

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 7/8/2024

Contract/Agreement Vendor:
Name of Vendor & Contact Person

Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Reason/Audience to benefit

BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal **&/or** Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO
 If yes, Technology Admin:

Cabinet Team Member:

Funding Source:
Fund/Project
OCAS Coding

Consent

Action

Summary *This area must be complete with full explanation of contract*

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

MEMORANDUM

To: Mr. Chuck Perry
From: Mr. Larry Shackelford
Date: July 15, 2024
Re: Magnum Construction – GMP Amendment

SUBJECT

Discussion, motion, and vote on motion to approve or disapprove to award construction contracts for the BAHS Memorial Stadium Bleachers upgrade to the lowest responsible bidders and to assign such construction contracts to Magnum Construction and to approve or disapprove the amendment to the Construction Management contract establishing a new Guaranteed Maximum Price (GMP) in the amount of \$396,819.00 and to authorize the 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. M. Leitch

SUMMARY

Bidding was conducted pursuant to the Oklahoma Competitive Bidding Act on Friday, June 28th, 2024 at 1pm at Magnum Constructions Offices located at 2501 N. Hemlock Ct, Broken Arrow, OK 74012.

FUNDING

Bond Funds

RECOMMENDATION

Approve

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Third day of July in the year 2024, 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 Fifteenth 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)

BAHS Memorial Stadium Bleacher Upgrade
1901 E. Albany
Broken Arrow, OK 74012

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

Independent School District #3 of Tulsa County, Oklahoma
Broken Arrow Public Schools
701 S Main St
Broken Arrow, OK 74012

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

Magnum Construction, Inc.
PO Box 707
Broken Arrow, OK 74013

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 Ninety-Six Thousand Eight Hundred Nineteen Dollars (\$ 396,819.00),

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.

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.)

Bid Package #1: \$270,810.00
Bid Package #2: \$13,500.00
Bid Package #3: \$8,676.71
General Conditions & Requirements: \$39,321.29
Construction Manager's Fee – 7%: 23,262.00
Owner's Allowance: \$35,000.00
Construction Manager's Bond: \$6,249.00

§ 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
none	

§ 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
none		

§ 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)
none		

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: TBD

§ 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
none	

§ 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
none			

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

Section	Title	Date	Pages
none			

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

Number	Title	Date
A1	BAHS Site Plan	6/4/2024
A2	Kirkland Site Plan	6/4/2024
A3	Kirkland Fence Plan	6/4/2024
A4	BAHS Track Field Plan	6/4/2024
Detail A	Bleachers – Section	6/4/2024
Detail B	Concrete Sidewalk – Section	6/4/2024
Attachment A	Existing Tiger Statue	6/4/2024

§ A.3.1.4 The Sustainability Plan, if any:

Init.

(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
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Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Owner's Allowance	\$35,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

none

§ 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)

Steve Allen President of the Board of Education
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Clinton Redwine President
(Printed name and title)

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 15:31:56 ET on 07/03/2024.

PAGE 1

This Amendment dated the Third day of July in the year 2024, 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 Fifteenth day of April in the year 2024 (the "Agreement")

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PAGE 2

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Bid Package #2: \$13,500.00
Bid Package #3: \$8,676.71
General Conditions & Requirements: \$39,321.29
Construction Manager's Fee – 7%: 23,262.00
Owner's Allowance: \$35,000.00
Construction Manager's Bond: \$6,249.00

...

none

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none

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none

...

The date of execution of this Amendment.

PAGE 3

By the following date: TBD

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none

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none

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none

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<u>A1</u>	<u>BAHS Site Plan</u>	<u>6/4/2024</u>
<u>A2</u>	<u>Kirkland Site Plan</u>	<u>6/4/2024</u>
<u>A3</u>	<u>Kirkland Fence Plan</u>	<u>6/4/2024</u>
<u>A4</u>	<u>BAHS Track Field Plan</u>	<u>6/4/2024</u>
<u>Detail A</u>	<u>Bleachers – Section</u>	<u>6/4/2024</u>
<u>Detail B</u>	<u>Concrete Sidewalk – Section</u>	<u>6/4/2024</u>
<u>Attachment A</u>	<u>Existing Tiger Statue</u>	<u>6/4/2024</u>

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Owner's Allowance \$35,000.00

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none

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none

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none

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Steve Allen President of the Board of Education

Clinton Redwine President

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 15:31:56 ET on 07/03/2024 under Order No. 2114547525 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)