

**CONSTRUCTION MANAGEMENT SERVICES**  
**FOR CONSTRUCTION OF**  
**New Aberdeen Pre-K through 5 Elementary School**  
**GRAND RAPIDS PUBLIC SCHOOLS**  
**Request for Qualifications and Fee Proposal**

Issued by:

The Ad Hoc Committee  
Professional Service Contractor Selection

Proposal Due Date: *August 1, 2024 at 1:00 PM*

Issuing Office: Grand Rapids Public School District  
Office of Facilities Management & Planning

This is a Qualification Based Selection Process. Complete submittal of information requested in this document is essential to the selection process. Failure to provide this information may result in not being considered for the award of a contract.

July 12, 2024



**PROFESSIONAL SERVICES  
FOR CONSTRUCTION OF  
New Aberdeen Pre-K Through 5 Elementary School  
GRAND RAPIDS PUBLIC SCHOOLS**

**GENERAL INFORMATION**

**A. Purpose**

Grand Rapids Public Schools (GRPS) seeks professional Construction Management (CM) expertise to execute its construction projects. The Professional Service Contractor (PSC) selected to manage the construction of a New Pre-K through 5<sup>th</sup> Grade Elementary School on the site of the existing Aberdeen Academy must provide the full range of CM capabilities for the entire scope of work. Successful design and construction of our projects may also require the use of specialists in civil, structural and MEP engineering, interior design, acoustics, building restoration, historic preservation, efficiency, security, and/or technology. Implementing our construction projects is an important part of our work and we seek the best consulting firms from our region to work collaboratively with our schools, communities and administration.

To obtain the highest quality project within the time and budget allocations, GRPS seeks a PSC for the New Aberdeen Elementary through this Qualification-Based Selection (QBS) process. This selection process articulates the district goals, reflects our guiding principles and provides openness and consistency so that all qualified firms receive fair consideration. The remainder of this Request For Qualifications (RFQ) identifies specifics regarding New Aberdeen Elementary

**B. Project Scope and Timeline**

GRPS issues this RFQ/P in its process to obtain preconstruction and construction management services for the renovation of a new Aberdeen Pre-K through 5 Elementary building. Constructing a new Aberdeen school is one of several projects included in the GRPS Facilities Master Plan. The overall GRPS goals for new Aberdeen include the following:

- To welcome and stimulate students, staff and visitors
- To provide flexibility in adapting to current educational needs and future needs
- To function as a 21<sup>st</sup> century Elementary School for GRPS
- To maintain and enhance the District's presence in the neighborhood and the NE Quadrant of GRPS
- To balance long-term, short term and operational costs
- To meet specific completion and budget targets

Aberdeen Academy currently serves as a PreK through 8<sup>th</sup> grade school for GRPS and is located at 928 Aberdeen Street NE, in Grand Rapids. The original Aberdeen Elementary School was built in 1929 and has been renovated numerous times throughout its use. The District has determined the current building has reached the end of its useful life and renovations are not a practical solution to meet the District's and its scholars future instruction needs.

The District owns the nearly 9 acre site, which includes the recreational baseball fields located south of the existing school building. The existing building is to be demolished to facilitate necessary site improvements to serve the new school which must be constructed prior to opening.

Construction of the New Aberdeen Elementary is expected to begin in the summer of 2025 and be completed, along with site improvements and amenities, for the beginning of the 2027-28 school year. The District will continue to operate the existing Aberdeen Academy during this work, with building demolition occurring in the summer of 2027 and related site improvements being installed.

Successful completion of the project includes completion of Punch List items, installation of technology, and staff training as required prior to Owner acceptance.

**The District's projected total program budget for this project is approximately thirty-nine million dollars (\$39,000,000). This budget is inclusive of all district costs for new construction, site improvements, demolition, design and other professional fees, furniture, fixtures and equipment, etc.**

**The academic program planned for the building includes the following:**

- **Serve scholars from Pre-Kindergarten age through Fifth (5<sup>th</sup>) Grade**
- **Space for two sections of Pre-Kindergarten / Early Childhood**
- **Three sections each of Kindergarten through Fifth (5<sup>th</sup>) Grade scholars, for a total potential K-5 count of 450 scholars**
- **Flexible learning environments to encourage multiple levels of collaboration within small and large groups and within and between class sections**

The District has selected a design team of Wightman Associates and DLR Group. The design team has begun programming efforts for the project and will be moving into schematic design as the CM team is brought on board.

The selected CM firm will be expected to work along with the District's other consultants to plan, estimate, schedule and perform the construction work.

The Design firm will be required to develop independent cost estimates at the SD and DD phases, which will be reconciled with the selected CM firm to improve overall project design-to-budget success.

In addition to typical pre-construction and construction management services, the scope of work for this project includes, but is not limited to: meeting with committees and administrators and participating in Town Hall meetings during the design phase, maintaining and updating public information regarding the design and construction progress for the District website, reviewing the AE prepared documents for

completeness, errors and omissions, and constructability. The scope of work will also include attending construction progress and O-A-CM meetings. The CM firm will be required to work closely with the AE to estimate and balance scope, budget, and construction phasing options.

### **Project Timeline**

- RFP Issuance July 12, 2024
- Proposals due August 2, 2024
- Interviews Week of August 12, 2024
- Selection / Recommendation August 16, 2024
- Finance Approval August 27, 2024
- Board Approval September 3, 2024
- Design Phase July 2024 – Summer 2025
- Trade Contractor Bidding Summer 2025 (Bid Strategy to be developed with Design & CM Team)
- Construction Phase Summer 2025 through Summer 2027
- Occupancy Phase July 1, 2027

### **Pre-proposal Meeting / Site Visit**

A pre-proposal meeting and site visit will be held on Wednesday July 24, 2024 *at 3:30 PM* at Aberdeen Academy, 928 Aberdeen Street NE, Grand Rapids, Michigan 49505.

### **C. Issuing Office**

This RFQ is issued by the GRPS Department of Facilities Management & Planning, hereinafter referred to as the issuing office. The Director of this department and point of contact for this Request for Qualifications & Fee Proposal is:

David “Alex” Smart, RA, NCARB  
Executive Director Facilities and Operations  
Grand Rapids Public Schools Service Building  
900 Union NE  
Grand Rapids, Michigan 49503

### **D. Contract Award**

Contract award will be undertaken by GRPS with the Professional(s) whose qualifications and proposal(s) the issuing office determines to be in the District’s best interest. [AIA Document A133 CMC-Modified] will be the basis of this agreement.

Respondents must confirm their compliance with the terms of this agreement in their proposal. Any specific exceptions or requested modifications must also be noted in your response. Exceptions and/or modifications will be considered as part of the evaluation and GRPS will evaluate such modifications relative to its best interest and consistency with the project goals.

**E. Submittal Requirements – Firm, Team and Approach**

Submit Nine (9) hard copies of your firm’s qualifications to address and person named above, and one electronic PDF copy via email to D. Alex Smart at [SmartA@grps.org](mailto:SmartA@grps.org) and Hady ElSayed at [ElsayedH@grps.org](mailto:ElsayedH@grps.org).

**Executive Summary – One [1] page maximum**

Summarize your strong points and describe how your experience will benefit the GRPS construction of New Aberdeen Elementary.

**Business Organization ~ One [1] page maximum**

State the full name and address of the organization and, if applicable, the branch office, consultants, or other subordinate elements that will provide or assist in providing the service.

Indicate whether you operate as an individual, partnership, or corporation; if as a corporation, include the state in which you are incorporated. State the names of the principals of your firm.

**Firm Experience – Five [5] pages maximum**

Provide examples of up to five similar projects completed by the firm for educational clients within the past ten(10) years.

**Statement of the Problem and Summary of Approach – Three [3] pages maximum**

State in succinct terms your understanding of the major issues of this project. Identify specifically how your firm will meet the project goals and GRPS expectations.

Briefly describe how you intend to address the main issues of the project.

**Work Plan / Schedule – Three [3] pages maximum**

Include a time-related chart, show events, tasks, and decision points in your work plan, from selection through overall completion of the program. Discuss how your work will be coordinated and how you intend to interface with Grand Rapids Public School District, the A/E, and the rest of the project team. Provide a review schedule between the A/E, CM, and Owner.

**Manpower and Team ~ No page limit**

The firm must staff a project team with the qualifications and expertise necessary to undertake a project of this scope, **ready to begin work immediately upon notice to proceed**. Include the number of executive and professional personnel by skill and qualification that will be employed in the work. Describe their role in the project.

Identify key participants, including major consultants, with name, resumes, qualifications and relevant experience. You must indicate a percentage of time which

each key participant will allocate to this project and coordinate this information with your staffing and fee proposal. Include a listing of their current project responsibilities and the dates that they will be available to begin work on this project.

Resumes with qualifications for key individuals must be provided. Include a brief description of three [3] major projects in which each individual has been instrumental (may be projects completed for other firms but be certain to identify the firm). **Up to one page per individual.**

**Diversity and Inclusion Practice / Program – No page limit**

Describe your firm's efforts to promote participation of MBE/WBE/disadvantaged contractors as members of your project team. Share your firm's Diversity and Inclusion plan and indicate your methods to seek disadvantaged firm's participation in the construction of our projects. Indicate the average percent participation of such firms in the 5 example projects presented in your proposal.

**F. Submittal Requirements – Fee (separate sealed envelope, 3 hard copies)**

You are requested to submit a completed Staffing and Fee excel document on the format provided for the scope of work described above. Your fee proposal must reflect all expected reimbursable and General Conditions charges and the billable hourly rates for your team members assigned to our project. **Be sure to include your fee percentage for Overhead & Profit on the first page where indicated. All other information will auto-populate from the following workbook tabs for staff and reimbursables. Input staff name, hourly rates, and projected hours per month where indicated on staffing tab. Input rates and units for reimbursables on construction support tab. Be sure to include rates / costs for insurance and bonding.**

**Any costs you expect to invoice to GRPS beyond your Fee (staff, GCs, support expenses, etc.) must be identified in cost workbook.**

Your services are to include pre-construction services to assist GRPS in making necessary adjustments to the program scope of work to meet the budget. Your fee proposal is to include all services required for the scope of work as defined herein.

Your firm will be working closely with the design firm retained by GRPS. Close collaboration between your firm and the AE is expected on a weekly basis; during Preconstruction your efforts will include weekly updated opinion of cost, project development schedule, constructability advice, and forecasting any supply chain or lead time issues.

The submittal requirements are:

- Email and hand deliver your proposal to:  
Alex Smart, Executive Director of Facilities and Operation  
900 Union NE  
Grand Rapids, MI 49503  
[Smarta@grps.org](mailto:Smarta@grps.org)

- Qualification submittals are due no later than August 1 at 1:00 PM.

Your submittal should be prepared simply and economically, providing a straightforward comprehensive description of your firm's ability to meet the requirements of the request. Submittals must be signed by an official authorized to bind the professional to its provisions.

Your submittal will be considered a contract document. Submittals must remain valid for a minimum of sixty [60] days.

**H. Incurring Costs**

GRPS is not liable for any cost incurred by the professional prior to issuance of a contract.

**I. Prime Professional Service Contract Responsibilities**

The PSC is required to assume responsibility for all services offered in the submittal whether or not they possess them within their organization. Further, GRPS will consider the professional to be the sole point of contact with regarding to contractual matters, including payment for any and all charges resulting from the contract.

## INSURANCE REQUIREMENTS

- **Insurance:** The successful CM will be required to provide from insurance companies licensed and “admitted” to do business within the State of Michigan, insurance certificates or minimum insurance coverage as follows:

### COMPREHENSIVE GENERAL LIABILITY

	<u>Each Occurrence</u>	<u>Aggregate</u>
Bodily Injury Liability	\$ 1,000,000	\$5,000,000
Property Damage	\$ 1,000,000	\$5,000,000

**OR**

Bodily Injury & Property Damage Combined	\$1,000,000	\$5,000,000
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### AUTOMOBILE LIABILITY

	<u>Each Occurrence</u>	<u>Aggregate</u>
Bodily Injury (Per Person)	\$1,000,000	
Bodily Injury (Per Accident)	\$1,000,000	
Property Damage	\$1,000,000	

**OR**

Bodily Injury & Combined Damage	\$2,000,000	
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### EXCESS LIABILITY

	<u>Each Occurrence</u>	<u>Aggregate</u>
True Commercial Umbrella Coverage	\$1,000,000	\$5,000,000

### WORKER’S COMPENSATION & EMPLOYERS’ LIABILITY

Each Accident	\$ 1,000,000
Disease-Policy Limit	\$ 1,000,000
Disease-Each Employee	\$ 1,000,000

The following language shall be indicated on all certificates of insurance from CM: “The Grand Rapids Public School District, its elected or appointed officials, employees and volunteers, and Plante Moran Realpoint as its Owner’s Representative, are included as insured with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the named insured, (b) products and completed operations of the named insured, or (c) premises owned, leased, or used by the named insured”.



# Fair Employment Practices Agreement

## **Equal Opportunity [Affirmative Action Employer]**

The Grand Rapids Public School District, as an Equal Opportunity/Affirmative Action Employer, complies with federal and state laws prohibiting discrimination, including Title IV and Title VII [with amendments] of the 1964 Civil Rights Act, Title IX of the Educational Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Veterans Readjustment Act of 1974 as amended 28 USSC 20-12 and the Americans With Disabilities Act of 1990. It is the policy of the School Board that no person, on the basis of race, sex, height, weight, color, religion, national origin, or ancestry, age, marital status, disability, or veteran status, shall be discriminated against in employment, educational programs and activities, or admission.

Inquiries or complaints should be addressed to Frederica Williams, 1331 Martin Luther King Jr. St. SE, PO Box 117, Grand Rapids, Michigan 49501-0117.

# SWORN STATEMENT OF FAMILIAL RELATIONSHIP

As required by Section 1267 of the Revised School Code – MCL 380.1267

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says:

That \_\_\_\_\_ (The "Bidder") has bid for an improvement to the following described project located in Kent County, Michigan, which is owned by the Grand Rapids Public Schools:

**Project Name:** \_\_\_\_\_

That the following is a statement of disclosure of any familial relationship that exists between the owner or any employee of the Bidder and any member of the Grand Rapids Public Schools Board of Education or Superintendent, as required pursuant to Section 1267 of the Revised School Code, as amended.

1.  That there are no such familial relationships existing at this time.

OR

2.  That a familial relationship exists between

\_\_\_\_\_,

an  owner  employee of the Bidder who is the \_\_\_\_\_ relationship

of \_\_\_\_\_, who is  a member of the Board,  the Superintendent.

Deponent \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Acting in: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**IRAN BUSINESS RELATIONSHIP  
AFFIDAVIT**

Effective April 1, 2013, all bids, proposals, and/or qualification statements received in the State of Michigan must comply with the "Iran Economic Sanctions Act". The following certification is to be signed and included at time of submittal.

**Certification**

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business" as the term is defined in the Act.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_

## Criminal Background Affidavit

The undersigned, the owner or authorized officer of the below-named Firm, pursuant to the criminal background compliance certification requirements of Grand Rapids Public Schools (the "School District") hereby represents and warrants that the Firm has performed and/or will perform sufficient criminal background checks, including at a minimum, an Internet Criminal History Tool ("ICHAT") check, for all of its owners, employees, agents, representatives, contractors and/or other personnel who will be on any School District premises to carry out the services contemplated by the Contract Documents. The Firm further hereby certifies that no owner, employee, agent, representative, contractor and/or other personnel of the Firm will be on any School District premises if they are a registered criminal sexual offender under the Sex Offenders Registration Act, Public Act 295 of 1994, or have been convicted of "Listed Offense" as defined under Section 722 of the Sex Offenders Registration Act, MCL 28.722.

The Firm further acknowledges that if it is found to have submitted a false certification or otherwise fails to comply with the requirements of this certification, the School District may immediately terminate the Contract.

FIRM:

\_\_\_\_\_ Name of FIRM

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
 Notary Public  
 \_\_\_\_\_ County \_\_\_\_\_,  
 My Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_

**NON-COLLUSIVE AFFIDAVIT**

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being duly sworn, deposes and says that:

- 1. The proposal has been arrived at by the consultant independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the request for proposals, designed to limit independent bidding or competition; and,
- 2. The contents of the proposal have not been communicated by the consultant or its employees or agents to any person not an employee or agent of the consultant or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.

\_\_\_\_\_  
Signature of Consultant

STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County \_\_\_\_\_,  
My Commission Expires: \_\_\_\_\_  
Acting in the County of: \_\_\_\_\_

## DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

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Exceptions will not necessarily result in denial or award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

**Notes:** *Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this document on the signature portion thereof shall also constitute signature of this Certification.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

## **GRPS Policy 3670 – Local Construction Contracting**

The District provides a preference (bid discount) in construction contracts from local vendors, providing the quality and service are commensurate with the requirements set forth by the District as to satisfy the demands of the bid or proposal. Bids, or proposals when bids are not required, shall be accepted from non-local vendors in order to maintain a fair market price.

In determining the qualification for a Local Purchasing Preference for purposes of this policy, vendors must have obtained the Certification of a Michigan Based Business as determined by the Michigan Department of Technology, Management and Budget as well as meet one of the following criteria:

- a. For at least the last six months had its primary business operations located within the municipality boundaries of the City of Grand Rapids, Michigan (Grand Rapids).
- b. Be certified by the City of Grand Rapids, as a Micro-Local Business Enterprise and have its primary business operations within the municipality boundaries of the City of Grand Rapids.

A successful recipient of a contract and/or purchase order which has received a Local Purchasing Preference may be required to present proof of its status as a Michigan Based Business and documentation of its location within the City of Grand Rapids at any time upon request from an authorized District official. Failure to provide the requested information or failure to maintain business operations with the city of Grand Rapids for the duration of the contract will make the contract voidable at the District's discretion, and will result in disqualification from future consideration of a Local Purchasing Preference for a period of five years unless excused by the Superintendent or Designee.

Preference will be provided on the following basis:

- a. **Constructor Participation:** Grand Rapids Public Schools will provide up to a 5% bid discount to prime contractors and/or construction managers who satisfy the criteria set forth for consideration as a Local Vendor.
- b. **Subcontractor Participation:** Construction bids for non-local vendors may be discounted when a bidder on a Grand Rapids Public Schools' project voluntarily subcontracts with businesses meeting Local Vendor Criteria. Prime contractors and/or construction managers must submit affidavit(s) verifying Local Vendor subcontractor participation.

Prime contractors and/or construction managers must require Local Vendor certification documentation to be submitted by each subcontract bidder with their sealed bid. The District at its discretion can request additional documentation for verification of the qualification of any Local Vendor subcontractor participating in a construction project. The following is a schedule of discounted percentages based upon Local Vendor subcontractor participation achieved by the prime Contractor:

	<u>LV Subcontractor Participation</u>	<u>Discount Percentage</u>
i.	1.00% – 2.5%	1.0%
ii.	2.51% – 5.0%	1.5%
iii.	5.01% – 7.5%	2.0%
iv.	7.51% – 10.0%	2.5%
v.	10.01% – 15.0%	3.0%
vi.	15.01% – 18.0%	4.0%
vii.	18.01% +	5.0%

- c. Prime contractors and/or construction managers may not terminate an approved Local Vendor subcontractor working on a Grand Rapids Public Schools construction project, and then perform the work on the terminated subcontract with its own forces or those of another subcontractor, without prior written consent by the Grand Rapids Public Schools Executive Director of Facilities Planning and Management. If a Local Vendor subcontractor fails to complete its work on the contract for any reason, a prime Constructor/construction manager must notify the Grand Rapids Public Schools Executive Director of Facilities Planning and Management and make good faith efforts to find another approved Local Vendor subcontractor to substitute for the original Local Vendor subcontractor. Utilizing good faith efforts, and to the extent reasonable, the prime Constructor/construction manager shall substitute an approved Local Vendor subcontractor to perform the same amount of work under the contract as the Local Vendor subcontractor that was terminated.
- d. Joint Venture Bidding: As an incentive to contractors engaging in activities that stimulate the growth and development of local, small emerging businesses as partners bidding as a joint venture, Grand Rapids Public School will apply up to a 5% bid discount for partnering with a qualified Local Vendor.
- e. The Bid Discounts outlined above may not exceed 5% or \$25,000 per bid, whichever is lower. Project bids from prime contractors and/or construction managers are considered a single bid for purposes of the Bid Discount consideration.

Grand Rapids Public Schools, Board of Education Members and employees are prohibited from having any financial interest or personal beneficial interest either directly or indirectly, in the award of any construction contracts, sub-contracts, or the recommendation/selection of any professional design service or construction manager, unless previously disclosed in writing to the Superintendent and approved in writing by the Superintendent.

This policy shall not apply to the extent that it would conflict with any provision of Michigan or federal law, regulation or constitution. The local preference shall not be applied to purchases of goods and services made with federal funds.

Policy Adopted: March 19, 2012

LEGAL Ref: MCL 380.1267; 380.1274

POLICY Ref: 3660 Bids and Quotation Requirements

3690 Local Purchasing

1900 Contracts and Board Member Disclosure Obligations



# 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 » (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  
New Aberdeen Elementary School located at 928 Aberdeen Street NE, Grand Rapids, Michigan, in accordance with 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)

Wightman & Associates, Inc.  
2303 Pipestone Road  
Benton Harbor, Michigan 49002  
(269) 927-0100

**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.



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## 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](#)

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.

-  
**WIGHTMAN & ASSOCIATES, INC.**

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

« George Kacan, Regional Director »« »  
*(Printed name and title)*

