

Bixby Board of Education Special Meeting
Thursday, April 21, 2022 Bixby Board of Education Special Meeting
Administrative Building 109 N. Armstrong Bixby, OK 74008
109 N Armstrong St
Bixby, OK 74008

Attendance Taken at 6:00 PM.

Justin Cheatham: Absent

Matt Dotson: Present

Tristy Fryer: Present

Julie Prox: Present

Amanda Stephens: Present

Present: 4, Absent: 1.

1. Call meeting to Order/Roll Call
2. As required by Sec. 311, Title 25 of the Oklahoma Statutes, notice is hereby given the Board Education of Independent School District No.4, Tulsa County, Oklahoma, will hold a Special Meeting on Thursday, April 21, 2022 at 6:00 p.m. at the BPS Administrative Center, 109 N. Armstrong, Bixby, OK.
3. Discussion, consideration, and vote to approve or not to approve the Guaranteed Maximum Price (GMP) for Amendment 1 (Base Bid) to the original contract between Bixby Schools and CMS Willowbrook for West Campus Classroom Expansion in the amount of \$1,626,525.00.

Approval of the Guaranteed Maximum Price (GMP) for Amendment 1 (Base Bid) to the original contract between Bixby Schools and CMS Willowbrook for West Campus Classroom Expansion in the amount of \$1,626,525.00. Passed with a motion by Julie Prox and a second by Tristy Fryer.

Justin
Cheatham: Absent

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie Prox: Yea

Amanda
Stephens: Yea

Yea: 4, Nay: 0, Absent: 1

4. Discussion, consideration, and vote to approve or not to approve the Guaranteed Maximum Price (GMP) for Amendment 1 between Bixby Schools and Nabholz Construction for the Bixby High School Academic Building Campus in the amount of \$2,054,422.00.

Approval of the Guaranteed Maximum Price (GMP) for Amendment 1 between Bixby Schools and Nabholz Construction for the Bixby High School Academic Building Campus in the amount of \$2,054,422.00. Passed with a motion by Matt Dotson and a second by Amanda Stephens.

Justin
Cheatham: Absent

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie Prox: Yea

Amanda
Stephens: Yea

Yea: 4, Nay: 0, Absent: 1

5. Discussion, consideration, and vote to approve or not to approve a contract for the sale of real estate to the City of Bixby at the appraised value of \$1,720,000.

Approval of a contract for the sale of real estate to the City of Bixby at the appraised value of \$1,720,000. Passed with a motion by Matt Dotson and a second by Julie Prox.

Justin
Cheatham: Absent

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie Prox: Yea

Amanda
Stephens: Yea

Yea: 4, Nay: 0, Absent: 1

6. Vote to Adjourn

At 6:13 p.m. approval to adjourn Passed with a motion by Julie Prox and a second by Amanda Stephens.

Justin
Cheatham: Absent

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie Prox: Yea

Amanda
Stephens: Yea

Yea: 4, Nay: 0, Absent: 1

President

Vice President

Clerk

Member

Member

AIA[®] Document A133[™] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 21st day of April in the year 2022, 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 March in the year 2022 (the "Agreement")
(In words, indicate day, month, and year.)

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

Amendment No.1 (Base Bid)

Bixby West Expansion
Early Bid Package
14901 S. Harvard Ave.
Bixby, OK 74008

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

Independent School District No. 4 of Tulsa County, Oklahoma
a/k/a Bixby Public Schools
109 N. Armstrong St.
Bixby, Oklahoma. 74008

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

CMSWillowbrook, Inc.
1637 S. Boston Ave.
Tulsa, Oklahoma, 74119

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.

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.

Init.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One Million Six Hundred Twenty-Six Thousand Five Hundred Twenty-Five Dollars and Zero Cents (\$ 1,626,525.00), 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.
(Provide itemized statement below or reference an attachment.)

See Exhibit A, Attachment No. 1 – Detail of Clarifications, Assumptions, Allowances

§ 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
N/A	

§ 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
N/A		

§ 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)
N/A		

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.

Init.

§ 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: September 15, 2023

§ 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:

Document	Title	Date	Pages
Specification Book	Project Manual	March 16, 2022	All
Addendum	No. 1	March 30, 2022	All
Addendum	No. 2	April 11, 2022	All
Addendum	No. 3	April 12, 2022	All

§ A.3.1.2 The following Specifications:

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

See Attachment No. 2 – Index of Documents and Drawings

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

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

See Attachment No. 2 – Index of Documents and Drawings

Number	Title	Date
--------	-------	------

§ 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
N/A		

Init.

Other identifying information:

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

Item	Price
------	-------

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

1. The bids have been solicited on the basis of award within 30 days.
2. This GMP is based on CM utilizing the Construction Managers cloud-based management software for project administration including the processing of submittals, RFIs, emails, etc.
3. This GMP is based on all awarded low bidders entering and executing a contract with CM upon GMP approval.
4. This GMP is based on Design team will provide necessary CAD files to CM for various shop drawings and submittals at no additional costs.
5. A CM contingency is not included in this GMP but will be included in the main project bid phase, which is forthcoming.
6. An Owner contingency is not included in the GMP.
7. General Conditions and Requirements are not included in this GMP but will be included in the main project bid phase, which is forthcoming.

§ 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.)

See Attachment No. 3 – Recommendation of Bids

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)
Rob Miller, Superintendent

(Printed name and title)



CONSTRUCTION MANAGER (Signature)
Weston DeHart, President

(Printed name and title)

BIXBY PUBLIC SCHOOLS
WEST ELEMENTARY AND INTERMEDIATE SCHOOLS
 Exhibit "A"
 SUMMARY OF FUNDS AS ISSUED TO CMSWILLOWBROOK
 (Includes all approved change orders)

	<u>DATE</u>	<u>AMOUNT</u>	<u>Extended Amount</u>
<u>Amendment No. 1 - Bixby West Expansion (Early Bid Package)</u>	4/21/2022		
GENERAL CONDITIONS		\$ -	
GENERAL REQUIREMENTS		\$ -	
Bid Package #1 Structural Steel - Bennett Steel, Inc.		\$ 1,341,700.00	
Bid Package #2 Roofing - CPR of Tulsa, Inc.		\$ 175,000.00	
CM Contingency		\$ -	
Payment Bonds		\$ 13,954.00	
Builders Risk Insurance		\$ 6,123.00	
General Liability Insurance		\$ 12,294.00	
CM Fee		\$ 77,454.00	
Total - Amendment No. 1		\$ 1,626,525.00	

INDEX OF DOCUMENTS AND DRAWINGS

SPECIFICATIONS, dated March 16, 2022, consisting of:

Table of Contents (TOC)

Construction Manager TOC consisting of: Division 0 – Contract and Bidding Documents

Architectural TOC consisting of: Division 1 through 12

Mechanical/Electrical Engineer TOC consisting of: Division 21 through 33

PLANS, dated March 16, 2022, consisting of:

INDEX TO DRAWINGS:

CODE STUDY

G002	CODE COMPLIANCE SHEET
G003	CODE COMPLIANCE SHEET
G004	CODE COMPLIANCE SHEET

CIVIL

C1.00	CIVIL SITE PLAN
C2.00	GRADING PLAN
C3.00	UTILITY PLAN
C4.00	EROSION CONTROL PLAN
C4.01	EROSION CONTROL DETAILS
C5.00	STANDARD DETAILS

ARCHITECTURAL SITE

AS100	ARCHITECTURAL SITE PLAN
-------	-------------------------

ARCHITECTURAL

AD101	ELEMENTARY DEMOLITION PLANS
AD102	INTERMEDIATE DEMOLITION PLAN
A101	OVERALL FIRST FLOOR PLAN
A102	OVERALL SECOND FLOOR PLAN
A103	INTERMEDIATE EXPANSION FIRST & SECOND FLOOR DIMENSION PLAN
A104	INTERMEDIATE EXPANSION FIRST & SECOND FLOOR REFERENCE PLAN
A105	ELEMENTARY EXPANSION FIRST & SECOND FLOOR DIMENSION PLAN
A106	ELEMENTARY EXPANSION FIRST & SECOND FLOOR REFERENCE PLAN
A112	INTERMEDIATE REFLECTED CEILING PLANS
A113	ELEMENTARY REFLECTED CEILING PLANS
A120	OVERALL ROOF PLAN
A121	PARTIAL ROOF PLANS
A131	INTERMEDIATE EXPANSION FINISH FLOOR PLANS
A132	ELEMENTARY ADDITION FINISH PLANS
A201	EXTERIOR ELEVATIONS
A202	ELEMENTARY ADDITION EXTERIOR ELEVATIONS
A203	INTERMEDIATE WING EXTERIOR ELEVATIONS
A210	BUILDING SECTIONS
A301	WALL SECTIONS
A302	WALL SECTIONS
A303	WALL SECTIONS
A401	ENLARGED RESTROOM PLANS
A402	ENLARGED STAIR PLANS AND SECTIONS

A411	INTERIOR ELEVATIONS
A412	INTERIOR ELEVATIONS
A501	ENLARGED PLAN DETAILS
A502	ENLARGED PLAN DETAILS
A511	SECTION DETAILS
A512	STAIR DETAILS
A521	INTERIOR DETAILS
A523	INTERIOR DETAILS
A601	PARTITION TYPES
A603	SIGNAGE TYPES AND SCHEDULE
A605	DOOR SCHEDULE
A606	WINDOW ELEVATIONS

STRUCTURAL

S001	GENERAL NOTES AND DESIGN LOADS
S002	WIND AND SNOW DIAGRAMS
S003	TYPICAL FRAMING DETAILS
S101	FOUNDATION PLANS
S102	INTERMEDIATE FLOOR AND ROOF FRAMING PLANS
S103	ELEMENTARY FLOOR AND ROOF FRAMING PLANS
S104	ROOF SCREEN WALL FRAMING PLANS
S301	BRACED FRAME ELEVATIONS
S401	FOUNDATION SECTIONS
S402	FOUNDATION SECTIONS
S501	FLOOR FRAMING SECTIONS
S502	FRAMING SECTIONS
S503	ENLARGED PLANS AND FRAMING SECTIONS
S504	FRAMING SECTIONS

MECHANICAL / PLUMBING

FP0.1	FIRE PROTECTION NOTES, LEGEND AND DETAILS
P0.1	PLUMBING NOTES AND SYMBOLS
P1.0	UTILITIES AND OVERALL PLUMBING PLAN
P1.1	ELEMENTARY SANITARY PLANS
P1.2	ELEMENTARY SUPPLY PLANS
P1.3	INTERMEDIATE SANITY PLANS
P1.4	INTERMEDIATE SUPPLY PLANS
P1.5	PLUMBING ROOF PLANS
P4.1	ELEMENTARY ENLARGED PLANS
P4.2	INTERMEDIATE ENLARGED PLANS
P5.1	PLUMBING EQUIPMENT DETAILS
P6.1	PLUMBING SCHEDULES
P9.1	PLUMBING WASTE AND VENT ISOMETRIC DIAGRAMS
P9.2	PLUMBING SUPPLY ISOMETRIC DIAGRAMS
M0.1	MECHANICAL NOTES AND SYMBOLS
M1.0	HVAC ZONING PLANS
M1.1	ELEMENTARY HVAC PLANS
M1.2	INTERMEDIATE HVAC PLANS
M1.5	OVERALL ROOF HVAC PLANS
M5.1	MECHANICAL DETAILS
M6.1	MECHANICAL SCHEDULES
M7.1	MECHANICAL CONTROLS DIAGRAM

ELECTRICAL

E0.1	ELECTRICAL NOTES AND LEGEND
E1.1	INTERMEDIATE WING EXPANSION – POWER PLAN

E1.2	ELEMENTARY WING EXPANSION – POWER PLAN
E2.1	INTERMEDIATE WING EXPANSION – LIGHTING PLAN
E2.2	ELEMENTARY WING EXPANSION – LIGHTING PLAN
E2.3	INTERMEDIATE WING EXPANSION – LIGHTING CONTROL SYSTEM PLAN
E2.4	ELEMENTARY WING EXPANSION – LIGHTING CONTROL SYSTEM PLAN
E3.1	INTERMEDIATE WING EXPANSION – MECHANICAL POWER PLAN
E3.2	ELEMENTARY WING EXPANSION – MECHANICAL POWER PLAN
E3.3	ROOF EXPANSION – MECHANICAL POWER PLAN
E4.1	FIRE ALARM NOTES AND DETAILS
E4.2	FIRST FLOOR INTERMEDIATE WING EXPANSION – FIRE ALARM PLAN
E4.3	FIRST FLOOR ELEMENTARY WING EXPANSION – FIRE ALARM PLAN
E5.1	FIRST FLOOR INTERMEDIATE WING EXPANSION – SYSTEMS PLAN
E5.2	FIRST FLOOR ELEMENTARY WING EXPANSION – SYSTEMS PLAN
E5.3	SYSTEMS RISER, NOTES AND DETAILS
E6.1	RISER DIAGRAM EXPANSION
E6.2	PANEL SCHEDULES EXPANSION
E6.3	PANEL SCHEDULES EXPANSION

ADDENDA

Addendum No. 1 dated March 30, 2022

31 plan sheets; AD102, A103, A104, A112, A113, A131, A132, A210, A401, A402, A411, A511, A512, A606, S102, S103, S503, S504, M1.1, M1.2, P1.2, P1.3, P1.4, P1.5, E1.1, E1.2, E2.1, E2.2, E3.2, E4.3, E5.2

Addendum No. 2 dated April 11, 2022

6 plan sheets; A210, A301, A303, A511, S104, S502

Addendum No. 3 dated April 12, 2022

1 plan sheet; A512

END OF SECTION

West
 Bixby ~~WET~~ Expansion
 Early Bid Package
 Bid Recommendations

Bid Recommendations (Base Bid)

Sealed bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM, on April 14, 2022 for the following:

BIDDERS NAME	BASE BID		TOTAL BID
BP #1 - STRUCTURAL STEEL (Mat'l & Erection)			
Bennett Steel, Inc.	\$ 1,341,700.00		\$ 1,341,700.00
Clint's Welding, LLC	\$ 1,610,753.00		\$ 1,610,753.00
Green Country Steel, LLC	\$ 1,612,970.00		\$ 1,612,970.00

RECOMMENDATION: Award the Base Bid to the low responsible bidder, Bennett Steel, Inc., for a total amount of \$1,341,700.00.

BP #2 - ROOFING			
CPR of Tulsa, Inc.	\$ 175,000.00		\$ 175,000.00
DP Byers Company, LLC	\$ 241,769.00		\$ 241,769.00
Oklahoma Roofing & Sheet Metal, LLC	\$ 289,000.00		\$ 289,000.00
Turner Roofing & Sheet Metal, Inc.	\$ 326,000.00		\$ 326,000.00

RECOMMENDATION: Award the Base Bid to the low responsible bidder, CPR of Tulsa, Inc., for a total amount of \$175,000.00.



To: Mr. Rob Miller
Bixby Public Schools

From: Joshua Rhea
Senior Project Manager, Nabholz Construction Corporation

Ref: Guaranteed Maximum Price Amendment #1 for Bixby Public Schools – Academic Building
Recommendation Letter

April 20, 2022

Dear Mr. Miller,

Bids for the Bixby Public Schools – Academic Building were received, and public read aloud in the Administration Building on Tuesday April 12, 2022 at 2:00pm. The bidding process was conducted in accordance with the Oklahoma Public Competitive Budding Act, 61. O.S. 1974, §101. Seven (7) bids were received for three (3) packages from Sub-Contractors. All recommended bidder's submission followed Bidding Requirements as defined in the Nabholz Construction Managers Manual.

Nabholz Construction Corporation recommends that all bid packages, noted as recommended, be accepted.

We have reviewed all bids and it is our recommendation that the identified bidders for each bid package be assigned to Nabholz Construction Corporation. It is our recommendation that a construction management contract be awarded to Nabholz Construction Corporation in the amount of **Two million, fifty-four thousand, four hundred and twenty-two dollars** (\$ 2,054,422.00). This amount includes monies for all recommended work covered in the bidding documents, project requirements, allowances, general conditions, general requirements, and a construction contingency. A cost breakdown sheet (Exhibit B) is included.

Thank You,

Joshua Rhea
Senior Project Manager

Attachments

Cc: GMP Amendment #1 Documents



AIA Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 20 day of April in the year 2022, 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 05 day of May in the year 2021 (the "Agreement")

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

for the following **PROJECT:**

(Name and address or location)

Bixby Public Schools
Academic Building
601 S Riverview Drive
Bixby, OK 74008

THE OWNER:

(Name, legal status, and address)

Bixby Public Schools
109 N Armstrong Street
Bixby, OK 74008

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Nabholz Construction Corporation
10319 E 54th Street
Tulsa, OK 74146

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.

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.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two million, fifty-four thousand, four hundred and twenty-two dollars(\$ 2,054,422.00), 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.
(Provide itemized statement below or reference an attachment.)

See Exhibit B

§ 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
NA	

§ 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
NA		

§ 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)
NA		

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:

Init.

(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: August 19th, 2022

§ 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:

Document	Title	Date	Pages
AIA Document A133 - 2019		05/05/2021	25

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

See Exhibit C

Section	Title	Date	Pages
---------	-------	------	-------

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

See Exhibit C

Number	Title	Date
--------	-------	------

§ 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:

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

Init.

Item	Price
Allowance #1 – Unforeseen Existing Conditions	\$25,000.00
Allowance #2 – Construction Fencing	\$8,000.00
Allowance #3 – Temporary Utilities	\$7,500.00
Allowance #4 – City Requirements	\$10,000.00

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

See Exhibit D

§ 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.)

See Exhibit C for CM Manual, CM Clarifications, and Addenda

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.)

- Ark Wrecking Company of Oklahoma – Demolition – 1800 S 49th W Ave, Tulsa, OK 74107
- Underground Enterprises, LLC – Electrical Infrastructure – 2626 W Skelly Drive, Tulsa, OK 74107
- Timber Wolf Excavating LLC – Site Utilities and Site Demolition – 520 N 45th Place, Broken Arrow, OK 74014

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

OWNER *(Signature)*
 Rob Miller, Superintendent of Schools
 Matt Dotson, Board of Education President

(Printed name and title)



CONSTRUCTION MANAGER *(Signature)*
 Michael Feamster, President – Southwest Operations

(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 11:27:48 ET on 04/20/2022.

PAGE 1

This Amendment dated the 20 day of April in the year ~~2021~~, 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 05 day of May in the year 2021 (the "Agreement")

...

(Name and address or location)

Bixby Public Schools
Academic Building
601 S Riverview Drive
Bixby, OK 74008

...

Bixby Public Schools
109 N Armstrong Street
Bixby, OK 74008

...

Nabholz Construction Corporation
10319 E 54th Street
Tulsa, OK 74146

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~(\$—Two million, fifty-four thousand, four hundred and twenty-two dollars(\$ 2,054,422.00)~~, subject to additions and deductions by Change Order as provided in the Contract Documents.

...

See Exhibit B

...

NA

...

NA

...

NA

...

PAGE 3 The date of execution of this Amendment.

By the following date: August 19th, 2022

...

AIA Document A133 - 2019 05/05/2021 25

...

See Exhibit C

...

See Exhibit C
PAGE 4

<u>Allowance #1 – Unforeseen Existing Conditions</u>	<u>\$25,000.00</u>
<u>Allowance #2 – Construction Fencing</u>	<u>\$8,000.00</u>
<u>Allowance #3 – Temporary Utilities</u>	<u>\$7,500.00</u>
<u>Allowance #4 – City Requirements</u>	<u>\$10,000.00</u>

...

See Exhibit D

...

See Exhibit C for CM Manual, CM Clarifications, and Addenda

...

Ark Wrecking Company of Oklahoma – Demolition – 1800 S 49th W Ave, Tulsa, OK 74107
Underground Enterprises, LLC – Electrical Infrastructure – 2626 W Skelly Drive, Tulsa, OK 74107
Timber Wolf Excavating LLC – Site Utilities and Site Demolition – 520 N 45th Place, Broken Arrow, OK 74014

...

Rob Miller, Superintendent of Schools
Matt Dotson, Board of Education President

Michael Feamster, President – Southwest Operations

Certification of Document's Authenticity

AIA® Document D401™ – 2003

MICHAEL FEAMSTER

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 11:27:48 ET on 04/20/2022 under Order No. 6551960194 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

PRESIDENT

(Title)

20 APRIL 2022

(Dated)

Standard Estimate Report
BPS Academic Building Exhibit B Financial Breakdown - GMP Amendment #1

4/20/2022 11:14 AM

Item	Description	Takeoff Qty	Labor		Material		Subcontract		Equipment	Other	Total		
			Unit Cost	Amount	Unit Cost	Amount	Amount	Name	Amount	Amount	Unit Cost	Amount	
01.00 BPS - Academic Building Exhibit B													
01-0000	General Conditions & Requirements												
0100	General Requirements & General Conditions	1.00	LS					-		<u>141,000</u>	141,000.00	/LS	<u>141,000</u>
	01-0000 General Conditions & Requirements									141,000			141,000
01-1000	Construction Allowances												
----	Allowance #1 - Unforeseen Existing Conditions	1.00	LS					25,000			25,000.00	/LS	25,000
----	Allowance #2 - Construction Fence	1.00	LS					8,000			8,000.00	/LS	8,000
----	Allowance #3 - Temporary Utilities	1.00	LS					7,500			7,500.00	/LS	7,500
----	Allowance #4 - City Requirements	1.00	LS					10,000			10,000.00	/LS	10,000
	01-1000 Construction Allowances							50,500					50,500
02-4100	Demolition												
n ----	Demolition	1.00	LS					26,810	Ark Wrecking		26,810.00	/LS	26,810
	02-4100 Demolition							26,810					26,810
26-0500	Electrical												
n	0100 Electrical	1.00	LS					431,000	Underground Enterprises		431,000.00	/LS	431,000
	26-0500 Electrical							431,000					431,000
32-4755	Earthwork												
n ----	Site Utilities and Site Demolition	1.00	LS					1,232,400	TimberWolf		1,232,400.00	/LS	1,232,400
	32-4755 Earthwork							1,232,400					1,232,400
01.00 BPS - Academic Building Exhibit B				0	0	1,740,710			0	141,000			1,881,710

Estimate Totals

Description	Amount	Totals	Rate	Cost per Unit	Percent of Total
Labor					
Material					
Subcontract	1,740,710				84.73%
Equipment					
Other	141,000				6.86%
Building Permit					
Permits		1,881,710			91.59%
General Liability	17,463		8.500 \$ /	#	0.85%
Builder's Risk	616		3.000 \$ /	1	0.03%
Total Insurance	18,079	1,899,789			0.88%
Performance Payment Bond	10,272				0.50%
	10,272	1,910,061			92.97%
CM Contingency	50,000		2.434 %		2.43%
Escalation Contingency					
	50,000	1,960,061			2.43%
Precon Services	43,000		2.093 %		2.09%
	43,000	2,003,061			2.09%
CM Fee	51,361		2.500 %		2.50%
Fee	51,361	2,054,422			2.50%
Total		2,054,422			100.00%

EXHIBIT C

Plans, Specifications, and Addenda

KKT Architects

Bixby Public Schools – Academic Building

Plans and Specifications dated March 7, 2022 – including General and Civil.

Geotechnical Engineering Report dated January 27, 2022

Construction Manager's Manual dated March 16, 2022

Addendum #1 dated March 25, 2022

Addendum #2 dated April 1, 2022

CM Clarification #1 dated March 16, 2022

CM Clarification #2 dated March 28, 2022

CM Clarification #3 dated April 5, 2022

CM Clarification #4 dated April 8, 2022

EXHIBIT D

Contract & Scope Clarifications

1. This GMP includes the Bid Packages for Bixby Public Schools – Academic Buildings as specifically shown in the referenced drawings in Exhibit A. This GMP Amendment also includes the General Conditions, General Requirements, and CM Allowances as outlined within the GMP Contract Amendment 1 Exhibit B Financial Breakdown. Additional General Conditions, General Requirements, and CM Allowances will be added in subsequent GMP Amendments, appropriate with the associated scope of work.
2. Sales tax is excluded.
3. Permit fees have been excluded. It is our understanding that the City of Bixby will not be charging permit fees on this project.
4. Third party testing costs have been excluded. We will coordinate service per specification section 014000 1.6B.
5. Any work implied by the note “Refer to Electrical” is excluded as electrical drawings were not issued in the documents.
6. All work and cost associated with burying the powerlines is excluded. It is our understanding this is by OG&E complete. This GMP includes the underground infrastructure for the secondary power shown in the documents.
7. The electrical infrastructure (conduit, pull boxes, manholes) were bid in accordance with the documents issued. The awarded bidder is not a licensed electrical contractor and additional costs may be incurred if an electrical permit for this scope of work is required due to documents issued in the future.
8. Costs for water, sewer, and electric power service for construction usage are not included. Per 015000 1.3, these services can be used for construction from the existing systems “without metering and without payment of use charges”.
9. City, State, Special Testing, and Inspections, as well as all Design or Soft costs are excluded. These may include, but not be limited to the following: Architectural, Engineering, Civil, and other design consultant’s fees and design, Geotechnical Investigation, Special Testing and Inspections, Asbestos Remediation, Furniture, Fixtures, Equipment, Technology, Owner’s Insurance, Errors and Omissions Insurance, or Offsite Utility costs.
10. Substantial completion is subject to change if caused by factors outside of Nabholz’ responsibility.
11. Similar to all allowances, this GMP Amendment includes an allowance of \$25,000 for Unforeseen Existing Conditions. Additional or other funds may be needed if cost for these conditions is beyond the amount included.
12. Nabholz shall locate all existing utilities but shall not be responsible for any unforeseen conditions. Any utility relocations required due to existing conditions that are not shown on the Construction Documents shall be considered unforeseen conditions.
13. Site or building remediation, other than what is specified by the Geotechnical Report and NESHAP Inspection, have been excluded. Nabholz excludes all remediation associated to any potential underground appurtenances and associated soil removal, as well as asbestos, lead or any other material requiring remediation.
14. Nabholz has included all elements of the Construction Documents unless clarified or agreed elsewhere within this GMP Amendment 1, or the Prime Contract. Should there be any missing elements not detailed or drawn, but intended, there may be cost and time impact.

RECEIPT AND CONTRACT FOR SALE OF REAL ESTATE

THIS REAL ESTATE CONTRACT (the “Contract”) is made and entered into on this **14th day of April, 2022**, by and between the **Bixby Public Schools, Independent School District Number 4, Tulsa County, Oklahoma**, (hereinafter collectively referred to as “Seller”), and **City of Bixby, Oklahoma, a Municipal Corporation**, (hereinafter referred to as “Buyer”) upon the terms and conditions set forth herein.

Seller is the owner of platted properties within the City of Bixby, Oklahoma, and desires to sell and convey these properties to the City of Bixby, Oklahoma. Bixby desires to buy and acquire title to the subject properties.

The description of the property which is the subject to purchase under this agreement is as follows:

West 50 feet of Lot One (1) and Lots Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and the North 60° West 14’ of Lot Ten (10), Block Twenty (20), Midland Addition to the Town of Bixby, State of Oklahoma, according to the Recorded Plat thereof and,

Lots One (1), Two (2), Three (3) and Four (4), Block Twenty-one (21), Midland Addition, to the Town of Bixby, State of Oklahoma, according to the Recorded Plat thereof.

1. **Purchase Price and Terms.** Buyer agrees to pay as monetary consideration the sum of **ONE MILLION SEVEN HUNDRED TWENTY THOUSAND and 00/100 DOLLARS (\$1,720,000.00)**. As additional consideration, Buyer grants to Seller the right of occupancy for continuing administration purposes that portion of the property identified as Lots 7, 8, 9, Block 20. It is anticipated that such occupancy is anticipated to continue until
 - a. **June 30, 2023 for Lots One (1), Two (2), Three (3) and Four (4), Block Twenty-one (21), Midland Addition.**
 - b. **June 30, 2023 for West 50 feet of Lot One (1) and Lots Two (2), Three (3), Four (4), Five (5), Six (6), Block Twenty (20), Midland Addition**
 - c. **June 30, 2024 for Lots Seven (7), Eight (8), Nine (9) and the North 60° West 14’ of Lot Ten (10), Block Twenty (20), Midland Addition**

Seller shall pay to Buyer a monthly rental payment of **ONE and 00/100 DOLLAR (\$1.00)**, during occupancy and use of the property, and pro rata cost of utilities and insurance.

2. **Marketable Title.** Seller shall provide to Buyer within fifteen (15) days from date of execution of this agreement current abstract(s) of title certifying good and merchantable title. Buyer shall have ten (10) days to have abstracts examined and obtain a title opinion.

3. **Title Issues.** In the event of title issues affecting marketability the Seller shall have thirty (30) days to correct and/or cure such a title issues. The parties, upon mutual agreement, may extend such curative time as may be necessary.
4. **Property Inspections.** Buyer shall have ten (10) days after execution of this agreement to complete any structural, inspections, and reviews of the subject property. Upon notice to Seller, Seller shall have fourteen (14) days to cure, repair, or correct valid deficiencies as determined by inspection.
5. **Buyer's Right to Enter Property.** Buyer, at Buyer's option, may conduct an on-site survey to assure boundary compliance and absence of encroachments affecting title. The parties agree that should such encumbrances be discovered, Buyer shall have reasonable time to cure such encumbrances as may be mutually agreed. Buyer shall have complete and unrestricted access to the property following execution of this agreement providing such access and inspection does not interfere or disrupt activities of Seller.
6. **Closing.** Closing shall be conducted within the thirty (30) days from date of execution of this agreement but may be extended to provide either party necessary additional time to cure deficiencies as may be determined necessary.
7. **Deed.** Seller shall convey to Buyer, at closing, title by Special Warranty Deed.
8. **Brokerage Commissions.** Neither party is represented by a real estate broker or agent and neither party shall be liable for such fees and cost as may be incurred by the other. The parties agree that each respective party shall incur cost as alluded to herein and that closing cost shall be divided equally. This transaction is a tax exempt conveyance by public entities and is acknowledged by both parties.

THE PARTIES HERETO have executed this Contract upon the date set opposite each signature. The latter of these dates is the Contract Date:

Attestation:

City Clerk

Date: _____

Attestation:

Secretary, Bixby Public Schools

Date: _____

BUYER:
City of Bixby, Oklahoma, a Municipal Corporation

By: _____
Brian Guthrie, Mayor

SELLER:
Bixby Public Schools, Independent School
District Number 4, Tulsa County, Oklahoma

By: _____
Rob Miller, Superintendent