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Hammond Construction Guaranteed Maximum Price Amendment

T-Mobile for Education Renewal Agreement

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

WADSWORTH, OHIO

REGULAR STATED MEETING

MONDAY, MARCH 13, 2023

JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

AGENDA ADDENDUM

VIII. Administrative Items

C. Action Items

4. Recommendation to approve the Guaranteed Maximum Price Amendment between Hammond Construction, Inc. and the Wadsworth City School District Board of Education
5. Recommendation to approve the T-Mobile for Education Renewal Agreement between T-Mobile USA, Inc. and the Wadsworth City School District Board of Education for the period of December 2, 2022 through December 1, 2023

Agenda Detail

VIII. Administrative Items

C. Action Items

4. **Guaranteed Maximum Price Amendment:** The Guaranteed Maximum Price Amendment between Hammond Construction, Inc. and the Wadsworth City School District Board of Education being recommended for approval will allow for the removal of trees on the new intermediate school building site. The removal of trees will occur in two (2) phases. Trees outside of the wetland area will be taken down by March 31, and the remaining trees will be removed once the wetland removal process has been approved.
5. **T-Mobile for Education Renewal Agreement:** The T-Mobile for Education Renewal Agreement between T-Mobile USA, Inc. and the Wadsworth City School District Board of Education for the period of December 2, 2022 through December 1, 2023 being recommended for approval is for the ten (10) hotspots that we continue to have for student use.

AIA Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 13th day of March in the year 2023, is incorporated into the accompanying AIA Document A133[™]-2019, 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 13th day of March in the year 2023 (the "Agreement")

(In words, indicate day, month, and year.)

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

GMP #2 – Wadsworth City School District – Tree Clearing
649 Broad St.
Wadsworth, OH 44281

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

Wadsworth City School District Board of Education
524 Broad Street
Wadsworth, OH 44281

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

Hammond Construction, Inc.
1278 Park Avenue, SW
Canton, OH 44706

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 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.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Ninety two thousand, three hundred sixty-nine dollars and 92/100 (\$92,369.92), subject to additions and deductions by Change Order as provided in the Contract Documents.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Refer to Attachment #1

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ 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 of the Agreement.

§ A.1.1.5 Alternates

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

N/A

§ 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.)

§ 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.)

N/A

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.)

Commencement of the work based on a notice to proceed by Tuesday, March 14th, 2023

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.)

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User Notes:

Init.

(1430414451)

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

By the following date: July 31st, 2023

§ 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:

§ 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.

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:

Pages

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Refer to Attachment #2

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Refer to Attachment #2

§ A.3.1.4 The Sustainability Plan, if any:

(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.)

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Refer to Attachment #3

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

Refer to Attachment #4

§ 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.)

N/A

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.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

William A. Schurman President

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:37:01 ET on 03/13/2023.

PAGE 1

This Amendment dated the 13th day of March in the year ~~2023~~, is incorporated into the accompanying AIA Document A133™-2019, 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 13th day of March in the year 2023 (the "Agreement")

...

GMP #2 – Wadsworth City School District – Tree Clearing
649 Broad St.
Wadsworth, OH 44281

...

Wadsworth City School District Board of Education
524 Broad Street
Wadsworth, OH 44281

...

Hammond Construction, Inc.
1278 Park Avenue, SW
Canton, OH 44706

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (~~\$—~~), Ninety two thousand, three hundred sixty-nine dollars and 92/100 (\$92,369.92), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Refer to Attachment #1

...

N/A

Item

Price

...

Item

Price

Conditions for Acceptance

...

N/A

Item

Units and Limitations

Price per Unit (\$0.00)

...

Established as follows:

...

Commencement of the work based on a notice to proceed by Tuesday, March 14th, 2023

PAGE 3

By the following date: July 31st, 2023

...

Portion of Work

Substantial Completion Date

...

Document

Title

Date

Pages

...

Refer to Attachment #2

Section

Title

Date

Pages

...

Refer to Attachment #2

Number

Title

Date

...

Title

Date

Pages

...

Refer to Attachment #3

Item

Price

PAGE 4

Refer to Attachment #4

...

N/A

...

William A. Schurman President

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, William A. Schurman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:37:01 ET on 03/13/2023 under Order No. 2114302786 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



GMP ATTACHMENT 1/ Itemized Statement

Below is an itemized statement of GMP #2, referenced in Article A.1.1.2 of the GMP Amendment.

GMP Item		Previous GMPs	Current GMP	Cumulative Total
1.	All Work CMR Proposes to provide through Subcontractors	\$104,585.00	\$81,308.00	\$185,893.00
2.	All Work CMR Proposes to Self-Perform	\$0.00	\$0.00	\$0.00
3.	Allowances included GMP	\$5,000.00	\$5,000.00	\$10,000.00
4.	CMR Construction Stage Personnel Costs	\$0.00	\$2,000.00	\$2000.00
5.	CMR General Conditions	\$3,680.00	\$1,000.00	\$4,680.00
6.	COST OF WORK (COW), Subtotal Lines 1-5 Above	\$109,585.00	\$89,308.00	\$198,893.00
7.	CMR Contingency (1.5% of COW)	\$1,698.98	\$1,339.62	\$3,038.60
8.	Subtotal, Line 6 + Line 7	\$114,963.98	\$90,647.62	\$205,611.60
9.	CMR Fee (1.9% of Line 8 Above)	\$2,184.32	\$1,722.30	\$3,906.62
10.	GMP Contract Sum Total (Line 8 + Line 9)	\$117,148.29	\$92,369.92	\$209,518.21



GMP ATTACHMENT 2 / Basis Documents

Included herein is a list of documents upon which the GMP is based, as referenced in Articles A.3.1.2 and A.3.1.3 of the GMP Amendment.

1. Wadsworth City Schools – Intermediate School Tree Clearing & SWPPP Package issued by Holabird & Root on March 1, 2023



GMP ATTACHMENT 3 / Allowances

The following lump sum allowances are included in this GMP #2. The individual descriptions provide the rationale for each allowance plus specific parameters relative to how each allowance will be managed.

1. **Unforeseen Conditions: \$5,000.**

This allowance is included for use in the event that unforeseen conditions arise that are required to be addressed but were unknown at the time that work was priced. Usage if needed will be reviewed with the district, and any amount of the allowance that is unused will be returned to the district along with the associated CMR fee.



GMP Attachment 4 / Assumptions and Clarifications

The following assumptions and/or clarifications pertain to Hammond Construction's GMP #2 Submission for the Wadsworth City School District Tree Clearing project.

GENERAL

- 1) This GMP includes all tree clearing and SWPPP indicated in the Tree Clearing & SWPPP package issued by Holabird & Root on March 1, 2023. This GMP includes the removal of all trees indicated to be removed as well as trees within the wetland area that are indicated to remain. Trees within the wetland area will be removed as part of this GMP after the approval of the wetland delineation.
- 2) This GMP includes surveying necessary for the location of the tree clearing limits and installation of the SWPPP items and fencing as indicated on sheet C701, but does not include a topographical survey of existing elevations.
- 3) This GMP assumes that soils will be disturbed and depressions will be created. Repairs to disturbed soil and depressions are included in this GMP.

T-Mobile for Education Renewal Agreement

This T-Mobile for Education Renewal Agreement ("**Renewal Agreement**") is effective as of the date the second Party signs this Agreement below ("**Renewal Agreement Effective Date**"), and is by and between T-Mobile USA, Inc., a Delaware corporation ("**T-Mobile**" or "**Contractor**"), and Wadsworth City Schools, a(n) Ohio Government Entity, with its principal place of business at 524 Broad Street Wadsworth, Ohio 44281 ("**Customer**").

T-Mobile and Customer are parties to the following T-Mobile for Education agreement(s) (the "**Original Agreement(s)**"):

- T-Mobile for Education Covid-19 Agreement (Hotspot)**, dated September 1, 2021 (CLM 1084900). I

T-Mobile and Customer desire to renew their Original Agreement(s) in accordance with the terms and conditions of this Renewal Agreement. The Original Agreement(s) and this Renewal Agreement are collectively the "**Renewed Agreement.**"

AGREEMENT

1. Renewal Term. The parties agree that the term of each of the Original Agreement(s) listed above is renewed for the following renewal period ("**Renewal Term**"):

- A 12-month Renewal Term commencing on December 2, 2022 and ending on December 1, 2023.

The Parties acknowledge and agree that the Renewal Term (i) is intended to extend the Term of each Original Agreement listed above, and (ii) represents the new service term/period for all renewed lines under each Original Agreement listed above.

Notwithstanding anything to the contrary in the Original Agreement(s) or this Renewal Agreement, the Renewed Agreement will remain in effect until each active line of Service under the Original Agreement(s) and this Renewal Agreement has completed its minimum service term. In addition, following the expiration of the applicable Renewal Term, T-Mobile will continue to provide the Services to Customer under the pricing and discounts set forth in the Renewed Agreement, or, with 30 days' advance notice to Customer, at standard list pricing, until either party provides 30 days' advance written notice to terminate the Services.

2. Renewal of Service/Devices. Customer activated a total of 30 lines of Service ("**Original Line Number**") and purchased/received a total of 30 Devices ("**Original Device Number**") pursuant to the Original Agreement(s). This Renewal Agreement applies to the following portions of the Original Line Number and Original Device Number:

- 10 lines of Service and 10 Devices

3. Prepayment. Customer may, at its option, prepay in whole or in part Customer's total fee commitment for Services and Devices ordered under this Renewed Agreement. With respect to any such prepayment (or any other related payment), Customer is solely responsible for ensuring Customer's compliance with all applicable Federal, State and Local funding source and procurement laws, rules and regulations (including, without limitation, laws, rules and regulations under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Customer represents and warrants compliance with the same.

4. Emergency Connectivity Fund; SPI Invoicing. If Customer is participating in the Emergency Connectivity Fund (ECF) program in connection with this Renewed Agreement, Customer is solely responsible for ensuring Customer's compliance with all applicable ECF program-related laws, rules, regulations and terms and conditions of participation. Additionally, if Customer has requested that T-Mobile invoice the federal government for reimbursement of the discountable amounts of the ECF equipment and services (i.e., the SPI invoicing method),

Customer has read and agrees to the terms and conditions of the Emergency Connectivity Fund Service Provider Invoice (SPI) Affirmation attached as Exhibit A.

5. Privacy. If Customer allows end users under the age of 13 to use the Services, Customer and T-Mobile agree to the terms and representations contained in the "COPPA Notice Addendum" attached as Exhibit B to this Agreement. Customer, and not T-Mobile, will be fully responsible for any claims relating to Customer's failure to: (i) properly notify Eligible Students about any data collection and/or monitoring of use of the Services and Devices; or (ii) collect any necessary consent relating to an Eligible Student's use of the Services and Devices.

6. Except as modified by this Renewal Agreement, all terms and conditions of the Original Agreement(s) will remain in full force and effect during the Renewal Term. All terms not defined herein will have the meaning given to them in the Original Agreement(s). In the event of a conflict between the terms of this Renewal Agreement and the Original Agreement(s), the terms of this Renewal Agreement will control.

This Renewal Agreement is executed by each party's authorized representative as of the Renewal Agreement Effective Date.

Customer: Wadsworth City Schools	Contractor: T-Mobile USA, Inc.
Signature:	Signature:
Printed Name: Phil Luthman	Printed Name:
Title:	Title:
Date:	Date:
	Reviewed and Acknowledged: _____ T-Mobile USA, Inc. CSCA Representative

EXHIBIT A
Emergency Connectivity Fund
Service Provider Invoice (SPI) Affirmation

T-Mobile U.S. Inc. (NASDAQ: TMUS) America's supercharged Un-carrier, is participating in the Emergency Connectivity Fund (ECF), a \$7.17 billion, federally funded, program that will help schools and libraries close the Homework Gap by providing funding for the reasonable costs of laptop and tablet computers; Wi-Fi hotspots; modems; routers; and broadband connectivity purchases for off-campus use by students, school staff, and library patrons in need during the COVID-19 pandemic.

ECF allows for participating schools and libraries to seek reimbursements for eligible service and equipment either directly from the government (BEAR invoicing method) or by requesting that the service provider invoice the government (SPI invoicing method). T-Mobile is participating in the SPI invoicing method for this program.

If requested to do so by the school or library, T-Mobile is willing to invoice the federal government rather than the school or library for payment. You must specify at the application stage which invoicing method you would like to use. If your school or library would like to use the SPI invoicing method, you must also submit evidence of T-Mobile's willingness, and may use this statement as an affirmation that T-Mobile is participating in SPI when completing your Form 471. We affirm our willingness to participate in the SPI invoicing method subject to the following:

Prior to the start of service and receipt of equipment, if any, Customers who select the SPI invoicing method will enter into and execute an applicable T-Mobile services contract for the provision of ECF broadband connectivity services. T-Mobile will file the SPI Form to request reimbursement for the discountable amounts of the ECF eligible equipment and services. Customer is responsible for all charges related to any ineligible equipment and services or services obtained but not contained in the description of the service commitment request or decision. Until the Universal Service Administrative Co. (USAC) has issued a funding commitment, Customer agrees to pay the balance in full as billed by T-Mobile. Customer must elect SPI to be billed only the non-discounted portion. Customer account credits applied may be estimates subject to true-up in a later billing period. Customer is responsible for all charges incurred until and unless ECF funding is approved and disbursed by USAC, at which time Customer will remain responsible for all ineligible services, feature charges, and any other ECF program amounts unfunded, including equipment. Also, Customers who chose the SPI invoicing method should be aware that if ECF funding ends before the term of their services contract, they will be subject to the agreed rate of service for the remainder of the contract, net of any subsidy.

For more information about ECF, please refer to the [FCC ECF](#) or [USAC ECF](#) websites.

T-Mobile SPIN #:143026181

T-Mobile FRN #: 0004121760

T-Mobile DUNS #: 06-852-8376

T-Mobile Tax ID: 91-1983600

EXHIBIT B

COPPA Notice Addendum

T-Mobile is providing Customer with direct notice of its data collection, use and disclosure practices set forth below that relate to the Service(s). Customer has read this notice, consents on behalf of parents and guardians of children under 13 to the collection, use and disclosure practices described below, and authorizes T-Mobile to engage in such practices.

Direct Notice of T-Mobile's Data Collection, Use, and Disclosure Practices

We need your consent to collect personal information from your child(ren) in connection with the T-Mobile for Education service. We will not collect, use, or disclose any personal information from children under 13 if you do not provide such consent. This privacy notice describes the personal information we collect and how we use it. The Federal Trade Commission has stated that a district or school may consent to such data collection, use, and disclosure on behalf of the parent or guardian to the extent such data collection, use, and disclosure is to provide services solely for the benefit of the school.

T-Mobile intends to collect the following personal information from your child(ren):

- **Data Usage:** T-Mobile tracks quantity of broadband internet data usage to have that usage total counted against applicable data usage/streaming limits, if any. As part of delivering this service, T-Mobile also receives the IP address associated with the websites visited.
- **Unique identifiers:** T-Mobile collects a device and network identifier to authenticate the device on our network and provide the service.
- **Bandwidth data:** T-Mobile may share device-level bandwidth data with the educational institution at the educational institution's specific request, to allow the educational institution to stay informed on devices that exceed applicable data usage/streaming limits.

T-Mobile uses this personal information only to provide internet connectivity and perform internal analytics. T-Mobile may disclose this personal information to its service providers for assistance in delivering the service, and they must treat this information as confidential and use it only for the purposes for which T-Mobile engaged them. T-Mobile will not disclose information that may be associated with your child to any other entities.

Please be advised that T-Mobile provides connectivity to the general internet through the T-Mobile for Education service. That connectivity allows children to access websites that may involve data collection by third parties. T-Mobile is not responsible for the data collection activities of these third parties and you should carefully monitor your child's use of the service.

For more information, please visit "Our Privacy Policies" at <https://www.t-mobile.com/privacy-center/our-practices>.