



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Seventh day of February in the year Two Thousand Twenty Three, 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 Thirteenth day of October in the year Two Thousand Twenty-Two (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

LPW Project No. 21-040
Browning Public School District
Student Support Center

Formerly:

Miscellaneous Food Service Projects

THE OWNER:

(Name, legal status, and address)

Browning Public School District #9
P.O. Box 610
129 First Avenue S.E.
Browning, Montana 59417
Phone: (406) 338-2715
Fax: (406) 338-7553

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Sletten Construction Company
P.O. Box 2467
1000 25th Street North
Great Falls, Montana 59403
Phone: (406) 761-7920
Fax: (406) 761-0923

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

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.

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 Two Million Nine Hundred Seventy-Six Six Hundred Eight dollars and no cents (\$ 2,976,608.00), 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.)

§ 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
------	-------

§ 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, 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)
------	-----------------------	-------------------------

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.

Init.



§ 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: August 1, 2024

§ 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
C0.1	General Notes and Civil Index	June 8, 2022
C1.0	Existing Site Conditions and Demolition Plan	June 8, 2022
C2.0	Overall Site Plan	June 8, 2022
C2.1	Warehouse Site Plan – South	June 8, 2022
C2.2	Warehouse Site Plan – Central	June 8, 2022
C2.3	Warehouse Site Plan – North	June 8, 2022
C2.4	Warehouse Detention Basin Plan	June 8, 2022
C3.1	Access Road Plan & Profile – STA 10+00 TO 15+50	June 8, 2022
C3.2	Access Road Plan & Profile – STA 15+50 TO 21+50	June 8, 2022
C3.3	Access Road Plan & Profile – STA 21+50 TO 28+50	June 8, 2022
C3.4	Access Road Plan & Profile – STA 28+50 TO 35+00	June 8, 2022

C3.5	Access Road Plan & Profile – STA 35+00 TO 41+00	June 8, 2022
C3.6	Access Road Plan & Profile – STA 41+00 TO 43+11	June 8, 2022
C3.7	Sportsplex Road Plan & Profile	June 8, 2022
C3.8	Multi-Use Path Plan	June 8, 2022
C4.0	Sanitary Sewer Service Plan and Profile	June 8, 2022
C5.1	Water Main Plan & Profile – STA 50+00 TO 56+50	June 8, 2022
C5.2	Water Main Plan & Profile – STA 56+50 TO 63+50	June 8, 2022
C5.3	Water Main Plan & Profile – STA 63+50 TO 70+00	June 8, 2022
C7.0	Water Main Extension Details	June 8, 2022
C7.1	Utility Service Connection Details	June 8, 2022
C7.2	Civil Site Details	June 8, 2022
C7.3	Storm Drainage Details	June 8, 2022
C7.4	Slope Protection Details	June 8, 2022

§ 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)*

Brian Gallup, Chairperson
Board of Trustees
Browning Public School District #9
(Printed name and title)



CONSTRUCTION MANAGER *(Signature)*

Cliff Garness
Division Manager | Vice President
Sletten Construction Company
(Printed name and title)

Init.

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 12:25:42 ET on 03/30/2023 under Order No.4104239630 which expires on 01/21/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1095454829)

Additions and Deletions Report for AIA® Document A133® – 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 12:25:42 ET on 03/30/2023.

PAGE 1

This Amendment dated the Seventh day of February in the year Two Thousand Twenty Three, 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 Thirteenth day of October in the year Two Thousand Twenty-Two (the "Agreement")

...

LPW Project No. 21-040
Browning Public School District
Student Support Center

Formerly:
Miscellaneous Food Service Projects

...

Browning Public School District #9
P.O. Box 610
129 First Avenue S.E.
Browning, Montana 59417
Phone: (406) 338-2715
Fax: (406) 338-7553

...

(Name, legal status, and address)

Sletten Construction Company
P.O. Box 2467
1000 25th Street North
Great Falls, Montana 59403
Phone: (406) 761-7920
Fax: (406) 761-0923

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million Nine Hundred Seventy-Six Six Hundred Eight dollars and no cents (\$ 2,976,608.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

☒ The date of execution of this Amendment.

[X] By the following date: August 1, 2024

...

<u>C0.1</u>	<u>General Notes and Civil Index</u>	<u>June 8, 2022</u>
<u>C1.0</u>	<u>Existing Site Conditions and Demolition Plan</u>	<u>June 8, 2022</u>
<u>C2.0</u>	<u>Overall Site Plan</u>	<u>June 8, 2022</u>
<u>C2.1</u>	<u>Warehouse Site Plan – South</u>	<u>June 8, 2022</u>
<u>C2.2</u>	<u>Warehouse Site Plan – Central</u>	<u>June 8, 2022</u>
<u>C2.3</u>	<u>Warehouse Site Plan – North</u>	<u>June 8, 2022</u>
<u>C2.4</u>	<u>Warehouse Detention Basin Plan</u>	<u>June 8, 2022</u>
<u>C3.1</u>	<u>Access Road Plan & Profile – STA 10+00 TO 15+50</u>	<u>June 8, 2022</u>
<u>C3.2</u>	<u>Access Road Plan & Profile – STA 15+50 TO 21+50</u>	<u>June 8, 2022</u>
<u>C3.3</u>	<u>Access Road Plan & Profile – STA 21+50 TO 28+50</u>	<u>June 8, 2022</u>
<u>C3.4</u>	<u>Access Road Plan & Profile – STA 28+50 TO 35+00</u>	<u>June 8, 2022</u>
<u>C3.5</u>	<u>Access Road Plan & Profile – STA 35+00 TO 41+00</u>	<u>June 8, 2022</u>
<u>C3.6</u>	<u>Access Road Plan & Profile – STA 41+00 TO 43+11</u>	<u>June 8, 2022</u>
<u>C3.7</u>	<u>Sportsplex Road Plan & Profile</u>	<u>June 8, 2022</u>
<u>C3.8</u>	<u>Multi-Use Path Plan</u>	<u>June 8, 2022</u>
<u>C4.0</u>	<u>Sanitary Sewer Service Plan and Profile</u>	<u>June 8, 2022</u>
<u>C5.1</u>	<u>Water Main Plan & Profile – STA 50+00 TO 56+50</u>	<u>June 8, 2022</u>
<u>C5.2</u>	<u>Water Main Plan & Profile – STA 56+50 TO 63+50</u>	<u>June 8, 2022</u>
<u>C5.3</u>	<u>Water Main Plan & Profile – STA 63+50 TO 70+00</u>	<u>June 8, 2022</u>
<u>C7.0</u>	<u>Water Main Extension Details</u>	<u>June 8, 2022</u>
<u>C7.1</u>	<u>Utility Service Connection Details</u>	<u>June 8, 2022</u>
<u>C7.2</u>	<u>Civil Site Details</u>	<u>June 8, 2022</u>
<u>C7.3</u>	<u>Storm Drainage Details</u>	<u>June 8, 2022</u>
<u>C7.4</u>	<u>Slope Protection Details</u>	<u>June 8, 2022</u>

Brian Gallup, Chairperson
Board of Trustees
Browning Public School District #9

Cliff Garness
Division Manager | Vice President
Sletten Construction Company

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , 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 12:25:42 ET on 03/30/2023 under Order No. 4104239630 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed) _____

(Title) _____

(Dated) _____