

AIA® Document A141® – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the 22nd day of May in the year 2023 (the "Agreement")

for the following **PROJECT**:

Clarksville Elementary School Additions and Renovations
Clarksville, Virginia
THE OWNER:

Mecklenburg County School Board
175 Mayfield Drive
Boydton, VA 23917

THE DESIGN-BUILDER:

Blair Construction, Inc.
23020 US Highway 29
P.O. Box 612
Gretna, VA 24577
Design-Builder is synonymous with Private Entity or Contractor.

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM**
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ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

- Stipulated Sum, in accordance with Section A.1.2 below
- Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

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.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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[X] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be (\$), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(Paragraph deleted)

§ A.1.2.3 Unit prices, if any:

(Paragraph deleted)

Item

Units and Limitations

Price per Unit (\$0.00)

§ A.1.3 Cost of the Work Plus Design-Builder's Fee

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.3.2 The Design-Builder's Fee:

(Paragraph deleted)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(Paragraph deleted)

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Reimbursable Cost of the Work, Subcontractor Bonds & Insurances, Design-Builder Insurances, Performance and Payment Bonds, Fixed Design Fee, Design-Builder Contingency, and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed Twenty Eight Million One Hundred Thirty Four Thousand Twenty Eight and 00/100 Dollars (\$ 28,134,028.00), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner. The Guaranteed Maximum Price includes all work, costs and fees incurred prior to and after the date of this Agreement, including the Interim Agreement dated November 7, 2022 and Change Order #1 to the Interim Agreement dated January 23, 2023.

§ A.1.4.3.2 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 Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

The GMP is the maximum sum that the Owner shall pay to the Design-Builder in total for services under the Interim Agreement dated November 7, 2022, Change Order #1 to the Interim Agreement dated January 23, 2023, except as otherwise provided in this Agreement. It includes all the Reimbursable Costs and Fixed Fees as defined in this Agreement, including those defined in A.1.4.3.2 and A.5.1, that have been or will be payable to Design-Builder.

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a. If the Design-Builder becomes aware of circumstances that cause it to believe that costs will exceed those anticipated by this Agreement, it shall not alter the methods or materials anticipated in the Contract Documents and Design-Build Documents without first obtaining the written consent of the Owner.

b. All proposed revisions or changes to the approved Plans and Specifications that serve as the basis for the GMP must be submitted to the Owner's Representative for review and approval, regardless of whether or not they affect the GMP. Owner's Representative's review and approval shall not be unreasonably conditioned.

c. Design-Builder shall ensure that the GMP amount is not exceeded, but if such amount is exceeded, Design-Builder shall be solely responsible for any such excess amount.

d. No payment shall be made to Design-Builder in excess of the GMP except as adjusted for any Changes made in accordance with this Agreement. The Design-Builder shall be wholly responsible to complete the Work at no compensation above the GMP as adjusted for any Changes made in accordance with this Agreement, and the Owner shall have no obligation to pay the Design-Builder such excess amount or any portion thereof.

REIMBURSABLE COSTS

Subject to the limitation that payments to Design-Builder shall not exceed the GMP, the Owner will reimburse the Design-Builder for all the following costs and services:

1. Contractor materials, supplies, and equipment either incorporated directly into the construction including equipment rental or lease, transportation, and storage.

2. Contractor labor costs for personnel performing labor at the Project site. Labor costs include hourly rates with all fringe benefits and taxes required by law and applicable contracts in force between the Contractor and its employees or its standard benefits package.

3. Subcontractor costs for Work on items directly related to and/or incorporated into the finished Work including the cost of completing Punch List Items. The term "subcontracts" includes purchase orders. The Design-Builder shall conduct the subcontractor bid process on an "open book" basis, and shall allow the Owner's Representative to observe the receipt and analysis of all bids. The Design-Builder shall seek to invite at least three (3) bidders, if practical, and endeavor to receive price quotations from at least three (3) firms for all subcontracts for, but not limited to, equipment, equipment rentals or leases, materials, labor contracts, any other supplies or services, where the quotations are expected to exceed or actually exceed \$50,000, unless otherwise authorized by the Owner's Representative. The Owner's Representative may recommend additional subcontractor bidders to the Design-Builder. The Design-Builder shall furnish copies of quotations to the Owner's Representative for review and approval prior to award. It is not required that the award be made to the lowest offeror, but shall be made on the basis of best value. Copies of all subcontracts, including all modifications and/or revisions will be furnished to the Owner's Representative within five (5) working days from issuance. The Design-Builder shall not "bid shop" subcontracts after selection.

4. Other Project-related direct costs that shall be reimbursed under this Agreement include, but are not limited to, the following: Contractor direct expenses, insurance (including project specific insurance riders of any type and accounting (project related), general conditions, payment and performance bonds, taxes including gross receipts tax, permits, utility availability, relocation and usage costs, "on site construction" supervision, quality control, testing, safety, training, engineering/layout, fire protection, cleanup, field office equipment and operation, but not including expenses incurred prior to the Effective Date of this Agreement. Design-Builder may self-perform up to 10% of the cost of the construction work provided the Design-Builder's price for the work can be demonstrated to be lower than competitive bids from trades contractors or is advantageous to the Owner.

5. Reimbursable Costs for non-construction portions of the Work shall be documented with vendor's invoices to Design-Builder and other similar documentation. Detailed information regarding vendor's hourly rates, materials costs or other expenditures will not be provided.

NON-REIMBURSABLE COSTS

Owner will not reimburse Design-Builder for the following costs, including those defined in A.5.2:

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1. Contractor costs not associated with personnel assigned to the Work are considered to be indirect costs that are included as part of the Fixed Fees and are not Reimbursable Costs. Examples of indirect costs that are not Reimbursable Costs include, but are not limited to: bonuses to senior executives, travel by company executives or officers, and personnel whose services and/or responsibilities include multiple projects, e.g., accounting, home office estimating, and purchasing personnel; provided, however, that costs for such personnel on multiple projects may be reimbursed if the Design-Builder requires each of such personnel to maintain accurate timesheets of any time applicable to the Project, if such time allocated to the Project is reasonable, and if the Design-Builder makes such timesheets available to the Owner at any time and from time to time as requested by the Owner. Additionally, costs for repairs and maintenance of Contractor-owned equipment (including by any subsidiary or affiliated companies) or rental equipment are not Reimbursable Costs. Repair costs and costs of routine maintenance of rental equipment are to be included in the rental price.

2. Public relations and advertising, bad debts, contributions and donations, dividends or payments of profits, entertainment, fines or penalties, life insurance for officers, partners, or proprietors, interest on loans, lobbying, losses on other contracts, income taxes, proposal preparation costs except for proposals arising from change requests or direction from the Owner or Owner's Representative, and legal costs involving disputes with the Owner.

3. The cost of all warranty work will be the responsibility of the Design-Builder, including time spent coordinating warranty work by the Design-Builder's project manager, superintendent, or other team members.

4. Costs incurred prior to the Effective Date of this Agreement, except design or preconstruction services included in the Contract Cost Limit and authorized in advance of this agreement to expedite the schedule, unless the same have already been paid, or with the consent of the Owner prior to the Effective Date are to be paid, outside of this Agreement.

c. Design-Builder acknowledges that any Cost of Work (i.e. "buyout") savings established following acceptance of the GMP will be 100% returned to Owner at completion of the project or at another time as mutually agreed upon except as specifically noted in (d) below. The anticipated Buyout Savings will be reviewed on a periodic basis as Design-Builder completes procurement of the Work. The net combined Buyout Savings from individual line items from within the established Reimbursable Costs will be returned 100% to the Owner once all Work has been procured. The buyouts of materials and self-performed work of the Design-Builder are to be included in total net combined Buyout Savings are to returned 100% to the Owner.

d. Expenditures from the Design-Builder's Contingency must be approved in advance by the Owner's Representative, whose approval will not be unreasonably withheld. The Design-Builder's Contingency may be used by the Design-Builder for scope gaps between trade contractors, contract default by a trades contractor, and unforeseen field conditions (not to include unforeseen unsuitable materials, rock or other obstructions not assumed in estimated quantities included in the cost of the work). Any other proposed use must be approved by the Owner in writing before the Design-Builder commits funds from the Design-Builder Contingency. The Design-Builder must submit a completely documented request for the Owner's Representative's review and approval justifying why the request is not included in the GMP. The Design-Builder must provide the Owner notice of each use of the Design-Builder Contingency within a reasonable amount of time, but no later than five (5) work days prior to committing funds from the Design-Builder Contingency. The Design-Builder may use the Design-Build Contingency to cover the cost of any needed repairs that need to be made during the construction process, however, costs for repair work will need to be back-charged to subcontractors or covered out of the Design-Builder's Fee. The Owner will not be responsible for the cost of repairs made during construction. The parties agree that any excess contingency at the completion of the Project shall be returned 100% to the Owner. If the cost of the Project exceeds the GMP as adjusted for any Changes, including the full amount of the Design-Build Contingency, the Design-Builder shall be solely responsible for any such excess amount above the GMP as adjusted for any Changes.

FIXED FEES

The Owner shall pay the Design-Build Fixed Fees, which consist of the architecture and engineering fees, pre-construction fees and expenses, and general contracting fees not already assumed within the scope of the Interim Agreement. The Fixed Fees include all compensation payable by Owner to Design-Builder beyond Reimbursable Costs for the Services and are intended to compensate for the Design-Builder's home office support, overhead costs, and profit for the Project and for all design (architectural/engineering) and other professional services. The Fixed Fees

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User Notes:

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will not vary with either the estimated cost or actual cost of construction of the Project. The components of the Fixed Fees below may only be increased if the Owner requests changes that alter the design after the GMP is established or design documents are considered 100% complete by both parties.

a. A-E Services for Design, Construction Documents and During Construction: This component of the Fixed Fees covers the design and preparation of Construction Documents. The A-E will provide coordination with all jurisdictions, authorities, planning and zoning, and building officials to obtain all necessary input, approvals and permits. This component of the Fixed Fees also covers construction administration by the A-E and includes, but is not limited to, review of shop drawings and samples, field interpretation of Construction Documents, preparation of required clarification drawings, and participation in quality control activities.

b. Contractor Fee during pre-construction and construction: This component of the Fixed Fees covers all pre-construction services, including design reviews, cost estimates, preparation of a GMP, profit on construction plus home office support (including project manager, project engineer, estimator, and purchasing agent) and overhead costs.

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:
(Paragraph deleted)

§ A.1.4.3.4 Unit Prices, if any:

Item	Units and Limitations	Price per Unit (\$0.00)
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§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Design-Build Guaranteed Maximum Price supporting documentation developed by Blair Construction, Inc. dated May 15, 2023 and May 17, 2023 including Record of Changes to Exhibit F Narrative, A141 Agreement dated November 7, 2022.

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 30th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 30th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Owner receives the Application for Payment.

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

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§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(Paragraphs deleted)

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of

that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of Five percent (5 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Five percent (5 %) from that portion of the Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

Reduction of retainage, if any, will be negotiated between Owner and Design-Builder upon reaching Substantial Completion.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

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§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than () days from the date of this Amendment, or as follows:

(Paragraphs deleted)

Substantial Completion shall be obtained by March 31, 2025 based upon a Notice to Proceed for actual on-site construction be issued by August 1, 2023. Final Completion of the Work is to be achieved by April 30, 2025. If Work is not fully and satisfactorily completed within the period of time set forth in this Agreement, the Design-Builder agrees it shall owe and pay the Owner actual monetary damages for failure of Design-Builder to reach Substantial Completion by the date specified in this Agreement. Actual damages could include additional project management services, storage and rental fees, moving services and related expenses.

Portion of Work	Substantial Completion Date
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, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Paragraph deleted)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.3.1.2 The Specifications:

See 65% Specifications developed by Grimm + Parker dated April 3, 2023.

Section	Title	Date	Pages
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§ A.3.1.3 The Drawings:

See 65% Drawings developed by Grimm + Parker dated April 3, 2023.

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:

(Paragraph deleted)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances and Contingencies:

.1 Allowances

Hazardous Material Allowance:	\$200,000
Seeding/Sod/Landscape Allowance:	\$100,000
Playground Equipment/Turf Allowance:	\$250,000

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Moisture Mitigation Allowance:	\$ 10,000
Appliance Allowance:	\$ 10,000
Cabinet Casework Allowance:	\$240,000
Food Service Equipment Allowance:	\$600,000
Gym Divider Wall/Equipment Allowance:	\$ 85,000
Stage Curtain Allowance:	\$ 20,000
Power Company Fee Allowance	\$ 20,000
Technology Equipment Allowance	\$200,000
Owner Printing Allowance	\$ 4,500

.2 Contingencies

See A.1.4.3.2 above.

§ A.3.1.6 Design-Builder's assumptions and clarifications:

See Design-Build Guaranteed Maximum Price supporting documentation developed by Blair Construction, Inc. dated May 15, 2023 and May 17, 2023 including Record of Changes to Exhibit F Narrative, A141 Agreement dated November 7, 2022.

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Paragraph deleted)

.1 Superintendent

.2 Project Manager

.3 Others

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:

Architect/Engineer of Record: Grimm + Parker Architects, Charlottesville, CA

Other Consultants:

Civil Engineer: Reynolds Clark

Surveying and Site Utilities: B + B Consulting

Mechanical/Electrical/Plumbing Engineering, Security, IT: Lawrence Perry + Associates

Structural Engineering: Dunbar

Food Service Consultant: Nyikos

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ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(Paragraph deleted)

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
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§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

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§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site and insured at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable. Design-Builder will make all reasonable efforts to utilize the Owner's tax exempt status to save costs in regards to sales tax, etc.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

(Paragraph deleted)

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

(Paragraph deleted)

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any

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person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

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§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.


§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

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



OWNER (Signature)
Paul Nichols Division Superintendent
(Printed name and title)



DESIGN-BUILDER (Signature)
Timothy Clark President
(Printed name and title)

Additions and Deletions Report for AIA® Document A141® – 2014 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 14:53:47 ET on 05/22/2023.

PAGE 1

This Amendment is incorporated into the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the ~~day of~~ in the year ~~(the "Agreement")~~
~~(In words, indicate day, month and year.)~~ 22nd day of May in the year 2023 (the "Agreement")

...

~~(Name and location or address)~~ Clarksville Elementary School Additions and Renovations
Clarksville, Virginia

...

~~(Name, legal status and address)~~
Mecklenburg County School Board
175 Mayfield Drive
Boydton, VA 23917

...

THE DESIGN-BUILDER:

Blair Construction, Inc.
~~(Name, legal status and address)~~ 23020 US Highway 29
P.O. Box 612
Gretna, VA 24577
Design-Builder is synonymous with Private Entity or Contractor.

...

~~(Check the appropriate box.)~~

PAGE 2

Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

~~(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)~~

...

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

...

(Identify item, state the unit price, and state any applicable quantity limitations.)

...

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

...

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

...

§ A.1.4.3.1 ~~The sum of the Cost of the Work Reimbursable Cost of the Work, Subcontractor Bonds & Insurances, Design-Builder Insurances, Performance and Payment Bonds, Fixed Design Fee, Design-Builder Contingency, and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed Twenty Eight Million One Hundred Thirty Four Thousand Twenty Eight and 00/100 Dollars (\$ 28,134,028.00),~~ subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner. ~~(Insert specific provisions if the Design-Builder is to participate in any savings.)~~ The Guaranteed Maximum Price includes all work costs and fees incurred prior to and after the date of this Agreement, including the Interim Agreement dated November 7, 2022 and Change Order #1 to the Interim Agreement dated January 23, 2023.

...

(Provide information below or reference an attachment.)

The GMP is the maximum sum that the Owner shall pay to the Design-Builder in total for services under the Interim Agreement dated November 7, 2022, Change Order #1 to the Interim Agreement dated January 23, 2023, except as otherwise provided in this Agreement. It includes all the Reimbursable Costs and Fixed Fees as defined in this Agreement, including those defined in A.1.4.3.2 and A.5.1, that have been or will be payable to Design-Builder.

a. If the Design-Builder becomes aware of circumstances that cause it to believe that costs will exceed those anticipated by this Agreement, it shall not alter the methods or materials anticipated in the Contract Documents and Design-Build Documents without first obtaining the written consent of the Owner.

b. All proposed revisions or changes to the approved Plans and Specifications that serve as the basis for the GMP must be submitted to the Owner's Representative for review and approval, regardless of whether or not they affect the GMP. Owner's Representative's review and approval shall not be unreasonably conditioned.

c. Design-Builder shall ensure that the GMP amount is not exceeded, but if such amount is exceeded, Design-Builder shall be solely responsible for any such excess amount.

d. No payment shall be made to Design-Builder in excess of the GMP except as adjusted for any Changes made in accordance with this Agreement. The Design-Builder shall be wholly responsible to complete the Work at no

compensation above the GMP as adjusted for any Changes made in accordance with this Agreement, and the Owner shall have no obligation to pay the Design-Builder such excess amount or any portion thereof.

REIMBURSABLE COSTS

Subject to the limitation that payments to Design-Builder shall not exceed the GMP, the Owner will reimburse the Design-Builder for all the following costs and services:

1. Contractor materials, supplies, and equipment either incorporated directly into the construction including equipment rental or lease, transportation, and storage.

2. Contractor labor costs for personnel performing labor at the Project site. Labor costs include hourly rates with all fringe benefits and taxes required by law and applicable contracts in force between the Contractor and its employees or its standard benefits package.

3. Subcontractor costs for Work on items directly related to and/or incorporated into the finished Work including the cost of completing Punch List Items. The term "subcontracts" includes purchase orders. The Design-Builder shall conduct the subcontractor bid process on an "open book" basis, and shall allow the Owner's Representative to observe the receipt and analysis of all bids. The Design-Builder shall seek to invite at least three (3) bidders, if practical, and endeavor to receive price quotations from at least three (3) firms for all subcontracts for, but not limited to, equipment, equipment rentals or leases, materials, labor contracts, any other supplies or services, where the quotations are expected to exceed or actually exceed \$50,000, unless otherwise authorized by the Owner's Representative. The Owner's Representative may recommend additional subcontractor bidders to the Design-Builder. The Design-Builder shall furnish copies of quotations to the Owner's Representative for review and approval prior to award. It is not required that the award be made to the lowest offeror, but shall be made on the basis of best value. Copies of all subcontracts, including all modifications and/or revisions will be furnished to the Owner's Representative within five (5) working days from issuance. The Design-Builder shall not "bid shop" subcontracts after selection.

4. Other Project-related direct costs that shall be reimbursed under this Agreement include, but are not limited to, the following: Contractor direct expenses, insurance (including project specific insurance riders of any type and accounting (project related), general conditions, payment and performance bonds, taxes including gross receipts tax, permits, utility availability, relocation and usage costs, "on site construction" supervision, quality control, testing, safety, training, engineering/layout, fire protection, cleanup, field office equipment and operation, but not including expenses incurred prior to the Effective Date of this Agreement. Design-Builder may self-perform up to 10% of the cost of the construction work provided the Design-Builder's price for the work can be demonstrated to be lower than competitive bids from trades contractors or is advantageous to the Owner.

5. Reimbursable Costs for non-construction portions of the Work shall be documented with vendor's invoices to Design-Builder and other similar documentation. Detailed information regarding vendor's hourly rates, materials costs or other expenditures will not be provided.

NON-REIMBURSABLE COSTS

Owner will not reimburse Design-Builder for the following costs, including those defined in A.5.2:

1. Contractor costs not associated with personnel assigned to the Work are considered to be indirect costs that are included as part of the Fixed Fees and are not Reimbursable Costs. Examples of indirect costs that are not Reimbursable Costs include, but are not limited to: bonuses to senior executives, travel by company executives or officers, and personnel whose services and/or responsibilities include multiple projects, e.g., accounting, home office estimating, and purchasing personnel; provided, however, that costs for such personnel on multiple projects may be reimbursed if the Design-Builder requires each of such personnel to maintain accurate timesheets of any time applicable to the Project, if such time allocated to the Project is reasonable, and if the Design-Builder makes such timesheets available to the Owner at any time and from time to time as requested by the Owner. Additionally, costs for repairs and maintenance of Contractor-owned equipment (including by any subsidiary or affiliated companies) or rental equipment are not Reimbursable Costs. Repair costs and costs of routine maintenance of rental equipment are to be included in the rental price.

2. Public relations and advertising, bad debts, contributions and donations, dividends or payments of profits, entertainment, fines or penalties, life insurance for officers, partners, or proprietors, interest on loans, lobbying, losses on other contracts, income taxes, proposal preparation costs except for proposals arising from change requests or direction from the Owner or Owner's Representative, and legal costs involving disputes with the Owner.

3. The cost of all warranty work will be the responsibility of the Design-Builder, including time spent coordinating warranty work by the Design-Builder's project manager, superintendent, or other team members.

4. Costs incurred prior to the Effective Date of this Agreement, except design or preconstruction services included in the Contract Cost Limit and authorized in advance of this agreement to expedite the schedule, unless the same have already been paid, or with the consent of the Owner prior to the Effective Date are to be paid, outside of this Agreement.

c. Design-Builder acknowledges that any Cost of Work (i.e. "buyout") savings established following acceptance of the GMP will be 100% returned to Owner at completion of the project or at another time as mutually agreed upon except as specifically noted in (d) below. The anticipated Buyout Savings will be reviewed on a periodic basis as Design-Builder completes procurement of the Work. The net combined Buyout Savings from individual line items from within the established Reimbursable Costs will be returned 100% to the Owner once all Work has been procured. The buyouts of materials and self-performed work of the Design-Builder are to be included in total net combined Buyout Savings are to returned 100% to the Owner.

d. Expenditures from the Design-Builder's Contingency must be approved in advance by the Owner's Representative, whose approval will not be unreasonably withheld. The Design-Builder's Contingency may be used by the Design-Builder for scope gaps between trade contractors, contract default by a trades contractor, and unforeseen field conditions (not to include unforeseen unsuitable materials, rock or other obstructions not assumed in estimated quantities included in the cost of the work). Any other proposed use must be approved by the Owner in writing before the Design-Builder commits funds from the Design-Builder Contingency. The Design-Builder must submit a completely documented request for the Owner's Representative's review and approval justifying why the request is not included in the GMP. The Design-Builder must provide the Owner notice of each use of the Design-Builder Contingency within a reasonable amount of time, but no later than five (5) work days prior to committing funds from the Design-Builder Contingency. The Design-Builder may use the Design-Build Contingency to cover the cost of any needed repairs that need to be made during the construction process, however, costs for repair work will need to be back-charged to subcontractors or covered out of the Design-Builder's Fee. The Owner will not be responsible for the cost of repairs made during construction. The parties agree that any excess contingency at the completion of the Project shall be returned 100% to the Owner. If the cost of the Project exceeds the GMP as adjusted for any Changes, including the full amount of the Design-Build Contingency, the Design-Builder shall be solely responsible for any such excess amount above the GMP as adjusted for any Changes.

FIXED FEES

The Owner shall pay the Design-Build Fixed Fees, which consist of the architecture and engineering fees, pre-construction fees and expenses, and general contracting fees not already assumed within the scope of the Interim Agreement. The Fixed Fees include all compensation payable by Owner to Design-Builder beyond Reimbursable Costs for the Services and are intended to compensate for the Design-Builder's home office support, overhead costs, and profit for the Project and for all design (architectural/engineering) and other professional services. The Fixed Fees will not vary with either the estimated cost or actual cost of construction of the Project. The components of the Fixed Fees below may only be increased if the Owner requests changes that alter the design after the GMP is established or design documents are considered 100% complete by both parties.

a. A-E Services for Design, Construction Documents and During Construction: This component of the Fixed Fees covers the design and preparation of Construction Documents. The A-E will provide coordination with all jurisdictions, authorities, planning and zoning, and building officials to obtain all necessary input, approvals and permits. This component of the Fixed Fees also covers construction administration by the A-E and includes, but is not limited to, review of shop drawings and samples, field interpretation of Construction Documents, preparation of required clarification drawings, and participation in quality control activities.

b. Contractor Fee during pre-construction and construction: This component of the Fixed Fees covers all pre-construction services, including design reviews, cost estimates, preparation of a GMP, profit on construction plus

home office support (including project manager, project engineer, estimator, and purchasing agent) and overhead costs.

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(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

...

(Identify item, state the unit price, and state any applicable quantity limitations.)

...

See Design-Build Guaranteed Maximum Price supporting documentation developed by Blair Construction, Inc. dated May 15, 2023 and May 17, 2023 including Record of Changes to Exhibit F Narrative, A141 Agreement dated November 7, 2022.

...

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 30th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 30th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

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~~§ A.1.5.2 Progress Payments—Stipulated Sum~~

~~§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.~~

~~§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:~~

- ~~1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (— %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;~~
- ~~2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (— %);~~
- ~~3 Subtract the aggregate of previous payments made by the Owner; and~~
- ~~4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.~~

~~§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:~~

- ~~1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)~~
- ~~2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.~~

~~§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:~~

~~(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)~~

~~§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee~~

~~§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.~~

~~§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:~~

- ~~1 Take the Cost of the Work as described in Article A.5 of this Amendment;~~
- ~~2 Add the Design-Builder's Fee, less retainage of percent (%). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~3 Subtract retainage of percent (%) from that portion of the Work that the Design-Builder self-performs;~~
- ~~4 Subtract the aggregate of previous payments made by the Owner;~~
- ~~5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.~~

~~§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.~~

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- ~~3 Add the Design-Builder's Fee, less retainage of Five percent (5 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~4 Subtract retainage of Five percent (5 %) from that portion of the Work that the Design-Builder self-performs;~~

...

- ~~7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.~~

~~Reduction of retainage, if any, will be negotiated between Owner and Design-Builder upon reaching Substantial Completion.~~

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~~(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)~~

Substantial Completion shall be obtained by March 31, 2025 based upon a Notice to Proceed for actual on-site construction be issued by August 1, 2023. Final Completion of the Work is to be achieved by April 30, 2025. If Work is not fully and satisfactorily completed within the period of time set forth in this Agreement, the Design-Builder agrees it shall owe and pay the Owner actual monetary damages for failure of Design-Builder to reach Substantial Completion by the date specified in this Agreement. Actual damages could include additional project management services, storage and rental fees, moving services and related expenses.

...

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

...

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

See 65% Specifications developed by Grimm + Parker dated April 3, 2023.

...

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

See 65% Drawings developed by Grimm + Parker dated April 3, 2023.

...

(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 Design-Builder'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.)

...

N/A

...

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

<u>Hazardous Material Allowance:</u>	<u>\$200,000</u>
<u>Seeding/Sod/Landscape Allowance:</u>	<u>\$100,000</u>
<u>Playground Equipment/Turf Allowance:</u>	<u>\$250,000</u>
<u>Moisture Mitigation Allowance:</u>	<u>\$ 10,000</u>
<u>Appliance Allowance:</u>	<u>\$ 10,000</u>
<u>Cabinet Casework Allowance:</u>	<u>\$240,000</u>
<u>Food Service Equipment Allowance:</u>	<u>\$600,000</u>
<u>Gym Divider Wall/Equipment Allowance:</u>	<u>\$ 85,000</u>
<u>Stage Curtain Allowance:</u>	<u>\$ 20,000</u>

Power Company Fee Allowance	\$ 20,000
Technology Equipment Allowance	\$200,000
Owner Printing Allowance	\$ 4,500

See A.1.4.3.2 above.

PAGE 9

See Design-Build Guaranteed Maximum Price supporting documentation developed by Blair Construction, Inc. dated May 15, 2023 and May 17, 2023 including Record of Changes to Exhibit F Narrative, A141 Agreement dated November 7, 2022.

...

(Identify name, title and contact information.)

...

(List name, discipline, address and other information.)

Architect/Engineer of Record: Grimm + Parker Architects, Charlottesville, CA

Other Consultants:

Civil Engineer: Reynolds Clark

Surveying and Site Utilities: B + B Consulting

Mechanical/Electrical/Plumbing Engineering, Security, IT: Lawrence Perry + Associates

Structural Engineering: Dunbar

Food Service Consultant: Nyikos

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(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

PAGE 11

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site and insured at a mutually acceptable location, with the Owner's prior approval.

...

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable. Design-Builder will make all reasonable efforts to utilize the Owner's tax exempt status to save costs in regards to sales tax, etc.

...

~~§ A.5.1.5.3 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.~~

...

~~§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.~~

PAGE 13

Paul Nichols Division Superintendent

Timothy Clark President

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 14:53:47 ET on 05/22/2023 under Order No. 3104237542 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014 Exhibit A, Design-Build Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)