

DRAFT AIA® Document A133® - 2019

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the [REDACTED] day of [REDACTED] in the year 2023, 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 12th day of May in the year 2023 (the "Agreement").
(In words, indicate day, month, and year.)

for the following PROJECT:

New Riverside Barn Park, Phase II, located at 30 Red Barn Drive, Bluffton, South Carolina 29910.

THE OWNER:

(Name, legal status, and address)

Town of Bluffton, a South Carolina municipal corporation, located at 20 Bridge Street, Bluffton, South Carolina 29910.

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Nix Construction Company, Inc., located at 2 Corpus Christi, Suite 203, PO Box 7667, Hilton Head Island, South Carolina 29938.

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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 Ten Million, Nine Hundred and Three Thousand, Five Hundred and Seventy-Three dollars (\$ 10,903,573.00), 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.

See attachments N.R.B.P. Nix Final G-Max 09-27-23 and Project Recap Cost Sheet 09-27-23

§ 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: See attachments N.R.B.P. Nix Final G-Max 09-27-23 and Project Recap Cost Sheet 09-27-23

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.)

No later than November 1, 2023 with written Notice to Proceed

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 () calendar days from the date of commencement of the Work.

[] By the following date: November 31, 2025

§ 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 may seek reduction in retainage in accordance with Section 11.1.8.2 for the following portions of work:

Portion of Work:

Park, playground, restrooms, barn

§ 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

Town of Bluffton Special Conditions of the Contract
Solicitation 2023-42 with all addenda and Construction Manager's bid response
Pre-planning Scope of Services exhibit

§ A.3.1.2 The following Specifications:

all specification contained in Solicitation 2023-42

§ A.3.1.3 The following Drawings:

See attached N.R.B.P Nix Final G-Max 09-27-23 for a list of drawings and dates.

§ A.3.1.4 The Sustainability Plan, if any: NONE

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

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

See attached N.R.B.P Nix Final G-Max 09-27-23 for a list of assumptions and clarifications.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

Schedule Sorted 09-27-23

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:

Kompan, DuMor as per specifications

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Stephen Steese, Town Manager
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Joe Nix, President
(Printed name and title)