owner reserves the right, at its sole discretion, to withhold its consent on Contractor's Contingency expenditures. Further, the work that is the subject of any Owner's Contingency expenditures shall be deemed part of the Work. The GMP shall be reduced by unused Contractor's Contingency remaining at the completion of the Work. Construction Contractor has no entitlement to any portion of any unused Contractor's Contingency. Construction Contractor shall be entitled to an increase in the Construction Management Fee in the amount of 4.75% of the Cost of the Work charged against the Contractor's Contingency.

2.7 The parties have agreed to establish an allowance within the GMP for Attachment 2 in the amount of four hundred twenty two thousand five hundred forty four thousand and 100 Dollars (\$ 422,544). Construction Contractor shall not proceed with any portion of the Work associated with the aforesaid allowance ("**Allowance Work**") without first obtaining Owner's express written authorization to proceed with said Allowance Work. Allowance Amounts are reflected in Attachments 2 through. Unless otherwise provided in the Contract Documents: (a) allowances amounts shall cover the cost to Construction Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts; (b) Construction Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the GMP but not in the allowances, unless otherwise stated in the allowance; and (c) whenever costs are more than or less than allowances, the GMP shall be adjusted accordingly by Change Order.

ARTICLE 3

CONTRACT TIME

3.1 The Construction Phase Commencement Date for the Work is 12/23/24. The total period of time beginning with the Construction Phase Commencement Date through the date required for Substantial Completion of the Work is 214 (_____) days ("**Contract Time**"). THE SUBSTANTIAL COMPLETION DATE IS THEREFORE ESTABLISHED AS 07/25/25.

3.2 Pursuant to the Agreement, the parties have established liquidated damage rates for reasons stated therein, which the parties acknowledge and agree apply to this Amendment and Construction Contractor's responsibility to substantially complete the Work within the Contract Time as stated herein and finally complete the Work within the time prescribed in the Contract. Accordingly, the liquidated damage rates established in the Agreement shall be assessed against Construction Contractor for each calendar day Construction Contractor fails to achieve Substantial Completion of the Work within the Contract Time or final completion of the Work within the time prescribed in the Contract.

ARTICLE 4

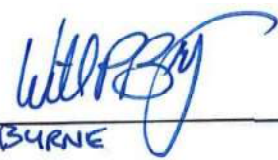
MISCELLANEOUS

4.1 Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. All terms not specifically defined herein shall have the meaning ascribed to them in the Agreement. In the event of a conflict between the terms of this Amendment and those of the Agreement, Owner and Construction Contractor agree that the terms of this Amendment shall prevail and control. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

Owner

Construction Contractor

By: _____

By: WILLIAM P. BURNE 

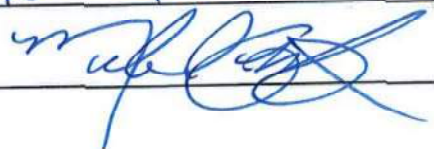
Its: _____

Its: CEO

Date: _____

Date: 10-21-24

Attest: _____

Attest: 



Attachment 1
 AJAX BUILDING COMPANY, LLC PROJECT NO. 50000278
TONY ELEMENTARY SCHOOL MODERNIZATION
GMP PROPOSAL

October 16, 2024

CONTRACT DRAWINGS
 Permit Set dated 11/13/23

Sheet	Description	Date	Revised	Revised	Revised
	Cover and Index Sheets				
G-001	COVER SHEET	11/13/2023	5/24/2024	6/14/2024	
	Structural				
s0	DRAWN BY: REVISIONS	11/13/2023			
s1	FOR REFERENCE ONLY	11/13/2023			
S-001	GENERAL NOTES	11/13/2023	5/24/2024		
S-002	SPECIAL INSPECTIONS	11/13/2023	5/24/2024		
S-003	SPECIAL INSPECTION	11/13/2023	5/24/2024		
S-101	ROOF FRAMING PLAN	11/13/2023	5/24/2024		
S-102	ROOF FRAMING PLAN	11/13/2023	5/24/2024		
S-501	FRAMING DETAILS	11/13/2023	5/24/2024		
S-502	FRAMING DETAILS	11/13/2023	5/24/2024		
	Architectural				
A-101	ENLARGED VESTIBULE PLAN	5/24/2024			
A-131	REFLECTED CEILING PLAN	11/13/2023	5/24/2024	6/14/2024	
A-151	ROOF PLAN & DETAILS	11/13/2023	11/13/2023		
A-601	DOOR AND WINDOW DETAILS	5/24/2024			
AD101	VESTIBULE DEMOLITION PLAN AND ELEVATIONS	5/24/2024			
AD102	ROOF DEMOLITION PLAN	11/13/2023	5/24/2024	6/14/2024	
AD131	REFLECTED CEILING PLAN -DEMO	11/13/2023	5/24/24	6/14/24	
AS101	ARCHITECTURAL SITE PLAN	11/13/2023	5/24/24		
	Mechanical				
2	DRAWN BY: REVISIONS	5/24/2024			
1500	DRAWN BY: REVISIONS	11/13/2023			
KH104	DRAWN BY: REVISIONS	5/24/2024			





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<u>Sheet</u>	<u>Description</u>	<u>Date</u>	<u>Revised</u>	<u>Revised</u>	<u>Revised</u>
KH107	DRAWN BY: REVISIONS	5/24/2024			
KH108	DRAWN BY: REVISIONS	5/24/2024			
M-001	MECHANICAL LEGEND, ABBREVIATIONS, AND CALCULATIONS	11/13/2023	5/24/2024		
M-101	MECHANICAL OVERALL PLAN	11/13/2023	5/24/2024		
M-102	MECHANICAL PLAN - BUILDING 2011	11/13/2023	5/24/2024	6/14/2024	
M-103	MECHANICAL PLAN - BUILDING 2010 PART 1	11/13/2023	5/24/2024	6/14/2024	
M-104	MECHANICAL PLAN - BUILDING 2010 PART 2 AND BUILDING 2012	11/13/2023	5/24/2024	6/14/2024	
M-111	MECHANICAL LOOP WATER PIPING PLAN	11/13/2023	5/24/2024		
M-112	MECHANICAL CONDENSATE PIPING PLAN	11/13/2023	5/24/2024		
M-121	MECHANICAL REFLECTED CEILING PLAN - CONTROLS	11/13/2023	5/24/2024		
M-131	MECHANICAL ROOF PLAN	11/13/2023	5/24/2024	6/14/2024	
M-401	MECHANICAL ENLARGED VIEWS	11/13/2023	5/24/2024		
M-501	MECHANICAL DETAILS	11/13/2023	5/24/2024	6/14/2024	
M-502	MECHANICAL DETAILS	11/13/2023	5/24/2024	6/14/2024	
M-601	MECHANICAL SCHEDULES	11/13/2023	5/24/2024		
M-701	SEQUENCES AND CONTROLS	11/13/2023	5/24/2024		
MD101	MECHANICAL DEMOLITION PLAN	11/13/2023	5/24/2024	6/14/2024	
MD102	MECHANICAL PIPING DEMOLITION PLAN	11/13/2023	5/24/2024		
KH103	DRAWN BY: REVISIONS	5/24/2024			
KH106	DRAWN BY: REVISIONS	5/24/2024			
	Electrical				
E-001	ELECTRICAL LEGEND AND NOTES	11/13/2023	5/24/2024		
E-101	NEW LIGHTING PLAN	11/13/2023	5/24/2024	6/14/2024	
E-102	NEW POWER PLAN	11/13/2023	5/24/2024		
E-501	ELECTRICAL RISER	11/13/2023	5/24/2024		





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<u>Sheet</u>	<u>Description</u>	<u>Date</u>	<u>Revised</u>	<u>Revised</u>	<u>Revised</u>
ED101	OVERALL LIGHTING DEMOLITION	11/13/2023	5/24/2024	6/14/2024	
ED102	OVERALL POWER DEMOLITION	11/13/2023	5/24/2024		
	(END OF CONTRACT DRAWINGS)				



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PROJECT SPECIFICATIONS
 Permit Set dated 11/13/23

<u>Section</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
	Table of Contents			
000110	Table of Contents	3	11/13/2023	
	Division 01 – General Requirements			
012500	A. - Substitution Procedures	2	11/13/2023	
013000	B. - Administrative Requirements	6	11/13/2023	
013330	C. - Structural Submittals	4	11/13/2023	
014000	D. - Quality Requirements	2	11/13/2023	
014216	E. - Definitions	1	11/13/2023	
014525	F. - Structural Testing	2	11/13/2023	
015000	G. - Temporary Facilities and Controls	2	11/13/2023	
015719	H. - Temporary Environmental Controls	1	11/13/2023	
016000	I. - Product Requirements	3	11/13/2023	
016116	J. - Volatile Organic Compound (VOC) Content Restrictions	2	11/13/2023	
017000	K. - Execution and Closeout Requirements	4	11/13/2023	
017419	L. - Construction Waste Management and Disposal	2	11/13/2023	
017800	M. - Closeout Submittals	3	11/13/2023	
017900	N. - Demonstration and Training	2	11/13/2023	
	Division 02 – Existing Conditions			
024100	A. - Demolition	1	11/13/2023	
	Division 05 – Metals			
051000	A. - Structural Steel	8	11/13/2023	
	Division 06 – Wood, Plastics and Composites			
061053	A. - Miscellaneous Rough Carpentry	1	11/13/2023	



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<u>Section</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
	Division 07 – Thermal and Moisture Protection			
070150	Maintenance of Membrane Roofing	1	11/13/2023	
075216	B. - Styrene-Butadiene-Styrene Modified Bituminous Membrane Roofing- MB Technology	3	11/13/2023	
	Division 08 – Openings			
083100	A. -Access Doors and Panels	1	11/13/2023	
	Division 09 – Finishes			
092116	A. - Gypsum Board Assemblies	2	11/13/2023	
092216	B. - Non-Structural Metal Framing	1	11/13/2023	
095100	C. - Acoustical Ceilings	3	11/13/2023	
099000	D. - Painting and Coating- K- Education Facility Guide Specification- Sherwin-Williams	2	11/13/2023	
	Division 23 – HVAC			
230500	A. -Common Work Results for Mechanical	8	11/13/2023	
230519	B. -Meters and Gauges for HVAC Piping	3	11/13/2023	
230523	C. - General-Duty Valves for HVAC Piping	4	11/13/2023	
230529	D. - Hangers and Supports for HVAC Piping and Equipment	6	11/13/2023	
230548	Vibration and Seismic Controls for HVAC	6	11/13/2023	
230553	E. - Identification for HVAC Piping and Equipment	4	11/13/2023	
230593	F. - Testing, Adjusting, and Balancing for HVAC	7	11/13/2023	
230713	G. - Duct Insulation	6	11/13/2023	
230719	H. - HVAC Piping Insulation- Hydronic	3	11/13/2023	
230913	I. - Instrumentation and Control Devices for HVAC	13	11/13/2023	
231123	J. - Facility Natural-Gas Piping	6	11/13/2023	
232113	K. - Hydronic Piping	4	11/13/2023	
232114	L. - Hydronic Specialties	4	11/13/2023	
232123	M. - Hydronic Pumps	2	11/13/2023	



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<u>Section</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
232300	N. - Refrigerant Piping	7	11/13/2023	
233100	O. -HVAC Ducts and Casings	4	11/13/2023	
233300	P. - Air Duct Accessories	5	11/13/2023	
233416	Q. - Centrifugal HVAC Fans	2	11/13/2023	
233700	R. -Air Outlets and Inlets	4	11/13/2023	
233813	S. - Commercial-Kitchen Hoods	4	11/13/2023	
235700	T. -Heat Exchangers for HVAC	1	11/13/2023	
237223	U. - Packaged Air-to-Air Energy Recovery Units	5	11/13/2023	
237433	V. - Dedicated Outdoor Air Units	5	11/13/2023	
238113	W. - Packaged Terminal Air-Conditioners	2	11/13/2023	
238126	Split-System Air-Conditioners	3	11/13/2023	
238146	Y. - Water-Source Unitary Heat Pumps	3	11/13/2023	
	Division 26 – Electrical			
260500	Common Work Results for Electrical	6	11/13/2023	
260505	A. - Selective Demolition for Electrical	2	11/13/2023	
260519	B. - Low-Voltage Electrical Power Conductors and Cables	4	11/13/2023	
260526	C. - Grounding and Bonding for Electrical Systems	3	11/13/2023	
260529	D. - Hangers and Supports for Electrical Systems	2	11/13/2023	
260533	Raceway and Boxes for Electrical Systems	6	11/13/2023	
260553	G. - Identification for Electrical Systems	3	11/13/2023	
260583	H. - Wiring Connections	1	11/13/2023	
262726	I. - Wiring Devices	3	11/13/2023	
262813	J. -Fuses	1	11/13/2023	
262816	Enclosed Switches and Circuit Breakers	2	11/13/2023	
265100	L. - Interior Lighting	2	11/13/2023	
	(END OF PROJECT SPECIFICATIONS)			



Attachment 2
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ALLOWANCE SCHEDULE

The following allowances are included in the GMP Proposal where a clear scope has not been defined by the GMP Documents or where the items require further research. These allowances are for the cost of work only and do not include costs for insurance, bonds, contingency, fee, etc.

It is understood that the Construction Manager's Contract will require adjustments by change order (either additive or deductive) for reconciling the difference between each of the below listed allowances and the actual costs and/or savings realized for each allowance.

<u>Item No.</u>	<u>Description</u>	<u>Allowance Amount</u>
	Division 01 – General Requirements	
	Furniture Moving	\$125,000.00
	Lab Testing	\$5,000.00
	Escalation Allowance	\$25,000.00
	Division 02 – Existing Conditions	
	Saw Cut/ Xray Concrete Deck	\$50,000.00
	Abatement Removal	\$150,000.00
	Division 04 – Masonry	
	Masonry Patching Repair	\$20,044
	Division 07 – Thermal and Moisture Protection	
	Fire safing and caulking	\$15,000.00
	Division 09 – Finishes	
	Flooring Patch	\$7,500.00
	Division 26 - Electrical	
	Data Cabling Organization Allowance	\$25,000

END OF ALLOWANCE SCHEDULE



CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS

Basis of the GMP Proposal

- This GMP Proposal has been prepared based on the following documents:
 - The Contract Drawings entitled "Permit Set" dated November 13, 2023 as prepared by Croft & Associates. Refer to Document List included in Section II of this proposal.
 - The Project Specifications entitled "Permit Set" dated November 13, 2023 as prepared by Croft & Associates. Refer to Document List included in Section II of this proposal.
 - Addendum No. 1 prepared By Croft and Associates and their consultants, dated May 24, 2024, to the extent that the addendum was made available and issued to bidders by Ajax Building Company, LLC as part of a bid package addenda prior to their bid date.
 - Addendum No. 2 prepared By Croft and Associates and their consultants, dated June 14, 2024, to the extent that the addendum was made available and issued to bidders by Ajax Building Company, LLC as part of a bid package addenda prior to their bid date.
 - Pre-Bid Requests for Information (Pre-Bid RFI's) No. 01 - 03 to the extent that the information was made available and issued to bidders by Ajax Building Company, LLC as part of a bid package addendum prior to their bid date, with answers and/or clarifications provided by the Owner, the Architect and their consultants, or the Construction Manager.
 - The Construction Manager's GMP Cost Report dated October 16, 2024.
 - The Construction Manager's Project Schedule dated October 1, 2024.
 - The Bid Packages and Bid Package Addenda issued to bidders by the Construction Manager.
- It is understood that various allowances are included in this GMP Proposal as indicated in Section IV-D of this proposal. It is further understood that the Construction Manager's Contract will require adjustments by change order (either additive or deductive) for reconciling the difference between each allowance and the actual costs and/or savings realized on each allowance.
- These qualifications, clarifications and assumptions are intended to supplement the GMP Cost Report and the GMP Documents, and are intended to inform the Owner and the Design Team of the Construction Manager's interpretation of the scope items which are included or excluded, and which may not be clearly shown or defined by specification, plan, elevation, detail, section, schedule, or schematic.

Scope of the GMP Proposal

- The scope of this GMP Proposal consists of the following:
 - The Construction Manager's general conditions and general requirements for a period of eight (8) months.
 - Base Bid GMP – Includes the following scope of work:
 - This Project consist of modernizing the mechanical systems with an interior ceiling renovation at Toney Elementary School.

Division 01 – General Requirements

- Clarifications, qualifications, and assumptions related to Division 01:
 - This GMP Proposal includes the Construction Manager's general conditions and general requirements for a period of eight (8) months.
 - We have included the necessary jobsite supervision, layout, safety supplies, equipment, temporary jobsite office facility, postage, office equipment, project internet, and jobsite communications.
 - We have not included a jobsite office facility for the Owner, Architect, Engineer, or their representatives.
 - We have assumed the usage of the existing administration area for a jobsite office.
 - Aerial photographs have not been included.
 - Environmental permits are included.



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- Tap fees, connection charges, system charges, impact fees, meter fees, or other regulatory requirements/fees are not included as all utilities are existing.
- An allowance of \$5,000.00 is included for lab testing.
- Temporary utility services (water, sewer and electric) are included. It is assumed that all temporary utilities required for the project will be tied into permanent utilities and that these permanent utilities are readily accessible, of adequate size to handle any additional load as required by temporary utilities and that temporary on-site facilities can be located as necessary to prevent the need for any substantial overhead and/or underground temporary utilities.
- The consumption costs associated with temporary water, sewer and electric utilities will be paid for by the Owner through the date of Substantial Completion.
- It is assumed that any steam, chilled water and/or natural gas utilities consumed in the performance of the work will be provided by the Owner at no cost to the Construction Manager.
- Temporary jobsite fencing and gates are included as 6'-0" high chain link fencing.
- A site survey is not included.
- See Section IV subsection C for a more detailed breakdown of included General Requirements.
- A precondition survey of existing systems and building components has been included.
- The final project cleaning is included. We have included strip and waxing of existing VCT flooring. We have included two coats of wax.
- We have not included correction of any existing code related issues unless specifically called for in the Contract Documents.
- Jobsite cleanup, rubbish removal and rubbish disposal are included.
- An as-built survey is included for the final documentation of the location and elevation of the proposed new construction.
- Performance and Payment Bonds are included.
- Labor burden multiplier is included as a fixed rate of 49%. This multiplier is to account for all added expenses related to direct labor that are not included as part of OH&P.
- We exclude any local, state, or federal prevailing wage acts or laws that mandate worker classification, prevailing wage rates, or fringe benefits, including the Davis-Bacon Act and other similar acts or laws.
- We have included this project's portion of our Umbrella / General Liability Insurance Policy within the GMP. The charge for this coverage shall be \$81,547.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- Costs for procuring Builder's Risk Insurance are included.
 - The standard deductible for this policy is \$25,000.
 - The windstorm deductible for this policy is 3% Value at Risk at Time of Loss (VARTOL) / \$250,000 minimum.
 - The flood deductible for this policy is 5% VARTOL / \$250,000 minimum.
 - The earthquake deductible for this policy is \$25,000.
 - Should a Builder's Risk claim occur, any deductibles or uncovered costs will be treated as a change in scope to be funded via a change order to the Construction Manager's Contract.
 - Builder's Risk coverage is subject to the Project Limit of Liability as declared at policy inception. Sub-limits, accumulative and non-accumulative, will apply as further defined in the policy declarations.
 - "Loss of Use" coverage is not included in the policy. If a Builder's Risk claim occurs, Ajax Building Company, LLC excludes costs associated with "Loss of Use".
- The Builder's Risk and General Liability Policies do not cover existing construction or existing building components; therefore the Owner shall provide for a waiver of subrogation in Ajax Building Company, LLC's favor.
- We have included Warranty Management for the project within the GMP. The charge for this service to be provided during the warranty period shall be \$3,142.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.



AJAX BUILDING COMPANY, LLC PROJECT NO. 50000278
TONY ELEMENTARY SCHOOL MODERNIZATION
GMP PROPOSAL

October 16, 2024

- A Construction Manager's Contingency is included. This contingency is to be utilized by Ajax Building Company, LLC in executing the work described in this GMP Proposal. Acceptable uses of this contingency include, but are not limited to, the following:
 - Buy-out of work not included in previously awarded bid packages.
 - Repair of damages caused by an unknown source or contractor (not including Builder's Risk claims).
 - To improve and/or accelerate the progress of the work.
 - To improve the conditions of the work.
 - For modification of the work resulting from an unknown ambiguity (not an error or omission) in the contract documents.
 - To increase and/or supplement staff as necessary to effectively manage the project.
 - To adjust the reimbursable general conditions in excess of the budget.
- We have included an escalation allowance of \$25,000.
- Architectural and/or Engineering Fees are not included.
- The Construction Manager's Construction Phase Fee is included at the rate of 4.75% of the GMP which shall be converted to a lump sum upon acceptance of the GMP.
- This proposal does not include any provisions for enhanced hurricane protection (EHPA).
- Ajax Building Company, LLC may utilize a subcontractor default insurance program for some subcontractors as an alternative to Subcontractor Bonds. When utilized, the cost for the subcontractor default insurance coverage will be the same cost as the subcontractor's bond cost.
- Some subcontractors may require an initial deposit to begin submittals and or procure material. Ajax will bill this initial cost accordingly as required to Dekalb County Board of Education to cover this initial deposit.
- Some work of the GMP Proposal and the Project Schedule may include materials or products from China or other areas impacted by the Coronavirus, COVID-19 virus, or future concern. The GMP and Project Schedule do not account for and specifically exclude any disruptions, cost impacts or delays to the procurement or supply of such materials caused by the current Coronavirus or COVID-19 outbreak. Additionally, the GMP and Project Schedule do not account for and specifically exclude any impacts that may be caused to the performance of the work resulting from labor shortages, shutdowns, work restrictions, travel restrictions, production inefficiencies, governmental regulations/guidance, or other causes resulting from the current Coronavirus or COVID-19 outbreak. We have included allowances related to additional protective measures at the jobsite as follows:

Division 02 – Existing Conditions

- Clarifications, qualifications and assumptions related to Division 02:
 - Abatement and Remediation Work
 - We specifically exclude any asbestos, lead paint, PCB and any other hazardous material testing and related surveys.
 - We have included an allowance of \$150,000.00 for asbestos, lead paint, PCB and other hazardous material abatement and removal.
 - Demolition / Selective Demolition
 - Demolition work and selective demolition work, as required for the renovations is included in this proposal.
 - The salvage of any materials, equipment, furniture, etc. is specifically excluded. It is assumed that all salvage operations by the Owner will have already been completed prior to the mobilization of the Construction Manager.
 - We have included an allowance of \$50,000.00 for concrete roof deck scanning and cutting.
 - We have included a furniture moving allowance of \$125,000.00.
 - We have assumed boxes will be provided by Ajax for the teachers to pack the room supplies for their entire rooms for items that will not fit into existing fixed storage areas in each room.



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Additionally, all personal items and computers are assumed to be removed from each classroom prior to our mobilization.

- We have assumed DeKalb County Schools will be responsible for removal and reinstallation of the Centegix alert system coordinated with the Project Schedule.
- We have assumed the DeKalb County Schools IT department will shut down and protect the existing servers and computer equipment.

Division 04 – Masonry

- Clarifications, qualifications and assumptions related to Division 04:
 - Masonry Work
 - All cmu masonry is included as standard cmu. Fire rated, ground face, fluted, acoustical, colored or other special cmu are not included.
 - All masonry grout is included as standard weight, 3000 psi, regular grout, with no color, strength or other additives (7-9 inch slump).
 - We have included a CMU patching allowance of \$20,044.00.
 - General Masonry Items
 - Exposed masonry joints are included as concave joints both horizontally and vertically.

Division 07 – Thermal and Moisture Protection

- Clarifications, qualifications and assumptions related to Division 07:
 - Fire and Smoke Protection
 - We have included an allowance of \$15,000.00 for fire safing and caulking at penetrations and the head of walls.

Division 09 – Finishes

- Clarifications, qualifications and assumptions related to Division 09:
 - Gypsum Board, Plaster and Stucco Systems
 - Abuse resistant gypsum board is not included unless clearly identified on the Contract Drawings.
 - Mold/mildew resistant gypsum board is not included unless clearly identified on the Contract Drawings.
 - We exclude any upgrades to existing walls that have not been for in the Contract Documents.
 - Ceilings
 - All acoustical ceilings are included as standard painted exposed grid with standard 2'x2'x5/8" ceiling tiles. No special acoustical grid systems, tiles, tile colors, tile patterns, special tile edges, tegular, etc. have been included.
 - We have included stainless steel ceiling panels at the kitchen hood surround area.
 - Finished Flooring
 - We have included a floor patching allowance of \$7,500.00

Division 23 – HVAC

- Clarifications, qualifications and assumptions related to Division 23:
 - We have included HVAC work per Bid Package 23.01 – HVAC and all subsequent addendum.
 - HVAC Work
 - HVAC Instrumentation and Controls
 - We have included controls by CCI.

Division 26 – Electrical



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- Clarifications, qualifications and assumptions related to Division 26:
 - We have included Electrical work per Bid Package 26.01 – Electrical and all subsequent addenda.
 - Lighting Fixtures
 - We have included replacing of lighting fixtures on a one for one basis utilizing existing conduit and wire
 - We included a Data Cabling Organization Allowance of \$25,000

Division 27 – Communications

- Clarifications, qualifications and assumptions related to Division 27:
 - Distributed Antenna Systems (DAS)
 - We exclude all Distributed Antenna Systems (DAS), First Responders DAS Systems, and testing for same in their entirety.

Division 28 – Electronic Safety and Security

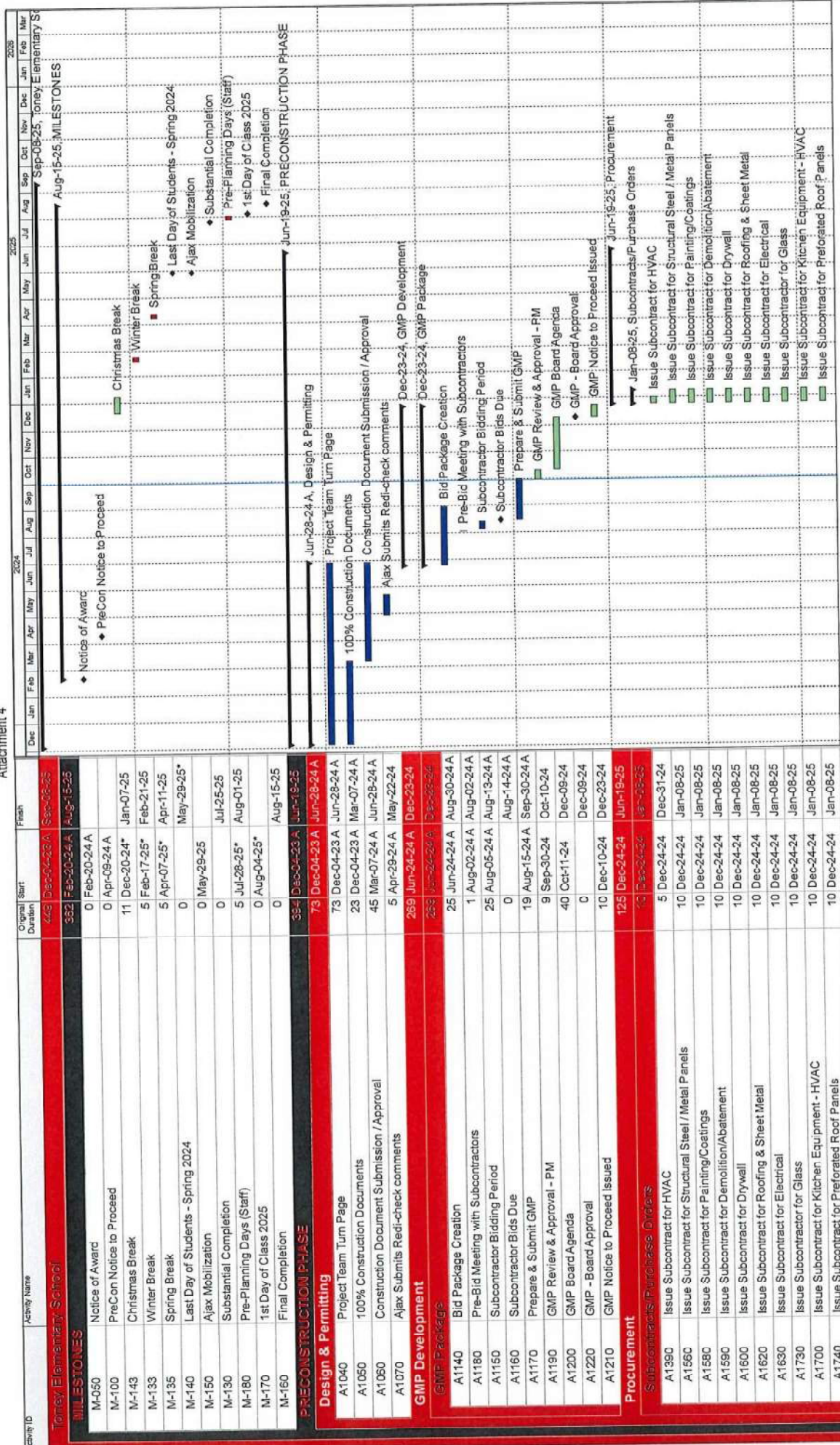
- Clarifications, qualifications and assumptions related to Division 28:
 - Fire Alarm Systems
 - We have included reusing existing fire alarm conduit and pathways.
 - We have included installing new fire alarm equipment utilizing plenum rated cable.
 - We have included reinstall of duct sensors.
 - We have included relocation of annunciator panel per contract documents. This is the extent of our fire alarm scope.

General Notes

- General clarifications, qualifications and assumptions related to the GMP Proposal:
 - In order to maintain the project schedule, the installation and/or finishing of drywall, doors, cabinets, casework, and other similar finishes/components may be required to commence prior to the HVAC system(s) being operational, conditioned air being achieved.
 - Electronic, CAD or BIM "As-Builts" are not included. Ajax Building Company, LLC will maintain "As-Built" drawings at the jobsite throughout the construction phase and provide copies to the Architect and Owner at Final Completion.
 - O&M training, manuals or video-training is not included for Owner furnished equipment or items provided by the Owner's vendors.
 - This GMP Proposal is based on the premise and understanding that Ajax Building Company, LLC will have full control to reallocate any funds and/or budgets within the GMP (excluding allowances) as determined necessary in the execution of the CM Contract.
 - Various unforeseen conditions and discrepancies may arise during the construction phase. It is assumed that the Design Team and Owner will assign a staff member(s) that will be readily available to respond and provide timely assistance in resolving all issues that may arise.

END OF CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS TO THE GMP PROPOSAL

Attachment 4



Start Date: Dec-04-23
 Finish Date: Sep-08-25
 Current Date: Oct-01-24
 Data Date: Sep-30-24

Page 1 of 4
 TASK filter: All Activities

Toney Elementary School

◆ Actual Work
◆ Remaining Work
◆ Critical Remaining Work
◆ Milestone
◆ Summary
◆ Page 18

Cost Management Recap



Sort Sequences:

1. Sec
2. Major Item Code
3. Not Used
4. Not Used

Estimate File: :Toney GMP_04.est - TONEY ELEMENTARY SCH

Estimator:
 Primary Project Qty:56400
 Secondary Project Qty: 0 FLF
 Estimate UM: Imperi

Report includes Taxes & Insurance.

4:18:50PM

10/16/2024

Description	Unit\$	Total \$
<u>NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!</u>		
Total Major Item Code 01300.000 GENERAL CONDITIONS		\$465,586
Total Major Item Code 01300.300 GENERAL REQUIREMENTS		\$420,294
Total Major Item Code 02000.000 MISCELLANEOUS ITEMS		\$152,295
Total Major Item Code 02100.000 REMEDIATION & DEMOLITION		\$362,771
Total Major Item Code 03000.000 CONCRETE WORK		
Total Major Item Code 04000.000 MASONRY WORK		\$20,044
Total Major Item Code 05000.000 STRUCTURAL STEEL, JOISTS, & DECK		\$183,145
Total Major Item Code 06400.000 ARCHITECTURAL WOODWORK		
Total Major Item Code 07100.000 WATERPROOFING & DAMPPROOFING		\$15,000
Total Major Item Code 07300.000 SHINGLES, TILES, & ROOF COVERINGS		\$35,116
Total Major Item Code 07800.000 FIRE & SMOKE PROTECTION		
Total Major Item Code 08000.000 BASIC DOOR & WINDOW MATERIALS & METHODS		
Total Major Item Code 08300.000 SPECIALTY DOORS		
Total Major Item Code 08400.000 ENTRANCES & STOREFRONTS		\$215,562
Total Major Item Code 09100.000 GYP BOARD, PLASTER, & STUCCO SYSTEMS		\$238,460
Total Major Item Code 09300.000 TILE		
Total Major Item Code 09500.000 CEILINGS		
Total Major Item Code 09600.000 FINISHED FLOORING		\$7,500
Total Major Item Code 09900.000 PAINTS & COATINGS		\$21,616
Total Major Item Code 10000.000 MISCELLANEOUS BUILDING SPECIALTIES		

- Sort Sequences:
1. Sec
 2. Major Item Code
 3. Not Used
 4. Not Used

Estimate File: :Toney GMP_04.est - TONEY ELEMENTARY SCH

Estimator:
 Primary Project Qty:56400
 Secondary Project Qty: 0 FLF
 Estimate UM: Imperi

Report includes Taxes & Insurance.

4:18:50PM

10/16/2024

Description	Unit\$	Total \$
<u>NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!</u>		
Total Major Item Code 11000.000 BUILDING EQUIPMENT		
Total Major Item Code 12000.000 BUILDING FURNISHINGS		
Total Major Item Code 21000.000 FIRE SUPPRESSION SYSTEMS		
Total Major Item Code 22000.000 PLUMBING WORK		
Total Major Item Code 23000.000 HEATING, VENTILATION, & AIR CONDITIONING		\$3,404,091
Total Major Item Code 26000.000 ELECTRICAL WORK		\$715,120
Total Major Item Code 36000.000 BONDS & INSURANCE		\$172,072
Total Major Item Code 37000.000 WARRANTIES		\$3,142
Total Major Item Code 50000.000 ESCALATION COSTS		\$25,000
Total Major Item Code 80000.000 CONTINGENCY/ ESCALATION		\$523,695
Total Major Item Code 95000.000 OVERHEAD & FEES		\$355,365
Total Sec BB BASE BID		\$7,335,874

Cost Management Detail



Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Estimate File: :Toney GMP_04.est - TONEY ELEMENTARY SCHOOL,

Estimator:
 Primary Project Qty:56400 SF
 Secondary Project Qty: 0 FLRS
 Estimate UM: Imperial

Report includes Taxes & Insurance.

4:17:39PM

10/16/2024

Description	Quantity	Unit \$	Total \$
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Sec BB BASE BID

Major Item Code 01300.000 GENERAL CONDITIONS

Minor Item Code 01300.000 ADMINISTRATIVE REQUIREMENTS

Project Executive	32.00	WEEK	336.68	10,774
Project Executive Vehicle Allowance	8.00	MO	60.00	480
Operations Manager	32.00	WEEK	544.42	17,421
Operations Manager Vehicle Allowance	8.00	MO	120.00	960
Senior Project Manager	32.00	WEEK	2,149.04	68,769
Senior Project Manager Vehicle Allowance	8.00	MO	400.00	3,200
Full Time Project Manager	32.00	WEEK	3,008.65	96,277
Full Time Project Manager Vehicle Allowance	8.00	MO	600.00	4,800
Asst. Project Manager	32.00	WEEK	2,865.39	91,692
Asst. Project Manager Vehicle Allowance	8.00	MO	300.00	2,400
General Superintendent	20.00	WEEK	544.42	10,888
General Superintendent Vehicle Allowance	5.00	WEEK	120.00	600
Full Time Project Superintendent	20.00	WEEK	3,581.74	71,635
Superintendent Pick-up Truck	5.00	WEEK	750.00	3,750
Fuel for Superintendent Pick-up Truck	5.00	WEEK	350.00	1,750
Full Time Project Engineer #1	12.00	WEEK	1,251.60	15,019
Assistance Superintendent - 2nd Shift	12.00	WEEK	2,722.11	32,665
Project Accountant	32.00	WEEK	121.78	3,897
Jobsite Secretary	32.00	WEEK	804.60	25,747
Home Office Secretary	32.00	WEEK	89.40	2,861

Total Minor Item Code 01300.000

ADMINISTRATIVE REQUIREMENTS

\$465,586

Total Major Item Code 01300.000 GENERAL CONDITIONS

\$465,586

Major Item Code 01300.300 GENERAL REQUIREMENTS

Minor Item Code 01310.000 TRAVEL, PER DIEM, & RELOCATION

Per Diem Expenses	10.00	LPSM	3,000.00	30,000
Travel Expenses	32.00	WEEK	150.00	4,800

Total Minor Item Code 01310.000

TRAVEL, PER DIEM, & RELOCATION

\$34,800

Minor Item Code 01320.000 CONSTRUCTION PROGRESS DOCUMENTATION

Progress Photographs & Pre-Demolition Survey (Multivista)	1.00	LS	6,000.00	6,000
Construction Schedule P6	8.00	WEEK	154.00	1,232

Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Estimate File: :Toney GMP_04.est - TONEY ELEMENTARY SCHOOL,

Estimator:
 Primary Project Qty:56400 SF
 Secondary Project Qty: 0 FLRS
 Estimate UM: Imperial

Report includes Taxes & Insurance.

4:17:39PM

10/16/2024

Description	Quantity	Unit \$	Total \$
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Total Minor Item Code 01320.000

\$7,232

**CONSTRUCTION PROGRESS
DOCUMENTATION**

Minor Item Code 01350.000 SPECIAL PROCEDURES

Project Document Management Software	1.00	LS	7,000.00	7,000
Data Processing	8.00	MO	250.00	2,000
Textura	1.00	LS	2,200.00	2,200

Total Minor Item Code 01350.000

\$11,200

SPECIAL PROCEDURES

Minor Item Code 01410.000 REGULATORY REQUIREMENTS

Environmental Permits	1.00	LS	2,500.00	2,500
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Total Minor Item Code 01410.000

\$2,500

REGULATORY REQUIREMENTS

Minor Item Code 01420.000 SAFETY

First Aid Supplies	1.00	LS	350.00	350
Safety Supplies	4.00	MO	250.00	1,000
Safety Jobsite Signs	1.00	LS	575.00	575
Safety Incentives	4.00	MO	125.00	500
Safety Training & Videos	1.00	LS	250.00	250
Temporary Fire Protection (1 ea / 6,000 Sf)	10.00	EA	80.00	800
Watchman	10.00	WEEK	2,980.00	29,800
Safety Director	4.00	MO	496.66	1,987
Water, Ice, & Cups	3.00	MO	100.00	300

Total Minor Item Code 01420.000 SAFETY

\$35,562

Minor Item Code 01450.000 QUALITY CONTROL

Laboratory Testing Allowance	1.00	LS	5,000.00	5,000
3rd Party Testing	1.00	LPSM	20,000.00	20,000
3rd Party Inspections	1.00	LPSM	20,000.00	20,000

Total Minor Item Code 01450.000

\$45,000

QUALITY CONTROL

Minor Item Code 01500.000 TEMPORARY FACILITIES

Office Trailer Set-up	1.00	EACH	1,500.00	1,500
Project Tool House	2.00	MO	1,500.00	3,000
General Purpose Laborer	12.00	WEEK	5,364.00	64,368
Project Office Supplies	8.00	MO	250.00	2,000
Jobsite Postage	8.00	MO	300.00	2,400
Jobsite Office Equipment	8.00	MO	402.50	3,220
Jobsite Office Furniture	4.00	MO	1,200.00	4,800

Total Minor Item Code 01500.000

\$81,288

TEMPORARY FACILITIES

Minor Item Code 01510.000 TEMPORARY UTILITIES

Temporary Wiring	1.00	LS	2,500.00	2,500
Chemical Toilets	3.00	MO	2,754.00	8,262
Water Usage Charge	2.00	MO	756.00	1,512
Temporary Water Connection	1.00	LS	1,200.00	1,200

Total Minor Item Code 01510.000

\$13,474

TEMPORARY UTILITIES

Minor Item Code 01530.000 PROJECT COMMUNICATIONS

Internet Service Charges	4.00	MO	400.00	1,600
Jobsite Cellular Phones	8.00	MO	594.00	4,752

Sort Sequences:
 1. Sec
 2. Major Item Code
 3. Minor Item Code
 4. Not Used

Estimate File: :Toney GMP_04.est - TONEY ELEMENTARY SCHOOL,
 Estimator:
 Primary Project Qty:56400 SF
 Secondary Project Qty: 0 FLRS
 Estimate UM: Imperial

Report includes Taxes & Insurance.

4:17:39PM

10/16/2024

Description	Quantity	Unit \$	Total \$
NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!!			
Total Minor Item Code 01530.000			\$6,352
PROJECT COMMUNICATIONS			
Minor Item Code 01540.000 CONSTRUCTION TOOLS & EQUIPMENT			
Small Tools & Equipment	3.00	MO 2,750.00	8,250
Fans - Floor Mount Box	75.00	DAY 45.00	3,375
Total Minor Item Code 01540.000			\$11,625
CONSTRUCTION TOOLS & EQUIPMENT			
Minor Item Code 01560.000 TEMPORARY BARRIERS & ENCLOSURES			
Temporary Job Fence	1,900.00	LNFT 18.00	34,200
Wind Screen/Visual Barrier	1,900.00	LNFT 3.50	6,650
Protect Trees	10.00	EACH 83.25	833
Temporary Dustproof Partitions	15,000.00	SQFT 1.89	28,350
Total Minor Item Code 01560.000			\$70,033
TEMPORARY BARRIERS & ENCLOSURES			
Minor Item Code 01570.000 TEMPORARY CONTROLS			
Barricades & Lights	1.00	LS 650.00	650
Pest/Rodent Control	1.00	LS 3,000.00	3,000
Special Security Requirements	1.00	LS 10,000.00	10,000
Total Minor Item Code 01570.000			\$13,650
TEMPORARY CONTROLS			
Minor Item Code 01580.000 PROJECT IDENTIFICATION			
Project Sign	1.00	EACH 1,450.00	1,450
Total Minor Item Code 01580.000			\$1,450
PROJECT IDENTIFICATION			
Minor Item Code 01590.000 I.C.R.A. REQUIREMENTS			
Walk-Off Mats	2.00	MO 100.00	200
Total Minor Item Code 01590.000 I.C.R.A. REQUIREMENTS			\$200
REQUIREMENTS			
Minor Item Code 01720.000 CONSTRUCTION PREPARATION			
Purchase Drawings/Reproduction Cost	1.00	LS 3,500.00	3,500
Total Minor Item Code 01720.000			\$3,500
CONSTRUCTION PREPARATION			
Minor Item Code 01740.000 PROJECT CLEANING			
Dump Charges	1,918.00	CUYD 40.50	77,679
Total Minor Item Code 01740.000			\$77,679
PROJECT CLEANING			
Minor Item Code 01770.000 CLOSEOUT PROCEDURES			
As-Built Survey	1.00	LS 2,500.00	2,500
As-Built Drawings	1.00	LS 2,250.00	2,250
Total Minor Item Code 01770.000			\$4,750
CLOSEOUT PROCEDURES			
Total Major Item Code 01300.300 GENERAL REQUIREMENTS			\$420,294



Attachment 7
AJAX BUILDING COMPANY, LLC PROJECT NO. 50000278
TONY ELEMENTARY SCHOOL MODERNIZATION
GMP PROPOSAL

October 16, 2024

List of Subcontractors

<u>BP No.</u>	<u>Description</u>	<u>Sub Name</u>
02.01	Demolition	KMD Management
05.01	Structural and Misc. Steel	Smith Ironworks
07.06	Roofing	Innovative Roofing
08.03	Storefront and Glazing	D&D Glass
09.01	Drywall and Acoustical Ceilings	Cherokee Acoustical
09.04	Painting	Premier Paintings
22.01	Plumbing	Lanier HVAC
23.01	HVAC	Lanier HVAC
26.01	Electrical	All- State Electrical