



AIA[®] Document A133[™] – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Guilford County-Behavioral Health Urgent Care, 16 Bed Adult Facility Based Crisis Center and Outpatient
931 Third Street, Greensboro, NC, Maple Professional Park
Samet Job #19-006 / 19-097

THE OWNER:

(Name, legal status and address)

Guilford County
301 West Market Street
Greensboro, NC 27402

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Samet Corporation
309 Gallimore Dairy Road, Suite 102
Greensboro, NC 27409

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 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 this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three Million Four Hundred Ninety-Five Thousand Nine Hundred Fifty-Five Thousand Dollars (\$ 3,495,955.00) for Bid Package No. 1, 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, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide below or reference an attachment.)

See Attachment A-1 – Itemized Statement of the GMP

The final Itemized Statement of the Guaranteed Maximum Price for the overall Project will be mutually developed by the parties and incorporated into this Agreement by a Change Order at the time of the Final GMP Amendment.

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

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[™]–2007, 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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(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

See Attachment A-2 - Alternates

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
See Attachment A-6 - Allowances	

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Attachment A-4 – Assumptions, Clarifications and Exclusions

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract: Supplementary or other Conditions, if any, will be developed and incorporated into this Agreement via a Change Order or Amendment at the time of the Final GMP Amendment.

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

See Attachment A-5 – Contract Document List

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

See Attachment A-5 – Contract Document List

§ A.1.1.9 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 Agreement.)

See Attachment A-7 - Contingency

Other Documents, Information or Attachments, if any, will be developed, identified and incorporated into this Agreement by Change Order or Amendment at the time of the Final GMP Amendment.

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

See Attachment A-4 – Assumptions, Clarifications and Exclusions

GUILFORD COUNTY

SAMET CORPORATION

OWNER (Signature)

Marty Lawing, County Manager
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Richard K. Davenport, President of Construction
(Printed name and title)

RD

Init.

Additions and Deletions Report for

AIA® Document A133™ – 2009 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 10:18:08 ET on 10/17/2019.

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(Name and address or location)

Guilford County-Behavioral Health Urgent Care, 16 Bed Adult Facility Based Crisis Center and Outpatient
931 Third Street, Greensboro, NC, Maple Professional Park
Samet Job #19-006 / 19-097

...

Guilford County
301 West Market Street
Greensboro, NC 27402

...

Samet Corporation
309 Gallimore Dairy Road, Suite 102
Greensboro, NC 27409

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See Attachment A-1 – Itemized Statement of the GMP
The final Itemized Statement of the Guaranteed Maximum Price for the overall Project will be mutually developed by the parties and incorporated into this Agreement by a Change Order at the time of the Final GMP Amendment.

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See Attachment A-2 - Alternates

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See Attachment A-6 - Allowances

...

See Attachment A-4 – Assumptions, Clarifications and Exclusions

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract: Supplementary or other Conditions, if any, will be developed and incorporated into this Agreement via a Change Order or Amendment at the time of the Final GMP Amendment.

Document	Title	Date	Pages
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See Attachment A-5 – Contract Document List

Section	Title	Date	Pages
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...

See Attachment A-5 – Contract Document List

Number	Title	Date
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See Attachment A-7 - Contingency

Other Documents, Information or Attachments, if any, will be developed, identified and incorporated into this Agreement by Change Order or Amendment at the time of the Final GMP Amendment.

...

See Attachment A-4 – Assumptions, Clarifications and Exclusions

GUILFORD COUNTY

SAMET CORPORATION

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Marty Lawing, County Manager

Richard K. Davenport, President of Construction

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Sally Hamm, 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 10:18:08 ET on 10/17/2019 under Order No. 5771752998 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™ – 2009 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.

Sally Hamm
(Signed)

Contract Services Paralegal
(Title)

10/17/19
(Dated)

EXHIBIT A - AMENDMENT
Itemized Statement of the Component GMP
Bid Package #1

Guilford County Behavioral Urgent Care Center
16 Bed Adult Facility Based Crisis Center and Outpatient
Samet Project No.: 19-097

10/17/2019

BP1 GMP Amendment

CONSTRUCTION COST
DIRECT COST

AMOUNT**General Conditions - Phase I**

Staffing

\$ 193,858

General Requirements

\$ 26,268

Construction Cost by Trade Package**Trade Package
Award Status****Company**

01C	General Trades & Final Clean Combined (Guilford County Behavioral Health Portion Only)	Pending	CB&H (MBE)	\$	76,560
32B	Earthwork Grading & Storm Drainage, Water Sewer, Asphalt Paving C&G	Pending	Smith & Jennings	\$	1,896,721

Allowances:

GA1	Unforeseen Conditions Allowance				\$	991,388
	Subcontractor Bonding Program	1.40%	of	\$	2,964,669	\$ 41,505
	Construction Contingency	2.50%	of	\$	3,226,300	\$ 80,658

TOTAL "COST OF THE WORK" \$ 3,306,958

OTHER "COST OF THE WORK"

Insurance	0.81%	of	\$	3,495,955	\$ 28,317
Performance & Payment Bond	0.75%	of	\$	3,495,955	\$ 26,220

TOTAL OTHER "COST OF THE WORK" \$ 54,537

CONSTRUCTION MANAGER FEE

Construction Manager Fee	4.00%	of	\$	3,361,495	\$ 134,460
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TOTAL FEE \$ 134,460

TOTAL "COMPONENT GMP" AMENDMENT AMOUNT: \$ 3,495,955

Note: Above "GMP Component" Estimate Summary does not include any of the cost items depicted in the ASSUMPTIONS, CLARIFICATIONS & EXCLUSIONS.

Alternates

ALTERNATES

Outlined below is the current status of bid alternates solicited for the project with respect to how these alternates are being used within Exhibit A – Amendment Amount. Specific alternate descriptions are defined below. Pending Project Alternates are listed in detail in Attachment A-4 Assumptions, Clarifications and Exclusions.

Each alternate designated below has been separated into the following three categories:

1. “Accepted” – Alternate was accepted by Owner and the dollar value for the alternate is included within the Amendment Amount.
2. “Pending” – Alternate is pending award by Owner with the decision being deferred until the date defined within each applicable Alternate. This cost is NOT included in the Amendment Amount.
3. “Declined” – Alternate was NOT accepted by Owner and the dollar value for the alternate is NOT included within the Amendment Amount. By declining the alternate, all requirements applicable thereof are deleted from the contract documents.

Alternates

- **Alternate No. 1 – Sandhills Site Improvements**

Trade Packages 31A & 32B

- Sandhills Site Improvements - Construction of the Sandhills Site Improvements shall include but not be limited to: All asphalt paving, stone base, curb & gutter associated with the Sandhills Site, Storm drainage pipe from structure STM 20 to STM 15, STM structure STM 20, areas drains surrounding the Sandhills building, all water and sewer utilities for the Sandhills building. A decision to proceed with the Sandhills Site Improvements must be received no later than November 29, 2019 pending contract execution with Sandhills. The Cost of this work for breakout purposes is \$363,662.00 and is included within this Component GMP and can be adjusted via deductive change order if deemed necessary.

Total Alternate: \$363,662.00

Status: Accepted

Unit Prices

Unit Prices: Outlined below are established unit rates for use in conjunction with the contract agreement to handle unforeseen site conditions which may be encountered during construction. These unit prices specifically are based on trade subcontractor unit rates received during the bid process which includes all trade subcontractor related materials, equipment, labor, taxes, insurance, subcontractor overhead and profit necessary to perform the applicable unit work task with the exception of classification and quantification of unforeseen materials to be accomplished by an independent testing agency and/or licensed surveyor to be engaged / paid for by the Owner. Construction Manager's fee and applicable bond / subcontractor bond / insurance costs are not included within these unit rates and shall be added thereto when calculating total costs. Should project conditions warrant the need for other unit price work tasks not defined below, the applicable unit price for each additional work item will be mutually negotiated between Construction Manager and the Owner.

The following Unit Prices are part of this Bid Package 1 Component GMP. Reference Attachment A-6 – Allowances for Quantitative Allowance (QA) Descriptions.

Unit Price Description	Unit Price	Unit Measure
Trade Package 31A – Earthwork Grading & Storm Drainage & Site Water / Sewer Utilities		
QA1. Soft / Unsuitable Soil Excavation / Dispose of Off Site	\$14.00	Cubic Yard
QA2. Suitable Soil Backfill (Borrow Material) / Obtain from Off Site)	\$16.00	Cubic Yard
QA3. #57 Stone Backfill / Spread	\$40.00	Ton
QA4. ABC Stone Compact and Spread	\$38.00	Ton
QA5. Trench Rock Excavation / Dispose Off Site	\$65.00	Cubic Yard
QA6. Mass Rock Excavation / Dispose Off Site	\$55.00	Cubic Yard
QA7. Mirafi HP570	\$5.00	Square Yard
QA8. Construction Debris Excavation/ Dispose of Off Site to a LCID Landfill	\$34.00	Cubic Yard
QA9. Construction Debris Excavation/Dispose of Off Site at an alternate legal location.	\$32.00	Cubic Yard
QA10. Construction Debris Excavation/Dispose of Off Site to a traditional landfill (ie. Material that cannot be placed in an LCID landfill)	\$38.00	Cubic Yard
QA11. Construction Debris Excavation, Grind or Crush and Reuse On-site	\$24.00	Cubic Yard
QA.12 Construction Debris Excavation, Grind or Crush and Remove Off Site	\$32.00	Cubic Yard
G1. On-site Cut and Fill (To be used in conjunction with Quantitative Allowances)	\$6.00	Cubic Yard
Trade Package 32A – Asphalt Paving C&G		
QA.13 2.5" I19B Binder (Remove and Replace)	\$79.60	Square Yards
QA.14 24" C.I.P. Curb & Gutter Repair (Remove / Replace)	\$40.00	Linear Feet

Assumptions, Clarifications and Exclusions

I. ASSUMPTIONS & CLARIFICATIONS

- Component GMP is based upon the Sealed “For Construction” drawings and specifications. The Design Development drawings and specifications have been included for reference only. Details and scope of work indicated in Design Development drawings and specifications are subject to change based on availability, constructability and budget.
- Scope of work will be completed in accordance with sealed drawings, specifications, and clarifications as identified below and in the Current Drawing and Document List. See attachment A-5 Current Drawing & Document List for details. In the event of a conflict, assumptions and clarifications noted herein shall supersede.
- Phase I Substantial Completion date is hereby established as January 20, 2020 (excludes excessive site remediation). Scope for Phase I Substantial Completion includes establishment of Building Pads, rough grading, erosion control, temporary stormwater pond and stormwater drainage completion. Other work scope will be completed as part of the Building Phase II.
- Substantial Completion for Phase I is also predicated on timely receipt of all critical path permits necessary to facilitate an In-field start of October 21, 2019 and receipt of a Notice to Proceed or Similar Letter authorizing the Construction Manager to proceed with the work on or before October 18, 2019.
- An allowance of fourteen (14) calendar days for Site Remediation has been included within the Construction Schedule yielding a January 20, 2020 Phase I completion. Should on site conditions require more time due to excessive site remediation, Construction Manager will submit a formal time extension request for the day for day impact to the critical path work.
- Four (4) months of General Conditions Costs are included within this Component GMP with a two (2) month overlap with the Building Phase II being anticipated.
- 01C General Trades & Final Clean Combo - The original bid amount as shown on the bid tabs is \$243,000, this amount was adjusted to \$76,560 using unit rates received at opening of the bids and is based on anticipated project labor needs and separation of the Sandhills portion of the bid amount. Labor hours are included as follows:
 - Foreman - 1,385 hours @ \$17.00 per hour
 - Laborer – 1385 hours @ \$15.00 per hour
 - Carpenter – 200 hours @ \$20.00 per hour
- Bio Retention Area - Construction of the bio retention area shall include but not be limited to: layout/field engineering, excavation, under drain piping, outlet structure, media, sod/plantings, drainage stone, rip rap, liner material, as built survey, sod installation on the slopes, and all other items required to provide a properly functioning device approved by the Owner, Construction Manager and the AHJ. The Cost of this work for breakout purposes is \$337,674 and is included within this Component GMP.

Assumptions, Clarifications and Exclusions

II. EXCLUSIONS

- Costs associated with utility relocation of water, sewer, and storm systems have been included to the extent where services were identified on the Owner's survey and accounted for on the Construction Documents. Excludes cost for any other system relocation including but not limited to gas, telephone, cable, and electrical.
- Costs for any permits, meter fees, impact fees, capacity / use fees or any other fees typically collected / assessed by the City of Greensboro or any other Governing Entity for construction related activities have been excluded.
- Delete - Specification Section 312000 3.2 EXCAVATION, GENERAL A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions. 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials. Project is being bid as a complete "classified" site using quantitative allowances.
- Any other work not specifically included in the Bid Package 1 Scope of Work for the following Trade Packages:
 - 01A General Trades
 - 01B Final Cleaning
 - 32B Earthwork, Grading, Storm Drainage & Site Water / Sewer Utilities, Asphalt Paving
 - C&G Combined
- All other work will be included in GMP Amendment II.
- There are no provisions included for deep dewatering systems such as well points, sump pumps, trenches or subsurface drainage systems necessary to complete deep excavations. Should excessive dewatering operations become required to complete the Work, the Construction Manager, Civil Engineer, Geotechnical Engineer, Architect and Grading Contractor will work together to develop a remediation plan and cost for the same to be drawn against the Unforeseen General Allowance.

III. CLARIFICATIONS BY CSI DIVISION

- **DIVISION 31 – EARTHWORK**
 - Earthwork, trenching & backfilling shall be provided in accordance with plans and specifications.

Assumptions, Clarifications and Exclusions

- Erosion control requirements with regards to Earthwork shall be provided per plans and specifications. Any work or requirements not shown in these documents are not included.
- Costs associated with removing and/or replacing unsuitable soils, buried debris, contaminated soils, hazardous materials, rock, etc., are not included in Component GMP, and if encountered will be paid for using the applicable Allowances included for this Work.
- All unsuitable, buried debris or contaminated soils shall be identified and quantified by the Owner's 3rd party testing agency.
- **DIVISION 32 – ASPHALT PAVING CURB AND GUTTER**
 - Due to the un-stabilized fuel and asphalt market, the NCDOT Asphalt Index changes. Our GMP is based on the current NCDOT Asphalt Index for October 2019. This rate and our asphalt cost will be adjusted up or down using an NCDOT industry standard calculation to adjust the asphalt paving cost based on the NCDOT Asphalt Index at the time asphalt placement is being performed.
- **DIVISION 33 – UTILITIES**
 - Site Water, Storm, and Sanitary Sewerage Utilities shall be provided in accordance with plans and specifications.
 - Demolition and replacement of asphalt associated with installation of utility work has been included.

CONTRACT DOCUMENTS LIST

Attachment A-5

10/17/2019

GUILFORD COUNTY BEHAVIORAL HEALTH				
Number	Revision #	Title	Revision Date	Category
C1.0	1	SIDE NOTES, LEGENDS & SHEET INDEX	8/29/2019	BID SET
C1.1	1	LOT RECOMBINATION PLAN	8/29/2019	BID SET
C1.2	1	EXISTING CONDITIONS & DEMOLITION PLAN	8/29/2019	BID SET
C1.3	1	OVERALL SITE PLAN	10/7/2019	BID SET
C1.4	1	ENLARGED SITE PLAN	10/7/2019	BID SET
C1.5	1	ENLARGED UTILITY PLAN	10/7/2019	BID SET
C1.6	1	OVERALL GRADING & DRAINAGE PLAN	10/7/2019	BID SET
C1.7	1	BIO-RETENTION POND PLAN & DETAILS	8/29/2019	BID SET
C1.8	1	PHASE 1 EROSION & SEDIMENT CONTROL PLAN	8/29/2019	BID SET
C1.9	1	PHASE 2 EROSION & SEDIMENT CONTROL PLAN	8/29/2019	BID SET
C2.0	1	SITE DETAILS	8/29/2019	BID SET
C2.1	1	UTILITY DETAILS	8/29/2019	BID SET
C2.2	1	STORM DETAILS	8/29/2019	BID SET
C2.3	1	EROSION CONTROL DETAILS	8/29/2019	BID SET
C2.4	1	EROSION CONTROL DETAILS	8/29/2019	BID SET
A-011	0	1ST FLOOR OVERALL PLAN	7/16/2019	BID SET
A-012	0	2ND FLOOR OVERALL PLAN	7/16/2019	BID SET
A-101	0	1ST FLOOR PLAN - AREA A	7/16/2019	BID SET
A-102	0	1ST FLOOR PLAN - AREA B	7/16/2019	BID SET
A-103	0	2ND FLOOR PLAN - AREA A	7/16/2019	BID SET
A-121	0	1ST FLOOR REFLECTED CEILING PLAN - AREA A	7/16/2019	BID SET
A-122	0	1ST FLOOR REFLECTED CEILING PLAN - AREA B	7/16/2019	BID SET
A-123	0	2ND FLOOR REFLECTED CEILING PLAN - AREA A	7/16/2019	BID SET
A-201	0	EXTERIOR ELEVATIONS	7/16/2019	BID SET
A-202	0	EXTERIOR ELEVATIONS	7/16/2019	BID SET
A-211	0	ENLARGED EXTERIOR ELEVATIONS	7/16/2019	BID SET
A-301	0	OVERALL BUILDING SECTIONS	7/16/2019	BID SET

SPECIFICATIONS FOR GCBHC				
SECTION		SECTION TITLE	DATE	CATEGORY
22 1113		FACILITY WATER DISTRIBUTION PIPING	9/24/2019	BID SET
22 1313		FACILITY SANITARY SEWERS GENERAL	9/24/2019	BID SET
31 1000		SITE CLEARING	9/24/2019	BID SET
31 2000		EARTH MOVING	9/24/2019	BID SET
31 3116		TERMITE CONTROL	9/24/2019	BID SET
32 1216		ASPHALT PAVING	9/24/2019	BID SET
31 1313		CONCRETE PAVING	9/24/2019	BID SET
32 1373		CONCRETE PAVING JOINT SEALANTS	9/24/2019	BID SET
32 1713		PARKING BUMPERS	9/24/2019	BID SET
32 1723		PAVEMENT MARKINGS	9/24/2019	BID SET
32 9200		TURF AND GRASSES	9/24/2019	BID SET
33 0500		COMMON WORK RESULTS FOR UTILITIES	9/24/2019	BID SET

Allowances

I. GENERAL ALLOWANCE ITEMS

- A. The following General Allowances have been included within this GMP. All General Allowances include all trade subcontractor related profit, overhead, supervision, field engineering services, materials, labor, equipment, taxes, insurance, and any other miscellaneous incidental items required to complete the unit price work activity. Construction Management Fee and applicable bond / insurance costs are not included within these General Allowances.
- B. An additive change order shall be processed by the Owner to increase the GMP Amount once the General Allowance is exhausted or used. Should an Allowance become exhausted while another Allowance shows savings, that Allowance can be applied to the exhausted Allowance. At the end of the project, a deductive change order shall be processed by Owner to reduce the GMP Amount and/or subsequent applicable Trade Package Value if the General Allowance is not utilized or if the amount utilized is less than what is allocated within the GMP Amount.

General Allowance No. 01: The Construction Manager has included a General Allowance based on Quantitative Allowance Descriptions defined within the Bid Documents for Unforeseen Conditions in the amount of \$991,388.00 to be utilized by the Construction Manager. Unit prices will be used as defined herein to complete the Allowance work based on classification by the Owner's 3rd party testing company.

General Allowance Detail - Package 33B	Allowance Amount	Smith & Jennings	Smith & Jennings
No. 1 Soft Unsuitable Dispose off site	6000	\$14.00	\$84,000.00
No 2 Offsite Borrow	18400	\$16.00	\$294,400.00
No 3 57 stone	200	\$40.00	\$8,000.00
No 4 ABC Stone	200	\$38.00	\$7,600.00
No 5 Trench Rock Offsite	700	\$65.00	\$45,500.00
No 6 Mass Rock Offsite	700	\$55.00	\$38,500.00
No 7 Fabric	11000	\$5.00	\$55,000.00
No 8 Debris Offsite LCID	3000	\$34.00	\$102,000.00
No 9 Debris Offsite Non LCID	3000	\$32.00	\$96,000.00
No 10 Debris Offsite to traditional Landfill	3000	\$38.00	\$114,000.00
No 11 Grind or crush onsite	2500	\$24.00	\$60,000.00
No 12 Grind or crush offsite	2500	\$32.00	\$80,000.00
No 13 Asphalt Repair	30	\$79.60	\$2,388.00
No 14 C&G Repair	100	\$40.00	\$4,000.00
Allowance Totals			\$991,388.00

Contingency

I. CONSTRUCTION CONTINGENCY

In accordance with the Agreement between the Guilford County (the Owner) and Samet Corporation (the Construction Manager), we have included within our Initial Exhibit A – Guaranteed Maximum Price Amendment the amount defined below for use to manage this portion of the project. When applicable, additional contingency amount(s) will be allocated to the project scope via future Change Orders to include future Bid Package Phases. Reference Attachment A.1 – Itemized Statement of the Component GMP for specific calculation of Contingency Amounts.

Unless otherwise agreed in writing, the Construction Manager's Construction Contingency shall be used to expedite the work, additional project staffing if needed to facilitate schedule, correct deficient work, address scheduling and coordination problems, correct scope gaps in the bidding of the project, correct code and regulatory deficiencies and/or to address other unforeseen conditions that are not submitted and approved as the subject of a Change Order in accordance with the terms of this Agreement. The Construction Manager's use of the Construction Contingency fund shall be adequately documented by the Construction Manager. Items subject to being covered by the Construction Contingency shall not be the basis for a Change Order request increasing the Guaranteed Maximum Price.

This Contingency is based on an estimated Cost of Work.

Construction Contingency: \$80,658