



Special Meeting of the Board of Education  
Board Room, Administration Building, 900 W Choctaw Ave, Chickasha, Oklahoma 73018  
Monday, June 5, 2023 at 12:00 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 Horizon Digitally Enhanced Campus Consortium  
**Milton Bowens**
5. Discussion and possible action regarding Guaranteed Maximum Price Amendment #2 - Stadium Retrofit Bid Packages 4 - 11  
**Rick Croslin and Dan Turner**
6. Motion to Adjourn

This agenda was posted at 4:00 p.m. on the 1st day of June 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 7:40 a.m. on the 31st day of May 2023

Rochelle Bowens  
Board Clerk

Welcome to Chickasha Public Schools  
Board Session Public Attendance

Please PRINT your name, title, and company below.

Date: June 5, 2023

Name (Print)	Representation, Title, Company
Milton Bowens	Admin
Don Lockman	Admin
Boston Debat	CMS Willowbrook
Francis Hutchens	CMS Willowbrook
Rick W. Cox	BMS Willowbrook
DAN TURNER	ADMIN

**ITEM OF CONSIDERATION**  
**Chickasha Public Schools**  
**Board of Education**  
**(6-5-2023)**

**TOPIC: Horizon Digitally Enhanced Campus Consortium**

**ADMINISTRATIVE RECOMMENDATION:** I recommend that the board approve the partnership with the state-wide consortium Horizon Digitally Enhanced Campus with Edgenuity.

**RATIONALE FOR RECOMMENDATION:** Our participation in this state-wide consortium grants our students access to their full course catalog supplied by Imagine Learning at lower rates and free professional development. These resources are better suited for meeting the academic needs of our students. This partnership will replace our current agreement with Edmentum for the purpose of credit recovery in the academic achievement course at Chickasha High School and courses for original credit for Chickasha Quality Academy.

**FISCAL NOTE:** \$510 per license not to exceed \$30,000.

**OPTIONS:**

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

**CONTACT PERSON:** Milton Bowens District Curriculum Coordinator



## MEMORANDUM OF UNDERSTANDING

between

\_\_\_\_\_ School District and HORIZON: Digitally Enhanced Campus

This Memorandum of Understanding (MOU) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 between \_\_\_\_\_ School District (“District”), and Horizon: Digitally Enhanced Campus of the Oklahoma Statewide Virtual Charter School Board (“Horizon”).

### I. INTRODUCTION

The Horizon Consortium is a network of school districts who provide access to online content and professional development through license agreements sponsored by Horizon.

Title 70, Section 1210.704 of the Oklahoma Statutes mandates the provision of a statewide online learning platform to provide high quality online learning opportunities for Oklahoma students that are aligned with the subject matter standards adopted by the State Board of Education. Additionally, Title 70, Section 3-145.3 of the Oklahoma Statutes mandates state negotiation with online vendors to provide a state rate price to school districts for supplemental online courses. Further, Oklahoma Administrative Code 777:15-1-4 requires that the price offered does not exceed the lowest price at which the course is offered by use or sale to any state, public school, or school district in the United States.

### II. ROLES AND RESPONSIBILITIES

District agrees to perform the following duties and responsibilities:

- a) Student access to curriculum content under the Concurrent License model will be shared by all consortium member schools through a licensing agreement with contracted vendors. Curriculum content under the Student License model is student-specific and linked uniquely to the respective district. District may make A La Carte purchases directly from the vendor or through Horizon reimbursement if purchasing through this MOU.
- b) Compliance with all state/federal mandates will be the responsibility of District.
- c) District must provide, at its expense, server set up equipment (*if required*) and computers to be used by students when accessing content on-site.
- d) District will determine the individual students, their ages, and curriculum needs in providing access to virtual online content.

- e) District will participate in Professional Development and training required to ensure fidelity of program delivery. The training is provided to District by Horizon and online vendors at no cost. District will ensure participation by appropriate personnel. Horizon assumes no responsibility for the use of software access as applied by District. Required Professional Development (PD) shall include:
  - Edgenuity: A minimum of 1 on-site and 1 webinar for new districts. Existing districts will participate in a minimum of 1 PD session. One webinar for each enhanced feature purchased is also required.
  - Edmentum: A minimum of 1 PD session.
  - FlexPoint: A minimum of 1 PD session.
- f) District is responsible for transcription of the online course credits for its students. Horizon is not responsible for awarding credits.
- g) Horizon recommends that assessments be conducted in a proctored setting.
- h) District will provide a primary and billing point-of-contact for communications with Horizon.
- i) Upon submission of the MOU, District will identify how many licenses under each model they intend to use during the 2023-24 school year and will complete the online [License Commitment Form](https://horizon.ok.gov/license-commitment-form/) (<https://horizon.ok.gov/license-commitment-form/>). Execution of the MOU indicates a commitment by the District to purchasing said licenses. Payment for these initial licenses shall be made by September 1, 2023. Additional licenses can be purchased throughout the contract period upon written request of District via submission of an additional License Commitment Form. Payment for additional licenses shall be made within 45 days of invoice.

Horizon agrees to perform the following duties and responsibilities:

- a) Horizon will negotiate contracts with online vendors and purchase for District all licenses. Horizon will invoice District the negotiated consortium state rate according to the License Commitment Form submitted by District.
- b) Horizon may deduct an additional 30% for each license purchased by new Horizon Consortium members. Horizon legacy members (*members in year 2 or beyond*) will receive a 20% discount for each license. As Horizon funds are limited, discounts will be provided on a first come first served basis, and require license commitment by District before May 20, 2023, unless otherwise approved by Horizon.
- c) Horizon will collaborate with District to coordinate professional development opportunities provided by the online vendors. The accompanying professional development fees will be paid by Horizon.

### III. TERM

The term of the agreement is for the 2023-24 school year and terminates on June 30, 2024. To continue the relationship of the parties, a new agreement must be executed. All payments by and through Horizon are subject to agency budget approval.

IV. STUDENT DATA ACCESSIBILITY, TRANSPARENCY, AND ACCOUNTABILITY

Horizon maintains the right to access district and student usage and success reporting data including the following: course access, student usage, course completion rates, student course disabled data, and progress by time. This data will only be used for comparative analysis and to validate modifications made throughout the school year. Individual student names will not be used in any reporting.

V. EMPLOYMENT RELATIONSHIP

This MOU does not create an employment relationship between District and Horizon. At no time during the performance of this MOU shall District have authority to obligate the Horizon for payment of goods and services. District shall not make any promise of expenditure of funds by Horizon over the amount of funds Horizon has agreed to expend for this MOU.

VI. ASSIGNMENT

The rights and obligations of Horizon and District may not be assigned or transferred to any other person, firm, or corporation without prior written consent of all parties.

VII. DISPUTE RESOLUTION

Any claims, disputes, or litigation arising from the MOU shall be governed by the laws of the State of Oklahoma. Venue for any action shall be in the District Court for Oklahoma County, Oklahoma.

VIII. AMENDMENTS

Any change to this MOU must be approved in writing by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of the day and year first set forth above.

**DISTRICT**

**Horizon: Digitally Enhanced Campus**

_____	_____
Signature	DATE
_____	_____
Print Name	Title

<i>Rebecca Wilkinson</i>	3/31/23
_____	_____
Signature	DATE
Rebecca Wilkinson	Executive Director
_____	_____
Print Name	Title

**ITEM OF CONSIDERATION**  
**Chickasha Public Schools**  
**Board of Education**  
**June 5, 2023**

**TOPIC:** Guaranteed Maximum Price Amendment #2– Stadium Retrofit Bid Packages 4 - 11

**ADMINISTRATIVE RECOMMENDATION:** Approval of amendment #2

**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 demolition, roofing, general trades, painting, structural and miscellaneous steel, aluminum stadium bench seating, HVAC, and electrical 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 5th day of June 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")

for the following PROJECT:

Amendment No. 2 (Base Bid)

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 9<sup>th</sup> St  
Chickasha, Oklahoma. 73018

### 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 Nine Hundred Sixty Thousand, Twenty-seven dollars and Sixty-one Cents (\$ 960,027.61), subject to additions and deductions by Change Order as provided in the Contract Documents.

### 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.

Init.

§ 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
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§ 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)
N/A	N/A	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: 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:

Init.

**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
Addendum	No. 5	May 15, 2023	All
Addendum	No. 6	May 17, 2023	All
Addendum	No. 7	May 19, 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
Roofing	\$40,000.00
Fencing	\$10,000.00
Plumbing	\$ 7,500.00
EIFS/Grout Finish	\$12,000.00
Pressbox Repairs	\$15,000.00
Patch/Repair Paving	\$20,000.00
Misc. Metals	\$40,000.00
MEP	\$10,000.00
Drainage	\$45,000.00
Painting	\$30,000.00

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

See Attachment No. 5 – Clarifications and Assumptions

init.

§ 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:

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

\_\_\_\_\_  
OWNER (Signature)

Robyn Morse  
Board of Education, President (or designee)

  
\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

Weston DeHart  
CMSWillowbrook, President

Init.

BID PACKAGE	DESCRIPTION	Base Bid	Alternate 1 Paint Tower	TOTAL	CONTRACTOR	NOTES
	General Requirements	\$ -		\$ -		
	General Conditions	\$ -		\$ -		
1	Concrete	\$ -		\$ -	Previously Bid	
2	Stadium Concrete Repair/Remediation	\$ -		\$ -	Previously Bid	
3	Masonry	\$ -		\$ -	Previously Bid	
4	Demolition	\$ 28,460.00		\$ 28,460.00	CMSWillowbrook, Inc.	
5	Roofing	\$ 40,000.00		\$ 40,000.00	ALLOWANCE	#1
6	General Trades	\$ 74,400.00		\$ 74,400.00	CMSWillowbrook, Inc.	
7	Painting	\$ 121,600.00	\$ 29,200.00	\$ 121,600.00	Advanced Commercial Painting, LLC	
8	Structural & Misc. Steel	\$ 135,000.00		\$ 135,000.00	K&E Fabrication, LLC	
9	Aluminum Stadium Bench Seating	\$ 157,924.00		\$ 157,924.00	Heartland Seating, Inc	#3
10	HVAC	\$ 12,178.00		\$ 12,178.00	MBI Industrial, Inc.	
11	Electrical	\$ 58,000.00		\$ 58,000.00	Top Electric, LLC	
	Allowance - Fencing	\$ 10,000.00		\$ 10,000.00		#1
	Allowance - Plumbing	\$ 7,500.00		\$ 7,500.00		#1
	Allowance - EIFS/Grout Finish	\$ 12,000.00		\$ 12,000.00		#1
	Allowance - Pressbox Repairs	\$ 15,000.00		\$ 15,000.00		#1
	Allowance - Patch/Repair Paving	\$ 20,000.00		\$ 20,000.00		#1
	Allowance - Misc. Metals	\$ 40,000.00		\$ 40,000.00		#1
	Allowance - MEP	\$ 10,000.00		\$ 10,000.00		#1
	Allowance - Drainage	\$ 45,000.00		\$ 45,000.00		#1
	Allowance - Painting	\$ 30,000.00		\$ 30,000.00		#1
		\$ -		\$ -		
					Bid Recommendations	#2
	Subtotal	\$ 817,062.00	\$ 29,200.00	\$ 817,062.00		
	CM Contingency	\$ 81,706.20	\$ 2,920.00	\$ 81,706.20		
	Bonds	\$ 7,190.15	\$ 256.96	\$ 7,190.15		
	Builders Risk Insurance	\$ 3,623.83	\$ 129.51	\$ 3,623.83		
	General Liability Insurance	\$ 4,729.83	\$ 169.03	\$ 4,729.83		
	Subtotal	\$ 914,312.01	\$ 32,675.50	\$ 914,312.01		
	CM Fee	\$ 45,715.60	\$ 1,633.78	\$ 45,715.60		
	<b>TOTAL ESTIMATED CONSTRUCTION COST</b>	\$ 960,027.61	\$ 34,309.28	\$ 960,027.61	<<<<<< GMP	#4
	Pre-Construction Fee (Not included in GMP)	\$ 9,600.28	\$ 343.09	\$ 9,600.28		

**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, residential appliances, any pressbox seating/sound system/low voltage, sales tax, 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)**

	<u>DATE</u>	<u>AMOUNT</u>	<u>Extended Amount</u>
PreConstruction Fee - Amendment 1	5/17/2023	\$ 11,152.70	\$ 11,152.70
<b><u>Amendment No. 1 - Stadium Retrofit</u></b>	5/17/2023		
GENERAL REQUIREMENTS		\$ 77,250.00	
GENERAL CONDITIONS		\$ 33,000.00	
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 Concrete & 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	
		<u>\$ 1,115,269.97</u>	<u>\$ 1,126,422.67</u>
PreConstruction Fee - Amendment 2	6/5/2023	\$ 9,600.28	\$ 1,136,022.95
<b><u>Amendment No. 2 - Stadium Retrofit Remaining Scopes</u></b>	6/5/2023		
GENERAL REQUIREMENTS		\$ -	
GENERAL CONDITIONS		\$ -	
Bid Package #4 - Demolition - CMSWillowbrook, Inc.		\$ 28,460.00	
Bid Package #5 - Roofing - Allowance		\$ 40,000.00	
Bid Package #6 - General Trades - CMSWillowbrook, Inc.		\$ 74,400.00	
Bid Package #7 - Painting - Advanced Commercial Painting, LLC		\$ 121,600.00	
Bid Package #8 - Structural & Misc Steel - K&E Fabrication, LLC		\$ 135,000.00	
Bid Package #9 - Aluminum Stadium Bench Seating - Heartland Seating, Inc.		\$ 157,924.00	
Bid Package #10 - HVAC - MBI Industrial, Inc.		\$ 12,178.00	
Bid Package #11 - Electrical - Top Electric, LLC		\$ 58,000.00	
Allowance - Fencing		\$ 10,000.00	
Allowance - Plumbing		\$ 7,500.00	
Allowance - EIFS/Grout Finish		\$ 12,000.00	
Allowance - Pressbox Repairs		\$ 15,000.00	
Allowance - Patch/Repair Paving		\$ 20,000.00	
Allowance - Misc. Metals		\$ 40,000.00	
Allowance - MEP		\$ 10,000.00	
Allowance - Drainage		\$ 45,000.00	
Allowance - Painting		\$ 30,000.00	
CM Contingency		\$ 81,706.20	
Bonds		\$ 7,190.15	
Builders Risk Insurance		\$ 3,623.83	
General Liability Insurance		\$ 4,729.83	
CM Fee		\$ 45,715.60	
		<u>\$ 960,027.61</u>	<u>\$ 2,096,050.56</u>

## 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

Addendum No 5, dated May 15, 2023

Consisting of sheets: A-101, E-401

Addendum No 6, dated May 17, 2023

Consisting of sheets: Civil 1, E-101, E-201, E-401

Addendum No 7, dated May 19, 2023

END OF SECTION

Bid Recommendation (Base Bid)

Sealed Bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM on May 23, 2023 for the following:			
Bidder	Base Bid	Alt 1: Painting of the Water Tower	Total
<b>4 - DEMOLITION</b>			
CMSWillowbrook, Inc.	\$ 28,460.00		\$ 28,460.00
Total Demolition Services, LLC	\$ 35,875.00		\$ 35,875.00
Midwest Wrecking Co.	\$ 41,310.00		\$ 41,310.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, CMSWillowbrook, Inc., for a total amount of \$28,460.00.			
<b>5 - ROOFING</b>			
No bids received			
Title 61; Section 119.1 Certain Contract to be Negotiated When No Bid is Received; if no timely bid is received after bid notices have been published on any proposed public construction contract which does not exceed Fifty Thousand Dollars (\$50,000.00): 1. The governing body of a school district may direct its employees or agents to negotiate the contract with a prospective contractor.			
RECOMMENDATION: No bids were received on Roofing. As per Title 61, Section 119.1, the Owner may negotiate up to \$50,000.00; therefore, we recommend receiving solicitations of competitive quotes for procurement of these items.			
<b>6 - GENERAL TRADES</b>			
CMSWillowbrook, Inc.	\$ 74,400.00		\$ 74,400.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, CMSWillowbrook, Inc., for a total amount of \$74,400.00.			
<b>7 - PAINTING</b>			
JS Construction, LLC	\$ 85,000.00		\$ 85,000.00
Advanced Commercial Painting, LLC	\$ 121,600.00	\$ 29,200.00	\$ 121,600.00
CMSWillowbrook, Inc.	\$ 171,000.00	\$ 65,000.00	\$ 171,000.00
Title 61; Section 117 Award to Other Than Lowest Bidder States; If an award is made to other than the lowest bidder, the awarding public agency shall accompany its action with a publicized statement setting forth the reason for its action. Such statement shall be placed on file, open to public inspection and be a matter of public record.			
RECOMMENDATION: The apparent low bidder has a history of being unqualified to provide satisfactory work; these past performance issues have been documented by the construction manager. Therefore, we recommend the second low responsible bidder, Advanced Commercial Painting, LLC, for a total bid of \$121,600.00.			
<b>8 - STRUCTURAL &amp; MISC STEEL</b>			
K&E Fabrication, LLC	\$ 135,000.00		\$ 135,000.00
Clint's Welding, LLC	\$ 210,017.00		\$ 210,017.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, K&E Fabrication, LLC, for a total amount of \$135,000.00.			
<b>9 - ALUMINUM STADIUM BENCH SEATING</b>			
Heartland Seating, Inc.	\$ 157,924.00		\$ 157,924.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, Heartland Seating, Inc., for a total amount of \$157,924.00.			

Bidder	Base Bid	Alt 1: Painting of the Water Tower	Total
<b>10 - HVAC</b>			
MBI Industrial, Inc.	\$ 12,178.00		\$ 12,178.00
DeHart Air Conditioning	\$ 13,900.00		\$ 13,900.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, MBI Industrial, Inc., for a total amount of \$12,178.00.			
<b>11 - ELECTRICAL</b>			
Top Electric, LLC	\$ 58,000.00		\$ 58,000.00
Electrical Technologies, Inc.	\$ 76,615.00		\$ 76,615.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, Top Electric, LLC, for a total amount of \$58,000.00.			

## Attachment No. 4 – Bid Qualifications

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Bid Package 9 – Heartland Seating, Inc.



**PRICE QUOTE**

11222 Johnson Drive, Shawnee, KS 66203  
Phone: (913)268-0069 Fax: (913) 962-0803  
sales@heartlandseating.com

May 18, 2023

From: Monty Kinman

To: Chickasha Public Schools  
900 W Choctaw Ave  
Chickasha, Oklahoma 73018

Re: Chickasha Stadium Retrofit

Heartland Seating, Inc. is pleased to provide you with the following quote for the above project.

By: <b>OUTDOOR ALUMINUM</b>		
QTY.	DESCRIPTION	PRICE
	PER PLANK LAYOUT ON ADDENDUM 5 – PLAN A101: <ul style="list-style-type: none"> <li>• 2X10 ANNOIDIZED SEAT PLANK VIA 7 1/2" Z BRACKETS @ 4'6" +/- ON CENTER BRACKET SPACING</li> <li>• SEAT NUMBER STICKERS IN LIEU OF ANODIZED ALUMINUM PLATES WITH RIVETS (ALUMINUM PLATES DO NOT WORK WELL BECAUSE THEY HAVE THE ABILITY TO BEND UP ON THE CORNERS AND INJURE SOMEONE- I.E. SHARP)</li> <li>• INCLUDES ALL SEAM SLEEVES, END CAPS AND ATTACHMENT HARDWARE</li> </ul> <p style="text-align: right;"><b>MATERIALS DELIVERED AND INSTALLED</b></p>	<b>\$157,924</b>
	<b>BID QUALIFIER:</b> <b>IF THERE ARE ANY CONCRETE BLOWOUTS DURING SETTING OF ANCHORS, ALL PATCHING OF CONCRETE WILL BE PERFORMED BY OTHERS/CONSTRUCTION MANAGER</b>	
	INSTALLATION: Installers will provide cleanup of debris to a central location for removal by others.	
<b>NOTES</b>	<ul style="list-style-type: none"> <li>• Delivery varies from 12 to 14 weeks upon receipt of order and approvals.</li> </ul>	
<b>TERMS</b>	<ul style="list-style-type: none"> <li>• <b>NET 30 DAYS, INVOICED AT ARRIVAL. 1.5% PER MONTH TO BE CHARGED ON PAST DUE AMOUNTS.</b></li> </ul>	
<b>TO ORDER SEND THIS SIGNED QUOTE, PURCHASE ORDER AND APPLICABLE TAX EXEMPTION DOCUMENTATION PAYABLE TO HEARTLAND SEATING, INC.</b> <b>11222 JOHNSON DRIVE, SHAWNEE, KS 66203</b>		

Prices are good for 30 days and do not include applicable taxes, prevailing or union wages, licenses, bonds, permit fees, including state approval fees, or dumpster. Unless specifically included above, price does not include removal, demolition, soil testing, site work, concrete or foundations, inspections, consequential or liquidated damages. If you wish to have additional items included, please call for a revised quote.

For installations by Heartland Seating, Inc., site shall be ready to install bleachers upon receipt to avoid extra handling or storage charges. Materials are shipped LTL flatbeds unless a fee is paid by owner to have bleachers scheduled with a contract carrier and owner / contractor shall be responsible for receiving and protecting material until installation begins.

**Time is of the essence for an August completion.**

Thank you!

  
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Monty Kinman

## 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 June 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 June 5, 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 June 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.