

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the [redacted] day of [redacted] in the year [redacted], 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 [redacted] day of [redacted] in the year [redacted] (the "Agreement")
(In words, indicate day, month, and year.)

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

Ice Arena
Outlot C Gleason Third Addition
Northfield, MN 55057

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

City of Northfield
801 Washington Street
Northfield, MN 55057

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

RJM Construction, LLC
830 Boone Avenue N.
Golden Valley, MN 55427

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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. The Guaranteed Maximum Price is not a line item Guaranteed Maximum Price. The Contractor may reallocate sums from one-line item of the itemized statement of the Guaranteed Maximum Price to another line item. This may be done without the execution

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.

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of a Change Order, if the Scope of Work is not changed as a result of or in connection with such reallocation.

§ 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, 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.)

RJM Estimate Summary dated XX/XX/XXXX is incorporated and attached.

§ 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 Contractor's Guaranteed Maximum Price contains a contingency of \$xxxx.xx to cover risks inherent in providing a Guaranteed Maximum Price for the Project. Contractor shall maintain a contingency within the Guaranteed Maximum Price to cover costs which are properly reimbursable as the Cost of the Work but are not the basis for a Change Order ("Contractor's Contingency"). The Contractor's Contingency shall not be used for changes in scope or for any item that would be the basis for an increase in the Cost of the Work. Savings from any line item for the Cost of the Work (calculated as the difference between the initial estimate for an individual line item and its actual cost) shall be allocated to the Contractor's Contingency; provided, however, that any amounts remaining in the Contractor's Contingency; after final completion of the Work shall remain with Owner. The Owner and the Contractor acknowledge that the cost estimating process is not exact, and the Contractor's Contingency is included to adjust the estimate for quantity and price estimate inaccuracies and other eventualities which have been taken into precise account in the establishment of the Cost of the Work. The Contractor shall regularly report to the Owner on the status and use of the Contingency with an accounting of (i) the current Contractor's Contingency amount; (ii) contributions to the Contractor's Contingency since the last Application of Payment; and (iii) deductions from the Contractor's Contingency since the last Application for Payment. Contractor reserves the right to draw on the Contractor's Contingency to cover unanticipated or increased costs of construction as it deems necessary for the completion of the Project. Costs properly reimbursable through the Contractor's Contingency include but shall not be limited to, the following:

- .1 additional costs incurred as a result of the buyout of any Subcontractor in excess of its estimated cost, excluding costs incurred in connection with any owner-mandated Subcontractor in excess of the estimated cost of the Subcontractor's portion of the Work, which shall be the responsibility of Owner;
- .2 costs associated with any default by a Subcontractor; provided however, that Contractor shall endeavor in good faith to recover any damages from Subcontractor arising out of such default. Recovery of damages shall be returned to the contingency;
- .3 costs related to changes in construction means and methods;
- .4 costs associated with accelerating or re-sequencing the Work as necessary to maintain the schedule for the Work through no fault of the Contractor or its subcontractors; and
- .5 any costs associated with price escalation in materials or labor rates through no fault of the Contractor its subcontractors.

§ A.1.1.6 **Alternates**

§ A.1.1.6.1 Alternates, if any, included in the Guaranteed Maximum Price:

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Item	Price
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§ A.1.1.6.2 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
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(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

§ A.1.1.7 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)
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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.)

The date of commencement shall be the later of either (1) the date established in the Owner’s written notice to proceed, or (2) the date the Contractor receives the building permit and completed working drawings and specifications.

§ 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:

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

Number	Title	Date
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§ 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	Date	Pages
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Other identifying information:

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

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

The Guaranteed Maximum Price has been arrived at on the basis of incomplete drawings and specifications. Both the Construction Manager and the Owner intend that the Architect’s refinements or developments leading to the final Contract drawings will be completely consistent with the design concept expressed in the enumerated drawings and specifications. In the event that the Construction Manager believes the Architect’s refinements or developments to be enumerated drawings will require additional time and expense to do the Work, it should promptly report the extent of the

increase in cost or time to the Owner, and the increase shall be handled by Change Order pursuant to relevant provisions of the Contract and an adjustment to the Guaranteed Maximum Price.

§ 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.)



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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.

CITY OF NORTHFIELD

OWNER *(Signature)*

Rhonda Pownell, Mayor
(Printed name and title)

OWNER *(Signature)*

Lynette Peterson, City Clerk
(Printed name and title)

RJM CONSTRUCTION, LLC

DocuSigned by:

Ted Beckman

7457525E7FAE414

CONSTRUCTION MANAGER *(Signature)*

Ted Beckman, President
(Printed name and title)

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 12:07:00 ET on 10/25/2024.

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Ice Arena
Outlot C Gleason Third Addition
Northfield, MN 55057

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City of Northfield
801 Washington Street
Northfield, MN 55057

...

RJM Construction, LLC
830 Boone Avenue N.
Golden Valley, MN 55427

...

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. The Guaranteed Maximum Price is not a line item Guaranteed Maximum Price. The Contractor may reallocate sums from one-line item of the itemized statement of the Guaranteed Maximum Price to another line item. This may be done without the execution of a Change Order, if the Scope of Work is not changed as a result of or in connection with such reallocation.

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RJM Estimate Summary dated XX/XX/XXXX is incorporated and attached.

...

§ A.1.1.5 Contractor's Guaranteed Maximum Price contains a contingency of \$xxxx.xx to cover risks inherent in providing a Guaranteed Maximum Price for the Project. Contractor shall maintain a contingency within the Guaranteed Maximum Price to cover costs which are properly reimbursable as the Cost of the Work but are not the basis for a Change Order ("Contractor's Contingency"). The Contractor's Contingency shall not be used for changes in scope or for any item that would be the basis for an increase in the Cost of the Work. Savings from any line item for the Cost of the Work (calculated as the difference between the initial estimate for an individual line item and its actual cost) shall be allocated to the Contractor's Contingency; provided, however, that any amounts remaining in the Contractor's Contingency; after final completion of the Work shall remain with Owner. The Owner and the Contractor acknowledge that the cost estimating process is not exact, and the Contractor's Contingency is included to adjust the estimate for quantity and price estimate inaccuracies and other eventualities which have been taken into precise

account in the establishment of the Cost of the Work. The Contractor shall regularly report to the Owner on the status and use of the Contingency with an accounting of (i) the current Contractor’s Contingency amount; (ii) contributions to the Contractor’s Contingency since the last Application of Payment; and (iii) deductions from the Contractor’s Contingency since the last Application for Payment. Contractor reserves the right to draw on the Contractor’s Contingency to cover unanticipated or increased costs of construction as it deems necessary for the completion of the Project. Costs properly reimbursable through the Contractor’s Contingency include but shall not be limited to, the following:

- .1 additional costs incurred as a result of the buyout of any Subcontractor in excess of its estimated cost, excluding costs incurred in connection with any owner-mandated Subcontractor in excess of the estimated cost of the Subcontractor’s portion of the Work, which shall be the responsibility of Owner;
- .2 costs associated with any default by a Subcontractor; provided however, that Contractor shall endeavor in good faith to recover any damages from Subcontractor arising out of such default. Recovery of damages shall be returned to the contingency;
- .3 costs related to changes in construction means and methods;
- .4 costs associated with accelerating or re-sequencing the Work as necessary to maintain the schedule for the Work through no fault of the Contractor or its subcontractors; and
- .5 any costs associated with price escalation in materials or labor rates through no fault of the Contractor its subcontractors.

§ A.1.1.6 Alternates

§ A.1.1.6.1 Alternates, if any, included in the Guaranteed Maximum Price:

<u>Item</u>	<u>Price</u>
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§ A.1.1.6.2 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.)*

<u>Item</u>	<u>Price</u>	<u>Conditions for Acceptance</u>
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§ A.1.1.5 Alternates

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

<u>Item</u>	<u>Price</u>
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§ 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.)*

<u>Item</u>	<u>Price</u>	<u>Conditions for Acceptance</u>
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§ A.1.1.6 A.1.1.7 Unit prices, if any:

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Established as follows:

...

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. The date of commencement shall be the later of either (1) the date established in the Owner's written notice to proceed, or (2) the date the Contractor receives the building permit and completed working drawings and specifications.

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The Guaranteed Maximum Price has been arrived at on the basis of incomplete drawings and specifications. Both the Construction Manager and the Owner intend that the Architect's refinements or developments leading to the final Contract drawings will be completely consistent with the design concept expressed in the enumerated drawings and specifications. In the event that the Construction Manager believes the Architect's refinements or developments to be enumerated drawings will require additional time and expense to do the Work, it should promptly report the extent of the increase in cost or time to the Owner, and the increase shall be handled by Change Order pursuant to relevant provisions of the Contract and an adjustment to the Guaranteed Maximum Price.

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CITY OF NORTHFIELD

RJM CONSTRUCTION, LLC

...

Rhonda Pownell, Mayor

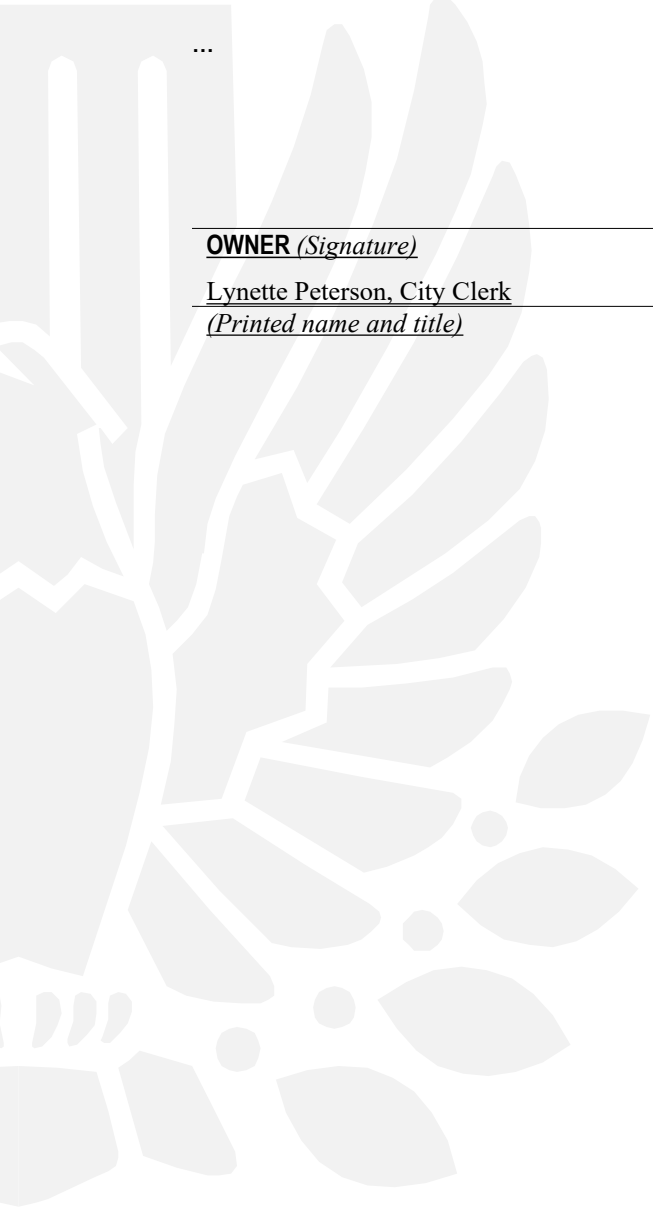
Ted Beckman, President

...

OWNER (Signature)

Lynette Peterson, City Clerk

(Printed name and title)



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 12:07:00 ET on 10/25/2024 under Order No. 4104244431 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)

(Title)

(Dated)