

Amendment No. 1 to Agreement Between Owner and Construction Manager

Date: May 23, 2019

Oconee County Courthouse Addition

The following Amendment modifies the Agreement Between Owner: Oconee County Board of Commissioners and Construction Manager: Kevin Price Construction dated March 25, 2019. Only portions of the Agreement are modified by this Amendment, the remaining unaltered portions of the Agreement shall remain in effect.

2.2.4 – Remove in its entirety. Replace with the following:

The Guaranteed Maximum Price has contingency line items included to cover unforeseen costs during construction of the project. Refer to Attachment 2 – GMP Pricing for the list of contingencies. These contingencies shall be indicated as separate line items on the Construction Manager’s schedule of values and pay applications. The Owner, Architect and Construction Manager shall mutually agree on use of contingency funds. Contingency funds will be allocated only by Change Order. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order. Refer to revised Specification Section 01 02 30 Contingency Allowance attached hereto.

7.1.3 – Remove in its entirety. Replace with the following:

Provided that an application for payment is received by the Architect not later than the 25th of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 10th of the following month. If an application of payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than two (2) weeks after receipt from Architect.

7.1.4 – Remove in its entirety. Replace with the following:

With each application for payment, the Construction Manager shall submit adequate backup documentation from subcontractors to justify dollar amounts requested as required.

7.1.7.3 – Revise “less retainage of Ten percent (10.00%)” to Read “less retainage of Five percent (5.00%)”.

7.1.7.4 – Revise “Subtract retainage of Ten percent (10.00%)” to Read “Subtract retainage of Five percent (5.00%)”.

7.1.8 – Add: Five percent (5.00%) retainage shall be held on all applications for payment until the end of project. Upon successful completion of all contract close out requirements, the Owner shall pay retainage amount.

11.5 – Add: City of Watkinsville issued the building permit on May 15, 2019. The date of Substantial Completion established by this Amendment is: December 31, 2019.

OWNER

(Signature)

John Daniell, Chairman

(Printed name and title)

Date

ATTEST

CONSTRUCTION MANAGER

(Signature)

Kevin Price, President

(Printed name and title)

Date

ATTEST

Attachment: Specification Section 01 02 30 Contingency Allowance

SECTION 01 02 30
CONTINGENCY ALLOWANCE

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Monetary amount of allowance in Contract Sum.
- B. Disbursement of funds from allowance.

1.02 RELATED REQUIREMENTS

- A. Owner-Construction Manager Agreement.
- B. GMP Pricing – Attachment 2.

1.03 ALLOWANCE

- A. Allow contingency funds as indicated in GMP Pricing – Attachment 2 for disbursement at Owner's instructions.
- B. Construction Manager's costs for products, labor, insurance, payroll taxes, bond, transportation, equipment rental, and overhead and profit will be included in Change Orders authorizing expenditure of funds from this allowance.
- C. Contingencies shall be indicated as separate line items on the Construction Manager's schedule of values and pay application.

1.04 USE OF ALLOWANCE

- A. Funds will be drawn from allowance only by Change Order.
- B. At closeout of Contract, funds remaining in allowance will be credited to Owner by Change Order.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF SECTION 01 02 30