

## MEMORANDUM

To: Mr. Chuck Perry  
From: Mr. Mike Leitch  
Date: April 14, 2025  
Re: Leisure Park Walk-In Cooler Replacement

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### **SUBJECT**

Discussion, motion, and vote on motion, to approve or disapprove the contracts for the Leisure Park Walk-In Cooler Replacement to the lowest responsible bidder and to assign such construction contracts to Merak Group, and to approve or disapprove the amendment to the construction management contract establishing a new guaranteed maximum price (GMP) in the amount of \$, and to authorize the BAPS Director of Construction Services to approve or disapprove changes to the trade contracts within the GMP. All bidding was conducted pursuant to the Oklahoma Competitive Bidding Act. The cost to the District will be paid for with bond funds. M. Leitch

### **SUMMARY**

Bids were received and opened at 9:00AM, CST, Friday, April 11, 2025 at the Education Service Center.

### **FUNDING**

2023 Bond Funds

### **RECOMMENDATION**

Approve

Bid of \$300,000.00

# **AIA Document A133® – 2019 Exhibit A**

## **Guaranteed Maximum Price Amendment**

This Amendment dated the Eleventh day of April 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 10th day of February in the year 2025 (the "Agreement")

for the following **PROJECT**:

Leisure Park Walk-In  
4300 S Juniper Pl, Broken Arrow, OK 74011

### **THE OWNER:**

Broken Arrow Public Schools  
701 South Main St, Broken Arrow, OK 74012

### **THE CONSTRUCTION MANAGER:**

Merak Group LLC  
810 E Jackson Pl, Broken Arrow, OK 74012

### **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 Three Hundred Thousand Dollars and Zero Cent (\$ 300,00.00 ), 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.

### **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.

Reference Project Cost Breakdown

§ 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

Alt 1 – Receiving 101/Storage 103

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

**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.

*(Paragraphs deleted)*

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)*

☒ By the following date: 31 JUL 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:

Init.



§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:  
(List name, discipline, address, and other information.)

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

 4.11.25  
CONSTRUCTION MANAGER (Signature)

Travis Lalicker Principal – Business Development  
\_\_\_\_\_  
(Printed name and title)

Init.

## 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 09:47:32 CT on 04/11/2025.

### PAGE 1

This Amendment dated the Eleventh day of April 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 10th day of February in the year 2025 (the "Agreement")  
(In words, indicate day, month, and year.)

...

(Name and address or location)

Leisure Park Walk-In  
4300 S Juniper Pl, Broken Arrow, OK 74011

#### THE OWNER:

(Name, legal status, and address)

Broken Arrow Public Schools  
701 South Main St, Broken Arrow, OK 74012

...

(Name, legal status, and address)

Merak Group LLC  
810 E Jackson Pl, Broken Arrow, OK 74012

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three Hundred Thousand Dollars and Zero Cent (\$ 300,00.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

(Provide itemized statement below or reference an attachment.)

Reference Project Cost Breakdown

### PAGE 2

#### Item

#### Price

Alt 1 – Receiving 101/Storage 103

§ 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
<b>§ A.1.1.6</b> Unit prices, if any: <i>(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)</i>		
Item	Units and Limitations	Price per Unit (\$0.00)

...

[ ☒ ] 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.)

...

*(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: ☒ By the following date: 31 JUL 2025

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...

*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

...

*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

...

Other identifying information:

~~§ 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:

~~(Identify each allowance.)~~

...

Owner Contingency

\$11,065.00

...

~~(Identify each assumption and clarification.)~~

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Travis Lalicker, Principal – Business Development



## ***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 09:47:32 CT on 04/11/2025 under Order No. 4104251582 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



ITEM	QTY	UOM	UNIT COST	TOTAL
<b>General Conditions</b>				
<b>Dedicated Staffing</b>				
Project Manager	2	MO	\$ 9,692.00	\$ 19,384.00
Superintendent	2.5	MO	\$ 12,500.00	\$ 31,250.00
				\$ -
<b>Jobsite Facilities</b>				
General Mobilization/De-Mobilization	1	EA	\$ 1,000.00	\$ 1,000.00
Storage Connex	0	MO	\$ -	\$ -
				\$ -
<b>Transportation</b>				
Project Executive Vehicle/Fuel	3	MO	\$ 400.00	\$ 1,200.00
			<b>Sub Total</b>	<b>\$ 52,834.00</b>
<b>General Requirements</b>				
Site Safety/Barricades/Scaffolding	1	MO	\$ 250.00	\$ 250.00
Gen Liability/Professional Liability	1	MO	\$ 3,000.00	\$ 3,000.00
Testing & Inspections	1	LS	\$ 3,000.00	\$ 3,000.00
Waste Containers (Dumpsters)	5	EA	\$ 500.00	\$ 2,500.00
			<b>Sub Total</b>	<b>\$ 8,750.00</b>
<b>Division 02 - Site Work/Exterior Improvements</b>				
Demolition	1	LS	\$ 14,750.00	\$ 14,750.00
	0	EA	\$ -	\$ -
			<b>Sub Total</b>	<b>\$ 14,750.00</b>
<b>Division 03 - Concrete</b>				
<b>Exterior</b>				
Concrete	1	LS	\$ 6,200.00	\$ 6,200.00
			<b>Sub Total</b>	<b>\$ 6,200.00</b>
<b>Division 05 - Metals</b>				
Structural Steel	1	LS	\$ 5,800.00	\$ 5,800.00
			<b>Sub Total</b>	<b>\$ 5,800.00</b>
<b>Division 06 - Wood &amp; Plastics</b>				
Rough Carpentry	0	LS	\$ -	\$ -
			<b>Sub Total</b>	<b>\$ -</b>
<b>Division 07 - Thermal &amp; Moisture</b>				
Roofing	1	LS	\$ 38,000.00	\$ 38,000.00
	0	LS	\$ -	\$ -
Building Sealants/Caulking	1	LS	\$ -	\$ -
			<b>Sub Total</b>	<b>\$ 38,000.00</b>
<b>Division 08 - Openings</b>				
HM Doors	1	EA	\$ 3,960.00	\$ 4,316.40
HM Frames	1	EA	\$ -	\$ -
			<b>Sub Total</b>	<b>\$ 4,316.40</b>
<b>Division 09 - Finishes</b>				
Framing & Plywood	1	LS	\$ 2,725.00	\$ 2,725.00

0.051049603

0.021458138

0.020073742

0

0.13151762

0.014939017

Framing & Drywall	1	LS	\$ 3,677.00	\$	3,677.00
Painting	1	LS	\$ 1,550.00	\$	1,550.00
Cove Base Allowance	1	LS	\$ 300.00	\$	300.00
Sub Total				\$	8,252.00
Division 10 - Specialties					
Subt Total				\$	-
Division 11 - Equipment					
Walk-In Cooler	1	LS	\$ 107,380.00	\$	107,380.00
Sub Total				\$	107,380.00
Division 12 - Furnishings					
Sub Total				\$	-
Division 13 - Special Construction					
Sub Total				\$	-
Division 14 - Conveying Equipment					
Sub Total				\$	-
Division 15 & 16 - MEP					
Mechanical	1	LS	\$ 2,650.00	\$	2,650.00
Electrical	1	LS	\$ 21,100.00	\$	21,100.00
				\$	23,750.00
Sub Total				\$	270,032.40
OH&P 7%				\$	18,902.27
Total				\$	288,934.67
\$ /SF				\$	288,934.67
Contingency				\$	11,065.00
Total				\$	300,000.00

0.02856009

0.37