

ORDINANCE NO. 52-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO THE GUARANTEED MAXIMUM PRICE AGREEMENT NO. 2 WITH THE RUHLIN COMPANY, FOR WORK AT THE MEDINA MUNICIPAL COURTHOUSE, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

- SEC. 1:** That the Mayor is hereby authorized and directed to execute the Guaranteed Maximum Price Agreement No. 2 between the City of Medina and The Ruhlin Company to approve the attached amendment to the base agreement to complete concrete and steel work, install the elevator and elevator shafts, and electric gear at the Medina Municipal Courthouse.
- SEC. 2:** That a copy of the Guaranteed Maximum Price Agreement No. 2 is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the funds to cover the agreement, in the estimated amount of \$1,342,430.00 are available as follows: \$671,215.00 in Account No. 169-0716-54412 and \$671,215.00 in Account No. 301-0716-54412.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to lock in costs and allow the project to continue without delay; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: March 10, 2025

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: March 11, 2025

SIGNED: Dennis Hanwell
Mayor

ORD 52-25
Rkh. A



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GMP AMENDMENT #2

Structure, Elevator and Switchgear

City of Medina

Medina Municipal Court Renovation

Project No. 24023



February 10, 2025



TABLE OF CONTENTS

MEDINA MUNICIPAL COURTHOUSE

GMP AMENDMENT #2

Structure, Elevator and Switchgear

Form of Guaranteed Maximum Price Amendment - Exhibit A

Project Cost Breakdown – Exhibit B
Project Budget and Cost Breakdown

Drawings & Specifications – Exhibit C
GMP Basis Document(s)

Assumptions & Clarifications – Exhibit D

Construction Schedule – Exhibit E

Allowances – Exhibit F

Alternates – Exhibit G not used

Unit Prices – Exhibit H not used

Staffing Plan – Exhibit I

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EXHIBIT A – FORM OF AGREEMENT

MEDINA MUNICIPAL COURTHOUSE

GMP AMENDMENT #2

Structure, Elevator and Switchgear

Form of Guaranteed Maximum Price Amendment #2

EXHIBIT A

FORM OF GUARANTEED MAXIMUM PRICE AMENDMENT

GUARANTEED MAXIMUM PRICE AMENDMENT

Pursuant to Article 6 of the Standard Form of Agreement Between Owner and Construction Manager as Constructor (AIA® Document A133™ – 2019), dated as of August 26, 2024 (the "**Agreement**") between The City of Medina, ("**Owner**"), and The Ruhlin Company, an Ohio corporation ("**Construction Manager**" or "**CMR**"), Owner and Construction Manager desire to enter into this Guaranteed Maximum Price Amendment (this "**Amendment**") and establish a guaranteed maximum price for the Work (as defined in the Agreement and further herein). Therefore, Owner and Construction Manager agree as follows:

ARTICLE 1, GUARANTEED MAXIMUM PRICE

1. This Amendment covers the following Work: Enabling Work, Asbestos Abatement and Selective Demolition to accommodate future renovation activities
2. Capitalized words and phrases used but not defined herein shall have the same meanings as are ascribed to such words in the Agreement.
3. The Architect on the project is Brandstetter Carroll, Inc. ("Architect").
4. Construction Manager's guaranteed maximum price for the Work described herein and the GMP Documents attached hereto, including the Cost of the Work, Construction Manager's Fee and the Construction Contingency with respect to such work is One Million, Three Hundred Forty-Two Thousand Four Hundred Thirty Dollars (\$1,342,430.00).
5. The attached Exhibits are a part of the Agreement as if each were physically incorporated therein.

EXHIBIT	DESCRIPTION	DATE	PAGES
A	Form of Guaranteed Maximum Price Amendment	02.10.25	2
B	Project Cost Breakdown	02.10.25	1
C	Drawings and Specifications upon which GMP #2 is based	12.20.24	6
D	Qualifications and Assumptions	02.10.25	4
E	GMP Schedule	01.06.25	1
F	Allowances	02.10.25	1
G	Alternates – not used	n/a	n/a
H	Unit Prices – not used	n/a	n/a
I	Staffing Plan	02.10.25	1

6. This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.
7. Except as specifically amended herein, all the provisions of the Agreement remain in full force and effect and all terms and conditions of the Agreement shall apply. In the event of an irreconcilable conflict between the terms of the Agreement and those of this Amendment, the terms of this Amendment shall control.
8. By execution of this Amendment, Construction Manager acknowledges that, as of the date of this Amendment, Construction Manager is not aware of, and has not reserved, any claim against the Owner.


This Amendment is entered as of the 11th day of March, 2025.

OWNER:

CONSTRUCTION MANAGER:

THE CITY OF MEDINA, OHIO

THE RUHLIN COMPANY,
An Ohio corporation

By: 
Dennis Hanwell
Mayor

By: _____
Jim Ruhlin Jr.
President & COO

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CONSTRUCTION MANAGER:

THE CITY OF MEDINA, OHIO

THE RUHLIN COMPANY,
An Ohio corporation

By: 

Dennis Hanwell
Mayor

By: 

Jim Ruhlin Jr.
President & COO



EXHIBIT B – PROJECT COST BREAKDOWN

MEDINA MUNICIPAL COURTHOUSE

GMP AMENDMENT #2

Structure, Elevator and Switchgear

The Project Cost Breakdown incorporates the fully itemized general conditions, construction contingency, reimbursables, and associated fee in line with the basis documents.

SUMMARY OF PROBABLE COST

Project: **CITY OF MEDINA
MEDINA MUNICIPAL COURT RENOVATION**



The Ruhlin Company

Design: Brandstetter Carroll Inc.
Phase: **GMP #2 - CONCRETE, MASONRY, STEEL, ELEVATORS, ELECT GEAR**
Date: 2/10/2025

Overall Area: **26,222 SF**

BP	DESCRIPTION - SCOPE OF WORK			SF COST	ESTIMATE
3	CONCRETE & WATERPROOFING Allowance 1 - Concrete Overage for Excavation Includes added pier for Column D7 rework	26,222	SF	\$9.75	\$255,789 \$25,000
4	MASONRY - ELEVATOR SHAFTS & INFILLS	26,222	SF	\$10.24	\$268,640
5	STRUCTURAL STEEL & MISC METALS Includes supply of lintels, deduct for hoistway & ladder	26,222	SF	\$4.59	\$120,450
14	ELEVATORS - 3 TOTAL Includes added reinspection fee and temporary use fee KONE is basis of design, but Otis proposal very close for \$35k savings	26,222	SF	\$15.58	\$408,538
15A	ELECTRIC GEAR - PRE PURCHASE	26,222	SF	\$1.01	\$26,400
	Allowance for "1841" Building Structural - Lintels, Concrete, Masonry Openings				\$30,000
7	GENERAL REQUIREMENTS	26,222	SF	\$2.59	\$67,933
	SUBTOTAL OF ABOVE COSTS - TRADES WORK	26,222	SF	\$45.87	\$1,202,750

TOTAL DIRECT CONSTRUCTION	26,222	SF	\$46	\$1,202,750
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CONSTRUCTION STAGE COMPENSATION

Ruhlin Staff	1	LS	\$152,265	\$59,653
General Conditions				\$40,642
CM Contingency	1.5%			\$19,546
CM Fee	1.5%			\$19,839

TOTAL CONSTRUCTION COSTS	26,222	SF	\$51	\$1,342,430
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PROJECT SOFT COSTS (to be included by Owner)

a. Owner Contingency - Scope Changes or Unforeseen Conditions	Not Included
b. A/E Design Costs	Not Included
c. Testing and Inspections	Not Included
d. Costs for Relocating Owner's Salvage Furniture, Books, Etc..	Not Included
e. Temporary Power Consumption	Not Included
f. Temporary Water & Fuel Consumption	Not Included



EXHIBIT C – BASIS DOCUMENTS - DRAWINGS

MEDINA MUNICIPAL COURTHOUSE

GMP AMENDMENT #2

Structure, Elevator and Switchgear

This GMP #2 is based on the following documents and specifications:

- Medina Municipal Courthouse Renovation
GMP #2 & #3 Package
Prepared by: Brandstetter Carroll, Inc. Date: 12/20/2024

See full detail attached



Exhibit C



CITY OF MEDINA COURTHOUSE RENOVATION

75% CONSTRUCTION DOCUMENTS GMP 2

PROJECT: MEDINA MUNICIPAL COURTHOUSE RENOVATION

NUMBER	DESCRIPTION	DATE / ISSUED
GENERAL		
G-000	COVER SHEET	12/20/24
G-001	GENERAL INFO, DRAWING INDEX & CODE DATA	12/20/24
G-101	FIRST AND SECOND FLOOR CODE PLANS	12/20/24
G-102	THIRD FLOOR CODE PLAN AND DETAILS	12/20/24
CIVIL		
C-100	SITE DEMOLITION PLAN	
C-101	SITE UTILITY PLAN	
LANDSCAPE		
L-101	LANDSCAPE PLAN	
STRUCTURAL		
S-001	GENERAL NOTES	12/20/24
S-002	GENERAL NOTES	12/20/24
S-101	FOUNDATION PLAN	12/20/24
S-102	SECOND FLOOR FRAMING PLAN	12/20/24
S-103	THIRD FLOOR FRAMING PLAN	12/20/24
S-104	ROOF FRAMING PLAN	12/20/24
S-105	PENTHOUSE FRAMING PLAN	12/20/24
S-310	TYPICAL FOUNDATION DETAILS	12/20/24
S-320	TYPICAL CONCRETE DETAILS	12/20/24
S-330	TYPICAL MASONRY DETAILS	12/20/24
S-340	TYPICAL STEEL DETAILS	12/20/24
ARCHITECTURAL		
A-100	FIRST FLOOR LIMITED CONSTRUCTION PLAN	12/20/24
A-101	FIRST FLOOR PLAN	01/09/24
A-102	FIRST FLOOR DIMENSION PLAN	01/09/24
A-103	SECOND FLOOR PLAN	01/09/24
A-104	SECOND FLOOR DIMENSION PLAN	01/09/24
A-105	THIRD FLOOR PLAN	01/09/24
A-106	THIRD FLOOR DIMENSION PLAN	01/09/24
A-107	ROOF / PENTHOUSE PLAN	12/20/24
A-110	FIRST FLOOR RCP LIMITED CONSTRUCTION PLAN	12/20/24
A-111	FIRST FLOOR REFLECTED CEILING PLAN	01/09/24
A-112	SECOND FLOOR REFLECTED CEILING PLAN	01/09/24
A-113	THIRD FLOOR REFLECTED CEILING PLAN	01/09/24
A-201	EXTERIOR ELEVATIONS	12/20/24
A-202	EXTERIOR ELEVATIONS	12/20/24
A-211	INTERIOR ELEVATIONS	12/20/24
A-301	BUILDING SECTIONS	12/20/24
A-302	BUILDING SECTIONS	12/20/24
A-401	ENLARGED COURTROOM PLANS AND DETAILS	12/20/24
A-402	ENLARGED TOILET PLANS AND DETAILS	12/20/24
A-403	ENLARGED TOILET PLANS AND DETAILS	12/20/24
A-404	TOILET ELEVATIONS	12/20/24
A-405	TOILET ELEVATIONS	12/20/24
A-501	PLAN DETAILS	12/20/24
A-502	SECTION DETAILS	12/20/24
A-601	DOOR SCHEDULE	12/20/24
A-602	DOOR TYPES & DETAILS	12/20/24
A-603	DOOR DETAILS	12/20/24

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Exhibit C

CITY OF MEDINA COURTHOUSE RENOVATION

75% CONSTRUCTION DOCUMENTS GMP 2

PROJECT: MEDINA MUNICIPAL COURTHOUSE RENOVATION



NUMBER	DESCRIPTION	DATE / ISSUED
GENERAL		
G-000	COVER SHEET	12/20/24
G-001	GENERAL INFO, DRAWING INDEX & CODE DATA	12/20/24
A-606	WINDOW TYPES & DETAILS	12/20/24
A-701	CASEWORK ELEVATIONS & DETAILS	12/20/24
A-702	CASEWORK WINDOW ELEVATIONS	12/20/24
A-703	FIRST FLOOR TERRAZZO FINISH PLAN	12/20/24
A-704	SECOND FLOOR TERRAZZO FINISH PLAN	12/20/24
A-705	FIRST FLOOR	12/20/24
A-801	IN-CUSTODY ELEVATOR PLANS AND DETAILS	01/09/24
A-802	STAFF AND PUBLIC ELEVATOR PLANS AND DETAILS	01/09/24
A-901	ROOM FINISH SCHEDULE	12/20/24
A-905	FIRST FLOOR FURNITURE PLAN	12/20/24
A-906	SECOND FLOOR FURNITURE PLAN	12/20/24
A-907	THIRD FLOOR acad FURNITURE PLAN	12/20/24
FIRE PROTECTION		
FP-001	FIRE PROTECTION SYMBOL LEGEND AND NOTES	12/20/24
FP-101	FIRST FLOOR FIRE PROTECTION PLAN	12/20/24
FP-102	SECOND FLOOR FIRE PROTECTION PLAN	12/20/24
FP-103	THIRD FLOOR FIRE PROTECTION PLAN	12/20/24
FP-104	ROOF FIRE PROTECTION PLAN	12/20/24
PLUMBING		
P-001	PLUMBING SYMBOL LEGAND AND NOTES	12/20/24
P-100	UNDERSLAB PLUMBING PLAN	12/20/24
P-101	FIRST FLOOR SANITARY, STORM AND VENT PLAN	12/20/24
P-102	SECOND FLOOR SANITARY, STORM AND VENT PLAN	12/20/24
P-103	THIRD FLOOR SANITARY, STORM AND VENT PLAN	12/20/24
P-104	PENTHOUSE/ROOF SANITARY, STORM AND VENT PLAN	12/20/24
P-201	FIRST FLOOR DOMESTIC WATER AND GAS PLAN	12/20/24
P-202	SECOND FLOOR DOMESTIC WATER PLAN	12/20/24
P-203	THIRD FLOOR DOMESTIC WATER PLAN	12/20/24
P-401	ENLARGED RESTROOM PLUMBING PLANS	12/20/24
P-402	ENLARGED RESTROOM PLUMBING PLANS	12/20/24
P-403	ENLARGED RESTROOM PLUMBING PLANS	12/20/24
P-501	PLUMBING DETAILS	12/20/24
P-701	PLUMBING SCHEDULES	12/20/24
P-901	PLUMBING ISOMETRICS	12/20/24
MECHANICAL		
M-001	MECHANICAL SYMBOL LEGENDS AND NOTES	12/20/24
M-101	FIRST FLOOR MECHANICAL PLAN	12/20/24
M-102	SECOND FLOOR MECHANICAL PLAN	12/20/24
M-103	THIRD FLOOR MECHANICAL PLAN	12/20/24
M-104	PENTHOUSE/ROOF MECHANICAL PLAN	12/20/24
M-201	FIRST FLOOR MECHANICAL PIPING PLAN	12/20/24
M-202	SECOND FLOOR MECHANICAL PIPING	12/20/24
M-203	THIRD FLOOR MECHANICAL PIPING PLAN	12/20/24
M-204	PENTHOUSE MECHANICAL PIPING PLAN	12/20/24
M-301	MECHANICAL SECTION PLANS	12/20/24
M-401	ENLARGED MECHANICAL PLANS	12/20/24
M-501	MECHANICAL DETAILS	12/20/24
M-502	MECHANICAL DETAILS	12/20/24
M-601	MECHANICAL CONTROLS	12/20/24
M-602	MECHANICAL CONTROLS	12/20/24
M-701	MECHANICAL SCHEDULES	12/20/24

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Exhibit C

CITY OF MEDINA COURTHOUSE RENOVATION

75% CONSTRUCTION DOCUMENTS GMP 2

PROJECT: MEDINA MUNICIPAL COURTHOUSE RENOVATION



NUMBER	DESCRIPTION	DATE / ISSUED
GENERAL		
G-000	COVER SHEET	12/20/24
G-001	GENERAL INFO, DRAWING INDEX & CODE DATA	12/20/24
ELECTRICAL		
E-001	ELECTRICAL SYMBOL LEGEND	12/20/24
E-002	ELECTRICAL GENERAL NOTES	12/20/24
E-101	FIRST FLOOR LIGHTING PLAN	12/20/24
E-102	SECOND FLOOR LIGHTING PLAN	12/20/24
E-103	THIRD FLOOR LIGHTING PLAN	12/20/24
E-104	ROOF LIGHTING PLAN	12/20/24
E-200	OVERALL BUILDING POWER PLAN	12/20/24
E-201	FIRST FLOOR POWER PLAN	12/20/24
E-202	SECOND FLOOR POWER PLAN	12/20/24
E-203	THIRD FLOOR POWER PLAN	12/20/24
E-204	ROOF POWER PLAN	12/20/24
E-300	FIRE ALARM NOTES, LEGEND AND DETAILS	12/20/24
E-301	FIRST FLOOR FIRE ALARM PLAN	12/20/24
E-302	SECOND FLOOR FIRE ALARM PLAN	12/20/24
E-303	THIRD FLOOR FIRE ALARM PLAN	12/20/24
E-304	ROOF FIRE ALARM PLAN	12/20/24
E-305	FIRE ALARM RISER AND SEQUENCE OF OPERATIONS	12/20/24
E-401	ENLARGED ELECTRICAL PLANS	12/20/24
E-501	LIGHTING CONTROL DETAILS	12/20/24
E-511	POWER DETAILS AND DIAGRAMS	12/20/24
E-601	ELECTRICAL ONE LINE DIAGRAM - NORMAL NEW WORK	12/20/24
E-602	ELECTRICAL ONE LINE DIAGRAM - EMERG. NEW WORK	12/20/24
E-701	LUMINAIRE SCHEDULE	12/20/24
E-711	ELECTRICAL PANEL SCHEDULES	12/20/24
E-712	ELECTRICAL PANEL SCHEDULES	12/20/24
E-713	ELECTRICAL PANEL SCHEDULES	12/20/24
E-721	EQUIPMENT CONNECTION SCHEDULES	12/20/24
TECHNOLOGY		
T-001	TECHNOLOGY SYMBOL LEGEND AND NOTES	12/20/24
T-100	OVERALL BUILDING PATHWAYS AND SPACES PLAN	12/20/24
T-201	FIRST FLOOR TECHNOLOGY PLAN	12/20/24
T-202	SECOND FLOOR TECHNOLOGY PLAN	12/20/24
T-203	THIRD FLOOR TECHNOLOGY PLAN	12/20/24
T-401	TECHNOLOGY ENLARGED PLANS	12/20/24
T-501	TECHNOLOGY DETAILS	12/20/24
T-601	TECHNOLOGY RISER DIAGRAMS	12/20/24
T-602	TECHNOLOGY RISER DIAGRAMS	12/20/24
T-603	TECHNOLOGY RISER DIAGRAMS	12/20/24
T-604	TECHNOLOGY RISER DIAGRAMS	12/20/24
T-605	TECHNOLOGY RISER DIAGRAMS	12/20/24

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PROJECT: MEDINA MUNICIPAL COURTHOUSE RENOVATION



SPEC. NO.	DESCRIPTION	DATE
DIVISION 01 - SPECIFICATIONS - not provided		
DIVISION 03 - CONCRETE - not provided		
329200	Turf & Grasses	January 2025
329300	Plants	January 2025
DIVISION 04 - MASONRY - not provided		
042000	Unit Masonry	December 2024
DIVISION 05 - METALS		
054000	Cold-Form Metal Framing	December 2024
055000	Metal Fabrications	January 2025
DIVISION 06 - WOODS, PLASTICS, AND COMPOSITES		
061600	Sheathing	December 2024
064023	Interior Architectural Woodwork	December 2024
064116	Plastic-Laminate-Clad Architectural Cabinets	December 2024
064216	Flush Wood Paneling	December 2024
066400	Plastic Paneling	December 2024
DIVISION 07 - THERMAL AND MOISTURE CONTROL		
071416	Cold Fluid Applied Waterproofing	
072100	Thermal Insulation	December 2024
075323	Ethylene-Propylene-Diene-Monomer (EPDM) Roofing	December 2024
076200	Sheet Metal Flashing and Trim	December 2024
078413	Pentrated Firestopping	December 2024
079200	Joint Sealants	December 2024
DIVISION 08 - OPENINGS		
081113	Hollow Metal Doors and Frames	December 2024
081416	Flush Wood Doors	December 2024
085200	Wood Windows	
088000	Glazing	December 2024
DIVISION 09 - FINISHES		
092900	Gypsum Board	December 2024
093005	Floor Transitions	December 2024
093013	Tiling	December 2024
095123	Acoustical Tile Ceilings	December 2024
096513	Resilient Base & Accessories	December 2024
096519	Resilient Tile Flooring	December 2024
096813	Tile Carpeting	December 2024
099123	Interior Painting	December 2024
099300	Staining and Transparent Finishing	December 2024
DIVISION 10 - SPECIALTIES		
101400	Signage	December 2024
102113.17	Phenolic- Core Toilet Compartments	December 2024
102800	Toilet, Bath & Laundry Accessories	December 2024
104413	Fire Extinguisher Cabinets	December 2024
104416	Fire Extinguisher	December 2024
DIVISION 11 - EQUIPMENT		
111900	Detention Equipment	December 2024
DIVISION 12 - FURNISHINGS		
122413	Roller Window Shades	December 2024
123661.16	Solid Surfacing Countertops	December 2024
DIVISION 13 - SPECIAL CONSTRUCTION		
130700	Bullet Resistant Fiberglass	December 2024

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CITY OF MEDINA COURTHOUSE RENOVATION

75% CONSTRUCTION DOCUMENTS GMP 2

PROJECT: MEDINA MUNICIPAL COURTHOUSE RENOVATION

SPEC. NO.	DESCRIPTION	DATE
DIVISION 14 - CONVEYING EQUIPMENT		
142123.16	Machine Room-less Electric Traction Passenger Elevators	December 2024
DIVISION 21 - FIRE SUPPRESSION		
210500	Common Work Results for Fire Suppression	December 2024
211313	Wet-Pipe Sprinkler System	December 2024
211316	Dry-Pipe Sprinkler System	December 2024
DIVISION 22 - PLUMBING		
220500	Common Work Results for Plumbing	December 2024
230513	Common Motor Requirements for Plumbing Equipment	December 2024
220519	Meters and Gages for Plumbing Piping	December 2024
220523	General Duty Valves for Plumbing Piping	December 2024
220529	Hangers and Supports for Plumbing	December 2024
220553	Identification for Plumbing Piping and Equipment	December 2024
220700	Plumbing Isolation	December 2024
221116	Domestic Water Piping	December 2024
221123	Domestic Water Pumps	December 2024
221316	Sanitary Waste and Vent Piping	December 2024
221319	Sanitary Waste Piping Specialties	December 2024
221429	Sump Pumps	December 2024
223400	Fuel-Fired, Domestic Water Heaters	December 2024
224000	Plumbing Fixtures	December 2024
DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING		
230500	Common Work Results for HVAC	December 2024
230513	Common Motor Requirements for Plumbing Equipment	December 2024
230514	Variable Frequency Motor Controllers	December 2024
230516	Expansion Fittings and Loops for HVAC Piping	December 2024
230519	Meters and Gages for HVAC	December 2024
230523	General-Duty Valves for HVAC	December 2024
230529	Hangers and Supports for HVAC	December 2024
230553	Identification for HVAC	December 2024
230593	Testing, Adjusting, and Balancing	December 2024
230700	HVAC Insulation	December 2024
232113	Hydronic Piping	December 2024
232123	Hydronic Pumps	December 2024
232300	Refrigerant Piping	December 2024
232500	HVAC Water Treatment	December 2024
233113	Metal Ducts	December 2024
233423	HVAC Power Ventilators	December 2024
233600	Air Terminal Units	December 2024
233713	Diffusers, Registers & Grilles	December 2024
235216	Condensing Boilers	December 2024
237413	Packaged, Outdoor, Air-Handling Units	December 2024
238239	Unit Heaters	December 2024
DIVISION 25 - INTEGRATED AUTOMATION - not provided		
DIVISION 26 - ELECTRICAL		
260101	Electrical Demolition	December 2024
260126	Testing of Electrical Systems	December 2024
260500	Common Work Results for Electrical	December 2024
260519	Low-Voltage Electrical Power Conductors and Cables	December 2024
260523	Control-Voltage Electrical Power Cables	December 2024

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Exhibit C

CITY OF MEDINA COURTHOUSE RENOVATION

75% CONSTRUCTION DOCUMENTS GMP 2

PROJECT: MEDINA MUNICIPAL COURTHOUSE RENOVATION



SPEC. NO.	DESCRIPTION	DATE
260526	Grounding and Bonding for Electrical Systems	December 2024
260529	Hangers and Supports for Electrical Systems	December 2024
260533	Raceways and Boxes for Electrical Systems	December 2024
260543	Underground Ducts and Raceways for Electrical Systems	December 2024
260544	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	December 2024
260553	Identification for Electrical Systems	December 2024
260573	Electrical Systems Studies	December 2024
260923	Lighting Control Devices	December 2024
262200	Low-Voltage Transformers	December 2024
262416	Panelboards	December 2024
262726	Wiring Devices	December 2024
262813	Fuses	December 2024
262816	Enclosed Switches and Circuit Breakers	December 2024
262913	Enclosed Controllers	December 2024
264113	Lighting Protection for Structures	December 2024
264313	Surge Protecting Devices	December 2024
265100	Interior Lighting	December 2024
265600	Exterior Lighting	December 2024
DIVISION 27 - COMMUNICATIONS		
270526	Grounding and Bonding for Communication Systems	December 2024
270528	Pathways for Communications Systems	December 2024
271100	Communications for Equipment Room Fittings	December 2024
271513	Communications Copper Horizontal Cabling	December 2024
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY		
281300	Access Control System	December 2024
282000	Video Surveillance	December 2024
284621.11	Addressable Fire-Alarm Systems	December 2024
DIVISION 31 - EARTHWORK - not provided		
DIVISION 32 - EXTERIOR IMPROVEMENTS - not provided		
DIVISION 33 - UTILITIES - not provided		

THE RUHLIN COMPANY

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EXHIBIT D - ASSUMPTIONS & CLARIFICATIONS



General Assumptions / Clarifications

1. The GMP is based upon the terms and conditions of these Assumptions and Clarifications. These assumptions and clarifications shall be read in the context of the other Contract Documents and shall be interpreted to be consistent with other Contract Documents, if possible, but these clarifications and assumptions take precedence over any other Contract Documents in the event of a clear and irreconcilable conflict.
2. It is assumed the Contract Documents issued by Brandstetter Carroll, Inc. comply with all applicable laws, codes (including the latest City, State, or Federal Approved Building Codes), and regulations of various governmental entities having jurisdiction over this project. The GMP excludes the cost of correcting any code violations or requests from building inspectors should they be encountered during construction, unless detailed in the contract documents.
3. GMP schedule is based on Medina City Council providing Ruhlin with a signed Contract on or before February 25, 2025.
4. Applicable performance and payment bonds and Builder's Risk Insurance costs are included on the GMP as being provided by The Ruhlin Company.
5. The GMP is based on the Project Schedule with Date of January 6, 2025 and attached as Exhibit E to the GMP Amendment. The schedule is a baseline project schedule. Modifications and refinement to this schedule will be made based on Owner, Architect and Subcontractor coordination. Any work performed or contracted directly by the Owner, will be coordinated with Ruhlin in sufficient time to avoid impacting the overall Construction Progress Schedule or affecting specific Subcontract activities.
6. The GMP is based upon receiving all document deliverables from the Owner and Architect per the Project Schedule. A/E review period of Submittals shall not exceed (14) calendar days, A/E response time to Requests for Information shall not exceed (7) calendar days. Change Order pricing, change order proposal reviews and other deliverables that may have schedule implications; critical items requiring compressed review timeframes, will be identified on the submittal register and discussed during the weekly project team meetings.
7. The GMP is based on cooperation of the City of Medina Building Department, EPA and other AHJ's to allow continuation of the Work per the Project Schedule. Any impacts to the Project Schedule associated with the aforementioned entities may require time extensions and will be addressed on a case-by-case basis.
8. Ruhlin reserves the right to optimize the sequence of construction at any time. This may include re-arranging construction activities, adjustment of activity durations, and any other changes which will not affect the final delivery dates.

Exhibit D

9. The GMP assumes that design changes will not be allowed on shop drawings/submittals or RFI responses without also issuing a Bulletin to the GMP basis documents. This is required so that all trade contractors are also made aware of the design changes that may impact on their work. In addition, this will ensure final design documents include subsequent design revisions for Medina City's records.
10. This GMP is based on all specified equipment and materials fitting within the dimensioned spaces identified on the documents, including all required tolerances and clearances.
11. The following items are to be provided by Owner and/or A/E:
 - a. CAD files, Drawings and Specifications in electronic format suitable for distribution at no cost.
 - b. All project related Professional Services, including environmental testing, third party Commissioning, air sampling for LEED, Special Inspections and Testing Services (soils, concrete, steel, masonry, curtain wall, fireproofing, Fire stopping, chamber testing, roofing, etc.).
 - c. Plan review fees, permitting and inspection costs.
 - d. All site, SWPPP, grading, building permit fees.
 - e. Utility tap, inspection fees, and capacity fees.
12. No shift work or overtime has been included based on the Project Schedule.
13. In the event, The Ruhlin Company needs to perform additional work to recover days, the following guidelines will be utilized for CMr Contingency:
 - a. Hours performed by the contractor greater than 40 cumulative hours for the week shall be considered overtime hours.
 - b. Hours worked by the contractor on a Saturday, regardless of total accumulated hours from the given work week are considered overtime hours.
14. All extended Subcontractor and Manufacturer warranties shall be "pass-through" warranties from the appropriate party; extended warranties by Ruhlin are not included in the GMP.
15. All contract and project documentation between the CM and the Owner will be electronically delivered. This includes all closeout documents, as-builts, O&M manuals, warranties, etc.
16. GMP is per the stated scope of work. However, this and any future GMP's will be cumulative, not mutually exclusive. The costs associated with items such as staffing, GC's, General Requirements, Contingency, etc. for the current GMP can be used in future GMP's. For example, contingency identified in this GMP can be utilized for items covered under future GMP Scope of Work.
17. All costs associated with Winter Weather Conditions, to include but not limited to: temporary heaters, fuel, admixtures, accelerators, hot water, blankets, tarps shall be covered under an allowance within GMP.
18. If add alternates are selected after the GMP approval, the completion date for the project will be reviewed on a case-by-case basis as some alternates could impact the schedule. All costs for alternates not accepted at the time of the GMP submission will need to be reevaluated after GMP approval if accepted.
19. The GMP Proposal pricing is based on the understanding that the entire project is sales tax-exempt as allowable under Ohio Revised Code and per Owner-issued certificate.

Exhibit D

20. All loose furnishings or other items the Owner wants to salvage from the building shall be completed no later than February 25, 2025.

General Exclusions

1. Costs for any additional requirements, taxes, tariffs, or fees imposed under any statute, becoming effective after the date of the GMP Amendment.
2. The GMP does not assume any responsibility for the current conditions or integrity of the existing storm, sanitary, water, gas, or other existing utilities within or adjacent to the project.
3. The GMP does not include unforeseen impacts that may result from the COVID-19 or similar Coronavirus pandemic-like scenarios. We will take steps to minimize the cost or schedule impacts. This could include material lead times increasing, specific items becoming unavailable, availability of labor forces or other unknown impacts.
4. The GMP assumes that all items outside of the proposed work are code compliant. We do not include work to correct any deficiencies on site or in the existing structures beyond what has been identified in the basis documents of this GMP.
5. Private utility locating services are excluded. Ruhlin will contact OUPS to locate the existing utilities. Relocation, repairs or replacement of existing unidentified or unknown underground utilities, not shown to be performed within the basis documents, will be performed as change order work.
6. The GMP assumes the cost to eliminate any underground obstructions present on the site as unforeseen conditions, to be paid by the Owner.
7. No mock-ups are included in the GMP. Mock-up design drawings are to be prepared and provided by the Brandstetter Carroll, Inc. Change order pricing will be prepared for review/approval once mock-ups are identified.
8. No Pre-Construction Testing has been included in the GMP. Brandstetter Carroll, Inc. is to generate a list of desired systems that require pre-construction tests, with associated ASTM, ANSI, SMACNA, etc., industry standard and references.
9. Photographic Documentation of the Work is excluded.
10. Dumpsters for any Owner vendors and furnishings, fixtures and equipment.
11. The cost of the building permit is not included. It is assumed that any required demo and building permits will be in place to allow for the start of construction per the schedule.

Structural Steel, Concrete & Masonry Clarifications

1. Concrete contractor will excavate, form, pour and backfill elevator pits as shown. Clarification that elevator pits are to be poured concrete up to grade, not masonry as shown on architectural drawings.

Exhibit D

2. Scope and quantities for abatement are those as defined within HZW Consultants Asbestos Survey, dated April 27, 2020.
3. Hauling excavation spoils for elevator pits will be brought out through the east connecting corridor, off hours or on weekend. Protection of existing floors and surfaces is included.
4. No rock excavation of any kind is included. Any materials encountered below the surface determined to be unsuitable will be considered out of scope work.
5. Utility relocation is not included in this package.
6. Structural steel modification for column D7 removal is included. Added concrete sawcutting is included in GMP 1, and additional column pier as shown is included.
7. No masonry lintel schedule was provided. \$3,600 of loose lintel steel was included for this work at masonry openings.
8. No masonry mockup is included in this package.
9. No metal door frames are included in this package. To be furnished and provided by others in subsequent GMP packages.
10. No third-party testing is included. Concrete samples and other quality control testing is by owner.
11. Assumes water will be available at the project site for masonry and concrete operations.
12. Concrete washout pit will be established on site in conjunction with standard practices.
13. Elevator proposal in this GMP is by KONE, which was the basis of design in project specifications. Otis elevator proposal is very close to meeting the specifications and may be further evaluated for project savings.
14. The elevator contractor has included cost for preliminary inspection ahead of full building inspection, in order to certify the elevator for temporary construction use. This does not include any elevator operator costs, training, or staffing.
15. Exclusions:
 - a. Trucking in water, providing water tanks.
 - b. Any rock or unsuitable material where excavation to occur.



EXHIBIT E – CONSTRUCTION SCHEDULE

MEDINA MUNICIPAL COURTHOUSE

GMP AMENDMENT #2

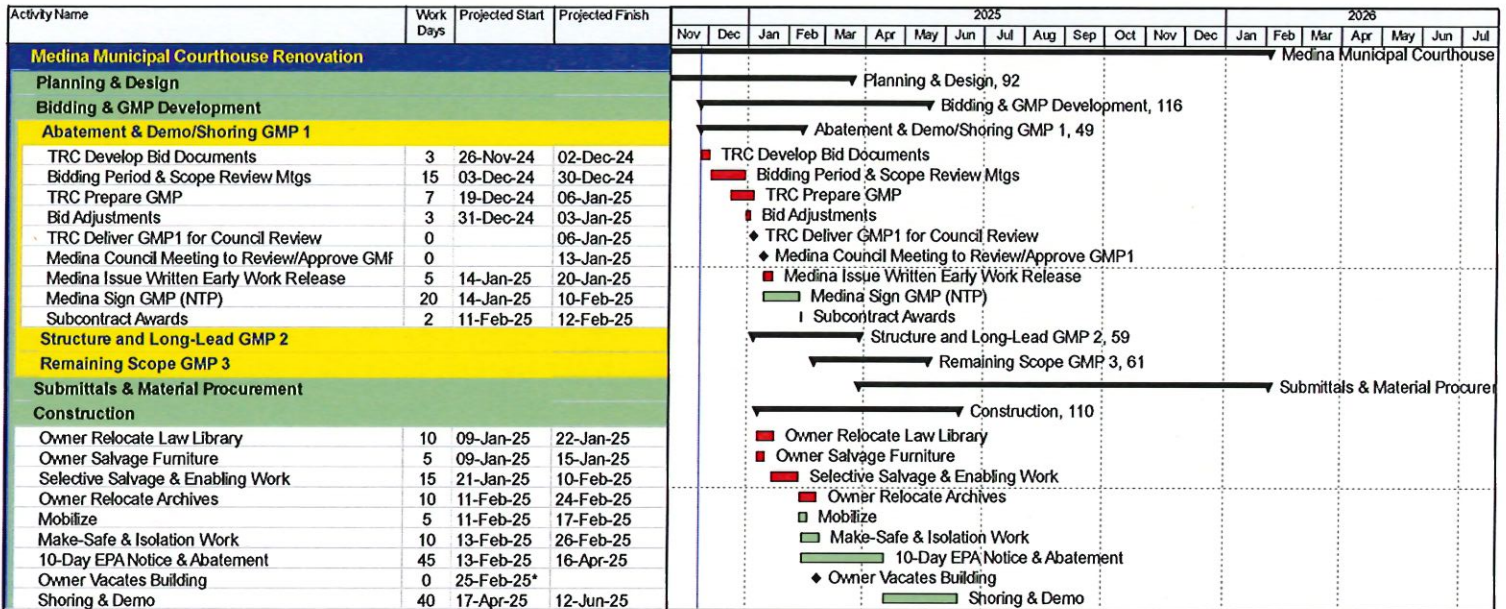
Structure, Elevator and Switchgear

The Construction Progress Schedule includes anticipated and projected Finish Milestone dates at this time. The dates and time periods pertinent to this GMP Amendt #2:

- Ruhlin to Deliver GMP to Medina City Council February 10, 2025
- Medina City Council to sign GMP, NTP February 24, 2025
- GMP 2 Work to Commence..... April 28, 2025

*No Liquidated Damages Part of this Package

Exhibit E



Data Date: 26-Nov-24
 Layout: Medina_1
 Issue: GMP #1

MEDINA MUNICIPAL COURTHOUSE
 2025 RENOVATIONS
 GMP #1 Abate & Demo Schedule
 January 6, 2025





GMP AMENDMENT #2

Concrete, Masonry, Structural Steel, Elevators & Electrical Gear

Below is a list of ALLOWANCES included within this Guaranteed Maximum Price Amendment submission.

All allowance expenditures require the review and prior approval of the Owner. CMR agrees to track, document, and communicate to Owner, all allowances included in this GMP, used and unused. Any unused Allowances shall be credited back to the Owner in the form of a deduct change order prior to request for final payment. Any costs to provide the listed services more than the amounts listed below will result in an increase change order to Ruhlin.

Allowances included within the Construction Manager's scope of work:

1. Concrete overage for removal of slabs larger than indicated on plans. Excavation of the elevator pits will require concrete removal ~ (5) five feet larger in each direction than the actual elevator pit, to accommodate setting concrete forms. This will require added concrete slab removal and concrete slab infills, more than what is shown. An allowance of \$25,000 is in place for this added labor, material, and disposal.
2. Allowance for structural modifications necessary to create "in-custody corridor" through existing 1841 Courthouse building. These include structural modifications to create concrete ramps, raise floor heights, demolish existing masonry walls, add steel lintels, and any new foundations below new walls. An allowance of \$30,000 is in place for this added labor, material and disposal. This does not include any utility relocations such as fire sprinkler lines, sanitary runs, electrical conduit or fire alarm wiring & devices.



**Medina Municipal Courthouse
CM-at-Risk Services
GMP #2 Staffing Plan**

The Ruhlin Company		2024					2025								2026				Total	Rate	Total				
		Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Nov	Dec	Jan	Feb	Mar	Apr	Job Hours	*(\$/Hr)	Labor Cost	
Employee	Position Title																								
Brady Oaks	Project Executive				5% 9	5% 9	5% 9	5% 9	5% 9	5% 9	5% 9	5% 9											72		w/OH
CONSTRUCTION																									
Mike Schumaker	Senior Project Manager							0%	0%	0%	0%	50%	40%									156	\$100.00	\$ 15,600	
Lee Cheeser	Superintendent							0%	0%	0%	0%	100%	80%									312	\$87.00	\$ 27,144	
Eli Walker	Project Engineer							0%	0%	0%	0%	100%	80%									312	\$55.00	\$ 17,160	
Bill Whittaker	Safety Director							0%	0%	0%	0%	5%	4%									16	\$0.00	w/OH	
Subtotal																								\$	59,653
*Rates not increased for 2025																									
868 Hours																						\$	59,653		
This Project's Total Staff Costs for Construction Key Personnel																						\$	59,653		

**CITY OF MEDINA
MEDINA MUNICIPAL COURT RENOVATION**

26,900 SF - Renovation @ 1969 Building
1,800 SF - Renovation @ New Courthouse Building

75% CD ESTIMATE including GMP #1 & GMP #2
ISSUED: February 12, 2025
THE RUHLIN COMPANY



DESCRIPTION	GMP #1 EARLY ABATE & DEMO		GMP #2 STRUCTURE + LONG-LEAD		GMP #3 RENOVATION		TOTAL
	28,700 GSF	Estimate	28,700 SF	Estimate	28,700 SF	Estimate	
SITE / EXTERIOR IMPROVEMENTS / UTILITIES							
DEMOLITION & SALVAGE							
ABATEMENT	\$18	Not Required		Not Required	\$2	\$66,000	\$66,000
CONCRETE	\$13	\$523,970		Not Required		w/ GMP #1	\$523,970
MASONRY		\$375,280	\$10	Not Required		w/ GMP #1	\$375,280
STRUCTURAL STEEL & MISC. METALS			\$9	\$280,789		w/ GMP #2	\$280,789
CARPENTRY			\$4	\$268,640		w/ GMP #2	\$268,640
THERMAL & MOISTURE PROTECTION				\$120,450		w/ GMP #2	\$120,450
OPENINGS				Not Required	\$17	\$490,000	\$490,000
FINISHES				with Concrete	\$5	\$142,000	\$142,000
SPECIALTIES / EQUIPMENT / FURNISHINGS				Not Required	\$19	\$534,000	\$534,000
VERTICAL TRANSPORTATION				Not Required	\$52	\$1,494,000	\$1,494,000
FIRE SUPPRESSION				Not Required	\$3	\$91,000	\$91,000
PLUMBING				\$408,538		w/ GMP #2	\$408,538
HVAC	\$1	Not Required		Not Required	\$11	\$318,000	\$318,000
ELECTRICAL & FIRE ALARM	\$1	\$29,500		Not Required	\$29	\$844,000	\$873,500
TECHNOLOGY	\$1	\$20,000		Not Required	\$62	\$1,791,000	\$1,811,000
ACCESS CONTROL & SECURITY	\$1	\$15,150	\$1	Not Required	\$37	\$1,060,500	\$1,102,050
GENERAL REQUIREMENTS				\$26,400		\$332,600	\$332,600
ENABLING PROJECT	\$2	Not Required		Not Required	\$11	\$305,400	\$305,400
ALLOWANCES	\$2	\$62,700	\$2	\$67,933	\$5	\$130,127	\$260,760
	\$1	\$46,000	\$1	Not Required		Not Required	\$46,000
		\$20,000		\$30,000		\$50,000	\$100,000
TOTAL OF ABOVE COSTS	\$38	\$1,092,600	\$42	\$1,202,750	\$267	\$7,648,627	\$9,943,977
(ESTIMATED SUBCONTRACTOR & SELF-PERFORMED WORK)							
Gross Area Square Footage							
1841 + New Courthouse Renovation	1,800 GSF						
1st Floor - 1969 Building Renovation	8,100 GSF						
2nd Floor - 1969 Building Renovation	9,200 GSF						
3rd Floor - 1969 Building Renovation	9,200 GSF						
Penthouse	400 GSF						
Totals	28,700 GSF						
DESIGN/ESTIMATING CONTINGENCY							\$229,459
ARCHITECTURAL DESIGN & ENGINEERING							By Owner
PRECONSTRUCTION STAGE PERSONNEL							\$38,335
GENERAL CONDITIONS by CM							\$178,000
CONSTRUCTION STAGE PERSONNEL							\$426,094
ESTIMATED COST OF WORK							\$10,815,870
CM CONSTRUCTION CONTINGENCY (1.5%)							\$162,240
CM FEE (1.5%)							\$164,670
ESTIMATED CONSTRUCTION COST							\$11,142,780