



STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 20, 2024

AGENDA ITEM: 4B

Consider and Vote to Accept Amendment 2 for the Guaranteed Maximum Price (GMP) proposed by Willowbrook., Inc. for the SPS Bond 2023 High School Phase I Construction.

BOARD ACTION REQUESTED:

Motion to Accept Amendment 2 for the Guaranteed Maximum Price (GMP) proposed by Willowbrook., Inc. for the SPS Bond 2023 High School Phase I Construction.

BACKGROUND INFORMATION:

Amendment 2 for the Guaranteed Maximum Price (GMP) includes the construction costs for the SPS Bond 2023 High School Phase I project. The GMP consists of the pricing for trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's fee; and other items that comprise the GMP.

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 20th day of June in the year 2024 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 11th day of April in the year 2023 (the "Agreement")

for the following **PROJECT**:

Amendment No. 2 (Base Bid + Alternate 1, 2, 3, 4)

SPS Bond 2023 High School Phase 1
Main Package

THE OWNER:

Independent School District No. 16 of Payne County, Oklahoma
314 South Lewis Street
Stillwater, Oklahoma. 74074

THE CONSTRUCTION MANAGER:

Willowbrook, Inc.
Successor by name change to CMSWillowbrook, Inc.
620 NE 36th St
Oklahoma City, Oklahoma. 73105

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- 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 Sixty Million, Nine Hundred Ninety Thousand, Seven Hundred Sixteen dollars and Thirty-one cents (\$60,990,716.31), subject to additions and deductions by Change Order as provided in the Contract Documents.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.2 **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 No 1: Additional 2 Classrooms	\$ 276,690.25
Alternate No 2: West Parking Lot	\$1,162,831.00
Alternate No 3: Nurse Waiting Door 1040	\$ 62,048.00
Alternate No 4: Interior & Exterior Signage	\$ 371,009.00

§ 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)
Unit Price No 1: Pier Length Add	LF	
- 18" Shaft Dia.	LF	\$58.00
- 24" Shaft Dia.	LF	\$58.00
- 30" Shaft Dia.	LF	\$72.00
- 36" Shaft Dia.	LF	\$96.00
Unit Price No 2: Pier Length Deduct	LF	
- 18" Shaft Dia.	LF	\$0
- 24" Shaft Dia.	LF	\$0
- 30" Shaft Dia.	LF	\$0
- 36" Shaft Dia.	LF	\$0
Unit Price No 3: Permanent Casing for Concrete Piers	LF	
- 18" Shaft Dia.	LF	\$235.00
- 24" Shaft Dia.	LF	\$235.00
- 30" Shaft Dia.	LF	\$260.00
- 36" Shaft Dia.	LF	\$280.00

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:

(Insert a date or a means to determine the date of commencement of the Work.)

Init.

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: July 12, 2026

§ 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	May 3, 2024	All
Addendum	No. 1	May 15, 2024	All
Addendum	No. 2	May 24, 2024	All
Addendum	No. 3	May 28, 2024	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
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Other identifying information:

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

Init.

Item	Price
Ladders	\$ 30,000.00
Equipment – Retractable Belt Stanchion	\$ 500.00
Bistro	
Equipment – Welding Curtains	\$ 10,000.00
Equipment – Epoxy Resin Drying Rack	\$ 500.00
Equipment – Interior Safety Bollards	\$ 5,000.00
Signage	\$327,752.00
Security	\$150,000.00
Metal Railings	\$450,000.00
Lab Equipment	\$100,000.00
Intercom/Clock	\$405,000.00
Sod, Hydromulch & Erosion Control	\$ 50,000.00
Temporary Utilities	\$120,000.00
Permits	\$ 33,700.00
Material Testing & Inspections	\$314,000.00
Additional Pier Depths	\$100,000.00
Pier Casings	\$450,000.00
Seclusion Room Padding	\$ 10,000.00
Precast Stain and EPS Void Fill	\$ 8,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
See Attachment No. 5 – Clarifications and Assumptions

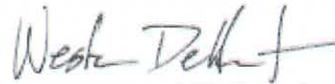
§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

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)

Dr. Marshall Baker
SPS Board President
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Weston DeHart, President
Willowbrook, Inc.
(Printed name and title)

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

NO	AMOUNT	DESCRIPTION	Allowance 1 Add 2 Classroom	Allowance 2 West Parking Lot	Allowance 3 Hines Walking Door 1000	Allowance 4 Johnson & Johnson Storage	TOTAL Allowance	CONTRACTOR	NOTES
1	1,142,000.00	General Conditions							
2		Demolition							
3		Site Utilities							
4		Electrical Switchgear - Material Only							
5	1,048,200.00	Site Utilities - Private		20,000.00					
6	3,962,000.00	Paving & Walks		785,000.00					#3
7	3,962,000.00	Concrete	25,000.00						
8	800,000.00	Masonry	41,300.00						#3
9	3,720,000.00	Structural Steel	52,000.00						
10	172,000.00	Roofing	2,200.00						#3
11	172,000.00	Roofing	2,200.00						#3
12	289,472.00	Waterproofing & Sealants							
13	1,776,000.00	Roofing							
14	1,855,657.00	Metal Panels							
15	430,000.00	Roofing							
16	430,000.00	Roofing							
17	2,310,000.00	Roofing							
18	3,704,755.00	Drywall & Ceiling	37,460.00						
19	645,000.00	Painting & Wallcovering	4,500.00						
20	1,110,000.00	Painting & Wallcovering	10,000.00						
21	301,958.00	Polished Concrete							
22	111,584.23	Aluminum Flooring							#3
23	30,000.00	Aluminum Flooring							#3
24	30,000.00	Aluminum Flooring							#3
25	1,000.00	Plastic Toilet Compartments							#1
26	47,255.00	Plastic Toilet Compartments							#1
27	91,000.00	Rolling Panel Partitions							#1
28	42,000.00	Rolling Panel Partitions							#1
29	5,773.00	Fire Protection Cabinets							#1
30	5,773.00	Fire Protection Cabinets							#1
31	13,000.00	Fire Protection Cabinets							#1
32	8,850.00	Fire Protection Cabinets							#1
33	8,135.00	Fire Protection Cabinets							#1
34	500.00	Fire Protection Cabinets							#1
35	500.00	Fire Protection Cabinets							#1
36	5,000.00	Fire Protection Cabinets							#1
37	5,000.00	Fire Protection Cabinets							#1
38	62,500.00	Fire Protection Cabinets							#1
39	62,500.00	Fire Protection Cabinets							#1
40	89,593.25	Cym Equipment							#3
41	89,593.25	Cym Equipment							#3
42	12,000.00	Staircase							#3
43	12,000.00	Staircase							#3
44	57,000.00	Fire Suppression							#3
45	57,000.00	Fire Suppression							#3
46	4,248,000.00	HVAC							#1
47	4,248,000.00	HVAC							#1
48	150,000.00	Security							#1
49	90,000.00	Security							#1
50	90,000.00	Security							#1
51	49,000.00	Security							#1
52	1,520,977.00	Landscape & Hardscape							#1
53	1,520,977.00	Landscape & Hardscape							#1
54	421,000.00	Sprinkler							#3
55	421,000.00	Sprinkler							#3
56	123,000.00	Medical Equipment							#3
57	465,000.00	Allowance - Intercom/Click							#1
58	465,000.00	Allowance - Intercom/Click							#1
59	314,000.00	Allowance - Security							#1
60	314,000.00	Allowance - Security							#1
61	100,000.00	Allowance - Additional Per Depth							#1
62	100,000.00	Allowance - Additional Per Depth							#1
63	450,000.00	Allowance - Fire Alarm							#1
64	450,000.00	Allowance - Fire Alarm							#1
65	8,000.00	Allowance - Prepaid State and EPS Void FB							#1
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**Stillwater Public Schools
Bond 2023 High School 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	3/12/2024	\$ -	\$ -
Amendment No. 1 - SHS Early Package (Base Bid)	3/12/2024		
GENERAL CONDITIONS		\$ 141,916.00	
Bid Package 1 - Demolition - MK Excavation, LLC		\$ 686,000.00	
Bid Package 2 - Site Utilities - D Owen Construction, LLC		\$ 274,500.00	
Bid Package 3 - Early Electrical Switchgear - Colburn Electric, LLC		\$ 349,800.00	
Allowance - Materials Testing and Inspections		\$ 11,000.00	
Allowance - Permits		\$ 1,300.00	
Allowance - Unforeseen Conditions		\$ 150,000.00	
Allowance - Fencing		\$ 50,000.00	
Owner Contingency		\$ 83,226.00	
CM Contingency		\$ 49,935.00	
Bonds		\$ 10,551.00	
Builders Risk Insurance		\$ 4,899.00	
General Liability Insurance		\$ 7,348.00	
CM Fee		\$ 63,717.00	
		\$ 1,884,192.00	\$ 1,884,192.00
Pre-Construction Fee	6/20/2024	\$ 110,920.00	\$ 1,995,112.00
Amendment No. 2 - SHS Main Package (Base Bid + Alt 1, 2, 3, 4)	6/20/2024		
GENERAL CONDITIONS		\$ 1,702,992.00	
Bid Package 4 - Earthwork - MK Excavation, LLC		\$ 1,048,250.00	
Bid Package 5 - Site Utilities - D. Owen Construction, LLC		\$ 1,373,000.00	
Bid Package 6 - Paving & Walks - Turning Point Industries, Inc.		\$ 4,368,300.00	
Bid Package 7 - Concrete - Concrete Enterprises, Inc.		\$ 3,708,500.00	
Bid Package 8 - Precast Concrete - Coreslab Structures (Okla) Inc.		\$ 2,588,211.00	
Bid Package 9 - Masonry - Sun Valley Masonry, Inc.		\$ 841,380.00	
Bid Package 10 - Structural Steel (Mat'l & Erect) - Bennett Steel, Inc.		\$ 3,782,800.00	
Bid Package 11 - Rough Carpentry - Red Mountain Company		\$ 173,200.00	
Bid Package 12 - Millwork - Wood Systems, Inc.		\$ 1,147,232.25	
Bid Package 13 - Waterproofing & Sealants - GDA Contractors		\$ 259,472.00	
Bid Package 14 - Roofing - JR & Co., Inc.		\$ 1,776,000.00	
Bid Package 15 - Metal Panels - Artform LLC		\$ 1,855,657.00	
Bid Package 16 - Doors, Frames, Hardware - Piper Weatherford of Oklahoma LLC		\$ 439,800.00	
Bid Package 17 - Overhead Doors & Grilles - DH Pace Company, Inc.		\$ 120,617.00	
Bid Package 18 - Glass & Glazing - Lee Glass & Window, LLC		\$ 2,390,800.00	
Bid Package 19 - Drywall & Ceilings - Wiljo Interiors, Inc.		\$ 3,742,695.00	
Bid Package 20 - Painting & Wallcoverings - Advanced Commercial Painting, LLC		\$ 650,000.00	
Bid Package 21 - Flooring - Carroll's Commercial Floors, Inc.		\$ 1,185,764.00	
Bid Package 22 - Polished Concrete - KCI Concrete Color Systems, LLC		\$ 301,985.00	
Bid Package 23 - Athletic Flooring - Vector Concepts, Inc.		\$ 111,564.23	
Bid Package 24 - Specialties - Various		\$ 508,647.00	
Bid Package 25 - Signage - J&B Graphics, Inc.		\$ 327,752.00	
Bid Package 26 - Window Treatments - Russell Interiors, Inc.		\$ 54,980.00	
Bid Package 27 - Food Service Equipment - Amundsen Commercial Kitchens, Inc.		\$ 1,357,000.00	
Bid Package 28 - Gymnasium Equipment - School & Office Products of Arkansas, Inc.		\$ 98,583.25	
Bid Package 29 - Telescoping Bleachers - Performance Surfaces, LLC		\$ 63,536.00	
Bid Package 30 - Greenhouses - American Plant Products & Services, Inc.		\$ 148,737.00	
Bid Package 31 - Elevators - Otis Elevator Company		\$ 156,224.00	
Bid Package 32 - Fire Suppression - Kanske Fire Systems, LLC		\$ 539,815.00	
Bid Package 33 - Plumbing - Air Technologies		\$ 2,089,536.00	
Bid Package 34 - HVAC - DeHart Air Conditioning & Electronics, Inc.		\$ 4,321,850.00	
Bid Package 35 - Electrical - Colburn Electric, LLC		\$ 5,789,700.00	
Bid Package 36 - Telecommunications/Low Voltage - Adept Patriot Services, LLC		\$ 311,828.00	
Bid Package 37 - Security - Allowance		\$ 150,000.00	
Bid Package 38 - Fire Alarm - VSC Fire & Security, Inc.		\$ 99,641.00	
Bid Package 39 - Metal Railings - Allowance		\$ 450,000.00	
Bid Package 40 - Fencing & Gates - Superior Fence Construction, Inc.		\$ 49,000.00	
Bid Package 41 - Landscaping & Irrigation - Grooms Irrigation		\$ 1,646,134.00	
Bid Package 42 - Spray Fireproofing - True Fireproofing Company		\$ 12,500.00	
Bid Package 43 - Translucent Polycarbonate Panels - Duo-Gard Industries, Inc.		\$ 421,866.54	
Bid Package 44 - Lab Equipment - Allowance		\$ 100,000.00	
Bid Package 45 - Media Equipment - VOX Audio Visual		\$ 123,602.04	
Allowance - Intercam/Clock		\$ 405,000.00	
Allowance - Sod, Hydromulch & Erosion Control		\$ 50,000.00	
Allowance - Temporary Utilities		\$ 120,000.00	
Allowance - Permits		\$ 33,700.00	
Allowance - Material Testing & Inspections		\$ 314,000.00	
Allowance - Additional Pier Depths		\$ 100,000.00	
Allowance - Pier Casings		\$ 450,000.00	
Allowance - Seclusion Roof Padding		\$ 10,000.00	
Allowance - Precast Stain and EPS Void Fill		\$ 8,000.00	
Owner Contingency		\$ 2,693,994.00	
CM Contingency		\$ 1,616,396.00	
Bonds		\$ 341,548.00	
Builders Risk Insurance		\$ 158,575.00	
General Liability Insurance		\$ 237,864.00	
CM Fee		\$ 2,062,488.00	
		\$ 60,990,716.31	\$ 62,985,828.31