Special Meeting of the Board of Education
Board Room, Administration Building, 900 W Choctaw Ave, Chickasha, Oklahoma 73018
Wednesday, May 17, 2023 at 2:30 PM

If participation at any Board of Education meeting is not possible due to a disability, notification to the Board Clerk at least 24 hours prior to scheduled meeting is encouraged to make the necessary accommodations. The Board of Education may discuss, make motions, vote to approve, vote to disapprove, vote to revise or amend, vote to table, or decide not to discuss any item on the agenda. Except for items one through three, any agenda item may be considered and acted on in any order.

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Discussion and possible action regarding 2023-2024 Start/Stop Times
   Rick Croslin
5. Discussion and possible action regarding District Negotiation Teams
   Rick Croslin
6. Discussion and possible action regarding Guaranteed Maximum Price Amendment - Stadium Retrofix
   Rick Croslin
7. Discussion and possible action regarding New contract with CompSource Mutual Insurance Company
   Pam Ladyman
8. Discussion and possible action to enter into Executive Session to Discuss:
   a. The proposed long-term suspension of a student as requested by student's parent (25 O.S. & 307(B)(5).
9. Acknowledge return to open session and executive session compliance statement
10. Discussion and possible vote to uphold, overturn, or modify the proposed long-term student suspension
11. Discussion and possible action to enter into Executive Session to Discuss:
    a. The proposed long-term suspension of a student as requested by student's parent (25 O.S. & 307(B)(5).
12. Acknowledge return to open session and executive session compliance statement
13. Discussion and possible vote to uphold, overturn, or modify the proposed long-term student suspension
14. Motion to Adjourn

This agenda was posted at 2:00 p.m. on the 16th day of May 2023, on the east and west entrance of the Administration Building, Chickasha Public Schools, 900 W. Choctaw, Chickasha, Ok., and emailed to the concerned public. Notice of the meeting was given to the Grady County Clerk at 2:40 p.m. on the 9th day of May 2023

Rochelle Bowens
Board Clerk

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
May 17, 2023

TOPIC: 2023-2024 Start/Stop Times

ADMINISTRATIVE RECOMMENDATION: Approval of the recommendation

RATIONALE FOR RECOMMENDATION: Please see attachment

FISCAL NOTE: Acceptance of this recommendation will make 11 sections/class periods of additional instruction available between CMS & CHS. This will be made possible as coaches will be able to complete morning practice and be available to teach first hour classes. This is equivalent of adding two additional full-time teaching positions.

OPTIONS:

1. Approve the recommendation.
2. Not approve the recommendation.
3. Request additional information.

CONTACT PERSON: Rick Croslin, Superintendent

Implemented: April 2020

Chickasha Public Schools

May 2023

Start/Stop Times

Purpose To review the current start/stop times schedule for CPS and determine how to successfully meet the needs and conditions for students to succeed at all levels while effectively utilizing District resources.

Challenges

1. Alignment of CHS & CV Tech schedule (AM only)
   a. CHS starts at 7:45am
   b. CV Tech AM session starts at 8:00am
   c. AM students are only able to be enrolled in six classes due to missing 4th hour
      i. CHS 4th hour: 10:33am – 11:25am
      ii. CV Tech (AM): 8:00am – 11:00am
      iii. Students at CV Tech can only earn three (3) credits per session (AM/PM).

2. Middle school athletic practice for 6th – 8th grades (Lincoln & CMS)
   a. Students are missing 1st hour due to practice, travel time back to school sites, & breakfast.
   b. Teachers/Coaches are also missing 1st hour due to practice & travel time back to school sites.
      i. 11 sections of instruction lost due to morning practice. (Impact at CMS & CHS)
      ii. Equivalent to two full-time teachers.

Committee

A District-wide committee was developed to study this matter. The composition of the committee was the following: (22 people)

- Each school site: principal, teacher, & parent
- Departments: Transportation, Child Nutrition, Athletics, & District Admin

Meetings

A total of five (5) meetings were held

- Feb. 15th, March 22nd, April 5th, April 19th, & April 25th

Surveys

Surveys were conducted of parents (March 1st – April 3rd) & staff members (March 22nd – April 3rd). A Google survey was created for each campus (parent & staff) and was sent out to principals for publication.

Results

o BWECC:	Parents – (82)	72% to remain the same for start & stop times
	Staff – (13)	69% to remain same for start & stop times
o Grand	Parents – (107)	72% to remain the same for start times
		76% to remain the same for stop times
	Staff – (36)	58% said remain the same for start times
		64% said remain the same for stop times
o Lincoln	Parents – (85)	58% to remain the same for start times
		70% to remain the same for stop time
	Staff – (20)	79% said remain the same for start times
		95% remain the same for stop times

○ CMS	Parents – (47)	50% to **be later than it currently is** for start times & 58% to remain the same for stop times
	Staff – (22)	63% said remain the same for start times 76% remain the same for stop times
○ CHS	Parents – (68)	53% to remain the same for start times 57% to remain the same for stop times
	Staff – (41)	50% for **later than currently is** for start times 56% for remain the same for stop times

Conclusions

1. Committee did not feel that survey results gave resounding support to keep current start/stop times or call to change
2. Comments indicated understanding of a potential later start time for CHS and need for some adjustments
3. Some adjustments were needed at CHS for AM CV Tech students
4. Research, from discussion, also included sleep patterns of secondary students, student performance, & impact of start times.
5. Any changes in start/stop times or sequences should be mindful of no major time swings (i.e. – starting a site at 9:00am or later OR adjusting a start time to earlier than 7:30am)

Additional Information

- Bus route times were collected for all school sites for drop-off & pick-up times
  - BWECC/Grand AND Lincoln/CMS all use the same bus/driver
  - CHS, special education, & Pre-K has its own bus routes separate of other sites
  - Data indicated that a span of 45 minutes is needed between routes for BWECC/Grand & Lincoln/CMS
- Multiple schedules were developed all fitting within a start time window of 7:45am – 8:45am and a stop time window of 2:30pm – 3:50pm.

Recommendation

The committee recommends the following schedule:

8:00am – 2:45pm	BWECC
8:00am – 2:45pm	Grand
8:15am – 3:20pm	CHS
8:35am – 3:20pm	Lincoln
8:35am – 3:20pm	CMS

Notes:

- Gives ample time for morning practice, travel time back to sites, & breakfast (students & coaches)
- CV Tech AM students would still have to report by 8:00am for class
- Would address 4th hour issues for CHS students that attend CV Tech (AM session)
- Does rearrange the start/stop sequence for school sites by putting elementary sites first and secondary last.
- After school programs are available at both BWECC & Grand students.

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
May 17, 2023

TOPIC: District Negotiations Teams

ADMINISTRATIVE RECOMMENDATION: Approval of the district negotiations team

RATIONALE FOR RECOMMENDATION: The following people are being recommended to represent the Chickasha Public Schools Board of Education in negotiations with our union's leadership for the 2023-2024 school year:
Jennifer Stegman, Assistant Superintendent / Chief Financial Officer
Pam Ladyman, Executive Director of Personnel & Student Services
Dr. Demeka Norwood, Federal Programs Coordinator
Rick Croslin, Superintendent

FISCAL NOTE: None

OPTIONS:

1. Approve the district negotiations team.
2. Not approve the district negotiations team.
3. Request additional information.

CONTACT PERSON: Rick Croslin, Superintendent

Implemented: April 2020

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
May 17, 2023

TOPIC: Guaranteed Maximum Price Amendment – Stadium Retrofit

ADMINISTRATIVE RECOMMENDATION: Approval of the amendement

RATIONALE FOR RECOMMENDATION: This is an amendment to the contract between CMS Willowbrook and CPS for construction management services. The amendment reflects the bids that were received for the concrete repairs to be completed by August 15, 2023.

FISCAL NOTE: (see attached amendment)

OPTIONS:

1. Approve the amendment.
2. Not approve the amendment.
3. Request additional information.

CONTACT PERSON: Rick Croslin, Superintendent
Dan Turner, Executive Director of Operations

Implemented: April 2020

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 17th day of May in the year 2023 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 12th day of September in the year 2022 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**

Amendment No. 1 (Base Bid + Unit Prices)

Chickasha Public Schools
Bond Issue 2022
Stadium Retrofit

THE OWNER:

Chickasha Public Schools
900 W Choctaw Ace
Chickasha, Oklahoma 73018

THE CONSTRUCTION MANAGER:

CMSWillowbrook, Inc.
3108 S 9th St
Chickasha, Oklahoma. 73018

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.

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 One Million, One Hundred Fifteen Thousand, Two Hundred Sixty-nine dollars and Ninety-seven Cents ($1,115,269.97), subject to additions and deductions by Change Order as provided in the Contract Documents.

Init.
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User Notes:

§ 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.)

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 1 – Painting of Water Tower	$0.00	N/A

§ A.1.1.6 Unit prices, if any:

Item	Units and Limitations	Price per Unit ($0.00)
Vertical Underslab Repair	Per SF	182.11
Partial Depth Horizontal Repair	Per SF	$62.11
Full Depth Repair	Per SF	$340.00
Riser Crack Repair	Per LF	$93.08
Mortar Rub CMU Block Walls	Per SF	$10.00

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.)

[X] 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.

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User Notes:

[X] By the following date: August 15, 2023

§ 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

§ 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	April 30, 2023	All
Addendum	No. 1	April 3, 2023	All
Addendum	No. 2	April 10, 2023	All
Addendum	No. 3	April 28, 2023	All
Addendum	No. 4	May 2, 2023	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:

Other identifying information:

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

Item	Price
Aluminum Ramp	$49,970.00
Add'l Concrete & Masonry Repairs	$120,000.00
Demolition	$50,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
See Attachment No. 5 – Clarifications and Assumptions

§ 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:

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User Notes: (1299342148)

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Robyn Morse Board of Education, President (or designee)	Weston DeHart CMSWillowbrook, President

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User Notes: (1299342148)

Chickasha Public Schools
Stadium Retrofit

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

May 17, 2023
CMSWillowbrook

BID PACKAGE	DESCRIPTION	Base Bid	TOTAL	CONTRACTOR	NOTES
	General Requirements	$ 77,250.00	$ 77,250.00		
	General Conditions	$ 133,000.00	$ 133,000.00		
1	Concrete	$ 63,700.00	$ 63,700.00	CMSWillowbrook, Inc.	
2	Stadium Concrete Repair/Remediation	$ 438,965.95	$ 438,965.95	Mid-Continental Restoration Company, Inc.	#3
3	Masonry	$ 16,300.00	$ 16,300.00	Superior Masonry, LLC	
	Allowance - Aluminum Ramp	$ 49,970.00	$ 49,970.00		#1
	Allowance - Add'l Concrete & Masonry Repairs	$ 120,000.00	$ 120,000.00		#1
	Allowance - Demolition	$ 50,000.00	$ 50,000.00		#1
		$ -	$ -		
				Bid Recommendations	#2
	Subtotal	$ 949,185.95	$ 949,185.95		
	CM Contingency	$ 94,918.60	$ 94,918.60		
	Bonds	$ 8,352.84	$ 8,352.84		
	Builders Risk Insurance	$ 4,209.83	$ 4,209.83		
	General Liability Insurance	$ 5,494.67	$ 5,494.67		
	Subtotal	$ 1,062,161.88	$ 1,062,161.88		
	CM Fee	$ 53,108.09	$ 53,108.09		
	TOTAL ESTIMATED CONSTRUCTION COST	$ 1,115,269.97	$ 1,115,269.97	<<<<<< GMP	#3
	Pre-Construction Fee (Not included in GMP)	$ 11,152.70	$ 11,152.70		

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 30 days.

Note #3: Bid qualifications

Note #4: The following items are NOT INCLUDED in the Guaranteed Maximum Price: A/E fees, CM Pre-Construction Fee, Owner contingency, building permit, furniture, fixtures and equipment, sales tax, any pressbox seating/ sound system/ low voltage, items provided by Owner, and requirements by the Authority Having Jurisdiction that are not specifically depicted or indicated on the Contract Documents, permanent utility costs during construction start-up, testing and occupying the building.

CHICKASHA PUBLIC SCHOOLS

Bond Issue 2022

Exhibit "A"

SUMMARY OF FUNDS AS ISSUED TO CMSWILLOWBROOK

(Includes all approved change orders)

	DATE		AMOUNT		Extended Amount
PreConstruction Fee - Amendment 1	5/17/2023	$	11,152.70	$	11,152.70
Amendment No. 1 - Stadium Retrofit	5/17/2023				
GENERAL REQUIREMENTS		$	77,250.00		
GENERAL CONDITIONS		$	133,000.00		
Bid Package #1 - Concrete - CMSWillowbrook, Inc.		$	63,700.00		
Bid Package #2 - Stadium Concrete Repair/Remediation - Mid-Continental Restoration Comp		$	438,965.95		
Bid Package #3 - Masonry - Superior Masonry, LLC		$	16,300.00		
Allowance - Aluminum Ramp		$	49,970.00		
Allowance - Add'l Conrete & Masonry Repairs		$	120,000.00		
Allowance - Demolition		$	50,000.00		
CM Contingency		$	94,918.60		
Bonds		$	8,352.84		
Builders Risk Insurance		$	4,209.83		
General Liability Insurance		$	5,494.67		
CM Fee		$	53,108.09		
		$	1,115,269.97	$	1,126,422.67

INDEX OF DOCUMENTS AND DRAWINGS

SPECIFICATIONS, dated April 30, 2023, consisting of:

Table of Contents (TOC)

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

Architectural TOC consisting of: Division 1 through 13, 31, 32

PLANS, dated April 7, 2023, consisting of:

STRUCTURAL

S1.1	GENERAL NOTES & REPAIR PLAN
S2.1	REPAIR DETAILS

ADDENDA

Addendum No 1, dated April 3, 2023

Addendum No 2, dated April 10, 2023

Addendum No 3, dated April 28, 2023
Consisting of sheets: G-001, AD101, A-101, A-102, A-201, S1.1, S2.1, S2.2, M-000, M-101, M-102, E-000, ED-101, E-101, E-201, E-401, E-601

Addendum No 4, dated May 2, 2023
Consisting of sheets: A-102, E-000, E-101, E-401

END OF SECTION

Bid Recommendation

Sealed Bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM on May 4, 2023 for the following:			
Bidder	**Base Bid**	**Alt 1: Painting of the Water Tower**	**Total**
1 CONCRETE			
CMSWillowbrook, Inc.	$ 63,700.00		$ 63,700.00
Concrete Enterprises, Inc.	$ 98,900.00		$ 98,900.00
RECOMMENDATION: Award the Base Bid to the low resposible bidder, CMSWillowbrook, Inc., for a total amount of $63,700.00.			
2 STADIUM CONCRETE REPAIR/REMEDIATION			
Mid-Continental Restoration Company Inc	$ 438,965.95		$ 438,965.95
Restek, Inc.	$ 553,794.99		$ 553,794.99
RECOMMENDATION: Award the Base Bid plus unit prices to the low resposible bidder, Mid-Continental Restoration Company, Inc., for a total amount of $438,965.95.			
3 MASONRY			
Superior Masonry, LLC	$ 16,300.00		$ 16,300.00
Texoma Masonry, LLC	$ 20,500.00		$ 20,500.00
CIA Masonry	$ 22,000.00		$ 22,000.00
Mid-Continental Restoration Company Inc	$ 85,800.00		$ 85,800.00
RECOMMENDATION: Award the Base Bid plus unit prices to the low resposible bidder, Superior Masonry, LLC, for a total amount of $16,300.00.			

Unit Price	1: Vertical Underslab Repair /SF	2: Partial Depth Horizontal Repair / SF	3: Full Depth Repair / SF	4: Riser Crack Repair / LF	5: Mortar Rub CMU Block Walls / SF
2 STADIUM CONCRETE REPAIR/REMEDIATION					
Mid-Continental Restoration Company Inc	$ 182.11	$ 62.11	$ 340.00	$ 93.08	
Restek, Inc.	$ 278.14	$ 146.75	$ 246.75	$ 190.00	$ 8.00
3 MASONRY					
Superior Masonry, LLC					$ 10.00
Texoma Masonry, LLC					$ 8.00
CIA Masonry					$ -
Mid-Continental Restoration Company Inc					$ 10.00

CMSWillowbrook
Construction Management

620 NE 36th Street
Oklahoma City, OK 73105
405.224-1554 tel
405.224-5995 fax
www.cmswillowbrook.com

Attachment No. 4 – Bid Qualifications

Bid Package 2 – Mid-Continental Restoration Company, Inc.

MID-CONTINENTAL RESTORATION CO., INC.

To: Hilary Peters
CMS Willowbrook Construction Services
620 NE 36th Street Oklahoma City OK 73105
hilary.peters@cmswillowbrook.com

5/2/2023

From: Dall Ingle
dall_ingle@midcontinental.com
(817) 253-2966

Subject: Deck coating and concrete repairs

Project: Chickasha Stadium Retrofit
200 Fred McCain Ave.
Chickasha Oklahoma 73018

Item#	Description of Scope		Qty.	Unit	Total
	Base Bid				
1	General Condition		1	EA	$ 22,673.25
2	clean deck		17,000	SF	$ 10,559.98
3	Remove/replace sealants		2,000	LF	$ 23,969.62
4	Riser crack repair		185	LF	$ 17,270.42
5	Deck coating		17,000	SF	$ 144,824.46
6	Overhead concrete repair		350	SF	$ 63,925.51
7	Full depth concrete repair		200	SF	$ 68,150.99
8	partial depth concrete repair		1,300	SF	$ 80,988.01
9	Control joint repair		75	LF	$ 6,603.70
				Total	$ 438,965.95
	Base bid duration 90 calendar days				
	Unit Prices for additional repairs				
10	Sealants	$11.95 per LF			
11	Riser Crack repair	$93.08 per LF			
12	Vertical underslab concrete repair	$182.11 per SF			
13	Partial depth horizontal repair	$62.11 per SF			
14	Control joint concrete repair	$87.79 per LF			
15	Full depth repair (Concrete)	$ 340.00 per SF			
	Material altenate 1				
16	Material add; using 1061 in lue of concrete at full depth repair plan page number S1.1 detail 5/6 on plan page S2.1			Add Total	$11,451.66
	Alternate 1 project duration 75 calendar days				

Clarifications & Exclusions

1 Coating and sealants are limited to the deck coating ONLY. All other sealants and coatings are EXCLUDED
2 Concrete demo and new concrete pours are excluded. Only the full depth repair indicated On S1.01 is included in this proposal
3 moving and replacement of existing handrails are excluded from this proposal.
4 No time frame was giving on this project so all liquidated damages are excluded from this proposal
5 Material testing is excluded from this proposal
6 Removing and replacement of stadium seating is excluded.
7 Deck coating footages does not include the area under the press box
8 Project duration shows 2.5. months based on current repairs listed. If additional repairs are required more time will need to be added.
9 Please note that the full depth repair as indicated on plan page S1.1 detail 5/6 on plan page S2.1 require a 28 day cure time before coating per manufacture recommendation.

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 Chickasha Public School, Bond Issue 2022, Stadium Retrofit, as prepared by LWPB Architecture, dated April 7, 2023, and the following Assumptions and Clarifications.
2. The bids have been solicited on the basis of award within 30 days.
3. The GMP is based on an assumed construction start in May 2023.
4. All off-site permits are not included and shall be paid by the Owner.
5. Any requirements by Chickasha Public Schools, City Chickasha, 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 not included in this GMP proposal.
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 Fast Track.
10. This GMP is based on CM utilizing the Construction Managers cloud based management software for project administration including the processing of submittals, RFIs, emails, etc.
11. This GMP is based on all awarded low bidders entering and executing a contract with CM upon GMP approval.
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 contingency shall be the exclusive use of the Construction Manager.
    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 or Design contingency is not included in the GMP.

15. 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 May 17, 2023.

    c. Agreement between Owner and Construction Manager.

    d. Addenda as issued by the Architect.

    e. Contract drawings and specifications, as prepared by the Architect.

16. General Conditions and Requirements amount is a lump sum and shall be billed on an equivalent monthly basis throughout project duration, beginning in May 2023.

17. The following items are **NOT INCLUDED** in the GMP: A/E fees, CM Pre-Construction Fee, Owner contingency, Building Permit, Furniture, Fixtures and Equipment, Sales Tax, any Press Box seating/sound system/low voltage, Items provided by Owner, and requirements by the Authority Having Jurisdiction that are not specifically depicted or indicated on the Contract Documents, temporary and permanent utility cost during construction start-up, test and occupy the building.

18. Preconstruction services are not part of the GMP and will be billed separately.

19. The Owner will provide temporary and permanent utility cost during construction for start-up, test and occupy the new building.

20. The GMP includes allowances for costs not fully determined at time of GMP issue. These costs are indicated on the cost report.

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
May 17, 2023

TOPIC:

New contract with CompSource Mutual Insurance Company

ADMINISTRATIVE RECOMMENDATION:

Please approve

RATIONALE FOR RECOMMENDATION:

Through the assistance of Mollet Hunter Insurance we reviewed bids for workers compensation insurance. After careful review we determined contracting with CompSource Mutual to be our best option.

FISCAL NOTE:

Saving of $9,377.

OPTIONS:

1. Approve the contract.
2. Not approve the contract.
3. Request additional information.

CONTACT PERSON:

Jennifer Stegman
Pam Ladyman

Implemented: April 2020

MOLLETT HUNTER INSURANCE
PO BOX 1469
CHICKASHA OK 73023

MOLLETT HUNTER INSURANCE
PO BOX 1469
CHICKASHA OK 73023

COMPSOURCE MUTUAL INSURANCE COMPANY

Workers Compensation and Employers Liability Insurance Policy

Premium Quotation Worksheet

Applicant name: Chickasha Public Schools
Applicant address: 900 W Choctaw Ave
Chickasha, OK 73018

Application number: 2151518282
Date: 04/10/2023

Payment plan:

Agency name: Mollett-Hunter Insurance
Agent name: Mark L McPherson
Agency address: PO Box 1469
Chickasha, OK 73023

Agency number: 0349

Loc #	Class	Description	Remuneration	Rate	Premium
3	8868	SCHOOL: PROFESSIONAL EMPLOYEES & C	IF ANY	$0.61	$0.00
1	7380	DRIVERS, CHAUFFEURS, MESSENGERS & THEIR HELPERS NOC-COMMERCIAL	$255,222.00	$4.53	$11,562.00
4	8868	SCHOOL: PROFESSIONAL EMPLOYEES & C	IF ANY	$0.61	$0.00
2	8868	SCHOOL: PROFESSIONAL EMPLOYEES & C	IF ANY	$0.61	$0.00
1	9101	SCHOOL: ALL OTHER EMPLOYEES	$1,143,711.00	$4.08	$46,663.00
1	8868	SCHOOL: PROFESSIONAL EMPLOYEES & C	$9,675,981.00	$0.61	$59,023.00
5	8868	SCHOOL: PROFESSIONAL EMPLOYEES & C	IF ANY	$0.61	$0.00
6	8868	SCHOOL: PROFESSIONAL EMPLOYEES & C	IF ANY	$0.61	$0.00
8	8868	SCHOOL: PROFESSIONAL EMPLOYEES & C	IF ANY	$0.61	$0.00
10	8868	SCHOOL: PROFESSIONAL EMPLOYEES & C	$0.00	$0.61	$0.00
9	8868	SCHOOL: PROFESSIONAL EMPLOYEES & C	$0.00	$0.61	$0.00
7	8868	SCHOOL: PROFESSIONAL EMPLOYEES & C	IF ANY	$0.61	$0.00
11	8868	SCHOOL: PROFESSIONAL EMPLOYEES & C	$0.00	$0.61	$0.00

Classifications and/or rates (subject to change)

Total manual premium $117,248.00

UNC0046 (12-16)

P.O. Box 53505, Oklahoma City, OK 73152-3505 | (405) 232-7663 | (800) 347-3863 | compsourcemutual.com
Corporate Office: 1901 N. Walnut Ave., Oklahoma City, OK 73105 | Tulsa Office: 1305 S. Denver Ave.

Increased Limits Factor 1.10%	$1,290.00
Experience Modification of 1.32	$37,932.00
Schedule rate modification 0.90	$-15,647.00
Premium Discount	$-15,499.00
Terrorism premium	$554.00
Catastrophe premium	$1,107.00
Expense constant	$140.00
Minimum premium $500.00	
Total estimated premium	**$127,125.00**

The premium quotation is valid for 60 days from the date of issuance unless CompSource Mutual Insurance Company has undergone a rate change within the 60 days.

If you have any questions or changes are needed, please contact your Underwriter at (800) 347-3863, ext. 5102 or (405) 232-7663, ext. 5102.

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COMPSOURCE MUTUAL INSURANCE COMPANY

Workers Compensation and Employers Liability Insurance Policy

Contractor Notice and Agreement Application number: 2151518282

Your business could be liable for compensation of employees of independent contractors, subcontractors or other employees engaged in the general employer's business. To avoid being charged premium for payments made to the contractors whose services you utilize during the policy period, you must retain and provide the following to support an assertion of exemption from the Oklahoma Workers' Compensation Act (AWCA):

1. Proof of a valid Workers Compensation Insurance Policy issued to the contractor; or

2. Certificate of Non Coverage issued by the Oklahoma Workers Compensation Commission for each contractor who asserts to be exempt from coverage under the AWCA for review and verification by CompSource. The certificate is only valid for the contractor; however, it may be rejected if the individual contractor is deemed to be an employee. If the contractor has individuals performing work for them, then proof of a valid Workers' Compensation Insurance Policy or proof the individuals are otherwise exempt from the AWCA will be required if the work performed is necessary and integral to your business. Certificates will be accepted, subject to verification. If they are determined to be invalid or not otherwise applicable, then CompSource Mutual Insurance Company will not accept them and will be required to charge you additional premium; or

3. Exemption other than independent contractor status. If you have contractors who are excluded from coverage under the AWCA, you must provide documentation of the exemption subject to review and verification. Please contact CompSource Mutual Insurance Company for information on the required documentation for each exemption.

These documents described above must be available for examination by our auditor in order to avoid payment of additional premium on contractors and their employees who perform services for you. CompSource Mutual Insurance Company expressly reserves the right to examine, verify, accept or reject any assertion of exemption from the AWCA. CompSource Mutual Insurance Company does not waive any rights or remedies as may be available in relation to this contract or any claim filed thereunder.

Note: This agreement must be signed by a sole proprietor, partner, manager or member of Limited Liability Company, stockholder, or executive officer of the applicant/policyholder authorized to sign.

Name: _____ Date: _____

Title: _____ Signature: _____

Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of any insurance policy containing false, incomplete or misleading information is guilty of a felony.

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OKLAHOMA WORKERS COMPENSATION MANDATORY OPTIONAL DEDUCTIBLE ACCEPTANCE/REJECTION FORM

Oklahoma law requires insurers issuing a policy under the Administrative Workers' Compensation Act ("AWCA") to offer deductibles, optional to the policyholder, for benefits payable under the AWCA.

This form is applicable to the optional deductibles required by 85A O.S. Section 95 and OAC 365:15-1-3.1 only. For larger negotiated deductibles, see OAC 365:15-1-3.1 and 365:15-1-3.2.

All five deductible options set forth below shall be fully disclosed to the prospective policyholder in writing. The policyholder is not required to select a deductible option, but if the policyholder chooses a deductible, the policyholder may choose only one combined deductible amount. The maximum combined deductible, including medical benefits and indemnity claims, shall be $5,000 per claim. Please carefully review the requirements for the deductible options outlined below.

DEDUCTIBLE OPTIONS

Combined optional deductible amounts are $1,000.00; $2,000.00; $3,000.00; $4,000.00; and $5,000.00.

EMPLOYER OBLIGATIONS IF A DEDUCTIBLE OPTION IS SELECTED

If the applicant employer chooses a deductible, the insurer shall pay compensable claims to the person or medical providers entitled to the benefits conferred by the AWCA and obtain reimbursement from the insured employer for the applicable deductible amount.

WARNING: The insured employer must reimburse the insurer within sixty (60) days of a written demand. If the insured employer fails to reimburse the insurer within sixty (60) days, the insurer may seek to recover the *full amount* of such claim from the insured employer. In addition, the non-payment of deductible amounts shall be treated in the same manner as non-payment of premiums.

EXPERIENCE MODIFICATION

Benefits paid by the insured employer under a deductible as provided herein may not be treated as benefits paid so as to harm the experience rating of the employer.

ACCEPTANCE / REJECTION

☐ Yes, I have read the optional deductible information summarized above and want the following deductible amount to apply to claims under the AWCA. I understand that this deductible applies to every claim for bodily injury by accident or disease filed by an injured employee.

MEDICAL AND INDEMNITY

☐ $1,000.00

☐ $2,000.00

☐ $3,000.00

☐ $4,000.00

☐ $5,000.00

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☐ Yes, I understand that I am responsible for reimbursing my insurance company for the amounts of any deductible it pays.

☐ No, I do not want the optional deductible described in this form.

NAMED INSURED Chickasha Public Schools 2151518282

ADDRESS _____

TITLE _____

SIGNATURE _____

DATE _____

THIS FORM IS NOT A PART OF YOUR POLICY AND DOES NOT PROVIDE COVERAGE.
This form is provided pursuant to Oklahoma Administrative Code 365:15-1-3.1.

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COMPSOURCE MUTUAL INSURANCE COMPANY

Submission Number: 2151518282

CompSource Mutual Payment Options

CompSource Mutual Insurance Company is pleased to offer the following payment options for your convenience. Please check the box next to the billing plan that best fits your business needs.

Premium Installments

	Installment Option	Amount Due	Installment Fee
☐	3 Pay 40% Down, 2 equal installments	$51,930.60 due with application, 2 additional installments of $37,597.20	$5.00 per installment
☐	6 Pay 25% Down, 5 equal installments	$33,132.00 due with application, 5 additional installments of $18,798.60	$5.00 per installment
☐	9 Pay 25% down, 8 equal installments	$33,132.00 due with application, 8 additional installments of $11,749.13	$5.00 per installment
☐	Annual Pay	$127,125.00 due with application	None

Should a policy member transition from a reporting billing plan to an installment billing plan upon their renewal, any existing collateral deposit held on their account will be applied toward any outstanding balance and the installment down payment.

CompSource Mutual is pleased to offer online payroll reporting for qualifying customers and online payment. We gladly accept Visa, Master Card, Discover and American Express.

***** More Payment options continued on next page *****

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COMPSOURCE MUTUAL INSURANCE COMPANY

Submission Number: 2151518282

Payroll Reporting

☐ Monthly Reporting – Blank payroll reports are mailed to you each month for you to report actual payroll during the reporting period. The completed payroll report is then returned to our office and you will subsequently receive an invoice based only upon the amount of payroll reported. This billing option requires a collateral deposit generally equal to 15% of the estimated annual premium.

Deposit: $ Return with application: $1,801.00

☐ Quarterly Reporting – Blank payroll reports are mailed to you each quarter for you to report actual payroll during the reporting period. The completed payroll report is then returned to our office and you will subsequently receive an invoice based only upon the amount of payroll reported. This billing option requires a collateral deposit generally equal to 50% of the estimated annual premium.

Deposit: $ Return with application: $1,801.00

Should a policy member transition from a reporting billing plan to an installment billing plan upon their renewal, any existing collateral deposit held on their account will be applied toward any outstanding balance and the installment down payment.

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