



# AIA® Document A133® – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the 23rd day of April in the year 2025, 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 23rd day of April in the year 2025 (the "Agreement")

*(In words, indicate day, month, and year.)*

for the following **PROJECT**:

*(Name and address or location)*

**Dodgeville Administrative Building**  
410 E Leffler St  
Dodgeville, WI 53533

**THE OWNER:**

*(Name, legal status, and address)*

City of Dodgeville  
100 E. Fountain St.  
Dodgeville, WI 53533

**THE CONSTRUCTION MANAGER:**

*(Name, legal status, and address)*

Daniels Construction Co., Inc  
919 Applegate Rd.  
Madison, WI 53713

### 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

### 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 Two million, eight-hundred and thirty-four thousand, two-hundred and thirty-five dollars (\$

### 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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

2,834,235.00 ), 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, 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 the Daniels General Contractors Overall Phase 1 + Phase 2 GMP Recap dated April 18, 2025, attached hereto and incorporated herein as Attachment A.

**§ 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:

Item	Price
N/A	

**§ 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
N/A		

**§ 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)
N/A		

**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.)*

03/24/2025

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.)*

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:13:10 ET on 04/29/2025 under Order No.2114602313 which expires on 02/03/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1282044726)



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

[ X ] By the following date: 08/29/2025

§ 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 shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Phase 1	5/23/2025
Phase 1 – Aluminum Windows and Storefront only	6/27/2025
Phase 2	8/29/2025

§ 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	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:

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

City of Dodgeville Administration Building Phase 1 Project Manual Issued for Construction February 20, 2025  
Addendum 1 issued March 3, 2025  
Addendum 2 issued March 6, 2025  
City of Dodgeville Administration Building Phase 2 Project Manual Issued for Construction March 28, 2025  
Addendum 1 issued April 7, 2025  
Addendum 2 issued April 8, 2025  
Addendum 3 issued April 9, 2025

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.)*

City of Dodgeville Administration Building Phase 1 Project Drawings Issued for Construction February 20, 2025  
Addendum 1 issued March 3, 2025  
Addendum 2 issued March 6, 2025  
City of Dodgeville Administration Building Phase 2 Project Drawings Issued for Construction March 28, 2025  
Addendum 1 issued April 7, 2025  
Addendum 2 issued April 8, 2025  
Addendum 3 issued April 9, 2025

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

Init.

*(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
N/A		

Other identifying information:

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

Item	Price
Budget / Tariff Contingency	\$73,841.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
*(Identify each assumption and clarification.)*

Lead times impacting Phase 1:  
 Hollow Metal Door Frames: 5 Weeks  
 Wood Doors: 6 Weeks  
 Aluminum Storefront: 6-8 weeks

§ 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.)*

Attachment A: Dodgeville Admin GMP Backup – Phase 1 + Phase 2  
 Ref: Page 5 Overall Bid Summary: Low contractors are listed per bid openings & reviews with the City of Dodgeville.  
 The listed contractors are to be awarded, waiving front end bid submission requirements as necessary.

#### 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: City of Dodgeville *(Signature)*

*(Row deleted)*

Barry Hottmann Mayor  
*(Printed name and title)*

*(Signature)*  
 CONSTRUCTION MANAGER: Daniels Construction Co., Inc. *(Signature)*

Sam Daniels President  
*(Printed name and title)*

Init.



# Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:13:10 ET on 04/29/2025.

## PAGE 1

This Amendment dated the 23rd day of April in the year 2025, 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 23rd day of April in the year 2025 (the "Agreement")

...

Dodgeville Administrative Building  
410 E Leffler St  
Dodgeville, WI 53533

...

City of Dodgeville  
100 E. Fountain St.  
Dodgeville, WI 53533

...

Daniels Construction Co., Inc  
919 Applegate Rd.  
Madison, WI 53713

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two million, eight-hundred and thirty-four thousand, two-hundred and thirty-five dollars (\$ 2,834,235.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

## PAGE 2

See the Daniels General Contractors Overall Phase 1 + Phase 2 GMP Recap dated April 18, 2025, attached hereto and incorporated herein as Attachment A.

...

N/A

...

N/A

...

N/A

...

☒ Established as follows:

...

03/24/2025

PAGE 3

☒ By the following date: 08/29/2025

...

<u>Phase 1</u>	<u>5/23/2025</u>
<u>Phase 1 – Aluminum Windows and Storefront only</u>	<u>6/27/2025</u>
<u>Phase 2</u>	<u>8/29/2025</u>

...

N/A

...

City of Dodgeville Administration Building Phase 1 Project Manual Issued for Construction February 20, 2025  
Addendum 1 issued March 3, 2025  
Addendum 2 issued March 6, 2025  
City of Dodgeville Administration Building Phase 2 Project Manual Issued for Construction March 28, 2025  
Addendum 1 issued April 7, 2025  
Addendum 2 issued April 8, 2025  
Addendum 3 issued April 9, 2025

...

City of Dodgeville Administration Building Phase 1 Project Drawings Issued for Construction February 20, 2025  
Addendum 1 issued March 3, 2025  
Addendum 2 issued March 6, 2025  
City of Dodgeville Administration Building Phase 2 Project Drawings Issued for Construction March 28, 2025  
Addendum 1 issued April 7, 2025  
Addendum 2 issued April 8, 2025  
Addendum 3 issued April 9, 2025

PAGE 4

N/A

...

<u>Budget / Tariff Contingency</u>	<u>\$73,841.00</u>
------------------------------------	--------------------

...

Lead times impacting Phase 1:  
Hollow Metal Door Frames: 5 Weeks  
Wood Doors: 6 Weeks

Aluminum Storefront: 6-8 weeks

...

Attachment A: Dodgeville Admin GMP Backup – Phase 1 + Phase 2

Ref: Page 5 Overall Bid Summary: Low contractors are listed per bid openings & reviews with the City of Dodgeville. The listed contractors are to be awarded, waiving front end bid submission requirements as necessary.

...

OWNER: City of Dodgeville (Signature)

OWNER (Signature)

Barry Hottmann Mayor

CONSTRUCTION MANAGER: Daniels Construction Co., Inc. (Signature)

CONSTRUCTION MANAGER (Signature)

Sam Daniels President

## **Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, Sam Daniels, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:13:10 ET on 04/29/2025 under Order No. 2114602313 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
(Signed)

PRESIDENT  
(Title)

4/29/25  
(Dated)