

M E M O

TO: Mayor Blad and Members of City Council

FROM: Tom Kirkman, Director of Public Services

DATE: April 7, 2025

SUBJECT: Recycling Facility Partial Remodel:
Guaranteed Maximum Price Amendment

On February 6, 2025, Council award the contract for Construction Management Services to Construction Services, Inc at 4.5% of the Guaranteed Maximum Price (GMP) of the project.

On April 3, 2025, construction and material bids were received as part of this project, and a guaranteed maximum price of \$646,642 was consequently established. Funds for this contract have been budgeted for in the FY25 Sanitation Services budget.

Therefore, it is my recommendation that Council authorize Mayor Blad to sign and execute the GMP amendment to the previously awarded contract for Construction Management Services for the partial remodel of the City's recycling facility. The contract documents are attached for Council and Mayor approval.

To: City Council and Mayor
From: Matt Kerbs, Deputy City Attorney MK
Date: April 10, 2025
Re: Recycling Facility Partial Remodel:
Guaranteed Maximum Price Amendment

I have no legal concerns with the Council approving and authorizing the Mayor to sign the above referenced documents with Construction Services, Inc for the partial remodel of the City's recycling facility.



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Fourth day of April in the year Two Thousand Twenty Five, 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 Tenth day of January in the year Two Thousand Twenty Five (the “Agreement”) *(In words, indicate day, month, and year.)*

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

Pocatello Recycling Center
3034 Garrett Way
Pocatello, ID 83201

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

City of Pocatello
PO Box 4169
Pocatello, ID 83205

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

Construction Services, Inc.
718 S 2nd Ave
Pocatello, ID 83201

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.

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.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Six Hundred Forty Six Thousand Six Hundred Forty Two Dollars and Zero Cents (\$ 646,642.00), 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.)

Please refer to Exhibit A - GMP Estimate March 31, 2025

§ 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
Not Applicable	

§ 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
Not Applicable		

§ 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)
Not Applicable		

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.)

☒ [X] 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.

§ 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:

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 trademarks of The American Institute of Architects. This document was produced at 17:38:38 ET on 04/04/2025 under Order No.4104251791 which expires on 06/28/2025, 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:

(3B9ADA4D)

(Check one of the following boxes and complete the necessary information.)

☒ Not later than One hundred twenty days (120) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 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
Not Applicable	

§ 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
Not Applicable			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Specifications included on drawings

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.)

Please see Exhibit B

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

§ 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
Not Applicable		

Other identifying information:

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

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 trademarks of The American Institute of Architects. This document was produced at 17:38:38 ET on 04/04/2025 under Order No.4104251791 which expires on 06/28/2025, 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:

(3B9ADA4D)

(Identify each allowance.)

Item

Price

Not Applicable

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

(Identify each assumption and clarification.)

Not Applicable

§ 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.)

None

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.)

None

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

OWNER (Signature)

Brian Blad, Mayor

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Jared Lusk, President

(Printed name and title)

Init.

CONSTRUCTION SERVICES

GMP Estimate

Project: City of Pocatello Recycling Building Remodel

Date: 3/31/2025

DESCRIPTION	\$	
Design Costs		
Booth Fee	By Owner	
Soils Survey/Soils Report	NA	
Asbestos Survey	2150	
Material Testing/Inspections	NA	
CSI Fees & General Conditions		
Construction Phase Fee	23969	4.50%
General Conditions	68490	
Property Insurance - All Risk	By Owner	
Surveying _ Construction - Batter Boards	NA	
CSI Bond	12240	
Fees & Permits		
City - Permit	3947	
City - Plan Check	2565	
City - Utility Fees - Water & Sewer	NA	
City - Fire Department Fees	631	
Intermountain Gas	NA	
Idaho Power Fees	NA	
Sub-Total - Non Hard Construction Costs	\$ 113,992	

CONSTRUCTION SERVICES

Hard Construction Estimate

Project: City of Pocatello Recycling Remodel

Date: 3/31/2025

Square Footage: 2700

DESCRIPTION	CONTRACTOR	\$
Bid Packages		
#1 - Steel Stud Framing/Interior Finishes	ASI	96085
#2 - Aluminum Systems & Glass	PG	23120
#3 - Doors/Frames/Hardware - Furnish Only	ABS	13919
#4 - Casework/Millwork	Snake River	17457
#5 - Painting	Nicholls Brothers	22095
#6 - Accessories/Specialties - Furnish Only	SBI	3930
#7 - Tile	Davis	20200
#8 - Flooring	Wall 2 Wall	18153
#9 - Plumbing	B&G	64240
#10 - Mechanical	Mechanical Solutions	52100
#11 - Electrical	ECS	59999
CSI Direct		
Demolition	CSI	37700
Rough Carpentry/Structural Repairs	CSI	11787
Doors/Frames/Hardware - Install Only	CSI	5400
Exterior Window Openings	CSI	7300
Urethane Insulation Repairs	JC Urethane	5500
Accessories/Specialties - Install Only	CSI	1200
Exterior Metals/Roof Repairs	CSI/Robison	33618
Concrete Floor Pour Back	CSI	8400
Asphalt Repairs	CSI	2200
Data Cabling	By Owner	
		\$ 504,403
	Sub. Liab. .Ins. -.6%	\$ 3,026
	Construction Contingency - 5%	\$ 25,220
TOTAL HARD CONSTRUCTION		\$ 532,650
GC's and Fee's from above		\$ 113,992
TOTAL - GMP		\$ 646,642
0 = Check		0

City of Pocatello

Recycling Center

Drawings:

Architectural

- A1.1 – Existing Floor Plan
- A1.1 – Remodeled Floor Plan – Code Review
- A1.3 – Partial Reflected Ceiling Plan
- A2.1 – Interior Elevations, Door Schedule and Elevations, Room Finish Schedule
- A2.2 – Exterior Elevations
- A2.3 – Exterior Elevations Details
- A2.4 – Notes, Ceiling Details
- A2.5 – ADA Details

Mechanical

- M1.0 – HVAC Plans
- M2.0 – Gas Piping Plan
- M3.0 – HVAC Details and Schedules

Plumbing

- P1.0 – Waste and Vent Plan
- P2.0 – Domestic Water Plan
- P3.0 – Plumbing Details and Schedules

Electrical

- E-1.0 - Electrical Details
- E-1.1 - Existing Electrical Plans
- E-2.0 - Electrical Lighting Plan
- E-3.0 – Electrical Power Plan
- E-4.0 – Mechanical Connections Plan

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 17:38:38 ET on 04/04/2025 under Order No. 4104251791 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.

Neana Lusk

(Signed)

Office Manager

(Title)

April 4, 2025

(Dated)

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 17:38:38 ET on 04/04/2025.

PAGE 1

This Amendment dated the Fourth day of April in the year Two Thousand Twenty Five, 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 Tenth day of January in the year Two Thousand Twenty Five (the “Agreement”)

...

Pocatello Recycling Center
3034 Garrett Way
Pocatello, ID 83201

...

City of Pocatello
PO Box 4169
Pocatello, ID 83205

...

Construction Services, Inc.
718 S 2nd Ave
Pocatello, ID 83201

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Six Hundred Forty Six Thousand Six Hundred Forty Two Dollars and Zero Cents (\$ 646,642.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Please refer to Exhibit A - GMP Estimate March 31, 2025

...

Not Applicable

...

Not Applicable

...

Not Applicable

...

☒ The date of execution of this Amendment.

PAGE 3

☒ Not later than One hundred twenty days (120) calendar days from the date of commencement of the Work.

...

Not Applicable

...

Not Applicable

...

Specifications included on drawings

...

Please see Exhibit B

...

Not Applicable

PAGE 4

Not Applicable

...

Not Applicable

...

None

...

None

...

Brian Blad, Mayor

Jared Lusk, President