RAFT AIA Document A133 - 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the « » day of « » 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 « » day of « » in the year « » (the "Agreement") (In words, indicate day, month, and year.)

for the following **PROJECT**: (Name and address or location)

« » « »

THE OWNER:

(Name, legal status, and address)

« »« » « »

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

« »« » « »

TABLE OF ARTICLES

- A.1 **GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

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

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

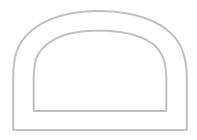
ADDITIONS AND DELETIONS:

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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§ A.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 XXXXX Exhibit attached hereto. »								
§ 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:								
ltem	Pric	ce						
§ 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. (<i>Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.</i>)								
ltem		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.)								
ltem		Units and Limitations	Price per Unit (\$0.00)					
§ A.2.1 The date	DATE OF COMMENCEMENT AND SUBSTAN of commencement of the Work shall be: <i>e following boxes.)</i> The date of execution of this Amendmer							
[« »]	Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)							
	« »							
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.								
	herwise provided, the Contract Time is the suments for Substantial Completion of the of the Work.							
§ A.2.3 Substantia § A.2.3.1 Subject	al Completion to adjustments of the Contract Time as pr	ovided in the Contract Docume	ents, the Construction Manager					

shall achieve Substantial Completion of the entire Work:

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

[\ll »] Not later than \ll » (\ll ») calendar days from the date of commencement of the Work.

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[**« »**] 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					
§ 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.									
			T IS BASED ime set forth in this Ar	nendment are ba	sed on the Contract				
§ A.3.1.1 The following Supplementary and other Conditions of the Contract:									
Docume	ent	Title	Date	Ра	ges				
§ A.3.1.2 The following Specifications: (Either list the Specifications here, or refer to an exhibit attached to this Amendment.)									
« »									
Section		Title	Date	Pa	ges				
§ A.3.1.3 The following Drawings: (Either list the Drawings here, or refer to an exhibit attached to this Amendment.)									
« »									
Number		-	Title	Date					
(If the Owner iden comprise the Susta Sustainability Plat implementation st roles and response testing or metrics	ainability Plan by t n identifies and des rategies selected to ibilities associated to verify achieveme	e Objective in the (itle, date and numb cribes the Sustaind achieve the Sustain with achieving the ent of each Sustain		de other identifyi geted Sustainable Iwner's and Cons ; the specific deta	ng information. The Measures;				
Title			Date	Pa	ges				
Other identifying	information:								
§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price: (Identify each allowance.)									
ltem			Price						
§ A.3.1.6 Assumpti	ions and clarification	ons, if any, upon w	hich the Guaranteed M	laximum Price is	based:				

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« »

§ 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.)

« »

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

« »« »

