

DRAFT AIA® Document A133® – 2019

Exhibit A

Phased Guaranteed Maximum Price Amendment (GMP #02)

This GMP Amendment (GMP # 02) dated the « 12th » day of «June» in the year «2026», 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 «11th» day of «December» in the year «2025» (the “Agreement”)
(In words, indicate day, month, and year.)

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

Fire Station 16
«1710 Cedar Creek Road
Fayetteville, NC 28312

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

City of Fayetteville
433 Hay Street
Fayetteville, NC 28301

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

Barr & Barr, Inc., a New York Corporation
3109 Poplarwood Court, Suite 303
Raleigh, NC 27604

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS
- A.5 TERMS AND CONDITIONS

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 phased Guaranteed Maximum Price for all remaining Work required for the complete construction and final completion of the Project not previously authorized under GMP #01. GMP #02 includes all remaining vertical construction, building systems, finishes, equipment, testing, specialty system install and coordination, and associated labor, materials, services, supervision, permits, temporary facilities, general conditions, and subcontractor work necessary to achieve

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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

Substantial Completion and Final Completion of the Project in accordance with the Contract Documents. GMP #01 combined with GMP #02 shall establish the final GMP (the “Guaranteed Maximum Price”), which shall fully align with the Construction Budget set forth in Section A.1.3.2 below and the final Guaranteed Maximum Price established in GMP #02 shall reflect the full absorption of the Design Contingency into the Cost of Work and shall not exceed the Construction Budget regardless of how the Design Contingency was utilized during design development. This GMP #02 Amendment constitutes the Final GMP Amendment for the Project. The Guaranteed Maximum Price established by the combination of GMP #01 and this GMP #02 Amendment represents the complete and final Contract Sum for all Work required to achieve Substantial Completion and Final Completion of the Project. No further GMP Amendment shall be required or issued. 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. Failure to achieve the Guaranteed Maximum Price within the Construction Budget, absent Change Orders issued pursuant to the Contract Documents, shall be the responsibility of the Construction Manager.

§ A.1.1.1 The Contract Sum for GMP #02 is «Five Million One Hundred and Twenty Six Thousand Ninety Two Dollars and Thirty Nine Cents» (\$ «5,126,092.39»), which is 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 GMP #02 organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that will comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

«See Attachment 1, GMP #2 Submission, dated May 21, 2026 (“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 GMP #02:

Item	Price
N/A	

§ 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
N/A		

§ 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 1		

§ A.1.1.7 **GMP #02 Savings.** Any net savings from the procurement and performance of the Work under GMP #02 shall be transferred to the Contingency for use on the Project subject to the requirements of the Contract Documents.

§ A.1.1.8 **GMP #01 Overruns.** Any net overruns from the procurement and performance of the Work under GMP #01 (not subject to a Change Order) may be offset and reconciled in GMP #02 if such overruns do not cause the Guaranteed Maximum Price to exceed the Construction Budget, subject to modification by Change Orders.

§ A.1.2 Scope of GMP #02 Work

§ A.1.2.1 The Work included within GMP #02 consists of the scope as further described in Attachment 1 and the Construction Documents identified in Article A.3.

§ A.1.2.2 Design Document Basis. GMP #02 is based on the drawings and specifications identified in Article A.3 and Attachment 1 as of the date of issuance of those versions of the drawings and specifications. The Parties acknowledge that Construction Documents for GMP #02 were not complete as of the time that GMP #02 and Attachment 1 were developed..

§ A.1.3 Construction Budget

§ A.1.3.1 Intentionally omitted.

§ A.1.3.2 The Construction Manager acknowledges the total construction budget in the amount of Seven Million Eight Hundred Seventeen Thousand Eight Hundred Fifty-Four Dollars (**\$7,817,854**) (the "Construction Budget"), inclusive of the Design Contingency as defined in Section A.3.1.5 and the Construction Manager's Contingency under Section 3.2.4 of A133. The Construction Budget constitutes the Owner's maximum construction cost commitment for this Project. The absorption of Design Contingency into the Cost of Work upon completion of construction documents, as provided in Section A.3.1.5, shall not cause or justify any increase to the Construction Budget. The combined GMP #01 and GMP #02 shall not exceed the Construction Budget absent Change Orders issued pursuant to the Contract Documents.

§ A.1.3.3 The Construction Manager shall develop and submit the GMP #02 proposal with full awareness of the Construction Budget. The Owner shall have no obligation to execute a Final GMP Amendment that, together with the GMP #01, would cause the Guaranteed Maximum Price to exceed the Construction Budget unless the Owner has obtained additional funding authorization or executed Change Orders to increase the Construction Budget. The Construction Manager is not entitled to a Change Order or additional compensation solely because the Construction Budget constrains the GMP #02 scope or price.

§ A.1.3.4 Nothing in this Section A.1.3 limits the Construction Manager's GMP guarantee under Section 6.2 of the Agreement or expands the categories of costs for which the Owner is responsible. The Construction Budget is a ceiling on the Owner's total Project construction cost commitment as of GMP #01, not a floor that guarantees the Construction Manager any particular level of work or compensation beyond what is established in the executed GMP Amendments.

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.)

Upon issuance of a Notice to Proceed.»

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 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.

[«X »] By the following date: «6/16/2027»

§ A.2.3.2 Project Completion Schedule for GMP #02. Within fifteen (15) calendar days of execution of this Amendment, the Construction Manager shall submit to the Owner and Architect a Project Schedule for all remaining Work through Substantial Completion and Final Completion. The Project Schedule is a coordination and planning document only. The Construction Manager shall update and reissue the schedule monthly. Notwithstanding the non-binding character of the schedule, the Construction Manager shall prosecute GMP #02 Work diligently and in a manner consistent with the schedule.

Liquidated damages under Section 6.1.6 of the Agreement shall not be assessed under this GMP #01 Amendment. No liquidated damages shall accrue based on any date associated with GMP #01 Work alone. Liquidated damages shall apply only to the Substantial Completion date established in the Final GMP Amendment (GMP #02), which governs the entire Project.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 GMP #02 and Contract Time (if any) 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
See Attachment 1			

§ A.3.1.2 The following Specifications:

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

The Specifications forming the basis of GMP #02 are as follows and shall be incorporated by reference into this Amendment:

Document	Title	Date	Pages
See Attachment 2			

§ A.3.1.3 The following Drawings:

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

The Drawings forming the basis of GMP #02 are as follows and shall be incorporated by reference into this Amendment:

Document	Title	Date	Pages
See Attachment 3			

§ 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
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in GMP #02:

(Identify each allowance.)

Item

Price

See Attachment 1

§ A.3.1.6 Assumptions and clarifications, if any, upon which GMP #02 is based:
(Identify each assumption and clarification.)

«See Attachment 1.

The Parties agree that Project Sight is the designated project management platform for this Project.»

§ A.3.1.7 GMP #02 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.)

«.1 See Attachment 1

.2 The following constitutes a contingency item, not an Owner-controlled allowance, to cover unknown construction and construction management costs that arise during the design phase and before completion of the Construction Documents. The current cost estimate for GMP #02 provided by Construction Manager includes a Design Phase contingency in the amount of Zero Dollars (\$0), which is intended to address the pricing uncertainty arising from incomplete design and coordination as of the date of this Amendment (“Design Contingency”). The Design Contingency is a contingency held within the GMP and is separate from and independent of the Construction Manager’s Contingency established under Section 3.2.4 of the Agreement (the “Contingency”, “Construction Contingency”, “CM Contingency” or “Construction Manager’s Contingency”). The Design Contingency may be used for costs that arise during the design phase that could not have been reasonably known at the time of 75% Construction Documents, are within the scope of the Work, are allowable under the Cost of the Work, and do not constitute grounds for a Change Order under the Contract Documents.

The Design Contingency shall be progressively incorporated into the Cost of the Work and reduced as the design is advanced and construction documents are completed. Upon the Owner's and Architect's acceptance of 100% construction documents, the Design Contingency shall be fully eliminated (reduced to \$0) and its value shall be incorporated into and reconciled against the actual Cost of Work as reflected in the GMP #02 proposal.

At the time of GMP #02 submission, the Construction Manager shall provide the Owner with a written Design Contingency Reconciliation Report identifying: (a) the original Design Contingency amount; (b) each specific scope item or trade cost into which Design Contingency funds were absorbed and the amount absorbed; and (c) any remaining balance of the Design Contingency. The Owner's acceptance of GMP #02 shall be conditioned on receipt and reasonable approval of this Design Contingency Reconciliation Report.

The Construction Manager’s Contingency remains separate from the Design Contingency and is available to the Construction Manager at its sole discretion for execution risk items as provided in the Agreement. Design Contingency funds shall not be transferred to or commingled with the Construction Manager’s Contingency. Design Contingency will be utilized before the Construction Manager’s Contingency. Any unused Design Contingency, if any, remaining upon entering into the Final GMP Amendment (“Remaining Design Contingency”) will be returned to the Owner. For clarity, the Remaining Design Contingency will not be added to or rolled into the Construction Manager’s Contingency or be subject to the 50/50 Construction Manager’s Contingency allocation established in Section 3.2.4 of the Agreement. One Hundred Percent (100%) of any Remaining Design Contingency shall be credited to the Owner upon the parties entering into the Final GMP 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.)

«Subcontractors to perform the Work. »

ARTICLE A.5 TERMS AND CONDITIONS

The following terms and conditions are hereby added to this Amendment:

§ A.5.2 Final GMP Amendment Cooperation.

The parties agree that execution of the Final GMP Amendment is a shared priority essential to the Project. The Construction Manager shall submit its Final GMP proposal in accordance with the project schedule, which is dependent on completion of the Construction Documents. The Owner shall respond within ten (10) business days of receipt.

§ A.5.3 Aggregate Contingency Accounting and Final Reconciliation.

The Construction Manager's Contingency amounts established in GMP #01 and GMP #02 under Section 3.2.4 of the Agreement shall be treated as a single aggregate Construction Manager's Contingency pool for accounting and reporting purposes across the life of the Project ("Aggregate CM Contingency"). For the avoidance of doubt, the Design Contingency established in Section A.3.1.5 is not part of this Aggregate CM Contingency pool.

The Construction Manager shall maintain separate accounting for the Design Contingency and the Aggregate CM Contingency and shall provide the Owner with a monthly log for each, updated concurrently and submitted with each Application for Payment as a condition of the Owner's obligation to process that application. The monthly log shall identify for each draw: the date, the amount, the GMP package charged, the specific scope item or condition addressed, and whether the draw was charged to Design Contingency or CM Contingency. The Owner's right to review and approve each Application for Payment shall include the right to reasonable review and questioning pursuant to the Contract Documents any contingency draw reflected therein.

Design Contingency Disposition. As the design is advanced and construction documents are completed, the Design Contingency shall be progressively absorbed into and reconciled against the actual Cost of Work. Upon the Owner's and Architect's acceptance of 100% construction documents, the Design Contingency shall be fully eliminated (reduced to \$0) and its remaining value, if any, shall be incorporated into the Cost of Work as reflected in the GMP #02 proposal. The Design Contingency does not constitute savings under this Agreement, is not subject to the shared allocation provisions of Section 3.2.4 of the Agreement. The Construction Manager's obligation to provide the Design Contingency Reconciliation Report at GMP #02 submission as required by Section A.3.1.5 shall govern the accounting and transparency obligations associated with this disposition.

CM Contingency Disposition. At Final Completion, any unused balance remaining in the Aggregate CM Contingency shall be allocated in accordance with Section 3.2.4 of the Agreement. The Aggregate CM Contingency is the single combined pool of CM Contingency across both GMP #01 and GMP #02, and the allocation under Section 3.2.4 shall be applied to the aggregate unused balance at Final Completion and not calculated independently for each GMP package. The on-time completion condition in Section 3.2.4 shall be measured against the Substantial Completion date established in the Final GMP Amendment, consistent with Section A.5.4 of this Amendment.

§ A.5.4 Substantial Completion for purposes of this Amendment means the date certified by the Architect under the final GMP Amendment (GMP #02) for the entire Project, not the date of completion of any individual package or phase.

§ A.5.5. Intentionally omitted.

§ A.5.6 Intentionally omitted.

§ A.5.7 Buyout Confirmation. As a condition of Owner's obligation to execute GMP #02, the Construction Manager shall provide the Owner with a subcontractor buyout log certified by a principal of the Construction Manager, confirming competitive procurement or equivalent cost verification for all major trades. Any post-execution variances in subcontractor pricing, scope gaps, or buyout discrepancies shall be borne by the Construction Manager (subject to proper Contingency usage) and shall not result in additional cost to the Owner, absent Change Orders issued pursuant to the Contract Documents.

This GMP #02 Amendment to the Agreement entered into as of the day and year first written above.

Barr & Barr, Inc.

By: _____

Fred Hames, President

Date: _____

ATTEST:

CITY OF FAYETTEVILLE

By: _____

Jennifer L Ayre
City Clerk

Dr. Douglas J. Hewett, ICMA-CM,
City Manager

Date: _____

Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

ATTACHMENT 1 – GMP #2 SUBMISSION, DATED MAY 21, 2026

ATTACHED



ATTACHMENT 2 – 75% DRAWING INDEX, DATED MAY 5, 2026

ATTACHED



ATTACHMENT 3 – 75% SPECIFICATIONS INDEX, DATED MAY 5, 2026

ATTACHED

