

Additions and Deletions Report for

AIA® Document A133® – 2019

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 18:39:56 ET on 04/29/2024.

PAGE 1

AGREEMENT made as of the 12th day of April in the year 2024

...

City of Meridian
33 East Broadway Avenue
Meridian, ID 83642

...

Kreizenbeck LLC, dba Kreizenbeck Constructors
213 E. 38th Street
Garden City, ID 83714
Telephone: 208-336-9500

...

Meridian Police Station Reroof & RTU Replacement Project
1401 E. Watertower Street
Meridian, ID 83642

...

Lombard Conrad Architects
472 W. Washington Street
Boise, ID 83702
208-345-6677

PAGE 2

Preconstruction and Construction Phase CM/GC services for the Meridian Police Station Reroof and RTU Replacement Project

...

Existing Building

PAGE 3

T.B.D

...

Fall 2024

...

Spring 2025

...

T.B.D

...

T.B.D

...

None

...

None

...

T.B.D

...

Stacy Redman
33 East Broadway Avenue
Meridian, ID 83642
Telephone: 208-489-0374
Email: sredman@meridianscity.org

...

None
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.1 — **Geotechnical Engineer:**

.2 — **Civil Engineer:**

.3 — **Other, if any:**
(List any other consultants retained by the Owner, such as a Project or Program Manager.)
T.B.D

...

Lombard Conrad Architects
Project Manager - TBD
472 W. Washington Street
Boise, ID 83702
208-345-6677
Email: T.B.D

...

Mike Berard
213 E 38th ST
Garden City, ID 83714
Telephone: 208-336-9500
Mobile: 208-941-3199
Email: mberard@kreizenbeck.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

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§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

...

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234TM 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

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None
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(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

The lump sum Pre Construction Services fee shall be fixed at \$15,000.00

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

§ 5.1.2 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

Individual or Position	Rate
------------------------	------

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within (—) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

Zero % Interest rate shall be 0

...

5.25% of the Cost of the Work as defined in Article 7.

...

5.25% of the Cost of the Work as defined in Article 7.

...

Limitations of Subcontractors overhead and profit will be 15%

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100 %) of the standard rental rate paid at the place of the Project.

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None

...

None

...

** The final scope of work and the GMP will be determined at a future date as the scope is defined and the Construction Documents are completed.

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Project Manager, Project Engineer, and Project Coordinator

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§ 7.6.12 See Reimbursable Expense Matrix, Attachment A

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§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 5th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

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Retainage shall be 5%

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Zero % Interest rate shall be 0%

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(Check the appropriate box.)

☐ — Arbitration pursuant to Article 15 of AIA Document A201-2017

☒ — X Litigation in a court of competent jurisdiction

☐ — Other: *(Specify)*

~~If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.~~

jurisdictions

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There shall be no termination fee, but the Owner shall pay the Construction Manager in accordance with Article 14.4.3 of AIA Document A201-2017.

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§ 14.3.1.1 Commercial General Liability with policy limits of not less than — (\$ —) for each occurrence and — (\$ —) in the aggregate for bodily injury and property damage. The insurance limits for commercial General Liability, Automobile Liability, Workers' Compensation, and Professional Liability shall be as follows:

Type of insurance

Limit of liability _

Worker's Compensation:

- a) State: Idaho
- b) Applicable Federal
- c) Employer's Liability

Statutory

Statutory

\$100,000

Per Accident

	<u>\$500,000</u>	<u>Disease, Policy Limit</u>
	<u>\$100,000</u>	<u>Disease, Each Employee</u>
<u>Comprehensive or Commercial General Liability:</u>		
<u>a) Bodily Injury and Property Damage:</u>	<u>\$1,000,000</u>	<u>Each Occurrence</u>
	<u>\$2,000,000</u>	<u>Aggregate</u>
<u>b) Products and Completed Operations:</u>	<u>\$2,000,000</u>	<u>Aggregate</u>
<u>c) Property Damage Liability Insurance shall provide X, C, U Coverage (explosion, collapse, and underground damage)</u>		
<u>Personal Injury:</u>		
	<u>\$1,000,000</u>	<u>Occurrence</u>
	<u>\$2,000,000</u>	<u>Aggregate</u>
<u>Business Automobile Liability (including: owned, non-owned and hired vehicles):</u>		
<u>a) Combined Single Limit:</u>	<u>\$1,000,000</u>	<u>Each Accident</u>
<u>Professional Liability</u>	<u>\$1,000,000</u>	

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than —(\$ —) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than —(\$ —) each accident, —(\$ —) each employee, and —(\$ —) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than —(\$ —) per claim and —(\$ —) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

~~§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.~~

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~~§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™ 2019 Exhibit B, and elsewhere in the Contract Documents. 100% Payment and Performance Bonds, based on the value of the Guaranteed Maximum Price~~

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~~§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

~~(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

Other provisions:

§ 14.4.1 The hourly billing rates for services of the Construction Manager are as follows:

<u>Employee or Category</u>	<u>Rate</u>
<u>Project Manager</u>	<u>\$110.00 / Hour</u>
<u>Superintendent</u>	<u>\$88.00 / Hour</u>
<u>Project Engineer</u>	<u>\$98.75 / Hour</u>
<u>Project Coordinator</u>	<u>\$74.00 / Hour</u>
<u>Carpenter</u>	<u>\$68 / Hour</u>

...

§ 14.5 Other provisions:

§ 14.4.2 Note: No design work by Kreizenbeck Constructors of any kind is included or implied in this agreement.

§ 14.4.3 In the event of any controversy, claim, or action being filed or instituted between the parties to interpret or enforce the terms of this Agreement or arising from the breach of any provision hereof (whether in tort, contract, or otherwise), the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, court costs, expert witness fees and any other costs and expenses of such action and in any appeal there from.

§ 14.5 Certifications

§ 14.5.1 Pursuant to Idaho Code §§ 67-2359 and 67-2346, Contractor hereby certifies:

–

A. That Contractor is not currently owned or operated by the government of China and will not, for the duration of this Contract, be owned or operated by the government of China.

–

B. That Contractor is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control.

...

.5 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.6 Other Exhibits:

(Check all boxes that apply.)

☐ AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:

(Insert the date of the E234-2019 incorporated into this Agreement.)

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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Keith Watts, CPPB/Procurement Manager

Mike Berard, Manager

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 18:39:56 ET on 04/29/2024 under Order No. 4104248084 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, 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)