



EXHIBIT C
Michael Driscoll School
J08864.000
ASSUMPTIONS & CLARIFICATIONS

May 24, 2021

General Clarifications –

1. GMP dated May 24, 2021 includes the documents listed in Exhibit I dated 5/18/21. All other documents and Agreements between the Owner and other parties are excluded.
2. This is not a “line-item” GMP. All items except General Conditions (Lump Sum), and Owner Allowances will reconcile to CM Contingency.
3. GMP is based upon receipt of an NTP (Notice to Proceed) for construction by the Owner on/or about June 2, 2021 and fully executed GMP by June 30, 2021. Delay in execution or any restrictions to release for construction may result in a change in the GMP Project Schedule in Exhibit H, and /or GMP value.
4. Excludes the Preconstruction costs thru 6/1/21 Amendment 4 for a value of \$474,697.
5. For the purposes of the GMP document, when “Trade Contractors” are referenced this means both filed sub bids (Trade Contractors) and Subcontractors.
6. Issuance of an NTP for construction constitutes acceptance of the Gilbane recommended lowest responsible bidders listed contained within the GMP. The NTP authorizes Gilbane to issue contracts to listed bidders in the GMP. The GMP is based on the listed Trade Contractors’ acceptance and execution of a contract to perform the work. Rejection of a bid of a Trade Contractor listed within the GMP by the Owner will require an adjustment to the GMP value to accommodate the next lowest responsible.
7. Filed sub bid Trade Contracts were awarded based on the specific scope of work included in their contracts which specifically included only the documents referenced in the specific Specifications Sections owned by these filed sub bidders. Work included on Contract Documents referenced elsewhere are excluded.
Removed last sentence
8. This GMP excludes all Alternates shown in Exhibit G. Acceptance of Alternates will result in a change order. Alternates values are good through June 17, 2021.
9. The GMP includes the costs of compliance with all executive orders and government regulations associated with the COVID-19 pandemic through the date of the GMP. In light of the wide-ranging and potentially long-lasting effects posed by the COVID-19 pandemic, including, without limitation, disruption of construction supply chains, labor shortages, and governmental actions, Gilbane reserves its right to assess reasonably unforeseeable impacts on an ongoing basis and to seek an equitable adjustment in the

Guaranteed Maximum Price and an extension of the Contract Time as such adjustments become necessary. **Revised wording**

10. Electronic document control will be utilized on the project for the processing and turnover of all project documents including but not limited to; Submittals, Requests For Information, Punch List, AE Field Reports, Time and Material slips, Drawings, Specifications, Operating Manuals etc. Project management software systems include Procore, CMIC and Textura. Operation Maintenance Manuals & As- built's will be provided as hard copies. **Updated to include hard copies**
11. Liquidated Damages are \$3,000 per day. For the purposes of assessing Liquidated Damages, the enforcement date shall be no sooner than 9/1/23 for the new building. The Liquidated Damages enforcement date field completion shall be no sooner than 9/1/2024. **Revised wording**
- 12. Not used**
13. In all cases, it is understood that the Owner shall be deemed as the generator of the hazardous materials. Contractor shall neither take title to or be deemed the generator of the hazardous material or substance at any time during the abatement, removal, transportation, or disposal. The Owner or his designated representative will sign all Hazardous Materials disposal manifests, Waste Shipping Records, Material Shipping Records or Bills of Lading (when applicable) for the project. Gilbane and Trade Contractors are responsible only for any hazardous materials they bring to the site.
14. Gilbane and/or the Trade Contractors shall not be held responsible if an Indoor Air Quality (IAQ) test fails as a result of installation of a specified material, approved material, or FF&E, provided the installation conforms to the Contract Documents, and/or manufacturers recommendations, whichever is the higher standard unless the violation is caused by the failure of the HVAC system to properly ventilate.
15. Excludes the cost for moving of the building's employees, phone, and data relocations, as well as moving the existing office furnishings and furniture to be salvaged. This includes providing any additional floor, wall, furniture, and equipment protection during the moving of these items as well as any repairs that may be required as a result of damages.
- 16. Excludes all cost and schedule impacts resulting from future changes in law. **Revised wording****
17. The GMP is based on the CMP/Site Logistics Drawings included in Exhibit J. Any deviations will be a change to the GMP.
18. The Owner acknowledges that G. O. Services, LLC is a Delaware limited liability company in which Gilbane Building Company is the sole and managing member. Gilbane intends to utilize G.O. Services, LLC for all interim labor, all interim cleaning, and all final cleaning tasks, subject to appropriate procurement practices.
19. Labor rates for Trade Contractors to be audited and approved by the Owner prior to utilization in all changes. These submitted rates are fixed. Rates shall be revised as required and according to Collective Bargaining Agreements. **Revised wording**

20. Substantial Completion shall be considered achieved with the issuance of the Temporary Certificate of Occupancy (TCO). If the TCO cannot be obtained through no fault of the Construction Manager, Substantial Completion shall not be withheld.
21. Gilbane has provided Interdisciplinary Coordination (IDC) Review Report 3/22/21 which addresses coordination and scope review issues. These reports have been forwarded to the Architect. Neither is intended as a substitute for engineering or architectural review by licensed design professionals. The comments contained in the reports represent observations and/or suggestions intended for consideration and possible incorporation into the design documents. Items not incorporated into the Contract Documents are excluded from the GMP. A final compliance check of the IDC report created 3/22/21 was completed on 5/12/22 against the documents dated 4/16/21 including Addendum 1, 2 & 3. No design liability has been assumed by Gilbane as result of the information contained in the reports. Revised wording
22. Gilbane provided due diligence to maximize M/WBE participation. This GMP includes anticipated minority and women business enterprise percent participation of approximately 6.5% combined. It is noted the participation for "non-filed" subcontractors are approximately 6.5%. MBE is 3% and WBE is 3.5%. Gilbane will continue to work with the Owner to increase M/WBE participation.
23. Excludes night and weekend security. The only security provision included in the GMP is the perimeter site fence.
24. Benchmarks will be conducted at the first install of material for conformance to the contract requirements. All mockups called for in the Contract Documents will be in place benchmarks for quality. Materials will be fabricated prior to in place benchmarks or mockups, in accordance with approved submittals. Any design changes will be a change to the contract.
25. The project is seeking LEED V4 (or V4.1) Certification. Compliance with LEED V4 (or V4.1) will be determined by material vendors /manufacturers of specified materials who can comply at the time of material purchase. Cost associated with the credits noted as tracked by contractor have been included in the GMP. However, please note that Gilbane and the Trade Contractors will only be able to provide documentation for products and materials that meet the Specifications and available from these suppliers and manufacturers. It is the responsibility of the Designer/Architect to coordinate and verify that the Specifications will be able to provide the required compliance for certification. Gilbane staff will provide documentation to the Architect LEED Consultant for their submission of documentation to USGBC. All registration and certification fees associated with LEED are excluded. Substantial Completion and final payments are not contingent on the LEED certification process.
26. Professional photography for construction progress and completion is excluded.
27. Warranty period will commence upon sign off on the AIA certificate of Substantial Completion for the Building phase and Field phase. Wording revised
28. Includes Subcontractor Default Insurance on the Trade Contractors. Subcontractor Default Insurance (SDI) 1.2% rate is applied to the sum of the Subcontractor Costs. Filed sub bid Trade Contractors have included bond costs in their contracts.
29. The GMP includes the Contractor Controlled Insurance Program (CCIP) which is calculated based on the total Contract Value. See Exhibit K for additional information on CCIP.

30. We have included the Builder's Risk insurance. Deductibles for Builders Risk will be funded by Subcontractors if they are responsible for the claim. If responsibility is unassignable, the deductible will be reimbursed through Contract Change Order. Fault will be defined by the insurance company. Assumes transfer of insurance by 9/1/23 upon receipt of Building TCO. **Wording revised**
31. Excludes all blocking for (unless shown on Contract Documents) FF & E. Owner to provide protection, trash removal and dumpsters for debris resultant from the FF & E.
32. All moving, relocation, and final connection to building utilities of existing Owner or user group possessions and equipment are by the Owner. Standby trades including elevator operators for Owner FF & E deliveries or move-ins are excluded.
33. Independent 3rd party testing, inspection and Commissioning costs are paid by the Owner. Support is provided by the relevant Trade Contractor with appropriate oversight and coordination by Gilbane.
- 34. Not used**
35. Utility Consumption Costs: The Owner will provide all building utility services at the time of Substantial Completion.
36. Excludes all utility company charges associated with connecting permanent utilities.
37. GMP includes owner allowance for temporary elevator use prior to Elevator Certification.
- 38. Not Used**
39. Fee is converted to a Lump Sum at time of GMP, and therefore will not be returned on unused Contingency or General Requirements. Fee will not be returned on net deductive changes. Unused Contingency funds will be returned to Owner as defined per Contract. **Revised wording**
40. Final retainage may be released upon 100% completion of an individual Subcontractor's work including punch-list items, and all close-out documentation has been completed and submitted by the Subcontractor and approved by the Construction Manager. Separate requisitions will be submitted by requesting subcontractors. **Revised wording**
41. Trade Allowance costs are reconciled by CM Contingency.
42. Owner Allowance costs are reconciled by Owner Change Order with applicable markups.
43. The GMP is based on the Draft Project Schedule, data date April 26, 2021 with a run date of May 19, 2021 with a Substantial Completion Date of August 16, 2023 and Abatement, Demolition and Sitework and Improvements completed by July 22, 2024, included in Exhibit H.
44. Includes costs for winter weather for the GMP schedule. Should the Schedule change, through no demonstrated fault of the contractor and new work be required during winter months, the premium costs will be a change to the contract.

45. Punchlist and Seasonal Commissioning may be performed after Substantial Completion.

46. The GMP excludes resource loaded schedule per Specification 013200 paragraph 1.3J.

47. The schedule is based on of the following assumptions:

- Temporary power will be available from the utility company no later than July 30, 2021.
- Temporary heat within the Buildings during winter of 2022/2023 may utilize the permanent boilers and supplemental rented heaters. Revised wording
- Subject to Authorities having jurisdiction the Owner may commence moving furniture prior to TCO.
- Shared use of the Westbourne Terrace and Washington Street, as well as the adjacent Alley (between the site and retail merchants located at 1632 Beacon Street) for construction activities and access to the site.
- The schedule is based on Normal working hours M-F to achieve Substantial Completion.
- Utility Co. to establish permanent power no later than November 15, 2022.
- Fully executed Building Permit will be received before 6/15/21 construction start.
- The schedule is based on receipt of NTP on/or about June 2, 2021.

Trade Specific Qualifications

Demolition

- ~~1. The Demolition contractor owns all salvage materials, unless specifically called for in the Contract Documents.~~
- ~~2. Items designated for salvage by Owner will be moved one time to an onsite location, prior to mobilization of Demolition Trade Contractor.~~
- ~~3. Hazardous waste remediation is limited to the scope provided in the Owner's Hazardous Waste Material Report.~~
- ~~4. Cut and Cap is taken to 10' outside of footprint of the Building. Excludes any removal or relocation of existing utilities in the street necessary for this work to be completed.~~
5. This GMP excludes any ground improvements at or under the existing Building and demolition of deep foundations beyond what is shown on the drawings.
- ~~6. Demolition and removal of hazardous materials is limited to those identified in The Hazardous Materials Summary Report, Michael Driscoll School, prepared by CDW Consultants, Inc., dated June 2020, included in the documents dated 4/16/21. Any additional Hazardous Materials identified will result in change order.~~
- ~~7. Project Monitoring/Industrial Hygienist Oversight during abatement activities is excluded from this GMP.~~
- ~~8. Demolition of deep foundations are excluded from this GMP.~~
9. Foundations and slab elements are assumed to be free of asbestos waterproofing, Styrofoam and plastics.

Sitework

- ~~10. This GMP excludes treatment for hazardous or contaminated water from dewatering activities. Water will be filtered and discharged into site storm drains. GMP includes an Owner Allowance of \$50,000 for Carbon Filtering.~~
11. This GMP excludes cleaning of existing drainage, structures, or utilities.
- ~~12. This GMP excludes ledge removal. All boulders greater than 2 cubic yards in volume shall be treated as ledge removal at a unit price stated in the site contractor's contract.~~
- ~~13. This GMP excludes all surveying, testing, remediation, disposal and replacement of hazardous, unsuitable, and regulated materials.~~
- ~~14. This GMP excludes any third-party monitoring such as vibration, sound, temperature, humidity, etc.~~
- ~~15. The extent of the property covered under the Stormwater Pollution and Prevention (SWPPP) is defined under the "Limit of Work" as shown on the Civil drawings. There are no costs or provisions in the GMP to address subsurface storm water pollution prevention issues or any issue that is created or observed outside the "Limit of Work".~~
16. Unfreezing soils/frost removal and protection is excluded from this Bid Package and will be covered by Owner Allowance.
- ~~17. GMP Includes Owner Allowance for soil removal and disposal in excess of quantities in the specifications 31-20-01 Part 4.2. \$435,000.~~
- ~~18. This GMP includes Owner Allowance for disposal of soils not classified as clean per quantities listed in 31-20-01 Part 4.2 \$729,920.~~
- ~~19. This GMP includes Owner Allowance for rock socket, additional site access, SOE Install \$250,000.~~
- ~~20. This GMP includes an Allowance for over excavation of soils (assume clean disposal and gravel/lean replacement) \$365,000.~~
21. All excavated soils shall be tested in a manner to allow live loading of soil for removal from the site.
- ~~22. Unrestricted backfill is permissible at all retaining walls without the structural components in place. LEM? GBCO to issue RFI~~
23. This GMP assumes all liquid asphalt will be purchased at \$495.00 per ton as stated in MASS DOT rates. Any cost increases or decreases shall be adjusted via Change Order.

~~24. This GMP excludes electric manhole/handholes — There are none shown on Contract Documents.~~

~~25. This GMP includes Owner Allowance for removal of all contaminated soils (none included in base bid). Based on QTY in Specifications 31 20 01. Part 3.9 A & B \$46,208.~~

Cast-in-place Concrete

~~26. This GMP excludes concrete sealer at exterior locations.~~

~~27. 15 mil vapor barrier is included at Building B Slab on Grade and 20 Mil Vapor barrier is included at Building A and C Slab on Grade.~~

~~28. Curing of concrete shall be with a curing compound. Wet cure method is excluded from this GMP.~~

~~29. This GMP excludes concrete additives to control moisture in slabs (Barrier One, etc.). All moisture mitigation will be provided (if needed) by the flooring trades via General Requirements.~~

~~30. FF/FL testing will be performed by the Owners Testing Agency within 72 hours of placement.~~

~~31. SOG Insulation is included as 25 PSI, as accepted by project team during scope negotiations.~~

~~32. Finish of walls at shear cores will be plug and patch, as accepted by project team during scope negotiations.~~

~~33. Elevated decks will be placed to the designed concrete thickness, not elevation or flatness requirements.~~

LEM?

~~34. Location and design of shoring is by the Engineer of Record. GMP excludes steel deck shoring, as none has been identified. **LEM?**~~

~~35. This GMP excludes architectural concrete, concrete polishing, stamped concrete, colored concrete, and sandblasting of concrete, as none is shown in Contract Documents.~~

Structural Steel

~~36. This GMP excludes all architecturally exposed structural steel.~~

~~37. This GMP excludes cutting and reinforcing of openings not specifically illustrated on Structural Drawings.~~

~~38. This GMP includes Trade Allowance for additional Beam Penetrations listed on Drawing S401.~~

~~39. Supermetal's structural steel price is valid until Wednesday June 2, 2021.~~

Millwork

~~40. The millwork installation will not be installed within the environmental standards noted in the specifications or AWI environmental standards.~~

~~41. This GMP includes an add to furnish and install Copper backing and MDF at planters, per Alternate # 4 in Proposal form.~~

Fireproofing

~~42. This GMP excludes any Intumescent paint.~~

Roofing

~~43. Tapered insulation will be provided where specifically shown on the Contract Documents.~~

~~44. Use of Manufacturer's standard details supercedes the Contract Documents to maintain warranty.~~

Terrazzo

~~45. GMP does not include F/I of Terrazzo.~~

General Trades

~~46. This GMP excludes construction of any temp loading docks.~~

~~47. This GMP excludes any trim at heads of walls. We will scribe the GWB to the decking profile.~~

~~48. The General Trades price includes removal of all vertical reveals in classrooms and hallways, as accepted by project team during scope negotiations. Maintains horizontal reveal at 30".~~

~~49. Revised B4 ceiling in Multipurpose room to a suspended "sloped" drywall grid, system per details on A422 and detail 10/A690. No insulation carried in sloped B4 ceilings. GBCO to verify~~

Theater Lighting

50. This GMP includes 1 mobilization to make adjustments in field with AE.

Storefront

~~51. GMP includes prefabrication of building components. In some circumstances (such as panelized wall systems) additional engineering and verification by the Engineer of Record will be required. The additional engineering cost from the Engineer of Record (if any) is excluded. All engineering associated with prefabrication of components is included and will be done by the individual suppliers of such components.~~

~~52. This GMP excludes adherence to any building codes other than Massachusetts Building Code.~~

~~53. This GMP excludes performance testing.~~

~~54. Special assembly warranties are excluded from this GMP.~~

~~55. Delegated Design is excluded from this GMP.~~

56. Color of storefront system is included as Kynar 500, Valspar 2 coat , custom color non -Sunstorm paint. GBCO to verify

Wood Flooring

~~57. This GMP excludes costs associated with any moisture mitigation activities~~

Carpeting Flooring

~~58. This GMP excludes any moisture mitigation.~~

Resinous Flooring

~~59. This GMP excludes pitching to drains, moisture mitigation and post installation floor protection.~~

HVAC

~~60. This GMP excludes duct cleaning.~~

~~61. Temporary heat will be provided in the winter 2022-2023 thru the new heating equipment within the building.~~

62. All commissioning activities are to be performed by the Owner and their 3rd party Commissioning Agent. Excluded from the GMP are any and all travel expenses and/or remobilizations required for the Commissioning Agent. The Substantial Completion Date is based on the Commissioning Agent's ability to perform their work in accordance with the Project Schedule.

~~63. Access panels will be provided, however there is no supplemental catwalk or permanent ladder system unless shown on the Contract Documents. Access panels are located based on equipment location not aesthetic preference.~~

Food Services

64. Final wipe down and cleaning of equipment is included. Final sanitizing is not included and is expected to be part of the Owners food service management company's scope of work.

Fire Protection

65. Fire Protection scope of work will be performed for only what is defined on the Contract Documents. Any additional work necessary to bring the remaining building up to code or advised by an AHJ is excluded.

~~66. No fire pump is included in the GMP.~~

67. New water service identified to be connected to the existing water service at Westbourne Terrace assumes the existing service is sufficient and capable of delivering flows and supply to meet the design criteria.

Plumbing

68. The GMP assumes the domestic water service for the building will be sufficient for connection of new work to, meets all applicable use and codes, and will be maintained by the Owner.

AV/TEL-Data/Security

69. SECURITY, IT/TEL-DATA, AUDIO-VISUAL SYSTEMS: Regarding these low-voltage electrical systems, the following are included and excluded from the GMP, as denoted below:

	System Design	120V Power-To Power-Systems	Pathways	Devices-(F & I)	Conductors, Terminations, Equipment, Testing, Commissioning
Security-System	Excluded from GMP.	Included in GMP, as shown on the Contract Documents.	Included in GMP, as shown on Contract Documents.	All devices included, except for future cameras.	Included in GMP. Security system locksets are excluded from GMP.
IT/Tel-Data-Systems	Excluded from GMP.	Included in GMP, as shown on Contract Documents.	Included in GMP, as shown on Contract Documents.	All devices included.	Included in GMP.
Audio-Visual-Systems	Excluded from GMP.	Included in GMP, as shown on Contract Documents.	Included in GMP, as shown on Contract Documents.	Conduit, junction Boxes, floor boxes, cable tray and power	Excluded from GMP.

Electrical

70. This GMP excludes lightning protection or grounding unless indicated in the Contract Documents.

71. Electrical power is included in this GMP per Electrical Drawings as listed in 26-00-01.

72. Lighting Controls systems are designed and coordinated by the Designer of Record. Any additional cost associated with cross-system device integration will be reconciled through Contract Change Order.

73. This GMP includes 1 mobilization to make adjustments to lighting with AE.

Sitework

74. Site Improvements pricing included VE to furnish and install precast curb in lieu of cast in place curb, as accepted by project team during scope negotiations.