DRAFT

AIA® Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

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

« »
« »

THE OWNER:
(Name, legal status and address)

« »« »
« »

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

« »« »
« »

ARTICLE A.1
§ A.1.1 Guaranteed Maximum Price
Pursuant to Section 2.2.6 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 this 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.

§ 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, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

« »

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

« »

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:

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™–2007, 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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(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price ($0.00)

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

CONSTRUCTION CONTINGENCY: A contingency will be included in the GMP proposal. The contingency is included to provide for items that could reasonably be inferred as being part of the scope but were not included in the scope of subcontractor bids. The contingency is not intended to be used to cover subcontractor bids that were under bid or not properly bid. The contingency is not intended to pay for items that are reasonably considered outside the scope of work, unless agreed to by the Owner and Construction Manager. The contingency is not intended to pay to correct work that was not properly completed. The Construction Manager shall provide the Owner and Construction Monitor with a Contingency usage report on a monthly basis in conjunction with the Construction Manager's application for payment. The Construction Manager will provide a deductive Change Order in the amount of the unused contingency at a time acceptable to the Owner and Construction Manager, but not later than the notification of Substantial Completion as described in the Agreement and this Amendment. The contingency will be identified in the GMP as a line item amount.

The Construction Manager expects to create savings through diligent buyout of Sub-contractor's Contract. This Buyout Savings will be monitored by the Construction Manager as various trades on contracted to perform work. At or near 50% completion of the Project, the Construction Manager and Owner will meet to review the status of the Buyout Savings and remaining work to be contracted. Based on this review and projection, the Construction Manager and Owner will determine if and how much of the available Buyout Savings can be moved into contingency.

If during the duration of the Project, the Owner and Construction Manager agree that the remaining contingency is in excess of what should reasonably be carried to complete the Project within the GMP, an agreed upon portion of the contingency can be removed from the GMP by Change Order and be made available to the Owner for other purposes.

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

« »

Section	Title	Date	Pages

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

« »

Number	Title	Date

§ A.1.1.9 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 Agreement.)

« »

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

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« »

OWNER *(Signature)*

« »« »

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

« »« »

(Printed name and title)

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