



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 08 day of October in the year 2024, 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 12 day of April in the year 2024 (the "Agreement")
(In words, indicate day, month, and year.)

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

Meridian Police Department – Re-roof & RTU Replacement
1401 E. Watertower Street
Meridian, Idaho 83642

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

City Of Meridian
33 East Broadway Avenue
Meridian, Idaho 83642

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

Kreizenbeck, LLC dba Kreizenbeck Constructors
213 E. 38th Street
Garden City, Idaho 83714

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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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.

Init.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Eight Hundred Thirty-Five Thousand One Hundred Seventy-One Dollars (\$ 835,171.00), 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.)

See Attachment #1 to Exhibit A – GMP Amendment, which is incorporated herein by reference.

§ 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:

Item	Price
None	

§ 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
None		

§ 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)
None		

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.)

- [X] 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: June 3, 2025 See Attachment #4 to Exhibit A – GMP

Amendment, which is incorporated herein by reference.

§ 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

None

§ 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:

(Table deleted)

§ A.3.1.2 The following Specifications:

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

See Attachment #3 to Exhibit A – GMP Amendment, which is incorporated herein by reference.

(Table deleted)

§ A.3.1.3 The following Drawings:

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

See Attachment #3 to Exhibit A – GMP Amendment, which is incorporated herein by reference.

(Table deleted)

(Paragraphs deleted)

§

(Paragraph deleted)

(Table deleted)

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

(Identify each allowance.)

Item

Price

None

(\$0.00)

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

(Identify each assumption and clarification.)

See Attachment #2 to Exhibit A – GMP Amendment, which is incorporated herein by reference.

§ 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.)

See Attachment #2 to Exhibit A – GMP Amendment, which is incorporated herein by reference.

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.)

None

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

OWNER (Signature)
Keith Watts, CPPB/Procurement Manager
(Printed name and title)


CONSTRUCTION MANAGER (Signature)
Michael Berard, Manager
(Printed name and title)



**Kreizenbeck
Constructors**

ATTACHMENT #1 TO EXHIBIT A – GMP AMENDMENT

ITEMIZED GMP BREAKDOWN

CITY OF MERIDIAN

**Meridian Police Station
Re-roof and RTU Replacement Project**

**1401 E. Watertower Street
Meridian, Idaho 83642**



**Kreizenbeck
Constructors**

Meridian Police Station
Re-roof & RTU Replacement Project
Attachment #1 to GMP Exhibit A
Itemized GMP Breakdown
October 8, 2024

BP#	Scope	Apparent Low
01	Roofing	\$ 275,800.00
02	Plumbing	\$ 46,952.00
03	HVAC	\$ 279,785.00
04	Electrical	\$ 29,340.00
		\$ -
	Uncontracted Work - Yet to Buy (Not Inc with Subcontractor Bids)	\$ 2,732.00
TRADE WORK - SUBTOTAL		\$ 634,609.00
Permits & Fees (All)		By Owner
Testing & Special Inspections		By Owner
Commissioning		By Owner
Builder's Risk Insurance		By Owner
General Conditions		\$ 99,504.00
Insurances (General & Professional Liability)		\$ 9,954.00
Kreizenbeck Constructors Payment and Performance Bonds		\$ 8,981.00
CM/GC Contingency		\$ 40,911.00
COST OF THE WORK - TOTAL		\$ 793,959.00
CM Fee - 5.25%		\$ 41,212.00
CONSTRUCTION BUDGET (GMP) - TOTAL		\$ 835,171.00



**Kreizenbeck
Constructors**

ATTACHMENT #2 TO EXHIBIT A – GMP AMENDMENT

CLARIFICATIONS / ASSUMPTIONS / EXCLUSIONS

CITY OF MERIDIAN

**Meridian Police Station
Re-roof and RTU Replacement Project**

**1401 E. Watertower Street
Meridian, Idaho 83642**

www.kreizenbeck.com

213 E. 38TH STREET ■ GARDEN CITY, IDAHO 83714 ■ 208.336.9500
ICR No. RCE-764



Kreizenbeck Constructors

**ATTACHMENT #2 TO EXHIBIT A – GMP AMENDMENT
CLARIFICATIONS / ASSUMPTIONS / EXCLUSIONS
MERIDIAN POLICE DEPARTMENT – Re-roof and RTU Replacement Project
1401 E. WATERTOWER ST
MERIDIAN, IDAHO 83642**

Kreizenbeck Constructors has assumed the following clarifications, assumptions, and/or exclusions in the development of our GMP Proposal for the Meridian Police Station – Re-roof & RTU Replacement Project.

Clarifications / Assumptions / Exclusions:

- 1) The GMP and scope of work includes what is indicated on the contract documents. Any work required that is not specifically indicated on the contract documents is excluded from the GMP and will require a change order to complete the additional work.
- 2) We have included the new work as identified on the contract documents, but have not anticipated any work of any kind to the existing building, systems, or site which is not specifically called out.
- 3) Our proposal does not include repair or correction of existing or deficient conditions.
- 4) Usage of existing temporary utilities (electricity, water, etc.) is permitted and usage costs of utilities are at no charge to the Contractor.
- 5) We have not included any design or BIM modeling of any kind.
- 6) We have anticipated that all existing conditions will be compatible with the new roof membrane replacement and will be acceptable to the new roofing manufacturer's requirements as necessary to obtain the specified warranty. Any conditions that are determined to not comply will require to be corrected and will be added as a change order to our contract.
- 7) All existing parapet caps will be removed and reinstalled, without modification, typical except where new parapet caps are called out at the stairtowers.
- 8) We have assumed that all existing gas piping is in acceptable condition and can be reused.
- 9) We have not included any painting of any gas piping on the roof.
- 10) We have not included any work of any kind to modify, raise, or extend the existing roof curbs or existing spring isolation curbs.
- 11) We specifically exclude the 8" minimum curb height requirement as indicated on A6/A7.0.
- 12) We have anticipated that the existing RTU units and the new RTU units are the same size and will fit on the existing roof curbs and/or spring isolation curbs without any modification to the roof curbs, spring isolation curbs, or new RTU units.

- 13) We have not included any work to, or replacement of, the existing HVAC building control system other than disconnecting existing units and reconnecting the new units as specified. All control will work be completed by ClimaTech.
- 14) We have assumed that the roof top units will be removed and replaced as major sections of the roofing are replaced and the existing gas piping is modified. Temporary units for climate control of the existing building will not be provided. This shall be completed and coordinated with the typical roofing activities.
- 15) We exclude any work of any kind to the existing Fire Alarm System.
- 16) The following items have been specifically excluded from our GMP Proposal and are assumed to be by the Owner.
- All Plan Review Fees, Building Permit Fees, ACHD Fees, Impact Fees, and/or other Agency Fees as required
 - All utility fees (sewer, water, Idaho Power, Intermountain Gas, phone/internet/security, etc.)
 - Testing and Special Inspections of any kind
 - Commissioning
 - Geotechnical Report
 - Builder's Risk / Property Insurance is by Owner
 - A&E Fees
 - Design or Engineering of any kind
 - Delegated design submittals requiring professional engineering
 - Errors and Omissions of the Architect/Engineer
 - Abatement or removal of asbestos / hazardous materials of any kind (If encountered, they will be removed by the Owner)
 - Any/all issues of any kind related to unforeseen conditions, unsuitable soils, and/or unsuitable moisture conditions
 - All phone/data/tv/security cabling and/or equipment
 - Furnishings, Fixtures and Equipment of any kind
 - Owner's Contingency



**Kreizenbeck
Constructors**

ATTACHMENT #3 TO EXHIBIT A – GMP AMENDMENT

CONTRACT DOCUMENT SCHEDULE

CITY OF MERIDIAN

**Meridian Police Station
Re-roof and RTU Replacement Project**

**1401 E. Watertower Street
Meridian, Idaho 83642**

www.kreizenbeck.com

213 E. 38TH STREET ■ GARDEN CITY, IDAHO 83714 ■ 208.336.9500
ICR No. RCE-764



KC PROJECT NO. 24-085
October 1, 2024

<u>ELECTRICAL</u>	
E0.0	ELECTRICAL COVER SHEET
E2.0E	ROOF ELECTRICAL PLAN
E1.0	OVERALL ELECTRICAL PLANS



**Kreizenbeck
Constructors**

ATTACHMENT #4 TO EXHIBIT A – GMP AMENDMENT

MASTER PROJECT SCHEDULE

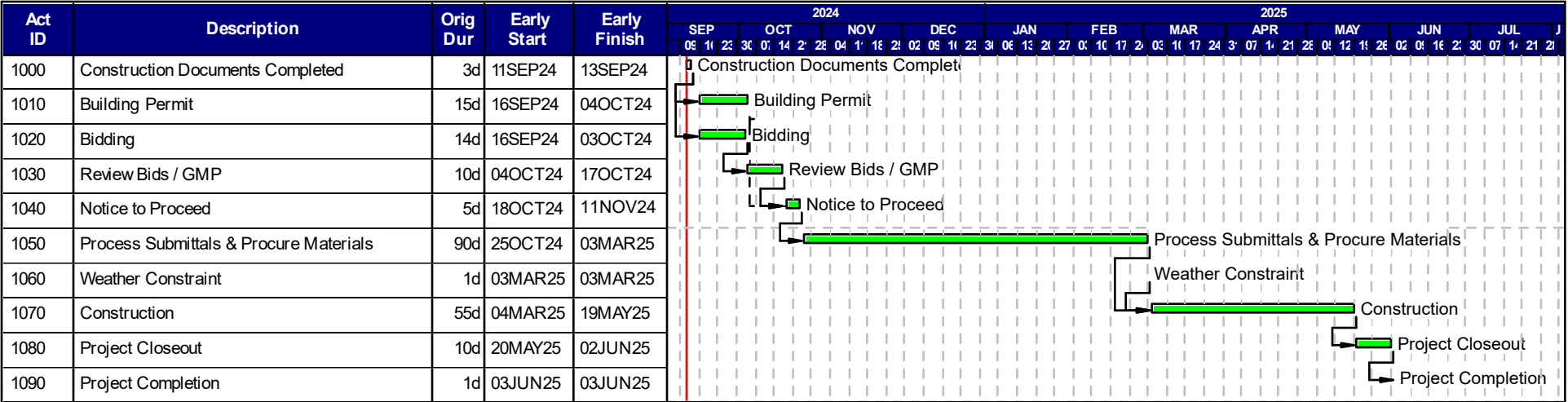
CITY OF MERIDIAN

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Kreizenbeck Constructors
MPD Re-Roof and RTU Replacement
Master Project Schedule
10/04/24

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point