This Amendment dated the « » day of « » in the year **202\_**, 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 202\_ (the “Agreement”)

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

for the following PROJECT:

(Name and address or location)

«**Psychiatric Emergency Center**»

« »

**THE OWNER:**

(Name, legal status, and address)

**Tarrant County Hospital District d/b/a JPS Health Network**

1500 South Main Street

Fort Worth, Texas 76104

Attn: « »

Telephone: « »

Email: « »

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

« »« »

« »

THE PROJECT MANAGER:

(Name, legal status and address)

« »« »

« »

« »

TABLE OF ARTICLES

A.1 FINAL GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION, AND FINAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER’S KEY PERSONNEL

# ARTICLE A.1   FINAL GUARANTEED MAXIMUM PRICE

§ A.1.1 Final Guaranteed Maximum Price

Pursuant to Section 3.2of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish the Final Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Final 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 7 of the Agreement.

§ 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 Final Guaranteed Maximum Price**. Provided below is an itemized statement of the Final 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 Final Guaranteed Maximum Price as set forth in Section 3.2.2 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See **Attachment 1**.

§ 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 Final Guaranteed Maximum Price:

|  |  |
| --- | --- |
| Item | Price |
| See **Attachment 2**. |  |

§ 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 |
| « » | « » | « » |

§ 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) |
| See **Attachment 3**. |  |  |

**§ A.1.1.7 General Conditions Costs.** Pursuant to Sections 3.2.2.2, 3.2.2.9, and 7.1.4 of the Agreement, a breakdown of Construction Manager’s General Conditions Costs is provided in **Attachment 5** hereto.

**§ A.1.1.7.1 Labor Costs/Labor Burden.** Pursuant to Sections 3.2.2.9 and 7.1.4 of the Agreement, the Construction Manager’s Labor Burden Schedule is established in **Attachment 5.1** hereto.

**§ A.1.1.8 Equipment Rental Rates.** Pursuant to Section 3.2.2.10 of the Agreement, rental rates for Construction Manager-owned equipment are established in **Attachment 10** hereto.

**§ A.1.1.9 Work Package Authorizations.** Pursuant to Sections 3.2.2.11 and 3.3 of the Agreement, the list of Approved Work Package Authorizations included in the Final Guaranteed Maximum Price is established in **Attachment 11** hereto.

# ARTICLE A.2   DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION, AND FINAL 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.)

« »

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 Required Date of Substantial Completion. 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 « » ( « » ) 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 |
|  |  |

§ 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.

§ A.2.4 Final Completion. Pursuant to Section 3.4.2 of the Agreement and Sections 9.8.1.1 and 9.10 of the A201-2017, and subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Final Completion of the Work not later than sixty (60) Days following Substantial Completion of the Project.

**§ A.2.5 Project Schedule.** Pursuant to Sections 3.2.2.3 and 3.1.13.2 of the Agreement, and Section 3.10 of the A201-2017, the Project Schedule is established in **Attachment 7** hereto.

# ARTICLE A.3   INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Final 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.3.1.2 The following Specifications:

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

See **Attachment 9**.

§ A.3.1.3 The following Drawings:

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

See **Attachment 9**.

§ A.3.1.4The 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 |
| « » |  |  |

Other identifying information:

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

(Identify each allowance.)

|  |  |
| --- | --- |
| Item | Price |
| See **Attachment 6**. |  |

§ A.3.1.6 Assumptions, clarifications, and qualifications, if any, upon which the Final Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

See **Attachment 4**.

§ A.3.1.7 The Final 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 1: Final Guaranteed Maximum Price Breakdown**

**Attachment 2: Accepted Alternates**

**Attachment 3: Unit Prices**

**Attachment 4: Assumptions/Clarifications/Qualifications**

**Attachment 5: Construction Manager’s General Conditions Costs**

**Attachment 5.1: Construction Manager’s Labor Burden Schedule**

**Attachment 6: Allowances**

**Attachment 7: Project Schedule**

**Attachment 8: List of Key Personnel**

**Attachment 9: List of Drawings and Specifications**

**Attachment 10: Construction Manager-Owned Equipment Rental Rates**

**Attachment 11: Approved Work Package Authorizations in Final Guaranteed Maximum Price**

**Attachment 12: Construction Manager’s Quality Control Plan**

§ A.3.1.8 Quality Control Plan. Pursuant to Sections 3.2.2.12 and 3.1.12 of the Agreement, the Construction Manager’s final Quality Control Plan is attached hereto as **Attachment 12**.

# ARTICLE A.4   CONSTRUCTION MANAGER’S KEY PERSONNEL

§ A.4.1 Pursuant to Section 3.2.2.6 of the Agreement and Section 3.9 of the A201-2017, the Construction Manager’s key personnel are set forth in **Attachment 8** hereto.

*[Remainder of Page Intentionally Blank – Signature Page to Follow]*

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

|  |  |  |
| --- | --- | --- |
| **OWNER**:  **Tarrant County Hospital District D/B/A JPS Health Network** |  | **CONSTRUCTION MANAGER:**    [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] |
| (Signature) |  | (Signature) |
| «» « » |  | «» « » |
| (Printed name and title) |  | (Printed name and title) |