



Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This 2nd Amendment dated the 4th day of October in the year 2024, is incorporated into the accompanying AIA Document A133TM-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 eighth day of April in the year 2024 (the "Agreement")

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

for the following **PROJECT:**

(Name and address or location)

Joint Operations Facility and Police/Courts Phase 2 Renovations
10 NE Tudor Road, Lee's Summit MO 64086

THE OWNER:

(Name, legal status, and address)

City of Lee's Summit, Missouri, A Missouri Charter City
220 SE Green St
Lee's Summit, MI 64063

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Titan Built, LLC
8207 Melrose Drive, Suite 200
Lenexa, KS 66214

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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 GMP 1 in the amount of One Million Three Hundred Ninety-Eight Thousand Six Hundred Fifteen dollars (\$ 1,398,615.00) plus GMP2 in the amount of **Seven Million Seventy-Seven Thousand Eight Hundred Twenty Seven Dollars** (\$ 7,077,827.00) for

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 A201TM-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 total of Eight Million Four Hundred Seventy-Six Thousand Four Hundred Forty Two Dollars (\$ 8,476,442.00) 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.** An itemized statement of the Guaranteed Maximum Price organized by trade categories is attached as Exhibit A-1 to this GMP Amendment and incorporated herein by reference, and includes allowances; the Construction Manager's contingency; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

GMP1 - \$1,398,615.00
GMP2 - \$7,077,827.00

Total GMP to date - \$8,476,442.00

See attachment Exhibit A-1 "Early GMP Package" dated 10/2/2024.

§ 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: **Not applicable**

Item	Price
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§ 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.) **Not applicable**

Item	Price	Conditions for Acceptance
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§ A.1.1.6 Unit prices, if any: **Not applicable**
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be 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.)

- 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:

(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: May 4, 2026

§ 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
Early GMP Package (GMP2)	3/20/26

§ 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 at the rate of \$1,000.00 per calendar day, starting ten (10) calendar days after the date of substantial completion.

The liquidated damages amount set forth in this Section are fixed and agreed upon by and between the Construction Manager and Owner to be reasonable and necessary because of the extreme difficulty if not impossibility of ascertaining the actual damages Owner would sustain in the event of a delay. The liquidated damages amount is agreed to be the amount of damages which the Owner would sustain for a delay but shall not be limited or preclude any damages for improper Work or other losses incurred by Owner not directly caused by the delay. The liquidated damages amount may be retained by Owner from any payment due to the Construction Manager.

Construction Manager will not be charged with liquidated damages or any excess cost when any delay in the completion of the Work or any Part thereof is due to (i) any preference, priority or allocation order duly issued by Owner; (ii) to unforeseeable cause beyond the control and without the fault or negligence of the Construction Manager, including, but not restricted to, acts of God, or of the public enemy, acts of Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; or (iii) to any delays of subcontractors or suppliers by any of the causes specified in (i) or (ii) above.

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: **Not applicable.**

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

Refer to Attached Exhibit A-3 Lee’s Summit Joint Operations – Early Package list of drawings and specifications-GMP-2

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Refer to Attached Exhibit A-3 Lee’s Summit Joint Operations – Early Package list of drawings and specifications GMP-2

§ 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.)

Not applicable.

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price: **Not applicable.**

(Identify each allowance.)

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

See attached Exhibit A-2 ‘Clarifications, Exclusions & Allowances’ dated October 2, 2024.

§ 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.)

Not applicable.

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.)

Not applicable.

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)

FRANK GIURICCHI, PRESIDENT

(Printed name and title)

EXHIBIT A-2



Lee's Summit Emergency Communication Center - Early Package GMP-2

City of Lee's Summit

Lee's Summit MO

October 2, 2024

Version 1

CLARIFICATIONS, EXCLUSIONS & ALLOWANCES

DIVISION		INCLUDED	EXCLUDED	ALLOWANCE
Bid Documents				
	1	Drawing + Specification(s): Joint Operations Facility Package 1 dated 8/30/24 including Addendum #01 Received 9/20/24	X	
General:				
	2	Performance and Payment Bond	X	
	3	Builders Risk Insurance	X	
	4	Prevailing Wages	X	
	5	Testing and Special Inspections		X (BY OWNER)
	6	Temporary Electricity, Gas and Water	X	
	7	Development Fees -		X (BY OWNER)
	8	Utility Tap Fee's		X (BY OWNER)
	9	Building Permit Costs		X (BY OWNER)
	10	Architectural and Structural Engineering		X (BY OWNER)
	11	Mechanical, Plumbing, and Electrical Design		X (BY OWNER)
	12	Sales Tax		X
	13	The future apparatus bay building is excluded and will be priced as an add alternate with the future Package 2 drawings & specs		X
	14	All trades and scopes not included within the Package 1 drawings unless listed below are excluded and intended to be bid/awarded with the upcoming Package 2 drawings & specs		X
Division 2 - Landscape				
	15	Drawing L-103 references a 16x16 Shade Structure - see detail 7 on L-102. This shade structure and any work associated with this structure is excluded from this proposal and will be picked up in the upcoming Package 2 drawings & specs		X
Division 3 - Cast-In-Place Concrete				
	16	Drawing S-100 calls for Slab on Grade on Waterproof Membrane. We have included a 15mil vapor barrier that is not referenced.	X	
	17	We have included a vapor lock admixture for the slab on grade and elevated decks to allow for flooring products with moisture sensitive adhesives to be installed	X	
	18	Industry standard rigid insulation at perimeter grade beams are included	X	
Division 3 - Pre-Cast Concrete				
	19	The precast associated with the "Proposed Building Addition" attached to the Existing Building is excluded and assumed to be picked up in the future drawing set.		X
Division 4 - Masonry				
	20	All masonry, both architectural and structural, are excluded and will be bid/awarded with the future phase 2 design set.		X
Division 5 - Metals				
	21	The following steel items are excluded and assumed to be picked up with the upcoming Package 2 drawings & specs: Access Ladders, Handrails, Site Gates & Frames, Bollards, Masonry Clips, Overhead Door Frames, Partial Wall Support Steel, Mockup Steel, any other architectural related steel.		X
Division 7 - Waterproofing & Joint Sealants				
	22	Drawing S-100 calls for Slab on Grade on Waterproof Membrane.		X
	23	4" perforated drain tile around the perimeter on the inside of the footings	X	
	24	Any joint sealants, foundation waterproofing or other water infiltration systems are excluded and assumed to be picked up with the future Package 2 drawings & specs		X
Division 16 - Electrical				
	25	Temporary relocation of fuel pump shutoff	X	
	26	Permanent relocation of four site outlets for radar trailers	X	
	27	Make safe of parking lot lights that are to be demoed	X	

	28	Power and access control reconfiguration for modifying existing gate off Tudor Rd.	X			
	29	The electrical gear survey of the existing PD's electrical main switch gear	X			
Division 31 - Earthwork						
	30	The cost of digging the test holes for the Geotechnical Addendum	X			
	31	Per the Geotechnical Report Dated May 21, 2024 and the Geotechnical Addendum dated August 7th, 2024 there is construction debris found in the SW corner of the property. We have included exporting 2,000 CY of debris off site in the amount of \$10,880.	X			
	32	Per the Geotechnical Report Dated May 21, 2024 and the Geotechnical Addendum dated August 7th, 2024 there is black shale found in the Southern portion of the building footprint. We have included removing and exporting 615 CY of Black shale off site in the amount of \$40,501.	X			
	33	Per the Geotechnical Report Dated May 21, 2024 and the Geotechnical Addendum dated August 7th, 2024 there is existing undocumented fill throughout various locations of the site. We have included removing and recompacting 1,555 CY of earth in the amount of \$13,320.	X			
Division 32 - Asphalt & Pavement Marking						
	34	Page 15 of the UES Geotechnical Exploration report dated May 21, 2024 says for drive lanes to include 7.5" of asphalt and parking stalls to include 6" of asphalt. Drawing C7.1 shows 7" asphalt and does not distinguish between drive or parking lanes. We have included the 7.5" and 6" per the Geotechnical report	X			
	35	The drawings C7.1 and specification 321216 - Asphalt Paving both call for KCAPWA asphalt.		X		
	36	KCMMB asphalt mix Type A2 surface.	X			
	37	Drawing C7.1 shows two options for asphalt subgrade, we have included Option 1 with 6" of granular sub-base on top of Geogrid.	X			
Division 32 - Site Concrete						
	38	Any decorative concrete is excluded. If any decorative concrete is required, those costs will be picked up in the future Package 2		X		
	39	Any foundations for seat walls, planter walls, flag poles, or other architectural site related items, that are not already shown on the structural drawings, are excluded and will be picked up in the future Package 2		X		
	40	Page 16 of the UES Geotechnical Exploration report dated May 21, 2024 has a Table 5 for Typical Pavement Sections for Areas Subject to Heavy Traffic showing Portland Cement Concrete to be 7" thick over 4" rock. Drawing C7.1 calls for Medium Duty Concrete Pavement to be 6" over 6" of rock. We believe this pavement intent meets the medium duty application instead of the Heavy Traffic so we have included the 6" concrete pavement over the 6" of rock base.	X			
	41	Spec section 321313 - Concrete Paving references a 4,000 psi concrete mix. Structural drawing S-000 under Concrete Mix Designs, calls for Exterior Concrete to have 4,500 psi mix. We have included 4,000 psi mix for all site related concrete.	X			
Division 32 - Fencing and Gates						
	42	Modifying the existing gate & associated fencing to access the PD's lot off of Tudor Rd to allow for new parking lot configuration	X			
Division 32 - Segmental Retaining Walls						
	43	Spec section 323223 - Segmental Retaining Wall calls for Versa-Lok four unit mosaic panel from the full range of available colors. We have included a premium of \$7,030 for the weathered block option. If a non weathered block is selected, the \$7,030 can be saved.	X			
Division 33 - Site Utilities						
	44	We have assumed backfill of all utility trenches on the project site to per the details sent to Titan by Sharon Bloom on 10/7/24.	X			
	45	Due to the lack of soils report information, the road bore across NW Sloan is assumed to be an earth bore.	X			

Note: 1) Excluded items are items that are not included in our contract. Some items may be necessary for the project and we have attempted to identify the party responsible for that item.

2) The allowance amounts shown in this exhibit shall cover the cost to the Contractor of materials and equipment delivered to the site and all required taxes (if applicable), less applicable trade discounts. The allowance amounts shall also include Contractor's costs for unloading and handling at the site, labor, installation costs, and other expenses contemplated for stated allowance unless specifically stated otherwise in the description of the allowance below.

Exhibit A-3

GMP-2

Lee's Summit Joint Operations - Early Package

10-2-24

Sheet Name	Description	Date Issued
	SPECIFICATIONS	
	000000 - COVER-01	8/30/2024
	000003 - TABLE OF CONTENTS - PACKAGE 1	8/30/2024
	003132 - GEOTECHNICAL DATA	8/30/2024
	011000 - SUMMARY	8/30/2024
	012500 - SUBSTITUTION PROCEDURES	8/30/2024
	012500-01 - SUBSTITUTION REQUEST FORM	8/30/2024
	012600 - CONTRACT MODIFICIATION PROCEDURES	8/30/2024
	012900 - PAYMENT PROCEDURES	8/30/2024
	013100 - PROJECT MANAGEMENT AND COORDINATION	8/30/2024
	013200 - CONSTRUCTION PROGRESS DOUCMENTATION	8/30/2024
	013300-0 - SUBMITTAL PROCEDURES	8/30/2024
	013300-1 - ELECTRONIC DOC RELEASE AGREEMENT	8/30/2024
	014000 - QUALITY REQUIREMENTS	8/30/2024
	014200 - REFERENCES	8/30/2024
	015000 - TEMPORARY FACILITIES AND CONTROLS	8/30/2024
	015723 - STORMWATER POLLUTION PREVENTION PLAN	8/30/2024
	016000 - PRODUCT REQUIREMENTS	8/30/2024
	017300 - EXECUTION	8/30/2024
	017700 - CLOSEOUT PROCEDURES	8/30/2024
	017823 - OPERATION AND MAINTENANCE DATA	8/30/2024
	017839 - PROJECT RECORD DOCUMENTS	8/30/2024
	017900 - DEMONSTRATION TRAINING	8/30/2024
	033000 - CAST-IN-PLACE CONCRETE	8/30/2024
	034100 - PRECAST STRCTURAL CONCRETE	8/30/2024
	042200 - CONCRETE UNIT MASONRY	8/30/2024
	051200 - STRUCTURAL STEEL FRAMING	8/30/2024
	052100 - STEEL JOIST FRAMING	8/30/2024
	053100 - STEEL DECKING	8/30/2024
	054000 - COLD FORMED METAL FRAMING	8/30/2024
	055000 - METAL FABRICATIONS	8/30/2024
	055113 - METAL PAN STAIRS	8/30/2024
	311000 - SITE CLEARING	8/30/2024
	312000 - EARTHMOVING	8/30/2024
	321216 - ASHPALT PAVING	8/30/2024
	321313 - CONCRETE PAVING	8/30/2024
	323223 - SEGMENTAL RETAINING WALLS	8/30/2024
	333300 - SANITARY SEWERS	8/30/2024
	334100 - STORM UTILITY DRAINAGE PIPING	8/30/2024
	DRAWINGS	
CS	COVER SHEET	8/30/2024
V1.0	BOUNDARY AND TOPOGRAPHIC SURVEY	8/30/2024
L-101	LANDSCAPE PLAN	8/30/2024

L-102	LANDSCAPE DETAILS	8/30/2024
L-103	IRRIGATION PLAN	8/30/2024
C0.1	GENERAL INFORMATION	8/30/2024
C1.0	DEMOLITION PLAN	8/30/2024
C2.0	OVERALL SITE PLAN	8/30/2024
C2.1	SITE PLAN	8/30/2024
C2.2	SITE PLAN	8/30/2024
C2.3	DIMENSION PLAN	8/30/2024
C2.4	DIMENSION PLAN	8/30/2024
C3.0	OVERALL GRADING PLAN	8/30/2024
C3.1	DETAILED GRADING PLAN	8/30/2024
C3.2	DETAILED GRADING PLAN	8/30/2024
C3.3	ADA DETAILED GRADING	8/30/2024
C4.0	UTILITY PLAN	8/30/2024
C5.0	STORM PLAN & PROFILE	8/30/2024
C5.1	STORM PLAN & PROFILE	8/30/2024
C6.0	EROSION CONTROL PLAN	8/30/2024
C6.1	EROSION CONTROL PLAN	8/30/2024
C7.0	CIVIL DETAILS 1	8/30/2024
C7.1	CIVIL DETAILS 2	8/30/2024
C7.2	EROSION CONTROL DETAILS	8/30/2024
S-000	GENERAL STRUCTURAL NOTES	8/30/2024
S-001	LOADING PLANS	8/30/2024
S-010	TYPICAL FOUNDATION DETAILS	8/30/2024
S-011	TYPICAL MASONRY & LIGHTGAGE DETAILS	8/30/2024
S-012	TYPICAL STRUCTURAL STEEL DETAILS	8/30/2024
S-100	FOUNDATION PLAN	8/30/2024
S-200	MAIN FLOOR FRAMING PLAN	8/30/2024
S-201	ROOF FRAMING PLAN	8/30/2024
S-202	HIGH ROOF FRAMING PLAN	8/30/2024
S-300	FOUNDATION DETAILS	8/30/2024
S-301	FOUNDATION WALL SECTIONS	8/30/2024
S-311	PRECAST CONCRETE DETAILS	8/30/2024
S-410	FRAMING DETAILS	8/30/2024
S-411	FLOOR FRAMING DETAILS	8/30/2024
S-510	ROOF FRAMING DETAILS	8/30/2024