

**GUARANTEED MAXIMUM PRICE AMENDMENT**

To: City of Friendswood  
910 South Friendswood Drive  
Friendswood, Texas 77546

From: Construction Manager At Risk  
[CMR NAME]  
[CMR ADDRESS]  
[CMR CITY, STATE & ZIP]

Project: [INSERT PROJECT NAME]  
Project No.: [INSERT PROJECT #]

**PART I: Guaranteed Maximum Price**

- 1.1 In accordance with Paragraph 8.2 of the Agreement, the City and the Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the City and the 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 defined in the Agreement.
- 1.2 The Contract Sum is guaranteed by the Construction Manager Not-To-Exceed [INSERT WRITTEN CONTRACT SUM] (\$[INSERT NUMBERED CONTRACT SUM]), subject to the additions and deductions by Change Order as provided in the Contract Documents.
- 1.3 Provided by attachment [ATTACHMENT # AND NAME] is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, Construction Manager’s Fee, and other items that comprise the Guaranteed Maximum Price.
- 1.4 Allowances included in the Guaranteed Maximum Price listed in attachment [ATTACHMENT # AND NAME], if any.
- 1.5 Assumptions on which the Guaranteed Maximum Price based is listed in attachment [ATTACHMENT # AND NAME].
- 1.6 Specifications on which the Guaranteed Maximum Price based is listed in attachment [ATTACHMENT # AND NAME].
- 1.7 Drawings on which the Guaranteed Maximum Price based is listed in attachment [ATTACHMENT # AND NAME].

- 1.8 Other Documents and information, including but not limited to addenda and clarifications, on which the Guaranteed Maximum Price based is listed in attachment [ATTACHMENT # AND NAME].

## **PART II: CONTRACT TIME**

- 2.1 If Guaranteed Maximum Price is accepted, Construction Manager shall achieve Date of Substantial Completion within [INSERT DAYS IN WORDS] ([INSERT # DAYS]) Calendar Days after the date of commencement of the Work as stipulated in Notice To Proceed, subject to adjustments of Contract Time as provided in the Contract.
- 2.2 It is also understood and agreed that the Work shall be completed in full within [INSERT DAYS IN WORDS] ([INSERT # DAYS]) [INSERT WORKING OR CALENDAR] Days after the date of commencement of the Work as stipulated in Notice To Proceed, subject to adjustments of Contract Time as provided in the Contract.

## **PART III: ACKNOWLEDGEMENT**

- 3.1 The Construction Manager acknowledges that the drawings and specifications will be subject to further development that is consistent with the Guaranteed Maximum Price Amendment, drawings, specifications, assumptions, and clarifications. The Construction Manager understands and agrees that if the Construction Manager and the City agree on the GMP, the Construction Manager shall be obligated to perform the Work in accordance with the Contract Documents thereafter approved by the City (regardless of whether approved by the Construction Manager) in return for payment by the City for an amount equal to the Actual Cost of the Work up to but not exceeding the Guaranteed Maximum Price. Therefore in determining the Guaranteed Maximum Price, the Construction Manager states they have taken into consideration such further development of the Design Submission Drawings, Specifications, Assumptions, and Clarifications and are not reasonably inferable therefrom.
- 3.2 Any reviews or discussions with the City, the Design Professional and the Construction Manager on the GMP Drawings, Specifications, Assumptions, and Clarifications, or failure to comment or advise the City and the Design Professional of errors or omissions in the GMP Drawings, Specifications, Assumptions, and Clarifications by the City of the Design Professional shall not be a basis for the Construction Manager to place any responsibility on the City or the Design Professional for any deficiency in the accuracy or completeness of the GMP Drawings, Specifications, Assumptions, and Clarifications in preparing this GMP Amendment and the Construction Manager shall have the responsibility to assure the GMP Drawings,

Specifications, Assumptions, and Clarifications are an accurate and complete statement of the Construction Manager's intent.

- 3.3 This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

#### **PART IV: SIGNATURES**

- 4.1 By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Total Bid Price. I furthermore state that I have reviewed all the Contract Documents, Drawings, and Project site and have performed a constructability review.
- 4.2 All pages in offers' bid proposal containing statements, letters, etc. shall be signed by a duly authorized officer of the company, whose signature is binding on this Guaranteed Maximum Price Amendment.

The undersigned offers and agrees to one (1) of the following:

- I hereby certify that I do not have outstanding debt with the City of Friendswood. Further, I agree to pay succeeding debts as they become due during this agreement.
- I hereby certify that I do have outstanding debts with the City of Friendswood and agree to pay said debts prior to execution of this agreement.
- I hereby certify that I do have outstanding debts with the City of Friendswood and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

**EXECUTED IN** on behalf of the Construction Manager by [INSERT CONSTRUCTION MANAGER REPRESENTATIVE] its [INSERT THEIR TITLE] shown below, and on behalf of the City by [INSERT CITY REPRESENTATIVE NAME], its [INSERT THEIR TITLE], thereto duly authorized this [INSERT DAY] day of [INSERT MONTH], [INSERT YEAR].

**ACCEPTED:**

CITY:

CITY OF FRIENDSWOOD, TEXAS

**PROPOSED AND AGREED TO:**

CONSTRUCTION MANAGER:

[INSERT CMAR FIRM]

\_\_\_\_\_  
[INSERT TITLE]

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
[INSERT TITLE]

DATE: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
(OFFICER OR CITY SECRETARY)

**ATTEST:**

\_\_\_\_\_  
(OFFICER OR SECRETARY)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CITY ATTORNEY

**END OF DOCUMENT**