

**RESOLUTION NO. 2022-78**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
TO APPROVE THE GUARANTEED MAXIMUM PRICE AMENDMENT TO THE  
CONSTRUCTION MANAGER AT RISK CONTRACT BETWEEN THE VILLAGE OF  
CALEDONIA, WISCONSIN AND RILEY CONSTRUCTION COMPANY, INC. AND TO  
AUTHORIZE THE EXPENDITURE OF FUNDS AND AUTHORIZING THE  
EXECUTION OF DOCUMENTS**

The Village Board for the Village of Caledonia resolves as follows:

**WHEREAS**, the Village Board adopted Resolution No. 2021-94 authorizing the service contract for architectural design for the new Public Safety Building (the "Project"), to authorize expenditure of funds, and the execution of documents.

**WHEREAS**, the Village Board adopted Resolution No. 2021-114 authorizing a service contract for Construction Manager at Risk with Riley Construction Company, Inc for the Project, to bid the subcontracts in accordance with public bidding requirements, to authorize expenditure of funds, and the execution of documents.

**WHEREAS**, after receiving bids for the construction of the Project, the contract with Riley Construction Company, Inc. requires an amendment to include the Guaranteed Maximum Price in the amount of \$21,111,344.00 as set forth in **Exhibit A** (AIA Document A133-2019 Exhibit A Guaranteed Maximum Price Amendment), attached hereto and incorporated herein.

**WHEREAS**, Village staff have identified additional costs such as equipment, commissioning of the equipment, furniture, IT and contingency that are necessary for the Project that are incorporated into the overall Project budget as set forth on the attached **Exhibit B** bringing the combined estimated total for all Project costs to \$24,235,949.00 which shall be the approved Project budget.

**NOW, THEREFORE, BE IT RESOLVED**, that the GMP Amendment attached hereto as **Exhibit A** setting the Guaranteed Maximum Price for the new Public Safety Building is hereby approved and the budget for the Project of \$24,235,949.00 as set forth in **Exhibit B** is also hereby approved.

**NOW, BE IT FURTHER RESOLVED** that the Village President and the Village Clerk are authorized to execute the GMP Amendment and any other documents necessary to carry out the intent of this resolution and the Village's Public Services Director and Village Administrator are authorized to administer these contracts, take such actions and make such decisions necessary to carry out the intent of this resolution and its approvals.

**BE IT FURTHER RESOLVED** that the Village Administrator, in consultation with the Village Public Services Director, is authorized to make additional expenditures consistent with the approvals of the contracts for the Project and this Resolution, in furtherance of the Project, but such expenditures shall not exceed an additional contingency of \$250,000.00.

15 Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this  
day of August, 2022.

**VILLAGE OF CALEDONIA**

By: James R. Dobbs  
James R. Dobbs  
Village President

Attest: Megan O'Brien  
Megan O'Brien  
Deputy Village Clerk

# DRAFT AIA® Document A133™ – 2019

## Exhibit A

### Guaranteed Maximum Price Amendment

This Amendment dated the      day of August in the year 2022, 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 10th day of August in the year 2022 (the “Agreement”)  
(In words, indicate day, month, and year.)

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

Village of Caledonia New Public Safety Building  
5043 Chester Ln.  
Racine, WI 53402

Description: The project consists of a new Public Safety Building for Police and Fire of approximately 52,000 square feet.

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

VILLAGE OF CALEDONIA  
5043 Chester Lane  
Racine, WI 53402

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

RILEY CONSTRUCTION COMPANY, INC.  
5301 99<sup>TH</sup> Avenue  
Kenosha, WI 53144

#### 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.

#### 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.

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.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **Twenty-One Million, One Hundred and Eleven Thousand, Three Hundred and Forty-Four Dollars and 00/100** (\$ 21,111,344.00), subject to additions and deductions by Change Order as provided in the Contract Documents subject to approval by Owner.

§ 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.)

**See Attached Exhibit 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:

Item	Price
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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	Price	Conditions for Acceptance
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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	Units and Limitations	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.)

« September 6, 2022 anticipated award of contracts »

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.

[ ☒ ] By the following date:

§ 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
<input type="text"/>	<input type="text"/>

§ 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:

Document	Title	Date	Pages
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

§ A.3.1.2 The following Specifications:

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

« »

Section	Title	Date	Pages
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

§ A.3.1.3 The following Drawings:

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

« »

Number	Title	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>

§ 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.)

Title	Date	Pages
<input type="text"/>	<input type="text"/>	<input type="text"/>

Other identifying information:

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

Item	Price
Winter Conditions	\$125,000
Material Escalation	\$369,988
Construction Contingency	\$924,970
Design Contingency	\$462,485
Insurance, Bonds, Overhead	\$729,507

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

See Attached Exhibit 2 – Clarification Summary Dated August 10, 2022

§ 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.)

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#### 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.)

AIA

« »

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

OWNER (Signature)

James Dobbs, Village President

(Printed name and title)

Attest:

Megan O'Brien, Deputy Village Clerk

Approved:

By:

Wayne Krueger, Village Finance Director

CONSTRUCTION MANAGER (Signature)

« » « »

(Printed name and title)



## EXHIBIT 1



**Village of Caledonia**  
**Public Safety Building**  
 Chester Lane, Racine, WI 53402

**Construction Documents Phase**  
 August 10, 2022

**Cost Summary**

DESCRIPTION	BID AMOUNTS
General Conditions	1,142,369
#3.01 Concrete Foundations	419,309
#3.02 Concrete Flatwork	414,732
#3.03 Precast Concrete Wall Panels	0
#4.01 Masonry	1,458,954
#5.01 Structural Steel & Misc. Metals	1,538,600
#5.02 Cold-Formed Framing, DEFS, Spray Foam Insulation, and Studs & Gypsum Board	1,366,213
#6.01 Millwork	396,401
#6.02 Rough and Finish Carpentry, VDB, Toilet Partitions and Accessories, Fire Extinguishers & Cabinets, and Window Treatments	467,697
#7.01 Roofing and Sheet Metal	547,491
#7.02 Aluminum Composite Panels & Aluminum Siding	315,800
#7.03 Air & Vapor Barrier and Caulking	170,048
#8.01 Doors, Frames, and Hardware	239,253
#8.02 Overhead Doors	253,850
#8.03 Glass and Glazing	420,700
#9.01 Ceramic Tile	189,795
#9.02 Acoustical Ceilings and Acoustical Wall Panels	335,600
#9.03 Carpet and Resilient Flooring	306,562
#9.04 Special Coatings	111,494
#9.05 Painting and Wall Coverings	245,803
#10.01 Signage	43,325
#11.01 Detention Equipment	253,500
#21.01 Fire Protection	383,350
#22.01 Plumbing	989,800
#23.01 HVAC	1,735,850
#26.01 Electrical & Low Voltage	2,463,310
#31.01 Earthwork	914,050



DESCRIPTION	BID AMOUNTS
#32.01 Site Concrete, Bike Rack, Fence, and Flagpole	364,931
#32.02 Landscaping	215,026
#32.03 Asphalt and Curb & Gutter	400,581
#33.01 Site Utilities	395,000
Subtotal	18,499,394
Winter Conditions Allowance	125,000
Construction Contingency (5%)	924,970
Design Contingency (2.5%)	462,485
Material Escalation Allowance (2%)	369,988
Building Permit Allowance	Waived by Village
Subtotal	20,381,837
Builders Risk Insurance	34,000
Additional Insurance Fee	Waived by Village
General Liability Insurance (0.85%)	173,246
Subtotal	20,589,083
Overhead & Profit (1.95%)	401,487
Preconstruction Fee	0
A/E Fee	By Owner
Subtotal	20,990,570
Performance Bond	120,774
TOTAL	\$ 21,111,344





## EXHIBIT 2

**Village of Caledonia  
Public Safety Building**  
Chester Lane, Racine, WI 53402

### Construction Documents Phase

August 10, 2022

### Clarification Summary

#	DESCRIPTION
1	This proposal is based on the project manual and drawings prepared by FGM Architects, dated 6/20/22, and Addenda 1-4.
2	Due to the unpredictable nature of current market conditions and supply chain issues, material costs and delivery schedules are subject to change. Price and schedule protection cannot be guaranteed until materials are ordered and shipment to the site has been confirmed. A 2% Material Escalation Allowance is included.
3	This proposal is based on construction commencing in September 2022. A \$125,000 Winter Conditions Allowance is included.
4	Builders Risk Insurance is included.
5	Architectural and engineering fees, including plan review fees and reimbursables, are by Owner.
6	Village of Caledonia impact fees and permit fees for the building, plumbing, HVAC, and electrical permits have been waived.
7	Sales tax is excluded.
8	This proposal is based on the project being completed in one phase.
9	This proposal is based on the work being performed during normal working hours. Premium time is not included.
10	Utility charges for permanent electric, gas, phone, and cable services are by Owner.
11	Unforeseen conditions (unsuitable soils, buried items, unmarked utilities, etc.) are not included. A \$50,000 allowance for unsuitable soils is included.
12	Soil stabilization is not included.
13	Furniture, fixtures, and equipment (office furniture, bunk furniture, day room furniture, computer equipment, appliances, artwork, floor mats, fume hood, fuming chamber, drying cabinets, gear extractor, etc.) are by Owner.
14	Traffic signal work or power line relocation at 4-Mile Road is not included.
15	This proposal includes (58) bollards.
16	This proposal is based on substitutions being accepted for the overhead doors and the floor coatings.
17	This proposal includes the cost for the overhead doors, but the contract will need to be carried by the Village of Caledonia due to the contractor's non-union status (Riley Construction is signatory to the carpenter's union and is unable to hire non-union contractors for overhead doors).
18	Joint filler at sealed concrete areas is not included.
19	This proposal includes an alternate rooftop unit that meets the recent changes to the federal energy efficiency requirements.
20	This proposal does not include grounding of the chain link fence. If grounding is required, the design would need to be changed to a non-vinyl coated fence.

## EXHIBIT B

Construction Costs	\$	21,111,344.00
A/E Fee	\$	1,375,600.00
Commissioning	\$	45,000.00
Furniture Design and Procurement	\$	32,000.00
Builders Risk Insurance		In Construction Costs
Furniture	\$	650,000.00
Lockers	\$	180,000.00
Owner Equipment	\$	360,000.00
Phone, Paging System, Base Radio Sytem	\$	90,000.00
IT Costs	\$	30,000.00
Geotechnical Report & Soil Borings	\$	5,005.00
Traffic Impact Analysis	\$	17,000.00
Traffic Signal Allowance	\$	150,000.00
Impact Fees		Waived
WE Energies Costs for Permanent Gas & Electric to Building	\$	25,000.00
Telephone Utility Costs to Building	\$	10,000.00
Fire Department Furniture (Beds, Recliners, etc.)		In Furniture Allowance Above
Appliances & TV Monitors		Included in Owner Equipment
Office equipment - copiers, printers, shredders, etc.		Included in Owner Equipment
Interview Equipment, Devices, Cabling	\$	50,000.00
Storage Systems - shelving, laundry lockers, gear lockers, locker padlocks, etc.		Included in Line 8 - Owner Equipment
Police Equipment - drying cabinets, fume hood, narcsafe workstation, intoximeter, live scan unit	\$	20,000.00
Fire Equipment - hose rack, SCBA compressor, SCBA fill station and cart, gear extractor		Included in Owner Equipment
Tools		Moving Existing
Exercise Equipment		Future Expense (Grant/Contingency)
Artwork (e.g. Wall of Chiefs)		Future Expense
Legal Fees		Absorb through regular budget
Financing Costs		Included
Moving Expenses	\$	10,000.00
Owner Contingency	\$	75,000.00
<b>TOTAL:</b>	<b>\$</b>	<b>24,235,949.00</b>