

Special Meeting of The Board of Education Independent School District Number 33,
Creek County
Wednesday, April 2, 2025 8:00 AM
Washington Administration Center Board Room, 511 E Lee, Sapulpa, OK 74066

- I. Call the Meeting to Order
- II. Action Items
 - II.A. Discussion, motion, and vote on a motion to approve/disapprove the GMP Amendment #3 of the Nabholz Construction Contract. This Amendment consists of funds for the new High School Building and PAC, as well as all the site work on the campus.
 - II.B. Discussion, motion, and vote on a motion to approve/disapprove the Certificate of Substantial Completion for the Baseball/Softball Fields and the Associated Field Perimeter Fencing.
 - II.C. Discussion, motion, and vote on a motion to approve/disapprove the Certificate of Substantial Completion for the Westside Sports Complex.
 - II.D. Proposed Executive Session to discuss the purchase or appraisal of real property as authorized by 25 O.S. Section 307(B)(3) of the Oklahoma Open Meeting Act.
 - II.D.1. Vote to convene in Executive Session
 - II.D.2. To acknowledge the Board has returned to Open Session
 - II.D.3. Statement of Executive Session Minutes
- III. Adjourn



To: Mr. Rob Armstrong
Sapulpa Public Schools
511 East Lee
Sapulpa, OK 74066

From: Jordan Knutson
Project Manager, Nabholz Construction Corporation

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

April 2, 2025

Dear Mr. Armstrong,

Bids for the Sapulpa High School – Site Preparation Package were received, and publicly read aloud in the Administration Center on Tuesday, March 11, 2024. The bidding process was conducted in accordance with the Oklahoma Public Competitive Bidding Act, 61. O.S. 1974, §101. One hundred and three (103) bids were received for thirty-three (33) packages from Sub-Contractors. All recommended bidder submissions followed Bidding Requirements as defined in the Nabholz Construction Manager’s Manual.

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

We have reviewed all bids and it is our recommendation that the identified bidders for each bid package be assigned to Nabholz Construction Corporation. It is our recommendation that a GMP Amendment to our construction management Agreement be approved in the amount of Eighty-nine million, two hundred and seventy-seven thousand, eight hundred and sixty-six dollars (\$ 89,277,866.00). This amount includes monies for all recommended work covered in the bidding documents, project requirements, allowances, insurances, and fees. A cost breakdown sheet (Exhibit B) is included.

Thank You,

Jordan Knutson
Project Manager

Attachments

Cc: GMP Amendment #3 Documents

AIA Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 2 day of April in the year 2025, 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 20 day of September in the year 2023 (the “Agreement”)

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

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

Sapulpa High School
3 S Mission Street, Sapulpa, OK 74066

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

Sapulpa Public Schools ISD 19-033
511 East Lee Ave, Sapulpa, OK 74066

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

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

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Ninety-two million, eight hundred and twenty-six thousand, nine hundred and nine dollars (\$ 92,826,909.00), subject to additions and deductions by

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™–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.

Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Refer to Exhibit B Financial Breakdown

GMP Amendment #1: \$129,628.00
GMP Amendment #2: \$3,419,415.00
GMP Amendment #3: \$89,277,866.00

Total GMP Amount: \$92,826,909.00

§ 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 #5A	\$16,519.00
Alternate #6	\$100,000.00
Alternate #7	\$74,648.00
Alternate #11	\$10,000.00
Alternate #12	\$12,700.00

§ 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. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
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§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

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

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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

By the following date: 10/29/2027

§ 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
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§ A.3.1.2 The following Specifications:

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

Refer to Exhibit C

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:

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

Refer to Exhibit C

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

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction

Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title Date Pages

Other identifying information:

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

Item	Price
Fireproofing Bid Package	\$150,000.00
Coiling Doors Bid Package	\$125,000.00
Access Control & Surveillance	\$475,000.00
Utilities & Existing Conditions	\$200,000.00
Site Logistics	\$150,000.00
Misc Coordination	\$300,000.00

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

Refer to Exhibit D

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Refer to Exhibit C

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

Refer to Exhibit B

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

OWNER *(Signature)*

BY: Melinda Ryan, Board of Education
President

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

BY: Justin Woolverton, EVP of Operations

(Printed name and title)

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:23:28 CDT on 04/01/2025.

Changes to original AIA text

PAGE 1

Sapulpa Public Schools ~~High School~~

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~(\$~~ Ninety-two million, eight hundred and twenty-six thousand, nine hundred and nine dollars (\$ 92,826,909.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

~~§ Refer to Exhibit B Financial Breakdown~~

GMP Amendment #1: \$129,628.00

GMP Amendment #2: \$3,419,415.00

GMP Amendment #3: \$89,277,866.00

Total GMP Amount: \$92,826,909.00

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

Item	Price
<u>Alternate #5A</u>	<u>\$16,519.00</u>
<u>Alternate #6</u>	<u>\$100,000.00</u>
<u>Alternate #7</u>	<u>\$74,648.00</u>
<u>Alternate #11</u>	<u>\$10,000.00</u>
<u>Alternate #12</u>	<u>\$12,700.00</u>

[] 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.)

PAGE 3

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

[] By the following date: 10/29/2027

PAGE 4

Item	Price
<u>Fireproofing Bid Package</u>	<u>\$150,000.00</u>
<u>Coiling Doors Bid Package</u>	<u>\$125,000.00</u>
<u>Access Control & Surveillance</u>	<u>\$475,000.00</u>
<u>Utilities & Existing Conditions</u>	<u>\$200,000.00</u>
<u>Site Logistics</u>	<u>\$150,000.00</u>
<u>Misc Coordination</u>	<u>\$300,000.00</u>

Variable Information

PAGE 1

This Amendment dated the 2 day of April in the year 2025, 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 20 day of September in the year 2023 (the "Agreement")

Sapulpa High School

3 S Mission Street, Sapulpa, OK 74066

Sapulpa Public Schools ISD 19-033

511 East Lee Ave, Sapulpa, OK 74066

Nabholz Construction Corporation

10319 E 54th St, Tulsa, OK 74146

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Ninety-two million, eight hundred and twenty-six thousand, nine hundred and nine dollars (\$ 92,826,909.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

[] The date of execution of this Amendment.

[] Established as follows:

PAGE 3

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

[] By the following date: 10/29/2027

Refer to Exhibit C

Refer to Exhibit C

PAGE 4

Refer to Exhibit D

Refer to Exhibit C

Refer to Exhibit B

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Justin Woolverton, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:23:28 CDT on 04/01/2025 under Order No. 20240038907 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



**SPS Capital Improvements GMP Breakdown (Amendments 1 -
Exhibit B**

#	ITEM	Project	Subtotals
1	GMP Amendments		
1.1	GMP Amendment #1 - Prep Work	High School	\$129,628.00
1.2	GMP Amendment #2 - Site Preparation Package	High School	\$3,419,415.01
1.3	GMP Amendment #3 - High School and PAC	High School	\$89,277,866.00
2	Total Construction Costs for High School To Date		
3	TOTAL GMP TO DATE (Amendments #1 - 3)		

Project name

Sapulpa High School and Site
Improvements

Estimator

Danny Duncan

Project

GMP

**CERTIFICATE OF
SUBSTANTIAL
COMPLETION**

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

A/A DOCUMENT G704

PROJECT: Westside Sports Complex
1729 S Wickham Road
Sapulpa OK 74066

ARCHITECT: Reed Architecture & Interiors
ARCHITECT'S PROJECT NUMBER: N/A

TO (Owner): Sapulpa Public Schools
511 E Lee
Sapulpa OK 74066

CONTRACTOR: D.C. Bass & Sons Construction Co
CONTRACTOR PROJECT NUMBER: SS2401
CONTRACT FOR: Baseball & Softball Sports Complex

DATE OF ISSUANCE: March 25, 2025

CONTRACT DATE: December 7, 2023

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

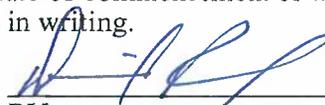
The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the **Baseball Field & Associated Field Perimeter Fencing and the Softball Field & Associated Field Perimeter Fencing** or portion thereof designated above is hereby established as March 25, 2025, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

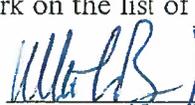
Reed Architecture & Interiors
ARCHITECT


BY

3-25-25
DATE

The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above Date of Substantial Completion.

D.C. Bass & Sons Construction Company
CONTRACTOR


BY

3-25-25
DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at midnight on March 25, 2025.

Sapulpa Public Schools
OWNER


BY

3-25-25
DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

Note - Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage,- Contractor shall secure consent of surety company, if any.)

Owner assumes all responsibility for security, maintenance, heat, utilities and all damage. Owner will fully insure building and contents for full replacement cost and Contractor will have an interest in same until final settlement and payment. Owner will provide and pay for Broadform General Liability Insurance with Contractor named as an additional insured until final settlement and payment.

**CERTIFICATE OF
SUBSTANTIAL
COMPLETION**

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

A/A DOCUMENT G704

PROJECT: Westside Sports Complex
1729 S Wickham Road
Sapulpa OK 74066

ARCHITECT: Reed Architecture & Interiors
ARCHITECT'S PROJECT NUMBER: N/A

TO (Owner): Sapulpa Public Schools
511 E Lee
Sapulpa OK 74066

CONTRACTOR: D.C. Bass & Sons Construction Co
CONTRACTOR PROJECT NUMBER: SS2401
CONTRACT FOR: Baseball & Softball Sports Complex

DATE OF ISSUANCE: March 28, 2025

CONTRACT DATE: December 7, 2023

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Westside Sports Complex or portion thereof designated above is hereby established as March 28, 2025, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

Reed Architecture & Interiors
ARCHITECT

BY

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above Date of Substantial Completion.

D.C. Bass & Sons Construction Company
CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at midnight on March 28, 2025.

Sapulpa Public Schools
OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

Note - Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage, Contractor shall secure consent of surety company, if any.)

Owner assumes all responsibility for security, maintenance, heat, utilities and all damage. Owner will fully insure building and contents for full replacement cost and Contractor will have an interest in same until final settlement and payment. Owner will provide and pay for Broadform General Liability Insurance with Contractor named as an additional insured until final settlement and payment.