

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 14 day of January in the year 2025, 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 10 day of April in the year 2023 (the "Agreement")

for the following **PROJECT**:

Queen Creek Elementary #10
5626 S. Mountain Rd.
Mesa, AZ 85212

THE OWNER:

Queen Creek Unified School District
20217 E. Chandler Heights Road
Queen Creek, AZ 85142

THE CONSTRUCTION MANAGER:

McCarthy Building Companies, Inc a Missouri corporation
6225 North 24th Street, Suite 125
Phoenix, AZ 85016

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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.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Four Hundred Eighty Four Thousand Six Hundred Thirty Eight Dollars (\$ 484,638), 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.

§ 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.

EXHIBIT A

§ 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 |
|------|-------|
| N/A | |

§ 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.
(Paragraph deleted)

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
| N/A | | |

§ A.1.1.6 Unit prices, if any:
(Paragraph deleted)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------------------|-----------------------|-------------------------|
| GMP 2, Exhibit E | | |

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

- ☐ 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.)
- January 2, 2025

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:
(Paragraph deleted)

- ☐ Not later than () calendar days from the date of commencement of the Work.
- ☒ By the following date: May 9, 2025

§ 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 |
|----------|-------|------|-------|
| N/A | | | |

§ A.3.1.2 The following Specifications:

| N/A | | | |
|---------|-------|------|-------|
| Section | Title | Date | Pages |

§ A.3.1.3 The following Drawings:

| EXHIBIT C | | |
|-----------|-------|------|
| Number | Title | Date |

§ A.3.1.4 The Sustainability Plan, if any:

| (Paragraph deleted) | | |
|---------------------|------|-------|
| Title | Date | Pages |
| N/A | | |

Other identifying information:

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

| (Paragraph deleted) | |
|---------------------|-------|
| Item | Price |
| N/A | |

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

EXHIBIT B

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

N/A

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:

N/A

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

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Matt Lyons, EVP and Education Business Unit Leader
(Printed name and title)

Init.

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Queen Creek Elementary School #10
Queen Creek Unified School District
Mesa, AZ 85212
January 14, 2025
GMP 3 EXHIBIT A



SRP

MCDOT ROADWAY

| Description | |
|-------------|--------------------------------|
| | Construction Survey |
| | Electrical & Fire Alarm |
| | Earthwork & Paving |
| | Site Utilities |
| | Subtotal Direct Cost |
| | General Conditions |
| | Total Direct Cost |
| | Construction Contingency (3%) |
| | Escalation Contingency |
| | Design Contingency |
| | General Liability Insurance |
| | Builders Risk Insurance |
| | Performance & Payment Bond |
| | Contractor Fee |
| | Sales Tax (65% of 8.3%) |
| | Total Construction Cost |

| On-Site Adjacent Ways | Off-Site Adjacent Ways | GMP3 TOTALS |
|-----------------------|------------------------|------------------|
| \$0 | \$8,000 | \$8,000 |
| \$113,078 | \$0 | \$113,078 |
| \$0 | \$265,000 | \$265,000 |
| \$18,134 | \$0 | \$18,134 |
| \$131,212 | \$273,000 | \$404,212 |
| \$0 | \$0 | \$0 |
| \$131,212 | \$273,000 | \$404,212 |
| \$3,936 | \$8,190 | \$12,126 |
| \$0 | \$0 | \$0 |
| \$0 | \$0 | \$0 |
| \$1,762 | \$3,666 | \$5,428 |
| \$2,910 | \$6,055 | \$8,966 |
| \$1,145 | \$2,383 | \$3,528 |
| \$7,866 | \$16,366 | \$24,232 |
| \$8,487 | \$17,659 | \$26,146 |
| \$157,319 | \$327,319 | \$484,638 |



Queen Creek Unified School District (QCUSD)

Queen Creek Elementary School #10

Mesa, AZ

GMP#3

EXHIBIT B - ASSUMPTIONS & CLARIFICATIONS

January 17, 2025

DETAILED SCOPE

The offsite scope of work on S. Mountain Rd. involves the improvement of a single lane road and the addition of a deceleration lane leading into the new QCUSD school property. The road is under the jurisdiction of Maricopa County Department of Transportation (MCDOT), and during the pre-installation process, additional scope has been added to meet MCDOT's road improvement requirements. The final SRP design includes an additional duct bank running the length of the property for future development. SRP has confirmed via email that they will reimburse QCUSD up to \$100,000 for the work once it is completed and the scope is verified. Below are further details regarding the current assumptions and clarifications used to compile GMP#3.

Basis of GMP (Documents)

This GMP#3 was established using the MCDOT 5th Submission Approved documents issued by SPS+ Architects dated July 30, 2024, as well as the SRP final approved documents issued by SRP dated September 17, 2024. Refer to the Plans and Specifications documents for the complete list of documents. By accepting this GMP, QCUSD acknowledges the design and scope as depicted in the contract documents is acceptable. Any design revisions stemming from requests made by MCDOT, SRP, or QCUSD, may require future cost reconciliation.

Assumptions and Clarifications

The following items are assumptions and clarifications that have been included in the assembly of this GMP. The assumptions and clarifications provide further details for the scope of work supplemental to the contract documents.

General

- 1) Costs for contractor securities and insurances including a payment & performance bond, general liability and builder's risk insurance have been included. Each of these items has been included as a lump sum.
- 2) All applicable gross receipts tax is included at the current known tax rate which is 65% of 8.3% of the total base construction cost.

Scope of Work

26A – Electrical

- 1) Hard dig is excluded. Hard dig is defined as any area a 420/JT20 cannot dig effectively at a production rate of 50LF per hour at an average depth of 5ft.
- 2) Primary, secondary and spare conduits as shown on SRP drawings.
- 3) Includes deep excavation and shoring to cross existing utilities for onsite scope of work.

31A – Earthwork & Paving

- 1) Assuming that existing subgrade does not meet geo-tech report requirements and lime stabilization is required under the entire length and width of the new roadway and sidewalks.
- 2) Pavement profile is 3" of asphalt paving over 10" of ABC base.
- 3) MAG specification shows slurry seal of existing roadway when cutting centerline of the road, which is included. Obliteration and striping is included.
- 4) Includes a temporary lane to be constructed on the East shoulder of S Mountain Road to allow for two-way traffic during construction. Minimum 12' wide and 2" thick asphalt for 1,000ft.
- 5) Survey for all MCDOT required scope is included for offsite scope of work.

EXHIBIT C - Plans and Specifications

| DRAWING / SPECIFICATION LIST | | |
|--|-----------------------------------|-----------|
| | | |
| SHEET INDEX - MCDOT 5th Submittal Approved - Civil | | |
| SHEET # | DESCRIPTION | DATE |
| OP -1 | COVER SHEET | 7/30/2024 |
| OP-2 | OFFSITE PAVING PLAN | 7/30/2024 |
| OP-3 | OFFSITE PAVING PLAN | 7/30/2024 |
| OP-4 | OFFSITE PAVING PLAN | 7/30/2024 |
| OP-5 | STORM DRAIN PLAN AND PROFILE | 7/30/2024 |
| SL1 | STREET LIGHT COVER | 7/30/2024 |
| SL2 | STREET LIGHT PLAN | 7/30/2024 |
| SL3 | PHOTOMETRICS | 7/30/2024 |
| | | |
| SHEET INDEX - MCDOT 5th Submittal Approved – Striping Design | | |
| SHEET # | DESCRIPTION | DATE |
| 9of11 | PAVEMENT MARKING AND SIGNING PLAN | 7/30/2024 |
| 10of11 | PAVEMENT MARKING AND SIGNING PLAN | 7/30/2024 |
| 11of11 | PAVEMENT MARKING AND SIGNING PLAN | 7/30/2024 |
| | | |
| SHEET INDEX – SRP DESIGN T3555968 | | |
| SHEET # | DESCRIPTION | DATE |
| 1of5 | COVER SHEET | 9/17/2024 |
| 2of5 | CONDUIT ONE LINE PLAN | 9/17/2024 |
| 3of5 | MAINLINE PLAN | 9/17/2024 |
| 4of5 | DETAILS | 9/17/2024 |
| 5of5 | DETAILS | 9/17/2024 |