

STATE OF GEORGIA
COUNTY OF WALTON

**CONSTRUCTION MANAGEMENT / DESIGN BUILD CONTRACT FOR
SOUTH HAMMOND DRIVE COURTHOUSE - COURTROOMS**

(FIRST AMENDMENT ESTABLISHING GMP, DESIGN DOCUMENTS AND SCHEDULE)

This **FIRST AMENDMENT** (“First Amendment”) to that Construction Services Agreement dated _____ (the “Agreement”), is made and entered into by and between **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Walton County Board of Commissioners (the “County”), and **SUNBELT BUILDERS, INC.**, a Georgia limited liability company (the “Construction Manager/Design Builder”), each sometimes hereinafter individually referred to as a “Party” or collectively referred to as the “Parties.”

RECITALS

WHEREAS, the County and the Construction Manager/Design Builder entered into the Agreement for Construction Manager/Design Builder to construct the South Hammond Drive Courthouse - Courtrooms (Project Number RFP #2022-03);

WHEREAS, pursuant to the Agreement, Article 5.4, the Construction Manager/Design Builder is to submit a Guaranteed Maximum Price proposal which, if accepted by the County, forms the basis for “Amendment No. 1” to the Agreement;

WHEREAS, pursuant to the Agreement, Article 15.1, the County reserved the right to order changes in the Work to be performed under the Agreement by altering or adding to the Work through a written Change Order (i.e., amendment) executed by the Parties and specifying the changes ordered and any necessary adjustment of compensation and completion time;

WHEREAS, information was presented to the Board of Commissioners for its consideration related to the terms and conditions of this First Amendment and the Board resolved to approve the terms and conditions of this First Amendment; and

WHEREAS, the County and the Construction Manager/Design Builder desire to amend the Agreement to add additional Work, to increase the Maximum Contract Price and to extend the project completion deadline.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which are acknowledged by both Parties, the Parties agree as follows:

1. Pursuant to Article 2, the Parties agree to amend the Work by adding a new **Exhibit O** containing a **list of Contract Documents**, and a new **Exhibit P – Assumptions and Clarifications** of the Agreement, as attached

REFER TO ATTACHED CONTENTS OF PROPOSED NEW EXHIBITS TO THIS AMENDMENT

2. Pursuant to Article 5.4, the Parties agree to amend Article 14.2.1 of the Agreement to establish the **Guaranteed Maximum Price of \$676,106.00** for all the additional work described within the attached Exhibits therefore increasing the **overall Agreement to \$718,606.00**. Refer to **Exhibit Q containing detailed Schedule of Values**.
3. Pursuant to Article 7, the Parties agree to add a new **Exhibit R with the Critical Path Project Schedule** with a Substantial Completion date of **August 8, 2022**, and Final Completion date of **September 19, 2022**.
4. The Parties agree to waive the “initialing” requirements set forth in Section 14.2.1 and **Exhibit “I”**.

5. Except as modified hereby, the original Agreement shall continue in full force and effect.
6. This First Amendment may be executed in counterparts, and each counterpart shall constitute an original and taken together shall constitute but one document.
7. Each of the individuals executing this First Amendment on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so.
8. The effective date of this First Amendment shall be the date the last Party hereto executes as indicated below.

WHEREFORE, the Parties having read and understood the terms of this First Amendment, they do hereby agree to such terms by execution of their signatures on the next sheet.

COUNTY: WALTON COUNTY, GEORGIA

By: _____
David Thompson, Chairman
Board of Commissioners

APPROVED AS TO FORM:

[AFFIX COUNTY SEAL]

By: _____
County Attorney

Date: _____

ARCHITECT:

By: _____

Print Name: _____

Title: _____

Date: _____

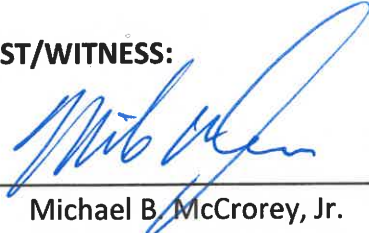
**ACCEPTED BY CONSTRUCTION MANAGER/DESIGN
BUILDER:**

SUNBELT BUILDERS, INC.

By:  _____
Steven C. Kapp, President

[AFFIX CORPORATE SEAL]

ATTEST/WITNESS:

By:  _____
Michael B. McCrorey, Jr.
Vice President / Secretary

Date: 05/06/2022

EXHIBIT O
LIST OF CONTRACT DOCUMENTS

2022005	Cover Sheet	04/15/22
A-1.0	Demolition Plan	04/15/22
A-1.1	Renovated Floor Plan	04/15/22
A-1.2.1	Demolition Reflected Ceiling Plan	04/15/22
A-1.2.2	Renovated Reflected Ceiling Plan	04/15/22
A-3.1	Courtroom Details	04/15/22
A-3.2	Interior Finishes & Door Schedule	04/15/22
A-3.3	Interior Details	04/15/22
A-3.4	Millwork Details	04/15/22
A-4.1	Wall Type Details	04/15/22
A-4.2	Wall Type Details	04/15/22
A-4.3	Wall Type Details	04/15/22
M-0.1	Mechanical Schedules & Specifications	04-12-22
M-1.0	Mechanical Plan – Demolition	04-12-22
M-2.0	Mechanical Plan – New Work	04-12-22
P-0.1	Plumbing Schedules & Specifications	04-12-22
P-1.0	Plumbing Demolition Plan – Sewer	04-12-22
P-1.1	Plumbing New Work Plan – Sewer	4-12-22
P-1.2	Plumbing Demolition Plan – Water	4-12-22
P-1.3	Plumbing New Work Plan – Water	4-12-22
E-0.1	Electrical Legend, Schedules, and Details	04/25/2022
E-1.1	Floor Plan – Demolition Lighting	04/25/2022
E-1.2	Floor Plan – Demolition Power and Systems	04/25/2022
E-2.1	Floor Plan – Lighting	04/25/2022
E-3.1	Floor Plan – Power and Systems	04/25/2022

EXHIBIT P
ASSUMPTIONS AND CLARIFICATIONS



10641 HIGHWAY 36
COVINGTON, GEORGIA
30014

t 770.786.3031
f 770.786.3046

Assumptions and Clarifications
Walton County - South Hammond Drive Courthouse - Courtrooms
303 South Hammond Drive
Monroe, Georgia 30655

May 6, 2022

01 GENERAL REQUIREMENTS

- All Permit Fees are by *Owner*.
- All cost of 3rd party testing engineer for compliance with Chapter 17 inspections are by *Owner*.
- All fees for water service shall be borne by *Owner*, Monthly use fees during construction shall be paid by *Owner*.
- All fees for electric service shall be borne by *Owner*, Monthly use fees during construction shall be paid by *Owner*.
- All sanitary Facilities are by *Owner*.

06 WOODS & PLASTICS

- Wood doors in corridor into the original Hearing room will be left in place and covered with sheetrock in the new Jury Assembly room

08 DOORS AND WINDOWS

- Existing wood doors will be used where possible

09 FINISHES

- All millwork in the Courtroom will be field stained

10 EQUIPMENT

- All Panel Signage is by *Owner*

11 EQUIPMENT

- All furnishings are by *Owner*
- All residential appliances are by *Owner*

12 FURNISHINGS

- All furnishings are by *Owner*
- Modifications of existing pews are included
- New pews are included

27 COMMUNICTAIONS

- All Voice and Data is by *Owner*

28 ELECTRONIC SAFETY & SECURITY

- All Video Surveillance is by *Owner*
- All Security is by *Owner*

EXHIBIT Q
DETAIL GMP SCHEDULE OF VALUES

DRAFT AIA® Document G703® - 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
00	Pre-Construction	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
00a	Pre-Construction Fee	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
00b	Design & Contract Administration Fee	40,500.00	0.00	0.00	0.00	0.00	0.00%	40,500.00	0.00
01	General Requirements	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
01a	Payment & Performance Bonds	12,750.00	0.00	0.00	0.00	0.00	0.00%	12,750.00	0.00
01b	Builders Risk Insurance	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	0.00
01c	General Liability Insurance	1,500.00	0.00	0.00	0.00	0.00	0.00%	1,500.00	0.00
01d	Project Executive	3,325.00	0.00	0.00	0.00	0.00	0.00%	3,325.00	0.00
01e	Project Management	16,625.00	0.00	0.00	0.00	0.00	0.00%	16,625.00	0.00
01f	Project Supervision	43,750.00	0.00	0.00	0.00	0.00	0.00%	43,750.00	0.00
01g	Safety Director	1,400.00	0.00	0.00	0.00	0.00	0.00%	1,400.00	0.00
01h	Project Accountant	2,625.00	0.00	0.00	0.00	0.00	0.00%	2,625.00	0.00
01i	Expendable Tools	1,225.00	0.00	0.00	0.00	0.00	0.00%	1,225.00	0.00
01j	Rental Equipment	2,750.00	0.00	0.00	0.00	0.00	0.00%	2,750.00	0.00
01k	Temporary Labor	4,375.00	0.00	0.00	0.00	0.00	0.00%	4,375.00	0.00
01l	Construction Waste & Disposal	2,450.00	0.00	0.00	0.00	0.00	0.00%	2,450.00	0.00
01m	Final Cleaning	5,525.00	0.00	0.00	0.00	0.00	0.00%	5,525.00	0.00
01n	Closeout Submittals	750.00	0.00	0.00	0.00	0.00	0.00%	750.00	0.00
01o	Demonstration & Training	950.00	0.00	0.00	0.00	0.00	0.00%	950.00	0.00
06	Woods & Plastics	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
06a	Rough Carpentry & Blocking	2,500.00	0.00	0.00	0.00	0.00	0.00%	2,500.00	0.00
06b	Wood Framing -	2,500.00	0.00	0.00	0.00	0.00	0.00%	2,500.00	0.00

A	B	C	D		E	F	G		H	I
			WORK COMPLETED				MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						BALANCE TO FINISH (C - G)
	Material									
06c	Interior Finish Carpentry	14,587.00	0.00	0.00	0.00	0.00	0.00	0.00%	14,587.00	0.00
06d	Architectural Wood Casework	13,056.00	0.00	0.00	0.00	0.00	0.00	0.00%	13,056.00	0.00
06e	Wood Trim	68,222.00	0.00	0.00	0.00	0.00	0.00	0.00%	68,222.00	0.00
07	Thermal & Moisture Protection	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
07a	Joint Sealants	2,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
08	Openings	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
08a	Doors & Hardware Install	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00%	1,500.00	0.00
08b	Hollow Metal Doors & Frames	8,095.00	0.00	0.00	0.00	0.00	0.00	0.00%	8,095.00	0.00
08c	Interior Pass Window	1,250.00	0.00	0.00	0.00	0.00	0.00	0.00%	1,250.00	0.00
09	Finishes	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
09a	Interior Demolition	27,633.00	0.00	0.00	0.00	0.00	0.00	0.00%	27,633.00	0.00
09b	Drywall/Metal Framing/ACT	107,600.00	0.00	0.00	0.00	0.00	0.00	0.00%	107,600.00	0.00
09c	Flooring, Base & Tile	40,718.00	0.00	0.00	0.00	0.00	0.00	0.00%	40,718.00	0.00
09d	Painting & Wall Coverings	50,107.00	0.00	0.00	0.00	0.00	0.00	0.00%	50,107.00	0.00
10	Specialties	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
10a	FRP Wall Coverings	6,660.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,660.00	0.00
10b	Toilet Accessories	1,790.00	0.00	0.00	0.00	0.00	0.00	0.00%	1,790.00	0.00
12	Furnishings	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
12a	Pews & Benches	40,763.00	0.00	0.00	0.00	0.00	0.00	0.00%	40,763.00	0.00
21	Fire Suppression	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
21a	Wet-Pipe Sprinkler System	16,100.00	0.00	0.00	0.00	0.00	0.00	0.00%	16,100.00	0.00
22	Plumbing	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
22	Plumbing	34,350.00	0.00	0.00	0.00	0.00	0.00	0.00%	34,350.00	0.00
23	HVAC	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
23a	HVAC	22,403.00	0.00	0.00	0.00	0.00	0.00%	22,403.00	0.00
26	Electrical	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
26a	Electrical	63,525.00	0.00	0.00	0.00	0.00	0.00%	63,525.00	0.00
28	Electronic Safety & Security	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
28a	Fire Alarm System	12,500.00	0.00	0.00	0.00	0.00	0.00%	12,500.00	0.00
99	Contractors' Fee	35,247.00	0.00	0.00	0.00	0.00	0.00%	35,247.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	\$718,606.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$718,606.00	\$0.00

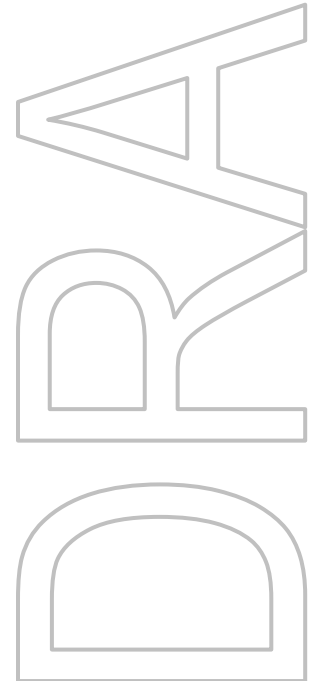
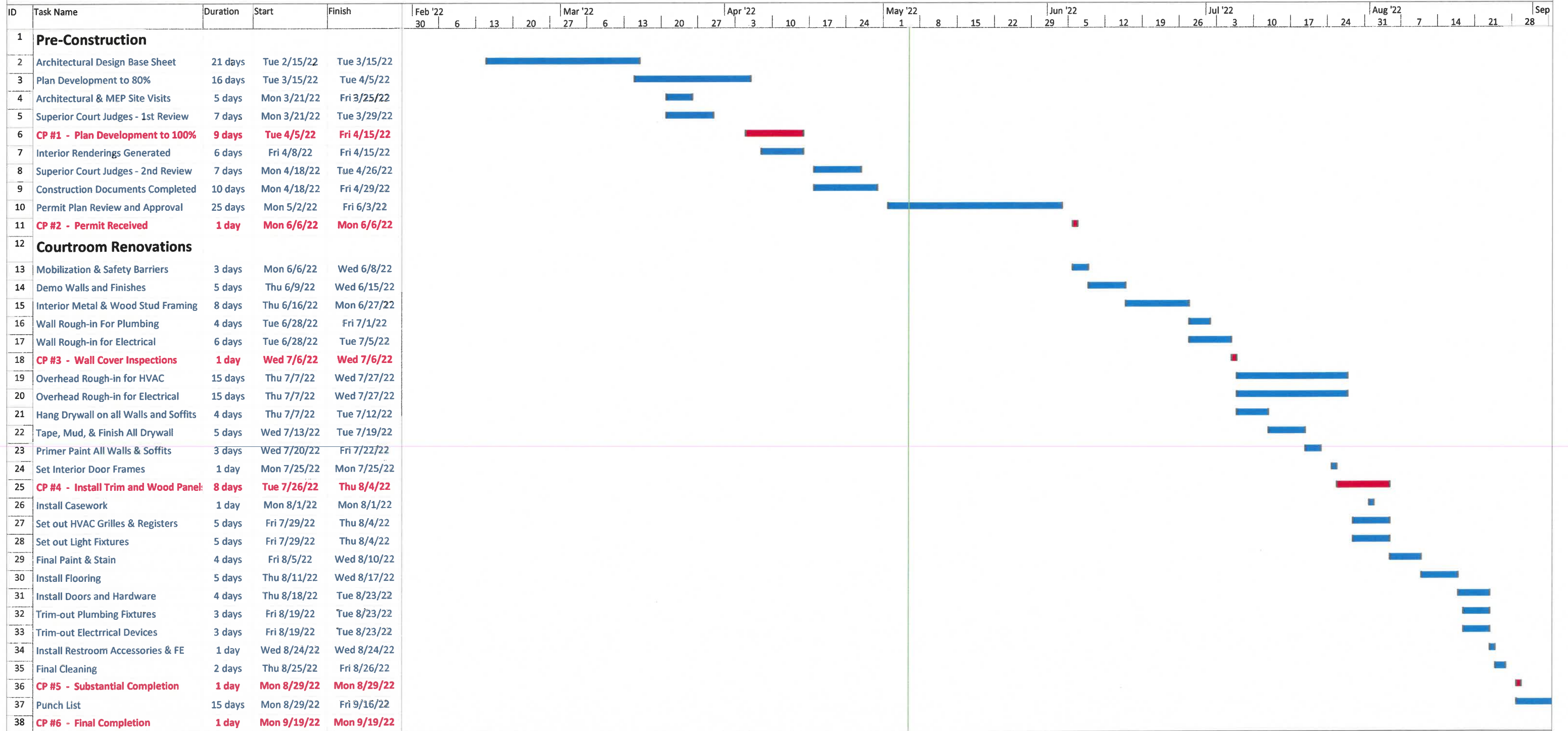


EXHIBIT R
PROJECT CRITICAL PATH SCHEDULE



Walton County Courtroom Renovations

Project Construction Schedule



Task	[Blue bar]	Summary	[Grey bar]	External Milestone	[White bar]	Inactive Summary	[Light blue bar]	Manual Summary Rollup	[Green bar]	Finish-only	[Green bar]	Manual Progress
Split	[Dotted bar]	Project Summary	[Grey bar]	Inactive Task	[White bar]	Manual Task	[Light blue bar]	Manual Summary	[Green bar]	Deadline	[Green bar]	
Milestone	[Diamond]	External Tasks	[Grey bar]	Inactive Milestone	[White bar]	Duration-only	[Light blue bar]	Start-only	[Green bar]	Progress	[Green bar]	