

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: GIORDANO CONSTRUCTION COMPANY

AMENDMENT #: 8

GRANT # if applicable: _____

AGREEMENT #: A20-0283

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: _____

DATE: _____

FUNDING SOURCE FOR AGREEMENT: 3078-17GG-58001

ACCT # FOR AGREEMENT: CAPITAL PROJECTS

ORIGINAL AMOUNT OF AGREEMENT: \$203,000.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$36,799,477.00

ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: -\$786,453.00

_____ INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$36,012,994.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: CAPITAL PROJECTS

DESCRIPTION AND NEED FOR AMENDMENT: This is a FINAL REDUCTION Amendment including all credits. Further information is detailed in exhibits A and B1 to the Amendment attached.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: _____

Vincent J. Giordano
(Name)

11/10/2020
(Date)

Vice President
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: NHPS Finance and Operations Committee
From: Thomas Smith
Re: Strong/Barack H. Obama Magnet University School
 Giordano Construction Company
 Amendment #8/FINAL to CM Agreement
Meeting Date: November 16, 2020

Executive Summary:

Approval is requested for **Amendment #8/FINAL** to the Construction Management (CM) Agreement for the new Strong/Barack H. Obama Magnet University School with the Giordano Construction Company of 1155 Main Street, Branford, CT 06405.

This is a **FINAL REDUCTION** Amendment including all credits. Further information is detailed in exhibits A and B1 to the Amendment attached. The amount of this Amendment is \$(-786,453.00).

Amount of Agreement and Amendment History:

Item	Amount	Cumulative Contract Value
Agreement		\$203,000.00
Amendment #1	\$35,624,943.00	\$35,827,943.00
Amendment #2	(\$131,521.00)	\$35,696,422.00
Amendment #3	\$282,346.00	\$35,978,768.00
Amendment #4	\$200,756.00	\$36,179,524.00
Amendment #5	\$232,536.00	\$36,412,060.00
Amendment #6	\$294,092.00	\$36,706,152.00
Amendment #7	\$93,295.00	\$36,799,447.00
Amendment #8/FINAL	(\$786,453.00)	\$36,012,994.00

Funding Source: 3078-17GG-58001

The Amendment and complete scope of services is attached.

**EIGHTH AMENDMENT TO AGREEMENT
FOR CONSTRUCTION MANAGEMENT SERVICES
BY AND BETWEEN THE CITY OF NEW HAVEN BOARD OF EDUCATION
("OWNER") AND GIORDANO CONSTRUCTION DATED FEBRUARY 14, 2017
("CONSTRUCTION MANAGER")**

A20 -

EIGHTH AMENDMENT dated as of _____, 2020 by and between the City of New Haven Board of Education of 54 Meadow Street, New Haven, Connecticut 06519 ("Owner") and Giordano Construction, 1155 Main Street, Branford, CT 06405 ("Construction Manager").

WHEREAS, the Owner and the Construction Manager entered into that certain Standard Form of Agreement Between Owner Construction Manager dated February 14, 2017 ("Agreement" (A17-0113), Amendment #1 (A18-0531), Amendment #2 (A19-0058), Amendment #3 (A19-0478), Amendment #4 (A19-0903), Amendment #5 (A19-1277), Amendment #6 (A19-1342) and Amendment #7 (A20-0283) for the provision of Construction Management services in connection with construction and renovations to the Obama/Strong 21st Century Communications Magnet & Lab School ("Project"); and

WHEREAS, the Owner has requested the Construction Manager to provide reduced services to the Project;

NOW THEREFORE, the parties hereto do hereby agree as follows:

1. Final Compensation and Project Closeout: The Owner agrees to reduce the amount paid to the Construction Manager by the **DEDUCT** amount of Seven Hundred Eighty-Six Thousand, Four Hundred Fifty-Three Dollars and No Cents, (\$-786,453.00). In consideration for this amount, the Construction Manager acknowledges and agrees that the Final Guaranteed Maximum Price (Section 2 below) is the final amount owed to the Construction Manager for the above referenced school project (inclusive of costs generated by any subcontractor) and that no further compensation will be paid by the Owner.
2. Final Guaranteed Maximum Price: This Amendment will result in a decrease in the Guaranteed Maximum Price from Thirty Six Million, Seven Hundred Ninety Nine Thousand, Four Hundred Forty Seven Dollars and No Cents (\$36,799,447.00) to a Final Guaranteed Maximum Price amount of Thirty Six, Twelve Thousand, Nine Hundred Ninety Four Dollars and No Cents (\$36,012,994.00).
3. Reduced Services: In consideration for One Dollar (\$1.00) and other valuable consideration the Construction Manager agrees to the deductions itemized in Exhibits A and B1.

4. No Waiver: Except as specifically described in this Amendment, nothing in this Agreement shall be construed as a waiver by the Board of any of the provisions of this Agreement. The Construction Manager acknowledges, agrees and confirms that in accordance with the terms of the Agreement, the Construction Manager shall not be entitled to any compensation in excess of the Additional Compensation referenced herein.
5. Effectiveness: On and after the date hereof, each reference in the Agreement to "the Agreement," "this Agreement", "hereunder," "hereof," "herein," or words of like import shall mean and be in reference to the Agreement as amended.
6. Survival: Except as otherwise amended herein, the Agreement shall remain in full force and effect. Subject to the amendment specifically described herein, the Consultant and the Board hereby ratify and confirm the remaining provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed one (1) counterpart of this Agreement as of the day and year first above written.

WITNESS

NEW HAVEN BOARD OF EDUCATION

Yesenia Rivera
President, Board of Education

WITNESS

GIORDANO CONSTRUCTION

Jayne Suprenant

Kenneth A. Long

Vincent A. Gioia

Duly Authorized

Approved as to Form and
Correctness

Stacy Lynn Werner
Senior Assistant Corporation
Counsel

GIORDANO CONSTRUCTION
Strong School
Agreement History - Exhibit A

			<u>Cumulative Total</u>
Agreement	Pre-Construction Phase	\$ 203,000.00	
	TOTAL AGREEMENT :		\$203,000.00
Amendment #1	Construction Phase		
	Staffing	\$1,182,801.00	
	Reimbursables	\$488,750.00	
	General Requirements	\$592,473.00	
	Subtotal:	<u>\$2,264,024.00</u>	
BP #1A	Progress and Final Cleaning	Advantage Maintenance \$94,980.00	
BP #1C	Final Cleaning	Cdees Cleaning \$15,370.00	
BP #2A	Sitework	Manafort Brothers Inc \$3,294,000.00	
BP #2F	Construction Fencing	J&S General Contractors \$30,025.00	
BP #2L	Landscaping	Glen Terrace \$160,000.00	
BP #3A	Concrete	Ralph Camputaro & Sons \$1,472,190.00	
BP #4A	Masonry	Acronam Masonry Inc. \$2,140,000.00	
BP #5A	Structural Steel & Misc. Metals	The Berlin Steel Co. \$3,071,075.00	
BP #6A	Wall Systems & Specialties	Conn Acoustics \$4,029,224.00	
BP #6B	Millwork	Legere Group \$749,088.00	
BP #6C	Acoustical Ceilings	Turnbridge Construction \$49,700.00	
BP #6D	Drywall & Taping	Turnbridge Construction \$97,500.00	
BP #6M	Millwork Installation	Turnbridge Construction \$54,200.00	
BP #7A	Roofing	Young Developers \$555,000.00	
BP #7B	Exterior Panels	Massey's Plate Glass & Alum. \$1,106,896.00	
BP #8A	Windows & Curtainwall	Massey's Plate Glass & Alum. \$2,033,000.00	
BP #9A	Flooring	R&B Ceramic Tile \$609,000.00	
BP #9B	Painting	Professional Painting \$196,500.00	
BP #9P	Painting	Professional Painting \$12,700.00	
BP #10A	Toilet Partitions & Access.	The Coe & Brown Company \$53,600.00	
BP #10B	Metal Shelving	The Coe & Brown Company \$30,800.00	
BP #10C	Lockers	The Coe & Brown Company \$120,000.00	
BP #15	Mechanical	MJ Daly \$7,877,000.00	
BP #16	Electrical	Ducci Electrical Contractors \$3,578,000.00	
	Subtotal:	<u>\$31,429,848.00</u>	
	CM Fee (2.0%)	\$673,877.00	
	Contingency (4.0%)	\$1,257,194.00	
	TOTAL AMENDMENT #1:	<u>\$35,624,943.00</u>	\$35,827,943.00
Amendment #2	GNHWPCA 1/2 Connection Fee	\$28,666.00	
	CNG Service Installation	\$41,989.00	
	Out of Scope Changes	\$179,453.00	
	VE Changes	(\$360,027.00)	
	Subtotal:	<u>(\$109,919.00)</u>	
	CM Fee (2.0%) Subcontract Cost VE Changes - Back to Owner (\$360,027)	(\$7,201.00)	
	Contingency (4.0%) Subcontract Cost VE Changes - Back to Owner (\$360,027)	(\$14,401.00)	
	TOTAL AMENDMENT #2:	<u>(\$131,521.00)</u>	\$35,696,422.00
Amendment #3	Out of Scope Changes	\$282,346.00	
	TOTAL AMENDMENT #3:	<u>\$282,346.00</u>	\$35,978,768.00
Amendment #4	BP #02W		
	Concrete Walk and Stairs	White Owl Construction \$63,900.00	
	CM Fee (2.0%)	\$1,276.00	
	Contingency (4.0%)	\$2,556.00	
	Subtotal:	<u>\$67,732.00</u>	
	Out of Scope Changes	\$133,024.00	
	TOTAL AMENDMENT #4:	<u>\$200,756.00</u>	\$36,179,524.00
Amendment #5	Out of Scope Changes	\$232,536.00	
	TOTAL AMENDMENT #5:	<u>\$232,536.00</u>	\$36,412,060.00
Amendment #6	Out of Scope Changes	\$288,966.00	
	CM Fee (2.0%) \$256,298 over \$500,000	\$5,126.00	
	TOTAL AMENDMENT #6:	<u>\$294,092.00</u>	\$36,706,152.00
Amendment #7	Out of Scope Changes	\$91,466.00	
	CM Fee (2.0%) OS over \$500,000	\$1,829.00	
	TOTAL AMENDMENT #7:	<u>\$93,295.00</u>	\$36,799,447.00
Amendment #8/FINAL	CREDITS:		
	Pre-Construction Credit	(\$15,000.00)	
	GC, Reimbursables & Fees Credit	(\$46,456.00)	
	Contingency Unused Balance	(\$724,997.00)	
	TOTAL AMENDMENT #8:	<u>(\$786,453.00)</u>	\$36,012,994.00

Exhibit B1

Strong 21st Century Communications Magnet Lab School Phase 1
SDE# 096-0368N

Giordano Construction Co., Inc

AMENDMENT #8

ITEM	AMOUNT	TOTAL
6.1 COST OF THE WORK		
6.1.2 CM Costs		
Construction Phase		
Pre Construction Credit	(\$15,000.00)	
GC, Reimbursables and Fee Credit	(\$46,456.00)	
Contingency Credit - Unused Balance	(\$724,997.00)	
6.1.2 Subtotal CM Costs		(\$786,453.00)
6.1.3 Subcontract Costs		
	\$0.00	
Subtotal 6.1.3:		\$0.00
6.1.6 Miscellaneous Costs		
- Liability Insurance		
- CM Bond	.8%	
- Other Item		
Subtotal 6.1.6:		\$ -
SUBTOTAL 6.1 (COST OF THE WORK):		(\$786,453.00)
5.1.1 CONSTRUCTION MANAGER'S FEE		
CM Fee (2.0%) Credit C M Fee		
SUBTOTAL 5.1.1 (CM FEE):		\$0.00
5.2.1 CONTINGENCY		
Contingency Fee (4.0%)		
SUBTOTAL 5.2.1 (CONTINGENCY):		
TOTAL GMP: FOR AMENDMENT #8		(\$786,453.00)
TOTAL GMP: FOR AMENDMENT #7		\$93,295.00
TOTAL GMP: FOR AMENDMENT #6		\$294,092.00
TOTAL GMP: FOR AMENDMENT #5		\$232,536.00
TOTAL GMP: FOR AMENDMENT #4		\$200,756.00
TOTAL GMP: FOR AMENDMENT #3		\$282,346.00
TOTAL GMP: FOR AMENDMENT #2		(\$131,521.00)
TOTAL GMP: FOR AMENDMENT #1		\$35,624,943.00
Prior GMP: FOR BASE CONTRACT		\$203,000.00
Total GMP To Date:		\$36,012,994.00