



# AIA<sup>®</sup> Document A133<sup>™</sup> – 2009

## **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

**AGREEMENT** made as of the **FIFTEENTH** day of **DECEMBER** in the year **2009**  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status and address)*

**PANGBURN SCHOOL DISTRICT**  
**1100 SHORT STREET**  
**PANGBURN, AR 72121**

and the Construction Manager:  
*(Name, legal status and address)*

**DELK CONSTRUCTION COMPANY**  
**PO BOX 1070**  
**505 EAST MARKET**  
**BALD KNOB, AR 72010**

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

**PANGBURN SCHOOL RE-ROOF PROJECT**  
**PANGBURN HIGH SCHOOL**  
**1100 SHORT STREET**  
**PANGBURN, AR 72121**

The Architect:  
*(Name, legal status and address)*

**LEWIS ARCHITECTS & ENGINEERS**  
**11225 HURON LANE, SUITE 104**  
**LITTLE ROCK, AR 72211**

The Owner's Designated Representative:  
*(Name, address and other information)*

**MR. JERROD WILLIAMS, SUPT.**  
**1100 SHORT STREET**  
**PANGBURN, AR 72020**

The Construction Manager's Designated Representative:  
*(Name, address and other information)*

### **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<sup>™</sup>-2007, 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.



**AIA**<sup>®</sup>

# Document A133<sup>™</sup> – 2009 Exhibit A

## Guaranteed Maximum Price Amendment

for the following PROJECT:

*(Name and address or location)*

**PANGBURN SCHOOL RE-ROOF PROJECT  
PANGBURN HIGH SCHOOL  
1100 SHORT STREET  
PANGBURN, AR 72121**

**THE OWNER:**

*(Name, legal status and address)*

**PANGBURN SCHOOL DISTRICT  
1100 SHORT STREET  
PANGBURN, AR 72121**

**THE CONSTRUCTION MANAGER:**

*(Name, legal status and address)*

**DELK CONSTRUCTION COMPANY  
PO BOX 1070  
505 EAST MARKET  
BALD KNOB, AR 72010**

### ARTICLE A.1

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 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 this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **THREE HUNDRED TWENTY-ONE THOUSAND AND 00/100 DOLLARS (\$ 321,000.00 )**, 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, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.  
*(Provide below or reference an attachment.)*

#### ATTACHMENT B LETTER DATED 12/12/2009

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)*

#### 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.

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**VALUE ENGINEERING ITEM DEDUCTIONS**

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price (\$0.00)
UTLITY REWORK ALLOWANCE	\$40,000.00

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:  
*(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)*

**ATTACHMENT A**

Section	Title	Date	Pages
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§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:  
*(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)*

Number	Title	Date
SHEET A1.1	ROOF PLAN	10/26/2009
SHEET A1.2	ALTERNATE ROOF PLAN	10/26/2009

§ A.1.1.9 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 Agreement.)*

**ATTACHMENT B – LETTER DATED 12/12/2009**

**ARTICLE A.2**

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

**APRIL 15, 2010**

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

**MR. JERROD WILLIAMS, SUPERINTENDENT**

**JACK DELK, VICE-PRESIDENT**

*(Printed name and title)*

*(Printed name and title)*

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## Delk Construction Company

PO Box 1070  
505 East Market  
Bald Knob, AR 72010

Phone: (501) 724-6291  
Fax: (501) 724-6515

December 12, 2009

Mr. Jerrod Williams  
Pangburn School District  
1100 Short Street  
Pangburn, AR 72121

Re: Pangburn School Re-Roof – ***“Guaranteed Maximum Pricing (GMP)”***  
Pangburn, AR

Mr. Williams:

We have taken the low bid (2 received) for the above referenced project along with and offer a “guaranteed maximum” price of ***Three Hundred Twenty-One Thousand Dollars (\$321,000.00)*** to complete the project as per plans and specifications. We have included a breakdown of project cost into “soft costs” and “hard costs”. As with the previous projects we have completed for the Beebe School District, the project savings are generated from the project soft costs.

**Hard Cost:**

Bid Package Total w / Value Engineering: \$ 268,219.00

**Soft Cost:**

Estimated Project CM Cost / Expenses:	\$ 1,768.00
Utility Re-Work Allowance:	40,000.00
Performance / Payment Bond:	4,739.00
Estimated CM Fee: (2%) <b><i>(Special Fee)</i></b>	6,274.00

**Total “Guaranteed Maximum Price”:** \$ 321,000.00

Please note that the “Utility Re-Work Allowance” above includes the estimated cost to relocate, abandon existing gas / electric piping located on roof of gym along with furnishing new curbs and reworking of the HVAC units mounted on the roof, removing and re-installing (higher) the wall mounted units on the east side of the gym along with removing existing windows and in-filling for proper flashing of new roof to wall.

We are submitting this proposal with a “special” discounted CM fee due to the nature of the project and the minimal amount of oversight and document preparation required. Please call our office if you have any questions.

**DELK CONSTRUCTION COMPANY**

*Jack Delk*

Jack Delk, Vice-President

cc: Steve Elliott - Lewis Elliott & Studer, Inc.