


AIA Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 21st day of April in the year Two Thousand Twenty-Two, 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 21st day of April in the year 2022 (the "Agreement")
(In words, indicate day, month, and year.)

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

City of Maple Grove – Ice Arena Painting
12951 Weaver Lane Road
Maple Grove, MN 55369

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

City of Maple Grove
12800 Arbor Lakes Parkway
Maple Grove, MN 55369

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 One Hundred Forty-Five Thousand Five Hundred Forty-One Dollars (\$145,541.00), 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.)

RJM Estimate Summary dated 4/14/22 is incorporated and attached as Exhibit 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 Contractor’s Guaranteed Maximum Price contains a contingency of \$30,000.00 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 on the status and use of the Owner 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 reasonably 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;
- .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; and
- .5 any costs associated with price escalation in materials or labor rates.

§ A.1.1.6 **Alternates**

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

Item	Price
Contract includes lower level lobby.	

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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
<i>(Table deleted)</i>		
<i>(Paragraphs deleted)</i>		
<i>(Table deleted)</i>		
<i>(Paragraphs deleted)</i>		

§ 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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§ A.1.1.8 POTENTIALLY TIME AND PRICE-IMPACTED MATERIAL.

§ A.1.1.8.1 As of the date of this Agreement, certain markets providing essential material to the Project are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of this Agreement that may impact price, availability and delivery time frames ("Potentially Time and Price-Impacted Material"). This Section provides for a fair allocation of the risk of such market conditions between the Owner and the Contractor and shall only apply to the Potentially Time and Price-Impacted Material(s).

§ A.1.1.8.2 BASELINE PRICE AND TIME. Owner and Contractor shall agree upon a method for establishing the market price as of the date of this Agreement ("Baseline Price") and the method for calculating an adjustment in the pricing for a Potentially Time and Price-Impacted Material.

§ A.1.1.8.2.1 Compensation for any Potentially Time and Price-Impacted Material shall not be duplicated in any contingency amounts established under the terms of the Agreement.

§ A.1.1.8.3 ADJUSTMENT IN BASELINE PRICE. If during the course of the Project a Potentially Time and Price-Impacted Material item experiences an increase or decrease in its Baseline Price, either Party may notify the other in writing within thirty (30) Days from the date the basis for an equitable adjustment to the Contract Price, pursuant to Article 6 of the Agreement, arises and shall provide appropriate documentation substantiating such adjustment. An adjustment in the pricing for a Potentially Time and Price-Impacted Material shall not include any amount for overhead and profit.

§ A.1.1.8.3.1 In the event of a decrease in a Baseline Price, the Contract Price shall be equitably adjusted to reflect such decrease, subject to Section A.1.1.8.3.3 of this Agreement, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline Price is given.

§ A.1.1.8.3.2 In the event of an increase in a Baseline Price, the Contract Price shall be equitably adjusted to reflect such increase, subject to Section A.1.1.8.3.3 of this Agreement, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline Price is given.

§ A.1.1.8.3.3 The Contract Price shall not be adjusted by more than ten percent (10%) of the original Contract Price for the aggregate of the increases or decreases in Baseline Prices for Potentially Time and Price-Impacted Materials.

§ A.1.1.8.3.4 No adjustment shall be made for any quantities of Potentially Time and Price-Impacted Materials scheduled for delivery under the terms of the Agreement prior to the date on which written notice of the adjustment in Baseline Price is given, unless the failure to deliver such quantities before that date is beyond the control of and without the fault of the Contractor, its Subcontractors and Material Suppliers.

Payment, if any, for an adjustment shall be made in accordance with the terms of the Agreement.

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A.1.1.8.4 TIME-IMPACT AND AVAILABILITY. If the Contractor is delayed at any time in the commencement or progress of the Work due to a delay in the delivery of, or unavailability of, a Potentially Time and Price- Impacted Material, beyond the control of and without the fault of the Contractor, its Subcontractors and Material Suppliers, the Contractor shall be entitled to an equitable extension of the Contract Time and an equitable adjustment of the Contract Price. The Owner and Contractor shall undertake reasonable steps to mitigate the effect of such delays.

A.1.1.8.4.5 Notwithstanding any other provision to the contrary, the Contractor shall not be liable to the Owner for any expenses, losses or damages arising from a delay in the delivery of a Potentially Time and Price-Impacted Material item not the fault of the Contractor, its Subcontractors and Material Suppliers.

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 5/23/22.

§ 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.)

By the following date: 6/12/22

§ 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.)

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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 vent 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.)

RJM Estimate Summary dated 4/14/2022 – Exhibit A

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.)

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

OWNER *(Signature)*

(Printed name and title)

DocuSigned by:
Brad Barickman
49CAE72615D1466

CONSTRUCTION MANAGER *(Signature)*
Brad Barickman, Vice President-Community

(Printed name and title)

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CONSTRUCTION

Exhibit A

April 14, 2022

Ben Jaszewski
Parks and Planning Superintendent
City of Maple Grove

Re: Maple Grove Ice Arena Painting

Dear Ben,

RJM Construction is pleased to present an estimate for the Ice Arena Painting project located in Maple Grove. Together with the City of Maple Grove, we can work as a team to deliver the project goals of cost, schedule and quality. .

Total Construction Estimate: \$140,449

ALTERNATES:

No. 1: Paint Downstairs Lobby **\$5,092**

CLARIFICATIONS:

- No. 1: This estimate assumes that all work will be done during regular business hours.
- No. 2: We do not include removing, storing or re-installing any systems furniture.
- No. 3: Phone, data, AV and security are all excluded.
- No. 4: Architectural and engineering fees are not included.
- No. 5: Our estimate does not include any SAC and WAC fees.

Thank you for the opportunity to provide this estimate. Our team is experienced and competent in your market; this applied knowledge will assist the team in obtaining the best possible project value. Please feel free to contact RJM if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Mellang', is written over a white background.

David Mellang
Service Manager

ESTIMATE SUMMARY



CONSTRUCTION

ESTIMATE DATE: April 14, 2022
PROJECT: Maple Grove Ice Arena Painting
ARCHITECT: TBD
DRAWING DATE: N/A

DESCRIPTION	Notes	Base Estimate	\$/sf 35,000
Construction Costs			
Demolition		\$0	\$0.00
Millwork		\$0	\$0.00
Thermal / Moisture Protection		\$0	\$0.00
Joint Sealants		\$0	\$0.00
Doors, Frames, Hardware		\$0	\$0.00
Glass & Glazing		\$0	\$0.00
Gypsum Drywall		\$0	\$0.00
Tile / Stone		\$0	\$0.00
Acoustical Ceilings		\$0	\$0.00
Carpet & Vinyl		\$0	\$0.00
Painting & Wallcovering		\$87,382	\$2.50
Painting Allowance		\$0	\$0.00
Wall and Door Protection		\$0	\$0.00
Fire Protection		\$0	\$0.00
Plumbing		\$0	\$0.00
HVAC		\$0	\$0.00
Electrical		\$0	\$0.00
Phone & Data		\$0	\$0.00
Audio & Visual		\$0	\$0.00
Fire Alarm		\$0	\$0.00
Daily/ Final Cleaning		\$1,214	\$0.03
General Conditions		\$10,263	\$0.29
General Requirements		\$1,858	\$0.05
Temp Walls/Barriers		\$0	\$0.00
General Liability Insurance		\$1,752	\$0.05
Builders Risk Insurance		\$398	\$0.01
Building Permit		\$0	\$0.00
Bonds/Sub Bonds		\$0	\$0.00
Subtotal Construction Costs		\$102,867	\$2.94
Construction Contingency		\$30,000	\$0.86
Contractors Fee		\$7,583	\$0.22
Total Construction Estimate		\$140,449	\$4.01