



STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations
APPROVED BY: Uwe Gordon, Superintendent
DATE: November 12, 2024

AGENDA ITEM: 5B

Consider and Vote to Accept Amendment 3 for the Guaranteed Maximum Price (GMP) proposed by Willowbrook Inc. for the construction of the SPS Bond 2023 High School Phase II PA Wing Project.

BOARD ACTION REQUESTED:

Motion to Accept Amendment 3 for the Guaranteed Maximum Price (GMP) proposed by Willowbrook Inc. for the construction of the SPS Bond 2023 High School Phase II PA Wing Project.

BACKGROUND INFORMATION:

Amendment 3 for the Guaranteed Maximum Price (GMP) includes the construction costs for the SPS Bond 2023 High School Phase II PA Wing Project. The GMP consists of pricing for trade categories, including allowances: the Construction Manager's contingency; 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 12th day of November 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. 3 (Base Bid)

SPS Bond 2023 High School
Phase 2 PA Wing

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.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 Nine Million, One Hundred Ninety-three Thousand, Nine Hundred Twenty-five dollars and Twenty-four cents (\$9,193,925.24), 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.

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User Notes:

(1751464046)

§ 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
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

Item	Price	Conditions for Acceptance
Alternate No. 2: Remove Aluminum Storefront at Practice Room	(\$51,600.00)	Expires 12/13/24

§ A.1.1.6 Unit prices, if any:

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price No 1: Acoustical Tectum Wall Panel	SF	
- Add	SF	\$13.50
- Deduct	SF	\$11.00
Unit Price No 2: Barrel Sound Diffuser	Per 2'x4' panel	\$215.00

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.)

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.

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[X] By the following date: May 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	October 4, 2024	All
Addendum	No. 1	October 22, 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:

Item	Price
Metal Panels	\$605,186.81
Polished Concrete	\$40,000.00
Appliances	\$4,000.00
Telecommunications/Low Voltage	\$76,000.00
Security	\$50,000.00
Acoustic Treatment	\$20,000.00
Sod, Hydromulch & Erosion Control	\$8,000.00
Temporary Utilities	\$60,000.00
Permits	\$35,000.00
Material Testing & Inspections	\$60,000.00
Additional Pier Depths or Casings	\$40,000.00

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

See Attachment No. 5 – Clarifications and Assumptions

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§ 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)

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

BID PACKAGE	DESCRIPTION	BASE BID	Alternate 1: Not Applicable	Alternate 2: Remove Aluminum Storefront at Pract.	TOTAL (Base Bid)	CONTRACTOR	NOTES
1	General Conditions	\$ 1,135,328.00			\$ 1,135,328.00		
2	Masonry	\$ 366,466.00			\$ 366,466.00	Sun Valley Masonry, Inc.	
3	Rough Carpentry	\$ 42,000.00		\$ 2,000.00	\$ 44,000.00	Red Mountain Company	#3
4	Millwork	\$ 169,761.00			\$ 169,761.00	Wood Systems, Inc.	
5	Waterproofing & Sealants	\$ 46,209.00			\$ 46,209.00	Oklahoma Roofing & Sheet Metal LLC	
6	Roofing	\$ 383,630.00			\$ 383,630.00	Commercial Roof Solutions, Inc.	#1
7	Metal Panels	\$ 605,186.81			\$ 605,186.81	Allowance	#3
8	Doors, Frames & Hardware	\$ 169,000.00		\$ 10,000.00	\$ 179,000.00	Unified Door & Hardware Group LLC	
9	Glass & Glazing	\$ 542,500.00		\$ (63,600.00)	\$ 478,900.00	Lee Glass & Window, LLC	
10	Drywall & Ceilings	\$ 1,146,687.00			\$ 1,146,687.00	Modern Coatings LLC	
11	Painting & Wallcovering	\$ 167,416.00			\$ 167,416.00	Cherokee Painting	
12	Flooring	\$ 147,900.00			\$ 147,900.00	Bryant's Flooring LLC	
	Polished Concrete	\$ 40,000.00			\$ 40,000.00	Allowance	#1
	Specialties	\$ -			\$ -		
	Visual Display Surfaces	\$ 10,216.00			\$ 10,216.00	YI Specialties	
	Plastic Toilet Compartments	\$ 11,730.00			\$ 11,730.00	YI Specialties	
	Wall Protection	\$ 3,240.00			\$ 3,240.00	YI Specialties	
	Toilet Accessories	\$ 7,025.00			\$ 7,025.00	Oklahoma Specialty Supply, LLC	
	Fire Protection Cabinets	\$ 2,488.00			\$ 2,488.00	Felix Thomson	
	Appliances	\$ 4,000.00			\$ 4,000.00	Allowance	#1
13	Digital Marquee Signage	\$ 49,164.43			\$ 49,164.43	J&B Graphics	
14	Plumbing & HVAC Combined	\$ 849,854.00			\$ 849,854.00	Dense Mechanical	
	HVAC	\$ -			\$ -		
	Telecommunications/Low Voltage	\$ 76,000.00			\$ 76,000.00	Allowance	#1
	Allowance-Security	\$ 50,000.00			\$ 50,000.00	Allowance	#1
	Allowance-Acoustic Treatment	\$ 20,000.00			\$ 20,000.00	Allowance	#1
	Allowance - Sod, Hydromulch & Erosion Control	\$ 8,000.00			\$ 8,000.00	Allowance	#1
	Allowance - Temporary Utilities	\$ 60,000.00			\$ 60,000.00	Allowance	#1
	Allowance - Permits	\$ 35,000.00			\$ 35,000.00	Allowance	#1
	Allowance - Material Testing & Inspections	\$ 60,000.00			\$ 60,000.00	Allowance	#1
	Allowance - Additional Pier Depths or Casing	\$ 40,000.00			\$ 40,000.00	Allowance	#1
						Bid Recommendations	#2
	Subtotal	\$ 6,248,801.24			\$ 6,248,801.24		
	Owner Contingency	\$ 2,312,056.00			\$ 2,312,056.00		
	CM Contingency	\$ 187,454.00			\$ 187,454.00		
	Bonds	\$ 51,486.00			\$ 51,486.00		
	Builders Risk Insurance	\$ 23,904.00			\$ 23,904.00		
	General Liability Insurance	\$ 35,856.00			\$ 35,856.00		
	Subtotal	\$ 8,859,567.24			\$ 8,859,567.24		
	CM Fee	\$ 310,085.00			\$ 310,085.00		
	Precon Fee	\$ 24,273.00			\$ 24,273.00		
	TOTAL ESTIMATED CONSTRUCTION COST	\$ 9,193,925.24	\$ -	\$ -	\$ 9,193,925.24		#4

Note #1: Final costs that are under/over this allowance will increase/decrease the Owner'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 45 days.

Note #3: Bid qualifications

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 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	\$ -	\$ -
<u>Amendment No. 1 - SHS Early Package (Base Bid)</u>	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
<u>Amendment No. 2 - SHS Main Package (Base Bid + Alt 1, 2, 3, 4)</u>	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 - Allowance		\$ 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 - Intercom/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	
	\$	<u>60,990,716.31</u>	\$ 62,985,828.31

Change Order #1 to Amendment No. 1 SHS Early Package

11/12/2024

Allowance - Unforeseen Conditions	\$	(125,825.00)	
Allowance - Privacy Fencing	\$	(50,000.00)	
Owner Contingency	\$	(83,226.00)	
	\$	<u>(259,051.00)</u>	\$ 62,726,777.31

Change Order #1 to Amendment No. 2 SHS Main Package

11/12/2024

Owner Contingency	\$	2,824,000.00	
CM Contingency	\$	84,720.00	
Bonds	\$	17,073.00	
Builders Risk Insurance	\$	7,927.00	
General Liability Insurance	\$	11,890.00	
CM Fee	\$	103,096.00	
	\$	<u>3,048,706.00</u>	\$ 65,775,483.31

Pre-Construction Fee	11/12/2024	\$	-	\$	65,775,483.31
<u>Amendment No. 3 - SHS Phase 2 PA Wing (Base Bid)</u>	11/12/2024				
GENERAL CONDITIONS		\$	1,135,328.00		
Bid Package 1 - Masonry - Sun Valley Masonry, Inc.		\$	366,466.00		
Bid Package 2 - Rough Carpentry - Red Mountain Company		\$	42,000.00		
Bid Package 3 - Millwork - Wood Systems, Inc.		\$	169,761.00		
Bid Package 4 - Waterproofing & Sealants - Oklahoma Roofing & Sheet Metal LLC		\$	46,209.00		
Bid Package 5 - Roofing - Commercial Roof Solutions, Inc.		\$	383,630.00		
Bid Package 6 - Metal Panels - Allowance		\$	605,186.81		
Bid Package 7 - Doors, Frames, & Hardware - Unified Door & Hardware Group LLC		\$	169,000.00		
Bid Package 8 - Glass & Glazing - Lee Glass & Window, LLC		\$	542,500.00		
Bid Package 9 - Drywall & Ceilings - Modern Coatings LLC		\$	1,146,687.00		
Bid Package 10 - Painting & Wallcoverings - Cherokee Painting		\$	167,416.00		
Bid Package 11 - Flooring - Bryan's Flooring LLC		\$	147,900.00		
Bid Package 12 - Polished Concrete - Allowance		\$	40,000.00		
Specialties		\$	-		
Visual Display Surfaces - YI Specialties		\$	10,216.00		
Plastic Toilet Compartments - YI Specialties		\$	11,730.00		
Wall Protection - YI Specialties		\$	3,240.00		
Toilet Accessories - Oklahoma Specialty Supply, LLC		\$	7,025.00		
Fire Protection Cabinets - Felix Thomson		\$	2,488.00		
Appliances - Allowance		\$	4,000.00		
Digital Marquee Signage - J&B Graphics		\$	49,164.43		
Bid Package 13 - Plumbing - Dense Mechanical		\$	849,854.00		
Bid Package 14 - HVAC		\$	-		
Telecommunications/Low Voltage - Allowance		\$	76,000.00		
Allowance - Security		\$	50,000.00		
Allowance - Acoustic Treatment		\$	20,000.00		
Allowance - Sod, Hydromulch & Erosion Control		\$	8,000.00		
Allowance - Temporary Utilities		\$	60,000.00		
Allowance - Permits		\$	35,000.00		
Allowance - Material Testing & Inspections		\$	60,000.00		
Allowance - Additional Pier Depths or Casing		\$	40,000.00		
Owner Contingency		\$	2,312,056.00		
CM Contingency		\$	187,464.00		
Bonds		\$	51,486.00		
Builders Risk Insurance		\$	23,904.00		
General Liability Insurance		\$	35,856.00		
CM Fee		\$	310,085.00		
Precon Fee		\$	24,273.00		
		\$	9,193,925.24	\$	74,969,408.55

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M176 MECHANICAL ROOF PLAN - AREA 6
M401 MECHANICAL DETAILS
M501 MECHANICAL SCHEDULES

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E416 1 FIRE ALARM PLAN - AREA 6
E417 FIRE ALARM ROOF PLAN - AREA 6
E607 ELECTRICAL ONE-LINE DIAGRAM
E608 PANELBOARD SCHEDULES

PLUMBING

P001 PLUMBING NOTES, SYMBOLS AND ABBREVIATIONS
P110 PLUMBING FLOOR PLANS - OVERALL
P116 1 PLUMBING PLAN - AREA 6
P176 ROOF PLUMBING PLAN - AREA 6
P201 PLUMBING ENLARGED PLANS
P301 PLUMBING RISER DIAGRAMS
P401 PLUMBING DETAILS
P501 PLUMBING SCHEDULES

FIRE PROTECTION

F001 FIRE PROTECTION NOTES, SYMBOLS AND ABBREVIATIONS
F110 FIRE PROTECTION FLOOR PLANS - OVERALL
F116 1 FIRE PROTECTION PLAN - AREA 6

ADDENDA

Addendum No 1, dated October 22, 2024

Sheets: G001, A156, A216, A222, A301, A401, A501, A631, A632, A633, A651, ID555, ID556, ID557, ID561, ID562, ID563, ID564, ID601, ID603, E002, E171, E216, E316, E607, E608

END OF SECTION

Stillwater Public Schools
High School Phase 2 PA Wing

Bid Recommendation (Base Bid)

Sealed Bids were opened and read aloud in accordance with the advertisement for bids on October 29, 2024 for the following bid packages:

BIDDER NAME	Base Bid	Alt 2: Remove Alum. Storefront at Practice Room	TOTAL
1 MASONRY			
Sun Valley Masonry, Inc.	\$366,466.00		\$366,466.00
JII Lonestar Industries LLC	\$447,700.00		\$447,700.00
Swift Corp.	\$480,000.00		\$480,000.00
CIA Masonry, LLC	\$560,000.00		\$560,000.00
Recommendation: Award the Base Bid to the low responsible bidder, Sun Valley Masonry, Inc., for a total amount of \$366,466.00.			
2 ROUGH CARPENTRY			
Red Mountain Company	\$42,000.00	\$2,000.00	\$42,000.00
Willowbrook, Inc.	\$48,700.00	\$1,200.00	\$48,700.00
Recommendation: Award the Base Bid to the low responsible bidder, Red Mountain Company, for a total amount of \$42,000.00.			
3 MILLWORK			
Wood Systems Inc	\$169,761.00		\$169,761.00
Recommendation: Award the Base Bid to the low responsible bidder, Wood Systems, Inc., for a total amount of \$169,761.00.			
4 WATERPROOFING & SEALANTS			
Oklahoma Roofing & Sheet Metal LLC	\$46,209.00		\$46,209.00
GDA Contractors	\$86,903.00		\$86,903.00
Alpha Insulation & Waterproofing, Inc.	\$95,700.00		\$95,700.00
Recommendation: Award the Base Bid to the low responsible bidder, Oklahoma Roofing & Sheet Metal LLC, for a total amount of \$46,209.00.			
5 ROOFING			
Commercial Roof Solutions, Inc.	\$383,630.00		\$383,630.00
Sooner Recon, LLC	\$497,000.00		\$497,000.00
Oklahoma Roofing & Sheet Metal, LLC	\$501,137.00		\$501,137.00
Capstone Roofing, LLC	\$513,400.00		\$513,400.00
Alva Roofing Company	\$551,550.00		\$551,550.00
Recommendation: Award the Base Bid to the low responsible bidder, Commercial Roof Solutions, Inc., for a total amount of \$383,630.00.			

Stillwater Public Schools
High School Phase 2 PA Wing

BIDDER NAME	Base Bid	Alt 2: Remove Alum. Storefront at Practice Room	TOTAL
6 METAL PANELS			
No Bids Received			
Recommendation: No bids were received for this package. Recommend carrying an allowance and rebidding.			
7 DOORS, FRAMES, & HARDWARE			
Unified Door & Hardware Group, LLC	\$169,000.00		\$169,000.00
Piper Weatherford Company	\$339,010.00		\$339,010.00
Recommendation: Award the Base Bid to the low responsible bidder, Unified Door & Hardware Group LLC, for a total amount of \$169,000.00.			
8 GLASS & GLAZING			
Lee Glass & Window, LLC	\$542,500.00	-\$63,600.00	\$542,500.00
Tietsort, LLC	\$635,195.00	-\$53,405.00	\$635,195.00
SafeZone, LLC	\$856,209.00	-\$33,685.00	\$856,209.00
Recommendation: Award the Base Bid to the low responsible bidder, Lee Glass & Window LLC, for a total amount of \$542,500.00.			
9 DRYWALL & CEILINGS			
Ortega Construction, LLC dba O-Construction	\$780,000.00		\$780,000.00
GE Construction LLC	\$994,444.00		\$994,444.00
Modern Coatings LLC	\$1,146,687.00		\$1,146,687.00
WilJo Interiors, Inc	\$1,432,060.00		\$1,432,060.00
The Drywall Crew LLC	\$1,900,500.00		\$1,900,500.00
Recommendation: The low and second apparent low bidders did not provide a complete scope of work, therefore considered non-responsive. We recommend awarding the Base Bid + Unit Prices to the third low responsible bidder, Modern Coatings LLC, for a total amount of \$1,146,687.00.			
10 PAINTING & WALLCOVERING			
Cherokee Painting	\$167,416.00		\$167,416.00
Advanced Commercial Painting LLC	\$173,500.00		\$173,500.00
ALPR Construction, LLC	\$175,000.00		\$175,000.00
Ortega Construction, LLC dba O-Construction	\$255,000.00		\$255,000.00
Recommendation: Award the Base Bid to the low responsible bidder, Cherokee Painting, for a total amount of \$167,416.00.			

Stillwater Public Schools
High School Phase 2 PA Wing

BIDDER NAME	Base Bid	Alt 2: Remove Alum. Storefront at Practice Room	TOTAL
11 FLOORING			
Bryan's Flooring, LLC	\$147,900.00		\$147,900.00
Andeco Flooring & Blinds, LLC	\$154,000.00		\$154,000.00
Recommendation: Award the Base Bid to the low responsible bidder, Bryan's Flooring, LLC, for a total amount of \$147,900.00.			
12 POLISHED CONCRETE			
Epoxy Coating Specialists, LLC	\$22,050.00		\$22,050.00
BNR Concrete Polishing	\$28,637.00		\$28,637.00
Advanced Commercial Painting, LLC	\$33,560.00		\$33,560.00
Arrowhead Polishing & Epoxy Construction	\$52,350.00		\$52,350.00
Bryans Flooring, LLC	\$74,738.00		\$74,738.00
Recommendation: Reject all bids for this bid package. Establish an allowance of \$40,000.00 for this scope of work.			
13 PLUMBING			
Dense Enterprises, LLC dba Dense Mechanical	\$404,252.00		\$404,252.00
Elite Piping Contractors, Inc.	\$569,994.00		\$569,994.00
Dense Mechanical (combo 13 & 14)	\$849,854.00		\$849,854.00
Platinum Mechanical LLC (combo 13 & 14)	\$1,422,677.00		\$1,422,677.00
Recommendation: The combination bid submitted for Plumbing and HVAC is lower than the individual responsive bids. Therefore, we recommend to award the Combination Base Bid to the low responsible bidder, Dense Mechanical, for a total amount of \$849,854.00.			
14 HVAC			
Air Conditiong Service, Inc	\$369,000.00		\$369,000.00
Gobers Heat & Air, LLC	\$453,339.00		\$453,339.00
Dense Enterprises, LLC dba Dense Mechanical	\$465,865.00		\$465,865.00
DeHart Air Conditioning & Electronics, Inc	\$533,700.00		\$533,700.00
Dense Mechanical (combo 13 & 14)	\$849,854.00		\$849,854.00
Platinum Mechanical LLC (combo 13 & 14)	\$1,422,677.00		\$1,422,677.00
Recommendation: The low bidder Air Conditioning Service, Inc., has admitted an error in the preparation of their bid, and respectfully request that their bid be set aside in favor of the second low bid. Award included as a combination bid in Bid Package #13 recommendation.			

From: Shell Kincheloe <sk@acservico.com>
Sent: Wednesday, October 30, 2024 1:26 PM
To: Angelo Bradford <angelo.bradford@willowbrook.build>
Subject: Re: Stillwater PS PA Wing- Bid Results- HVAC

Angelo. This is in reference to previous conversation regarding the controls on Stillwater HS that bid on the 29th. Please pull my bid because I was unable to get a price from Automated Integration on bid day. They assured me there would not be in issue with them providing the controls and the NEBB air balance.

However, I understand that Automated Integration is required. Thank you for your help and understanding.

Sincerely,

Shell Kincheloe

Stillwater Public Schools
High School Phase 2 PA Wing

	Unit Price No 1: Acoustical Tectum Wall Panels/SF		Unit Price No 2: Barrel Sound Diffusers/2'x4' panel
	Add	Deduct	
9 DRYWALL & CEILINGS			
Ortega Construction, LLC dba O-Construction	\$0.00	\$8.05	\$80.00
GE Construction LLC	\$0.00	\$169.00	\$300.00
Modern Coatings LLC	\$13.50	\$11.00	\$215.00
WiJo Interiors, Inc	\$17.50	\$0.00	\$311.25
The Drywall Crew LLC	\$0.00	\$6.00	\$0.00

Stillwater Public Schools
High School Phase 2 PA Wing

Bid Recommendation (Base Bid)

Sealed Bids were opened and read aloud in accordance with the advertisement for bids on October 24, 2024 for the following bid packages:

Bidder	Base Bid	
46 MARQUEE		
J&B Graphics, Inc.	\$49,164.43	
A-Max Signs Co.	\$68,323.14	
A-Max Signs Co. - Vol Alt	\$77,486.26	
Takeform	\$99,025.00	

Recommendation: Award the Base Bid to the low responsible bidder, J&B Graphics, Inc., for a total amount of \$49,164.43.

Attachment No. 4 – Bid Qualifications

Bid Package 3 Millwork – Wood Systems, Inc.

Bid Package 7 Doors, Frames, Hardware – Unified Door & Hardware Group LLC



WOOD ESTD 1988
SYSTEMS

Millwork/Casework Proposal

Date 10/29/24

To: General Contractor

Ship To: Blank

Bartlesville, OK

Attention	: n/a	Project Id	: 24-0373
Project Desc.	: SPS HS PH2 PA Wing	Ship Via	:
Terms	: n/a	P.O. Number	: n/a
Delivery Date	: n/a	Salesperson	: Scott Drevicky

In-wall Blocking to be provided and installed by others. Project will not be warranted if blocking is not installed per shop drawings and AWS Edition 2 Section 10.6.1

Item No	Description	Qty	UOM	Width	Depth	Height	Selling Price
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Base Bid

Furnish and Install Casework/Millwork per 505 Project#24010

BID Package 3: Millwork

Includes Specifications: Div 0, Div 1, Sec 055000 as App, Sec 064113 Com, Cont-
Sec 079200 as App, 123661.16 Comp.
Includes 1 Addenda, Dated 10.23.2024
Wood Casework - Frameless, Flush Overlay

A116 Floor Plan Area 6

1300 Hallway 2/ID552

Sect 4/ID710 & 4/ID553
Grain to run Horizontally per 4/ID553 Note
WV-1 Wood Veneer Panel (Signage by others, Steel Tube by others)

1 1300 Hallway 2/ID552

1340 Community Hall Trim 1,4/ID554

4/ID553
Maple Solids above (Wall Graphics by Others)
1.5" x 2" Maple S4S
1/2" x 1/2" Maple S4S

1/ID554
Maple Solids above (Wall Graphics by Others)
1.5" x 2" Maple S4S
1/2" x 1/2" MapleS4S

2 1340 Community Hall Trim 1,4/ID554

1302 Community Space Casework 4/ID553

WV-1 Casework / QTZ-2 Countertop / HDW-2

3 1302 Community Space Casework 4/ID553

Item No	Description	Qty	UOM	Width	Depth	Height	Selling Price
1302	Community Space Display 1/ID553						
	1/ID553 (All Painted GYP by others)						
	WV-1 Finish Panels Outside Face, Jamb & Head						
	SS-2 Countertop						
	2/ID553 (All Painted GYP by others)						
	WV-1 Finish Panels Outside Face, Jamb & Head						
	SS-2 Countertop						
	Display Base bump out and Trim						
4	1302 Community Space Display 1/ID553						
1340	Community Hall 2/ID554						
	Planed 2x6 Maple Display Frames						
5	1340 Community Hall 2/ID554						
1321	Drama Classroom 1/ID563, 2/ID564						
	ROD-3 HD Curtain Rod Track & Wheels/Hangers (Curtains by Others)						
6	1321 Drama Classroom 1/ID563, 2/ID564						
1315	LG Band Room 1/ID561						
7	1315 LG Band Room 1/ID561						
1317B	Music Storage/Instrument Repair 4/ID551						
	WV-1 Casework / SS-2 Countertop w/ 4" Splash / HDW-1						
8	1317B Music Storage/Instrument Repair 4/ID551						
1315B	Laundry 14/ID555						
	WV-1 Casework / SS-2 Countertop w/ 4" Splash						
	ROD-4 Closet Rods						
9	1315B Laundry 14/ID555						
1316	Percussion Storage HD Peg Board						
	HD 4x8 Peg Board with 1x1 Furring						
10	1316 Percussion Storage HD Peg Board						
Fabric Curtains							
11	Fabric Curtains						
Window Sills							
	W2 & W3 Sills						
12	Window Sills						
Quartz							
13	Quartz						
Payment & Performance Bonds							
Payment & Performance Bond							
14	Payment & Performance Bonds						
15	Base Bid						

TOTAL \$ 169,761.00

Please Note: Prices valid for 30 days.

FADCO will not be held liable for any material cost increases that occur in the future due to potential impending tariffs that may be imposed on some imported materials. Any and all costs of tariffs that are imposed will be the sole responsibility of the end user. Of course, the end user will always have the option of choosing a material that does not qualify for tariffs, however new brand and finish selections may come with higher cost as well, and end user will be responsible for all costs associated with that increase as well.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviations from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Millwork/casework Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: General Contractor By: _____ Date: _____

Accepted: Wood Systems, Inc By: _____ Date: _____



Unified Door & Hardware Group LLC.
 1505 Mercury Circle
 Suite 100
 McKinney, Texas 75071
 (214) 385-4605 Office/214+679+6782 Cell

10/29/2024

Proposal: TX24-165

Willowbrook Construction Services
 620 NE 36th St.
 Oklahoma City, OK 73105

Project Name:
Stillwater High School Phase 2 PA Wing
 410 W. Franklin Lane
 Stillwater, OK 74075

Attn: Hilary Peter

Thank you for providing the Unified Door and Hardware Group with this opportunity to present to you our proposal for the Stillwater High School Phase 2 PA Wing project.

We propose the furnishing and delivery of doors, frames, and finish hardware as outlined below. The values presented here are based on our material scope, our qualifications, and our exclusions as expressly outlined within the body of this proposal. Should you feel that we have omitted or included items in our scope incorrectly please contact us as soon as possible.

Material Furnished and Delivered

Material Price (Less Tax)	\$164,070.00
BOND	4,930.00
Material Total w/Bond	\$169,000.00

This proposal is based upon the following bid documents.

Bid Documents	Dated	Document Completion %
Architectural Plans & Drawings	10/04/2024	100%
Specification Sections: 081113 087100	10/04/2024 10/04/2024	
Door Schedule Sheet Number(s):	A631 10/04/2024	100%
Includes Addendum	1 - 10/23/2024	

Please continue reading the remainder of our proposal for standard and project specific qualifications, exclusions, lead times, deliveries, and other valuable information.

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SPECIFICATION SECTION: 081113 HOLLOW METAL DOORS AND FRAMES

Hollow Metal Frames:		
Hollow Metal Frame Construction – <input checked="" type="checkbox"/> Welded / <input type="checkbox"/> Knock Down		
Single 3-Sided	12	Each
Pair 3-Sided	7	Each
STC Single 3-side	1	Each
STC Pair 3-sided	<u>12</u>	Each
Total Hollow Metal Frame Count		32 Each
Hollow Metal Doors:		
Single Openings (1 ea STC)	13	Each
Pair Openings (2-leafs per opening) (12 pr STC)	<u>19</u>	Pair
Total Hollow Metal Door Leaf Count		51 Each

Hollow Metal Qualifications:

1. All frames to be 14 ga., continuous weld.
2. All NON-STC doors to e Energy Efficient 777 Trio-E series, 16 ga.
3. All STC 54 doors to be 757 series, 16. Ga.
4. STC doors were tested in a 3070 single configuration. 6070 pair configurations tested up to STC51 with cam-lift hinges, and up to STC49 with butt hinges.

Hollow Metal Exclusions:

1. Glass for vision kits
2. This proposal does not include frame insulation, grouting, bituminous coating, Tnemec coating, or asphalt emulsion of any kind.
3. Field measuring of existing frames and/or field surveys of walls unless otherwise noted.

SPECIFICATION SECTION: 087100 FINISH HARDWARE

Architectural Hardware:	
• Quantity of Sets Assigned to Hollow Metal & Architectural Wood Doors	32 Sets
• Quantity of Sets Assigned to Storefront Aluminum Framed Openings	0 Sets
<input type="checkbox"/> All Hardware Included <input type="checkbox"/> Cylinders only <input checked="" type="checkbox"/> All Hardware by Others	

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Finish Hardware Qualifications:

1. If specified, interchangeable construction cores are to be returned to UDHG at the end of the project. Additional charges will be assessed for construction cores that are not returned.
2. Unless noted otherwise any hardware samples requested and provided are to be turned over and incorporated into the project's bill of materials.
3. This bid includes EPDM Rubber Perimeter Seals, adjustable retainers, gravity Glide Cam-Lift Hinges, L-Frame Door Bottoms Thresholds and Acoustic Astragals at Meeting Stiles of Pairs (as required). All accessories will ship with the doors

Finish Hardware Exclusions:

1. All items considered to be part of the security and access control package as defined by the security and access control specification(s) including but not limited to power supplies, low voltage wiring, conduits, wire pulls and all terminations.
2. Setting Up of Key Cabinet & Key Management Software (if Specified).

STANDARD QUALIFICATIONS

1. LEED Requirements, if applicable and specified in the appropriate specification sections, are included according to the specified manufactures' capabilities. Therefore, compliance with the specified LEED requirements may be limited by the products specified.
2. The warranty of material shall be limited to the warranty extended to Unified Door & Hardware Group by its suppliers. All warranties are the maximum allowed by each manufacturer. No other warranties expressed or implied shall supersede those as set forth by the manufacturers.
3. Door / Frame sizes and elevations may vary from those specified or shown in the bid documents to maintain the specified fire and warranty requirements.
4. We cannot guarantee all the specified door, frame, and hardware manufactures listed within the bid documents have products that are compatible with one another. We therefore reserve the right to provide alternate material, or items, by a specified manufacturer to obtain the intended function.
5. All undercuts to be confirmed by the client during the submittal process.
6. Where manufacturer's product numbers have been specified incorrectly, we have done our best to interpret the architect's intent and cost the indented item. If we have made an error in our interpretation, we will not be held liable for any additional costs associated with providing the correct item.
7. All ratings (Fire / STC / Blast / Temp Rise / etc.) unless otherwise noted, have been determined and priced as listed on the architect's door schedule.
8. Submittals will not commence until we have received a formal "Notice to Proceed."
9. Should one of the specified manufacturers or vendors, as a normal course of business, require a deposit before processing your order. The UDH Group will invoice for said deposit and will not release any material requiring deposits without the deposit invoice being satisfied.

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STANDARD EXCLUSIONS

1. Glass and glazing unless specifically stated otherwise herein.
2. Aluminum storefront doors, frames, and hardware.
3. Herculite/glass doors, frames, and hardware.
4. Demountable Partitions and all associated hardware.
5. Attic Stock unless specifically stated otherwise herein.
6. Signage.
7. Permits / Inspections / Certifications.
8. Protection of installed materials.
9. Coordination with existing conditions.
10. Third party master keying.
11. Hoisting
12. Code interpretation.

PROJECT EXECUTION AND LOGISTICS

The value(s) represented in this proposal are predicated on material being shipped by 10/1/2025 It is our understanding that this date is in accordance with the project’s construction schedule at the time of this writing. If the project is delayed necessitating shipments after said date, the delayed materials may be subject to a manufacturer’s cost increases and may need to be quoted based on market conditions. If required, any adjustments to our contract will be addressed via a change order.

MATERIAL LEAD TIMES:

The anticipated manufacturing lead times for the material listed in this proposal have been outlined below. The times provided should be considered an estimated time and represent industry standard lead times at the time of this writing. All lead times are subject to change.

Shop drawings	06 to 08 weeks
Hollow metal doors & frames:	04 to 08 weeks
Finish hardware:	12 to 14 weeks
Keyed cylinders:	10 to 12 weeks
Specialty products:	16 to 16 weeks

Please allow one additional week for order entry after we are in receipt of approved submittals with no unanswered questions. And one additional week should also be added for transportation of materials once manufactured.

Unified is not responsible for manufacturing and other delays beyond our control.



PROJECT DELIVERY PROFILE:

The following denotes the number of deliveries included in the base proposal price.

Product	Size/Type of Truck	Qty of Truck Loads	Floors Per Truck Load	Approximate Full Truck Load Quantities
HM Welded Frames	42' Box	1	1	ALL
HM Doors	42' Box	1	1	ALL
Finish Hardware	20' Box	1	All	Full Shipment

1. This proposal's value is predicated on delivering the above quantities with the truck size and type listed. If the truck size(s) listed above are not compatible with any project site restrictions, please notify us and we will adjust this proposal accordingly.
2. This proposal is based on full truck load shipments to the project site. Partial, expedited, off-site, or additional deliveries will incur additional costs.
3. All deliveries are tailgate delivery, no liftgate service is provided.
4. All deliveries will be made during normal working hours (M-F 7:30AM – 3:30PM). No after hour or weekend deliveries provided in base scope.
5. No flagman or traffic control provided for deliveries. This is to be provided by others, if necessary.

ALTERNATES

None requested.

TERMS OF OFFER

1. **Unless stated otherwise herein, this proposal is good for a period of 30 days from the date of this proposal.**
2. For clients in good standing, payment terms are Net 30 days from delivery.
3. This offer supposes payment terms without retainage or hold back on material billings. All material invoices are to be paid in full.
4. This is a lump-sum proposal; the products in this proposal may not be purchased separately.
5. This proposal reflects current published and custom configured pricing based on the ship dates outlined in the Project Execution section of this offer. This offer does not include any future unannounced manufacturer's surcharges, tariffs, etc... If any material within our scope of work becomes subject to this type of price increase, we will submit a contract change order(s) as applicable at the time said cost increase is imposed.
6. All "alternate" values presented in this proposal are based on client acceptance prior to our "notice to proceed". Once UDHG has proceeded with work all "alternate" values are null and void and will be updated as needed to reflect current costs.

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Unified Door & Hardware Group LLC.
Proposal: TX24-165

7. Stored Material has not been calculated as part of the value of this proposal. If UDHG is required to store material, project progress payments must be made for any materials stored in a secure off-site location (including a UDHG warehouse). Progress payments must include additional compensation for storage expenses such as insurance, handling, etc. UDHG will provide additional documentation as required.
8. Once a project schedule has been agreed upon, it is the responsibility of the purchaser to provide all schedule updates as soon as possible.
9. This is a material only proposal, if accepted, UDHG will anticipate receipt of a Purchase Order agreement for the value of this proposal, plus any applicable taxes.
10. As a material supply only vendor, UDHG will not accept liquidated or consequential damages.
11. **Engineering and mobilization will be invoiced upon completion of project submittal package.**

Thank you for the opportunity to submit this proposal. We will do everything we can to ensure a successful project. If you have any questions, please reach out to me directly.

Sincerely,

Ken Sweet

Senior Sales Consultant



1505 Mercury Circle Suite 100 McKinney, TX 75071

D: (214) 385-4605 C: (214) 679-6782

✉ ksweet@udhgroup.com

🌐 www.udhgroup.com



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Clarification and Assumptions

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.

General Assumptions

1. This GMP is based on the 100% Final Bid Documents for the Stillwater Public Schools, New High School Phase 2 PA Wing, as prepared by 505 Architects, dated October 4, 2024, and the following Assumptions and Clarifications.
2. The bids have been solicited on the basis of award within 45 days.
3. The GMP is based on an assumed construction start in November 2024.
4. All off-site permits are not included and shall be paid by the Owner or via allowance if included in GMP.
5. Any requirements by Stillwater Public Schools, City of Stillwater, the State Fire Marshal or any other Authority Having Jurisdiction that are not specifically depicted or indicated in the Contract Documents have not been included in the GMP.
6. This GMP assumes that Owner furnished items will be on-site in accordance with the Construction Manager's schedule.
7. The costs of construction testing and inspection services are included in this GMP proposal as an allowance.
8. It is assumed that the Contract Documents are in compliance with all required codes, including, local, state and federal requirements, so no monies are included for changes to the Contract Documents necessary to comply with the aforementioned codes and requirements.
9. The schedule format to be used is MS Project or P6.
10. This GMP is based on CM utilizing the Construction Managers cloud-based management software for project administration including the processing of submittals, RFIs, meetings, photographic documentation, emails, etc.
11. This GMP is based on all awarded low bidders entering and executing a contract with CM upon GMP approval. If subcontractor does not enter contract, CM will either re-bid or move to next low bidder which may result in increase to GMP.
12. This GMP is based on Design team will provide necessary CAD files to CM for various shop drawings and submittals at no additional costs.
13. 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 Manager shall get owner approval for contingency use.
 - a. Mitigation of weather impact, such as abnormal inclement weather.
 - b. Losses, expenses or damages not covered by insurance, including any deductible amount.
 - c. Subcontractor failures not covered by a subcontractor performance and payment bond.

- d. Increases in quantity or quality, which should have been reasonably inferable from the Contract Documents but not specifically shown therein.
 - e. Items not properly coordinated or left out of the Bid Package scope of work.
 - f. Underestimating
 - g. Schedule acceleration and overtime including unexcused schedule delays due to subcontractor work, performance, or schedule.
 - h. Any unused construction contingency will be returned to the Owner by a deduct change order at the end of the project.
14. An Owner contingency is included in the GMP. The use of this contingency is at the discretion of the Owner to pay for items not included in the scope of the GMP such as:
- a. Inclusion of items specifically excluded from this estimate.
 - b. Designer errors and omissions and any act or neglect of the Owner that affects the schedule or GMP.
 - c. Acts of separate contractors employed by the Owner that affect the schedule or GMP.
 - d. Any additional costs for Owner requested subcontractors.
 - e. Other causes beyond the Construction Manager's control.
16. The order of precedence of the documents in the event that there is a conflict between documents is:
- a. Future change orders.
 - b. These Assumptions and Clarifications dated November 12, 2024.
 - c. Agreement between Owner and Construction Manager.
 - d. Addenda as issued by the Architect.
 - e. Contract drawings and specifications, as prepared by the Architect.
17. General Conditions and Requirements amount is a lump sum and shall be billed on an equivalent monthly basis throughout project duration, beginning in July 2024.
18. The following items are **NOT INCLUDED** in the GMP: A/E fees, CM PreConstruction Fee, Civil Engineering Fee, Furniture, Fixtures and Equipment, Sales Tax, Items provided by Owner, and requirements by the Authority Having Jurisdiction that are not specifically depicted or indicated on the Contract Documents, permanent utility cost during construction start-up, test and occupy the building.
19. Preconstruction services are part of the GMP.
20. The Owner will provide temporary and permanent utility cost during construction, start-up phase, and move-in.
21. The GMP includes allowances for costs not fully determined at time of GMP issue. These costs are indicated on the cost report.