

# **AIA**® Document A133™ – 2019 Exhibit A

## **Guaranteed Maximum Price Amendment**

This Amendment dated the Twenty-eight day of March in the year Two-thousand twenty-three, 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 Fourteenth day of June in the year Two-thousand twenty-two (the “Agreement”)  
*(In words, indicate day, month, and year.)*

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

### for the following **PROJECT**:

*(Name and location or address)*

Fox Chapel Middle School HVAC Replacement  
9412 Fox Chapel Lane, Spring Hill, FL 34606

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)*

School District of Hernando County Florida  
8016 Mobley Rd.  
Brooksville, FL 34601

### **THE CONSTRUCTION MANAGER:**

*(Name, legal status, and address)*

The A.D. Morgan Corporation  
716 N. Renellie Drive  
Tampa, FL 33699

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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

Two-million Seven-hundred seventy three thousand Six-hundred forty-five dollars and seventy-eight cents (\$2,773,645.78 ), 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 GMP Proposal Dated February 28th, 2023

§ 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
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§ 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.)*

Item	Price	Conditions for Acceptance
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§ 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.)*

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



## 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 of this Amendment.

☒

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

### Upon issuance of a Notice to Proceed

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  
the date of commencement of the Work.

( ) calendar days from

☒

By the following date: September 30, 2023

§ 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

§ 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 the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AD Morgan	GMP Proposal	February 28, 2023	44
HCS D	Federal Terms & Conditions (Attached)	February 28, 2023	4

§ A.3.1.2 The following Specifications:

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

As listed in Item 21 of the GMP Amendment dated February 28, 2023

Section	Title	Date	Pages
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**§ A.3.1.3** The following Drawings:

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

As listed in Item 21 of the GMP Amendment dated February 28th, 2023

Number	Title	Date
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**§ 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
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Other identifying information:

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

(Identify each allowance.)

Item	Price
As listed in Item 1.c of GMP Amendment	\$134,500.00

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

The GMP amount shall include the Construction Manager's contingency and Owner's contingency, in the amounts defined in the GMP proposal. The GMP amount includes sales taxes and utilities during construction as more further defined in the GMP proposal. The Owner may elect to use the Owner's Direct Purchase program to exclude sales taxes on certain items and the savings will be credited to the owner. The Owner may elect to pay for utilities during construction upon mutual agreement with the Construction Manager.

§ 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.)

Per the GMP Proposal dated February 28, 2023

**This project is funded by a Federal ESSER 3 grant and all grant stipulations shall apply to this contract including compliance with the Davis-Bacon act. Construction Manager to submit all required reports and comply fully with the ESSER 3 grant requirements.**

#### 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.)

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

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

\_\_\_\_\_  
(Printed name and title)

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

\_\_\_\_\_  
(Printed name and title)