

BROKEN ARROW PUBLIC SCHOOLS

Educating Today

Leading Tomorrow



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 11-2-2021

Contract/Agreement Vendor: Nabholz

Name of Vendor
Ben Still

Contact Person Phone Number
Nabholz Construction Services

Address
Tulsa, OK

City State Zip

ben.still@nabholz.com

Email address

Date of services

IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE : W9 _____ And _____

Vendor Registration

Person Submitting Contract/Agreement for Review: Courtney Cheatwood COM
Name Site

Reason for Review: (New Agreement, Renewal...): New Agreement

Audience/Group to benefit from Contract/Agreement: District - Broken Arrow Freshman Academy

Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO STACIE CHASE

Principal and Director or Administrator: _____
Signature

Does this Contract/Agreement utilize technology? No Yes

Has it been reviewed by the Chief Technology Officer? No Yes

If yes, Approved by: _____
(Signature) Technology / Approval

Leadership Team Member: _____
Signature

Funding Source: _____
Description OCAS Coding

- Process: PLEASE FOLLOW ALL STEPS**
1. The Contract/Agreement is reviewed and approved by site Principal/ Director/ Administrator.
 2. If Technology related, the Contract/Agreement is reviewed and approved Technology.
 3. Prepare Board Agenda Memorandum and attach to Contract/Agreement.
 4. Begin the requisition process and place a comment in the Notes section that says, "Please hold req pending board approval on 11/8/2021"
Date of Board Meeting
 5. Attach this form with Contract/Agreement and Board Memo
 6. **The appropriate Leadership Team Member will review and submit to the Contract Committee**
 7. Keep copy for your records

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:30a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Stacie Chase. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



MEMORANDUM

To: Dr. Janet Vinson

From: Larry Shackelford

Date: November 8th, 2021

Re: New Agreement – Classroom Millwork at Broken Arrow Freshman Academy

SUBJECT

Accept and Approve the NEW Agreement between Broken Arrow Public Schools and Nabholz Constructions Services for the install of cabinets and counter tops at Broken Arrow Freshman Academy. The cost to the district is \$37,376.00 and will be paid for with Career and Technology Education 412 Funds. L. Shackelford

SUMMARY

Nabholz Construction Services will furnish all labor, materials and equipment unless otherwise noted, for the following specific scope of work: Furnish and install upper cabinets, base cabinets, full-height cabinets and solid surface tops.

FUNDING

Career and Technology Education – 412 Funds

RECOMMENDATION

Approve



Proposal Number: 22-5234-22

Revision: 1

Lump Sum Proposal / Agreement

Proposal For:

Mike Letch

Broken Arrow Public Schools
701 S. Main Street
Broken Arrow, Oklahoma, United States
74012
E-mail: mleitch@baschools.org

Project Information:

Project Title: Classroom Millwork
Location: Freshman Academy
Proposal Number: 22-5234-22
Revision: 1
Proposal Date: 10/11/2021

Nabholz Construction Services ("Nabholz") is pleased to submit this Lump Sum Proposal/Agreement (Inclusive of the General Terms and Conditions attached hereto) ("Agreement") for the above referenced project. This pricing is valid for 30 day(s). If acceptable, please sign where indicated, date and fax (or return) a copy to Nabholz. Thank you for the opportunity to be of service. The pricing and terms of the Agreement are confidential.

SCOPE OF WORK is based on our site visit and as clarified below. Nabholz shall furnish all labor, materials and equipment unless otherwise noted, for the following specific scope of work:

1. Furnish and install approximately 21LF of upper cabinets
Uppers to be 30" tall and standard depth
Include two (2) shelves in each unit
Furnish and install approximately 24LF of base cabinets
Include two drawer bases and one full-height cabinet
Full-height cabinet should include six (6) shelves 18" deep
No shelving in sink base
Euro hinges for doors. Enameled glides for drawers. Pulls to match existing
Furnish and install approximately 30LF of countertop
Millwork shall have white melamine interiors
Millwork shall match existing wood grain laminate as close as we can get
Tops to be square edge with matte finish laminate (color to match removed black chem top)
Provide two (2) stainless steel drop-in sinks and gooseneck faucets
Provide electrical work for two (2) 32" electric ovens and two (2) 32" microwaves
2. Add Alt-Solid Surface Tops \$4,750.00
3. Add Alt-Remove existing FF&E \$950.00

EXCLUSIONS from the scope of work in this proposal are as follows:

1. Owner will provide the Nabholz Craftsmen a safe environment to work by clearing away all non-essential employees and production activities in our work area.
2. Delays caused by the owner or agents of the owner are to be billed as additional to this pricing.
3. All work performed outside the scope of this proposal will be billed at our normal time and material rates.
4. Any city state or federal permits or approvals
5. After Hours, Weekend or Holiday Work
6. Engineering

10319 E. 54th Street Tulsa, Oklahoma 74146 | Phone: 918-632-7200 | Fax: 918-632-7250 | www.nabholz.com

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SCHEDULE for the above scope of work ("Work"), is based on Nabholz Normal Working Hours and Work Days, and shall not exceed 20 work days from the project start date. Unless otherwise agreed, Normal Working Hours and Work Days are defined as Monday through Friday, 7 a.m. – 3:30 p.m. Upon receipt of your written acceptance of this proposal and receipt of applicable permits and governmental approvals, up to 20 work days shall be required as lead time prior to the project start date. If Nabholz is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, or of an employee, or separate contractor or designer employed by the Owner; or by changes ordered in the Work, or by labor disputes, fire, weather, access to work areas, unusual delay in deliveries, unavoidable casualties or other causes beyond the control of Nabholz; or by delay authorized by the Owner; or by other causes which may justify delay in the Owner's reasonable discretion, then the Schedule shall be extended and additional general conditions costs resulting from the delay shall be paid by Owner.

PAYMENT TERMS for this proposal shall be based on monthly progress invoices, no retainage withheld, submitted by Nabholz with payments due in full no later than 30 day(s) from the invoice date.

LUMP SUM PRICE OF THIS PROPOSAL

\$37,376.00

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LUMP SUM PROPOSAL/AGREEMENT GENERAL TERMS AND CONDITIONS

Agreement For:

Broken Arrow Public Schools

Project Information:

Project Title: Classroom Millwork

Contract Documents: Upon execution of this Agreement by the Owner or commencement of Work, whichever occurs first, this Lump Sum Proposal/Agreement ("Agreement"), shall constitute the Contract Documents and shall govern the rights of the parties hereto. In the event of any inconsistencies this Agreement shall control.

Scope of the Work: shall be per the Contract Documents and shall constitute the "Work". Nabholz shall exercise the degree of care, skill and diligence in the performance of the Work, to assure its Work is performed in a good and workmanlike manner, consistent with construction industry standards for similar projects and circumstances in the same geographic area (hereinafter the "Standard of Care"). Nabholz shall have responsibility and control over the performance of the Work, including construction methods, techniques, manner, and sequences for coordinating and completing the various portions of the Work. Nabholz' Standard of Care specifically excludes any design or design-related responsibilities, and any action taken by Nabholz under this Agreement does not and shall not be construed to approve, represent or warrant the adequacy and suitability of the plans and specifications for the purpose for which they are provided. Owner expressly warrants that any plans, drawings, specifications, surveys, soil test and reports, and hazardous material studies furnished by the Owner are true, correct and complete; and Nabholz is entitled to rely upon the adequacy, accuracy and completeness of such documents.

Payment: Owner agrees to pay Nabholz for the performance of the Work, subject to additive or deductive modifications requested by the Owner. Payments are due in full no later than 30 days from the invoice date. Payments due and unpaid invoices shall bear interest at the rate of six percent (6%) per annum or highest rate allowed by law, whichever is less. Final Payment shall be due when the Work is completed, and final invoice is submitted.

IMPORTANT NOTICE TO OWNER

IF BILLS FOR LABOR, SERVICES, OR MATERIALS USED TO CONSTRUCT OR PROVIDE SERVICES FOR AN IMPROVEMENT TO REAL ESTATE ARE NOT PAID IN FULL, A CONSTRUCTION LIEN MAY BE PLACED AGAINST THE PROPERTY. THIS COULD RESULT IN THE LOSS, THROUGH FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR REAL ESTATE BEING IMPROVED. THIS MAY OCCUR EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY PAYING THE ABOVE NAMED PROVIDER OF LABOR, SERVICES, OR MATERIALS DIRECTLY, OR MAKING YOUR CHECK PAYABLE TO THE ABOVE NAMED PROVIDER AND CONTRACTOR JOINTLY.

Insurance & Waiver of Subrogation: Nabholz shall maintain insurance for Workers' Compensation, Builders Risk, Employer's Liability, Comprehensive Automobile Liability, and Comprehensive or Commercial General Liability on an occurrence basis. Owner and Nabholz waive all rights against each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other causes of loss, to the extent those losses are covered by insurance required by the Agreement or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The policies of insurance purchased and maintained by Owner and Nabholz shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to an Owner and Nabholz (1) even though the party would otherwise have a duty of indemnification, contractual or otherwise, (2) even though the party did not pay the insurance premium directly or indirectly, or (3) whether or not the party had an insurable interest in the damaged property.

Disputes: If a dispute arises out of or relates to this Agreement, including the breach thereof, the parties shall first attempt to settle the dispute through direct discussions, then by mediation as a condition precedent to binding arbitration. Unless parties mutually agree otherwise, mediation shall be conducted in accordance with the current Construction Mediation Rules of the American Arbitration Association (AAA). Disputes not resolved by discussion or mediation shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. The arbitration shall be held in the county and state in which the Project is located unless otherwise agreed in writing.

Termination: Owner and Nabholz may terminate this Agreement only in the event of a material breach and only after providing ten (10) calendar days prior written notice to the address stated herein (i) delivered by facsimile or electronic mail, provided sender can provide evidence of successful transmission and that such day is a business day, or (ii) by registered or certified U.S. Mail, return receipt requested. In the event either party fails to cure or fails to diligently commence to cure an alleged material default to the reasonable satisfaction of the non-defaulting party within ten (10) calendar days of receipt of such written notice, the non-defaulting party may terminate this Agreement. Notwithstanding, Nabholz may terminate this Agreement upon ten (10) days prior written notice to Owner if the Work is stopped for a period of 120 consecutive days through no act or fault of Nabholz, including but not limited to when the Work is stopped due to an order of a court or other public authority having jurisdiction, actions by government agencies, or declaration of a national emergency.

Exclusion of Warranties: NABHOLZ MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED. ALL IMPLIED COVENANTS ARE HEREBY WAIVED. WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

Miscellaneous: This Agreement is severable, and any part deemed unenforceable shall not render the remaining part unenforceable. All covenants of the Agreement shall be subject to all federal and state laws, executive orders, rules, or regulations, and this Agreement shall not be terminated, in whole or in part, nor the parties held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such law, order, rule, or regulation or acts of God. Notwithstanding, Nabholz will be entitled to an extension of the time to complete its Work and an equitable adjustment of the contract Price, due to labor shortages, material escalation, or otherwise, for the performance of Nabholz' Work due to events and conditions beyond Nabholz' control, including but not limited to direct and indirect impacts from the Coronavirus pandemic, epidemics, and actions by government agencies. Nabholz will employ efforts to mitigate such delays and increased costs, in consultation with Owner, and will provide updates to Owner as to any time or cost impacts resulting from this provision. Disputes as to the entitlement of extensions of time to complete the Work or increases in the contract Price shall be resolved pursuant to the Disputes provisions of this Agreement. In the event of an Owner-related or third-party union-related dispute or activities on or near the Project, not directly involving Nabholz or its Subcontractors, affecting the schedule or cost of the Project, Owner shall agree to an equitable adjustment of the schedule and cost by Change Order and take all appropriate actions to assure the Work is not disrupted. This Agreement is intended to be the final expression of the parties, and there are no other written or oral agreements relating to the subject thereof. This Agreement may only be amended by a further written agreement signed by both parties. This Proposal/Agreement, when signed by both parties, constitutes the entire agreement and contract between the parties for the performance of the Work described in this Proposal. Faxes of signed Proposal/Agreement are acceptable. As proof of such Agreement, Owner is hereby notified of Nabholz's objection to any terms inconsistent herewith and to any additional terms proposed by Owner in accepting or acknowledging this Proposal/Agreement or otherwise and such terms shall not become a part of this Agreement unless accepted in writing by Nabholz. Neither Nabholz's subsequent lack of objection to any such terms, nor the beginning of Work shall constitute or be deemed an agreement by Nabholz to any such terms. Nabholz will not be responsible for consequential damages of any type under any circumstances. Unless otherwise noted in the Proposal, Nabholz excludes performance and payment bonds; rock excavation; asbestos or any other hazardous material removal, disposal, or encapsulation; services of licensed professionals such as attorneys, architects, or engineers; costs for the after-hour work, shift work, weekend or holiday work.

Market Fluctuations: The price is based on material prices at the time of the Proposal. Any significant price increase (meaning a price increase exceeding 5%) in materials necessary to perform the Work, that occur after the date of this Proposal, shall cause the contract Price to be adjusted by an amount reasonably necessary to cover any increase in costs or to pay for an acceptable substitute and associated costs. Price increases shall be documented through quotes, invoices, or receipts. Nabholz will not be liable for additional costs or damages associated with delays in material deliveries not occasioned by the fault of Nabholz.

EEO: Nabholz complies with both Federal and State laws pertaining to Equal Employment Opportunity (EEO) and does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age (except as otherwise required by child labor statutes), disability, genetic information, sexual orientation, gender identity, veteran status, or any other characteristic protected by law.

Additional Work: Unless otherwise provided in writing between the parties, any additional work requested directed by Owner or its representative(s) shall be governed by the General Terms and Conditions of this Agreement.

Confidential & Competitive Information: Owner acknowledges that certain information provided to it by Nabholz contains information deemed trade secret, proprietary or otherwise confidential. Such information includes but is not limited to Nabholz' research, development, methods, processes, techniques, operations, computer programs; pricing/price modeling, and financial data of Nabholz, its related companies, for payment, change orders, or commercial information, including value engineering and constructability studies; current and prospective clients, subcontractors, and/or competitors; and proposals. Recipient acknowledges the value of such information to Nabholz and agrees to use reasonable diligence in protecting this information from unauthorized disclosures to third parties (excluding any governmental regulatory bodies entitled to access such information by law, or Recipient's parent, subsidiary or affiliated companies, or Recipient's auditors or lenders to the extent such disclosure is necessary). The Recipient agrees it shall not use the information provided in this proposal, in whole or part, for any purpose other than to evaluate the proposal, except that if a contract is awarded to Nabholz as a result of or in connection with the submission of the proposal, Recipient may use the information to the extent provided and consistent with the terms and conditions stated in the contract.

Governing Law: This Proposal/Agreement shall be construed, and its performance governed, by the laws of the state in which the Work is performed.

Broken Arrow Public Schools
Mike Letch

Proposal Number: 22-5234-22
Revision: 1

Respectfully Submitted:

Accepted by Owner:

Signature/Title: _____

Acceptance Date: _____

Desired Project Start Date: _____

Ben Still
Project Manager
Nabholz Construction Services

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