

 AIA® Document A133™ – 2019 Exhibit A
Guaranteed Maximum Price Amendment

This Amendment dated the 10th day of May in the year
Two Thousand Twenty-Two, 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 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 Eastside Elementary
27151 Roper Road Brooksville, FL 34602

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.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **Five Hundred Twenty-Seven Thousand Eight Hundred Twenty-Seven and 85/100 Dollars (\$ 527,827.85)**, 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.)

Item	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.)

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.)

The date of issuance of a Notice to Proceed, which shall be within seven (7) calendar days following the execution of this Amendment.

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: **August 1, 2022**

§ 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
N/A	

§ 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
N/A			

§ A.3.1.2 The following Specifications:

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(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

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.)

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

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
N/A		

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.	

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§ 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.)

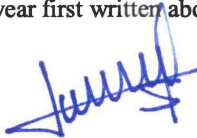
As determined during the process set forth in Article 9 of the accompanying Agreement.

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)

 4-20-22

CONSTRUCTION MANAGER (Signature)

Luis Garcia, President, CEO

(Printed name and title)

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