



# AIA Document A133<sup>®</sup> – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the 14th day of April in the year 2026, is incorporated into the accompanying AIA Document A133<sup>™</sup>-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 11th day of April in the year 2023. (the “Agreement”)

for the following PROJECT:

Amendment No. 2 (Base Bid + Alternate 1)

SPS Bond 2023  
High School Athletics Phase 1  
Civil and Landscape Package

### THE OWNER:

Independent School District No. 16 of Payne County  
314 S Lewis Street  
Stillwater, OK 74074

### THE CONSTRUCTION MANAGER:

Willowbrook, Inc.  
Successor by name change to CMSWillowbrook, Inc.  
620 NE 36<sup>th</sup> Street  
Oklahoma City, OK 73105

### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
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### 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, Three Hundred Seventy-two Thousand, Seven Hundred Eighty-one Dollars and Ninety-seven cents (\$4,372,781.97), subject to additions and deductions by Change Order as provided in the Contract Documents.

### ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-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.1.1.2 **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.

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        |
|--|--------------|
| Alternate #1: Extended Annual Maintenance Warranty of Synthetic Turf | \$ 35,675.00 |

§ 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.

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
| N/A  |       |                           |

§ A.1.1.6 Unit prices, if any:

| 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:

The date of execution of this Amendment.

Established as follows:

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:

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

By the following date: September 2028

§ 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 | February 20, 2026 | All   |
| Addendum           | No. 1          | March 6, 2026     | All   |
| Addendum           | No. 2          | March 20, 2026    | All   |

§ A.3.1.2 The following Specifications:

See Attachment No. 2 – Index of Documents and Drawings

§ A.3.1.3 The following Drawings:

See Attachment No. 2 – Index of Documents and Drawings

§ A.3.1.4 The Sustainability Plan, if any:

| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

| Item                   | Price        |
|------------------------|--------------|
| Unforeseen Conditions  | \$75,000.00  |
| Patch/Repair Paving    | \$15,000.00  |
| Athletic Equipment     | \$175,000.00 |
| Pom/Cheer/Soccer/Track | \$1,000.00   |

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

See Attachment No. 5 – Assumptions and Clarifications

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

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:

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

OWNER *(Signature)*

*(Printed name and title)*



CONSTRUCTION MANAGER *(Signature)*

Weston DeHart, President

*(Printed name and title)*

| BID PACKAGE | DESCRIPTION  | BASE BID               | Alternate 1:<br>Extended Turf<br>Warranty | TOTAL                  | CONTRACTOR                             | NOTES     |
|-------------|--|------------------------|---|------------------------|--|-----------|
|             | General Requirements                               | \$ -                   | \$ -                                      | \$ -                   |  |           |
|             | General Conditions                                 | \$ 312,902.00          | \$ -                                      | \$ 312,902.00          |  |           |
| <b>1</b>    | <b>Demolition (Previously Bid)</b>                 | <b>\$ -</b>            | <b>\$ -</b>                               | <b>\$ -</b>            |  |           |
| 2           | Earthwork  | \$ 496,750.00          | \$ -                                      | \$ 496,750.00          | MK Excavation, LLC                     |           |
| 3           | Site Utilities                                     | \$ 571,000.00          | \$ -                                      | \$ 571,000.00          | Patriot Construction Services Inc.     |           |
| 4           | Paving & Walks                                     | \$ 565,000.00          | \$ -                                      | \$ 565,000.00          | Timber Wolf Excavating, LLC            |           |
| 5           | Landscape & Irrigation                             | \$ 284,713.97          | \$ -                                      | \$ 284,713.97          | AAA Landscaping, Inc.                  |           |
| 6           | Fencing  | \$ 58,800.00           | \$ -                                      | \$ 58,800.00           | A Better Fence Construction            |           |
| 7           | Athletic Fields                                    | \$ 1,200,000.00        | \$ 31,500.00                              | \$ 1,231,500.00        | United Turf & Track                    | #2        |
| 8           | Flagpoles  | \$ 5,070.00            | \$ -                                      | \$ 5,070.00            | Factory Direct Flagpoles & Accessories |           |
| 9           | Misc. Metals                                       | \$ 69,216.00           | \$ -                                      | \$ 69,216.00           | Clint's Welding                        |           |
| 10          | Concrete Retaining Wall                            | \$ -                   | \$ -                                      | \$ -                   | INCLUDED W/ PAVING & WALKS             |           |
|             | Allowance - Unforeseen Conditions                  | \$ 75,000.00           | \$ -                                      | \$ 75,000.00           |  | #1        |
|             | Allowance - Patch/Repair Paving                    | \$ 15,000.00           | \$ -                                      | \$ 15,000.00           |  | #1        |
|             | Allowance - Athletic Equipment                     | \$ 175,000.00          | \$ -                                      | \$ 175,000.00          |  | #1        |
|             | Allowance- Building Permit- Pom/Cheer/Soccer/Track | \$ 1,000.00            | \$ -                                      | \$ 1,000.00            |  | #1        |
|             |  |                        |   |                        | Bid Recommendations                    | #3        |
|             | Subtotal   | \$ 3,829,451.97        | \$ 31,500.00                              | \$ 3,860,951.97        |  |           |
|             | Owner Contingency                                  | \$ 191,473.00          | \$ 1,575.00                               | \$ 193,048.00          |  |           |
|             | CM Contingency                                     | \$ 114,884.00          | \$ 945.00                                 | \$ 115,829.00          |  |           |
|             | Bonds  | \$ 25,582.00           | \$ 210.00                                 | \$ 25,792.00           |  |           |
|             | Builders Risk Insurance                            | \$ 12,141.00           | \$ 100.00                                 | \$ 12,241.00           |  |           |
|             | General Liability Insurance                        | \$ 16,910.00           | \$ 139.00                                 | \$ 17,049.00           |  |           |
|             | Subtotal   | \$ 4,190,441.97        | \$ 34,469.00                              | \$ 4,224,910.97        |  |           |
|             | CM Fee   | \$ 146,665.00          | \$ 1,206.00                               | \$ 147,871.00          |  |           |
|             | <b>TOTAL ESTIMATED CONSTRUCTION COST</b>           | <b>\$ 4,337,106.97</b> | <b>\$ 35,675.00</b>                       | <b>\$ 4,372,781.97</b> | <b>&lt;&lt;&lt; GMP</b>                | <b>#4</b> |

**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:** Bid Qualifications

**Note #3:** The bids have been solicited on the basis of award within 45 days.

**Note #4:** This GMP excludes A/E fee, civil engineering fee, CM pre-construction fee, FF&E, sales tax, 3rd party commissioning of mechanical or electrical systems, items provided by Owner, any requirements by the Authority Having Jurisdiction that are not specifically depicted or indicated on the Contract Documents, temporary & permanent utility cost during construction to start-up and occupying the building.

Stillwater Public Schools  
Bond 2023 High School Athletics Phase 1

Exhibit "A"  
SUMMARY OF FUNDS AS ISSUED TO WILLOWBROOK  
(Includes all approved change orders)

|  | <u>DATE</u> | <u>AMOUNT</u>   | <u>EXTENDED AMOUNT</u> |
|--|-------------|-----------------|------------------------|
| Pre-Construction Fee   | 2/10/2026   | \$ -            | \$ -                   |
| <b><u>Amendment No. 1 - SHS Athletics Demolition (Base Bid)</u></b>                          | 2/10/2026   |                 |                        |
| GENERAL REQUIREMENTS   |             | \$ 48,925.00    |                        |
| GENERAL CONDITIONS   |             | \$ 34,400.00    |                        |
| Bid Package 1 - Demolition - Midwest Wrecking Co., LLC                                       |             | \$ 834,840.00   |                        |
| Allowance - Unforeseen Conditions  |             | \$ 50,000.00    |                        |
| Allowance - Utility Disconnects  |             | \$ 15,000.00    |                        |
| Allowance - Demo Baseball/Softball Building  |             | \$ 22,110.00    |                        |
| Owner Contingency  |             | \$ 50,264.00    |                        |
| CM Contingency   |             | \$ 30,158.00    |                        |
| Bonds  |             | \$ 7,924.00     |                        |
| Builders Risk Insurance  |             | \$ 5,857.00     |                        |
| General Liability Insurance  |             | \$ 10,106.00    |                        |
| CM Fee   |             | \$ 38,835.00    |                        |
|  |             | \$ 1,148,419.00 | \$ 1,148,419.00        |
| <br>   |             |                 |                        |
| Pre-Construction Fee   | 4/14/2026   | \$ -            | \$ -                   |
| <b><u>Amendment No. 2 - SHS Athletics Civil &amp; Landscape (Base Bid + Alternate 1)</u></b> | 4/14/2026   |                 |                        |
| GENERAL REQUIREMENTS   |             | \$ -            |                        |
| GENERAL CONDITIONS   |             | \$ 312,902.00   |                        |
| Bid Package 2 Earthwork - MK Excavation  |             | \$ 498,750.00   |                        |
| Bid Package 3 Site Utilities - Patriot Construction Services, Inc.                           |             | \$ 571,000.00   |                        |
| Bid Package 4 Paving & Walks - Timber Wolf Excavating  |             | \$ 565,000.00   |                        |
| Bid Package 5 Landscape & Irrigations - AAA Landscaping                                      |             | \$ 284,713.97   |                        |
| Bid Package 6 Fencing - A Better Fence Construction  |             | \$ 58,800.00    |                        |
| Bid Package 7 Athletic Fields - United Turf & Track  |             | \$ 1,231,500.00 |                        |
| Bid Package 8 Flagpoles - Factory Direct Flagpoles & Accessories                             |             | \$ 5,070.00     |                        |
| Bid Package 9 Misc. Metals - Clint's Welding   |             | \$ 69,216.00    |                        |
| Bid Package 10 Concrete Retaining Wall - Timber Wolf Excavating                              |             | \$ -            |                        |
| Allowance - Unforeseen Conditions  |             | \$ 75,000.00    |                        |
| Allowance - Patch/Repair Paving  |             | \$ 15,000.00    |                        |
| Allowance - Athletic Equipmeny   |             | \$ 175,000.00   |                        |
| Allowance - Building Permit - Pom/Cheer/Soccer/Track   |             | \$ 1,000.00     |                        |
| Owner Contingency  |             | \$ 193,048.00   |                        |
| CM Contingency   |             | \$ 115,829.00   |                        |
| Bonds  |             | \$ 25,792.00    |                        |
| Builders Risk Insurance  |             | \$ 12,241.00    |                        |
| General Liability Insurance  |             | \$ 17,049.00    |                        |
| CM Fee   |             | \$ 147,871.00   |                        |
|  |             | \$ 4,372,781.97 | \$ 5,521,200.97        |

## INDEX OF DOCUMENTS AND DRAWINGS

**SPECIFICATIONS**, dated February 20, 2026, consisting of:

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Architectural TOC consisting of: Division 1, 3, 10, 11, 32

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C101 GENERAL CONSTRUCTION NOTES  
C200 EROSION CONTROL PLAN  
C201 EROSION CONTROL NOTES  
C300 DIMENSION CONTROL AND SITE INDEX  
C301 DIMENSION CONTROL AND SITE (1 OF 5)  
C302 DIMENSION CONTROL AND SITE (2 OF 5)  
C303 DIMENSION CONTROL AND SITE (3 OF 5)  
C304 DIMENSION CONTROL AND SITE (4 OF 5)  
C305 DIMENSION CONTROL AND SITE (5 OF 5)  
C306 FIRE PROTECTION SITE PLAN  
C400 DRAINAGE AREA MAP - EXISTING  
C401 DRAINAGE AREA MAP - PROPOSED  
C402 DRAINAGE SUBBASINS  
C500 GRADING PLAN INDEX  
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C800 MISCELLANEOUS CONSTRUCTION DETAILS (1 OF 3)  
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C802 MISCELLANEOUS CONSTRUCTION DETAILS (3 OF 3)

#### **LANDSCAPE**

L100 OVERALL SPECIALTY HARDSCAPE PLAN  
L110 SPECIALTY HARDSCAPE PLAN ENLARGEMENTS  
L111 SPECIALTY HARDSCAPE PLAN ENLARGEMENTS  
L112 OVERALL CONCRETE JOINTING PLAN  
L113 CONCRETE JOINTING PLAN ENLARGEMENTS

L114 CONCRETE JOINTING PLAN ENLARGEMENTS  
L115 FENCE AND BARRIER PLAN  
L120 MULTIPURPOSE PRACTICE FIELD PLAN  
L130 SYNTHETIC TURF FIELD DETAILS  
L131 FENCING DETAILS  
L132 SPECIALTY HARDSCAPE DETAILS  
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L134 PLAZA ELEVATIONS  
L200 OVERALL LANDSCAPE PLAN  
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L211 LANDSCAPE PLAN ENLARGEMENTS  
L212 OVERALL SOD PLAN  
L220 LANDSCAPE DETAILS  
L300 OVERALL PERFORMANCE IRRIGATION PLAN  
L310 IRRIGATION PLAN ENLARGEMENTS  
L311 IRRIGATION PLAN ENLARGEMENTS  
L312 OVERALL QUICK COUPLER LAYOUT & WATER CONNECTION PLAN

**ADDENDA**

Addendum No 1, dated March 6, 2026

Sheets: COVER SHEET, C200, C201, C300, C302, C303, C305, C500, C501, C502, C503, C505, C601, C602, C603, C604, C700, C702, C703, C705, C800, L110, L111, L112, L113, L114, L115, L116, L131, L132, L133, L134, L210, L211, L212, L310, L311, AND L312

Addendum No 2, dated March 20, 2026

Sheets: L110, L116, L133

END OF SECTION

Stillwater High School  
Athletics Civil Landscape Package

**Bid Recommendation (Base Bid + Alternate 1)**

Sealed Bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM on March 26, 2026 for the following:

| Subcontractor   | Base Bid        | Alt 1: Extended Warranty Turf | Total           |
|---|-----------------|-------------------------------|-----------------|
| <b>02 - Earthwork</b>   |                 |                               |                 |
| MK Excavation, LLC  | \$ 496,750.00   |                               | \$ 496,750.00   |
| Circle SM Contracting LLC   | \$ 817,682.00   |                               | \$ 817,682.00   |
| Timber Wolf Excavating, LLC   | \$ 948,480.00   |                               | \$ 948,480.00   |
| Great Plains Construction, LLC  | \$ 1,186,100.00 |                               | \$ 1,186,100.00 |
| <b>RECOMMENDATION: Award the Base Bid to the low responsible bidder, MK Excavation, LLC, for a total of \$496,750.00.</b>   |                 |                               |                 |
| <b>03 - Site Utilities</b>  |                 |                               |                 |
| Patriot Construction Services Inc   | \$ 571,000.00   |                               | \$ 571,000.00   |
| Grooms & Pollard Utility Services   | \$ 576,790.00   |                               | \$ 576,790.00   |
| Civil Builders, LLC   | \$ 634,750.00   |                               | \$ 634,750.00   |
| D. Owen Construction  | \$ 670,000.00   |                               | \$ 670,000.00   |
| MK Excavation, LLC  | \$ 698,600.00   |                               | \$ 698,600.00   |
| Timber Wolf Excavating, LLC   | \$ 860,500.00   |                               | \$ 860,500.00   |
| <b>RECOMMENDATION: Award the Base Bid to the low responsible bidder, Patriot Construction Services, Inc., for a total of \$571,000.00.</b>  |                 |                               |                 |
| <b>04 - Paving &amp; Walks</b>  |                 |                               |                 |
| Timber Wolf Excavating, LLC (Combo 4 & 10)  | \$ 565,000.00   |                               | \$ 565,000.00   |
| 4G Concrete, Inc.   | \$ 294,700.00   |                               | \$ 294,700.00   |
| Tuff Construction Services LLC  | \$ 398,870.00   |                               | \$ 398,870.00   |
| Lopp Construction   | \$ 485,375.00   |                               | \$ 485,375.00   |
| <b>RECOMMENDATION: The combination bid submitted for BP 4 Paving &amp; Walks and BP 10 Concrete Retaining Walls is lower than the individual bids. Therefore, we recommend awarding the Combination Base Bid to the low responsible bidder, Timber Wolf Excavating, LLC, for a total contract amount of \$565,000.00.</b> |                 |                               |                 |
| <b>05 - Landscape &amp; Irrigation</b>  |                 |                               |                 |
| AAA Landscaping Inc   | \$ 284,713.97   |                               | \$ 284,713.97   |
| Thrive Landscape & Irrigation   | \$ 306,500.00   |                               | \$ 306,500.00   |
| Galt Landscape  | \$ 330,922.73   |                               | \$ 330,922.73   |
| Greenshade Trees LLC  | \$ 350,000.00   |                               | \$ 350,000.00   |
| Grooms Irrigation Company   | \$ 372,000.00   |                               | \$ 372,000.00   |
| Garden Depot  | \$ 433,000.00   |                               | \$ 433,000.00   |
| <b>RECOMMENDATION: Award the Base Bid to the low responsible bidder, AAA Landscaping, Inc., for a total of \$284,713.97.</b>  |                 |                               |                 |

Stillwater High School  
Athletics Civil Landscape Package

| Subcontractor   | Base Bid        | Alt 1: Extended Warranty Turf | Total           |
|---|-----------------|-------------------------------|-----------------|
| <b>06 - Fencing</b>   |                 |                               |                 |
| A Better Fence Construction & Landscaping   | \$ 58,800.00    |                               | \$ 58,800.00    |
| Liberty Fence & Supply, LLC   | \$ 63,062.36    |                               | \$ 63,062.36    |
| American Fence Company, Inc.  | \$ 69,094.72    |                               | \$ 69,094.72    |
| Apex Fence & Construction LLC   | \$ 79,750.00    |                               | \$ 79,750.00    |
| Superior Fence Construction, Inc.   | \$ 95,985.00    |                               | \$ 95,985.00    |
| <b>RECOMMENDATION: Award the Base Bid to the low responsible bidder, A Better Fence Construction and Landscaping, for a total of \$58,800.</b>  |                 |                               |                 |
| <b>07 - Athletic Fields</b>   |                 |                               |                 |
| United Turf & Track   | \$ 1,200,000.00 | \$ 31,500.00                  | \$ 1,231,500.00 |
| Greenshade Trees LLC  | \$ 1,310,000.00 | \$ 55,000.00                  | \$ 1,365,000.00 |
| <b>RECOMMENDATION: Award the Base Bid plus Alternate No 1 to the low responsible bidder, United Turf &amp; Track, for a total of \$1,231,500.00.</b>  |                 |                               |                 |
| <b>08 - Flagpoles</b>   |                 |                               |                 |
| Factory Direct Flagpoles & Accessories  | \$ 5,070.00     |                               | \$ 5,070.00     |
| Flag & Flagpole Express LLC   | \$ 6,370.00     |                               | \$ 6,370.00     |
| Specialty Sales Associates  | \$ 7,328.00     |                               | \$ 7,328.00     |
| Pole-Tech Company Inc   | \$ 2,440.00     |                               | \$ 2,440.00     |
| Eder Flag   | \$ 2,745.00     |                               | \$ 2,745.00     |
| <b>RECOMMENDATION: The first and second low bidders did not provide a complete scope of work, therefore considered non-responsive. Recommend to award the Base Bid to the low responsible bidder, Factory Direct Flagpoles &amp; Accessories, for a total of \$5,070.</b> |                 |                               |                 |
| <b>09 - Misc. Metals</b>  |                 |                               |                 |
| Clint's Welding LLC   | \$ 69,216.00    |                               | \$ 69,216.00    |
| Apex Fence & Construction LLC   | \$ 90,300.00    |                               | \$ 90,300.00    |
| Shawnee Fabricators Inc   | \$ 111,766.00   |                               | \$ 111,766.00   |
| <b>RECOMMENDATION: Award the Base Bid to the low responsible bidder, Clint's Welding, LLC, for a total of \$69,216.00.</b>  |                 |                               |                 |
| <b>10 - Concrete Retaining Wall</b>   |                 |                               |                 |
| Timber Wolf Excavating, LLC (Combo 4 & 10)  | \$ 565,000.00   |                               | \$ 565,000.00   |
| Lopp Construction, LLC  | \$ 309,100.00   |                               | \$ 309,100.00   |
| 4G Concrete, Inc.   | \$ 328,500.00   |                               | \$ 328,500.00   |
| <b>RECOMMENDATION: Award included as a combination bid in Bid Package #4 recommendation.</b>  |                 |                               |                 |

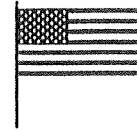
## Attachment No. 4 – Bid Qualifications

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Bid Package 8 Flagpoles – Factory Direct Flagpoles & Accessories

## Factory Direct Flagpoles

247 W Wilshire Blvd Ste B  
 Oklahoma City, OK 73116  
 +14054953524  
 sales@shopflagpoles.com  
 www.shopflagpoles.com



# FACTORY DIRECT FLAGPOLES

### Quote

|                          |                        |          |            |
|--------------------------|------------------------|----------|------------|
| ADDRESS                  | SHIP TO                | ESTIMATE | 11378      |
| Willowbrook Construction | Stillwater High School | DATE     | 03/25/2026 |
| 620 NE 36th St.          | 1224 N. Husband St.    |          |            |
| Oklahoma City, OK 73105  | Stillwater, OK 74075   |          |            |

| ITEM                                       | DESCRIPTION  | QUANTITY | UNIT PRICE | TOTAL PRICE |
|--|--|----------|------------|-------------|
| 30x5x188 ECL30<br>Atlas Series<br>Flagpole | 30x5x188<br>*Gold anodized aluminum ball ornament<br>*Cast aluminum revolving truck with pulley<br>*Solid braided polyester halyard<br>*Swivel flag snaps with vinyl covers<br>*Cast aluminum cleat and mounting screws<br>*Spun aluminum flash collar<br>*Galvanized steel foundation sleeve<br>*Wind rating with 5x8 flag - 100mph<br><br>**CLEAR ANODIZED** | 1        | 3,955.00   | 3,955.00T   |
| Installation - 30'<br>ER                   | Installation for a 30' External Rope Flagpole<br><br>*** INSTALLATION THROUGH NATURAL DIRT ONLY ***<br><br>*** WILLOWBROOK RESPONSIBLE FOR MARKING EXACT FLAGPOLE LOCATION & UTILITY LINES PRIOR TO INSTALLATION ***<br><br>*** WILLOWBROOK TO COMMUNICATE WITH FDF 8 WEEKS PRIOR TO SCHEDULED FLAGPOLE INSTALLATION ***                                       | 1        | 1,115.00   | 1,115.00    |

|              |                   |
|--------------|-------------------|
| SUBTOTAL     | 5,070.00          |
| TAX          | 0.00              |
| <b>TOTAL</b> | <b>\$5,070.00</b> |

Listed are contractual requirements:

- 1) Prices are guaranteed for 30 days.
- 2) Flagpole orders must be paid in full upfront. Any exceptions must be agreed to by FDF before project begins.
- 3) Check or Cash is preferred. Credit Cards for invoices over \$1,000.00 will be assessed a 3% processing fee.
- 4) Quote is through Natural Dirt Only
- 5) 10% Restocking fee applies for all cancellations.

## Attachment No. 5 – Assumptions and Clarifications

We have listed below the assumptions and clarifications that we have considered so that we both fully understand what is and what is not included in the Guaranteed Maximum Price (GMP). Where actual events on the project differ from the assumptions and clarifications listed below, the GMP will require adjustments for the resulting additional costs and expenses. These assumptions and clarifications are specifically used to establish the basis of the GMP and as such are intended to clarify and take precedence over details or items shown on Contract Documents, in the event there is a discrepancy between or among any of them.

Project: Stillwater High School Athletics Civil and Landscape Package

Date: April 14, 2026

### Schedule

1. The work is scheduled to start May 2026 with completion in September 2028.
2. The bids have been solicited on the basis of award within 45 days.

### Document Acknowledgement

3. This GMP is based on the Attachment No. 2 Index of Documents and Drawings included in this proposal.
4. This GMP is based on the 100% Final Bid Documents, dated February 20, 2026, prepared by 505 Architects.
5. This GMP is based on these Assumptions and Clarifications.

### General

6. Stillwater District Standards scope, information, or direction not specifically incorporated into the Drawings, Specifications and/or Owner-CM Agreement are not included.
7. This GMP includes the cost for Willowbrook's General Conditions and Requirements. This time frame is based on the current project schedule. General Conditions and Requirements are lump sum.
8. Willowbrook will use Microsoft Project or P6 scheduling program for all project scheduling, and we assume that this program will satisfy all project schedule requirements.
9. Willowbrook will utilize the Construction Managers cloud-based management software for project administration including the processing of submittals, RFIs, emails, etc.
10. This GMP is based on the recommendation of bids entering and executing a contract.
11. This GMP is based on Design team will provide necessary CAD files to Willowbrook for various shop drawings and submittals at no additional costs.
12. Willowbrook has prepared this GMP based on current market conditions and escalations are not included.
13. This GMP is based on normal working hours. No premium time is included unless specifically noted otherwise.
14. Willowbrook shall not be liable nor have our right to proceed to be restricted for any failure to perform its obligations where such failure arises out of Acts of Nature including natural disasters, act of public enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power of confiscation, riot, nationalization, government actions, tariffs, blockage, embargo, transportation delays not reasonably foreseeable, strike, lockout, disease outbreak, epidemics, pandemics, quarantine restrictions, or interruption of failure of power sources. To the extent these conditions may occur and impact the Project, there shall be an equitable adjustment to the Contract.
15. The following items are **NOT INCLUDED** in the GMP:
  - a. Design Fees for Architects and Consultants.

- b. Verification that the design indicated in the drawings and specifications meets code requirements.
  - c. Verification that the design indicated meets owner insurance and operational requirements.
  - d. PreConstruction Fee. This will be invoiced separately.
  - e. Abatement, mitigation and/or removal of hazardous or contaminated materials unless previously agreed upon.
  - f. Maintenance agreements beyond substantial completion, unless specifically stated within the contract documents.
  - g. Construction Testing and Inspection Services.
  - h. Temporary and permanent utility cost during construction.
  - i. Electric, Gas or Water municipal impact fees, as well as utility company charges for permanent power, telephone service and CATV.
  - j. Permanent utility cost during construction start-up, test and occupy the building.
  - k. Cost of permanent water and electrical power usage.
  - l. Furniture, Fixtures and Equipment unless previously agreed upon.
  - m. Sales Tax.
  - n. Items provided by Owner.
  - o. Owner and/or Design contingency.
  - p. Requirements by any Authority Having Jurisdiction that are not specifically depicted or indicated on the Contract Documents.
16. This GMP assumes that Owner furnished items will be on-site in accordance with the Construction Manager's schedule.
17. A Construction Manager's construction 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. The construction contingency shall be the exclusive use of the Construction Manager.
- 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.
  - i. Any unused construction contingency will be returned to the Owner by a deduct change order at the end of the project.
18. The order of precedence of the documents in the event that there is a conflict between documents is:
- a. Future change orders.
  - b. Assumptions and Clarifications
  - c. Agreement between Owner and Construction Manager.
  - d. Addenda as issued by the Architect.

- e. Contract drawings and specifications, as prepared by the Architect.

#### **Tariff Fees and Import Duties**

19. The parties acknowledge that fluctuation in tariff rates, import duties, or similar governmental imposed fees may impact the cost of materials and equipment used in this project. The Construction Manager shall use reasonable efforts to mitigate such costs, including sourcing alternate materials or suppliers but cannot guarantee avoiding future tariffs being imposed.
20. Any subsequent increases, new tariffs, or changes in trade regulations that result in additional costs shall be treated as follows:
  - a. If tariffs or import duties increase after the contract date, such increases shall be treated as an allowable adjustment to the GMP through a Change Order.
  - b. The Construction Manager shall promptly notify the Owner of any potential tariff-related cost impacts and shall provide supporting documentation for any requested adjustment.
21. If additional tariffs or duties result in increased costs, the Construction Manager shall submit a written request for a Change Order, detailing the specific materials affected, the original and adjusted cost due to tariffs, and reasonable efforts made to mitigate the increase.
22. The Owner shall review and, if justified, approve an adjustment to the GMP.

#### **Insurance and Bonds**

23. Builder's Risk Insurance is included for new construction only. Any renovation work shall be included on the Owner's existing property insurance policy.
24. We have not included any sales tax and will require a Sales Tax Exemption Certificate as a condition precedent to the issuance of any notices to proceed, subcontracts, purchase orders, etc.