

Bixby Board of Education Special Meeting
Thursday, July 23, 2026 Bixby Board of Education Special Meeting
Bixby Administration Building
23 S Riverview
Bixby, OK 74008

Attendance Taken at 1:03 PM.

Pablo Aguirre: Present

Justin Cheatham: Absent

Matt Dotson: Absent

Drew Martins: Present

Amanda Stephens: Present

Present: 3, Absent: 2.

Attendance Update Taken at 2:04 PM.

Matt Dotson: Present

Present: 4, Absent: 1.

1. As required by Sec. 311, Title 25 of the Oklahoma Statutes, notice is hereby given the Board of Education of Independent School District No.4, Tulsa County, Oklahoma, will hold a Special Meeting on Thursday, July 23, 2026 at 1:00 p.m. at the BPS Administrative Center, 23 S Riverview, Bixby, OK.
2. Call meeting to Order/Roll Call
3. Discussion and possible board action to approve the final Guaranteed Maximum Price Amendment #16 with Nabholz Construction for the Bixby High School Campus at an amount of -\$174,669.22.

Approval of the Nabholz final GMP Amendment on the Bixby High School at an amount of -\$174,669.22. Passed with a motion by Pablo Aguirre and a second by Amanda Stephens.

Pablo Aguirre: Yea

Justin Cheatham: Absent

Matt Dotson: Absent

Drew Martins: Yea

Amanda Stephens: Yea

Yea: 3, Nay: 0, Absent: 2

4. Presentation of information and training to the board led by the Superintendent and CFO. No action is required by the board of education.
5. Vote to Adjourn

At 3:08 p.m. approval to adjourn. Passed with a motion by Amanda Stephens and a second by Pablo Aguirre.

Pablo Aguirre: Yea

Justin Cheatham: Absent

Matt Dotson: Yea

Drew Martins: Yea

Amanda Stephens: Yea

Yea: 4, Nay: 0, Absent: 1

President

Vice President

Clerk

Member

Member



To: Mrs. Lydia Wilson
Bixby Public Schools
23 S Riverview Dr, Bixby, OK 74008
Bixby, OK 74008

From: Jordan Knutson
Senior Project Manager, Nabholz Construction Corporation

Ref: Guaranteed Maximum Price Amendment #16 for BPS Capital Improvements Recommendation Letter

July 16, 2026

Dear Mrs. Wilson,

It is our recommendation that a GMP Amendment to our construction management Agreement be approved in the amount of **negative one hundred and seventy-four thousand, six hundred and sixty-nine dollars and twenty-two cents** (-\$174,669.22). This amount includes all unused funds from the previous GMP Amendments.

Thank You,

Jordan Knutson

Jordan Knutson
Senior Project Manager

Attachments
Cc: GMP Amendment #16 Documents

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 16 day of July 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 05 day of May in the year 2021 (the “Agreement”) (In words, indicate day, month, and year.)

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

Bixby Public Schools – Various Projects
601 S Riverview Dr
Bixby, OK 74008

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

Bixby Public Schools

23 S Riverview Dr.
Bixby, OK 74008

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

Nabholz Construction Corporation

10319 E 54th Street
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

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.

exceed eighty-six million, seven hundred and seventy-eight thousand, one hundred and thirty-seven dollars and fifty-nine cents (\$ 86,778,137.59), subject to additions and deductions by 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

§ 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

§ 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

§ 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)

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: 9/12/2025

§ 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.)

Various

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.)

Various

Number	Title	Date
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§ 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
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Other identifying information:

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

Item

Price

§ 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 C

§ 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 Exhibits

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.)

NA

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

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(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 20:59:35 CDT on 07/01/2026.

Changes to original AIA text

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~(\$ eighty-six million, seven hundred and seventy-eight thousand, one hundred and thirty-seven dollars and fifty-nine cents~~
(\$ 86,778,137.59), subject to additions and deductions by Change Order as provided in the Contract Documents.

☐ ~~+~~ ☒ 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: 9/12/2025

Variable Information

PAGE 1

This Amendment dated the 16 day of July 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 05 day of May in the year 2021 (the "Agreement")

Bixby Public Schools – Various Projects

601 S Riverview Dr

Bixby, OK 74008

Bixby Public Schools

23 S Riverview Dr.

Bixby, OK 74008

Nabholz Construction Corporation

10319 E 54th Street

Tulsa, OK 74146

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed eighty-six million, seven hundred and seventy-eight thousand, one hundred and thirty-seven dollars and fifty-nine cents (\$ 86,778,137.59), subject to additions and deductions by Change Order as provided in the Contract Documents.

Refer to Exhibit B

☒ 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: 9/12/2025

Various

Various

PAGE 4

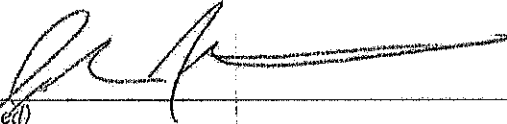
Refer to Exhibit C

Refer to Exhibits

NA

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

I, Jordan Knutson, 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 20:59:35 CDT on 07/01/2026 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)

Exhibit B



BPS Capital Improvements GMP Breakdown (Amendments 1 - 16)
Exhibit B

#	ITEM	Project	Subtotals	NOTES
1	GMP Amendments			
1.1	GMP Amendment #1 - Utility Relocation & Demolition	Academic Building	\$2,054,422.00	Approved 4/21/22
1.2	GMP Amendment #2 - High School Track Building	Track Building	\$2,973,150.00	Includes Alternates 1, 3, 4, & 5
1.3	GMP Amendment #3 - Earthwork & Storm Sewer	Academic Building	\$4,216,614.00	Approved 6/23/2022
1.4	GMP Amendment #4 - HS Football Stadium Improvements	HS Football Stadium Improvements	\$657,845.00	Approved 6/23/2022
1.5	GMP Amendment #5 - Track Building Alternate #2	Track Building	\$349,359.00	Approved 9/8/2022
1.6	GMP Amendment #6 - Structural / Under-Slab Utility Package	Academic Building	\$12,773,493.00	Approved 9/21/2022
1.7	GMP Amendment #7 - HS Academic Building	Academic Building	\$39,673,724.00	Approved 1/12/23
1.8	GMP Amendment #8 - Phase 5	Academic Building	\$7,227,458.00	Approved 6/8/23
1.9	GMP Amendment #9 - Maintenance Building	Maintenance Building	\$505,454.00	Approved 6/27/23
1.10	GMP Amendment #10 - Railings and Technology	Academic Building	\$1,204,879.00	Approved 8/10/23
1.11.1	GMP Amendment #11 - Track Building Finalization	Track Building	-\$52,374.24	Approved 8/10/23
1.11.2	GMP Amendment #11 - HS Football Stadium Improvements Finalization	HS Football Stadium Improvements	-\$43,391.95	Approved 8/10/23
1.12	GMP Amendment #12 - Athletic Building - Civil Package	Athletic Building	\$944,507.00	Approved 9/14/23
1.13	GMP Amendment #13 - Athletic Building	Athletic Building	\$9,298,262.00	Approved 10/27/23
1.14.1	GMP Amendment #14 - 9th Grade Gymnasium	9th Grade Gymnasium	\$4,692,004.00	Approved 1/16/25
1.14.2	GMP Amendment #14 - Academic Building Contingency	Academic Building	\$156,348.00	Approved 1/16/25
1.14.3	GMP Amendment #14 - Maintenance Building Unused Funds	Maintenance Building	-\$12,171.00	Approved 1/16/25
1.15	GMP Amendment #15 - High School Demolition	High School Demolition	\$333,225.00	Approved 6/26/25
1.16.1	GMP Amendment #16 - HS Academic Building Finalization	Academic Building	-\$34,934.26	Presented July 2026
1.16.2	GMP Amendment #16 - 9th Grade Gymnasium Finalization	9th Grade Gymnasium	-\$124,690.73	Presented July 2026
1.16.3	GMP Amendment #16 - High School Demolition Finalization	High School Demolition	-\$15,044.23	Presented July 2026
2	Total Construction Costs for Academic Building To Date		\$67,272,003.74	
3	Total Construction Costs for Track Building To Date		\$3,270,134.76	
4	Total Construction Costs for HS Football Stadium Improvements To Date		\$614,453.05	
5	Total Construction Costs for Maintenance Building To Date		\$493,281.00	
6	Total Construction Costs for Athletic Building To Date		\$10,242,769.00	
7	Total Construction Costs for 9th Grade Gymnasium To Date		\$4,567,513.27	
8	Total Construction Costs for HS Demolition To Date		\$918,189.77	
9	TOTAL GMP TO DATE (Amendments #1 - 16)		\$86,776,137.59	

EXHIBIT C

Contract & Scope Clarifications

1. This GMP includes a credit for the unused funds from the Academic Building, 9th Grade Gym, and Demolition projects.
2. All funds were used on the Athletic Building project.
3. All unused funds from the Track Building, Stadium Improvements, and Track Building were credited in previous GMP Amendments.
4. Any future work will require a GMP Amendment or other means of invoicing.