

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Facilities/Maintenance

Department contract file name (use effective date): Balfour Beatty Construction_1910_20201019

Project Code: Click here to enter text.

Contract type: Contract

Contracted Services/Goods: New EOC – Balfour Beatty GMP Amanendment

Contract Component: Amendment

Change Order Number/Addendum Number: 01

Vendor Name: Balfour Beatty Construction

Effective Date: 6/21/2021

Approved by: Commissioners

Commissioner Approval Date:

Ending Date: Click here to enter a date.

Total Amount: \$19,569,001.00

Is this contract funded by federal dollars? Yes No

2. Department Head or his/her designee has read the contract in its entirety.

By:  (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00, contracts longer than three years and leases longer than one year. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

AIA[®] Document A133[™] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the twenty-first day of June 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)

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

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

Chatham County
12 East Street
Pittsboro, NC 27312

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

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

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 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.

§ 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),

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.

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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.

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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
(Table deleted)

§ 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
(Table deleted)

§ 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

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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
AMENDMENT #1 REMAINING ALLOWANCES: (all others have been reconciled in PCO's)	
Electrical Service to BBC Trailer	
NCDOT bond	
#7: Export Fill	
IN-SCOPE ALLOWANCES	
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
GMP ALLOWANCES	
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.

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OWNER (Signature)

Mike Dasher BOC Chair
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Scott Skidelsky President
(Printed name and title)

This instrument has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.

Hope Tally, Finance Officer

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 09:43:03 ET on 06/16/2021.

PAGE 1

This Amendment dated the twenty-first day of June 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")

...

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

...

Chatham County
12 East Street
Pittsboro, NC 27312

...

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

...

Pursuant to Section ~~3.2.6.2.2~~ 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.

§ 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 ~~3.2.1-2.2.3~~ of the Agreement.

PAGE 2

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

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User Notes:

(1195788650)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section ~~6.1.2~~ 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 ~~6.1.3~~ 5.1.2 of the Agreement.

...

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

...

N/A

...

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:

<u>Undercut existing unsuitable soils, replace with onsite material</u>	<u>Per cubic yard (CY)</u>	<u>\$ 24.00</u>
<u>Undercut existing unsuitable soils, replace with imported ABC stone</u>	<u>Per cubic yard (CY)</u>	<u>\$ 100.00</u>
<u>G.1 – Furnish & install 4" concrete sidewalk</u>	<u>Per square foot (SF)</u>	<u>\$ 7.00</u>
<u>G.2 – Furnish & install one ton of structural steel</u>	<u>Per ton</u>	<u>\$ 4,000.00</u>
<u>G.3 – Furnish & install additional brick masonry veneer</u>	<u>Per square foot (SF)</u>	<u>\$ 26.00</u>
<u>G.4 – Furnish & install new doors, frames, & hardware similar to 101A-1</u>	<u>Per assembly</u>	<u>\$ 1,920.00</u>
<u>G.5 – Furnish & install additional duplex receptacle assemblies</u>	<u>Per assembly</u>	<u>\$ 230.00</u>
<u>G.6 – Furnish & install additional 4-cable data outlet assemblies</u>	<u>Per assembly</u>	<u>\$ 790.50</u>

...

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

PAGE 3

Established as follows:

...

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

...

By the following date: August 26, 2022

...

None

...

None

...

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

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
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...

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

<u>Number</u>	<u>Title</u>	<u>Date</u>
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None

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AMENDMENT #1 REMAINING ALLOWANCES:
(all others have been reconciled in PCO's)

Electrical Service to BBC Trailer
NCDOT bond
#7: Export Fill

IN-SCOPE ALLOWANCES

<u>G.1 – Furnish & install 1,000 sf of 4" concrete sidewalk</u>	<u>\$ 7,000.00</u>
<u>G.2 – Furnish & install three tons of structural steel</u>	<u>\$ 12,000.00</u>
<u>G.3 – Furnish & install 250 sf of additional brick masonry veneer</u>	<u>\$ 6,500.00</u>
<u>G.4 – Furnish & install 4 new doors, frames, & hardware similar to 101A-1</u>	<u>\$ 7,680.00</u>
<u>G.5 – Furnish & install 4 additional duplex receptacle assemblies</u>	<u>\$ 920.00</u>
<u>G.6 – Furnish & install 4 additional 4-cable data outlet assemblies</u>	<u>\$ 3,162.00</u>
<u>200 cy to undercut existing unsuitable soils, replace with onsite material</u>	<u>\$ 4,800.00</u>
<u>200 cy to undercut existing unsuitable soils, replace with imported ABC stone</u>	<u>\$ 20,000.00</u>

GMP ALLOWANCES

<u>Generator</u>	<u>\$ 150,000.00</u>
<u>Technology – less AV</u>	<u>\$ 1,125,600.00</u>
<u>Security System</u>	<u>\$ 82,400.00</u>

Site Fiber Allowance and Wireless Access Point (WAP) costs by Owner Not Included

...

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

...

None

...

None
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<u>Scott Skidelsky</u>	<u>President</u>	<u>Mike Dasher</u>	<u>BOC Chair</u>
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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, 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 09:43:03 ET on 06/16/2021 under Order No. 3177800083 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Project Executive

(Title)

June 18, 2021

(Dated)

