

Bixby Board of Education Special Meeting
Thursday, June 23, 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: Present

Matt Dotson: Present

Tristy Fryer: Present

Julie Prox: Present

Amanda Stephens: Present

Present: 5.

1. As required by Sec. 311, Title 25 of the Oklahoma Statutes, notice is hereby given the Board of Education of Independent School District No.4, Tulsa County, Oklahoma, will hold a Special Meeting on Thursday, June 23, 2022 at 6:00 p.m. at the BPS Administrative Center, 109 N. Armstrong, Bixby, OK.
2. Call meeting to Order/Roll Call
3. Presentation of Bridge The Gap donation to Bixby Public Schools.
4. Discussion, consideration and vote to approve or not to approve the request from the high school varsity volleyball team to participate in the University of North Texas team camp in Denton, Texas from July 10 through July 13, 2022.

Approve Passed with a motion by Matt Dotson and a second by Justin Cheatham.

Justin
Cheatham: Yea

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie Prox: Yea

Amanda
Stephens: Yea

Yea: 5, Nay: 0

5. Vote to approve or not approve Amendment No. 2 Bixby West Expansion to the Guaranteed Maximum Price contract between Bixby Schools and CMS Willowbrook for construction management services. Expenditures are to be paid from 2022 bond issue proceeds.

Approval of Passed with a motion by Matt Dotson and a second by Amanda Stephens.

Justin
Cheatham: Yea

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie Prox: Yea

Amanda
Stephens: Yea

Yea: 5, Nay: 0

6. Vote to approve or not approve the Guaranteed Maximum Price contract for construction management services between Bixby Schools and Nabholz Construction for the Bixby High School Academic Building Phase II. Expenditures are to be paid from 2022 bond issue proceeds.

Approval of Passed with a motion by Matt Dotson and a second by Tristy Fryer.

Justin
Cheatham: Yea

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie Prox: Yea

Amanda
Stephens: Yea

Yea: 5, Nay: 0

7. Vote to approve or not approve the Guaranteed Maximum Price contract for construction management services between Bixby Schools and Nabholz Construction for the High School Stadium Upgrade project. Expenditures are to be paid from 2022 bond issue proceeds.

Approval of Passed with a motion by Matt Dotson and a second by Julie Prox.

Justin
Cheatham: Yea

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie Prox: Yea

Amanda
Stephens: Yea

Yea: 5, Nay: 0

8. Discussion, consideration and vote to approve or not to approve the 2021-2022 Encumbrances.

Approval of Passed with a motion by Matt Dotson and a second by Amanda Stephens.

Justin
Cheatham: Yea

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie Prox: Yea

Amanda
Stephens: Yea

Yea: 5, Nay: 0

9. Report on End-of-Year Revenue and Expenditures. Discussion only. No action required by the Board of Education.
10. Vote to Adjourn

President

Vice President

Clerk

Member

Member

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

Guaranteed Maximum Price Amendment

This Amendment dated the 23rd day of June 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.2 (Base Bid)

Bixby West Expansion
14901 S. Harvard Ave.
Bixby, OK 74008

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

Independent School District No. 4 of Tulsa County, Oklahoma
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.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Seven Million Three Hundred Four Thousand One Hundred Twenty-Seven Dollars and Forty-Five Cents (\$7,304,127.45) 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
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
Alternates NOT included in the GMP and will expire Friday, July 1, 2022 are:		
Alternate No. 1: Add bi-polar ionization to VAV's	\$57,356.00	Expires July 1, 2022
Alternate No. 2: Provide controls equipment to integrate into existing equipment.	\$501,060.00	Expires July 1, 2022

§ 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)
Unit Price No. 1: Unsuitable Soil Removal & Replacement		
BP 4: Earthwork	Per c/y	\$20.00
BP 5: Site Utilities	Per c/y	\$45.00
BP 6: Concrete	Per c/y	\$40.00
Unit Price No. 2: Rock Removal		
BP 4: Earthwork	Per c/y	\$50.00
BP 5: Site Utilities	Per c/y	\$75.00
BP 6: Concrete	Per c/y	\$300.00

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:

Init.

(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: 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
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§ 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
Addendum	No. 4	May 17, 2022	All
Addendum	No. 5	May 20, 2022	All
Addendum	No. 6	May 23, 2022	All
Addendum	No. 7	May 25, 2022	All
Addendum	No. 8	May 27, 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
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§ 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

Init.

Number	Title	Date
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§ 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		

Other identifying information:

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

Item	Price
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§ 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 based on 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 included in the GMP. This contingency is intended to cover the scope of work, including but not limited to events such as listed below:
 - a. Unforeseen and/or unknown field conditions, as practical to keep schedule. Terms as stated in AIA-A201 – 3.7.4 Concealed or Unknown Conditions still apply.
 - b. Mitigation of weather impact, such as abnormal inclement weather.
 - c. Losses, expenses, or damages not covered by insurance, including any deductible amount.
 - d. Subcontractor failures not covered by a subcontractor performance and payment bond.
 - e. Increases in quantity or quality, which should have been reasonably inferable from the Contract documents but not specifically shown therein.
 - f. Items not properly coordinated or left out of the Bid Package scope of work.
 - g. Underestimating.
 - h. Schedule acceleration and overtime including unexcused schedule delays due to subcontractor work, performance, or schedule.
6. An Owner contingency is not included in the GMP.
7. General Conditions and Requirements amount is a lump sum and shall be billed on an equivalent monthly basis throughout project duration, beginning in July 2022.

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§ 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
See Attachment No. 4 – Bid Qualifications

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)

Init.

BID PACKAGE	DESCRIPTION	Base Bid	Alt. 1 - Bi-polar Ionization	Alt. 2 - Controls	TOTAL (Base Bid only)	CONTRACTOR	NOTES
1	General Requirements	\$ 314,820.00	\$ -	\$ -	\$ 314,820.00		
2	General Conditions	\$ 541,550.00	\$ -	\$ -	\$ 541,550.00	Previously Bid	
3	Structural Steel (Previously Bid)	\$ -	\$ -	\$ -	\$ -	Previously Bid	
4	Roofing (Previously Bid)	\$ -	\$ -	\$ -	\$ -		
5	Demolition	\$ 48,900.00	\$ -	\$ -	\$ 48,900.00	ARK Wrecking Co.	
6	Earthwork	\$ 129,871.00	\$ -	\$ -	\$ 129,871.00	266 & Co., LLC	
7	Site Utilities	\$ 71,500.00	\$ -	\$ -	\$ 71,500.00	Unified Contractors, LLC	
8	Concrete	\$ 435,000.00	\$ -	\$ -	\$ 435,000.00	Contech, Inc.	
9	Masonry	\$ 457,500.00	\$ -	\$ -	\$ 457,500.00	The Masonry Crew	
10	Rough Carpentry	\$ 20,455.13	\$ -	\$ -	\$ 20,455.13	S&A Installation	
11	Waterproofing & Sealants	\$ 49,970.00	\$ -	\$ -	\$ 49,970.00	CMH Weatherguard	
12	Metal Wall Panels (Rebid)	\$ 366,000.00	\$ -	\$ -	\$ 366,000.00	Allowance	#1
13	Millwork	\$ 256,430.00	\$ -	\$ -	\$ 256,430.00	Lakewood Cabinetry, Inc.	
14	Doors, Frames & Hardware	\$ 71,000.00	\$ -	\$ -	\$ 71,000.00	Builders Supply, Inc.	
15	Aluminum Framing & Glazing	\$ 190,000.00	\$ -	\$ -	\$ 190,000.00	Colter & Company	
16	Framing, Drywall & Ceilings	\$ 730,100.00	\$ -	\$ -	\$ 730,100.00	Willjo Interiors, Inc.	
17	Tile, Carpet & Vinyl Flooring (Rebid)	\$ 359,922.00	\$ -	\$ -	\$ 359,922.00	Allowance	#1
18	Paint	\$ 55,857.00	\$ -	\$ -	\$ 55,857.00	PT Enterprises, LLC	
19	Specialties	\$ -	\$ -	\$ -	\$ -		
20	Visual Display Boards	\$ 14,480.00	\$ -	\$ -	\$ 14,480.00	Nelson Adams NACO, Inc.	
21	Plastic Toilet Compartments	\$ 19,093.00	\$ -	\$ -	\$ 19,093.00	Werco Building Specialties, Inc.	
22	Toilet Accessories	\$ 4,818.00	\$ -	\$ -	\$ 4,818.00	Werco Building Specialties, Inc.	
23	Fire Protection Specialties	\$ 2,200.00	\$ -	\$ -	\$ 2,200.00	Builders Supply, Inc.	
24	Metal Lockers	\$ 22,210.00	\$ -	\$ -	\$ 22,210.00	Murray Womble Co.	
25	Signage (Rebid)	\$ 15,166.32	\$ -	\$ -	\$ 15,166.32	Allowance	#1
26	Window Treatments	\$ 7,335.00	\$ -	\$ -	\$ 7,335.00	Contract Drapery & Blind, Inc.	
27	Fire Suppression	\$ 82,877.00	\$ -	\$ -	\$ 82,877.00	Frazier Fire, LLC	#3
28	Plumbing	\$ 474,000.00	\$ -	\$ -	\$ 474,000.00	Midwest Mechanical, Inc.	
29	HVAC	\$ 1,007,255.00	\$ 46,543.00	\$ 445,478.00	\$ 1,007,255.00	Air Comfort, Inc.	
30	Electrical	\$ 486,200.00	\$ 4,450.00	\$ -	\$ 486,200.00	Collins Electric Company	
31	Allowance - Patch/Repair Paving	\$ 22,000.00	\$ -	\$ -	\$ 22,000.00		#1
32	Allowance - Protect/Repair Existing	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00		#1
33	Allowance - MEP	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00		#1
34	Allowance - Misc. Steel	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00		#1
35	Allowance - Temp. Partitions	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00		#1
36	Allowance - Landscaping/Sod	\$ 43,000.00	\$ -	\$ -	\$ 43,000.00		#1
37	Allowance - Stair Tower	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00		#1
38	Allowance - Earthwork	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00		#1, #5
						Bid Recommendations	#2
	Subtotal	\$ 6,424,609.45	\$ 50,983.00	\$ 445,478.00	\$ 6,424,609.45		
	CM Contingency	\$ 393,981.00	\$ 2,550.00	\$ 22,274.00	\$ 393,981.00		
	Bonds	\$ 59,663.00	\$ 469.00	\$ 4,093.00	\$ 59,663.00		
	Builders Risk Insurance	\$ 26,137.00	\$ 205.00	\$ 1,793.00	\$ 26,137.00		
	General Liability Insurance	\$ 51,921.00	\$ 408.00	\$ 3,562.00	\$ 51,921.00		
	Subtotal	\$ 6,956,311.45	\$ 54,625.00	\$ 477,200.00	\$ 6,956,311.45		
	CM Fee	\$ 347,816.00	\$ 2,731.00	\$ 23,860.00	\$ 347,816.00		
	TOTAL ESTIMATED CONSTRUCTION COST	\$ 7,304,127.45	\$ 57,356.00	\$ 501,060.00	\$ 7,304,127.45	<<< GIMP	#4

Note #1: Final costs that are under/over this allowance will increase/decrease the CM's contingency amount. Any remaining portion of the CM's contingency will be returned to the Owner by a deduct change order at the end of the project.

Note #2: The bids have been solicited on the basis of award within 30 days.

Note #3: Bid Qualifications.

Note #4: This GMP excludes A/E fee, Civil Engineering fee, Owners Contingency, FF&E, audio/visual, sales tax, items provided by Owner, any requirements by the Authority Having Jurisdiction that are not specifically depicted or indicated on the Contract Documents, temporary and permanent utility cost during construction to start-up and occupy the building.

Note #5: As a risk management decision, we are carrying an allowance for Earthwork.

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	\$ 1,626,525.00
<u>Amendment No. 2 - Bixby West Expansion</u>			
GENERAL CONDITIONS	\$	314,920.00	
GENERAL REQUIREMENTS	\$	541,550.00	
Bid Package #3 Demolition - ARK Wrecking Co.	\$	48,900.00	
Bid Package #4 Earthwork - 266 & Co., LLC	\$	129,871.00	
Bid Package #5 Site Utilities - Unified Contractors, LLC	\$	71,500.00	
Bid Package #6 Concrete - Contech, Inc.	\$	435,000.00	
Bid Package #7 Masonry - The Drywall Crew, LLC	\$	457,500.00	
Bid Package #8 Rough Carpentry - S&A Installation	\$	20,455.13	
Bid Package #9 Waterproofing & Sealants - CMH Weatherguard	\$	49,970.00	
Bid Package #10 Metal Wall Panels (Rebid) - Allowance	\$	366,000.00	
Bid Package #11 Millwork - Lakewood Cabinetry, Inc.	\$	256,430.00	
Bid Package #12 Doors, Frames & Hardware - Builders Supply, Inc.	\$	71,000.00	
Bid Package #13 Aluminum Framing & Glazing - Colter & Company	\$	190,000.00	
Bid Package #14 Framing, Drywall & Ceilings - WilJo Interiors, inc.	\$	730,100.00	
Bid Package #15 Tile, Carpet & Vinyl Flooring (Rebid) - Allowance	\$	359,922.00	
Bid Package #16 Paint - PT Enterprises, LLC	\$	55,857.00	
Bid Package #17 Specialties (Visual Display Boads) - Nelson Adams	\$	14,480.00	
Bid Package #17 Specialties (Plastic Toilet Comp.) - Werco Building Specialties	\$	19,093.00	
Bid Package #17 Specialties (Toilet Acces.) - Werco Building Specialties	\$	4,818.00	
Bid Package #17 Specialties (Fire Protection Spec.) - Builders Supply, Inc.	\$	2,200.00	
Bid Package #17 Specialties (Metal Lockers) - Murray Womble	\$	22,210.00	
Bid Package #18 Signage (Rebid) - Allowance	\$	15,166.32	
Bid Package #19 Window Treatments - Contract Drapery & Blind	\$	7,335.00	
Bid Package #20 Fire Suppression - Frazier Fire, LLC	\$	82,877.00	
Bid Package #21 Plumbing - Midwest Mechanical, Inc.	\$	474,000.00	
Bid Package #22 HVAC - Air Comfort, Inc.	\$	1,007,255.00	
Bid Package #23 Electrical - Collins Electric Co.	\$	486,200.00	
Allowance - Patch/Repair Paving	\$	22,000.00	
Allowance - Protect/Repair Existing	\$	40,000.00	
Allowance - MEP	\$	20,000.00	
Allowance - Misc. Steel	\$	7,000.00	
Allowance - Temp. Partitions	\$	10,000.00	
Allowance - Landscaping/Sod	\$	43,000.00	
Allowance - Stair Tower	\$	8,000.00	
Allowance - Earthwork	\$	40,000.00	
CM Contingency	\$	393,981.00	
Payment Bonds	\$	59,663.00	
Builders Risk Insurance	\$	26,137.00	
General Liability Insurance	\$	51,921.00	
CM Fee	\$	347,816.00	
Total - Amendment No. 2	\$	7,304,127.45	\$ 8,930,652.45

Bixby Public Schools Bixby West Expansion Attachment No. 2

Index of Documents and Drawings

INDEX OF DOCUMENTS AND DRAWINGS

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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

Addendum No. 4 dated May 17, 2022

6 plan sheets; AD101, A121, A511, A512, M6.1, M7.1,

Addendum No. 5 dated May 20, 2022

Addendum No. 6 dated May 23, 2022

7 plan sheets; A103, A104, A121, A211, A411, A502, A605,

Addendum No. 7 dated May 25, 2022

1 plan sheet; C3.00

Addendum No. 8 dated May 27, 2022

END OF SECTION

Bixby Public Schools Bixby West Expansion Attachment No. 3

Recommendation of Bids

Bixby West Expansion
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 June 1, 2022 for the following:

BIDDERS NAME	BASE BID	Alternate #1: ADD Bi-Polar Ionization	Alternate #2: Provide Controls Equip.	TOTAL BID
BP #3 - DEMOLITION				
ARK Wrecking Co.	\$ 48,900.00			\$ 48,900.00

RECOMMENDATION: Award the Base Bid to the low responsible bidder, ARK Wrecking Co., for a total amount of \$48,900.00.

BP #4 - EARTHWORK				
266 & Co., LLC	\$ 129,871.00			\$ 129,871.00
Nabholz Construction Services	\$ 211,642.00			\$ 211,642.00
Barnes Construction Solutions, Inc.	\$ 227,720.00			\$ 227,720.00
Contech, Inc.	\$ 305,000.00			\$ 305,000.00
Timber Wolf Excavating, LLC	\$ 471,690.00			\$ 471,690.00

RECOMMENDATION: Award the Base Bid and all unit prices to the low bidder, 266 & Co., LLC, for a total amount of \$129,871.00. As a risk management decision, the cost report reflects an allowance of \$40,000.00 pending completion of this bid package.

BP #5 - UTILITIES				
Unified Contractors, LLC	\$ 71,500.00			\$ 71,500.00
Barnes Construction Solutions, Inc.	\$ 99,270.00			\$ 99,270.00
Young Contracting, LLC	\$ 202,300.00			\$ 202,300.00

RECOMMENDATION: Award the Base Bid and all unit prices to the low responsible bidder, Unified Contractors, LLC, for a total amount of \$71,500.00.

BP #6 - CONCRETE				
Contech, Inc.	\$ 435,000.00			\$ 435,000.00
Barnes Construction Solutions, Inc.	\$ 477,720.00			\$ 477,720.00
Timber Wolf Excavating, LLC	\$ 551,079.00			\$ 551,079.00

RECOMMENDATION: Award the Base Bid and all unit prices to the low responsible bidder, Contech, Inc., for a total amount of \$435,000.00.

Unit Prices

Unit Price No. 1: Soil Removal & Replacement		\$ per cubic yard
--	--	-------------------

BP #4: Earthwork

266 & Co.	\$	20.00
Nabholz Construction Corporation	\$	56.00
Barnes Construction Solutions, Inc.	\$	40.00
Contech, Inc.	\$	40.00
Timber Wolf Excavating, LLC	\$	48.00

BP #5: Site Utilities

Unified Contractors, LLC	\$	45.00
Barnes Construction Solutions, Inc.	\$	40.00
Young Contracting, LLC		N/A

BP #6: Concrete

Contech, Inc.	\$	40.00
Barnes Construction Solutions, Inc.	\$	40.00

Unit Price No. 2: Rock Removal		\$ per cubic yard
--------------------------------	--	-------------------

BP #4: Earthwork

266 & Co.	\$	50.00
Nabholz Construction Corporation	\$	225.00
Barnes Construction Solutions, Inc.	\$	125.00
Contech, Inc.	\$	300.00
Timber Wolf Excavating, LLC	\$	140.00

BP #5: Site Utilities

Unified Contractors, LLC	\$	75.00
Barnes Construction Solutions, Inc.	\$	125.00
Young Contracting, LLC	\$	200.00

BP #6: Concrete

Contech, Inc.	\$	300.00
Barnes Construction Solutions, Inc.	\$	125.00

Bixby West Expansion
Bid Recommendations

BIDDERS NAME	BASE BID	Alternate #1: ADD Bi-Polar Ionization	Alternate #2: Provide Controls Equip.	TOTAL BID
BP #7 - MASONRY				
Forza Construction Services, LLC	\$ 349,900.00			\$ 349,900.00
The Drywall Crew, LLC dba The Masonry Crew	\$ 457,500.00			\$ 457,500.00
Brazeal Masonry, Inc.	\$ 464,000.00			\$ 464,000.00
DMG Masonry	\$ 540,703.00			\$ 540,703.00
<p>RECOMMENDATION: The apparent low bidder, Forza Construction Services, LLC, has admitted an error in the preparation of their bid and respectfully request their bid be set aside in favor of the second low bid. (See attached). Therefore, we recommend to Award the Base Bid to the low responsible bidder, The Drywall Crew, LLC dba The Masonry Crew for a total amount of \$457,500.00.</p>				
BP #8 - ROUGH CARPENTRY				
S&A Installation	\$ 20,455.13			\$ 20,455.13
Talon Commercial Services	\$ 21,295.00			\$ 21,295.00
Red Mountain Company	\$ 33,600.00			\$ 33,600.00
<p>RECOMMENDATION: Award the Base Bid to the low responsible bidder, S&A Installation, for a total amount of \$20,455.13.</p>				
BP #9 - WATERPROOFING & SEALANTS				
CHM Weatherguard	\$ 49,970.00			\$ 49,970.00
Oklahoma Roofing & Sheet Metal, LLC	\$ 76,978.00			\$ 76,978.00
Bone Dry Waterproofing, LLC	\$ 78,382.00			\$ 78,382.00
Narcomey Construction, LLC	\$ 81,000.00			\$ 81,000.00
Narcomey Construction, LLC (combo bp 9 and 16)	\$ 180,600.00			\$ 180,600.00
<p>RECOMMENDATION: Award the Base Bid to the low responsible bidder, CHM Weatherguard, for a total amount of \$49,970.00.</p>				
BP #10 - METAL WALL PANELS				
Vanguard Builders, Inc.	\$ 366,000.00			\$ 366,000.00
<p><i>Title 61; Section 119 Rejection of Bids; By majority action of the governing board of the awarding public agency or the chief administrating officer of an awarding public agency without a governing board, the awarding public agency shall have the right to reject any or all bids and solicit bidders again as herein provided if, in the opinion of the governing body of the public agency, the best interests of the prople of the State of Oklahoma would be best served by so doing.</i></p>				
<p>RECOMMENDATION: The bid received exceeds the funds available for this scope of work. Reject and Rebid.</p>				

1325 North Garnett Road
Tulsa, OK 74116

14340 N Lincoln, Ste. 612
Edmond, OK 73013



June 2, 2022

Mary Roberts
Pre-Construction Manager
CMS Willowbrook
620 NE 36th St.
Oklahoma City, OK 73105

Re: Bixby West Elementary and Intermediate Expansion
Bid Package 07 - Masonry

Mathematical Bid Error

In our post-bid review of the submitted figures on the Bixby West Elementary and Intermediate School Expansion project, we discovered a mathematical error in the material calculations of our brick assemblies. An incorrect conversion factor for the specified brick was utilized in calculating the quantities, resulting in underestimation of brick material that will be required to perform the work.

Utilizing the correct conversion factor, we discovered that we would have a shortage of more than 20,000 bricks. The cost impact for the correct amount of bricks is approximately \$115,000.

Due to this error and resulting cost impact, we ask that our bid be removed from consideration for award for the project.

I apologize for this mathematical error in our bid. If you wish to discuss this further, please give me a call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan Hoselton", with a long horizontal flourish extending to the right.

Ryan Hoselton
Project Manager
Forza Construction Services, LLC
(918) 740-9230
rhoselton@forza.llc

Bixby West Expansion
Bid Recommendations

BIDDERS NAME	BASE BID	Alternate #1: ADD Bi-Polar Ionization	Alternate #2: Provide Controls Equip.	TOTAL BID
BP #11 - MILLWORK				
Lakewood Cabinetry, Inc.	\$ 256,430.00			\$ 256,430.00
Arnold Brothers Cabinets	\$ 294,160.00			\$ 294,160.00
Fixture & Drywall Co. of Oklahoma, Inc. dba FADCO, Inc.	\$ 297,261.00			\$ 297,261.00
Wood Systems, Inc.	\$ 335,714.00			\$ 335,714.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, Lakewood Cabinetry, Inc., for a total amount of \$256,430.00.				
BP #12 - DOORS, FRAMES, & HARDWARE				
Builders Supply, Inc.	\$ 71,000.00			\$ 71,000.00
CBS Door and Hardware, LLC	\$ 84,315.00			\$ 84,315.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, Builders Supply, Inc., for a total amount of \$71,000.00.				
BP #13 - ALUMINUM FRAMING & GLAZING				
Colter & Company	\$ 190,000.00			\$ 190,000.00
Apax Glass, Inc.	\$ 205,653.00			\$ 205,653.00
Alred Glass Co.	\$ 217,748.00			\$ 217,748.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, Colter & Company, for a total amount of \$190,000.00.				
BP #14 - FRAMING, DRYWALL & CEILINGS				
WilJo Interiors, Inc.	\$ 730,100.00			\$ 730,100.00
Six Guns, LLC	\$ 742,081.00			\$ 742,081.00
Arrow Construction Resources, LLC	\$ 783,385.00			\$ 783,385.00
M.L. Jones, LLC	\$ 796,100.00			\$ 796,100.00
The Drywall Crew, LLC	\$ 807,000.00			\$ 807,000.00
Midwest Drywall Co., Inc. dba MDC Drywall, Inc.	\$ 821,508.00			\$ 821,508.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, WilJo Interiors, Inc., for a total amount of \$730,100.00.				

Bixby West Expansion
Bid Recommendations

BIDDERS NAME	BASE BID	Alternate #1: ADD Bi-Polar Ionization	Alternate #2: Provide Controls Equip.	TOTAL BID
BP #15 - TILE, CARPET & VINYL FLOORING				
Carroll's Commercial Floors, Inc.	\$ 359,922.00			\$ 359,922.00
<p><i>Title 61; Section 119 Rejection of Bids; By majority action of the governing board of the awarding public agency or the chief administrating officer of an awarding public agency without a governing board, the awarding public agency shall have the right to reject any or all bids and solicit bidders again as herein provided if, in the opinion of the governing body of the public agency, the best interests of the prople of the State of Oklahoma would be best served by so doing.</i></p>				
RECOMMENDATION: The bid received exceeds the funds available for this scope of work. Reject and Rebid.				
BP #16 - PAINT				
Talon Commercial Services, LLC	\$ 55,339.00			\$ 55,339.00
PT Enterprises, LLC	\$ 55,857.00			\$ 55,857.00
Advanced Commercial Painting, LLC	\$ 78,500.00			\$ 78,500.00
ALPR Construction, LLC	\$ 92,398.00			\$ 92,398.00
M.L. Jones, LLC	\$ 114,370.00			\$ 114,370.00
Narcomey Construction, LLC	\$ 115,700.00			\$ 115,700.00
Narcomey Construction, LLC (combo bp 9 and 16)	\$ 180,600.00			\$ 180,600.00
River Paint Construction, LLC	\$ 196,038.00			\$ 196,038.00
<p>RECOMMENDATION: The apparent low bidder, Talon Commercial Services, LLC, has admitted an error in the preparation of their bid and respectfully request their bid be set aside in favor of the second low bid. (See attached). Therefore, we recommend to Award the Base Bid to the low responsible bidder, PT Enterprises, LLC, for a total amount of \$55,857.00.</p>				
BP #17 - SPECIALTIES (Visual Display Boards, Plastic Toilet Compartments, Toilet Accessories, Fire Protection Specialties, Metal Lockers				
See last page				
BP #18 - SIGNAGE				
J&B Graphics, Inc.	\$ 15,166.32			\$ 15,166.32
<p><i>Title 61; Section 119 Rejection of Bids; By majority action of the governing board of the awarding public agency or the chief administrating officer of an awarding public agency without a governing board, the awarding public agency shall have the right to reject any or all bids and solicit bidders again as herein provided if, in the opinion of the governing body of the public agency, the best interests of the prople of the State of Oklahoma would be best served by so doing.</i></p>				
RECOMMENDATION: The bid received exceeds the funds available for this scope of work. Reject and Rebid.				

Mary Roberts

To: Bryan Miles
Subject: RE: Bixby west expansion

From: Ricky Turner <ricky@taloncs.com>
Sent: Tuesday, June 14, 2022 10:18 AM
To: Bryan Miles <Bryan.Miles@cmswillowbrook.com>
Subject: RE: Bixby west expansion

Talon will have to withdraw due to not including tape and bed. Thank you and sorry for the inconvenience.

RICK TURNER

Talon Commercial Services
7329 State Highway 66
Tulsa, OK 74131
Cell: 918-698-4593
Office: 918-940-7497
Fax: 918-994-6414

Bixby West Expansion
Bid Recommendations

BIDDERS NAME	BASE BID	Alternate #1: ADD Bi-Polar Ionization	Alternate #2: Provide Controls Equip.	TOTAL BID
BP #19 - WINDOW TREATMENT				
Contract Drapery & Blind, Inc	\$ 7,335.00			\$ 7,335.00
Russell Interiors, Inc.	\$ 9,780.00			\$ 9,780.00
Kazar DBA Illume Control	\$ 21,029.03			\$ 21,029.03
RECOMMENDATION: Award the Base Bid to the low responsible bidder, Contract Drapery & Blind, Inc., for a total amount of \$7,335.00.				
BP #20 - FIRE SUPPRESSION				
Frazier Fire, LLC	\$ 82,877.00			\$ 82,877.00
All American Fire Systems, Inc	\$ 83,470.00			\$ 83,470.00
Summit Fire & Security, LLC	\$ 94,200.00			\$ 94,200.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, Frazier Fire, LLC, for a total amount of \$82,877.00.				
BP #21 - PLUMBING				
Midwest Mechanical, Inc.	\$ 474,000.00			\$ 474,000.00
Omni Mechanical Services, LLC	\$ 474,105.00			\$ 474,105.00
Apex Plumbing, Heating & Piping, Inc.	\$ 495,908.00			\$ 495,908.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, Midwest Mechanical, Inc., for a total amount of \$474,000.00.				
BP #22 - HVAC				
Air Comfort, Inc.	\$ 1,007,255.00	\$ 46,543.00	\$ 445,478.00	\$ 1,007,255.00
Vision Air Services, LLC	\$ 1,014,000.00	\$ 35,000.00	\$ 369,055.00	\$ 1,014,000.00
Omni Mechanical Services, LLC	\$ 1,042,157.00	\$ 42,591.00	\$ 303,678.00	\$ 1,042,157.00
Corporate Residential Services, Inc.	\$ 1,079,899.00	\$ 32,443.00	\$ 369,055.00	\$ 1,079,899.00
Calema, LLC dba KMS	\$ 1,186,420.00	\$ 51,499.00	\$ 308,954.00	\$ 1,186,420.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, Air Comfort, Inc., for a total amount of \$1,007,255.00.				

Bixby West Expansion
Bid Recommendations

BIDDERS NAME	BASE BID	Alternate #1: ADD Bi-Polar Ionization	Alternate #2: Provide Controls Equip.	TOTAL BID
BP #23 - ELECTRICAL				
Collins Electric Company of Oklahoma, Inc.	\$ 486,200.00	\$ 4,450.00		\$ 486,200.00
Lighthouse Electric, LLC	\$ 535,150.00			\$ 535,150.00
Third Generation Electrical, Inc.	\$ 544,287.00			\$ 544,287.00
Colburn Electric, LLC	\$ 682,800.00			\$ 682,800.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, Collins Electric Company of Oklahoma, Inc., for a total amount of \$486,200.00.				

Bixby West Expansion
Bid Recommendation

BP #17 - SPECIALTIES	Visual Display Boards	Plastic Toilet Compartments	Toilet Accessories	Fire Protection Specialties	Metal Lockers
Builders Supply, Inc.	\$ 31,300.00	\$ 21,750.00	\$ 4,400.00	\$ 2,200.00	
DH Pace Construction Services (combo bid excluding Lockers)	\$ 68,800.00				
Elite Storage Products, LLC					\$ 26,777.00
Murray Womble Co.	\$ 22,010.00	\$ 19,735.00	\$ 6,715.00	\$ 2,675.00	\$ 22,210.00
Nelson Adams NACO, Inc.	\$ 14,480.00				
Werco Building Specialties, Inc.		\$ 19,093.00	\$ 4,818.00		
Czarniecki Construction Inc.	\$ 29,881.34	\$ 38,396.40	\$ 15,987.14	\$ 2,951.33	\$ 35,142.00

RECOMMENDATION: The apparent low bidder for Toilet Accessories has admitted an error in the preparation of their bid and respectfully request their bid be set aside in favor of the second low bid. (See attached). We recommend award the base bid to the low bidders as listed pending architectural review and approval of the proposed products and quantities specified.

Detail of Bid Package #17 - Specialties:		
Visual Display Boards	\$14,480.00	Nelson Adams NACO, Inc.
Plastic Toilet Compartments	\$19,093.00	Werco Building Specialties, Inc.
Toilet Accessories	\$4,818.00	Werco Building Specialties, Inc.
Fire Protection Specialties	\$2,200.00	Builders Supply, Inc.
Metal Lockers	\$22,210.00	Murray Womble Co.
Total Combined	\$62,801.00	

Mary Roberts

Subject: RE: Bixby West Toilet Accessories

From: Bids <bids@bsiok.com>
Sent: Tuesday, June 21, 2022 11:26 AM
To: Bryan Miles <Bryan.Miles@cmswillowbrook.com>
Subject: Bixby West Toilet Accessories

Bryan,

Looks like we did not get the hand dryers in our bid on this one either. I had the pricing for them but did not get it added in to my final pricing. Sorry for the inconvenience but we will have to pull our bid for the toilet accessories as well.

Thanks,

Ryan Buford, FDAI
Estimator
Builders Supply Inc.
8198 E. 44th St.
Tulsa, OK 74145
O: 918-628-1211
F: 918-627-3710

Bixby Public Schools
Bixby West Expansion
Attachment No. 4
Bid Qualifications

BP #19 - Window Treatment

Contract Drapery & Blind Inc.

4143 S 88th East Ave / PO Box 472005
 Tulsa, Ok 74145 / Tulsa OK 74147
 918-369-6969 Fax 918-369-9696
lori@contractdrapery.com

Proposal

Bixby West Intermediate & Elementary Expansions

Date: 5/24/2022

Cost of Materials	Quantity	Sell Price
SECTION 122113-Horizontal Louver Blinds		
SWF Contract 1" Classic 8 Gauge Blinds Color: TBD		
Intermediate Expansion		
20 Blinds @ Exterior Windows noted to receive blinds Installed No Tax	Total	3,510.00
Elementary Expansion		
22 Blinds @ Exterior Windows noted to receive blinds Installed No Tax	Total	3,825.00
<i>Acknowledge Addenda No. 1, 2, 3, 4, 5, 6 & 7</i>		
	TOTAL	\$ 7,335.00

Submitted by
Lori Nelson

Good For 60 Days

Authorized Representatives Signature

Date: _____



To: Mr. Rob Miller
Bixby Public Schools

From: Joshua Rhea
Senior Project Manager, Nabholz Construction Corporation

Ref: Guaranteed Maximum Price Amendment #3 for BPS Capital Improvements Recommendation Letter

June 22, 2022

Dear Mr. Miller,

Bids for the Bixby Public Schools – Academic Building were received, and public read aloud in the Administration Building on Tuesday June 7, 2022 at 2:00pm. The bidding process was conducted in accordance with the Oklahoma Public Competitive Budding Act, 61. O.S. 1974, §101. Ten (10) bids were received for four (4) 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 GMP Amendment to our construction management contract be approved in the amount of **Four million, two hundred and sixteen thousand, six hundred and fourteen dollars** (\$ 4,216,614.00). 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 22 day of June 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 – Earthwork & Storm Sewer
601 S Riverview Drive
Bixby, OK 74008

THE OWNER:

(Name, legal status, and address)

Bixby Public Schools
109 N Armstrong Ave
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.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Four million, two hundred and sixteen thousand, six hundred and fourteen dollars (\$

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.

\$4,216,614.00), 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.)

Refer to Exhibit B Financial 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	Price
------	-------

§ 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
------	-------	---------------------------

§ 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)
------	-----------------------	-------------------------

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.)

Init.

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: July 31, 2024

§ 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
AIA Document A133-2019 Exhibit A	GMP Amendment #1	04/20/2022	7
AIA Document A133-2019 Exhibit A	GMP Amendment #2	06/13/2022	9

§ 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 Conditions	\$25,000.00
Allowance #2 – AHJ Requirements	\$10,000.00
Allowance #3 – Site Logistics & Safety Measures	\$10,000.00
Allowance #4 – Temporary Utilities	\$7,500.00
Allowance #5 – PR 001	\$74,587.00
Allowance #6 – Earthwork & Storm Sewer	\$291,196.00

§ 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.)

- OK Building Solutions – Joint Sealants – 1310 E 58th St, Tulsa, OK 74105
- Barnes Construction Resources, Inc – Concrete Paving – 1715 S Boston Ave
- Dunhams Asphalt – Asphalt Paving – 6213 S 103rd W Ave, Sapulpa, OK 74066
- Cherokee Builders, Inc – Earthwork & Storm Sewer – 2005 N 167th East Avenue, Tulsa, OK 74116

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 16:05:17 ET on 06/22/2022.

PAGE 1

This Amendment dated the 22 day of June 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")

...

(Name and address or location)

Bixby Public Schools
Academic Building – Earthwork & Storm Sewer
601 S Riverview Drive
Bixby, OK 74008

...

Bixby Public Schools
109 N Armstrong Ave
Bixby, OK 74008

...

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

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Four million, two hundred and sixteen thousand, six hundred and fourteen dollars (\$ 4,216,614.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Refer to Exhibit B Financial Breakdown

...

The date of execution of this Amendment.

PAGE 3

By the following date: July 31, 2024

...

<u>AIA Document A133-2019</u>		<u>05/05/2021</u>	<u>25</u>
<u>AIA Document A133-2019 Exhibit A</u>	<u>GMP Amendment #1</u>	<u>04/20/2022</u>	<u>7</u>
<u>AIA Document A133-2019 Exhibit A</u>	<u>GMP Amendment #2</u>	<u>06/13/2022</u>	<u>9</u>

...

See Exhibit C

...

See Exhibit C

PAGE 4

<u>Allowance #1 – Unforeseen Conditions</u>	<u>\$25,000.00</u>
<u>Allowance #2 – AHJ Requirements</u>	<u>\$10,000.00</u>
<u>Allowance #3 – Site Logistics & Safety Measures</u>	<u>\$10,000.00</u>
<u>Allowance #4 – Temporary Utilities</u>	<u>\$7,500.00</u>
<u>Allowance #5 – PR 001</u>	<u>\$74,587.00</u>
<u>Allowance #6 – Earthwork & Storm Sewer</u>	<u>\$291,196.00</u>

...

See Exhibit D

...

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

...

OK Building Solutions – Joint Sealants – 1310 E 58th St, Tulsa, OK 74105
Barnes Construction Resources, Inc – Concrete Paving – 1715 S Boston Ave
Dunhams Asphalt – Asphalt Paving – 6213 S 103rd W Ave, Sapulpa, OK 74066
Cherokee Builders, Inc – Earthwork & Storm Sewer – 2005 N 167th East Avenue, Tulsa, OK 74116

...

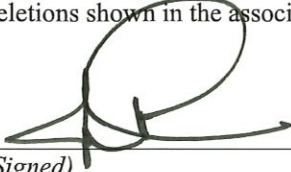
Rob Miller, Superintendent of Schools
Matt Dotson, Board of Education President

Michael Feamster, President – Southwest Operations

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael Feamster, 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 16:05:17 ET on 06/22/2022 under Order No. 2114332102 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)

Senior Project Manager

(Title)

June 22, 2022

(Dated)



BPS Capital Improvements GMP Breakdown (Amendments 1 - 3)

Exhibit B

#	ITEM	Project	Subtotals	NOTES
1	GMP Amendments			
1.1	GMP Amendment #1 - Utility Relocation & Demolition	Academic Building	\$2,054,422.00	Approved 4/21/22
1.2	GMP Amendment #2 - High School Track Building	Track Building	\$2,973,150.00	Includes Alternates 1, 3, 4, & 5
1.3	GMP Amendment #3 - Earthwork & Storm Sewer	Academic Building	\$4,216,614.00	
2	Total Construction Costs for Academic Building To Date		\$6,271,036.00	
3	Total Construction Costs for Track Building To Date		\$2,973,150.00	
4	Total Construction Costs for HS Football Stadium Improvements To Date		\$0.00	
5	TOTAL GMP TO DATE (Amendments #1 - 3)		\$9,244,186.00	

Standard Estimate Report
BPS Academic Building - Earthwork & Storm Sewer GMP

Item	Description	Takeoff Qty	Subcontract		Other	Total		
			Amount	Name	Amount	Unit Cost	Amount	
01.00 BPS Academic Building - Earthwork & Storm Sewer GMP								
01-0000	General Conditions & Requirements							
0100	General Requirements and General Conditions	1.00	LS	-		<u>605,238</u>	605,238.00 /LS	<u>605,238</u>
	01-0000 General Conditions & Requirements					605,238		605,238
01-1000	Construction Allowances							
----	Allowance - Unforeseen Conditions	1.00	LS	<u>25,000</u>	-		25,000.00 /LS	25,000
----	Allowance - AHJ Requirements	1.00	LS	<u>10,000</u>	-		10,000.00 /LS	10,000
----	Allowance - Site Logistics & Safety Measures	1.00	LS	<u>10,000</u>	-		10,000.00 /LS	10,000
----	Allowance - Temporary Utilities	1.00	LS	<u>7,500</u>	-		7,500.00 /LS	7,500
----	Allowance - PR 001	1.00	LS	<u>74,587</u>	-		74,587.00 /LS	74,587
----	Allowance - Earthwork & Storm Sewer	1.00	LS	<u>291,196</u>	-		291,196.00 /LS	<u>291,196</u>
	01-1000 Construction Allowances			418,283				418,283
07-1000	Joint Sealants							
n	0020 Joint Sealants	1.00	LS	<u>38,900</u>	OK Building Solutions		38,900.00 /LS	<u>38,900</u>
	07-1000 Joint Sealants			38,900				38,900
26-0500	Site Concrete							
n	0100 Site Concrete	1.00	LS	<u>827,000</u>	Barnes Construction	-	827,000.00 /LS	<u>827,000</u>
	26-0500 Site Concrete			827,000				827,000
32-1216	Asphalt Paving							
n ----	Asphalt	1.00	LS	<u>537,000</u>	Dunhams Asphalt	-	537,000.00 /LS	<u>537,000</u>
	32-1216 Asphalt Paving			537,000				537,000
32-4755	Earthwork							
n ----	Earthwork & Utilities	1.00	LS	<u>1,505,580</u>	Cherokee Builders	-	1,505,580.00 /LS	<u>1,505,580</u>
	32-4755 Earthwork			1,505,580				1,505,580
01.00 BPS Academic Building - Earthwork & Storm Sewer GMP				3,326,763		605,238		3,932,001

Standard Estimate Report

Estimate Totals

Description	Amount	Totals	Rate	Cost per Unit	Percent of Total
Labor					
Material					
Subcontract	3,326,763				78.90%
Equipment					
Other	605,238				14.35%
Building Permit					
Permits		3,932,001			93.25%
General Liability	35,841		8.500 \$ /	#	0.85%
Builder's Risk	2,530		6.000 \$ /	1	0.06%
Total Insurance	38,371	3,970,372			0.91%
Performance Payment Bond	21,083				0.50%
Subcontractor Surety					
	21,083	3,991,455			0.50%
CM Contingency	119,744		3.000 %		2.84%
Escalation Contingency					
	119,744	4,111,199			2.84%
		4,111,199			97.50%
CM Fee	105,415		2.500 %		2.50%
Fee	105,415	4,216,614			2.50%
Total		4,216,614			100.00%

EXHIBIT C

Plans, Specifications, and Addenda

KKT Architects

Bixby Public Schools – Academic Building – Earthwork and Storm

Plans and Specifications dated May 6, 2022 – including General and Civil.

Geotechnical Engineering Report dated January 27, 2022

Construction Manager's Manual dated May 23, 2022

Addendum #1 dated May 27, 2022

CM Clarification #1 dated May 23, 2022

CM Clarification #2 dated May 27, 2022

CM Clarification #3 dated May 31, 2022

EXHIBIT D

Contract & Scope Clarifications

1. This GMP includes the Bid Packages for Bixby Public Schools – Earthwork and Storm Sewer 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 3 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. This GMP Amendment includes an Allowance for PR 001 that is associated with the GMP Amendment #1 work and an Allowance for the difference between the two lowest Earthwork & Storm Sewer bids.
6. This GMP Amendment includes General Conditions and General Requirements for 6 months. Forthcoming Amendments will include GCs and GRs beyond that timeframe as well as any costs required for associated work not included in a previous Amendment.
7. Similar Allowances included in this Amendment as GMP Amendment #1 will be combined into a single allowance.
8. 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.
9. Substantial completion is subject to change if caused by factors outside of Nabholz' responsibility.
10. 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.
11. 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.
12. 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.



To: Mr. Rob Miller
Bixby Public Schools

From: Joshua Rhea
Senior Project Manager, Nabholz Construction Corporation

Ref: Guaranteed Maximum Price Amendment #4 for BPS Capital Improvements Recommendation Letter

June 22, 2022

Dear Mr. Miller,

Bids for the Bixby Public Schools – HS Football Stadium Improvements were received, and public read aloud in the Administration Building on Tuesday June 14, 2022 at 2:00pm. The bidding process was conducted in accordance with the Oklahoma Public Competitive Budding Act, 61. O.S. 1974, §101. Ten (10) bids were received for four (4) 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 GMP Amendment to our construction management contract be approved in the amount of **Six hundred and fifty-seven thousand, eight hundred and forty-five dollars** (\$ 657,845.00). 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 22 day of June 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
HS Football Stadium Improvements
601 S Riverview Drive
Bixby, OK 74008

THE OWNER:

(Name, legal status, and address)

Bixby Public Schools
109 N Armstrong Ave
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.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Six hundred and fifty-seven thousand, eight hundred and forty-five dollars (\$ 657,845.00),

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.

Init.

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.)

Refer to Exhibit B Financial 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	Price
------	-------

§ 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
------	-------	---------------------------

§ 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)
------	-----------------------	-------------------------

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.

[X] By the following date: October 31, 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
AIA Document A133-2019 Exhibit A	GMP Amendment #1	04/20/2022	7
AIA Document A133-2019 Exhibit A	GMP Amendment #2	06/13/2022	9
AIA Document A133-2019 Exhibit A	GMP Amendment #3	06/22/2022	7

§ 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:

Init.

(Identify each allowance.)

Item	Price
Allowance #1 – MEP Disconnects	\$1,500.00
Allowance #2 – Erosion Control	\$5,000.00
Allowance #3 – General Requirements	\$20,000.00

§ 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.)

Total Demolition – Demolition – 16301 N Rockwell Ave, Edmond, OK 73013
E & D Specialty Stands – Grandstands – 2081 Franklins St, North Collins, My 14111
Mills Fence Services – Fencing – 5610 S Columbia Ave, Tulsa, OK 74105
Barnes Construction Resources, Inc – 1715 S Boston Ave, Tulsa, OK 74119

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 16:33:21 ET on 06/22/2022.

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...

Bixby Public Schools
HS Football Stadium Improvements
601 S Riverview Drive
Bixby, OK 74008

...

Bixby Public Schools
109 N Armstrong Ave
Bixby, OK 74008

...

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

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Six hundred and fifty-seven thousand, eight hundred and fourty-five dollars (\$ 657,845.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Refer to Exhibit B Financial Breakdown

...

The date of execution of this Amendment.

PAGE 3

By the following date: October 31, 2022

...

<u>AIA Document A133-2019</u>		<u>05/05/2021</u>	<u>25</u>
<u>AIA Document A133-2019 Exhibit A</u>	<u>GMP Amendment #1</u>	<u>04/20/2022</u>	<u>7</u>
<u>AIA Document A133-2019 Exhibit A</u>	<u>GMP Amendment #2</u>	<u>06/13/2022</u>	<u>9</u>
<u>AIA Document A133-2019 Exhibit A</u>	<u>GMP Amendment #3</u>	<u>06/22/2022</u>	<u>7</u>

...

See Exhibit C

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See Exhibit C

PAGE 4

<u>Allowance #1 – MEP Disconnects</u>	<u>\$1,500.00</u>
<u>Allowance #2 – Erosion Control</u>	<u>\$5,000.00</u>
<u>Allowance #3 – General Requirements</u>	<u>\$20,000.00</u>

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See Exhibit D

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

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Total Demolition – Demolition – 16301 N Rockwell Ave, Edmond, OK 73013
E & D Specialty Stands – Grandstands – 2081 Franklins St, North Collins, My 14111
Mills Fence Services – Fencing – 5610 S Columbia Ave, Tulsa, OK 74105
Barnes Construction Resources, Inc – 1715 S Boston Ave, Tulsa, OK 74119

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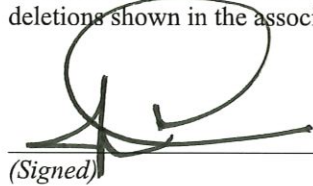
Rob Miller, Superintendent of Schools
Matt Dotson, Board of Education President

Michael Feamster, President – Southwest Operations

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael Feamster, 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 16:33:21 ET on 06/22/2022 under Order No. 2114332102 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)

Senior Project Manager

(Title)

June 22, 2022

(Dated)



BPS Capital Improvements GMP Breakdown (Amendments 1 - 4)

Exhibit B

#	ITEM	Project	Subtotals	NOTES
1	GMP Amendments			
1.1	GMP Amendment #1 - Utility Relocation & Demolition	Academic Building	\$2,054,422.00	Approved 4/21/22
1.2	GMP Amendment #2 - High School Track Building	Track Building	\$2,973,150.00	Includes Alternates 1, 3, 4, & 5
1.3	GMP Amendment #3 - Earthwork & Storm Sewer	Academic Building	\$4,216,614.00	
1.4	GMP Amendment #4 - HS Football Stadium Improvements	HS Football Stadium Improvements	\$657,845.00	
2	Total Construction Costs for Academic Building To Date		\$6,271,036.00	
3	Total Construction Costs for Track Building To Date		\$2,973,150.00	
4	Total Construction Costs for HS Football Stadium Improvements To Date		\$657,845.00	
5	TOTAL GMP TO DATE (Amendments #1 - 4)		\$9,902,031.00	

Standard Estimate Report
Bixby HS Football Stadium Improvements GMP

Item	Description	Takeoff Qty	Subcontract		Other	Total		
			Amount	Name	Amount	Unit Cost	Amount	
01.00 Bixby HS Football Stadium Improvements GMP								
01-1000			Construction Allowances					
----	Allowance - MEP Disconnects	1.00	LS	<u>1,500</u>	-	1,500.00	/LS	1,500
----	Allowance - Erosion Control	1.00	LS	<u>5,000</u>	-	5,000.00	/LS	5,000
----	Allowance - General Requirements	1.00	LS	<u>20,000</u>	-	20,000.00	/LS	20,000
	01-1000 Construction Allowances			26,500				26,500
02-4100			Demolition					
n ----	Demolition	1.00	LS	<u>18,200</u>		18,200.00	/LS	18,200
	02-4100 Demolition			18,200				18,200
10-7300			Bleachers					
n	0020 Bleachers	1.00	LS	<u>401,070</u>	-	401,070.00	/LS	401,070
	10-7300 Bleachers			401,070				401,070
32-1216			Site Concrete					
n ----	Site Concrete	1.00	LS	<u>137,270</u>	-	137,270.00	/LS	137,270
	32-1216 Site Concrete			137,270				137,270
32-3113			Fencing					
32.30.10	Fencing	1.00	LS	<u>18,475</u>	-	18,475.00	/LS	18,475
	32-3113 Fencing			18,475				18,475
01.00 Bixby HS Football Stadium Improvements GMP				601,515		0		601,515

Standard Estimate Report
Bixby HS Football Stadium Improvements GMP

Estimate Totals

Description	Amount	Totals	Rate	Cost per Unit	Percent of Total
Labor					
Material					
Subcontract	601,515				91.44%
Equipment					
Other					
Building Permit					
Permits		601,515			91.44%
General Liability	5,592		8.500 \$ /	#	0.85%
Builder's Risk	460		7.000 \$ /	1	0.07%
Total Insurance	6,052	607,567			0.92%
Performance Payment Bond	3,289				0.50%
Subcontractor Surety					
	3,289	610,856			0.50%
CM Contingency	30,543		5.000 %		4.64%
Escalation Contingency					
	30,543	641,399			4.64%
Warranty Reserve					
		641,399			97.50%
CM Fee	16,446		2.500 %		2.50%
Fee	16,446	657,845			2.50%
Total		657,845			100.00%

EXHIBIT C

Plans, Specifications, and Addenda

KKT Architects

Bixby Public Schools – HS Football Stadium Improvements

Plans and Specifications dated May 10, 2022 – including General, Civil, and Architectural.

Construction Manager's Manual dated May 16, 2022

Addendum #1 dated June 2, 2022

CM Clarification #1 dated May 16, 2022

CM Clarification #2 dated June 1, 2022

CM Clarification #3 dated June 7, 2022

CM Clarification #4 dated June 10, 2022

EXHIBIT D

Contract & Scope Clarifications

1. This GMP includes the Bid Packages for Bixby Public Schools – HS Football Stadium 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 4 Exhibit B Financial Breakdown.
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. The foundation design is part of the Grandstand delegated design and the site concrete line item in the GMP is subject to change when design is finalized.
6. 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.
7. Substantial completion is subject to change if caused by factors outside of Nabholz' responsibility.
8. 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.
9. Site or building remediation 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.
10. Nabholz has included all elements of the Construction Documents unless clarified or agreed elsewhere within this GMP Amendment 4, or the Prime Contract. Should there be any missing elements not detailed or drawn, but intended, there may be cost and time impact.