



AIA[®] Document A133[™] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the ___ day of _____ in the year Two Thousand Twenty-One, 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 Two Thousand Twenty-One (the "Agreement")
(In words, indicate day, month, and year.)

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

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

Western Heights LP
901 N. Broadway St.
Knoxville, TN 37917

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

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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 _____ and 00/100 Dollars (\$ _____), 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

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.

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.)

§ 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 |
|------|-------|
|------|-------|

§ A.1.1.5.2 Subject to the conditions noted below, if any, the following alternates may be accepted by the Owner following execution of this Exhibit A, and the Construction Manager shall provide the alternates for the prices listed. Upon acceptance, the Owner and Construction Manager shall execute 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) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

§ 3.4.3.3.1 The foregoing unit prices, if any, apply only if the Construction Manager performs additional Work under a Change Order. The unit prices are complete and include all: (1) materials, equipment, labor, fees, taxes, delivery, installation, overhead and profit; and (2) other costs and expenses incidental to performance of the Work to which the unit prices apply.

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.)

In no event shall the date of commencement be later than the date on which the Work actually commences. 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 and completion of the Milestones set forth in Section A.2.3.2. 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:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall also achieve completion of the following Milestones by the following Milestone Completion Dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
|-----------------|-----------------------------|

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion or timely completion of any Milestones as provided in this Section A.2.3, liquidated damages 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 |
|----------|-------|------|-------|
|----------|-------|------|-------|

§ A.3.1.1.1 If the Specifications contain Supplementary Conditions or other terms and conditions similar to those in this Contract, notwithstanding any statements in the Specifications to the contrary, they are intended to supplement this Contract, not to modify, change, delete from, contradict or supersede it. In the event of a conflict or discrepancy between the terms and conditions in this Contract and those in the Specifications, this Contract shall take precedence and control.

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

| 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.)

| 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
N/A

Date

Pages

Other identifying information:

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

Item

Price

§ 3.1.5.1 If the total cost of an allowance item, including materials, equipment, labor, fees, taxes, delivery, installation, overhead and profit, is less than the price stated for the item, the difference will be credited against the Guaranteed Maximum Price by Change Order. The Construction Manager may not exceed any allowance price without a Change Order.

§ 3.1.5.2 Any Contingency Allowance set forth in Section A.3.1.5 shall not be applied toward any Costs of the Work associated with the Project unless the Construction Manager has first submitted a written request to the Owner for such application and the Owner has approved such request by signing it and returning it to the Construction Manager. Any Contingency Allowance shall be used only for unknown and unforeseeable conditions not covered in the Contract Documents and shall not be used for increased Costs of the Work or costs to correct errors, omissions, mistakes or rejected work caused by any of the Contractor Parties. If the entire Contingency Allowance is not used during the Project, the remainder shall be credited to the Owner upon final completion in accordance with Section A.3.1.5.1.

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

§ 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.)

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

OWNER (Signature)

Western Heights LP

By:

Its:

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

By:

Its:

(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 15:23:02 CT on 10/15/2021.

PAGE 1

This Amendment dated the ___ day of _____ in the year ~~Two Thousand Twenty-One~~, 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 Two Thousand Twenty-One (the "Agreement")

...

Western Heights LP
901 N. Broadway St.
Knoxville, TN 37917

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (\$~~—~~), _____ and 00/100 Dollars (\$ _____), subject to additions and deductions by Change Order as provided in the Contract Documents.

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§ A.1.1.5.2 Subject to the conditions noted below, if any, the following alternates may be accepted by the Owner following execution of this Exhibit A. ~~Upon acceptance, the Owner shall issue A, and the Construction Manager shall provide the alternates for the prices listed. Upon acceptance, the Owner and Construction Manager shall execute a Modification to the Agreement.~~

...

§ 3.4.3.3.1 The foregoing unit prices, if any, apply only if the Construction Manager performs additional Work under a Change Order. The unit prices are complete and include all: (1) materials, equipment, labor, fees, taxes, delivery, installation, overhead and profit; and (2) other costs and expenses incidental to performance of the Work to which the unit prices apply.

...

In no event shall the date of commencement be later than the date on which the Work actually commences. 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~~ Work and completion of the Milestones set forth in Section A.2.3.2. The Contract Time shall be measured from the date of commencement of the Work.

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~~§ 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: the Construction Manager shall also achieve completion of the following Milestones by the following Milestone Completion Dates:~~

...

~~§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion or timely completion of any Milestones as provided in this Section A.2.3, liquidated damages, if any, damages shall be assessed as set forth in Section 6.1.6 of the Agreement.~~

...

~~§ A.3.1.1.1 If the Specifications contain Supplementary Conditions or other terms and conditions similar to those in this Contract, notwithstanding any statements in the Specifications to the contrary, they are intended to supplement this Contract, not to modify, change, delete from, contradict or supersede it. In the event of a conflict or discrepancy between the terms and conditions in this Contract and those in the Specifications, this Contract shall take precedence and control.~~

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N/A

...

~~§ 3.1.5.1 If the total cost of an allowance item, including materials, equipment, labor, fees, taxes, delivery, installation, overhead and profit, is less than the price stated for the item, the difference will be credited against the Guaranteed Maximum Price by Change Order. The Construction Manager may not exceed any allowance price without a Change Order.~~

~~§ 3.1.5.2 Any Contingency Allowance set forth in Section A.3.1.5 shall not be applied toward any Costs of the Work associated with the Project unless the Construction Manager has first submitted a written request to the Owner for such application and the Owner has approved such request by signing it and returning it to the Construction Manager. Any Contingency Allowance shall be used only for unknown and unforeseeable conditions not covered in the Contract Documents and shall not be used for increased Costs of the Work or costs to correct errors, omissions, mistakes or rejected work caused by any of the Contractor Parties. If the entire Contingency Allowance is not used during the Project, the remainder shall be credited to the Owner upon final completion in accordance with Section A.3.1.5.1.~~

...

Western Heights LP

By:

Its:

By:

Its:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, 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 15:23:02 CT on 10/15/2021 under Order No. 9673727060 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)