DRAFT AIA Document A133 - 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the « » day of « » in the year « Two Thousand Twenty-Five», 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» day of « Month in the year « Two Thousand Twenty-Five» (the "Agreement") (In words, indicate day, month, and year.)

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

« Academic Building – Blinn-Waller/Harris County Campus» <mark>«29638 FM 2920 »</mark> «Waller, TX 77484 »

THE OWNER:

(Name, legal status, and address)

«Blinn College District» «902 College Ave.» «Brenham, TX 77833»

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

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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.

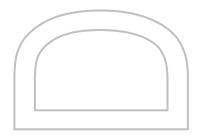
§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed « » (\$ «»), subject to additions and deductions by Change Order as provided in the Contract Documents.

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.1.1.2 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.)

« »					
§ A.1.1.3 The Co	onstruction Manager's Fee is set fort	h in Section 6.1.2 of the Agreemen	ıt.		
§ A.1.1.4 The me 6.1.3 of the Agree	ethod of adjustment of the Construct eement.	ion Manager's Fee for changes in	the Work is set forth in Section		
§ A.1.1.5 Alterna § A.1.1.5.1 Alter	tes nates, if any, included in the Guaran	teed Maximum Price:			
ltem		Price			
execution of this	ect to the conditions noted below, the Exhibit A. Upon acceptance, the O ch alternate and the conditions that	wner shall issue a Modification to	the Agreement.		
ltem		Price	Conditions for Acceptance		
	ces, if any: and state the unit price and quanti				
ltem		Units and Limitations	Price per Unit (\$0.00)		
§ A.2.1 The date	DATE OF COMMENCEMENT AND so of commencement of the Work shate following boxes.) The date of execution of this America	ll be:			
[« »]	Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)				
	«»				
If a date of comr this Amendment	nencement of the Work is not select	ed, then the date of commencemen	at shall be the date of execution of		
	therwise provided, the Contract Tim cuments for Substantial Completion of the Work.				
§ A.2.3 Substant § A.2.3.1 Subject	ial Completion t to adjustments of the Contract Tim	e as provided in the Contract Docu	ments, 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.

§ 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		antial Completion D	ate				
§ A.2.3.3 If the Construction Manag damages, if any, shall be assessed a	er fails to achieve Substa s set forth in Section 6.1	ntial Completion as 6 of the Agreemen	s provided in this Section A.2.3, liquidated it.				
	ON WHICH AMENDMENT Price and Contract Time		nendment are based on the Contract				
§ A.3.1.1 The following Supplementary and other Conditions of the Contract:							
Document	Title	Date	Pages				
§ A.3.1.2 The following Specifications: (Either list the Specifications here, or refer to an exhibit attached to this Amendment.)							
« »							
Section	Title	Date	Pages				
§ A.3.1.3 The following Drawings: (Either list the Drawings here, or refer to an exhibit attached to this Amendment.)							
« »							
Number	Title		Date				
§ A.3.1.4 The Sustainability Plan, if any: (<i>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.)</i>							
Title <mark>N/A</mark>		Date	Pages				
Other identifying information:							
§ A.3.1.5 Allowances, if any, include <i>(Identify each allowance.)</i>	led in the Guaranteed Ma	aximum Price:					
Item	Price						

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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.)*

« »

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)

«Mary Hensley, Ed.D., »«Chancellor of the Blinn College District/CEO »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

