

CERTIFIED CONTRACTS
2022-2023 School Year

Presented to the Board of Education for Approval on April 14, 2022

Employee Name			Position	Location	Contract		
Last Name	First Name	MI			Effective Date	Term	Salary
Bartholomew	Kurtis	W	Integrated Math	OHS	08/15/22	1-Year	\$74,561.00
Freese	Halle	N	Grade 6 LA	OOMS	08/15/22	1-Year	\$44,835.00
Kirk	Ezra	P	Intervention Specialist, OG	OHS	08/15/22	1-Year	\$72,386.00
Miller	Zachary	S	School Counselor	OLHS	08/15/22	1-Year	\$52,816.00
Pace	Joshua	T	Integrated ELA	OBHS	08/15/22	1-Year	\$61,702.00
Pray	Tyler	D	Computer Technology	OLMS	08/15/22	1-Year	\$72,386.00
Springfield	Kelly	A	Intervention Specialist, SLC	LTES	08/15/22	1-Year	\$44,835.00
VanderToorn	Mia	M	Physical Education	GOES	08/15/22	1-Year	\$54,990.00

CERTIFIED NEW TEACHER ACADEMY STIPEND PAID THROUGH MEMORANDUM BILLING
2022-2023 School Year

Presented to the Board of Education for Approval on April 14, 2022

Last Name	First Name	MI
Bartholomew	Kurtis	W.
Freese	Halle	N.
Kirk	Ezra	P.
Miller	Zachary	S.
Pace	Joshua	T.
Pray	Tyler	D.
Springfield	Kelly	A.
VanderToorn	Mia	M.

CERTIFIED POSITION(S) PAID THROUGH MEMORANDUM BILLING
2021-2022 School Year
Presented to the Board of Education for Approval on April 14, 2022

Employee			Position	Building	Courses / Sessions	Days	Hours	Salary	
Last Name	First Name	MI						Per Hour	Total
Academic Vocabulary Blueprint Planning (May 31-June 2, 2022)									
Addy	Elizabeth	E.	Instructor	OBMS	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Agranoff	Cheryl	L.	Instructor	FTES	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Bischoff	Mary	L.	Instructor	OLMS	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Castiglione	Donna	M.	Instructor	OOMS	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Cherubino	Joseph	A.	Instructor	OLMS	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Doak	Amy	M.	Instructor	CES	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Eau Claire	Kelly	L.	Instructor	WCES	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Fought	Julie	K.	Instructor	OMES	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Hedrick	Jennifer	E.	Instructor	AES	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Heinlen	Shannon	S.	Instructor	OCES	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Kirk	Jessie	E.	Instructor	LTES	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Lucas	Kara	N.	Instructor	GOES	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Martini	Jamie	R.	Instructor	OCES	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Miner	Marah	C.	Instructor	GOES	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Rindler	Cara	R.	Instructor	OMES	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Shondell	Bethany	A.	Instructor	AES	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Srivastava	Jenna	M.	Instructor	OBMS	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Stevens	Gregory	S.	Instructor	OHMS	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Thompson	Ramona	L.	Instructor	SMES	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Turner	Justin	F.	Instructor	OHMS	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Vargo	Susan	C.	Instructor	OOMS	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Welch	Jessica	L.	Instructor	OOMS	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Home Instruction									
Duell	Kelly	K.	Instructor	ACES	0.00	0.00	30.00	\$ 25.00	\$ 750.00
Graham	Caitlin	R.	Instructor	AES	0.00	0.00	20.00	\$ 25.00	\$ 500.00
Porter	Tyson	R.	Instructor	OBHS	0.00	0.00	50.00	\$ 25.00	\$ 1,250.00
Wilfer	Cindy		Instructor	OHMS	0.00	0.00	7.00	\$ 25.00	\$ 175.00

SUPPLEMENTAL CONTRACTS

2021-22 School Year

Presented to the Board of Education for Approval on April 14, 2022

Supplemental Area	Location	Coach / Advisor			Contract			
		Last Name	First Name	Middle	Group	Step	Amount	Season
Music								
Elementary Music Enrichment Advisor	FTES	Bash	Jason	J.	10	11	\$ 1,306.00	All Year
Basketball								
Girls 8th Grade Basketball Coach	OBMS	Stimmel	Mariam	P.	6	5	\$ 3,700.00	Winter
Baseball								
Boys 7th Grade Baseball Coach	OBMS	Maynard	William	D.	6	2	\$ 3,047.00	Spring
Track								Spring
Asst Track Coach	OBMS	Morgan	Kathy	A.	7	0	\$ 2,176.00	Spring
Asst Track Coach	OOMS	Snoke	Elizabeth	A.	1/2 of 7	0	\$ 1,088.00	Spring
Washington DC, 8th Grade Trip								
Washington DC Chaperone	OLMS	Evans	Sierra	V.	1/2 of 11	0	\$ 217.50	Spring
Washington DC Chaperone	OLMS	Hite	Kimberly	J.	11	2	\$ 522.00	Spring
Washington DC Chaperone	OLMS	Liu	Kelsey	H.	11	2	\$ 522.00	Spring
Washington DC Chaperone	OLMS	Mckendrick	Sarah	D.	11	5	\$ 653.00	Spring
Washington DC Chaperone	OLMS	Mills	Jared	G.	11	6	\$ 696.00	Spring
Washington DC Chaperone	OLMS	Nafziger	Adam	R.	11	16	\$ 871.00	Spring
Washington DC Chaperone	OLMS	Natale	Erin	E.	11	4	\$ 609.00	Spring
Washington DC Chaperone	OLMS	Racette	Margaret	E.	11	9	\$ 827.00	Spring
Washington DC Chaperone	OLMS	Thiele	Andrew	E.	11	6	\$ 696.00	Spring
Washington DC Chaperone/Volunteer	OLMS	Crothers	Nichole	M.	N/A	N/A	\$ -	Spring
Washington DC Chaperone/Volunteer	OLMS	Mcclaskey	Sarah	E.	N/A	N/A	\$ -	Spring
Washington DC Chaperone/Volunteer	OLMS	Tate	Elisabeth	A.	N/A	N/A	\$ -	Spring
Washington DC Chaperone	OOMS	Beckstedt	Lana	A.	11	4	\$ 609.00	Spring
Washington DC Chaperone	OOMS	Charnier	Devoney	E.	11	0	\$ 435.00	Spring
Washington DC Chaperone	OOMS	Dennis	Dianna	L.	11	2	\$ 522.00	Spring
Washington DC Chaperone	OOMS	Derrico	Nick	D.	11	11	\$ 871.00	Spring
Washington DC Chaperone	OOMS	Dulin	Linda	K.	11	18	\$ 871.00	Spring
Washington DC Chaperone	OOMS	Marconi	Kristin	E.	11	6	\$ 696.00	Spring
Washington DC Chaperone	OOMS	Mcclaskey	Diane	E.	11	0	\$ 435.00	Spring
Washington DC Chaperone	OOMS	Sansbury	Christopher	M.	11	0	\$ 435.00	Spring
Washington DC Chaperone	OOMS	Snoke	Elizabeth	A.	11	0	\$ 435.00	Spring
Washington DC Chaperone	OOMS	Syroka	Kelly	S.	11	0	\$ 435.00	Spring
Washington DC Chaperone/Volunteer	OOMS	Bridges	Pamela	J.	N/A	N/A	\$ -	Spring
Washington DC Chaperone/Volunteer	OOMS	Green	David	L.	N/A	N/A	\$ -	Spring
Washington DC Chaperone/Volunteer	OOMS	Helline	Todd	J.	N/A	N/A	\$ -	Spring
Washington DC Chaperone/Volunteer	OOMS	Lesseuer	Katie	A.	N/A	N/A	\$ -	Spring
Washington DC Chaperone/Volunteer	OOMS	Mong	Sara	M.	N/A	N/A	\$ -	Spring
Washington DC Chaperone/Volunteer	OOMS	Peterson	Kelli	M.	N/A	N/A	\$ -	Spring
Washington DC Chaperone/Volunteer	OOMS	Sheppard	Nina	K.	N/A	N/A	\$ -	Spring
Washington DC Chaperone/Volunteer	OOMS	Spahr	Brecka	M.	N/A	N/A	\$ -	Spring
Washington DC Chaperone/Volunteer	OOMS	Williams	Christina	M.	N/A	N/A	\$ -	Spring

PUPIL ACTIVITY SUPERVISOR CONTRACTS
2021-22 School Year
Recommended for Board of Education Approval on April 14, 2022

Supplemental Area	Location	Coach / Advisor			Contract			
		Last Name	First Name	Middle	Group	Step	Amount	Season
Basketball								
Boys 8th Grade Basketball Coach	OSMS	Cornelius	Jason	M.	1/4 of 6	0	\$ 653.00	Winter
Faculty Manager								
Faculty Manager	OOHS	Lachapelle	Peter		1/2 of 4	1	\$1,850.00	Spring
Faculty Manager	OOHS	Saunders	Vicki	L.	4	3	\$4,135.00	Spring
Lacrosse							0	
Boys Asst Lacrosse Coach	OHS	Druckenbroad	Jackson	A.	4	0	\$3,482.00	Spring
Girls Head Lacrosse Coach	OOHS	Harrington	Michael	J.	2	1	\$5,441.00	Spring
Softball								
Girls Asst Softball Coach	OHS	Bartel	Kristen	E.	1/2 of 4	0	\$1,741.00	Spring
Track								
Asst Track Coach	OOMS	Schoenleb	Michael	D.	1/2 of 7	0	\$1,088.00	Spring
Volleyball								
Boys Asst Volleyball Coach	OHS	Siles	Juan	L.	N/A	N/A	\$0.00	Spring
Washington, DC. 8th Grade Trip								
Washington DC Chaperone	OLMS	Fraser	Diane	H.	1/2 of 11	9	\$413.50	Spring
Washington DC Chaperone/Volunteer	OLMS	Capretta	Susan	J.	N/A	N/A	\$0.00	Spring
Washington DC Chaperone/Volunteer	OLMS	Newman	Maxwell	G.	N/A	N/A	\$0.00	Spring
Washington DC Chaperone/Volunteer	OOMS	Blendick	Jeff	D.	N/A	N/A	\$0.00	Spring
Washington DC Chaperone/Volunteer	OOMS	Boyd	Kris	E.	N/A	N/A	\$0.00	Spring
Washington DC Chaperone/Volunteer	OOMS	Cole	William	J.	N/A	N/A	\$0.00	Spring
Washington DC Chaperone/Volunteer	OOMS	Dennis	Scott	M.	N/A	N/A	\$0.00	Spring
Washington DC Chaperone/Volunteer	OOMS	Heller	Linda	M.	N/A	N/A	\$0.00	Spring
Washington DC Chaperone/Volunteer	OOMS	Medley	Jill	K.	N/A	N/A	\$0.00	Spring
Washington DC Chaperone/Volunteer	OOMS	Rambo	Lisa	H.	N/A	N/A	\$0.00	Spring

To Be declared Impractical for Transportation Services
in accordance with the November 29, 2005 Board of Education Resolution
Presented to the Board of Education for Approval on April 14, 2022

Last Name	First Name	Grade	Parent Name	Building
Castor	Isabella	Tenth Grade	Jasmine Castor	Genoa Christian Academy
Jones	Phineas	Sixth Grade	Christine Jones	Genoa Christian Academy
Jones	Grace	Eighth Grade	Christine Jones	Genoa Christian Academy
Parsons	Sage	PRE-K	Robert Graceson Parsons	The Learning Spectrum

OLENTANGY LIBERTY HIGH SCHOOL STUDENT CLUB APPLICATION FORM

Please complete the following application and submit to Mr. Kim for review.
Thank you.

Name of Club: National Science Honor Society

Name of Applicant(s): Mark Greer, ~~Mark Kim~~ said the student advisor
later

Purpose of Statement: See Attached

Description of Activities: See Attached

Faculty Advisor (This faculty member has agreed to act in a supervisory capacity
for the club and its members.)

Mark J. Greer
Faculty Advisor Signature

Mark J. Greer
Printed Name

Date Submitted: 10 MAR 22

Date Approved: 3/15/22

[Signature]

PURPOSE: The purpose of this organization shall be to encourage participation in and recognition of scientific and intellectual thought. It is to advance the students' knowledge of classical and modern science, to communicate with the scientific community, and to aid the civic community with its comprehension of science. It is to encourage students to participate in community service and, in turn, encourage a dedication to the pursuit of scientific knowledge that benefits all mankind.

ACTIVITIES: Quarterly meetings, yearly chapter project, science tutoring and other volunteer opportunities.

Student Overnight and Out-of-State Trip Requests
04-14-22

EX. C.2 - April 14, 2022
1 of 1

School	Beginning Date of Trip	Return Date	School Days Missed	# of Volunteers	Event	Location	Transportation	Approximate Number of Students
All High Schools	4/19/2022	4/23/2022	3	4	Ozone Robotics/FIRST Championship	Houston, TX	Air	12
OHS	6/14/2022	6/15/2022	0	0	Senior Football Cabin Trip	Logan, OH	Parents	14
OA	6/23/2022	6/28/2022	0	0	Educators Rising National Conference	Washington, DC	Charter Bus	10-12



ROBERTSON



OLENTANGY SCHOOLSSM

Project:

Olentangy Local School District
Playground Renovations & Media Centers Renovations



**Proposal for
GMP #1 Playground Renovations & Media Center Renovations**

presented to:

Olentangy Local School District

Monday April 4, 2022



AIA Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of ~~in the year~~, last date signed by Owner at the end of this Amendment is incorporated into the accompanying AIA Document A133™-2019, A133™-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the day of in the year (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Playground and Media Centers Renovation Project
Various elementary schools throughout the District
and Liberty Middle School Media Center

THE OWNER:
(Name, legal status, and address)

Olentangy Local School District Board of Education
7840 Graphics Way; Lewis Center, OH 43035

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Robertson Construction Services, Inc.
1801 Thornwood Drive; Heath, OH 43056

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section ~~3.2.6-2.2.1~~ of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement. The Guaranteed Maximum Price covered by this Amendment is for the following scope of work:

§ A.1.1.1 The Contract Sum for this GMP Amendment #1 is guaranteed by the Construction Manager not to exceed (\$), subject to additions and deductions by Change Order as provided in the Contract Documents. **\$1,337,968.21**

One Million three hundred thirty-seven thousand nine hundred sixty-eight dollars and twenty-one cents

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3-2.1-2.2.3 of the Agreement.
(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6-1.2-5.1.1 of the Agreement.
\$38,969.95

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6-1.3-5.1.2 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	See exhibit A1.1.5.1	Price	N/A
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§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	N/A	Price	N/A	Conditions for Acceptance	N/A
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§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	See exhibit A1.1.6	Units and Limitations	N/A	Price per Unit (\$0.00)
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ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

**Notice of Commencement (for this GMP to enable the issuance of contracts)
to be issued April 15, 2022**

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

Init.

[X] By the following date: **PK Playgrounds August 12, 2022`**
Media Centers August 12, 2022

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement. ~~11.5.8 of the Agreement.~~

§ A.2.4 Final Completion

§ A.2.4.1 The Date for Final Completion shall be within **30** calendar days from the Date of Substantial Completion.

§ A.2.4.2 If the Construction Manager fails to achieve Final Completion as provided in this Section A.2.4, liquidated damages, if any, shall be assessed as set forth in Section 11.5.8 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract: **N/A**

Document	Title	Date	Pages
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§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See exhibit A3.1.2

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See exhibit A3.1.2

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any: **N/A**
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
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Other identifying information:

Init.

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price: **See exhibit A3.1.5**
(Identify each allowance.)

Item

Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)
See exhibit A3.1.6

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)
See exhibit A3.1.7 for GMP Summary and Itemized costs

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

Robertson (Self-perform)
Snider Equipment for Playgrounds
Jones Schlater Flooring

This Amendment to the Agreement entered into as of the ~~day and year first written above~~ last date of execution by the Owner below.

OWNER (Signature)

Olentangy Local School District Board of Education
By: Jeff Gordon, Director of Business Management and
Facilities
(Printed name and title)

Date

CONSTRUCTION MANAGER (Signature)

Robertson Construction Services, Inc.
By: Christian Robertson, President & CEO
(Printed name and title)

Date

CERTIFICATE OF FUNDS

(ORC Section 5705.41)

The undersigned Treasurer for the Olentangy Local School District, located in Delaware County, Ohio, hereby certifies in connection with the preceding GMP Amendment that the amount required to meet the obligations under the contract for the preconstruction services described in the Amendment, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Date: _____

Treasurer/CFO
Olentangy Local School District

GMP Amendment A1.1: GMP Scopes of Work

The following scope of services contains the extent of the work that Robertson intends to provide within the GMP Amendment for the Olentangy Local School District Playground & Media Center Renovations No. 01.0:

Individual Bid Packages to be awarded for this project:

Bid Package No. 01.0: Playground Equipment and Surfacing Package

Bid Package No. 02.0: Playground Demolition & General Trades Package

Bid Package No. 03.0: Media Center General Trades Package

Bid Package No. 04.0: Media Center Flooring Package



GMP Amendment Exhibit A1.1.5: Schedule of Allowances

The following Schedule of Alternates identifies the alternates that may be accepted by the Owner following execution of the GMP Amendment No. 01.0 for the Olentangy Local School District Playground & Media Center Renovations project:

CMR ALLOWANCE SCHEDULE:

Allowance 1 – A \$2,2000 dollar allowance for Media Center bookshelf removal and installation is included within the Media Centers General Trades bid. This allowance is comprised of 3 men for 8 hours to removed the bookshelves and take them to a storage area adjacent to the media center before work commences. At the completion of work it also has 3 men for 8 hours to reinstall the bookcases.



GMP Amendment Exhibit A1.1.5.1: Schedule of Alternates

The following Schedule of Alternates identifies the alternates that may be accepted by the Owner following execution of the GMP Amendment No. 01.0 for the Olentangy Local School District Playground & Media Center Renovations project:

CMR ALTERNATE SCHEDULE:

No Alternates Included within this GMP



GMP Amendment A1.1.6: Schedule of Unit Prices

The following Schedule of Unit Prices identifies the unit prices bid as part of the GMP Amendment No. 01.0 Olentangy Local School District Playground & Media Center Renovations project:

No Unit prices included with this GMP

Please note that the above Unit Price amount(s) do not include any CMR Contingency or CMR Fee.



GMP Amendment Exhibit A3.1.2: Basis Documents

Robertson utilized the following documents to prepare GMP Amendment No. 01.0 Olentangy Local School District Playground & Media Center Renovations project:

Project Manual, prepared by Robertson Construction Services, dated March 14, 2022.

Technical Specifications, prepared by Fanning Howey Architects, dated January 19, 2022, which include:

DIVISION 00 PROJECT MANUALS

00 01 01	Project Title Page (RCS)
00 01 01	Project Title Page PK Playground Renovation(F/H)
00 01 10	Table of Contents (RCS)
00 01 10	Table of Contents PK Playground Renovations(F/H)
00 11 16	Notice to Bidders (RCS)
00 21 13	Instructions to Bidders (RCS)
00 31 13	Project Schedule (RCS)
00 31 14	Site Logistics Plan (RCS)
00 41 13	Bid Form (RCS)
00 45 00	Prequalification Form (RCS)
00 52 54	Robertson Construction Services, Inc's Subcontract Agreement & Exhibits (RCS)
00 61 13.13	Performance Bond Form – Draft (RCS)
00 61 13.16	Payment Bond Form – Draft (RCS)
00 72 53	General Conditions (RCS)
00 73 19	Site Specific Safety Requirements (RCS)

DIVISION 01 GENERAL REQUIREMENTS (Fanning Howey Documents Unless Noted Otherwise)

01 10 00	Summary (F/H)
01 12 00	Bid Package Descriptions (RCS)

DIVISION 11 EQUIPMENT

11 68 00	Play Field Equipment and Structures (including base manufacturers' plans and renderings)
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DIVISION 31 EARTHWORK

31 10 00	Site Clearing
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DIVISION 32 EXTERIOR IMPROVEMENTS

32 13 13	Concrete Paving
32 18 16	Playground Protective Surfacing



GMP Amendment Exhibit A3.1.2: Basis Documents

Plans, prepared by Fanning Howey Architects, dated January 19, 2021 unless noted otherwise, which include the following drawings for Playground Renovations:

GENERAL

	Building Locations Map
GD1.01	Alum Creek ES – Demolition Plan
G1.01	Alum Creek – New Layout Plan
GD1.02	Arrowhead ES – Demolition Plan
G1.02	Arrowhead – New Layout Plan
GD1.03	Scioto Ridge ES – Demolition Plan
G1.03	Scioto Ridge ES – New Layout Plan
GD1.04	Wyandot Run ES – Demolition Plan
G1.04	Wyandot Run ES – New Layout Plan

Plans, prepared by Fanning Howey Architects, dated January 19, 2021, unless noted otherwise, which include the following drawings for Media Center Renovations:

General Building layout for the following OLSD Elementary Schools

Cheshire Elementary School
 Freedom Trail Elementary School
 Glen Oak Elementary School
 Heritage Elementary School
 Indian Springs Elementary School
 Johnny Cake Elementary School
 Liberty Tree Elementary School
 Oak Creek Elementary School
 Olentangy Meadows Elementary School
 Tyler Run Elementary School
 Walnut Creek Elementary School

General Media Center plan with dimensions for the following OLSD Elementary Schools

Cheshire Elementary School
 Freedom Trail Elementary School
 Glen Oak Elementary School
 Heritage Elementary School
 Indian Springs Elementary School
 Johnny Cake Elementary School
 Liberty Tree Elementary School
 Oak Creek Elementary School
 Olentangy Meadows Elementary School
 Tyler Run Elementary School
 Walnut Creek Elementary School



GMP Amendment Exhibit A3.1.2: Basis Documents

Riser detail at media center wall for the following OLSD Elementary Schools

- Cheshire Elementary School
- Freedom Trail Elementary School
- Glen Oak Elementary School
- Heritage Elementary School
- Indian Springs Elementary School
- Johnny Cake Elementary School
- Liberty Tree Elementary School
- Oak Creek Elementary School
- Olentangy Meadows Elementary School
- Tyler Run Elementary School
- Walnut Creek Elementary School

General Building layout for the following OLSD Elementary Schools

- Wyandot Run Elementary School
- Alum Creek Elementary School

General Media Center plan with dimensions for the following OLSD Elementary Schools

- Wyandot Run Elementary School

General Media Center plan with dimensions for the following OLSD Elementary Schools

- Alum Creek Elementary School

General Building layout for the following OLSD Elementary Schools

- Arrowhead Elementary School
- Scioto Ridge Elementary School

General Media Center plan with dimensions for the following OLSD Elementary Schools

- Arrowhead Elementary School
- Scioto Ridge Elementary School

Copy of email from Daniel Berend to Jeff Gordon showing square footage of rooms associated with Liberty Middle School Media Center

Tarkett Corollary #11577 Product Specification Information

Tarkett Technical Services Bulletin for C-EX Pressure Sensitive Adhesive

Tarkett Installation & Floor Preparation Instructions

Tarkett Traditional Vinyl & Duracove Rubber Product Information

Tarkett Traditional Vinyl & Duracove Rubber Color Information

Tarkett Resilient wall base installation instructions

Tarkett Traditional Vinyl & Duracove Rubber Product Specification

Tarkett 960 Cove Base Adhesive Product Specification



GMP Amendment Exhibit A3.1.6: Assumptions & Clarifications

The project is based on the following assumptions and clarifications for GMP Amendment No. 01.0 Early Site for the Olentangy Local School Playground & Media Center Renovations project:

General Exclusions:

1. The following general scope items are not included as part of this GMP and are assumed to be by others or by Owner:
 - Design contingency
 - Builders Risk Insurance
 - Professional Liability Insurance (Unless specifically called out for an individual trade)
 - Remediation and removal of any contaminated materials
 - Permits
 - EPA/Storm Water Pollution Permit
 - Utility Service Charges
 - Utility Consumption for Gas, Water or Electric
 - Environmental Site Assessments
 - Geotechnical Site Investigation and soils testing
 - Material inspections & testing
2. Custom colors of materials not specifically identified in the documents are not included.
3. Additional well points and subsurface dewatering is excluded. Surface water caused by rain is to be removed, as needed, as part of this GMP.
4. Removing, handling, testing of any hazardous materials.
5. Removal and/or relocation of any existing utility lines not indicated on the drawings. This will be by Owner or their utility company.

Clarifications:

1. Project is a non-prevailing wage and is sales tax exempt.
2. Project Notice To Proceed to be issued no later than April 15, 2022 based on Board Approval at the April 14, 2022 Board Meeting.
3. Schedule delays beyond our control may occur due to the current Coronavirus situation. We reserve the right to modify our schedule due to any changes or increases in the Federal or State mandated guidelines.
4. All costs for testing to be paid by the Owner. RCS will coordinate with Architect or directly with Owner provided testing company for required inspections.
5. Weather days have been included as part of the Bid Schedule as follows: June (4), July (4), August (3). Any weather days above those accounted for per month would be added to the completion dates. Weather days for this GMP



GMP Amendment Exhibit A3.1.6: Assumptions & Clarifications

would be non-cumulative. Due to sensitivity of poured in place surfacing top coat weather days may be claimed due to projected forecasts and not just based on actual rainfall for the day.

6. Background check requirements of construction personnel is not included as part of this GMP. If Co-owners elect to set up a background check requirement for all construction staff, a mutually agreeable list of minimum requirements will need to be established. The cost of completing background checks is not included in the GMP.
7. This GMP does not include any work to existing playground subdrainage systems. It is assumed that existing subdrainage system was installed at uniform depths at each playground. If subdrainage is damaged due to varying depths of installation cost for repair to be by Owner. If subdrainage is damaged due to contractor negligence cost to repair is to be by Contractor causing damage.
8. Seeding and fence removal and replacement is included with this GMP. No other landscape is included in this GMP. Owner will take responsibility to protect new seeding once installed. Contractor to provide watering as needed for germination and growth. This will occur at the access points for each playground. Due to the locations of the playgrounds access will be needed from the bus loop or parking lot at all locations. The permanent fence will have a section removed and upon completion reinstalled. The grass from the sidewalk to the playground will be used to access the playground. These areas will be restored upon completion of work.
9. Robertson Construction would require all personnel coming on site to abide by COVID-19 Safety measures if this necessitated by Robertson Construction.
10. It is assumed that all bookcases will be identified prior to work commencing. This will include bookcases that are to be removed and turned over to Owner as well as bookcases that are to be removed and reinstalled.
11. New concrete at pits will be dowelled in at 4'-0 on center with rebar to control movement.
12. New concrete at pits will be covered with an epoxy inhibitor soon after the concrete is poured to allow for flooring to proceed within the scheduled timeframes.
13. Access routes have been shown on drawings of buildings provided by Fanning & Howey for bid purposes. If these routes need modified this will need done prior to commencing work. Access points can be altered but flooring protection distance must stay like what is shown.
14. Bookcase storage areas have been shown on drawings of buildings provided by Fanning & Howey for bid purposes. If these storage locations need modified this will need done prior to commencing work. Storage locations can be altered but travel distances need to remain similar.
15. An allowance has been included in the Media Center General Trades package. This allowance is for bookshelf removal and replacement. The allowance includes 3 guys for 8 hours to remove bookcases at beginning of project and 3 guys for 8 hours at end of project to reinstall the bookcases. This allowance value is \$2,200 per elementary school.
16. Liberty Middle School only includes the allowance to remove and reinstall bookshelves, flooring demo and replacement, including base.



GMP Amendment Exhibit A3.1.6: Assumptions & Clarifications

17. It is assumed that at all schools the perimeter bookshelves will remain in place and flooring will not go under these bookshelves.
18. All loose furnishings to be removed by Owner. If loose furnishings are to be removed by this GMP it would be done through allowance provided for bookshelves.
19. All rooms that currently have hard flooring (VET,VCT) will remain as is. No flooring replacement will occur in these rooms that are within the media center area (direct door from interior of media center to the room).
20. No Mechanical, Electrical, Plumbing, or Technology work included in this scope.



GMP Amendment Exhibit A3.1.7: Project Estimate

Robertson assembled its costs within GMP Amendment No. 01.0 for the Olentangy Local School District Playground & Media Center Renovations project based on the following information:

1. Exhibit C1 – GMP Summary Worksheet
2. Exhibit C2 – Cost of work breakdown per project.
3. Exhibit C3 – CMR General Conditions, Staff, Fee and Contingency



Olentangy Playgrounds and Media Centers

Updated 3/31/2022

Preliminary Raw Summary Of Bids



Playgrounds		Alum Creek	Arrowhead	Cheshire	Freedom Trail	Glen Oak	Heritage	Indian Springs	Johnny Cake	Liberty Tree	Oak Creek	Olentangy Meadows	Scioto Ridge	Tyler Run	Walnut Creek	Wyandot Run	Liberty Middle	Media Centers
RCS General Trades	\$124,900.00	\$12,500.00	\$12,500.00	\$17,300.00	\$17,300.00	\$17,300.00	\$17,300.00	\$17,300.00	\$17,300.00	\$17,300.00	\$17,300.00	\$17,300.00	\$12,500.00	\$17,300.00	\$17,300.00	\$12,500.00	\$5,400.00	\$245,700.00
Jones Schlater		\$14,584.51	\$14,584.51	\$15,118.20	\$15,118.20	\$15,118.20	\$15,118.20	\$15,118.20	\$15,118.20	\$15,118.20	\$15,118.20	\$15,118.20	\$14,584.51	\$15,118.20	\$15,118.20	\$14,584.51	\$23,629.47	\$248,267.71
DWA (Not Included In Calculation)	\$485,134.58																	
Snider	\$456,750.00																	
GC's and Staff	\$52,179.00	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$208,716.00
Totals	\$633,829.00	\$40,129.26	\$40,129.26	\$45,462.95	\$45,462.95	\$45,462.95	\$45,462.95	\$45,462.95	\$45,462.95	\$45,462.95	\$45,462.95	\$45,462.95	\$40,129.26	\$45,462.95	\$45,462.95	\$40,129.26	\$42,074.22	\$702,683.71

General Conditions and Staff	\$197,910.00
2% Contingency	\$24,735.00
3% Fee	\$38,250.00
Total	\$260,895.00
Number of Projects	\$20.00
Cost per project	\$13,044.75
Playgrounds equal 4 projects	

Olentangy Playgrounds and Media Centers

4/6/2022

Project Breakout Of Bids



Playgrounds

Olentangy PK Playgrounds renovations	\$633,829.00
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Media Centers

Olentangy Media Center Renovations

Alum Creek Elementary		\$40,129.26
Arrowhead Elementary		\$40,129.26
Cheshire Elementary		\$45,462.95
Freedom Trail Elementary		\$45,462.95
Glen Oak Elementary		\$45,462.95
Heritage Elementary		\$45,462.95
Indian Springs Elementary		\$45,462.95
Johnny Cake Elementary		\$45,462.95
Liberty Tree Elementary		\$45,462.95
Oak Creek Elementary		\$45,462.95
Olentangy Meadows Elementary		\$45,462.95
Scioto Ridge Elementary		\$45,462.95
Tyler Run Elementary		\$42,313.70
Walnot Creek Elementary		\$42,313.70
Wyandot Run Elementary		\$45,462.95
Liberty Middle School		\$42,074.22

Document 00 43 23 - Proposal Form (CM at Risk Contract)**State of Ohio Standard Requirements for Public Facility Construction**

Project Name: OLSD Media Centers/Playgrounds	Project Number: 21-117	Construction Budget (CB): \$1,298,998
CM Proposer: Robertson Construction Services		Submission Date: 4/6/2022

1. Preconstruction Stage Compensation

a. Preconstruction Fee (Lump Sum)	Subtotal (1a)
<i>Include all Home Office Overhead and Profit</i>	<i>Fee (\$)</i> =

b. Preconstruction Stage Personnel Costs Cap (Allowance)

Staff	Role	Hours	x	Rate (\$)	=	Subtotal
Christian Robertson	Officer In Charge	8		\$0		\$0
Clay Keith	Senior Management Lead	60		\$112		\$6,720
Dean Locher	Operations Manager	4		\$116		\$464
TBD	Project Management Lead	40		\$85		\$3,400
TBD	Project Technical Lead	40		\$60		\$2,400
Cindy Hovey	Project Administration Lead	20		\$36		\$720
Theresa Ruby	Accounting	4		\$41		\$176
Mike Miller	Estimator	24		\$66		\$1,584
Total Hours		= 200		Subtotal (1b)	=	\$15,464

c. Preconstruction Stage Reimbursable Expenses Cap (Allowance)

Description	Quantity	x	Unit Price (\$)	=	Subtotal
Cost of Bonds for initial CM Agreement	1		\$8,450		\$257
Printing	1		\$350		\$350
					\$0
					\$0
					\$0
Subtotal (1c)					= \$607

Total Proposed Preconstruction Stage Compensation	Fees (1a)	+	Subtotal (1b)	+	Subtotal (1c)	=	Subtotal (1)
	\$0		\$15,464		\$607		\$16,071

2. Contract Sum (Construction Stage Compensation)**a. Construction Stage Personnel Costs Cap (Allowance)**

Staff	Role	Hours	x	Rate (\$)	=	Subtotal
Christian Robertson	Officer In Charge	4		\$0		\$0
Clay Keith	Senior Management Lead	79		\$112		\$8,803
Dean Locher	Operations Manager	20		\$116		\$2,320
TBD	Project Management Lead	560		\$102		\$57,120
TBD	Project Superintendent (Playgrounds/Media)	480		\$0		\$0
TBD	Project Superintendent (Media Centers)	480		\$70		\$33,600
Chad Lupher	PM/PE (Playground Supervision)	640		\$60		\$38,400
Cindy Hovey	Project Administration Lead	76		\$40		\$3,040
Theresa Ruby	Accounting	30		\$41		\$1,234
Mikie Lott	General Superintendent	17		\$68		\$1,170
Kenny Williams	Safety Manager	24		\$47		\$1,128
						\$0
Total Hours		= 2410		Subtotal (2a)	=	\$146,815

b. General Conditions Costs (Allowance)

Description	Quantity	x	Unit Price	=	Subtotal
Construction Bonds (lump sum to extend Bonds to 100% of Contract Sum)	1		\$18,254		\$18,254
Builder's Risk Insurance (lump sum - N/A for PK-12 Schools)	0		\$0		\$0
Temporary Facilities - Trailers & Sanitary Facilities (monthly expense)	4		\$120		\$480
Jobsite Trailer Utilities (monthly expense)	0				W/Trades
Office & Janitorial Supplies / Furnishings & Equipment / Water (mo. exp.)	4		\$100		\$400
Office Communications Equipment/Printing/Postage/Photographs (mo. exp.)	4		\$360		\$1,440
Office First Aid / Fire Protection / Safety / Signage (lump sum)	3		\$150		\$450
Project Site Progress & Final Cleaning (monthly expense)	0		\$0		W/Trades
Dumpsters - including recycling for LEED (monthly expense)	35		\$400		\$14,000
Construction Fence / Access Points / Washout Areas (monthly expense)	0		\$0		W/Trades
Subtotal (2b)					= \$35,024

c. CM Contingency (% of the Cost of the Work)

% of Const. Budget remaining after deducting CM Fee

Contingency (%)	x	CB - 2d	=	Subtotal (2c)
2.00%		\$1,273,528		\$25,471

d. CM at Risk Fee (% of the Cost of the Work + Contingency)*Include all Home Office Overhead and Profit*

CM Fee (%)	x	CB	=	Subtotal (2d)
3.00%		\$1,298,998		\$38,970

Total Proposed Construction Stage CM Compensation	Subtotal (2a)	+	Subtotal (2b)	+	Fees (2d)	=	Subtotal (2)
<i>Excluding Subcontracts, Self-Performed Work, Contingency</i>	\$146,815		\$35,024		\$38,970		\$220,809

Additional Information (required - not calculated on this Proposal Form)**Schedule Enhancements***Price adjustment for alternative schedule proposed by CM***CM Adviser Fee***Excluding Personnel Costs and Reimbursable Expense (% of Constr. Budget)*

CMa Fee (%)	x	Const. Budget	=	Subtotal
N/A		N/A		N/A

Contractor Default Insurance (CDI)*CDI, % of Construction Budget (If proposed by CMR)*

Preconstruction	Construction
N/A	0.00%

Total Price Proposal

Pre-Construction	+	Construction	=	Total Price
Price component of Best Value Selection		\$16,071		\$220,809
				\$236,880



ROBERTSON



OLENTANGY SCHOOLSSM

Project:

Olentangy Local School District
Playground Renovations & Media Centers Renovations



**Proposal for
GMP #1 Playground Renovations & Media Center Renovations**

presented to:

Olentangy Local School District

Monday April 4, 2022



AIA Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of ~~in the year~~, last date signed by Owner at the end of this Amendment is incorporated into the accompanying AIA Document A133™-2019, A133™-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the day of in the year (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Playground and Media Centers Renovation Project
Various elementary schools throughout the District
and Liberty Middle School Media Center

THE OWNER:
(Name, legal status, and address)

Olentangy Local School District Board of Education
7840 Graphics Way; Lewis Center, OH 43035

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Robertson Construction Services, Inc.
1801 Thornwood Drive; Heath, OH 43056

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6-2.2.1 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement. The Guaranteed Maximum Price covered by this Amendment is for the following scope of work:

§ A.1.1.1 The Contract Sum for this GMP Amendment #1 is guaranteed by the Construction Manager not to exceed (\$), subject to additions and deductions by Change Order as provided in the Contract Documents. **\$1,337,968.21**

One Million three hundred thirty-seven thousand nine hundred sixty-eight dollars and twenty-one cents

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3-2.1-2.2.3 of the Agreement.
(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6-1.2-5.1.1 of the Agreement.
\$38,969.95

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6-1.3-5.1.2 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	See exhibit A1.1.5.1	Price	N/A
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§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	N/A	Price	N/A	Conditions for Acceptance	N/A
------	-----	-------	-----	---------------------------	-----

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	See exhibit A1.1.6	Units and Limitations	N/A	Price per Unit (\$0.00)
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ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

**Notice of Commencement (for this GMP to enable the issuance of contracts)
to be issued April 15, 2022**

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

Init.

[X] By the following date: **PK Playgrounds August 12, 2022`**
Media Centers August 12, 2022

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement. ~~11.5.8 of the Agreement.~~

§ A.2.4 Final Completion

§ A.2.4.1 The Date for Final Completion shall be within **30** calendar days from the Date of Substantial Completion.

§ A.2.4.2 If the Construction Manager fails to achieve Final Completion as provided in this Section A.2.4, liquidated damages, if any, shall be assessed as set forth in Section 11.5.8 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract: **N/A**

Document	Title	Date	Pages
----------	-------	------	-------

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See exhibit A3.1.2

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See exhibit A3.1.2

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any: **N/A**

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

Init.

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price: **See exhibit A3.1.5**
(Identify each allowance.)

Item

Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)
See exhibit A3.1.6

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)
See exhibit A3.1.7 for GMP Summary and Itemized costs

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

Robertson (Self-perform)
Snider Equipment for Playgrounds
Jones Schlater Flooring

This Amendment to the Agreement entered into as of the ~~day and year first written above~~ last date of execution by the Owner below.

OWNER (Signature)

Olentangy Local School District Board of Education
By: Jeff Gordon, Director of Business Management and
Facilities
(Printed name and title)

Date

CONSTRUCTION MANAGER (Signature)

Robertson Construction Services, Inc.
By: Christian Robertson, President & CEO
(Printed name and title)

Date

CERTIFICATE OF FUNDS (ORC Section 5705.41)

The undersigned Treasurer for the Olentangy Local School District, located in Delaware County, Ohio, hereby certifies in connection with the preceding GMP Amendment that the amount required to meet the obligations under the contract for the preconstruction services described in the Amendment, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Date: _____

Treasurer/CFO
Olentangy Local School District

Init.

GMP Amendment A1.1: GMP Scopes of Work

The following scope of services contains the extent of the work that Robertson intends to provide within the GMP Amendment for the Olentangy Local School District Playground & Media Center Renovations No. 01.0:

Individual Bid Packages to be awarded for this project:

Bid Package No. 01.0: Playground Equipment and Surfacing Package

Bid Package No. 02.0: Playground Demolition & General Trades Package

Bid Package No. 03.0: Media Center General Trades Package

Bid Package No. 04.0: Media Center Flooring Package



GMP Amendment Exhibit A1.1.5: Schedule of Allowances

The following Schedule of Alternates identifies the alternates that may be accepted by the Owner following execution of the GMP Amendment No. 01.0 for the Olentangy Local School District Playground & Media Center Renovations project:

CMR ALLOWANCE SCHEDULE:

Allowance 1 – A \$2,2000 dollar allowance for Media Center bookshelf removal and installation is included within the Media Centers General Trades bid. This allowance is comprised of 3 men for 8 hours to removed the bookshelves and take them to a storage area adjacent to the media center before work commences. At the completion of work it also has 3 men for 8 hours to reinstall the bookcases.



GMP Amendment Exhibit A1.1.5.1: Schedule of Alternates

The following Schedule of Alternates identifies the alternates that may be accepted by the Owner following execution of the GMP Amendment No. 01.0 for the Olentangy Local School District Playground & Media Center Renovations project:

CMR ALTERNATE SCHEDULE:

No Alternates Included within this GMP



GMP Amendment A1.1.6: Schedule of Unit Prices

The following Schedule of Unit Prices identifies the unit prices bid as part of the GMP Amendment No. 01.0 Olentangy Local School District Playground & Media Center Renovations project:

No Unit prices included with this GMP

Please note that the above Unit Price amount(s) do not include any CMR Contingency or CMR Fee.



GMP Amendment Exhibit A3.1.2: Basis Documents

Robertson utilized the following documents to prepare GMP Amendment No. 01.0 Olentangy Local School District Playground & Media Center Renovations project:

Project Manual, prepared by Robertson Construction Services, dated March 14, 2022.

Technical Specifications, prepared by Fanning Howey Architects, dated January 19, 2022, which include:

DIVISION 00 PROJECT MANUALS

00 01 01	Project Title Page (RCS)
00 01 01	Project Title Page PK Playground Renovation(F/H)
00 01 10	Table of Contents (RCS)
00 01 10	Table of Contents PK Playground Renovations(F/H)
00 11 16	Notice to Bidders (RCS)
00 21 13	Instructions to Bidders (RCS)
00 31 13	Project Schedule (RCS)
00 31 14	Site Logistics Plan (RCS)
00 41 13	Bid Form (RCS)
00 45 00	Prequalification Form (RCS)
00 52 54	Robertson Construction Services, Inc's Subcontract Agreement & Exhibits (RCS)
00 61 13.13	Performance Bond Form – Draft (RCS)
00 61 13.16	Payment Bond Form – Draft (RCS)
00 72 53	General Conditions (RCS)
00 73 19	Site Specific Safety Requirements (RCS)

DIVISION 01 GENERAL REQUIREMENTS (Fanning Howey Documents Unless Noted Otherwise)

01 10 00	Summary (F/H)
01 12 00	Bid Package Descriptions (RCS)

DIVISION 11 EQUIPMENT

11 68 00	Play Field Equipment and Structures (including base manufacturers' plans and renderings)
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DIVISION 31 EARTHWORK

31 10 00	Site Clearing
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DIVISION 32 EXTERIOR IMPROVEMENTS

32 13 13	Concrete Paving
32 18 16	Playground Protective Surfacing



GMP Amendment Exhibit A3.1.2: Basis Documents

Plans, prepared by Fanning Howey Architects, dated January 19, 2021 unless noted otherwise, which include the following drawings for Playground Renovations:

GENERAL

	Building Locations Map
GD1.01	Alum Creek ES – Demolition Plan
G1.01	Alum Creek – New Layout Plan
GD1.02	Arrowhead ES – Demolition Plan
G1.02	Arrowhead – New Layout Plan
GD1.03	Scioto Ridge ES – Demolition Plan
G1.03	Scioto Ridge ES – New Layout Plan
GD1.04	Wyandot Run ES – Demolition Plan
G1.04	Wyandot Run ES – New Layout Plan

Plans, prepared by Fanning Howey Architects, dated January 19, 2021, unless noted otherwise, which include the following drawings for Media Center Renovations:

General Building layout for the following OLSD Elementary Schools

Cheshire Elementary School
 Freedom Trail Elementary School
 Glen Oak Elementary School
 Heritage Elementary School
 Indian Springs Elementary School
 Johnny Cake Elementary School
 Liberty Tree Elementary School
 Oak Creek Elementary School
 Olentangy Meadows Elementary School
 Tyler Run Elementary School
 Walnut Creek Elementary School

General Media Center plan with dimensions for the following OLSD Elementary Schools

Cheshire Elementary School
 Freedom Trail Elementary School
 Glen Oak Elementary School
 Heritage Elementary School
 Indian Springs Elementary School
 Johnny Cake Elementary School
 Liberty Tree Elementary School
 Oak Creek Elementary School
 Olentangy Meadows Elementary School
 Tyler Run Elementary School
 Walnut Creek Elementary School



GMP Amendment Exhibit A3.1.2: Basis Documents

Riser detail at media center wall for the following OLSD Elementary Schools

- Cheshire Elementary School
- Freedom Trail Elementary School
- Glen Oak Elementary School
- Heritage Elementary School
- Indian Springs Elementary School
- Johnny Cake Elementary School
- Liberty Tree Elementary School
- Oak Creek Elementary School
- Olentangy Meadows Elementary School
- Tyler Run Elementary School
- Walnut Creek Elementary School

General Building layout for the following OLSD Elementary Schools

- Wyandot Run Elementary School
- Alum Creek Elementary School

General Media Center plan with dimensions for the following OLSD Elementary Schools

- Wyandot Run Elementary School

General Media Center plan with dimensions for the following OLSD Elementary Schools

- Alum Creek Elementary School

General Building layout for the following OLSD Elementary Schools

- Arrowhead Elementary School
- Scioto Ridge Elementary School

General Media Center plan with dimensions for the following OLSD Elementary Schools

- Arrowhead Elementary School
- Scioto Ridge Elementary School

Copy of email from Daniel Berend to Jeff Gordon showing square footage of rooms associated with Liberty Middle School Media Center

Tarkett Corollary #11577 Product Specification Information

Tarkett Technical Services Bulletin for C-EX Pressure Sensitive Adhesive

Tarkett Installation & Floor Preparation Instructions

Tarkett Traditional Vinyl & Duracove Rubber Product Information

Tarkett Traditional Vinyl & Duracove Rubber Color Information

Tarkett Resilient wall base installation instructions

Tarkett Traditional Vinyl & Duracove Rubber Product Specification

Tarkett 960 Cove Base Adhesive Product Specification



GMP Amendment Exhibit A3.1.6: Assumptions & Clarifications

The project is based on the following assumptions and clarifications for GMP Amendment No. 01.0 Early Site for the Olentangy Local School Playground & Media Center Renovations project:

General Exclusions:

1. The following general scope items are not included as part of this GMP and are assumed to be by others or by Owner:
 - Design contingency
 - Builders Risk Insurance
 - Professional Liability Insurance (Unless specifically called out for an individual trade)
 - Remediation and removal of any contaminated materials
 - Permits
 - EPA/Storm Water Pollution Permit
 - Utility Service Charges
 - Utility Consumption for Gas, Water or Electric
 - Environmental Site Assessments
 - Geotechnical Site Investigation and soils testing
 - Material inspections & testing
2. Custom colors of materials not specifically identified in the documents are not included.
3. Additional well points and subsurface dewatering is excluded. Surface water caused by rain is to be removed, as needed, as part of this GMP.
4. Removing, handling, testing of any hazardous materials.
5. Removal and/or relocation of any existing utility lines not indicated on the drawings. This will be by Owner or their utility company.

Clarifications:

1. Project is a non-prevailing wage and is sales tax exempt.
2. Project Notice To Proceed to be issued no later than April 15, 2022 based on Board Approval at the April 14, 2022 Board Meeting.
3. Schedule delays beyond our control may occur due to the current Coronavirus situation. We reserve the right to modify our schedule due to any changes or increases in the Federal or State mandated guidelines.
4. All costs for testing to be paid by the Owner. RCS will coordinate with Architect or directly with Owner provided testing company for required inspections.
5. Weather days have been included as part of the Bid Schedule as follows: June (4), July (4), August (3). Any weather days above those accounted for per month would be added to the completion dates. Weather days for this GMP



GMP Amendment Exhibit A3.1.6: Assumptions & Clarifications

would be non-cumulative. Due to sensitivity of poured in place surfacing top coat weather days may be claimed due to projected forecasts and not just based on actual rainfall for the day.

6. Background check requirements of construction personnel is not included as part of this GMP. If Co-owners elect to set up a background check requirement for all construction staff, a mutually agreeable list of minimum requirements will need to be established. The cost of completing background checks is not included in the GMP.
7. This GMP does not include any work to existing playground subdrainage systems. It is assumed that existing subdrainage system was installed at uniform depths at each playground. If subdrainage is damaged due to varying depths of installation cost for repair to be by Owner. If subdrainage is damaged due to contractor negligence cost to repair is to be by Contractor causing damage.
8. Seeding and fence removal and replacement is included with this GMP. No other landscape is included in this GMP. Owner will take responsibility to protect new seeding once installed. Contractor to provide watering as needed for germination and growth. This will occur at the access points for each playground. Due to the locations of the playgrounds access will be needed from the bus loop or parking lot at all locations. The permanent fence will have a section removed and upon completion reinstalled. The grass from the sidewalk to the playground will be used to access the playground. These areas will be restored upon completion of work.
9. Robertson Construction would require all personnel coming on site to abide by COVID-19 Safety measures if this necessitated by Robertson Construction.
10. It is assumed that all bookcases will be identified prior to work commencing. This will include bookcases that are to be removed and turned over to Owner as well as bookcases that are to be removed and reinstalled.
11. New concrete at pits will be dowelled in at 4'-0 on center with rebar to control movement.
12. New concrete at pits will be covered with an epoxy inhibitor soon after the concrete is poured to allow for flooring to proceed within the scheduled timeframes.
13. Access routes have been shown on drawings of buildings provided by Fanning & Howey for bid purposes. If these routes need modified this will need done prior to commencing work. Access points can be altered but flooring protection distance must stay like what is shown.
14. Bookcase storage areas have been shown on drawings of buildings provided by Fanning & Howey for bid purposes. If these storage locations need modified this will need done prior to commencing work. Storage locations can be altered but travel distances need to remain similar.
15. An allowance has been included in the Media Center General Trades package. This allowance is for bookshelf removal and replacement. The allowance includes 3 guys for 8 hours to remove bookcases at beginning of project and 3 guys for 8 hours at end of project to reinstall the bookcases. This allowance value is \$2,200 per elementary school.
16. Liberty Middle School only includes the allowance to remove and reinstall bookshelves, flooring demo and replacement, including base.



GMP Amendment Exhibit A3.1.6: Assumptions & Clarifications

17. It is assumed that at all schools the perimeter bookshelves will remain in place and flooring will not go under these bookshelves.
18. All loose furnishings to be removed by Owner. If loose furnishings are to be removed by this GMP it would be done through allowance provided for bookshelves.
19. All rooms that currently have hard flooring (VET,VCT) will remain as is. No flooring replacement will occur in these rooms that are within the media center area (direct door from interior of media center to the room).
20. No Mechanical, Electrical, Plumbing, or Technology work included in this scope.



GMP Amendment Exhibit A3.1.7: Project Estimate

Robertson assembled its costs within GMP Amendment No. 01.0 for the Olentangy Local School District Playground & Media Center Renovations project based on the following information:

1. Exhibit C1 – GMP Summary Worksheet
2. Exhibit C2 – Cost of work breakdown per project.
3. Exhibit C3 – CMR General Conditions, Staff, Fee and Contingency



Olentangy Playgrounds and Media Centers

Updated 3/31/2022

Preliminary Raw Summary Of Bids



Playgrounds		Alum Creek	Arrowhead	Cheshire	Freedom Trail	Glen Oak	Heritage	Indian Springs	Johnny Cake	Liberty Tree	Oak Creek	Olentangy Meadows	Scioto Ridge	Tyler Run	Walnut Creek	Wyandot Run	Liberty Middle	Media Centers
RCS General Trades	\$124,900.00	\$12,500.00	\$12,500.00	\$17,300.00	\$17,300.00	\$17,300.00	\$17,300.00	\$17,300.00	\$17,300.00	\$17,300.00	\$17,300.00	\$17,300.00	\$12,500.00	\$17,300.00	\$17,300.00	\$12,500.00	\$5,400.00	\$245,700.00
Jones Schlater		\$14,584.51	\$14,584.51	\$15,118.20	\$15,118.20	\$15,118.20	\$15,118.20	\$15,118.20	\$15,118.20	\$15,118.20	\$15,118.20	\$15,118.20	\$14,584.51	\$15,118.20	\$15,118.20	\$14,584.51	\$23,629.47	\$248,267.71
DWA (Not Included In Calculation)	\$485,134.58																	
Snider	\$456,750.00																	
GC's and Staff	\$52,179.00	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$13,044.75	\$208,716.00
Totals	\$633,829.00	\$40,129.26	\$40,129.26	\$45,462.95	\$45,462.95	\$45,462.95	\$45,462.95	\$45,462.95	\$45,462.95	\$45,462.95	\$45,462.95	\$45,462.95	\$40,129.26	\$45,462.95	\$45,462.95	\$40,129.26	\$42,074.22	\$702,683.71

General Conditions and Staff	\$197,910.00
2% Contingency	\$24,735.00
3% Fee	\$38,250.00
Total	\$260,895.00
Number of Projects	\$20.00
Cost per project	\$13,044.75
Playgrounds equal 4 projects	

Olentangy Playgrounds and Media Centers

4/6/2022

Project Breakout Of Bids



Playgrounds

Olentangy PK Playgrounds renovations	\$633,829.00
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Media Centers

Olentangy Media Center Renovations

Alum Creek Elementary		\$40,129.26
Arrowhead Elementary		\$40,129.26
Cheshire Elementary		\$45,462.95
Freedom Trail Elementary		\$45,462.95
Glen Oak Elementary		\$45,462.95
Heritage Elementary		\$45,462.95
Indian Springs Elementary		\$45,462.95
Johnny Cake Elementary		\$45,462.95
Liberty Tree Elementary		\$45,462.95
Oak Creek Elementary		\$45,462.95
Olentangy Meadows Elementary		\$45,462.95
Scioto Ridge Elementary		\$45,462.95
Tyler Run Elementary		\$42,313.70
Walnot Creek Elementary		\$42,313.70
Wyandot Run Elementary		\$45,462.95
Liberty Middle School		\$42,074.22

Document 00 43 23 - Proposal Form (CM at Risk Contract)**State of Ohio Standard Requirements for Public Facility Construction**

Project Name: OLSD Media Centers/Playgrounds	Project Number: 21-117	Construction Budget (CB): \$1,298,998
CM Proposer: Robertson Construction Services		Submission Date: 4/6/2022

1. Preconstruction Stage Compensation

a. Preconstruction Fee (Lump Sum)	Subtotal (1a)
<i>Include all Home Office Overhead and Profit</i>	<i>Fee (\$)</i> =

b. Preconstruction Stage Personnel Costs Cap (Allowance)

Staff	Role	Hours	x	Rate (\$)	=	Subtotal
Christian Robertson	Officer In Charge	8		\$0		\$0
Clay Keith	Senior Management Lead	60		\$112		\$6,720
Dean Locher	Operations Manager	4		\$116		\$464
TBD	Project Management Lead	40		\$85		\$3,400
TBD	Project Technical Lead	40		\$60		\$2,400
Cindy Hovey	Project Administration Lead	20		\$36		\$720
Theresa Ruby	Accounting	4		\$41		\$176
Mike Miller	Estimator	24		\$66		\$1,584
Total Hours		= 200		Subtotal (1b)	=	\$15,464

c. Preconstruction Stage Reimbursable Expenses Cap (Allowance)

Description	Quantity	x	Unit Price (\$)	=	Subtotal
Cost of Bonds for initial CM Agreement	1		\$8,450		\$257
Printing	1		\$350		\$350
					\$0
					\$0
					\$0
Subtotal (1c)					= \$607

Total Proposed Preconstruction Stage Compensation	Fees (1a)	+	Subtotal (1b)	+	Subtotal (1c)	=	Subtotal (1)
	\$0		\$15,464		\$607		\$16,071

2. Contract Sum (Construction Stage Compensation)**a. Construction Stage Personnel Costs Cap (Allowance)**

Staff	Role	Hours	x	Rate (\$)	=	Subtotal
Christian Robertson	Officer In Charge	4		\$0		\$0
Clay Keith	Senior Management Lead	79		\$112		\$8,803
Dean Locher	Operations Manager	20		\$116		\$2,320
TBD	Project Management Lead	560		\$102		\$57,120
TBD	Project Superintendent (Playgrounds/Media)	480		\$0		\$0
TBD	Project Superintendent (Media Centers)	480		\$70		\$33,600
Chad Lupher	PM/PE (Playground Supervision)	640		\$60		\$38,400
Cindy Hovey	Project Administration Lead	76		\$40		\$3,040
Theresa Ruby	Accounting	30		\$41		\$1,234
Mikie Lott	General Superintendent	17		\$68		\$1,170
Kenny Williams	Safety Manager	24		\$47		\$1,128
						\$0
Total Hours		= 2410		Subtotal (2a)	=	\$146,815

b. General Conditions Costs (Allowance)

Description	Quantity	x	Unit Price	=	Subtotal
Construction Bonds (lump sum to extend Bonds to 100% of Contract Sum)	1		\$18,254		\$18,254
Builder's Risk Insurance (lump sum - N/A for PK-12 Schools)	0		\$0		\$0
Temporary Facilities - Trailers & Sanitary Facilities (monthly expense)	4		\$120		\$480
Jobsite Trailer Utilities (monthly expense)	0				W/Trades
Office & Janitorial Supplies / Furnishings & Equipment / Water (mo. exp.)	4		\$100		\$400
Office Communications Equipment/Printing/Postage/Photographs (mo. exp.)	4		\$360		\$1,440
Office First Aid / Fire Protection / Safety / Signage (lump sum)	3		\$150		\$450
Project Site Progress & Final Cleaning (monthly expense)	0		\$0		W/Trades
Dumpsters - including recycling for LEED (monthly expense)	35		\$400		\$14,000
Construction Fence / Access Points / Washout Areas (monthly expense)	0		\$0		W/Trades
Subtotal (2b)					= \$35,024

c. CM Contingency (% of the Cost of the Work)

% of Const. Budget remaining after deducting CM Fee

Contingency (%)	x	CB - 2d	=	Subtotal (2c)
2.00%		\$1,273,528		\$25,471

d. CM at Risk Fee (% of the Cost of the Work + Contingency)*Include all Home Office Overhead and Profit*

CM Fee (%)	x	CB	=	Subtotal (2d)
3.00%		\$1,298,998		\$38,970

Total Proposed Construction Stage CM Compensation	Subtotal (2a)	+	Subtotal (2b)	+	Fees (2d)	=	Subtotal (2)
<i>Excluding Subcontracts, Self-Performed Work, Contingency</i>	\$146,815		\$35,024		\$38,970		\$220,809

Additional Information (required - not calculated on this Proposal Form)**Schedule Enhancements***Price adjustment for alternative schedule proposed by CM***CM Adviser Fee***Excluding Personnel Costs and Reimbursable Expense (% of Constr. Budget)*

CMa Fee (%)	x	Const. Budget	=	Subtotal
N/A		N/A		N/A

Contractor Default Insurance (CDI)*CDI, % of Construction Budget (If proposed by CMR)*

Preconstruction	Construction
N/A	0.00%

Total Price Proposal

Pre-Construction	+	Construction	=	Total Price
Price component of Best Value Selection		\$16,071		\$220,809
				\$236,880

April 6, 2022

Jeff Gordon
Director of Business Management
Olentangy Local School District
7840 Graphics Way
Lewis Center, OH 43035-9080

4930 Bradenton Ave
Suite 200
Dublin, OH 43017
614.764.4661
fhai.com

Re: Olentangy Administration Office Improvements
Olentangy Local School District
Lewis Center, OH
Project No. 221150.00

Dear Mr. Gordon:

Enclosed is bid tabulation for the Olentangy Administration Office Improvements project as bid on March 30, 2022. This recommendation was reached through an evaluation of all bids received (see attached bid tabulation), evaluation of the project budget, and discussions with the Administration and the project bidders.

The lowest responsible total Base Bid for the Olentangy Administration Office Improvements is \$197,295.00 submitted by McHugh Construction, LLC.

In consideration of the above information, the following recommendation is made:

Recommendation: Award the following Base Bid for the Olentangy Administration Office Improvements and waive any irregularities contained therein.

<u>Bid Package</u>	<u>Contractor</u>	<u>Total Base Bid Amount</u>
Base Bid A: Olentangy Administration Office Improvements	McHugh Construction, LLC Dublin, Ohio	\$197,295.00
TOTAL BASE BID:		\$197,295.00

There were no Alternates Bid with this package. We will be in attendance at the April 14, 2022 Board of Education Meeting to answer any questions as required.

Please contact us with any questions or if additional information is required.

Sincerely,

FANNING/HOWEY ASSOCIATES, INC.



Bruce T. Runyon, AIA, LEED AP
Project Executive / Principal

attachment

btr/mb

Bid Tabulation					<div>EX. D.2 - April 14, 2022</div> <div>2 of 2 ^{3/31/2022}</div> <div>Project Name: Administrative Office Improvements at: 7840 Graphics Way Olentangy Local School District</div>		
					<div>Bid Date:</div> <div>March 31, 2022 Time: 3:00 p.m. local time</div>		
Contractors	Setterlin	Robertson	McHugh	Adena			
Base Bid	\$310,000.00	\$230,700.00	\$197,295.00	\$239,700.00			
Bid Signed	yes	yes	yes	yes			
Bid Guaranty	yes	yes	yes	yes			
Totals	\$310,000.00	\$230,700.00	\$197,295.00	\$239,700.00			



Trane U.S. Inc.
2300 CityGate Drive, Suite 100
Columbus, OH 43219-3652
Phone: (614) 473-3500
Fax: (614) 473-3501

March 7, 2022

Olentangy Local School
7840 Graphics Way
Lewis Center, OH 43035 U.S.A.

ATTENTION: Jeff Gordon

PROJECT NAME: Olentangy HS- Aeon Unit Replacement

QUOTE NUMBER: 34-140958-22-001 **CO-OP CONTRACT NUMBER:** USC 15-JLP-023

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

EQUIPMENT LIST

Tag Data - Packaged Gas/Electric Rooftop Units (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
A1	RTU-10	1	12 1/2 -25 Ton Packaged Unitary Gas/Elec	YHD150G4RHD--D0E1C106000000000000 0000000
A2	RTU-1	1	12 1/2 -25 Ton Packaged Unitary Gas/Elec	YHD180G4RHD--DEE1C106000000000100 0000000

Product Data - Packaged Gas/Electric Rooftop Units

All Units

Gas/Electric
High efficiency
Downflow
460/60/3
Reliatel
Gas Heat - High
Economizer Dry Bulb 0-100% with barometric relief
Hinged panels/2" Pleated Filters MERV 13
Standard condenser coil with hail guard
Through the base electric/gas
Unit mounted non-fused disconnect
BACnet communications interface
1st year Labor warranty

Item: A1 Qty: 1 Tag(s): RTU-10

12.5 Ton
High static drive (Fld)
Curb

Item: A2 Qty: 1 Tag(s): RTU-1

15 Ton
VAV standard motor



SCOPE OF SERVICE

- Provide crane and rigging to remove existing and install new units
- Recover refrigerant from existing 2 units and dispose of in accordance with EPA standards
- Remove existing RTUs and dispose
- Provide and install curb adaptors
- Install 2 new units as specified above
- Extend and connect electric and gas piping from existing feeds to the connection points on the new RTU's
- Provide startup of units and verify proper operation

TOTAL PRICE:.....\$ 91,600

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Blake Moore

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

Trane's License Number:



TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead).

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin,



Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.**

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT**



BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract,



including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)

Supersedes 1-10.48 (0720)



6658 Olentangy River Road
Delaware, Ohio 43015
(740) 548-7746
www.delcowater.org

INVOICE

INVOICE NO. 2022243
DATE 3/24/22
PO NUMBER

CUSTOMER

Olentangy Local School District BOE
7840 Graphics Way
Lewis Center OH 43035

PROJECT	GENERATED BY
2500 Piatt Rd, Delaware OH 43015 - BERLIN MIDDLE SCHOOL	Brenda Davis

DESCRIPTION	QUANTITY	AMOUNT	TOTAL
3" Domestic Meter/Water Tap	1.00	\$4,000.00	\$4,000.00
2" Capacity Charge	1.00	\$36,800.00	\$36,800.00
6" Fire Line	1.00	\$18,000.00	\$18,000.00
Membership Fee	1.00	\$10.00	\$10.00

Price valid for 30 days

TOTAL DUE \$58,810.00

Make all checks payable to Del-Co Water Company, Inc.

THANK YOU



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-651502 - 1
 Quote Expiration Date: 20-APR-2022

Prepared By:	Christy Berarducci	Customer Contact:	Jeffrey Gordon
Customer Name:	Olentangy Local School District	Title:	Director, Business Management & Facilities
Enrollment:	22,232	Address:	7840 Graphics Way
Contract Term:	37 Months	City:	Lewis Center
Start Date:	1-JUL-2022	State/Province:	Ohio
End Date:	1-JUL-2025	Zip Code:	43035
		Phone #:	(740)657-4025

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2022 - 30-JUN-2023			
License and Subscription Fees			
TimeClock Plus for eFinancePlus	650.00	User	USD 24,700.00
TimeClock Plus RDT and Prox (HID) for ERP	26.00	Each	USD 63,882.00
TCP RDT and Prox (HID) for ERP Maint and Support	26.00	Each	USD 10,947.04
License and Subscription Totals:			USD 99,529.04

Professional Services and Setup Fees			
TimeClock Plus for eFinancePlus Custom Deployment	1.00	Each	USD 225.00
Unified Admin eFP Project Mgmt (Travel not included)	8.00	Hour	USD 1,800.00
TimeClock Plus for eFinancePlus Training	85.00	Hours	USD 18,168.75
Professional Services and Setup Fee Totals:			USD 20,193.75

Training Services			
Unified Admin eFP Training Remote	0.50	Day	USD 882.50
Training Services Total:			USD 882.50

Quote Total			
Total Discount:		USD 10,570.53	
Initial Term		1-JUL-2022 - 30-JUN-2023	
Initial Term Total		USD 120,605.29	

Annual Ongoing Fees as of 1-JUL-2023 - Fees subject to an annual uplift, which will be reflected on renewal quote

TimeClock Plus for eFinancePlus	650.00	User	USD 24,700.00
TCP RDT and Prox (HID) for ERP Maint and Support	26.00	Each	USD 10,947.04

Annual Ongoing Fees Total: **USD 35,647.04**
 Page 1 of 2

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at:
https://www.powerschool.com/MSA_Feb2022/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 24-MAR-2022

Olentangy Local School District
Signature:

Printed Name:

Title:

Date:

Statement of Work

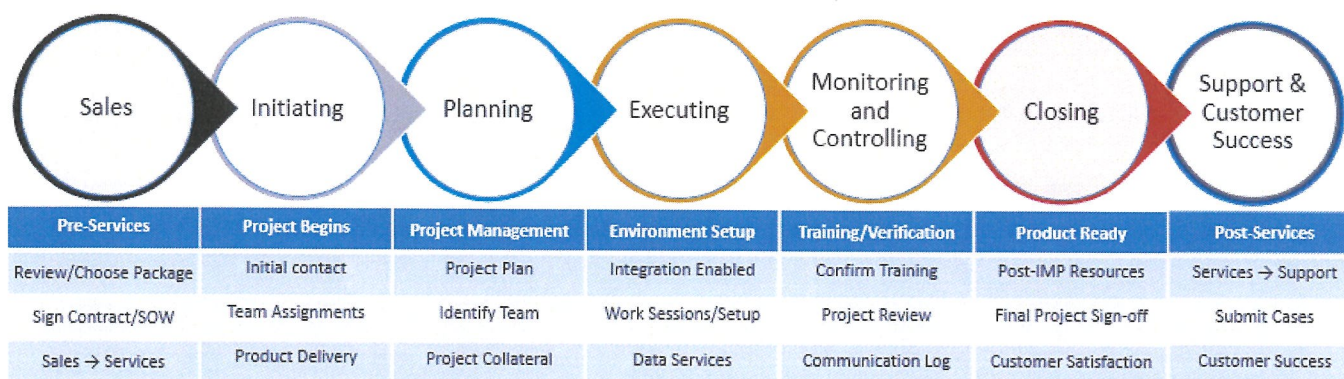
Purpose of Document

The purpose of this Statement of Work (“SOW”) between PowerSchool Group LLC (“PowerSchool”) and Customer (“You”, “Your”) is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected (if needed).
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. "Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee's request."
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the "Customer Responsibilities" included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer's behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

Deliverables Acceptance Procedure

Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

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Project Change Control and Escalation Procedure

Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW

Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the project

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – pmleadership@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

TimeclockPlus eFinancePlus Custom Statement of Work

Initiating

PowerSchool Responsibilities

- Identify PowerSchool Project Team
 - Project Manager
 - Application Specialist
- Send Customer access to the following:
 - Project Plan or worksheet

Customer Responsibilities

- Attend initiation meeting and any subsequent meetings required
- Identify Customer Project Team
 - Project Coordinator
 - Subject Matter Experts
- Sign & Return Statement of Work

Completion Criteria

This activity will be considered complete when:

- Customer signs off Statement of Work

Planning

PowerSchool Responsibilities

- Schedule and conduct a kick-off meeting
- Schedule the PowerSchool resources based on project timeline
- Update the Project Plan or worksheet to include timing and resources
- Schedule necessary Status Calls as needed

Customer Responsibilities

- Attend kick-off meeting and all subsequent meetings and training required
- Utilize the online Project Plan and trainings throughout the project to stay up to date
- Manage customer business process change throughout the project
- Plan for training and ensure users attend required training sessions

Completion Criteria

This activity will be considered complete when:

- The kick-off meeting is completed
- The Project Plan is updated based on discussed timelines

TimeclockPlus eFinancePlus Custom Statement of Work

Executing

PowerSchool Responsibilities

- Review the following system settings:
 - Current version of eFinancePlus
- Install Batch Timecard Interface
 - Install Batch Timecard Interface for flat file upload
 - Install Batch Timecard Interface API (if version is compatible)
- Configure Batch Timecard Interface

Customer Responsibilities

- Attend configuration decision meetings (if applicable)
- System Configuration
 - Review and verify Configuration, complete signoff

Completion Criteria

This activity will be considered complete when:

- Configuration has been completed
- Customer completes Signoff

Monitoring

PowerSchool Responsibilities

- Provide Product/Processing Overviews with Customer:
 - Batch Timecard Interface Overview
 - Batch Timecard Interface API Overview (if version is compatible)
- Provide Acceptance Testing with Customer:
 - Batch Timecard Interface for flat files
 - Batch Timecard Interface API (if version is compatible)
- Confirm production readiness

Customer Responsibilities

- Attend all process overviews and training
- Complete dashboard testing within the software
- Report critical issues to your project manager
- Update the Project Plan to indicate client tasks completed

Completion Criteria

This activity will be considered complete when:

- Customer has attended Product Overviews
- Production environment is Live

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This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

TimeclockPlus eFinancePlus Custom Statement of Work

Closing

PowerSchool Responsibilities

- Review and finalize any remaining project deliverables
- Introduce customer to support contact methods
- Submit Services to Support Survey
- Provide final project sign off to customer

Customer Responsibilities

- Review completed project deliverables
- Understand that support will become primary contact for customer
- Complete final project signoff
- Complete Customer Satisfaction Survey

Completion Criteria

This activity will be considered complete when:

- Customer completes final project signoff