

ORDINANCE NO. 13-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO THE GUARANTEED MAXIMUM PRICE AGREEMENT NO. 1 WITH THE RUHLIN COMPANY, FOR WORK AT THE MEDINA MUNICIPAL COURTHOUSE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

- SEC. 1:** That the Mayor is hereby authorized and directed to execute the Guaranteed Maximum Price Agreement No. 1 between the City of Medina and The Ruhlin Company to complete abatement, demolition and other items at the Medina Municipal Courthouse.
- SEC. 2:** That a copy of the Guaranteed Maximum Price Agreement No. 1 is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the funds to cover the agreement, in the estimated amount of \$1,366,156.00 (final GMP amount expected by January 7, 2025) are available as follows: \$683,078.00 in Account No. 169-0716-54412 and \$683,078.00 in Account No. 301-0716-54412.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: January 13, 2025

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: January 14, 2025

SIGNED: Dennis Hanwell
Mayor

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 13-25 ADOPTED BY CITY COUNCIL ON Jan. 13 2025

Kathy Patton
CLERK OF COUNCIL

ORD. 13-25



Great People. Proven Results.



GMP AMENDMENT #1

Abatement, Shoring & Demolition

City of Medina

Medina Municipal Court Renovation

Project No. 24023



January 6, 2025



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Great People, Proven Results





EXHIBIT A – FORM OF AGREEMENT

MEDINA MUNICIPAL COURTHOUSE

GMP AMENDMENT #1

Asbestos Abatement and Selective Demolition

Form of Guaranteed Maximum Price Amendment #1

EXHIBIT A

FORM OF GUARANTEED MAXIMUM PRICE AMENDMENT

GUARANTEED MAXIMUM PRICE AMENDMENT

Pursuant to Article 6 of the Standard Form of Agreement Between Owner and Construction Manager as Constructor (AIA® Document A133™ – 2019), dated as of August 26, 2024 (the "Agreement") between The City of Medina, ("Owner"), and The Ruhlin Company, an Ohio corporation ("Construction Manager" or "CMR"), Owner and Construction Manager desire to enter into this Guaranteed Maximum Price Amendment (this "Amendment") and establish a guaranteed maximum price for the Work (as defined in the Agreement and further herein). Therefore, Owner and Construction Manager agree as follows:

ARTICLE 1, GUARANTEED MAXIMUM PRICE

1. This Amendment covers the following Work: Enabling Work, Asbestos Abatement and Selective Demolition to accommodate future renovation activities
2. Capitalized words and phrases used but not defined herein shall have the same meanings as are ascribed to such words in the Agreement.
3. The Architect on the project is Brandstetter Carroll, Inc. ("Architect").
4. Construction Manager's guaranteed maximum price for the Work described herein and the GMP Documents attached hereto, including the Cost of the Work, Construction Manager's Fee and the Construction Contingency with respect to such work is One Million, Three Hundred Sixty-Six Thousand, One Hundred Fifty-Six (\$1,366,156.00).
5. The attached Exhibits are a part of the Agreement as if each were physically incorporated therein.

EXHIBIT	DESCRIPTION	DATE	PAGES
A	Form of Guaranteed Maximum Price Amendment	01.06.25	2
B	Project Cost Breakdown	01.06.25	1
C	Drawings and Specifications upon which GMP #1 is based	12.11.24	2
D	Qualifications and Assumptions	01.06.25	4
E	GMP Schedule	01.06.25	1
F	Allowances	01.06.25	1
G	Alternates – not used	n/a	n/a
H	Unit Prices – not used	n/a	n/a
I	Staffing Plan	01.06.25	1

6. This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.
7. Except as specifically amended herein, all the provisions of the Agreement remain in full force and effect and all terms and conditions of the Agreement shall apply. In the event of an irreconcilable conflict between the terms of the Agreement and those of this Amendment, the terms of this Amendment shall control.
8. By execution of this Amendment, Construction Manager acknowledges that, as of the date of this Amendment, Construction Manager is not aware of, and has not reserved, any claim against the Owner.

This Amendment is entered as of the 12th day of February, 2025.

OWNER:

CONSTRUCTION MANAGER:

THE CITY OF MEDINA, OHIO

THE RUHLIN COMPANY,
An Ohio corporation

By: Dennis Hanwell

Dennis Hanwell
Mayor

By: Jim Ruhlin Jr.

Jim Ruhlin Jr.
President & COO



EXHIBIT B – PROJECT COST BREAKDOWN

MEDINA MUNICIPAL COURTHOUSE

GMP AMENDMENT #1

Asbestos Abatement and Selective Demolition

The Project Cost Breakdown incorporates the fully itemized general conditions, construction contingency, reimbursables, and associated fee in line with the basis documents.

SUMMARY OF PROBABLE COST

Project: **CITY OF MEDINA**
MEDINA MUNICIPAL COURT RENOVATION



The Ruhlin Company

Design: Brandstetter Carroll Inc.
 Phase: GMP #1 - ABATEMENT & DEMOLITION
 Date: 1/6/2025

Overall Area: 28,700 SF

BP	DESCRIPTION - SCOPE OF WORK			SF COST	ESTIMATE
1	ASBESTOS ABATEMENT	28,700	SF	\$12.73	\$365,280
2	DEMOLITION	28,700	SF	\$14.29	\$410,220
	ALLOWANCE #01 - Elevator Shoring				\$65,750
	ALLOWANCE #02 - Remobilization Fee				\$3,000
	ALLOWANCE #03 - Exterior Column Shoring				\$25,000
	ALLOWANCE #04 - Demo & Shoring for Courtroom Column D-7				\$15,000
	ALLOWANCE #05 - Penetrations				\$5,000
	ALLOWANCE #06 - Unforeseen Asbestos				\$10,000
3	PLUMBING (Make Safe)	28,700	SF	\$1.03	\$29,500
4	HVAC (Make Safe)	28,700	SF	\$0.70	\$20,000
5	ELECTRICAL (Make Safe)	28,700	SF	\$0.53	\$15,150
7	GENERAL REQUIREMENTS	28,700	SF	\$2.18	\$62,700
	SUBTOTAL OF ABOVE COSTS - TRADES WORK	28,700	SF	\$35.77	\$1,026,600
	Enabling Project to Relocate Archives	1	LS	\$46,000.00	\$46,000
	Allowance #07 - Temporary Heat	1	LS	\$20,000.00	\$20,000
	TOTAL DIRECT CONSTRUCTION	28,700	SF	\$38	\$1,092,600
	PRE-CONSTRUCTION STAGE COMPENSATION				
	Ruhlin Staff and Reimbursable Costs	1	LS	\$ 38,335	\$38,335
	CONSTRUCTION STAGE COMPENSATION				
	Ruhlin Staff	1	LS	\$152,265	\$152,265
	General Conditions				\$44,000
	CM Contingency	1.5%			\$19,333
	CM Fee	1.5%			\$19,623
	TOTAL CONSTRUCTION COSTS	28,700	SF	\$48	\$1,366,156
	PROJECT SOFT COSTS (to be included by Owner)				

a. Owner Contingency - Scope Changes or Unforeseen Conditions	Not Included
b. A/E Design Costs	Not Included
c. Testing and Inspections	Not Included
d. Costs for Relocating Owner's Salvage Furniture, Books, Etc..	Not Included
e. Temporary Power Consumption	Not Included
f. Temporary Water & Fuel Consumption	Not Included
g. Demo Permit	Not Included



EXHIBIT C – BASIS DOCUMENTS - DRAWINGS

MEDINA MUNICIPAL COURTHOUSE

GMP AMENDMENT #1

Asbestos Abatement and Selective Demolition

This GMP #1 is based on the following documents and specifications:

- Medina Municipal Courthouse Renovation
GMP #1 Demolition Package
Prepared by: Brandstetter Carroll, Inc.

Date: 12/11/2024

See full detail attached





CITY OF MEDINA COURTHOUSE RENOVATION

GMP #1 - DEMOLITION PACKAGE

PROJECT: MEDINA MUNICIPAL COURTHOUSE RENOVATION

NUMBER	DESCRIPTION	DATE / ISSUED
GENERAL		
G-000	COVER SHEET	12/10/24
G-001.1	GENERAL INFORMATION, GMP-1 DRAWING INDEX	12/10/24
STRUCTURAL DEMOLITION		
SD-101	FOUNDATION DEMOLITION PLAN	07/12/21
SD-102	LEVEL 2 & LEVEL 3 FRAMING DEMOLITION PLAN	07/12/21
SD-103	ROOF & PENTHOUSE FRAMING DEMOLITION PLAN	07/12/21
ARCHITECTURAL DEMOLITION		
AD-101	MEDINA CO. CH FIRST FLOOR LIMITED DEMOLITION PLAN	12/10/24
AD-101A	FIRST FLOOR DEMOLITION PLAN	12/10/24
AD-102	SECOND FLOOR DEMOLITION PLAN	12/10/24
AD-103	THIRD FLOOR DEMOLITION PLAN	12/10/24
AD-104	PENTHOUSE DEMOLITION PLAN	12/10/24
AD-105	ROOF DEMOLITION PLAN	12/10/24
AD-111	MEDINA CO. FIRST FLOOR RCP LIMITED DEMOLITION PLAN	12/10/24
AD-111A	FIRST FLOOR REFLECTED CEILING DEMOLITION PLAN	12/10/24
AD-112	SECOND FLOOR REFLECTED CEILING DEMOLITION PLAN	12/10/24
AD-113	THIRD FLOOR REFLECTED CEILING DEMOLITION PLAN	12/10/24
AD-214	DEMO INTERIOR ELEVATIONS	12/10/24
AD-215	DEMO INTERIOR ELEVATIONS	12/10/24
AD-216	DEMO INTERIOR ELEVATIONS	12/10/24
ARCHITECTURAL		
A-101A	MEDINA CO. CH FIRST FLOOR LIMITED CONSTRUCTION PLAN	12/10/24
PLUMBING DEMO		
PD-100	UNDERSLAB PLUMBING DEMOLITION PLAN	05/02/24
PD-101	FIRST FLOOR SAN, STORM AND VENT DEMOLITION PLAN	05/02/24
PD-102	SECOND FLOOR SAN, STORM AND VENT DEMOLITION PLAN	05/02/24
PD-103	THIRD FLOOR SAN, STORM AND VENT DEMOLITION PLAN	05/02/24
PD-104	PENTHOUSE/ROOF PLUMBING DEMOLITION PLAN	05/02/24
MECHANICAL DEMOLITION		
MD-101	FIRST FLOOR MECHANICAL DEMOLITION PLAN	05/02/24
MD-102	SECOND FLOOR MECHANICAL DEMOLITION PLAN	05/02/24
MD-103	THIRD FLOOR MECHANICAL DEMOLITION PLAN	05/02/24
MD-104	PENTHOUSE/ROOF MECHANICAL DEMOLITION PLAN	05/02/24
ELECTRICAL DEMOLITION		
ED-101	FIRST FLOOR ELECTRICAL DEMOLITION PLAN	05/02/24
ED-102	SECOND FLOOR ELECTRICAL DEMOLITION PLAN	05/02/24
ED-103	THIRD FLOOR ELECTRICAL DEMOLITION PLAN	05/02/24
ED-104	ROOF ELECTRICAL DEMOLITION PLAN	05/02/24
ED-601	ELECTRICAL ONE LINE DIAGRAM - NORMAL DEMOLITION	05/02/24
TECHNOLOGY DEMOLITION		
TD-100	OVERALL BUILDING PATHWAYS AND SPACES DEMOLITION PLAN	05/02/24

CITY OF MEDINA COURTHOUSE RENOVATION

SECTION 024119 - SELECTIVE DEMOLITION

PROJECT: MEDINA MUNICIPAL COURTHOUSE RENOVATION



SPEC. NO.	DESCRIPTION	DATE
DIVISION 01 - SPECIFICATIONS - not provided		
DIVISION 02 - EXISTING CONDITIONS		
024119	Selective Demolition	12/11/2024
DIVISION 03 - CONCRETE - not provided		
DIVISION 04 - MASONRY - not provided		
DIVISION 05 - METALS - not provided		
DIVISION 06 - WOODS, PLASTICS, AND COMPOSITES - not provided		
DIVISION 07 - THERMAL AND MOISTURE CONTROL - not provided		
DIVISION 08 - OPENINGS - not provided		
DIVISION 09 - FINISHES - not provided		
DIVISION 10 - SPECIALTIES - not provided		
DIVISION 11 - EQUIPMENT - not provided		
DIVISION 12 - FURNISHINGS - not provided		
DIVISION 13 - SPECIAL CONSTRUCTION - not provided		
DIVISION 14 - CONVEYING EQUIPMENT - not provided		
DIVISION 21 - FIRE SUPPRESSION - not provided		
DIVISION 22 - PLUMBING - not provided		
DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING - not provided		
DIVISION 25 - INTEGRATED AUTOMATION - not provided		
DIVISION 26 - ELECTRICAL - not provided		
DIVISION 27 - COMMUNICATIONS - not provided		
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY - not provided		
DIVISION 31 - EARTHWORK - not provided		
DIVISION 32 - EXTERIOR IMPROVEMENTS - not provided		
DIVISION 33 - UTILITIES - not provided		

EXHIBIT D - ASSUMPTIONS & CLARIFICATIONS



General Assumptions / Clarifications

1. The GMP is based upon the terms and conditions of these Assumptions and Clarifications. These assumptions and clarifications shall be read in the context of the other Contract Documents and shall be interpreted to be consistent with other Contract Documents, if possible, but these clarifications and assumptions take precedence over any other Contract Documents in the event of a clear and irreconcilable conflict.
2. It is assumed the Contract Documents issued by Brandstetter Carroll, Inc. comply with all applicable laws, codes (including the latest City, State, or Federal Approved Building Codes), and regulations of various governmental entities having jurisdiction over this project. The GMP excludes the cost of correcting any code violations or requests from building inspectors should they be encountered during construction, unless detailed in the contract documents.
3. GMP schedule is based on Medina City Council providing Ruhlin with a signed Contract on or before February 10, 2025.
4. Applicable performance and payment bonds and Builder's Risk Insurance costs are included on the GMP as being provided by The Ruhlin Company.
5. The GMP is based on the Project Schedule with Date of January 6, 2025 and attached as Exhibit E to the GMP Amendment. The schedule is a baseline project schedule. Modifications and refinement to this schedule will be made based on Owner, Architect and Subcontractor coordination. Any work performed or contracted directly by the Owner, will be coordinated with Ruhlin in sufficient time to avoid impacting the overall Construction Progress Schedule or affecting specific Subcontract activities.
6. The GMP is based upon receiving all document deliverables from the Owner and Architect per the Project Schedule. A/E review period of Submittals shall not exceed (14) calendar days, A/E response time to Requests for Information shall not exceed (7) calendar days. Change Order pricing, change order proposal reviews and other deliverables that may have schedule implications; critical items requiring compressed review timeframes, will be identified on the submittal register and discussed during the weekly project team meetings.
7. The GMP is based on cooperation of the City of Medina Building Department, EPA and other AHJ's to allow continuation of the Work per the Project Schedule. Any impacts to the Project Schedule associated with the aforementioned entities may require time extensions and will be addressed on a case-by-case basis.
8. Ruhlin reserves the right to optimize the sequence of construction at any time. This may include re-arranging construction activities, adjustment of activity durations, and any other changes which will not affect the final delivery dates.

9. The GMP assumes that design changes will not be allowed on shop drawings/submittals or RFI responses without also issuing a Bulletin to the GMP basis documents. This is required so that all trade contractors are also made aware of the design changes that may impact on their work. In addition, this will ensure final design documents include subsequent design revisions for Medina City's records.
10. This GMP is based on all specified equipment and materials fitting within the dimensioned spaces identified on the documents, including all required tolerances and clearances.
11. The following items are to be provided by Owner and/or A/E:
 - a. CAD files, Drawings and Specifications in electronic format suitable for distribution at no cost.
 - b. All project related Professional Services, including environmental testing, third party Commissioning, air sampling for LEED, Special Inspections and Testing Services (soils, concrete, steel, masonry, curtain wall, fireproofing, Fire stopping, chamber testing, roofing, etc.).
 - c. Plan review fees, permitting and inspection costs.
 - d. All site, SWPPP, grading, building permit fees.
 - e. Utility tap, inspection fees, and capacity fees.
12. No shift work or overtime has been included based on the Project Schedule.
13. In the event, The Ruhlin Company needs to perform additional work to recover days, the following guidelines will be utilized for CMr Contingency:
 - a. Hours performed by the contractor greater than 40 cumulative hours for the week shall be considered overtime hours.
 - b. Hours worked by the contractor on a Saturday, regardless of total accumulated hours from the given work week are considered overtime hours.
14. All extended Subcontractor and Manufacturer warranties shall be "pass-through" warranties from the appropriate party; extended warranties by Ruhlin are not included in the GMP.
15. All contract and project documentation between the CM and the Owner will be electronically delivered. This includes all closeout documents, as-builts, O&M manuals, warranties, etc.
16. GMP is per the stated scope of work. However, this and any future GMP's will be cumulative, not mutually exclusive. The costs associated with items such as staffing, GC's, General Requirements, Contingency, etc. for the current GMP can be used in future GMP's. For example, contingency identified in this GMP can be utilized for items covered under future GMP Scope of Work.
17. All costs associated with Winter Weather Conditions, to include but not limited to: temporary heaters, fuel, admixtures, accelerators, hot water, blankets, tarps shall be covered under an allowance within GMP.
18. If add alternates are selected after the GMP approval, the completion date for the project will be reviewed on a case-by-case basis as some alternates could impact the schedule. All costs for alternates not accepted at the time of the GMP submission will need to be reevaluated after GMP approval if accepted.
19. The GMP Proposal pricing is based on the understanding that the entire project is sales tax-exempt as allowable under Ohio Revised Code and per Owner-issued certificate.

20. All loose furnishings or other items the Owner wants to salvage from the building shall be completed no later than February 25, 2025.

General Exclusions

1. Costs for any additional requirements, taxes, tariffs, or fees imposed under any statute, becoming effective after the date of the GMP Amendment.
2. The GMP does not assume any responsibility for the current conditions or integrity of the existing storm, sanitary, water, gas, or other existing utilities within or adjacent to the project.
3. The GMP does not include unforeseen impacts that may result from the COVID-19 or similar Coronavirus pandemic-like scenarios. We will take steps to minimize the cost or schedule impacts. This could include material lead times increasing, specific items becoming unavailable, availability of labor forces or other unknown impacts.
4. The GMP assumes that all items outside of the proposed work are code compliant. We do not include work to correct any deficiencies on site or in the existing structures beyond what has been identified in the basis documents of this GMP.
5. Private utility locating services are excluded. Ruhlin will contact OUPS to locate the existing utilities. Relocation, repairs or replacement of existing unidentified or unknown underground utilities, not shown to be performed within the basis documents, will be performed as change order work.
6. The GMP assumes the cost to eliminate any underground obstructions present on the site as unforeseen conditions, to be paid by the Owner.
7. No mock-ups are included in the GMP. Mock-up design drawings are to be prepared and provided by the Brandstetter Carroll, Inc. Change order pricing will be prepared for review/approval once mock-ups are identified.
8. No Pre-Construction Testing has been included in the GMP. Brandstetter Carroll, Inc. is to generate a list of desired systems that require pre-construction tests, with associated ASTM, ANSI, SMACNA, etc., industry standard and references.
9. Photographic Documentation of the Work is excluded.
10. Dumpsters for any Owner vendors and furnishings, fixtures and equipment.
11. The cost of the building permit is not included. It is assumed that any required demo and building permits will be in place to allow for the start of construction per the schedule.

Abatement and Demolition Clarifications

1. Scope and quantities for abatement are those as defined within HZW Consultants Asbestos Survey, dated April 27, 2020.

2. Demo for new walls, door or window openings within masonry partitions does not include new lintel support for existing masonry or other loads above. If necessary, lintels will be carried in future GMP.
3. Any ceilings that may exist above the ceilings shown on the documents for demo have not been accounted for and are excluded from this GMP.
4. Any flooring that may exist below the flooring shown on the documents for demo has not been accounted for and is excluded from this GMP.
5. Any underlying mastic on wood floors would require the subfloor to be completely removed, thus excluded from this GMP.
6. Removal of the mechanical equipment for the penthouse is not included within this GMP. This is being deferred to another GMP that will have a crane on site to reduce project cost.
7. Temporary shoring for the columns at the new elevator shafts will require future concrete contractor to pour back foundation before shoring can be removed. Elevator shoring has been estimated at (4) month duration and being carried as an Owner's allowance.
8. Exterior window demo is excluded, scope to be picked up in future GMP Amendment.
9. It is assumed that the slabs are not post-tension and can be cut without any necessities beyond proper shoring below.
10. Mastics will be abated using shot-blast method.
11. OSHA compliance air monitoring is included. No 3rd party air monitoring or testing is included.
12. All CMU walls are assumed to be hollow core with standard reinforcing, including the vaults. Vault demo is limited to HD doors.
13. Demo General Notes 8&9: Ceiling demo limited to those identified on demo/abatement plans. No reflected ceiling plans or new construction plans included with the basis documents.
14. Exclusions:
 - a. Wall covering removals,
 - b. Universal waste not identified,
 - c. Surveying,
 - d. Any confined space work,
 - e. Lead paint abatement,
 - f. Gen Notes: 2,3,5,13,15 on the AD drawings, 5 on the PD drawings, and similar references. Patching and repairing of walls and floors resulting from demo activities. These types of repairs will be evaluated for future GMP Amendments,
 - g. Demo associated with extending the In-Custody Corridor from the County courthouse



EXHIBIT E – CONSTRUCTION SCHEDULE

MEDINA MUNICIPAL COURTHOUSE

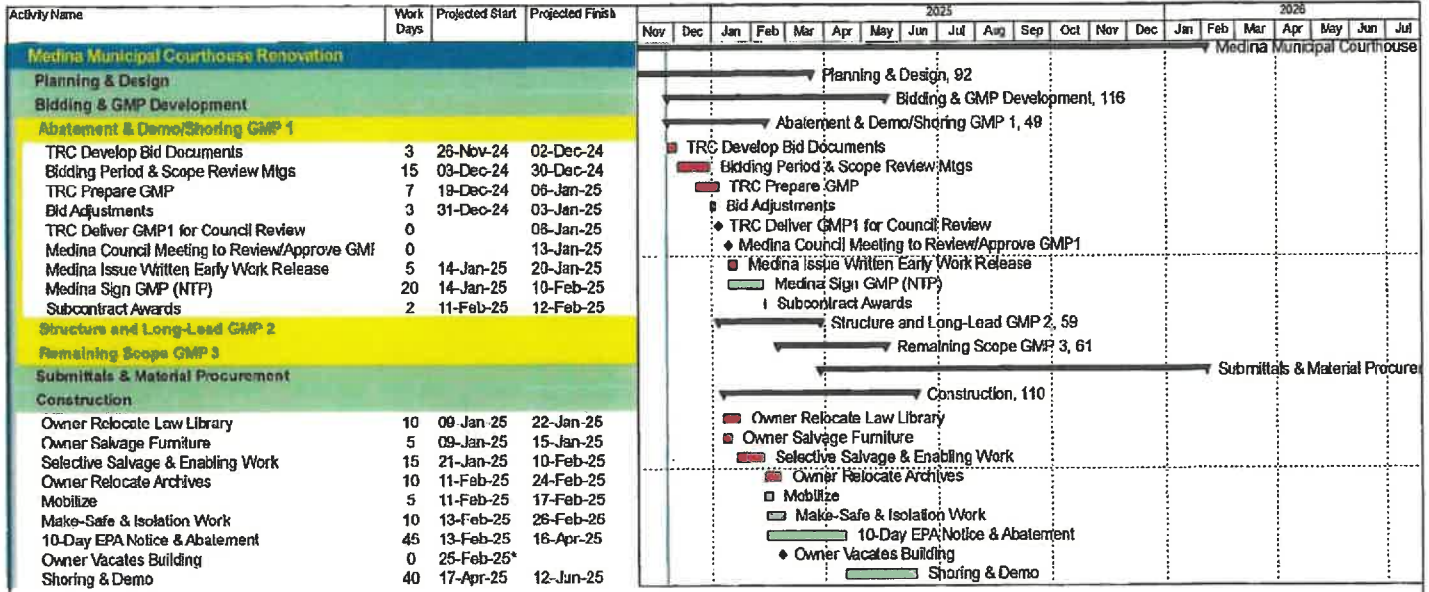
GMP AMENDMENT #1

Asbestos Abatement and Selective Demolition

The Construction Progress Schedule includes anticipated and projected Finish Milestone dates at this time. The dates and time periods pertinent to this GMP Amendt #1:

- Ruhlin to Deliver GMP to Medina City Council January 6, 2025
- Medina City Council to sign GMP, NTP February 10, 2025
- Ruhlin to Mobilize, Commence Demo & Abatement February 17, 2025
- Substantial Completion of Demo & Abatement Work April 18, 2025

*No Liquidated Damages Part of this Package



Data Date: 26-Nov-24
Layout: Medina_1
Issue: GMP #1

MEDINA MUNICIPAL COURTHOUSE
2025 RENOVATIONS
GMP #1 Abate & Demo Schedule
January 6, 2025





EXHIBIT F – OWNER ALLOWANCES

MEDINA MUNICIPAL COURTHOUSE

GMP AMENDMENT #1

Asbestos Abatement and Selective Demolition

Below is a list of ALLOWANCES included within this Guaranteed Maximum Price Amendment submission.

All allowance expenditures require the review and prior approval of the Owner, including. CMR agrees to track, document, and communicate to Owner, all allowances included in this GMP, used and unused. Any unused Allowances shall be credited back to the Owner in the form of a deduct change order prior to request for final payment. Any costs to provide the listed services more than the amounts listed below will result in an increase change order to Ruhlin.

Allowances included within the Construction Manager's scope of work.

1. Elevator Shoring: An allowance of \$70,000 for engineering, install, rental and removal.
2. Remobilization Fee: An allowance of \$3,000 to remobilize to the site at a later dated to perform defer shoring work, to reduce rental costs.
3. Exterior Column Shoring: An allowance of \$24,000 for engineering, install, rental and removal. Assumes (2) months rental, (4) towers total.
4. Courtroom Column Shoring/Demo: An allowance of \$20,000 for engineering, install, rental and removal to allow structural modifications to column D-7.
5. Penetrations: An allowance of \$5,000 to create new penetrations as requested.
6. Unforeseen Abatement: An allowance of \$10,000 to remove ACM beyond what has been identified on HZM Survey, April 2020.
7. Temporary Heat: An allowance of \$20,000 to temporarily heat the building after demo of existing heating system to include labor, delivery, installation, heaters, hoses, temporary enclosures, tenting and removal. All consumption charges will be paid by Owner under existing utility accounts.

