

# DRAFT AIA® Document A133™ - 2019

## Exhibit A

### ***Guaranteed Maximum Price Amendment***

This Amendment dated the [redacted] day of [redacted] in the year 2021, 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 fifteenth day of June in the year Two Thousand and Twenty (the "Agreement")  
*(In words, indicate day, month, and year.)*

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

[redacted]  
Chatham County Emergency Operations Center  
112 Innovation Way  
Pittsboro, NC 27312

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

[redacted]  
Chatham County  
12 East Street  
Pittsboro, NC 27312

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

[redacted]  
Balfour Beatty Construction, LLC  
406 S. McDowell Street  
Suite 200  
Raleigh, NC 27601

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#### **ARTICLE A.1 GUARANTEED MAXIMUM PRICE**

##### **§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 2.2 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 **Nineteen Million Five Hundred Sixty Nine Thousand One Dollar (\$ 19,569,001.00 )**, including Amendment 1 and excluding Preconstruction, subject to additions and deductions by Change Order as provided in the Contract Documents.

§ 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 2.2.3 of the Agreement.

*(Provide itemized statement below or reference an attachment.)*

Refer to Balfour Beatty Construction, LLC GMP package dated May 28, 2021

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 5.1.1 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 5.1.2 of the Agreement.

§ A.1.1.5 **Alternates**

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

Item	Price
No. 1: Ancillary Metal Building	\$ 1,341,850.00
No. 3: Bipolar Ionization	\$ 43,862.00
No. 4: East Canopy	\$ 66,779.00
No. 6: Clay Liner	\$ 24,492.00

§ 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
N/A		

§ A.1.1.6 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
The Unit Prices included in Amendment #1 become void with the completion of the Early Site Package.		
The following unit prices apply to Phase 2:		
Undercut existing unsuitable soils, replace with onsite material	Per cubic yard (CY)	\$ 24.00
Undercut existing unsuitable soils, replace with imported ABC stone	Per cubic yard (CY)	\$ 100.00
G.1 – Furnish & install 4" concrete sidewalk	Per square foot (SF)	\$ 7.00
G.2 – Furnish & install one ton of structural steel	Per ton	\$ 4,000.00
G.3 – Furnish & install additional brick masonry veneer	Per square foot (SF)	\$ 26.00
G.4 – Furnish & install new doors, frames, & hardware similar to 101A-1	Per assembly	\$ 1,920.00
G.5 – Furnish & install additional duplex receptacle assemblies	Per assembly	\$ 230.00
G.6 – Furnish & install additional 4-cable data outlet assemblies	Per assembly	\$ 790.50

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ A.2.1 The date of commencement of the Work shall be, per Section 2.3.1.1:

*(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.)

Upon Local Government Commission (LGC) approval and a building permit issued on or before July 16, 2021

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: August 26, 2022

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

Portion of Work	Substantial Completion Date
None	

§ 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
None			

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

Refer to Balfour Beatty Construction, LLC GMP package dated May 28, 2021

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

Refer to Balfour Beatty Construction, LLC GMP package dated May 28, 2021

§ 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
None		

Other identifying information:

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

Item	Price
<b>AMENDMENT #1 REMAINING ALLOWANCES:</b> (all others have been reconciled in PCO's)	
Electrical Service to BBC Trailer NCDOT bond #7: Export Fill	
<b>IN-SCOPE ALLOWANCES</b>	
G.1 – Furnish & install 1,000 sf of 4” concrete sidewalk	\$ 7,000.00
G.2 – Furnish & install three tons of structural steel	\$ 12,000.00
G.3 – Furnish & install 250 sf of additional brick masonry veneer	\$ 6,500.00
G.4 – Furnish & install 4 new doors, frames, & hardware similar to 101A-1	\$ 7,680.00
G.5 – Furnish & install 4 additional duplex receptacle assemblies	\$ 920.00
G.6 – Furnish & install 4 additional 4-cable data outlet assemblies	\$ 3,162.00
200 cy to undercut existing unsuitable soils, replace with onsite material	\$ 4,800.00
200 cy to undercut existing unsuitable soils, replace with imported ABC stone	\$ 20,000.00
<b>GMP ALLOWANCES</b>	
Generator	\$ 150,000.00
Technology – less AV	\$ 1,125,600.00
Security System	\$ 82,400.00
Site Fiber Allowance and Wireless Access Point (WAP) costs by Owner	Not Included

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

Refer to Balfour Beatty Construction, LLC GMP package dated May 28, 2021

§ 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.)

None

#### 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.)

None

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

OWNER (Signature)

Scott Skidelsky President

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

« »« »

(Printed name and title)

LEADER