



AIA Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

Black Canyon Middle School for Bonneville School District No. 93
4928 E. 1st Street, Idaho Falls, ID 83401

THE OWNER:

Bonneville Joint School District No. 93
3497 N. Ammon Road
Idaho Falls, ID 83401

THE CONSTRUCTION MANAGER:

Headwaters Construction Company
639 W. 9500 S., Ste 1
Victor, ID 83455

ARTICLE A.1

§ 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 twenty-six million twenty thousand three hundred fifty-eight dollars and no cents (\$26,020,358.00), 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.)

Attached hereto as "Black Canyon Middle School" GMP Proposal Packet dated April 16, 2019 – Section 1. Guaranteed Maximum Price Proposal

§ 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.)

Attached hereto as "Black Canyon Middle School" GMP Proposal Packet dated April 16, 2019 – Section 2. Basis of Estimate

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

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™–2007, 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.

Init.

Item	Price (\$0.00)
Weather Conditions Allowance	\$245,000

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

Attached hereto as "Black Canyon Middle School" GMP Proposal Packet dated April 16, 2019 – Section 2. Basis of Estimate

The Guaranteed Maximum Price is based on \$1,931,317 of value engineered cost reductions. As such, the Owner agrees to work with the Architect and Construction Manager to achieve all value engineering, including additional value engineering should such be required. Should the actual savings in value engineering come in less than the anticipated savings listed above, the Owner and Construction Manager agree to execute a Change Order for the difference.

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

Document	Title	Date	Pages
N/A			

§ 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.)

Attached hereto as "Black Canyon Middle School" GMP Proposal Packet dated April 16, 2019 – Section 3. Enumeration of Documents

Section	Title	Date	Pages
---------	-------	------	-------

§ 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.)

Attached hereto as "Black Canyon Middle School" GMP Proposal Packet dated April 16, 2019 – Section 3. Enumeration of Documents

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

§ 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.)

Attached hereto as "Black Canyon Middle School" GMP Proposal Packet dated April 16, 2019 – Section 4. Schedule

ARTICLE A.2

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

Contractor shall achieve Substantial Completion for the Black Canyon Middle School by May 6, 2021.


OWNER (Signature)

Paul Jenkins – District 93 School Board Chairman
(Printed name and title)


CONSTRUCTION MANAGER (Signature)

Stanton Marshall - President
(Printed name and title)