

EXHIBIT E

GUARANTEED MAXIMUM PRICE

THIS GUARANTEED MAXIMUM PRICE AMENDMENT ("Amendment") is entered into by and between the County Board of Arlington County, Virginia (the "County"), and name of Contractor, (the "Contractor") pursuant to Agreement No. 20-227-RFP (the "Agreement"), dated __, between the County and the Contractor, for _____ to establish a Guaranteed Maximum Price (GMP) as set forth below.

1. GUARANTEED MAXIMUM PRICE

Subject to additions and deductions which may be made only in accordance with the Agreement, the Contractor represents, warrants and guarantees to the County that the total maximum cost to be paid by the County for Contractor's complete performance under the Agreement, including, but not limited to, Final Completion of all Work, and all fees, compensation and reimbursements to Contractor, shall not exceed the total amount of _____ dollars (\$_____) ("Guaranteed Maximum Price" or "GMP"). Costs which would cause the Guaranteed Maximum Price (as may be adjusted pursuant to the Contract Documents) to be exceeded shall be paid by the Contractor without reimbursement by the County.

2. GUARANTEED MAXIMUM PRICE COMPONENTS

The Guaranteed Maximum Price is comprised of the maximum amount payable by the County for:

- A. the Cost of the Work, as defined in the Contract Documents, for full and complete performance of the Work in strict accordance with the Contract Documents, in the amount of _____ dollars (\$_____);
- B. a Design/Build Fee for the Contractor, as defined in the Contract Documents, in the amount of _____ dollars (\$_____); and
- C. the General Conditions Fee, as defined in the Contract Documents, in the amount of _____ dollars (\$_____).

The Contractor may reallocate funds between the Cost of Work and General Conditions Fee categories in order to complete construction of the Project within the GMP. The Guaranteed Maximum Price is further broken down into line items and categories as specified in Attachments _____ to this Amendment.

3. BASIS FOR THE GMP

The GMP is based on the GMP Drawings and Specifications developed as part of solicitation No. **20-227-RFP**, and the Contractor covenants and agrees that, except for such increases to the GMP as expressly authorized in this Contract, it will deliver a fully complete Project that is a logical development of the RFP Plans and constructed in strict accordance with the IFC Set for an amount that does not exceed the GMP. The GMP is for the performance of the Work in accordance with the Contract Documents and the following Attachments to this Amendment:

- A. Attachment _____: List of the Drawings and Specification, addenda, and General, Supplementary, and other Conditions of the Contract on which the GMP is based.

- B. Attachment ____: A list of Unit Prices and Allowance items as well as a statement of their basis.
- C. Attachment ____: Assumptions and Clarifications made by the Contractor in the preparation of the GMP Proposal to supplement the information contained in the Drawings & Specifications. These clarifications will include specific reference to any exclusion from the bridge or roadway components typically required for a functional and operational West Glebe Road Bridge.
- D. Attachment ____: The proposed GMP, including a statement of the detailed cost estimate organized by trade categories, Allowances, Contractor's Contingency, and other items as well as the Cost of the Work, General Condition Fee, Design/Build Fee that comprise the GMP.
- E. Attachment ____: An agreed upon schedule that the Contractor has negotiated with the Designers, and all Subcontractors. The schedule shall include, but not limited to the Substantial and Final Completion Dates, upon which the proposed GMP is based. All other project schedule requirements shall be followed as defined in the County issued RFP and Agreement.

4. CONTRACTOR CERTIFICATION

The Contractor and the County acknowledge that the Drawings and Specifications are not complete and, as of the date hereof, that such Drawings and Specifications have reached the level of approximately ____% of the total design effort. The Contractor, however, hereby acknowledges and declares that the Contract Documents are sufficiently complete to have enabled the Contractor to determine the Cost of the Work therein in order to enter into the GMP Amendment and to enable the Contractor to agree to construct the Work outlined therein in accordance with applicable laws, statutes, building codes and regulations without any increase to the GMP or extension of Contract Time, except if and to the extent otherwise expressly provided in the Agreement. The Contractor further acknowledges that it has visited the site, examined all conditions affecting the Work, performed and agrees with all studies the Contractor was required to be performed under this agreement, is fully familiar with all of the conditions thereon and affecting the same, and has carefully examined all drawings and specifications.

5. DESIGN INTENT; INFERABLE WORK

The GMP Drawings and Specifications include various clarifications and assumptions that are intended to further define the Scope of Work that will be required to complete design. The Contractor has included within the Guaranteed Maximum Price sufficient amounts to cover aspects of the Work that are not shown on the GMP Drawings and Specifications.

6. COST OVERRUNS

Subject to additions or deductions, which may be made in accordance with the Contract, the Contractor shall be solely liable and responsible for and shall pay any and all costs, fees and other expenditures in excess of the Guaranteed Maximum Price for and/or relating to the Work, without entitlement to reimbursement from the County. The Contractor shall not be entitled to any fee, payment, compensation or reimbursement under this Agreement or relating to the Work or Project other than as expressly provided in the Agreement.

7. CONTRACTOR'S CONTINGENCY

The Contractor's Contingency is a sum of money unassociated with any specific work to allow the Contractor to accommodate market changes and/or unforeseen conditions in order to complete the Project within the Guaranteed Maximum Price. The Contractor's Contingency shall be available for use the Contractor for reallocation to other line items on an as-needed basis as approved by the County. Any un-unused Contractor Contingency shall be returned to the County.