

# **Additions and Deletions Report for** **AIA<sup>®</sup> Document A133<sup>™</sup> – 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 17:24:01 ET on 11/05/2021.

## **PAGE 1**

This Amendment dated the 5<sup>th</sup> day of November in the year 2021, is incorporated into the accompanying AIA Document ~~A133<sup>™</sup>–2019~~, ~~A133<sup>™</sup>–2009~~, 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 5<sup>th</sup> day of December in the year 2019 (the "Agreement")

...

City of Meridian  
Discovery Park Phase II  
2121 E. Lake Hazel Road  
Meridian, Idaho 83642

...

City of Meridian  
33 East Broadway Avenue  
Meridian, Idaho 83642

...

Kreizenbeck, LLC dba Kreizenbeck Constructors  
11724 West Executive Drive

## **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~~Boise, Idaho 83713**

## **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.~~

~~§ 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.)*

~~§ 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 Guaranteed Maximum Price:

**ARTICLE A.1**

**Item**

**Price**

~~§ 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, A.1.1 Guaranteed Maximum Price**

Pursuant to Section 2.2.6 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 this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Twelve Million Five Hundred Ninety-One Thousand Six Hundred Two dollars and no cents (\$ 12,591,602.00. ), 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, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

*(Provide below or reference an attachment.)*

See attachment #1 to Exhibit A - GMP Amendment.

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)*

None

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.) allowance and state exclusions, if any, from the allowance price.)*

Item Units and Limitations Price per Unit (\$0.00)

Item Price (\$0.00)
None

PAGE 2

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Attachment #2 to Exhibit A – GMP Amendment

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

See Attachment #3 to Exhibit A – GMP Amendment

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications: (Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

See Attachment #3 to Exhibit A – GMP Amendment

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings: (Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

See Attachment #3 to Exhibit A – GMP Amendment

§ A.1.1.9 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 Agreement.)

None

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

See Attachment #4 to Exhibit A – GMP Amendment

OWNER(Signature)

CONSTRUCTION MANAGER(Signature)

Michael J. Berard, Manager

(Printed name and title)

(Printed name and title)

PAGE 3

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.)

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.~~

~~\_\_\_\_\_ [ ] 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.~~

~~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 |
|----------|-------|------|-------|
|----------|-------|------|-------|

~~§ 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 |
|---------|-------|------|-------|
|---------|-------|------|-------|

~~§ A.3.1.3 The following Drawings:~~

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

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

~~§ 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**

Other identifying information:

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

**Item**

**Price**

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

~~§ 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.)~~

~~**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.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

**Certification of Document's Authenticity**  
AIA® Document D401™ – 2003

I, Steffany Johnson, 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 17:24:01 ET on 11/05/2021 under Order No. 9043950261 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
(Signed)

Administrative Assistant  
(Title)

November 5, 2021  
(Dated)