

Guaranteed Maximum Price Amendment

This Amendment dated the

10th day of May

in the year

, is incorporated into the accompanying AIA Document

A133TM—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 29th day of June in the year Two Thousand Twenty-One (the "Agreement")

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

for the following **PROJECT**:

(Name and location or address)

Kitchen Cooler Addition & Remodeling at Westside Elementary

5400 Applegate Drive Spring Hill, FL 34606

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.

THE OWNER:

(Name, legal status, and address)
Hernando County School District
8016 Mobley Road
Brooksville, FL 34601

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)
LEGO Construction Co.
1011 Sunnybrook Road, Suite 905
Miami, FL 33136

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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.



§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed

Four Hundred Thirty-Six Thousand Three Hundred Ninety-Two and 89/100 Dollars

(\$ 436,392.89), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement 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.

(Provide itemized statement below or reference an attachment.)

See attached Exhibit 'A.1' - Guaranteed Maximum Price Proposal, dated 4-20-2022

- § 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:

Item Price N/A

§ 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.)

ttem Price Conditions for Acceptance N/A

§ 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.)

ttem Units and Limitations Price per Unit (\$0.00) N/A



	mencement of the Work shall be: ving boxes.)	TIAL COMPLETION		
The d	ate of execution of this Amendme	nt.		
	lished as follows: t a date or a means to determine t	the date of commencement o	of the Work.)	
	date of issuance of a Notice to Pr wing the execution of this Amen		nin seven (7)	calandar days
If a date of commencement this Amendment.	nent of the Work is not selected, th	nen the date of commencement	ent shall be the	he date of execution of
	e provided, the Contract Time is the s for Substantial Completion of the Work.			
shall achieve Substantia	pletion stments of the Contract Time as p cl Completion of the entire Work: wing boxes and complete the neces		cuments, the	Construction Manager
Not la the da	nter than nte of commencement of the Work		() calendar days from
By the	e following date: August 1, 2022			
are to be completed price	stments of the Contract Time as por to Substantial Completion of the of such portions by the following	e entire Work, the Construct		
Portion of Wor N/A	k	Sub	stantial Comp	pletion Date
	tion Manager fails to achieve Sub ny, shall be assessed as set forth it			ection A.2.3,
	TION UPON WHICH AMENDMENT Maximum Price and Contract Tinowing:		ent are based	on the Contract
§ A.3.1.1 The following S	Supplementary and other Conditions	s of the Contract:		
Document N/A	Title	Date	1	Pages

§ A.3.1.2 The following Specifications:



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

See attached Exhibit 'A.1' - Guaranteed Maximum Price Proposal, dated 4-20-2022

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Title

Date

Pages

§ A.3.1.3 The following Drawings:

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

See attached Exhibit 'A.1' - Guaranteed Maximum Price Proposal, dated 4-20-2022

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 N/A **Date**

Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price: (*Identify each allowance*.)

Item

Price

See attached Exhibit 'A.1' for all allowances.



§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based: (Identify each assumption and clarification.)

See attached Exhibit 'A.1' - Guaranteed Maximum Price Proposal, dated 4-20-2022

§ 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.)

N/A

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:

(List name, discipline, address, and other information.)

As determined during the process set forth in Article 9 of the accompanying Agreement.

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

OWNER (Signature)

Gus Guadagnino, Board Chair

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Luis Garcia, President, CEO

(Printed name and title)



4-20-22