

DRAFT AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This GMP Amendment No. _____, dated the « » day of « » in the year « », 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 « » day of « » in the year « » (the “Agreement”)
(In words, indicate day, month, and year.)

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

«[Battle Creek and Lower Tulalip Creek Hatcheries]»
« »

THE OWNER:
(Name, legal status, and address)

«The Tulalip Tribes of Washington
6406 Marine Dr. Tulalip, WA 98271 Toll Free 1-800-869-8287
»

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

«[insert]»

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

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

A.5 EXHIBITS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the A133, 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 for this Scope of Work is an amount that the Contract Sum shall not exceed. The Contract Sum for this Scope of Work consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 7 of the A133.

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.1.1.1 The Contract Sum for this Scope of Work is guaranteed by the Construction Manager not to exceed « » (\$ « »), 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 for this Scope of Work organized by trade categories, including Allowances; the Construction Manager's contingency; General Conditions; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the A133. Each Allowance is stated below as a single line item amount that covers the total cost to complete the scope of Work it describes, together with a description of that scope sufficiently detailed to show what the Allowance is for. The Construction Contingency is shown as a separate line outside the Fee Base, and Fee applies to amounts applied from it as Section 6.2.3 of the A133 provides. General Conditions staff under Section 7.1.5(a) of the A133 are shown as an estimate equal to the Exhibit F rates of the A133 multiplied by the estimated months and percentage of time in this Amendment, billed at those rates for the time actually charged. Major Equipment and facilities under Section 7.1.5(b) of the A133 are shown as an estimate equal to the Exhibit F rates of the A133 multiplied by the estimated quantities and months in this Amendment, billed at those rates for actual use. Small tools, consumable supplies, and personal protective equipment under Section 7.1.5(c) of the A133 are shown as a separate not-to-exceed line equal to the Exhibit F percentage of the A133 multiplied by the staff cost under Section 7.1.5(a), reimbursed at actual cost. Other General Conditions under Section 7.1.5(d) of the A133, including the Contractor yard where the Owner has decided it, are shown as the Construction Manager's itemized estimate, reimbursed at actual cost.
(Provide itemized statement below or reference an attachment.)

«See Exhibit M »

§ A.1.1.3 The Construction Manager's Fee for this Scope of Work is fixed at \$_____, equal to the Fee Percentage of ____% multiplied by the Fee Base of \$_____, as Section 6.1.2.2 of the A133 provides.

§ A.1.1.4 The Guaranteed Maximum Price for this Scope of Work includes a Construction Contingency of \$_____ (____ percent of the Cost of the Work, which shall not exceed five percent (5%) as Section 6.2.3 of the A133 provides). The Construction Contingency is outside the Fee Base, and Fee applies to amounts applied from it as Section 6.2.3 of the A133 provides.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price for this Scope of Work:

Item	Price

§ 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

§ 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)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of this Scope of Work shall be:

(Check one of the following boxes.)

[« »] The date of execution of this GMP Amendment

[« »] 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 for this Scope of Work shall be the date of execution of this GMP 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 in this GMP Amendment. The Contract Time for this Scope of Work 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:

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

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

[« »] By the following date: « »

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve the following interim milestones for this Scope of Work, which the Owner and the Construction Manager established under Section 6.1.6.2 of the A133, by the following dates:

Interim milestone	Milestone Date

§ A.2.3.3 Liquidated damages for failure to achieve a Milestone Date, including each interim milestone stated in Section A.2.3.2 and Substantial Completion, apply to each site (Battle Creek Hatchery and Lower Tulalip Creek Hatchery) independently, as provided in Section 6.1.6.2 of the A133 and are set forth below:

\$500 per calendar day for each site for each Milestone Date not achieved, until that milestone is achieved, up to a limit of \$7,000 for each interim milestone and \$10,000 for Substantial Completion, in each case for each site.

§ A.2.3.4 Liquidated damages for failure to achieve Final Completion apply to each site (Battle Creek Hatchery and Lower Tulalip Creek Hatchery) independently, as provided in Section 6.1.6.3 of the A133 and are set forth below:

\$200 per calendar day for each site until Final Completion of that site is achieved, up to a limit of \$5,000 for each site.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this GMP Amendment are based on the Contract Documents and the following:

§ A.3.1.1 Not Used

§ A.3.1.2 The following Specifications:

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

«See Exhibit K »

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.)

«See Exhibit K »

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	Date	Pages

Other identifying information:

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

(Identify each allowance.)

State each Allowance as a single amount that covers the total cost to complete the scope of Work it describes, together with a description of that scope sufficiently detailed to show what the Allowance is for, and the basis of its estimate. Each Allowance amount requires the Owner's written approval under Section 3.8.1 of the A201.

Item	Scope Description	Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

«See Exhibit O »

§ 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.)

« »

§ A.4.2 **[insert if applicable]** Pursuant to Section 7.6.1.1 of the A133, this Scope of Work and Guaranteed Maximum Price includes subcontractor-default insurance as set forth below:

(Identify scoping, costs, limitation, etc. consistent with Section 7.6.1.1 and identify the deductible)

« »

ARTICLE A.5 EXHIBITS

The below Exhibits are attached to this GMP Amendment and were intentionally not included AIA Document A133™–2019 at the time of execution. The parties agree that the A201-2017 and A133-2019 take precedence over these newly added Exhibits in accordance with A133-2019 Section 2.1.2. Any Amendments to the A133-2019 or A201-2017, or any Exhibits attached thereto, may only be made via Modification signed by both parties. Any Exhibits marked as “No

Change” mean that there are no changes in the Exhibits from those included in the AIA Document A133™–2019, which are still in full force and effect.

Exhibit B	Insurance and Bonds, No Change
Exhibit C	Form Notice to Proceed, No Change
Exhibit D	Preconstruction and Construction Labor/Trade/Salary Rates, No Change
Exhibit E	Preconstruction Team, No Change
Exhibit F	Fee Matrix: rates, quantities, and months for staff and Major Equipment for this Scope of Work; the not-to-exceed amount for small tools, consumable supplies, and personal protective equipment; and the itemized estimate of other General Conditions, as Section 7.1.5 of the A133 provides
Exhibit H	Owner Indemnified Parties, No Change
Exhibit I	Construction Manager’s Interim Mechanical and Final Lien/Claim Waiver, No Change
Exhibit J	Request for Qualifications and Proposals (select portions), No Change
Exhibits added by this GMP Amendment:	
Exhibit K	Drawings and Specifications
Exhibit L	Schedule
Exhibit M	GMP Summary, Schedule of Values
Exhibit N	List of Project Superintendent and Personnel
Exhibit O	Construction Manager Assumptions

This GMP 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)