

# DRAFT AIA® Document A133® – 2019

## Exhibit A

### Guaranteed Maximum Price Amendment

This [First] Guaranteed Maximum Price Amendment dated the « » day of « » in the year «Two Thousand Twenty Four» (this "First Amendment"), is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the day of in the year (the "Agreement") ("GMP") dated the « » day of « » in the year «Two Thousand Twenty » (the "Agreement").

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

«Grand Rapids Public School District – 2023 Bond Program  
Ottawa Hills High School located at 2055 Rosewood Ave SE, Grand Rapids, MI 49506;  
Ken-O-Sha Elementary School located at 1353 Van Auken St SE, Grand Rapids, MI 49508;  
Alger Middle School located at 921 Alger St SE, Grand Rapids, MI 49507;  
Dickinson Elementary School located at 448 Dickinson St SE, Grand Rapids, MI 49507;  
and  
Cesar Chavez Elementary School located at 2055 Rosewood Ave SE, Grand Rapids, MI 49506  
, in accordance with the applicable ballot language, the Owner's fixed Project budget, the approved plans and specifications, all applicable laws, and as otherwise approved by the Owner. »

THE OWNER:

(Name, legal status, and address)

«Grand Rapids Public School District  
1331 Martin Luther King Jr. Street SE  
«Grand Rapids, Michigan 49506»

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

To be determined.

« »

THE ARCHITECT:

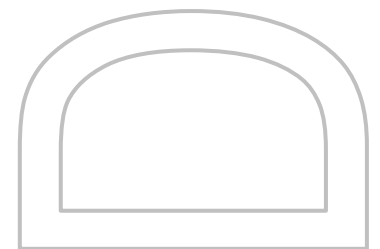
(Name, legal status, and address)

«  
»  
«  
»  
»

**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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

A.5 THIS AMENDMENT

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as ~~that term is defined in Article 6 of the Agreement; those terms are defined in Articles 6 and 7 of the Agreement respectively.~~

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (\$ ,  (\$  »), subject to additions and deductions by Change Order as provided in the Contract Documents. The total Compensation under this Agreement, including the Construction Manager's compensation for its Preconstruction Services, shall not exceed  (\$  »).

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the total compensation authorized under the Agreement and the Guaranteed Line Items comprising the Guaranteed Maximum Price. A detailed breakdown of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 ~~of the Agreement and 6.2 of the Agreement is provided in Attachment A to this Amendment.~~ (Provide itemized statement below or reference an attachment.)



<b>1. Preconstruction Phase Services Compensation</b>		
a. Total compensation authorized for Preconstruction Services <sup>1</sup> :	Fixed Sum	\$ -
<b>2. Construction Phase Services Compensation</b>		
a. The Guaranteed Maximum Price of the Contract Sum is:	Not-To-Exceed	\$ -
The Guaranteed Maximum Price for the Contract Sum is comprised of the Cost of the Work and the Construction Manager's Fee as follows:		
<b>i. Cost of Work<sup>2</sup>:</b>		
A. 'Hard Costs' (as set forth in §6.2.1.3 of the Agreement) <sup>3</sup>	Not-To-Exceed	\$ -
B. 'CM Direct Costs' (as set forth in §6.2.1.1 of the Agreement) <sup>3</sup>	Not-To-Exceed	\$ -
C. 'Personnel Costs' (as set forth in §6.2.1.2 of the Agreement) <sup>3</sup>	Not-To-Exceed	\$ -
D. Construction Manager's Contingency	0.00% of the rest of the Cost the Work	\$ -
<b>ii. Construction Manager's Fee</b>		
	0.00% of the Cost of the Work	\$ -
<b>3. Total Possible Compensation Authorized</b>		
a. Total possible compensation authorized By the Agreement is:	(Contract Sum GMP + Precon)	\$ -
<b>4. Notes</b>		
<sup>1</sup>	The value shown is inclusive of any and all costs for the Construction Manager's Preconstruction Services whether previously authorized or authorized under this Amendment.	
<sup>2</sup>	The values shown are inclusive of any and all costs for the Work as set forth in the Contract Documents whether previously authorized or authorized under this Amendment.	
<sup>3</sup>	The value shown is a Guaranteed Line Item as set forth in §6.2.	

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price: Price and accepted by the Owner are enumerated in Attachment A to this Amendment and described in the Contract Documents:

Item	Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

The Guaranteed Maximum Price does not include the alternates enumerated in Attachment B to this Amendment, which are described in the Contract Documents and may be accepted by the Owner in writing. Unless otherwise specified by the Owner in writing, the Construction Manager may, with no less than fourteen (14) days' prior written notice, establish in writing a date upon which any of these alternates must be accepted by the Owner in order for the Construction Manager to perform the Work covered by such alternates for the price set forth in Attachment B and without any adjustment to the Contract Time.

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.) any, included in the Guaranteed Maximum Price and accepted by the Owner are enumerated in Attachment C to this Amendment.

Item	Units and Limitations	Price per Unit (\$0.00)

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ A.2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of ~~execution~~ [execution] of this Amendment.

Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

Work shall commence on [Date]

Work commenced on [Date]

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

**§ A.2.3 Substantial Completion**

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Not later than  () calendar days from the date of commencement of the Work.

By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
<input type="text"/>	<input type="text"/>

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents ~~and which include, but are not limited to,~~ the following:

§ A.3.1.1 The ~~following~~ Supplementary and other Conditions of the ~~Contract~~ Contract enumerated in Attachment D to this Amendment, which are incorporated herein in full by reference.

Document	Title	Date	Pages
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

§ A.3.1.2 The ~~following Specifications:~~ *(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

Specifications enumerated in Attachment E to this Amendment, which are incorporated herein in full by reference.

Section	Title	Date	Pages
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

§ A.3.1.3 The ~~following Drawings:~~

*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

Drawings enumerated in Attachment F to this Amendment, which are incorporated herein in full by reference.

Number	Title	Date

**§ A.3.1.4 The Sustainability Plan, if any:**

*(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 Construction Manager'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.)*

Title	Date	Pages

Other identifying information: Any and all fully signed Change Orders dated as of the Effective Date of this GMP Amendment, which are incorporated herein in full by reference.

**§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:**

*(Identify each allowance.)*

Price are as set forth in Attachment B to this Amendment.

Item	Price

**§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:**

*(Identify each assumption and clarification.)*

Construction Change Directives and requests for change orders, if any, enumerated in Attachment G, which are incorporated herein in full by reference.

**§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:**

*(List any other documents or information here, or refer to an exhibit attached to this Amendment.)*

Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based are set forth in Attachment H to this Amendment.

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below; the cost of which are included in the Guaranteed Maximum Price:

<< >>

**ARTICLE A.5 THIS AMENDMENT**

**§ A.5.1** The following document form an integral part of this Amendment:

- [Attachment A – Detailed Schedule of Values of the Cost of the Work and Contract Sum](#)
- [Attachment B – Optional Alternates](#)
- [Attachment C – Unit Prices](#)
- [Attachment D – Supplemental Conditions of the Contract](#)
- [Attachment E – Specifications](#)
- [Attachment F – Drawings](#)
- (List name, discipline, address, and other information.)* [Attachment G – Construction Change Directives and Change Requests](#)
- [Attachment H – Assumptions](#)

*[signatures on following page]*

TE  
LE  
BA  
RD

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

GRAND RAPIDS PUBLIC SCHOOL DISTRICT,

\_\_\_\_\_  
**OWNER** *(Signature)*

«Alex Smart,  
Executive Director of Facilities and Operations »« »  
*(Printed name and title)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

« »« »  
*(Printed name and title)*

**Architect's Certification.**

The Architect is not a party to the Agreement or this Amendment. By acknowledging below, the Architect certifies that it has reviewed this Amendment and the Contract Documents set forth herein and that, in accordance with the Architect's obligations under its Agreement with the Owner, the Contract Documents as set forth herein are complete and fully describe the Work as designed by the Architect.

-

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

« »« »  
*(Printed name and title)*

