

**ADDENDUM TO STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER
(AIA DOCUMENT A133 – 2019)**

This Addendum is executed simultaneously with and constitutes a part of the Standard Form of Agreement between Owner and Construction Manager, AIA Document A133 (2019 Edition) dated September 10, 2024, hereinafter referred to as the "Agreement", by and between **INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA, a/k/a STILLWATER PUBLIC SCHOOLS** ("Owner") and **LAMBERT CONSTRUCTION COMPANY**. ("Construction Manager").

A. This Addendum modifies the above-referenced Agreement. Some modifications are not a complete substitution for the corresponding paragraph in the Agreement. In such instances, this Addendum and the Agreement must be read together to obtain the full intent of the parties. To the extent that there is a conflict, or that this Addendum alters requirements or obligations contained in the Agreement, the Addendum will control.

B. The following section numbers correspond to the numbered sections in the Agreement. If new material is added, the paragraph numbers for those provisions are numbered to be consistent with the format of the Agreement. If a paragraph number appearing in the Agreement does not appear in this Addendum, then no change to that paragraph has been made and the standard provision applies.

1.2 Substituted. The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change during the development of the Guaranteed Maximum Price.

3.1.11.2 Substituted. The Construction Manager shall develop bidders' interest in the Project. Trade Contractors and Suppliers shall be selected and contracts let in strict accordance with the provisions of the Public Competitive Bidding Act of 1974, Okla. Stat. tit. 61, §§ 101, et seq. (the "PCBA") and the Public Construction Management for Political Subdivisions Act, OKLA. STAT. tit. 61, §§ 215-217 (the "CM Act"). The Construction Manager represents and warrants to the Owner that: (1) the Construction Manager is recognized as a qualified construction manager by the Oklahoma Office of Management and Enterprise Services; (2) the Construction Manager has sufficient experience with the requirements of the PCBA and the CM Act to effectively and efficiently supervise the Project; (3) the Construction Manager will review all proposed contract documents, bidding materials, including bid notices, and bids received from potential Trade Contractors for compliance with the PCBA and CM Act; and (4) the Construction Manager will verify that all Work performed under the Contract Documents is performed in accordance with the provisions of the PCBA and CM Act. The Construction Manager may elect to self-perform portions of the Work provided that the Construction Manager competitively bids the Work under the same terms and conditions as other bidders and the Construction Manager is the lowest responsible bidder for that construction contract. Where applicable, all bids shall be made and received in accordance with the provisions of the PCBA and CM Act.

3.1.11.3 Deleted. This provision is deleted.

3.2.1 Substituted. After the award of the Trade Contracts by the Owner, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of all Trade Contracts, including contingencies and allowances described in Section 3.2.4, the General Conditions and the Construction Manager's fee.

3.2.2 Deleted. This provision is deleted.

3.2.4 Substituted. In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager may include a contingency reasonable in amount and approved by the Owner to account for unexpected costs which are considered a reimbursable and a part of the Cost of the Work but not included in the General Conditions. Any new Work or change in the scope of Work within any Trade Contract will be the subject of an approved Change Order.

3.2.6 Modified. Add the following provision: Upon acceptance of the Guaranteed Maximum Price proposal, the parties will execute an Amendment to this Agreement establishing the Guaranteed Maximum Price and the date for Substantial Completion of the Work. The Construction Manager shall then execute the Trade Contracts and issue a Notice to Proceed in accordance with the provisions of the CM Act.

3.2.9 Deleted. This provision is deleted.

3.3.1.2 Substituted. The Construction Phase shall commence upon the execution of a Guaranteed Maximum Price amendment by Owner and Construction Manager, and the Owner's issuance of a Notice to Proceed.

3.3.3 New. Supervision. Construction Manager shall provide a competent superintendent for the Project, approved by Owner, who shall serve at the Project site as the Construction Manager's designated representative responsible for layout, direction, coordination and sequencing of the Work, and all other required activities, for the duration of the Project (the "Project Manager"). The Construction Manager's Project Manager shall not be replaced except (i) due to his or her termination from Construction Manager's employment, or (ii) if Owner requests a replacement due to performance issues or to resolve incompatible working relationships. No new Project Manager shall be designated by the Construction Manager without the prior approval of the Owner.

4.1.2 Deleted. This provision is deleted.

4.2 Modified. Add the following: "The Owner's representative does not have the authority to approve Changes Orders or amend this Agreement. Such authority is reserved to the Owner's Board of Education."

5.2.2 Substituted. Interest shall accrue on amounts unpaid thirty (30) days after the due date at three-fourths (3/4) percent per month pursuant to the provisions of Section 113.3 of the PCBA.

6.1.1.1 New. The Construction Manager's certification for payment shall constitute a representation to the Owner, based upon the Construction Manager's review of the Work and onsite visits that, to the best of the Construction Manager's knowledge, information and reasonable belief, the Work has progressed to the point indicated and that the Work has been performed in a good and workmanlike manner in accordance with the Construction Documents and applicable laws and regulations. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to substantial completion and to specific qualifications expressed by the Construction Manager upon submission of the Certificate for Payment. The issuance of the Certificate for Payment shall further constitute a representation by the Construction Manager that the Contractor is entitled to payment in the amount certified.

7.1.1 Substituted. The term "Cost of the Work" shall mean the total of the final Contract Sums of all of the Trade Contracts, plus the General Conditions and all reimbursable expenses relating to the Construction Phase of the Project. The term "Cost of the Work" does not include the compensation of the Architect, the Architect's or Owner's consultants, the Construction Manager or the Construction Manager's consultants. The Cost of the Work shall include only those reimbursable expenses set forth in this Article 7 and not included in the General Conditions. At the time the Guaranteed Maximum Price is established, an amount for Project requirements and General Conditions, as agreed to by the Owner and Construction Manager, will be determined, together with the date for Substantial Completion of the Work, and will be set forth in Amendment No. 1. This sum for General Conditions will be billed and paid in equal monthly installments commencing with the calendar month next following the date of commencement of construction of the Project and concluding on the date established in Amendment No. 1 for Substantial Completion of the Work. Payments will be prorated for part of the calendar month at the commencement of construction and the calendar month during which Substantial Completion is to occur.

7.2 Substituted. LABOR COSTS. Wages of construction workers directly employed by the Construction Manager to perform any portion of the Work at the site, unless such work is included within bid packages competitively bid by the Construction Manager to be self-performed, and salaries of the Construction Manager's supervisory personnel whether or not stationed at the site and included as a part of the amount agreed to for General Conditions.

7.3 Substituted. TRADE CONTRACT AND SUBCONTRACT COSTS. Payments made by the Construction Manager to Trade Contractors or Subcontractors in accordance with the requirements of the Trade Contracts and Subcontracts and payments due to the Construction Manager for any self-performed portions of the Work.

7.6.1.1 Deleted. This provision is deleted.

7.6.1.2 Deleted. This provision is deleted.

7.6.2 Deleted. This provision is deleted.

7.6.9 Deleted. This provision is deleted.

7.6.10 Deleted. This provision is deleted.

7.7.3 Modified. Delete the phrase "or nonconforming".

7.7.4 Deleted. This provision is deleted.

7.9.10 New. Add the following provision: "Transportation expenses incurred for travel to and within the City of Stillwater, Oklahoma."

Article 9 Deleted. Article 9, Subcontracts and Other Agreements, is deleted in its entirety.

11.1.4 Substituted. Contractor shall provide written monthly reports with each Application for Payment. Monthly reports must include a summary of the progress of the Work, a detailed, updated, current Project schedule, a log containing a record of weather and any requests for an extension of the time for Substantial Completion based upon weather delays. These monthly reports are considered an integral part of each Application for Payment. No Application for Payment shall be considered received by Owner without inclusion of the monthly report.

11.2.4 Deleted. This provision is deleted.

11.3 Modified. Interest shall accrue on amounts unpaid thirty (30) days after the due date at three-fourths (3/4) percent per month pursuant to the provisions of Section 113.3 of the PCBA.

13.2.3 Deleted. This provision is deleted.

14.3.2.1 Deleted. This provision is deleted.

14.5.1 New. The Construction Manager shall not be required to furnish performance or defects bonds covering performance of the Contract except as required by the Act or as permitted by the Construction Management for Political Subdivisions Act and agreed by the Owner and Construction Manager. The Construction Manager shall furnish a payment or fidelity bond covering payment of Contractors, Subcontractors and other obligations arising under the Contract. The Construction Manager shall ensure that all bonds required by the Act from contractors be issued as dual obligee bonds in favor of the Owner and the Construction Manager.

15.2.7 Add. Amendment to AIA Document A133 of even date.

**INDEPENDENT SCHOOL DISTRICT NO.
16 OF PAYNE COUNTY, OKLAHOMA**

LAMBERT CONSTRUCTION COMPANY

By _____
President, Board of Education

"Owner"

By  _____
Mark Lambert, President

"Construction Manager"