

EXHIBIT M

GMP AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION CONTRACTOR

AMENDMENT NO. 1 TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION CONTRACTOR FOR New Sequoyah Middle and High School AGREEMENT NO. 101-36

Pursuant to Sections 4.B and 7.A of the Construction Management Agreement (“Agreement”), dated October 10, 2023, between The School Board of DeKalb County, Georgia (“Owner”) and Gilbane Building Company (“Construction Contractor”), with respect to the construction of Owner’s New Sequoyah Middle and High School (“Project”), Owner and Construction Contractor hereby agree to amend and modify the Agreement by this Amendment No. 1 and establish a Guaranteed Maximum Price and Contract Time for all the Work as set forth below. All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement, unless otherwise noted.

ARTICLE 1

SCOPE OF WORK

The scope of the Work consists of the construction of a new middle and high school, in accordance with the Agreement, this Amendment and the other Contract Documents listed as Attachments 1 through below, which are hereby incorporated into and made a part of the Amendment by this reference:

<u>Attachment No.</u>	<u>Description</u>	<u>Pages</u>	<u>Date</u>
	List of Drawings, Specifications and Addendums	- not included. To be included at final GMP submission.	
1.	Allowances	<u>5</u> through <u>6</u>	<u> </u>
2.	Assumptions and Clarifications	<u>7</u> through <u>12</u>	<u> </u>
3.	Completion Schedule	<u>15</u> through <u>17</u>	<u> </u>
4.	Schedule of Values	Not included. To be included at final GMP submission.	
5.	List of Itemized General Conditions	Not included. To be included at final GMP submission.	
6.	List of Subcontractors and Major Suppliers	Not included. To be included at final GMP submission.	
7.	Alternates	Not included. To be included at final GMP submission.	

ARTICLE 2

** GUARANTEED MAXIMUM PRICE

** Note: The CGMP represents the initial component change to the GMP. All items listed shall be Owner allowances and subject to reconciliation at the time of DCSD's approval of the project's full GMP.

2.1 Construction Contractor's Guaranteed Maximum Price ("GMP") for the Work, including the estimated Cost of the Work as defined in Section 5 of the Agreement and the Construction Management Fee as defined in Section 4 of the Agreement, is eighty seven million, forty-four thousand, - two hundred, fifty-five dollars and zero cents (\$ 87,044,255.00).

2.2 The Construction Management Fee for the entire Work anticipated on this Project is hereby established as a lump sum amount of two million, six hundred -eleven thousand, three hundred twenty-eight dollars (\$ 2,611,328.00), said lump sum amount is included within the above noted GMP. and zero cents

2.3 The general condition expenses for the entire Work anticipated on this Project are hereby established as a lump sum amount of five million, two hundred twenty-two thousand, six hundred fifty-five dollars (\$ 5,222,655.00), said lump sum amount is included within the above noted GMP ("General Conditions Expenses"). The items included as General Condition Expenses are listed in the List of Itemized General Conditions attached hereto and incorporated herein as Attachment No. _____. Except as said lump sum amount for General Condition Expenses may be expressly adjusted by Change Order or Construction Change Directive, Construction Contractor acknowledges and agrees that Owner shall have no liability for any General Condition expenses beyond payment of the above noted lump sum amount and Construction Contractor agrees that it shall not be entitled to receive any additional compensation from Owner for the General Conditions beyond the above lump sum amount. There shall be no additional General Conditions Expenses payable to Construction Contractor on the first Five Hundred Thousand and No/100 Dollars (\$500,000.00) of Change Order or Construction Change Directive Work (i.e., the lump sum amount specified in this Subsection includes consideration for up to \$500,000.00 of Change Order and/or Construction Change Directive Work). Further, there shall be no mark-up for a subcontractor's General Conditions expenses on the first One Hundred Thousand and No/100 Dollars (\$100,000.00) of Change Order and Construction Change Directive Work to be performed by such subcontractor. and zero cents

2.4 Monthly installment payment of the Construction Management Fee and the General Condition Expenses shall be based upon the percent completion of the designated portion of the Work for each month.

2.5 In order to efficiently and timely address any unknown or unanticipated conditions that are within the scope of the Work and are otherwise reimbursable without duplication as a Cost of the Work, but excluding all items that are to be reimbursed under the lump sum General Condition expense amount noted in Subsection 2.4 above, the parties have agreed to establish a contingency within the GMP in an amount not-to-exceed amount of zero dollars and /100 Dollars (\$ 0.00) ("Owner's Contingency"). Owner's Contingency funds shall be used to cover costs that may result from incomplete design and unanticipated costs that arise during construction that are not identified by the construction documents. Construction

2.8 Pursuant to Subsection 12.3 of Exhibit A to the Agreement, if at the time final payment is made to Construction Contractor the total Cost of the Work has been increased by approved Change Orders in an amount causing the original GMP as set forth in this Amendment to be exceeded by more than _____ and /100 Dollars (\$ _____), then Construction Contractor shall be entitled to an increase in the Construction Management Fee in the amount of _____ and /100 Dollars (_____ %) of the amount exceeding the sum of _____ and /100 Dollars (\$ _____) plus that original GMP amount.

2.9 Construction Contractor recognizes that the Contract includes work for trench excavation in excess of five feet deep. Construction Contractor acknowledges the requirements set forth by all federal, state and local requirements. Construction Contractor certifies that the required trench safety standards will be in effect during the period of construction of the Project and Construction Contractor agrees to comply with all such required trench safety standards.

2.10.1 The amount of Zero dollars and /100 Dollars (\$ 0.00) has been separately identified for the cost of compliance with the required trench safety standards; said amount is included within the GMP.

2.10 At the completion of the Work, should the actual amount of "General Requirements" expenses be less than the amount included therefor in the Schedule of Values approved by Owner, the resulting "savings" shall accrue to the benefit of Owner and a deductive Change Order or Construction Change Directive shall be issued reducing the GMP by the amount of such savings. For the avoidance of doubt, any savings obtained General Requirements expenses may not be moved to contingency or be used to offset cost overruns in other items within the GMP. Further, the line item for General Requirements expenses in the Schedule of Values constitutes a separate guaranteed maximum price for such expenses and any overruns in General Requirements expenses shall be borne by Construction Contractor without reimbursement from Owner.

2.11 By executing this Amendment and furnishing Owner with a GMP based on a detailed Schedule of Values and a Master Project Schedule, Construction Contractor represents and warrants that the Contract Documents, including the Construction Documents, as well as other materials, and information furnished Construction Contractor as of the date of this Amendment have described the scope, construction requirements, and design intent of the Work in detail sufficient to enable Construction Contractor to establish firmly the GMP, Contract Time and the Project Schedule. To the extent that the Construction Documents are anticipated to require further development, Construction Contractor has provided in the GMP for such further development consistent with the Contract Documents and reasonably inferable therefrom.

2.12 Savings will be computed as of the date of final completion of the Work and shall consist of the difference between (i) the Guaranteed Maximum Price (as it may be adjusted in accordance with the terms of the Contract Documents) and (ii) the total aggregate sum of the Cost of the Work plus the Construction Management Fee paid by Owner shall accrue to the sole benefit of Owner.

ARTICLE 3

** A preliminary project schedule for work associated with CGMP shall be mutually negotiated and agreed upon prior to the CM mobilizing or beginning work onsite.

**** CONTRACT TIME**

3.1 The Construction Phase Commencement Date for the Work is 09/06/2024. The total period of time beginning with the Construction Phase Commencement Date through the date required for Substantial Completion of the Work is one thousand five hundred fifty seven (1,557) days ("**Contract Time**"). THE SUBSTANTIAL COMPLETION DATE IS THEREFORE ESTABLISHED AS 12/11/2028.

3.2 Pursuant to the Agreement, the parties have established liquidated damage rates for reasons stated therein, which the parties acknowledge and agree apply to this Amendment and Construction Contractor's responsibility to substantially complete the Work within the Contract Time as stated herein and finally complete the Work within the time prescribed in the Contract. Accordingly, the liquidated damage rates established in the Agreement shall be assessed against Construction Contractor for each calendar day Construction Contractor fails to achieve Substantial Completion of the Work within the Contract Time or final completion of the Work within the time prescribed in the Contract.

ARTICLE 4

MISCELLANEOUS

4.1 Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. All terms not specifically defined herein shall have the meaning ascribed to them in the Agreement. In the event of a conflict between the terms of this Amendment and those of the Agreement, Owner and Construction Contractor agree that the terms of this Amendment shall prevail and control. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

Owner

Construction Contractor

By: _____

By: Brad _____

Its: _____

Its: Vice President _____

Date: _____

Date: April 5, 2024 _____

Attest: _____

Attest: Chm Pa _____