Alsea Bond Committee Meeting

Wednesday, January 11, 2023 6:00 PM
Alsea School Library, 301 South 3rd Street, Alsea, OR 97324

1. **Call to Order**
2. **Flag Salute**
3. **Approval of the Agenda**
4. **Approval of Minutes**
5. **Bond Financials**

ALSEA SCHOOL DISTRICT
BOND PROGRAM
OVERALL BUDGET
JANUARY 8, 2023

Program Expense	Original Budget	Paid to Date	Remaining Balance	Revised Budget
Hard Cost				
District Wide Project				
School Projects	$ 4,316,505			
Building Restrooms		$ 233,517		$ 233,517
Electrical Upgrade				$ 768,545
Panel Room				$ 253,088
HVAC Upgrade				$ 663,780
VOC				$ 2,376,306
Construction Contingency	$ 227,184	$ -	$ 227,184	$ 227,184
Construction Sub Total	**$ 4,543,690**	**$ 233,517**	**$ 227,184**	**$ 4,522,420**
Soft Cost				
Administrative Cost				
Legal Fees	$ 10,000	$ -	$ 10,000	$ 10,000
Bond Counsel	$ -	$ -	$ -	$ -
Bond Issuance Cost	$ 106,291	$ 106,291	$ 0	$ 106,291
Builders Risk Insurance	$ 25,000	$ -	$ 25,000	$ 25,000
Project Management	$ 189,916	$ -	$ 189,916	$ 189,916
Reimbursable Expenses	$ 20,000	$ -	$ 20,000	$ 20,000
Other Administrative Charges	$ -	$ -	$ -	$ -
Site Cost				
Site Survey	$ 15,000	$ -	$ 15,000	$ 15,000
Geo-Tech Report	$ 15,000	$ -	$ 15,000	$ 15,000
Planning Cost				
Design Fees	$ 318,058	$ 125,721	$ 192,337	$ 318,058
A & E Reimbursable Expenses	$ -	$ -	$ -	$ -
Commissioning	$ 25,000	$ -	$ 25,000	$ 25,000
Hazardous Materials Consultant	$ 15,000	$ -	$ 15,000	$ 15,000
Building Envelope Consultant	$ -	$ -	$ -	$ -
Constructability Review	$ -	$ -	$ -	$ -
Special Inspection and Testing	$ 15,000	$ -	$ 15,000	$ 15,000
Plan Review & Building Permits	$ 7,500	$ -	$ 7,500	$ 7,500
Printing & Plan Distribution	$ 2,500	$ -	$ 2,500	$ 2,500
Miscellaneous Fees	$ 10,000	$ -	$ 10,000	$ 10,000
Ed Specs	$ -	$ -	$ -	$ -
Kitchen	$ -	$ -	$ -	$ -
Miscellaneous				
Legal Advertisements	$ 2,500	$ -	$ 2,500	$ 2,500
Furniture, Fixtures, and Equipment (FF&E)	$ 1,820	$ 1,820	$ -	$ 1,820
Technology	$ -	$ -	$ -	$ -
Technology (Design)	$ -	$ -	$ -	$ -
Acoustics	$ -	$ -	$ -	$ -
Criminal Background Checks	$ 1,000	$ -	$ 1,000	$ 1,000
System Development Charges	$ 45,437	$ -	$ 45,437	$ 45,437
Value Engineering	$ -	$ -	$ -	$ -
Utility Connection Fee	$ 57,460	$ -	$ 57,460	$ 57,460
Unallocated Owner Contingency	$ -	$ -	$ -	$ -
Inflation	$ -	$ -	$ -	$ -
Sub Total Soft Cost	**$ 882,482**	**$ 233,832**	**$ 648,650**	**$ 882,482**
Total Project Cost	**$ 5,426,172**	**$ 467,349**	**$ 875,835**	**$ 5,404,902**

ALSEA SCHOOL DISTRICT
BOND PROGRAM
REVENUE BUDGET
JANUARY 8, 2023

Program Revenue [1]		Original Budget	Received to Date	Allocated to Date	Unallocated Balance	Revised Budget
Bond and Other Proceeds						
Bond Proceeds		$ 2,100,000	$ -	$ -	$ 2,100,000	$ 2,100,000
Bond Premium		$ 189,477	$ -	$ -	$ 189,477	$ 189,477
OSCIM Grant		$ 2,100,000	$ -	$ -	$ 2,100,000	$ 2,100,000
Seismic Grant	2	$ -	$ -	$ -	$ -	$ -
Miscellaneous Grant		$ -	$ -	$ -	$ -	$ -
Investment Income		$ -	$ -	$ -	$ -	$ -
ODE Facility Grant (1.75%)		$ -	$ -	$ -	$ -	$ -
Energy Trust of Oregon (ETO) Incentives		$ -	$ -	$ -	$ -	$ -
Public Purpose Charge - SB 1149		$ -	$ -	$ -	$ -	$ -
ESSER II (September 2023)		$ 68,520				$ 68,520
ESSER III (September 2024)		$ 164,600	$ -	$ -	$ 164,600	$ 164,600
General Fund		$ 474,500	$ -	$ -	$ 474,500	$ 474,500
Other Funding Sources		$ -	$ -	$ -	$ -	$ -
Total Revenue		**$ 5,097,097**	**$ -**	**$ -**	**$ 5,028,577**	**$ 5,097,097**

1. Program Revenue Budgets are an estimate. Accuracy should be verified by district personnel.
2. Application is being submitted for the April 2023 award

6. **BOND GMP's**
    a. **HVAC**
    b. **Panel Room Upgrade**
    c. **VOC**
    d. **Main Power Upgrade**

AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year , 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 day of in the year (the "Agreement")
(In words, indicate day, month, and year.)

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

Alsea S.D. 7J Building Renovations & Additions
HVAC Upgrade
Alsea, OR

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

Alsea School District 7J
301 S Third Street
Alsea, OR 97324

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

CB Const, Inc
1202 Adams Avenue
La Grande, OR 97850

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

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 ($ 669,812.49), subject to additions and deductions by Change Order as provided in the Contract Documents.

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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User Notes: (1785358700)

§ 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.)

Per attached schedule of values

§ 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:

(Table deleted)
None at this time.

§ 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.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Date of commencement to occur 2 weeks from issuance of Notice to Proceed.

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.)

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[X] Not later than (To be determined based on material lead times) calendar days from the date of commencement of the Work.

[ ] By the following date:

(Table deleted)
(Paragraph deleted)
§ 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.)

Architects most recent specifications

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.)

Architects most recent plans.

Number	Title	Date

(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
§ 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.)

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User Notes: (1785358700)

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Sean Gallagher, Superintendent	Derek Howard, PE, Owner
(Printed name and title)	*(Printed name and title)*

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User Notes: (1785358700)

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 17:04:48 PT on 10/13/2022.

PAGE 1

Alsea S.D. 7J Building Renovations & Additions
HVAC Upgrade
Alsea, OR

...

Alsea School District 7J
301 S Third Street
Alsea, OR 97324

...

CB Const, Inc
1202 Adams Avenue
La Grande, OR 97850

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ($ 669,812.49), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Per attached schedule of values

...

~~**Item**~~ ~~**Price**~~

None at this time.

...

[**X**] Established as follows:

...

Date of commencement to occur 2 weeks from issuance of Notice to Proceed.

PAGE 3

[**X**] Not later than (To be determined based on material lead times) calendar days from the date of commencement of the Work.

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User Notes: (1785358700)

...

~~**§ 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**~~

...

Architects most recent specifications

...

Architects most recent plans.

...

~~**§ 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**~~

PAGE 4

Sean Gallagher, Superintendent

Derek Howard, PE, Owner

Additions and Deletions Report for AIA Document A133™ – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:04:48 PT on 10/13/2022 under Order No.2114349450 which expires on 07/31/2023, 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 copyright@aia.org.
User Notes: (1785358700)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Derek Howard, 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 17:04:48 PT on 10/13/2022 under Order No. 2114349450 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)

_____

(Title)

_____

(Dated)

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AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year , 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 day of in the year (the "Agreement")
(In words, indicate day, month, and year.)

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

Alsea S.D. 7J Building Renovations & Additions
Panel Room Upgrade
Alsea, OR

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

Alsea School District 7J
301 S Third Street
Alsea, OR 97324

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

CB Const, Inc
1202 Adams Avenue
La Grande, OR 97850

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

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 ($ 369,847.71), subject to additions and deductions by Change Order as provided in the Contract Documents.

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.

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User Notes: (1282622038)

§ 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.)

Per attached schedule of values

§ 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:

(Table deleted)
None at this time.

§ 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.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Date of commencement to occur 2 weeks from issuance of Notice to Proceed.

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.)

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User Notes: (1282622038)

[X] Not later than (To Be Determined based on material lead times) calendar days from the date of commencement of the Work.

[ ] By the following date:

(Table deleted)
(Paragraph deleted)
§ 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.)

Architects most recent specifications

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.)

Architects most recent plans.

Number	Title	Date

(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
§ 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.)

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User Notes: (1282622038)

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Sean Gallagher, Superintendent	Derek Howard, PE, Owner
(Printed name and title)	*(Printed name and title)*

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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 13:54:31 PT on 10/26/2022.

PAGE 1

Alsea S.D. 7J Building Renovations & Additions
Panel Room Upgrade
Alsea, OR

...

Alsea School District 7J
301 S Third Street
Alsea, OR 97324

...

CB Const, Inc
1202 Adams Avenue
La Grande, OR 97850

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ($ 369,847.71), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Per attached schedule of values

...

~~**Item**~~ ~~**Price**~~

None at this time.

...

[**X**] Established as follows:

...

Date of commencement to occur 2 weeks from issuance of Notice to Proceed.

PAGE 3

[**X**] Not later than (To Be Determined based on material lead times) calendar days from the date of

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User Notes: (1282622038)

commencement of the Work.

...

~~**§ 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**~~

...

Architects most recent specifications

...

Architects most recent plans.

...

~~**§ 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**~~

PAGE 4

Sean Gallagher, Superintendent

Derek Howard, PE, Owner

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User Notes: (1282622038)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Derek Howard, 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 13:54:31 PT on 10/26/2022 under Order No. 2114349450 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)

_____

(Title)

_____

(Dated)

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User Notes: (1282622038)

AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year , 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 day of in the year (the "Agreement")
(In words, indicate day, month, and year.)

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

Alsea S.D. 7J Building Renovations & Additions
VOC Building
Alsea, OR

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

Alsea School District 7J
301 S Third Street
Alsea, OR 97324

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

CB Const, Inc
1202 Adams Avenue
La Grande, OR 97850

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

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 ($ 2,433,836.12), subject to additions and deductions by Change Order as provided in the Contract Documents.

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.

AIA Document A133™ – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:05:49 PT on 10/13/2022 under Order No.2114349450 which expires on 07/31/2023, 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 copyright@aia.org.
User Notes: (1668443752)

§ 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.)

Per attached schedule of values

§ 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:

(Table deleted)
None at this time.

§ 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.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Date of commencement to occur 2 weeks from issuance of Notice to Proceed.
Substantial Completion to occur approximately 10 months from start of construction.

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.)

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User Notes: (1668443752)

[X] Not later than (365) calendar days from the date of commencement of the Work.

[ ] By the following date:

(Table deleted)
(Paragraph deleted)
§ 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.)

Architects most recent specifications

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.)

Architects most recent plans.

Number	Title	Date

(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
§ 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.)

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User Notes: (1668443752)

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Sean Gallagher, Superintendent	Derek Howard, PE, Owner
(Printed name and title)	*(Printed name and title)*

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User Notes: (1668443752)

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.

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PAGE 1

Alsea S.D. 7J Building Renovations & Additions
VOC Building
Alsea, OR

...

Alsea School District 7J
301 S Third Street
Alsea, OR 97324

...

CB Const, Inc
1202 Adams Avenue
La Grande, OR 97850

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ($ 2,433,836.12), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Per attached schedule of values

...

~~**Item**~~ ~~**Price**~~

None at this time.

...

[**X**] Established as follows:

...

Date of commencement to occur 2 weeks from issuance of Notice to Proceed.
Substantial Completion to occur approximately 10 months from start of construction.

PAGE 3

[**X**] Not later than (365) calendar days from the date of commencement of the Work.

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User Notes: (1668443752)

...

~~**§ 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**~~

...

Architects most recent specifications

...

Architects most recent plans.

...

~~**§ 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**~~

PAGE 4

Sean Gallagher, Superintendent

Derek Howard, PE, Owner

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User Notes: (1668443752)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Derek Howard, 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 17:05:49 PT on 10/13/2022 under Order No. 2114349450 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)

_____

(Title)

_____

(Dated)

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User Notes: (1668443752)

AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year , 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 day of in the year (the "Agreement")
(In words, indicate day, month, and year.)

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

Alsea S.D. 7J Building Renovations & Additions
Main Power Upgrade
Alsea, OR

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

Alsea School District 7J
301 S Third Street
Alsea, OR 97324

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

CB Const, Inc
1202 Adams Avenue
La Grande, OR 97850

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

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 ($ 722,236.54), subject to additions and deductions by Change Order as provided in the Contract Documents.

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.

Init.
/

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User Notes: (1781743957)

§ 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.)

Per attached schedule of values

§ 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:

(Table deleted)
None at this time.

§ 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.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Date of commencement to occur 2 weeks from issuance of Notice to Proceed.

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.)

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User Notes: (1781743957)

[X] Not later than (To Be Determined based on material lead times) calendar days from the date of commencement of the Work.

[ ] By the following date:

(Table deleted)
(Paragraph deleted)
§ 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.)

Architects most recent specifications

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.)

Architects most recent plans.

Number	Title	Date

(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
§ 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.)

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User Notes: (1781743957)

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Sean Gallagher, Superintendent *(Printed name and title)*	Derek Howard, PE, Owner *(Printed name and title)*

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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.

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PAGE 1

Alsea S.D. 7J Building Renovations & Additions
Main Power Upgrade
Alsea, OR

...

Alsea School District 7J
301 S Third Street
Alsea, OR 97324

...

CB Const, Inc
1202 Adams Avenue
La Grande, OR 97850

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ($ 722,236.54), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Per attached schedule of values

...

~~**Item**~~ ~~**Price**~~

None at this time.

...

[**X**] Established as follows:

...

Date of commencement to occur 2 weeks from issuance of Notice to Proceed.

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[**X**] Not later than (To Be Determined based on material lead times) calendar days from the date of

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commencement of the Work.

...

~~**§ 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**~~

...

Architects most recent specifications

...

Architects most recent plans.

...

~~**§ 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**~~

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Sean Gallagher, Superintendent

Derek Howard, PE, Owner

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Derek Howard, 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 17:04:46 PT on 10/13/2022 under Order No. 2114349450 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)

_____

(Title)

_____

(Dated)

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7. **Bond Permits**
8. **Next Bond Meeting**
9. **Adjourn**