

DRAFT AIA® Document A133™ – 2019

Guaranteed Maximum Price Amendment

This Amendment dated the «31st » day of «March » in the year «2023 », is incorporated into the accompanying Contract for Construction Manager At Risk Services between Kaufman Lynn Construction, Inc. and the Town of Highland Beach dated the «29th » day of «March » in the year «2023 » (the “Agreement”), including the General Conditions and Special Conditions thereto.

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

for the following **PROJECT**:

(Name and address or location)

«Highland Beach Fire Station 6
«3612 S Ocean Blvd., Highland Beach, Florida 33487 »

THE OWNER:

(Name, legal status, and address)

«Town of Highland Beach, a Florida Municipal Corporation »« »
«3614 S Ocean Blvd., Highland Beach, Florida 33487 »

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

«Kaufman Lynn Construction, Inc. »« »
«3185 S. Congress Avenue, Delray Beach, FL 33445 »

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ARTICLE 1 GUARANTEED MAXIMUM PRICE

§ 1.1 Guaranteed Maximum Price

Pursuant to Section 6.1 of the Agreement, the Town and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Town and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed.

§ 1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed «Eight Million Five Hundred Ninety Three Thousand Five Hundred Seventy Dollars » (\$ «8,593,570 »), subject to additions and deductions by Change Order as provided in the Agreement.

§ 1.1.1.1 The Guaranteed Maximum Price includes, and this Amendment establishes, the amounts agreed upon by Town and Construction Manager for the following:

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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- .1 Construction Contingency: See stipulated amount set forth in Exhibit A.
- .2 Town Contingency: See stipulated amount set forth in Exhibit A.
- .3 Builder's Risk Insurance: One and Forty-Nine Hundredths of a percent (1.49%).

§ 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 attached Exhibit A »

§ 1.1.3 The Construction Manager's Fee is Nineteen and twenty-eight hundredths of a percent (19.28%) of the Cost of the Work.

§ 1.1.4 Pursuant to Section 8.1 of the Agreement, the stipulated rates for the "wages" of Construction Manager's personnel are as follows:

Senior VP - \$208.56
 Project Executive - \$158.61
 Project Manager - \$114.98
 Superintendent – \$140.87
 Assistant Project Manager – \$78.20
 Project Accountant – \$63.01

§ 1.1.4.1 Pursuant to GC 65.9 of the General Conditions to the Agreement and notwithstanding anything else in the Agreement to the Contrary, the Town and Construction Manager agree that the fixed percentage utilized as a markup for overhead and profit on Change Orders issued pursuant to the Agreement shall be the stipulated rate of six and one half percent (6.5%) (in lieu of a not-to-exceed rate as provided in GC 65.9).

§ 1.1.4.2 Pursuant to GC 27.9 of the General Conditions to the Agreement, Construction Manager and the Town agree that the stipulated daily rate of Construction Manager's general conditions costs shall be Three Thousand and Thirty-Three Dollars and 00 cents (\$3,033.00) per day ("Daily General Conditions Rate"). It is further agreed and acknowledged that the Daily General Conditions Rate covers only Construction Manager's general conditions costs permitted by the Agreement and does not include any additional markup for overhead and profit. Therefore, in the event Construction Manager is entitled to additional general conditions costs pursuant to the terms of the Agreement, the Town and Construction Manager Agree that Construction Manager shall be entitled to markup the Daily General Conditions Rate for its overhead and profit by the percentage set forth in Section 1.1.4.1 above. Said markup shall be the exclusive markup to the Daily General Conditions Rate, and notwithstanding anything else in the Agreement to the contrary, shall be the only markup rate utilized for calculating overhead and profit (which shall be in addition to the markup for liability insurance, bond costs and builder's risk insurance) for Change Orders granting additional general conditions compensation to Construction Manager.

§ 1.1.5 Alternates

§ 1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Not Applicable	

§ 1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Town following execution of this Amendment. Upon acceptance, the Town shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Town to accept the alternate.)

Item	Price	Conditions for Acceptance
Not Applicable		

§ 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)
Not Applicable		

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 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.)

As per section 2.1.2 for the Agreement, CM shall commence the Work five (5) days after the latest of the following: (a) full execution of the Guaranteed Maximum Price Amendment, (b) receipt of all permits necessary to commence the Work and continue without interruption, and (c) "Notice to Proceed" (NTP) from the Town. »

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.

§ 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.

§ 2.3 Substantial Completion

§ 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 «Three Hundred and Sixty Five» (« 365 ») calendar days from the date of commencement of the Work.

[☐] By the following date: « »

The date of occupancy of the Project by the Town shall be the date of Substantial Completion. Final Completion of the Work will be achieved within sixty (60) days of the date of Substantial Completion.

§ 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

§ 2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, then commencing on the eighth (8th) day after the date that Construction Manager was obligated to achieve Substantial Completion, liquidated damages, if any, shall be assessed as One Thousand Dollars and 00 cents (\$1,000) per day, for each day that the Construction Manager does not achieve Substantial Completion beyond the scheduled Substantial Completion Date. In no event shall Construction Manager's liability for liquidated damages exceed the aggregate amount of \$250,000.

ARTICLE 3 INFORMATION UPON WHICH AMENDMENT IS BASED

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

§ 3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Geotechnical Report	Geotechnical Engineering Study	November 17, 2022	22

§ 3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

« Project Specifications Permit/GMP Set, dated March 1, 2023 »

Section	Title	Date	Pages

§ 3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

«GMP / Permit Set dated March 1, 2023, see attached Exhibit B.
»

Number	Title	Date

§ 3.1.4 Reserved.

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

Item	Price
Bilateral Directional Amplifier (BDA) System (inclusive of conduit boxes)	\$50,000.00
Permits (per GC 15 of the General Conditions to the Agreement)	\$5,000.00

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

«See attached Exhibit C. »

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

« Equipment List, Dated January 5, 2023 »

§ 3.1.8 Pursuant to GC 31.5.1 of the General Conditions to the Agreement, the Construction Manager and the Town agree and acknowledge that the deductibles for the Builder's Risk policy provided for the Project shall be as follows:

.1	Flood	\$500,000.00
.2	Named Windstorm	\$500,000.00
.3	Interior Water Damage	\$100,000.00
.4	All Other Perils	\$ 25,000.00

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

TOWN OF HIGHLAND BEACH (Signature)

« »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

« »

(Printed name and title)