



# AIA® Document A133® – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the 10th day of February in the year 2026, 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. 1 (Base Bid

SPS Bond 2023  
High School Athletics Phase 1  
Demolition 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

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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 One Million, One Hundred Forty-eight Thousand, Four Hundred Nineteen Dollars and zero cents (\$1,148,419.00), 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™–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
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
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
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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	January 2, 2026	All
Addendum	No. 1	January 22, 2026	All
Addendum	No. 2	January 27, 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
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Other identifying information:

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

Item	Price
Unforeseen Conditions	\$50,000.00
Utility Disconnects	\$15,000.00
Demo Baseball/Softball	\$22,110.00

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

See Attachment No. 4 – 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

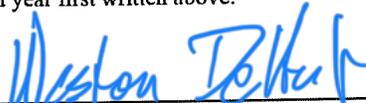
**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

§ 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		TOTAL	CONTRACTOR	NOTES
1	General Requirements	\$ 48,925.00	\$ -	\$ 48,925.00	Midwest Wrecking Co., LLC	
	General Conditions	\$ 34,400.00	\$ -	\$ 34,400.00		
	Demolition (Including Asbestos Abatement)	\$ 834,840.00	\$ -	\$ 834,840.00		
	Allowance - Unforeseen Conditions	\$ 50,000.00	\$ -	\$ 50,000.00		#1
	Allowance - Utility Disconnects	\$ 15,000.00	\$ -	\$ 15,000.00		#1
	Allowance - Demo Baseball/Softball Building	\$ 22,110.00	\$ -	\$ 22,110.00		#1
					Bid Recommendations	#2
	Subtotal	\$ 1,005,275.00	\$ -	\$ 1,005,275.00		
	Owner Contingency	\$ 50,264.00	\$ -	\$ 50,264.00		
	CM Contingency	\$ 30,158.00	\$ -	\$ 30,158.00		
	Bonds	\$ 7,924.00	\$ -	\$ 7,924.00		
	Builders Risk Insurance	\$ 5,857.00	\$ -	\$ 5,857.00		
	General Liability Insurance	\$ 10,106.00	\$ -	\$ 10,106.00		
	Subtotal	\$ 1,109,584.00	\$ -	\$ 1,109,584.00		
	CM Fee	\$ 38,835.00	\$ -	\$ 38,835.00		
	<b>TOTAL ESTIMATED CONSTRUCTION COST</b>	<b>\$ 1,148,419.00</b>	<b>\$ -</b>	<b>\$ 1,148,419.00</b>	<b>&lt;&lt;&lt; GMP</b>	<b>#3</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:** The bids have been solicited on the basis of award within 45 days.

**Note #3:** 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 Demolitiona (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	
		<b>\$ 1,148,419.00</b>	<b>\$ 1,148,419.00</b>

## INDEX OF DOCUMENTS AND DRAWINGS

**SPECIFICATIONS**, dated January 2, 2026, consisting of:

### **Table of Contents (TOC)**

Construction Manager TOC consisting of: Division 0 – Contract and Bidding Documents

Architectural TOC consisting of: Division 1, 2, 31 & 32

**PLANS**, dated January 1, 2026, consisting of:

### **SHEET INDEX**

CS COVER SHEET  
C100 COVER SHEET (CIVIL)  
C101 GENERAL CONSTRUCTION NOTES  
C200 DEMOLITION INDEX  
C201 DEMOLITION PLAN (1 OF 5)  
C202 DEMOLITION PLAN (2 OF 5)  
C203 DEMOLITION PLAN (3 OF 5)  
C204 DEMOLITION PLAN (4 OF 5)  
C205 DEMOLITION PLAN (5 OF 5)  
C300 EROSION CONTROL PLAN  
C301 EROSION CONTROL NOTES

DS101 ARCHITECTURAL DEMOLITION SITE PLAN  
D101 DEMOLITION PLAN – POM & CHEER  
DE101 DEMOLITION POWER/LIGHTING PLANS – POM & CHEER  
DP101 PLUMBING DEMOLITION PLANS – POM & CHEER

D101 DEMOLITION PLAN – SOCCER & TRACK  
DE101 DEMOLITION POWER/LIGHTING PLANS – SOCCER & TRACK  
DM101 DEMOLITION MECHANICAL/PLUMBING PLANS – SOCCER & TRACK

D101 DEMOLITION PLAN – SOFTBALL & BASEBALL  
DE101 DEMOLITION POWER/LIGHTING PLANS – SOFTBALL & BASEBALL  
DM101 DEMOLITION MECHANICAL/PLUMBING PLANS – SOFTBALL & BASEBALL

Mechanical Site Plan – Natural Gas  
Mechanical Site Plan – High School and PAC

Structural Assessment and Testing, dated August 19, 2025, 360 Engineering Group, PLLC

Asbestos Inspection Report from Tec-An, Inc., dated November 10, 2025, for the following:  
Stillwater High School City Gym  
Stillwater High School Main Building  
West Gym

### **ADDENDA**

Addendum No 1, dated January 22, 2026  
CS, D101, D101, DM101

Addendum No 2, dated January 27, 2026

END OF SECTION

Stillwater High School  
Athletics Demolition

**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 January 29, 2026 for the following:

Subcontractor	Base Bid	Alt 1: Removal of Existing Baseball/Softball Buildings	TOTAL
<b>01 - Demolition</b>			
Midwest Wrecking Co., LLC	\$ 834,840.00	\$ 22,110.00	\$ 856,950.00
Total Demolition Services, LLC	\$ 835,875.00	\$ 26,457.00	\$ 862,332.00
Tomahawk Construction Solutions LLC	\$ 845,721.00	\$ 12,050.00	\$ 857,771.00
MK Excavation, LLC	\$ 962,450.00	\$ (51,000.00)	\$ 911,450.00
K&M Dirt Services, LLC	\$ 1,086,000.00	\$ 500.00	\$ 1,086,500.00
D-T Specialized Services, Inc.	\$ 1,088,500.00	\$ 2.00	\$ 1,088,502.00
<b>RECOMMENDATION: Award the Base Bid plus Alternate 1 to the low responsible bidder, Midwest Wrecking Co., LLC, for a total amount of \$856,950.00.</b>			

## Attachment No. 4 – 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 Demolition

Date: February 10, 2026

### Schedule

1. The work is scheduled to start March 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 January 2, 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.