



**WELLSTON BOARD OF EDUCATION  
BOARD AGENDA**

Regular Meeting, Tuesday, January 9, 2024, at 6:30 PM  
Administration Building  
708 Birch Avenue  
Wellston, Oklahoma 74881

(Note: The Board may discuss, vote to approve, vote to disapprove, vote to table or decide not to discuss any item on the agenda.)

**1. ROUTINE ITEMS**

- 1.1. Call to Order
- 1.2. Roll Call
- 1.3. Establishment of a Quorum
- 1.4. Possible consideration and vote to approve Agenda

- 2. PUBLIC COMMENT** All meetings of the Board of Education shall be open to the public and any regular meeting shall include an opportunity for the public to address the Board. Public Comments are limited to three (3) minutes and must be related to an agenda item or topic. Any individual wishing to address the board of education must communicate to the superintendent by letter per policy BED-R and BED-E. Where several people wish to address the same subject, a spokesperson must be selected. The Board President may interrupt and terminate any comments that are not in accordance with any of these criteria or in keeping with Board Policy BED-R. Board members may not respond to speakers' comments. See attachment.

**3. REPORTS FROM SCHOOL PERSONNEL AND OTHERS**

- 3.1. Superintendent's Report
- 3.2. High School/Middle School Principal's Report
- 3.3. Elementary Principal's Report
- 3.4. Booster Club Report
- 3.5. Athletic Report

- 4. CONSENT AGENDA:** All of the following items, which concern reports and items of routine nature normally approved at board meetings, will be approved by one vote unless any board member desires to have a separate vote on any or all of these items. The consent agenda consists of the discussion, consideration and vote of items 4.1. - 4.7.

- 4.1. Approve minutes of the December 7, 2023, regular board meeting
- 4.2. Accept Treasurer's Report including: Financial statements, fund balances, expenditures, revenue, warrants, bank summary, bond reports, and investments for the month ending

- 4.3. General Fund Payments
- 4.4. Child Nutrition Payments are included with General Fund Payments
- 4.5. Building Fund Payments
- 4.6. Bond 31 Payments
- 4.7. Approve Blanket Purchase Orders
- 5. **BUSINESS (ACTION) ITEMS**
  - 5.1. Discussion and possible action on approving the 2024-2025 school calendar.
  - 5.2. Discussion and possible action on contracts and future plans for the district.
    - 5.2.1. Joe D Hall G.C.
    - 5.2.2. Renaissance Architecture
- 6. **PERSONNEL** Discuss and vote to go into executive session to:
  - (a) Discuss employment and appointment of personnel pursuant to 25 O.S. §307 (B) (1).
  - (b) Discuss the evaluation of the superintendent pursuant to 25 O.S. §307 (B) (1).
  - (c) Discuss the Superintendent's contract pursuant to 25 O.S. §307 (B) (1).
- 6.1. Acknowledge the board's return to open session.
- 6.2. Executive Session Minutes Compliance Announcement.
- 6.3. Board to acknowledge the evaluation of the Superintendent.
- 6.4. Discussion and possible action on the Superintendent's contract.
- 7. **NEW BUSINESS**
- 8. **Information to and from the Board**
- 9. **Adjournment**

POSTED: WELLSTON SCHOOL ADMINISTRATION BUILDING  
DATE: MONDAY JANUARY 8, 2024 11:30 A.M.

POSTED BY: MIKE FRANZ

# Elementary Board Meeting Report January 9, 2024

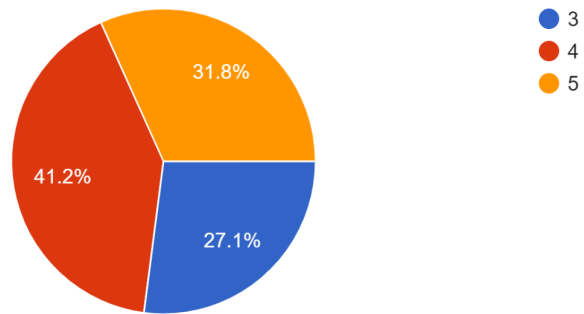
Elementary Student Count: 241  
Miss Rodeo Queen: January 10th

Percent of third-grade students who have already met RSA criteria: 60%

## Grades 3-5 Elementary Survey Results

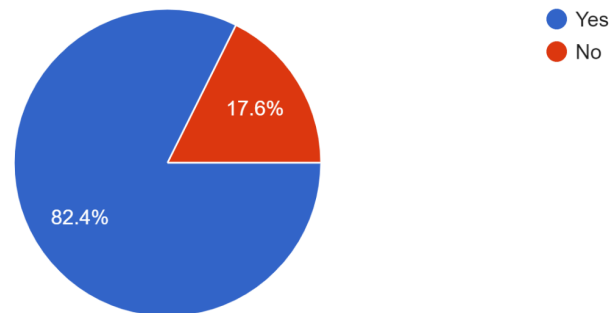
What grade are you in at this school?

85 responses



I feel happy at school.

85 responses

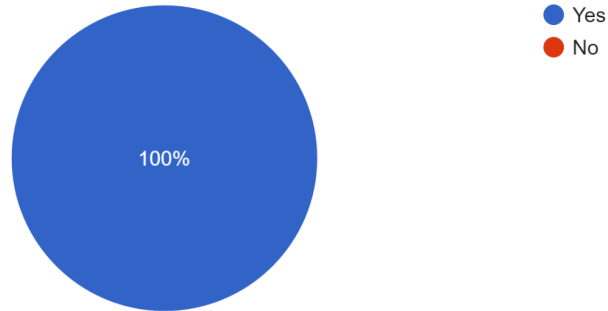


# Elementary Board Meeting Report

## January 9, 2024

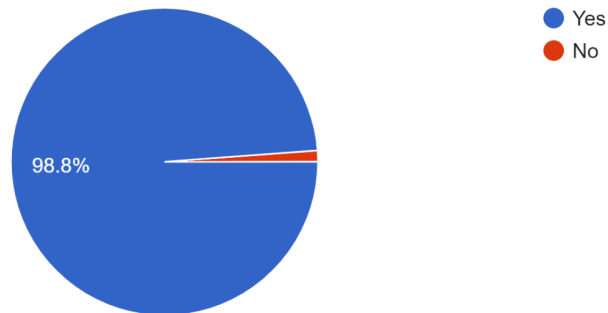
My teacher cares about me.

85 responses



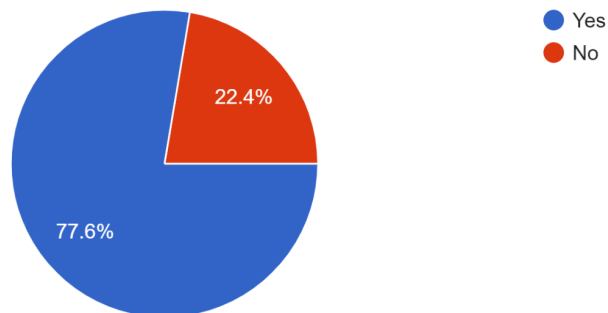
I have friends at school.

85 responses



I feel like I belong when I am at school.

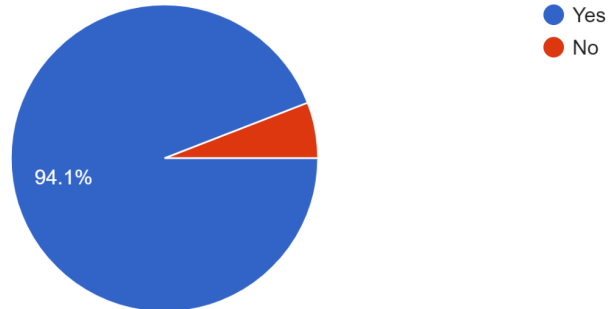
85 responses



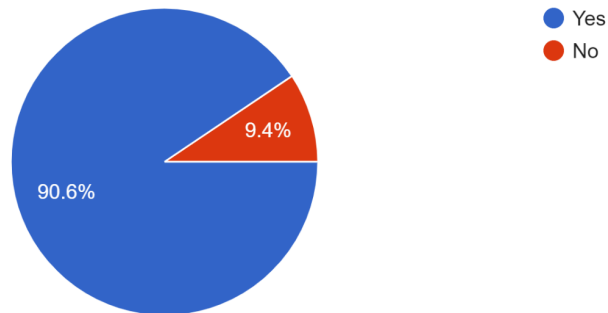
# Elementary Board Meeting Report

## January 9, 2024

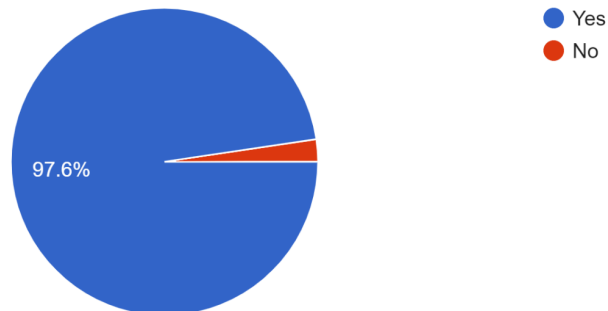
I am smart.  
85 responses



I feel safe at school.  
85 responses



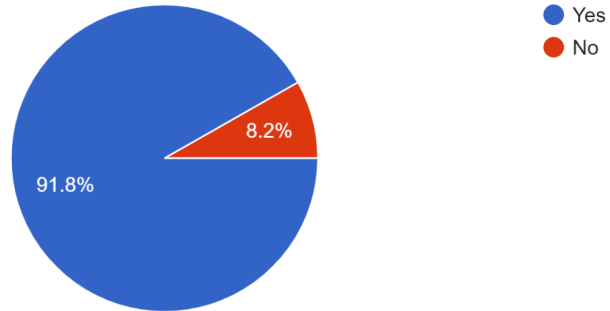
I am liked by my teacher.  
85 responses



# Elementary Board Meeting Report January 9, 2024

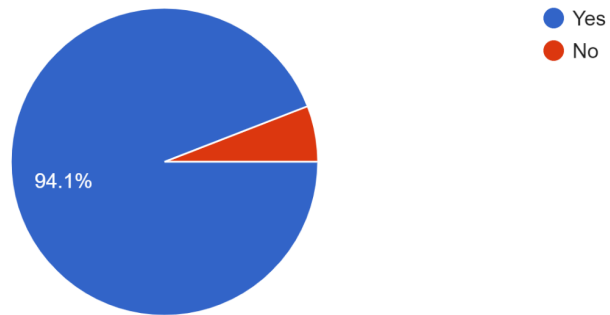
My principal is fair to everyone.

85 responses



I am proud to be a Wellston Tiger.

85 responses





Wellston Board of Education Regular Meeting  
Thursday, December 7, 2023 6:30 PM Central  
Administration Building, 708 Birch Avenue, Wellston, Oklahoma 74881

Mallory Ebers: Present  
Crystal Hull: Absent  
Bradley Pittman: Present  
Justin Rackley: Present  
Brock Terrell: Present  
Present: 4, Absent: 1.

## 1. ROUTINE ITEMS

### 1.1. Call to Order

Called to order at 6:30 p.m.

### 1.2. Roll Call

Four members present. Others present included Mike Franz- superintendent, Greg Grimmett- MS/HS principal, Susan Wray- ES principal, and Dawn Yates - treasurer/deputy minutes' clerk.

Guests present included: Spence McConnell, Brittney Gordon, Courtney Johnson, Lacey Foster, Tara Howell, Carter Howell, Jaden Howell, Betty Waterson, Dorothy Swanda, and Christa Coover.

### 1.3. Establishment of a Quorum

Quorum established

### 1.4. Possible consideration and vote to approve Agenda

Motion to approve agenda. This motion, made by Justin Rackley and seconded by Bradley Pittman, Carried.

Mallory Ebers: Yea  
Crystal Hull: Absent  
Bradley Pittman: Yea  
Justin Rackley: Yea  
Brock Terrell: Yea  
Yea: 4, Nay: 0, Absent: 1

2. **PUBLIC COMMENT** All meetings of the Board of Education shall be open to the public and any regular meeting shall include an opportunity for the public to address the Board. Public Comments are limited to three (3) minutes and must be related to an agenda item or topic. Any individual wishing to address the board of education must communicate to the superintendent by letter per policy BED-R and BED-E. Where several people wish to address the same subject, a spokesperson must be selected. The Board President may interrupt and terminate any comments

that are not in accordance with any of these criteria or in keeping with Board Policy BED-R. Board members may not respond to speakers' comments. See attachment. Spence McConnell spoke regarding 4th of July celebration at the football field.

### 3. REPORTS FROM SCHOOL PERSONNEL AND OTHERS

#### 3.1. Superintendent's Report

Federal Programs Monitoring has been submitted, shared letter and photos, Bozeman/Barnes filed for school board election, and the rent house is vacant.

#### 3.2. High School/Middle School Principal's Report

Enrollment, basketball games, observations.

#### 3.3. Elementary Principal's Report

Enrollment and results of testing.

#### 3.4. Booster Club Report

School Farm Update

#### 3.5. Athletic Report

Basketball, New Transfer Rule - once in high school NOT once a year, Hudl Camera up and running.

4. **CONSENT AGENDA:** All of the following items, which concern reports and items of routine nature normally approved at board meetings, will be approved by one vote unless any board member desires to have a separate vote on any or all of these items. The consent agenda consists of the discussion, consideration and vote of items 4.1. - 4.7.

Motion to approve Consent Agenda in mass, items 4.1. - 4.7. This motion, made by Mallory Ebers and seconded by Justin Rackley, Carried.

Mallory Ebers: Yea

Crystal Hull: Absent

Bradley Pittman: Yea

Justin Rackley: Yea

Brock Terrell: Yea

Yea: 4, Nay: 0, Absent: 1

4.1. Approve minutes of the November 9, 2023 regular board meeting

4.2. Accept Treasurer's Report including: Financial statements, fund balances, expenditures, revenue, warrants, bank summary, bond reports, and investments for the month ending

4.3. General Fund Payments

4.4. Child Nutrition Payments are included with General Fund Payments

4.5. Building Fund Payments

4.6. Bond 31 Payments

4.7. Approve Blanket Purchase Orders

### 5. BUSINESS (ACTION) ITEMS

5.1. Discussion and possible action on approving policies per OSSBA recommendation. Motion to approve policies in mass per OSSBA recommendation; 5.1.1 - 5.1.5. This motion, made by Bradley Pittman and seconded by Justin Rackley, Carried.

Mallory Ebers: Yea

Crystal Hull: Absent

Bradley Pittman: Yea

Justin Rackley: Yea

Brock Terrell: Yea

Yea: 4, Nay: 0, Absent: 1

5.1.1. BAAB - Nepotism (Update)

5.1.2. DPB - Substitute Teachers (Update)

5.1.3. CVFA-E1 - Time Keeping of Non-Exempt Employees (New)

5.1.4. FNCA - Student Dress Code (New)

5.1.5. FNCA-R - Student Dress Code Regulation (New)

5.2. Discussion and possible action on hiring a construction management company for future plans for the district.

Motion to approve hiring Joe D Hall General Contractors LLC as a construction management company for future projects of the district. This motion, made by Justin Rackley and seconded by Brock Terrell, Carried.

Mallory Ebers: Yea

Crystal Hull: Absent

Bradley Pittman: Yea

Justin Rackley: Yea

Brock Terrell: Yea

Yea: 4, Nay: 0, Absent: 1

5.3. Discussion and possible action on approving district capacities.

Motion to approve capacities as recommended by the superintendent. This motion, made by Brock Terrell and seconded by Bradley Pittman, Carried.

Mallory Ebers: Yea

Crystal Hull: Absent

Bradley Pittman: Yea

Justin Rackley: Yea

Brock Terrell: Yea

Yea: 4, Nay: 0, Absent: 1

5.4. Discussion and possible action on approving the 2023-24 Wellston Honor Society budget.

Motion to approve the 2023-24 Wellston National Honor Society budget. This motion, made by Justin Rackley and seconded by Bradley Pittman, Carried.

Mallory Ebers: Yea  
Crystal Hull: Absent  
Bradley Pittman: Yea  
Justin Rackley: Yea  
Brock Terrell: Yea  
Yea: 4, Nay: 0, Absent: 1

## 6. NEW BUSINESS

None.

7. **PERSONNEL** Discuss and vote to go into executive session to:

(a) Discuss employment and appointment of personnel pursuant to 25 O.S. §307 (B) (1)  
Motion to go into executive session at 7:20 p.m. This motion, made by Mallory Ebers and seconded by Bradley Pittman, Carried.

Mallory Ebers: Yea  
Crystal Hull: Absent  
Bradley Pittman: Yea  
Justin Rackley: Yea  
Brock Terrell: Yea  
Yea: 4, Nay: 0, Absent: 1

7.1. Acknowledge the board's return to open session.

Mallory Ebers acknowledged the board's return to open session at 7:45 p.m.

7.2. Executive Session Minutes Compliance Announcement.

Executive Session Minutes' Compliance statement provided by Mallory Ebers.

## 8. Information to and from the Board

The next regularly scheduled board meeting is moved to Tuesday, January 9, 2024.

Wellston Baseball Field was named the 2023 Eastside Baseball Field of the Year; voted on by the Oklahoma Baseball Coaches Association.

## 9. Adjournment

Motion to adjourn at 7:49 p.m. This motion, made by Justin Rackley and seconded by Bradley Pittman, Carried.

Mallory Ebers: Yea  
Crystal Hull: Absent  
Bradley Pittman: Yea  
Justin Rackley: Yea  
Brock Terrell: Yea  
Yea: 4, Nay: 0, Absent: 1

# Wellston Public Schools

## Receipt Register

**Options:** Fund: Governmental Funds, Show Detail: Yes, Date Range: 12/1/2023 - 12/31/2023, Account: All, Status: All

Receipt No	Date		Received From				Unit	Amount	Status
	Year	Fund	Acct Type	Acct No	Project	Program		Amount	
92	12/1/2023		First Bank and Trust Return					\$36.94	Posted
	2024	11	AR	1590	000	000	050	\$36.94	
						2024	11 Total	\$36.94	
93	12/1/2023		Logan County Clerk					\$255.33	Posted
	2024	11	AR	1110	000	000	050	\$188.17	
						2024	11 Total	\$188.17	
	2024	21	AR	1110	000	000	050	\$26.87	
						2024	21 Total	\$26.87	
	2024	41	AR	1110	000	000	050	\$40.29	
						2024	41 Total	\$40.29	
94	12/6/2023		E. Underwood					\$550.00	Posted
	2024	21	AR	1420	000	000	050	\$550.00	
						2024	21 Total	\$550.00	
95	12/8/2023		Angela Thompson					\$65.00	Posted
	2024	11	AR	1590	000	000	050	\$65.00	
						2024	11 Total	\$65.00	
96	12/8/2023		Lincoln County Clerk					\$7,135.08	Posted
	2024	11	AR	2100	000	000	050	\$740.53	
	2024	11	AR	1110	000	000	050	\$2,658.49	
	2024	11	AR	1120	000	000	050	\$1,075.10	
	2024	11	AR	1350	000	000	050	\$160.64	
	2024	11	AR	2200	000	000	050	\$1,062.83	
	2024	11	AR	3150	000	000	050	\$65.16	
						2024	11 Total	\$5,762.75	
	2024	21	AR	1110	000	000	050	\$380.00	
	2024	21	AR	1120	000	000	050	\$153.67	
						2024	21 Total	\$533.67	
	2024	41	AR	1110	000	000	050	\$579.57	
	2024	41	AR	1120	000	000	050	\$259.09	
						2024	41 Total	\$838.66	
97	12/11/2023		OK Tax Commission					\$28,095.18	Posted
	2024	11	AR	3110	000	000	050	\$3,261.92	
	2024	11	AR	3130	000	000	050	\$8,259.94	
	2024	11	AR	3120	000	000	050	\$16,573.32	
						2024	11 Total	\$28,095.18	
98	12/13/2023		OK State Department of Education					\$3,855.83	Posted
	2024	11	AR	4210	515	000	050	\$3,855.83	
						2024	11 Total	\$3,855.83	
99	12/13/2023		OK State Department of Education					\$4,710.10	Posted
	2024	11	AR	4689	772	000	050	\$4,710.10	
						2024	11 Total	\$4,710.10	
100	12/14/2023		OK State Department of Education					\$677.59	Posted
	2024	11	AR	3250	331	000	050	\$677.59	
						2024	11 Total	\$677.59	
101	12/14/2023		OK State Department of Education					\$2,048.65	Posted
	2024	11	AR	3250	332	000	050	\$2,048.65	
						2024	11 Total	\$2,048.65	

# Wellston Public Schools

## Receipt Register

**Options:** Fund: Governmental Funds, Show Detail: Yes, Date Range: 12/1/2023 - 12/31/2023, Account: All, Status: All

Receipt No	Date		Received From				Unit	Amount	Status
	Year	Fund	Acct Type	Acct No	Project	Program		Amount	
102	12/14/2023		OK State Department of Education					\$8,870.40	Posted
	2024	11	AR	3415	367	000	050	\$8,870.40	
						2024	11 Total	\$8,870.40	
103	12/14/2023		OK State Department of Education					\$10,779.71	Posted
	2024	11	AR	3250	335	000	050	\$10,779.71	
						2024	11 Total	\$10,779.71	
104	12/14/2023		OK State Department of Education					\$21,584.19	Posted
	2024	11	AR	3250	334	000	050	\$21,584.19	
						2024	11 Total	\$21,584.19	
105	12/14/2023		OK State Department of Education					\$201,460.69	Posted
	2024	11	AR	3210	000	000	050	\$201,460.69	
						2024	11 Total	\$201,460.69	
106	12/15/2023		OK State Department of Education					\$4,388.65	Posted
	2024	11	AR	4720	764	700	050	\$4,388.65	
						2024	11 Total	\$4,388.65	
107	12/15/2023		OK State Department of Education					\$15,265.85	Posted
	2024	11	AR	4710	763	700	050	\$15,265.85	
						2024	11 Total	\$15,265.85	
108	12/18/2023		Logan County Clerk					\$572.59	Posted
	2024	11	AR	1110	000	000	050	\$421.98	
						2024	11 Total	\$421.98	
	2024	21	AR	1110	000	000	050	\$60.27	
						2024	21 Total	\$60.27	
	2024	41	AR	1110	000	000	050	\$90.34	
						2024	41 Total	\$90.34	
109	12/19/2023		Arvest CC Cash Back					\$175.36	Posted
	2024	11	AR	1590	000	000	050	\$175.36	
						2024	11 Total	\$175.36	
110	12/20/2023		Premier INC					\$131.39	Posted
	2024	11	AR	1590	000	700	050	\$131.39	
						2024	11 Total	\$131.39	
111	12/20/2023		OK State Department of Education					\$164,124.16	Posted
	2024	11	AR	4689	795	000	050	\$164,124.16	
						2024	11 Total	\$164,124.16	
112	12/21/2023		OK Land Commission					\$6,118.35	Posted
	2024	11	AR	3140	000	000	050	\$6,118.35	
						2024	11 Total	\$6,118.35	
113	12/21/2023		OK Dept. of Career and Tech. Ed.					\$20,510.00	Posted
	2024	11	AR	3812	412	000	050	\$11,750.00	
	2024	11	AR	3811	411	000	050	\$8,760.00	
						2024	11 Total	\$20,510.00	
114	12/22/2023		OK State Department of Education					\$2,234.90	Posted
	2024	11	AR	4760	768	700	050	\$2,234.90	
						2024	11 Total	\$2,234.90	
115	12/29/2023		Premier Healthca					\$78.05	Posted
	2024	11	AR	1590	000	700	050	\$78.05	
						2024	11 Total	\$78.05	

# Wellston Public Schools

## Receipt Register

**Options:** Fund: Governmental Funds, Show Detail: Yes, Date Range: 12/1/2023 - 12/31/2023, Account: All, Status: All

Receipt No	Date		Received From				Amount	Status
	Year	Fund	Acct Type	Acct No	Project	Program	Unit	
116	12/31/2023		First Bank and Trust MM Interest Earned				\$17.70	Posted
	2024	11	AR	1310	000	000	050	\$17.70
						2024	11 Total	\$17.70
117	12/31/2023		First Bank and Trust Interest Earned				\$177.90	Posted
	2024	11	AR	1310	000	000	050	\$177.90
						2024	11 Total	\$177.90

**Year and Fund Totals:**

2024	11	\$501,779.49
2024	21	\$1,170.81
2024	41	\$969.29

**Total Receipts Posted =** \$503,919.59

**Total Receipts Not Posted =** \$0.00

Outstanding Payments

Options: Funds: 11-41, As Of Date: 12/31/2023

Year	Fund	No	Date	Reg Date	Vendor No	Vendor	Amount
2023	11	1522	5/1/2023	5/31/2023	13516	RAUSCH STURM LLP	\$183.72
<b>Total: 2023 11</b>							<b>\$183.72</b>
2024	11	1052	8/1/2023	8/31/2023	164	CCOSA	\$97.50
2024	11	1218	9/1/2023	9/30/2023	164	CCOSA	\$113.50
2024	11	1318	9/29/2023	9/30/2023	164	CCOSA	\$108.50
2024	11	1562	11/1/2023	11/30/2023	164	CCOSA	\$108.50
2024	11	1567	11/1/2023	11/30/2023	661	PROFESSIONAL OKLAHOMA EDUCA	\$711.42
2024	11	1579	12/1/2023	12/31/2023	205	AFLAC	\$346.11
2024	11	1580	12/1/2023	12/31/2023	12013	AMERICAN FIDELITY FLEX DEPT	\$654.16
2024	11	1581	12/1/2023	12/31/2023	161	AMERICAN FIDELITY ANNUITY	\$200.00
2024	11	1582	12/1/2023	12/31/2023	162	AMERICAN FIDELITY ASSURANCE	\$4350.83
2024	11	1583	12/1/2023	12/31/2023	164	CCOSA	\$108.50
2024	11	1586	12/1/2023	12/31/2023	172	OKLAHOMA EDUCATION ASSOCIAT	\$55.50
2024	11	1587	12/1/2023	12/31/2023	80	OKLA TAX COMMISSION	\$8369.00
2024	11	1588	12/1/2023	12/31/2023	661	PROFESSIONAL OKLAHOMA EDUCA	\$711.42
2024	11	1589	12/1/2023	12/31/2023	348	PRE PAID LEGAL SERVICE	\$283.95
2024	11	1591	12/1/2023	12/31/2023	761	EMPLOYEES GROUP INSURANCE PR	\$37969.48
2024	11	1592	12/1/2023	12/31/2023	473	TEACHER RETIREMENT SYSTEM	\$27666.03
2024	11	1593	12/1/2023	12/31/2023	10	TEACHER RETIREMENT SYSTEM	\$15042.78
2024	11	1594	12/1/2023	12/31/2023	115	WELLSTON EDUCATORS ASSOC	\$240.00
2024	11	1678	12/13/2023	12/31/2023	77	OG&E	\$4464.21
2024	11	1700	12/13/2023	12/31/2023	12376	CAPITAL ONE	\$432.11
2024	11	1702	12/13/2023	12/31/2023	13100	TEAMLEADER	\$2544.70
2024	11	1706	12/13/2023	12/31/2023	13468	SIMONIZE SPORTS	\$2650.00
2024	11	1709	12/13/2023	12/31/2023	13699	LINCOLN COUNTY SHERIFF'S OFFIC	\$10987.20
2024	11	1711	12/13/2023	12/31/2023	13013	PLANK AUTO SUPPLY	\$421.01
2024	11	1713	12/13/2023	12/31/2023	12023	DOLLAR GENERAL - REGIONS 41052	\$49.20
2024	11	1714	12/13/2023	12/31/2023	12376	CAPITAL ONE	\$359.39
2024	11	1735	12/13/2023	12/31/2023	12023	DOLLAR GENERAL - REGIONS 41052	\$18.40
2024	11	1739	12/13/2023	12/31/2023	13407	MIKE FRANZ	\$85.15
2024	11	1747	12/14/2023	12/31/2023	80	OKLA TAX COMMISSION	\$22.00
<b>Total: 2024 11</b>							<b>\$119,170.55</b>
<b>Total Outstanding:</b>							<b>\$119,354.27</b>

# Wellston Public Schools

## Balance Sheet

Options: Funds: 11-41, As Of Date: 12/31/2023

Assets				
Cash				
11	2013	GEN FUND-FOR OP		\$0.00
11	2014	GEN FUND-FOR OP		\$0.00
11	2015	GEN FUND-FOR OP		\$0.00
11	2016	GEN FUND-FOR OP		\$0.00
11	2017	GENERAL		\$0.00
11	2018	GENERAL		\$0.00
11	2019	GENERAL		\$0.00
11	2020	GENERAL		\$0.00
11	2021	GENERAL		\$0.00
11	2022	GENERAL		(\$6,050.14)
11	2023	GENERAL		\$8,284.82
11	2024	GENERAL		\$358,050.88
Fund 11 Total				\$360,285.56
12	2013	CO-OP FUND-FOR CO-OP		\$0.00
12	2014	CO-OP FUND-FOR CO-OP		\$0.00
12	2015	CO-OP FUND-FOR CO-OP		\$0.00
12	2016	CO-OP FUND-FOR CO-OP		\$0.00
12	2017	CO-OP		\$0.00
12	2018	CO-OP		\$0.00
12	2019	CO-OP		\$0.00
Fund 12 Total				\$0.00
21	2013	Building		\$0.00
21	2014	Building		\$0.00
21	2015	Building		\$0.00
21	2016	Building		\$0.00
21	2017	BUILDING		\$0.00
21	2018	BUILDING		\$0.00
21	2019	BUILDING		\$0.00
21	2020	BUILDING		\$0.00
21	2021	BUILDING		\$0.00
21	2022	BUILDING		\$0.00
21	2023	BUILDING		\$0.00
21	2024	BUILDING		\$51,359.99
Fund 21 Total				\$51,359.99
22	2013	CHILD NUTRITION		\$0.00
22	2014	CHILD NUTRITION		\$0.00
22	2015	CHILD NUTRITION		\$0.00
22	2016	CHILD NUTRITION		\$0.00
22	2017	CHILD NUTRITION		\$0.00
22	2018	CHILD NUTRITION		\$0.00
22	2019	CHILD NUTRITION		\$0.00
22	2020	CHILD NUTRITION		\$0.00
Fund 22 Total				\$0.00
31	2013	BOND FUND		\$0.00
31	2014	BOND FUND		\$0.00
31	2016	BOND FUND		\$0.00
31	2017	BOND		\$0.00
31	2018	BOND		\$0.00
31	2019	BOND		\$0.00
31	2020	BUILDING BOND		\$0.00

# Wellston Public Schools

## Balance Sheet

Options: Funds: 11-41, As Of Date: 12/31/2023

31	2021	BUILDING BOND	\$0.00
31	2022	BUILDING BOND	\$0.00
31	2023	BUILDING BOND	\$0.00
31	2024	BUILDING BOND	\$79,487.24
			Fund 31 Total
			\$79,487.24
32	2016	BOND FUND	\$0.00
32	2017	TRANSPORTATION BOND	\$0.00
32	2019	TRANSPORTATION BOND	\$0.00
32	2020	TRANSPORTATION BOND	\$0.00
32	2021	TRANSPORTATION BOND	\$0.00
			Fund 32 Total
			\$0.00
41	2013	Sinking	\$0.00
41	2014	Sinking	\$0.00
41	2015	Sinking	\$0.00
41	2016	Sinking	\$0.00
41	2017	SINKING	\$0.00
41	2018	SINKING	\$0.00
41	2019	SINKING	\$0.00
41	2020	SINKING	\$0.00
41	2021	SINKING	\$0.00
41	2022	SINKING	\$0.00
41	2023	SINKING	\$0.00
41	2024	SINKING	\$96,315.97
			Fund 41 Total
			\$96,315.97
			Cash Total
			\$587,448.76
<b>Investments</b>			
11	2017	GENERAL	\$0.00
11	2019	GENERAL	\$0.00
			Fund 11 Total
			\$0.00
			Investments Total
			\$0.00
<b>Revenue Receivable</b>			
11	2013	GEN FUND-FOR OP	\$0.00
11	2014	GEN FUND-FOR OP	\$0.00
11	2015	GEN FUND-FOR OP	\$0.00
11	2016	GEN FUND-FOR OP	\$0.00
11	2017	GENERAL	\$0.00
11	2018	GENERAL	\$0.00
11	2019	GENERAL	\$0.00
11	2020	GENERAL	\$0.00
11	2021	GENERAL	\$0.00
11	2022	GENERAL	\$0.00
11	2023	GENERAL	(\$6,050.14)
11	2024	GENERAL	(\$2,398,774.58)
			Fund 11 Total
			(\$2,404,824.72)
12	2013	CO-OP FUND-FOR CO-OP	\$0.00
12	2014	CO-OP FUND-FOR CO-OP	\$0.00
12	2015	CO-OP FUND-FOR CO-OP	\$0.00
12	2016	CO-OP FUND-FOR CO-OP	\$0.00
12	2017	CO-OP	\$0.00
12	2018	CO-OP	\$0.00
			Fund 12 Total
			\$0.00

## Wellston Public Schools

## Balance Sheet

Options: Funds: 11-41, As Of Date: 12/31/2023

21	2013	Building	\$0.00
21	2014	Building	\$0.00
21	2015	Building	\$0.00
21	2016	Building	\$0.00
21	2017	BUILDING	\$0.00
21	2018	BUILDING	\$0.00
21	2019	BUILDING	\$0.00
21	2020	BUILDING	\$0.00
21	2021	BUILDING	\$0.00
21	2022	BUILDING	\$0.00
21	2023	BUILDING	\$0.00
21	2024	BUILDING	\$0.00
			(\$196,359.99)
		Fund 21 Total	(\$196,359.99)
22	2013	CHILD NUTRITION	\$0.00
22	2014	CHILD NUTRITION	\$0.00
22	2015	CHILD NUTRITION	\$0.00
22	2016	CHILD NUTRITION	\$0.00
22	2017	CHILD NUTRITION	\$0.00
22	2018	CHILD NUTRITION	\$0.00
22	2019	CHILD NUTRITION	\$0.00
22	2020	CHILD NUTRITION	\$0.00
			(\$245,039.16)
		Fund 22 Total	(\$245,039.16)
31	2013	BOND FUND	\$0.00
31	2014	BOND FUND	\$0.00
31	2015	BOND FUND	\$0.00
31	2016	BOND FUND	\$0.00
31	2017	BOND	\$0.00
31	2018	BOND	\$0.00
31	2019	BOND	\$0.00
31	2020	BUILDING BOND	\$0.00
31	2021	BUILDING BOND	\$0.00
31	2022	BUILDING BOND	\$0.00
31	2023	BUILDING BOND	\$0.00
31	2024	BUILDING BOND	\$0.00
			(\$79,487.24)
		Fund 31 Total	(\$79,487.24)
32	2013	BOND FUND	\$0.00
32	2016	BOND FUND	\$0.00
32	2017	TRANSPORTATION BOND	\$0.00
32	2020	TRANSPORTATION BOND	\$0.00
32	2021	TRANSPORTATION BOND	\$0.00
			(\$160,000.00)
		Fund 32 Total	(\$160,000.00)
41	2013	Sinking	\$0.00
41	2014	Sinking	\$0.00
41	2015	Sinking	\$0.00
41	2016	Sinking	\$0.00
41	2017	SINKING	\$0.00
41	2018	SINKING	\$0.00
41	2019	SINKING	\$0.00
41	2020	SINKING	\$0.00
41	2021	SINKING	\$0.00
41	2022	SINKING	\$0.00

**Wellston Public Schools**

**Balance Sheet**

**Options:** Funds: 11-41, As Of Date: 12/31/2023

41	2023	SINKING	\$0.00
41	2024	SINKING	
			(\$101,690.97)
<b>Fund 41 Total</b>			<b>(\$101,690.97)</b>
<b>Revenue Receivable Total</b>			<b>(\$3,187,402.08)</b>
<b>Assets Total</b>			<b>(\$2,599,953.32)</b>

**Liabilities, Reserves and Fund Balance**

**Outstanding Warrants**

11	2016	GEN FUND-FOR OP	\$0.00
11	2017	GENERAL	\$0.00
11	2018	GENERAL	\$0.00
11	2019	GENERAL	\$0.00
11	2020	GENERAL	\$0.00
11	2021	GENERAL	\$0.00
11	2022	GENERAL	\$0.00
11	2023	GENERAL	\$183.72
11	2024	GENERAL	
			\$119,170.55
<b>Fund 11 Total</b>			<b>\$119,354.27</b>
12	2017	CO-OP	\$0.00
<b>Fund 12 Total</b>			<b>\$0.00</b>
21	2017	BUILDING	\$0.00
21	2018	BUILDING	\$0.00
21	2019	BUILDING	\$0.00
21	2020	BUILDING	\$0.00
21	2021	BUILDING	\$0.00
21	2022	BUILDING	\$0.00
21	2023	BUILDING	\$0.00
21	2024	BUILDING	\$0.00
<b>Fund 21 Total</b>			<b>\$0.00</b>
22	2016	CHILD NUTRITION	\$0.00
22	2017	CHILD NUTRITION	\$0.00
22	2018	CHILD NUTRITION	\$0.00
22	2019	CHILD NUTRITION	\$0.00
22	2020	CHILD NUTRITION	\$0.00
<b>Fund 22 Total</b>			<b>\$0.00</b>
31	2016	BOND FUND	\$0.00
31	2017	BOND	\$0.00
31	2018	BOND	\$0.00
31	2019	BOND	\$0.00
31	2020	BUILDING BOND	\$0.00
31	2021	BUILDING BOND	\$0.00
31	2022	BUILDING BOND	\$0.00
31	2023	BUILDING BOND	\$0.00
<b>Fund 31 Total</b>			<b>\$0.00</b>
32	2017	TRANSPORTATION BOND	\$0.00
32	2021	TRANSPORTATION BOND	\$0.00
<b>Fund 32 Total</b>			<b>\$0.00</b>
41	2017	SINKING	\$0.00
41	2018	SINKING	\$0.00
41	2019	SINKING	\$0.00
41	2020	SINKING	\$0.00

# Wellston Public Schools

## Balance Sheet

**Options:** Funds: 11-41, As Of Date: 12/31/2023

41	2021	SINKING	\$0.00
41	2022	SINKING	\$0.00
41	2023	SINKING	\$0.00
41	2024	SINKING	\$0.00

	<b>Fund 41 Total</b>	<u>\$0.00</u>
	<b>Outstanding Warrants Total</b>	\$119,354.27

**Fund Balance**

11	2013	GEN FUND-FOR OP	\$0.00
11	2014	GEN FUND-FOR OP	\$0.00
11	2015	GEN FUND-FOR OP	\$0.00
11	2016	GEN FUND-FOR OP	\$0.00
11	2017	GENERAL	\$0.00
11	2018	GENERAL	\$0.00
11	2019	GENERAL	\$0.00
11	2020	GENERAL	\$0.00
11	2021	GENERAL	\$0.00
11	2022	GENERAL	(\$6,050.14)
11	2023	GENERAL	\$2,050.96
11	2024	GENERAL	(\$2,159,894.25)

	<b>Fund 11 Total</b>	<u>(\$2,163,893.43)</u>
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12	2013	CO-OP FUND-FOR CO-OP	\$0.00
12	2014	CO-OP FUND-FOR CO-OP	\$0.00
12	2015	CO-OP FUND-FOR CO-OP	\$0.00
12	2016	CO-OP FUND-FOR CO-OP	\$0.00
12	2017	CO-OP	\$0.00
12	2018	CO-OP	\$0.00

	<b>Fund 12 Total</b>	<u>\$0.00</u>
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21	2013	Building	\$0.00
21	2014	Building	\$0.00
21	2015	Building	\$0.00
21	2016	Building	\$0.00
21	2017	BUILDING	\$0.00
21	2018	BUILDING	\$0.00
21	2019	BUILDING	\$0.00
21	2020	BUILDING	\$0.00
21	2021	BUILDING	\$0.00
21	2022	BUILDING	\$0.00
21	2023	BUILDING	\$0.00
21	2024	BUILDING	(\$145,000.00)

	<b>Fund 21 Total</b>	<u>(\$145,000.00)</u>
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22	2013	CHILD NUTRITION	\$0.00
22	2014	CHILD NUTRITION	\$0.00
22	2015	CHILD NUTRITION	\$0.00
22	2016	CHILD NUTRITION	\$0.00
22	2017	CHILD NUTRITION	\$0.00
22	2018	CHILD NUTRITION	\$0.00
22	2019	CHILD NUTRITION	(\$245,039.16)
22	2020	CHILD NUTRITION	\$0.00

	<b>Fund 22 Total</b>	<u>(\$245,039.16)</u>
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31	2013	BOND FUND	\$0.00
31	2014	BOND FUND	\$0.00

## Wellston Public Schools

## Balance Sheet

Options: Funds: 11-41, As Of Date: 12/31/2023

31	2015	BOND FUND		\$0.00
31	2016	BOND FUND		\$0.00
31	2017	BOND		\$0.00
31	2018	BOND		\$0.00
31	2019	BOND		\$0.00
31	2020	BUILDING BOND		\$0.00
31	2021	BUILDING BOND		\$0.00
31	2022	BUILDING BOND		\$0.00
31	2023	BUILDING BOND		\$0.00
			Fund 31 Total	\$0.00
32	2013	BOND FUND		\$0.00
32	2016	BOND FUND		\$0.00
32	2017	TRANSPORTATION BOND		\$0.00
32	2021	TRANSPORTATION BOND		\$0.00
			Fund 32 Total	(\$160,000.00)
41	2013	Sinking		\$0.00
41	2014	Sinking		\$0.00
41	2015	Sinking		\$0.00
41	2016	Sinking		\$0.00
41	2017	SINKING		\$0.00
41	2018	SINKING		\$0.00
41	2019	SINKING		\$0.00
41	2020	SINKING		\$0.00
41	2021	SINKING		\$0.00
41	2022	SINKING		\$0.00
41	2023	SINKING		\$0.00
41	2024	SINKING		\$0.00
			Fund 41 Total	(\$5,375.00)
			Fund Balance Total	(\$2,719,307.59)
			Liabilities, Reserves and Fund Balance Total	(\$2,599,953.32)

**Revenue vs Expense 2021-2026**

Month	2021-2022		2022-2023		2023-2024		2024-2025		2025-2026	
	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses
July	144,777.92	239,336.08	50,749.41	73,001.39	42,331.06	123,782.31				
August	307,537.94	174,525.72	264,046.01	237,792.96	336,646.62	353,374.92				
September	424,000.31	514,116.06	293,770.22	904,767.39	337,665.16	893,607.06				
October	296,172.12	395,513.40	293,772.73	142,823.27	313,995.24	139,051.86				
November	282,432.71	583,333.66	268,401.34	617,346.48	405,242.48	375,202.58				
December	384,191.86	370,988.92	786,725.89	447,619.53	503,919.59	493,599.88				
January	1,033,658.15	408,799.00	1,124,303.32	402,321.48						
February	493,638.47	468,307.74	516,977.28	421,003.13						
March	290,797.46	376,783.17	349,672.33	714,308.55						
April	663,549.54	620,509.44	478,381.44	342,293.27						
May	641,746.02	1,323,932.57	382,670.15	1,293,769.93						
June	554,604.91	86,765.69	671,708.04	56,786.69						
Totals	\$5,517,107.41	\$5,562,911.45	\$5,481,178.16	\$5,653,834.07	\$1,939,800.15	\$2,378,618.61	\$0.00	\$0.00	\$0.00	\$0.00
over/short		(\$45,804.04)		(\$172,655.91)		(\$438,818.46)		\$0.00		\$0.00

Notes:

General Fund 11 Only

Month	2021-2022		2022-2023		2023-2024		2024-2025		2025-2026	
	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses
July	142,211.93	143,371.66	48,868.96	73,001.39	40,910.93	123,782.31				
August	304,784.09	127,405.72	262,552.03	110,570.22	334,726.87	208,374.92				
September	421,722.16	443,007.58	289,383.14	902,517.39	334,374.66	893,607.06				
October	293,000.00	384,195.90	291,710.71	83,959.52	310,905.18	133,676.86				
November	281,283.24	583,333.66	266,728.66	617,346.48	403,894.20	375,202.58				
December	375,921.95	369,588.92	776,849.10	444,760.03	501,779.49	493,599.88				
January	864,094.17	408,799.00	944,085.33	402,321.48						
February	443,327.89	468,307.74	465,709.94	407,767.51						
March	285,607.00	376,783.17	345,364.79	713,114.80						
April	628,520.08	395,081.94	446,348.16	71,924.02						
May	623,567.67	1,320,653.75	363,601.04	1,270,329.93						
June	551,594.01	86,765.69	561,253.58	54,899.94						
Totals	\$5,215,634.19	\$5,107,294.73	\$5,062,455.44	\$5,152,512.71	\$1,926,591.33	\$2,228,243.61	\$0.00	\$0.00	\$0.00	\$0.00
over/short		\$108,339.46	(\$90,057.27)	(\$301,652.28)			\$0.00	\$0.00	\$0.00	\$0.00

# December 2023

General #11		Building #21	
\$ 232,751.68	Balance Forward	\$ 50,189.18	Balance Forward
\$ 493,599.88	Warrants		Warrants
		\$ 26.87	12/1 Logan County Clerk
\$ 36.94	12/1 First Bank & Trust R.Estes	\$ 550.00	12/6 E. Underwood
\$ 188.17	12/1 Logan County Clerk	\$ 533.67	12/8 Lincoln County Clerk
\$ 65.00	12/8 A. Thompson Screen Replacement	\$ 60.27	12/18 Logan County Clerk
\$ 5,762.75	12/8 Lincoln County Clerk	\$ 51,359.99	Balance
\$ 28,095.18	12/11 OK Tax Commission		
\$ 3,855.83	12/13 OSDE Title I School Improvement		
\$ 4,710.10	12/13 OSDE ARP ESSER III Sch. Counselor		
\$ 677.59	12/14 OSDE Certified in Lieu of	Building Bond #31	
\$ 2,048.65	12/14 OSDE Support in Lieu of	\$ 79,487.24	Balance Forward
\$ 8,870.40	12/14 OSDE Reading Sufficiency		
\$ 10,779.71	12/14 OSDE Support Health Allowance	\$ 79,487.24	Balance
\$ 21,584.19	12/14 OSDE Certified Health Allowance		
\$ 201,460.69	12/14 OSDE Financial Support		
\$ 4,388.65	12/15 OSDE Breakfast Program	Sinking Fund #41	
\$ 15,265.85	12/15 OSDE Lunch Program	\$ 95,346.68	Balance Forward
\$ 421.98	12/18 Logan County Clerk	\$ 40.29	12/1 Logan County Clerk
\$ 175.36	12/19 Arvest Cash Back	\$ 838.66	12/8 Lincoln County Clerk
\$ 131.39	12/20 Premier Inc	\$ 90.34	12/18 Logan County Clerk
\$ 164,124.16	12/20 OSDE ARP ESSER III LEA'S		
\$ 6,118.35	12/21 OK Land Commission	\$ 96,315.97	Balance
\$ 20,510.00	12/21 OK Dept. Career & Tech Ed.		
\$ 2,234.90	12/22 OSDE Fresh Fruits and Veggies		
\$ 78.05	12/29 Premier Healthca		
\$ 17.70	12/31 First Bank & Trust MM Interest		
\$ 177.90	12/31 First Bank & Trust Interest		
\$ 240,931.29	Balance		

#900211

\$	6,314.35	Balance Forward
\$	17.70	Interest earned
<hr/>		
\$	6,332.05	Balance

\$	457,774.78	Balance Forward
\$	503,919.59	Revenue
\$	493,599.88	Expenses
<hr/>		
\$	468,094.49	Balance

\$	581,117.46	Bank Balance
\$	119,354.27	Outstanding Warrants
\$	6,332.05	Money Market
\$	0.75	Bank Check Kelly Curry
<hr/>		
\$	468,094.49	Balance

General

\$	501,779.49	Revenue
\$	493,599.88	Expenses

# Wellston Public Schools

## Revenue By Month

Options: Fiscal Year: 2024, Funds: 11-41

Account	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	April	May	Jun	Total
AR 1110	\$3,673.71	\$0.00	\$0.00	\$0.00	\$300.91	\$4,445.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,420.60
AR 1120	\$1,351.55	\$0.00	\$8,065.87	\$7,146.69	\$2,563.02	\$1,487.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,614.99
AR 1121	\$0.00	\$2,918.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,918.86
AR 1310	\$457.31	\$407.27	\$308.84	\$221.07	\$142.49	\$195.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,732.58
AR 1350	\$285.24	\$337.19	\$267.33	\$493.52	\$514.11	\$160.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,058.03
AR 1420	\$0.00	\$1,110.00	\$1,050.00	\$1,100.00	\$550.00	\$550.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,360.00
AR 1510	\$0.00	\$18,852.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,852.50
AR 1590	\$9.13	\$145.79	\$658.11	\$59.19	\$2,110.04	\$486.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,469.00
AR 1690	\$0.00	\$111.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$111.36
AR 2100	\$365.30	\$300.82	\$477.47	\$510.01	\$136.18	\$740.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,530.31
AR 2200	\$1,383.41	\$1,789.09	\$1,018.28	\$1,583.35	\$1,096.76	\$1,062.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,933.72
AR 2300	\$12,462.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,462.52
AR 3110	\$2,742.16	\$2,889.25	\$2,909.96	\$3,479.26	\$3,094.03	\$3,261.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,376.58
AR 3120	\$3,600.79	\$18,996.92	\$19,883.97	\$18,981.16	\$18,550.44	\$16,573.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$96,586.60
AR 3130	\$7,704.45	\$8,913.93	\$9,449.17	\$10,061.91	\$9,861.77	\$8,259.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,251.17
AR 3140	\$8,219.32	\$4,838.07	\$4,404.44	\$7,344.42	\$5,824.22	\$6,118.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,748.82
AR 3150	\$76.17	\$36.66	\$70.05	\$32.59	\$65.98	\$65.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$346.61
AR 3160	\$0.00	\$4.10	\$8.88	\$0.00	\$15.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.18
AR 3210	\$0.00	\$201,460.69	\$201,460.69	\$201,460.69	\$201,460.69	\$201,460.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,007,303.45
AR 3250	\$0.00	\$33,843.84	\$36,336.42	\$35,090.14	\$35,090.13	\$35,090.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175,450.67
AR 3415	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,870.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,870.40
AR 3420	\$0.00	\$32,929.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,929.97
AR 3436	\$0.00	\$0.00	\$0.00	\$0.00	\$7,649.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,649.56
AR 3811	\$0.00	\$0.00	\$3,960.00	\$0.00	\$0.00	\$8,760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,720.00
AR 3812	\$0.00	\$0.00	\$11,750.00	\$0.00	\$0.00	\$11,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,500.00
AR 4140	\$0.00	\$4,960.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,960.17
AR 4210	\$0.00	\$0.00	\$0.00	\$0.00	\$11,079.97	\$3,855.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,935.80
AR 4271	\$0.00	\$0.00	\$0.00	\$0.00	\$20,218.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,218.62
AR 4310	\$0.00	\$0.00	\$0.00	\$0.00	\$29,793.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,793.78
AR 4340	\$0.00	\$0.00	\$0.00	\$0.00	\$2,912.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,912.32
AR 4442	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00
AR 4689	\$0.00	\$0.00	\$1,749.00	\$0.00	\$450.00	\$168,834.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$171,033.26
AR 4705	\$0.00	\$0.00	\$17,002.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,002.43
AR 4710	\$0.00	\$0.00	\$12,989.15	\$18,541.60	\$16,053.00	\$15,265.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,849.60
AR 4720	\$0.00	\$0.00	\$3,845.10	\$5,717.78	\$4,620.39	\$4,388.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,571.92
AR 4760	\$0.00	\$0.00	\$0.00	\$2,171.86	\$1,510.85	\$2,234.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,917.61
AR 5160	\$0.00	\$0.00	\$0.00	\$0.00	\$19,578.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,578.02
AR 6110	\$0.00	\$838,312.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$838,312.77
AR 6130	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AR 6140	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$42,331.06</b>	<b>\$1,173,159.25</b>	<b>\$337,665.16</b>	<b>\$313,995.24</b>	<b>\$405,242.48</b>	<b>\$503,919.59</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,776,312.78</b>

# Wellston Public Schools

## Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 12/1/2023 - 12/31/2023

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
801 ATHLETICS	\$9,205.02	\$4,507.00	\$0.00	\$6,034.99	\$7,677.03	\$789.39	\$6,887.64
802 FFA	\$15,113.32	\$3,118.55	\$0.00	\$729.98	\$17,501.89	\$4,353.06	\$13,148.83
804 CLASS OF 2022	\$342.05	\$0.00	\$0.00	\$0.00	\$342.05	\$0.00	\$342.05
806 CLASS OF 2024	\$3,045.78	\$0.00	\$0.00	\$0.00	\$3,045.78	\$0.00	\$3,045.78
807 WEA	\$4,400.83	\$0.00	\$0.00	\$0.00	\$4,400.83	\$0.00	\$4,400.83
808 H.S. SOFTBALL	\$6,268.33	\$0.00	\$0.00	\$0.00	\$6,268.33	\$200.00	\$6,068.33
809 FCCLA	\$3,311.18	\$0.00	\$0.00	\$115.91	\$3,195.27	\$200.00	\$2,995.27
811 MURAL FUND	\$489.50	\$0.00	\$0.00	\$0.00	\$489.50	\$0.00	\$489.50
812 YEARBOOK	\$15,333.01	\$0.00	\$0.00	\$0.00	\$15,333.01	\$0.00	\$15,333.01
814 H.S. CHEERLEADERS	\$2,336.24	\$0.00	\$0.00	\$469.98	\$1,866.26	\$288.00	\$1,578.26
818 BAND	\$2,928.27	\$464.80	\$0.00	\$0.00	\$3,393.07	\$706.20	\$2,686.87
819 PETTY CASH	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00
820 COUNSELOR	\$422.37	\$0.00	\$0.00	\$0.00	\$422.37	\$0.00	\$422.37
821 M.S. CHEERLEADERS	\$2,043.37	\$0.00	\$0.00	\$537.94	\$1,505.43	\$105.98	\$1,399.45
822 CONCESSION	\$1,348.59	\$2,504.78	\$0.00	\$1,469.50	\$2,383.87	\$1,474.90	\$908.97
823 SPANISH CLUB	\$289.11	\$0.00	\$0.00	\$0.00	\$289.11	\$0.00	\$289.11
824 NATIONAL HONOR SOCIETY	\$685.68	\$0.00	\$0.00	\$0.00	\$685.68	\$0.00	\$685.68
826 CLASS OF 2025	\$744.02	\$350.00	\$0.00	\$0.00	\$1,094.02	\$0.00	\$1,094.02
827 SPEECH/DRAMA	\$207.02	\$0.00	\$0.00	\$0.00	\$207.02	\$0.00	\$207.02
828 ART CLASS	\$564.01	\$30.00	\$0.00	\$0.00	\$594.01	\$87.71	\$506.30
829 CLASS OF 2026	\$401.00	\$0.00	\$0.00	\$0.00	\$401.00	\$0.00	\$401.00
832 FELLOWSHIP CHRISTIAN ATHLETES	\$30.34	\$0.00	\$0.00	\$0.00	\$30.34	\$0.00	\$30.34
834 BASEBALL	\$8,130.55	\$6,305.04	\$0.00	\$2,201.50	\$12,234.09	\$3,596.67	\$8,637.42
835 CHILD NUTRITION	\$6,102.62	\$4,485.50	\$0.00	\$0.00	\$10,588.12	\$0.00	\$10,588.12
836 BETTY WATERSON-CNP	\$563.82	\$0.00	\$0.00	\$0.00	\$563.82	\$140.00	\$423.82
837 MISCELLANEOUS	\$1,840.88	\$63.08	\$0.00	\$1,457.31	\$446.65	\$17.19	\$429.46
838 PARAGON	\$52.88	\$39.00	\$0.00	\$0.00	\$91.88	\$0.00	\$91.88
839 AP	\$34.98	\$0.00	\$0.00	\$0.00	\$34.98	\$0.00	\$34.98
843 LIBRARY	\$674.13	\$209.00	\$0.00	\$118.00	\$765.13	\$0.00	\$765.13
844 GENERAL FUND REFUND	\$1,498.00	\$0.00	\$0.00	\$0.00	\$1,498.00	\$0.00	\$1,498.00
846 SCIENCE CLUB	\$77.51	\$0.00	\$0.00	\$0.00	\$77.51	\$0.00	\$77.51
850 M.S. MISC	\$18,251.87	\$0.00	\$0.00	\$0.00	\$18,251.87	\$0.00	\$18,251.87
851 H.S. MISC	\$87.93	\$0.00	\$0.00	\$0.00	\$87.93	\$0.00	\$87.93
852 GIRLS BASKETBALL	\$21,008.56	\$341.96	\$0.00	\$194.76	\$21,155.76	\$21,251.54	(\$95.78)
853 BOYS BASKETBALL	\$2,690.47	\$266.96	\$0.00	\$0.00	\$2,957.43	\$900.00	\$2,057.43
856 BPA	\$107.94	\$0.00	\$0.00	\$0.00	\$107.94	\$0.00	\$107.94
858 TEACHER OF THE YEAR	\$728.00	\$90.00	\$0.00	\$0.00	\$818.00	\$0.00	\$818.00
860 TROY SWAFFORD SCHOLARSHIP	\$875.00	\$0.00	\$0.00	\$0.00	\$875.00	\$0.00	\$875.00
<b>Total</b>	<b>\$132,434.18</b>	<b>\$22,775.67</b>	<b>\$0.00</b>	<b>\$13,329.87</b>	<b>\$141,879.98</b>	<b>\$34,110.64</b>	<b>\$107,769.34</b>

## Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 247 - 500, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	247	11/01/2023	12266	KRISTA MOTLEY, MS, CCC-SLP	SPEECH THERAPY	6,335.00
11	248	12/11/2023	12376	CAPITAL ONE	Food for cooking	800.00
11	249	12/11/2023	13566	ARVEST	Binders for project	400.00
11	250	12/14/2023	1	MUNICIPAL ACCOUNTING SYSTEMS	W2 & 1095-C FORMS	250.00
11	251	01/02/2024	332	NHS	National Honors Society Membership	385.00
11	252	01/02/2024	13566	ARVEST	Yearly Fee for livestockjudging.com	200.00
11	253	01/02/2024	252	ECKROAT SEED	Infield Conditioner & Packing Clay	945.00
11	254	01/02/2024	12116	GREGORY'S	Catchers Equipment	800.00
11	255	12/01/2023	780	OKLA THERAPY CONSULTANTS	OCCUPATIONAL THERAPY	3,842.52
11	256	12/01/2023	121	TEEL OSWALD	TESTING	50.00
11	257	12/01/2023	12556	ATWOODS- JOHN DEERE FINANCIAL	STOLEN ITEMS	111.90
11	258	12/01/2023	12266	KRISTA MOTLEY, MS, CCC-SLP	SPEECH THERAPY	3,570.00
11	259	12/01/2023	12251	L AND L OIL & TIRE	TRANSPORTATION SUPPLIES	2,284.80
11	260	12/01/2023	126	LOGAN COUNTY TREASURER	ASSESSMENT FEE	128.66
11	261	12/01/2023	13206	KELLY CURRY	PHYSICAL THERAPY	292.50
11	262	12/01/2023	697	BROOKS INDUSTRIES	CNP EQUIPMENT/SUPPLIES	413.64
11	263	12/01/2023	451	ROSENSTEIN FIST & RINGOLD	LEGAL FEES	162.50
11	264	12/01/2023	12138	OREILLY AUTO PARTS	TRANSPORTATION SUPPLIES	1,289.75
11	265	12/01/2023	13566	ARVEST	MAINT, IT, AND SUPPLIES	5,200.00
11	266	12/01/2023	13722	GASKET GUY	KITCHEN EQUIPMENT	332.00
11	267	08/01/2023	13723	COLLIER CONSULTING	CONSULTING FEE	7,200.00
11	268	12/01/2023	12376	CAPITAL ONE	CNP SUPPLIES	60.78
11	269	12/01/2023	375	HOBART	CNP MAINT	819.49
<b>Non-Payroll Total:</b>						<b>\$35,873.54</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$35,873.54</b>

## Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 2 - 10, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	2	07/01/2023	13724	JANPRO	FLOOR CLEANING & WAXING	12,645.00
21	3	12/01/2023	728	LOCKE SUPPLY CO	WATER HEATER	7,403.49
<b>Non-Payroll Total:</b>						<b>\$20,048.49</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$20,048.49</b>

# Wellston Public Schools

## Budget Analysis

**Options:** Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, Print Detail: False

Classification	Appropriation	Encumbered	Paid	Encumbered Balance	Unencumbered Balance	% Enc Budget
2023-2024						
11 GENERAL	5,715,757.54	5,274,076.72	2,519,254.90	2,754,821.82	441,680.82	92.27%
<b>Total 2023-2024</b>	<b>\$5,715,757.54</b>	<b>\$5,274,076.72</b>	<b>\$2,519,254.90</b>	<b>\$2,754,821.82</b>	<b>\$441,680.82</b>	<b>92.27 %</b>
<b>Report Total</b>	<b>\$5,715,757.54</b>	<b>\$5,274,076.72</b>	<b>\$2,519,254.90</b>	<b>\$2,754,821.82</b>	<b>\$441,680.82</b>	<b>92.27 %</b>

**Date Range:** 7/1/2023 - 6/30/2024

**Classification Bolding:** N/A

**Print Detail:** No

<b>Dimension</b>	<b>Group Order</b>	<b>Total</b>	<b>Bold</b>	<b>Filter</b>
Fiscal Year	1	Yes	No	2024
Fund	2	No	No	11
Project	N/A	N/A	N/A	
Function	N/A	N/A	N/A	
Object	N/A	N/A	N/A	
Program	N/A	N/A	N/A	
Subject	N/A	N/A	N/A	
JobClass	N/A	N/A	N/A	
Unit	N/A	N/A	N/A	



JOE D. HALL

General Contractors, L.L.C.

P.O. Box 100, Elk City, OK 73648  
580/225-3770  
Fax 580/225-3420

December 8, 2023

Wellston Public Schools  
Mr. Mike Franz, Superintendent  
PO Box 60  
700 Birch  
Wellston, OK 74881

Re: Construction Manager Contract AIA A133  
Wellston Public Schools – 2024 Bond Projects

Mr. Franz,

I appreciate your time and consideration in your selection of a Construction Manager to represent Wellston Public Schools as a Professional Consultant.

Attached please find one (1) electronic copy of a completed AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor, for your review and consideration. This is the same contract we have and have had with over 100 Districts and Public Entities statewide. Upon review, please sign both copies and return one for our files. Please advise of any questions or concerns.

Thank you for your consideration. We look forward to joining your project team!

Joe D. Hall

THANK YOU MIKE!  
WE APPRECIATE YOUR  
CONFIDENCE: PARTNERSHIP!

# 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

**AGREEMENT** made as of the Eighth day of December in the year Two Thousand Twenty-Three

*(In words, indicate day, month, and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address, and other information)*

Wellston Public Schools  
PO Box 60  
700 Birch  
Wellston, OK 74881  
Telephone Number: 405-258-1269

and the Construction Manager:

*(Name, legal status, address, and other information)*

Joe D. Hall General Contractors, LLC  
P.O. Box 100  
Elk City, OK 73648  
Telephone Number: 580-225-3770  
Fax Number: 580-225-3420

for the following Project:

*(Name, location, and detailed description)*

Wellston Public Schools - 2024 Bond Projects  
PO Box 60  
700 Birch  
Wellston, OK 74881

The Architect:

*(Name, legal status, address, and other information)*

Renaissance Architecture  
11100 Stratford Dr.  
Suite A100  
Oklahoma City, OK 73120  
Telephone Number: 405-749-4642

**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.

The Owner and Construction Manager agree as follows.

Init.

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User Notes:

(3B9ADA41)

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- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**
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- 8 DISCOUNTS, REBATES, AND REFUNDS**
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- EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT**
- EXHIBIT B INSURANCE AND BONDS**

**ARTICLE 1 INITIAL INFORMATION**

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.  
*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

**§ 1.1.1** The Owner's program for the Project, as described in Section 4.1.1:  
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Construction Manager at Risk

**§ 1.1.2** The Project's physical characteristics:  
*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

2024 Bond Projects

**§ 1.1.3** The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:  
*(Provide total and, if known, a line item breakdown.)*

Init.

**§ 1.1.4 The Owner's anticipated design and construction milestone dates:**

.1 Design phase milestone dates, if any

To be determined

.2 Construction commencement date:

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

**§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:**

*(Identify any requirements for fast-track scheduling or phased construction.)*

N/A

**§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:**

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

N/A

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7 Other Project information:**

*(Identify special characteristics or needs of the Project not provided elsewhere.)*

**§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:**

*(List name, address, and other contact information.)*

Mike Franz  
PO Box 60  
700 Birch  
Wellston, OK 74881  
Telephone Number: 405-356-2534

**§ 1.1.9** The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:  
*(List name, address and other contact information.)*

Owner Selected Architect

**§ 1.1.10** The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

**.1** Geotechnical Engineer:

To Be Determined

**.2** Civil Engineer:

To Be Determined

**.3** Other, if any:

*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*

**§ 1.1.11** The Architect's representative:  
*(List name, address, and other contact information.)*

Bernie Colbert  
11100 Stratford Dr.  
Suite A100  
Oklahoma City, OK 73120  
Telephone Number: 405-749-4642

**§ 1.1.12** The Construction Manager identifies the following representative in accordance with Article 3:  
*(List name, address, and other contact information.)*

Van Storm  
105 Clyde Ave.  
Elk City, OK 73644  
Telephone Number: 580-225-3770  
Fax Number: 580-225-3420  
Mobile Number: 405-204-0202  
Email Address: vanstorm@me.com

**§ 1.1.13** The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

*(List any Owner-specific requirements to be included in the staffing plan.)*

**§ 1.1.14** The Owner's requirements for subcontractor procurement for the performance of the Work:  
*(List any Owner-specific requirements for subcontractor procurement.)*

**§ 1.1.15** Other Initial Information on which this Agreement is based:

**§ 1.2** The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## **ARTICLE 2 GENERAL PROVISIONS**

### **§ 2.1 The Contract Documents**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### **§ 2.2 Relationship of the Parties**

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### **§ 2.3 General Conditions**

**§ 2.3.1** For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

**§ 2.3.2** For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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### **ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

Joe D. Hall General Contractors, LLC will be providing necessary services as mentioned throughout Article 2 of this contract to qualify as a participating designer of the project in order to receive the potential 179D deduction/allocation. Joe D. Hall General Contractors, LLC will be consulting on all divisions of the technical specifications throughout the project development with considerations of product efficiency & availability, economy, subcontractor/supplier availability, and historical performance for both operation and maintenance of materials/equipment in our remote geographical subcontractor trade area.

#### **§ 3.1 Preconstruction Phase**

##### **§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

**§ 3.1.2** The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

##### **§ 3.1.3 Consultation**

**§ 3.1.3.1** The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

**§ 3.1.3.2** The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

**§ 3.1.3.3** The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

##### **§ 3.1.4 Project Schedule**

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

**§ 3.1.5 Phased Construction**

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

**§ 3.1.6 Cost Estimates**

**§ 3.1.6.1** Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

**§ 3.1.6.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

**§ 3.1.6.3** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

**§ 3.1.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

**§ 3.1.8** The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

**§ 3.1.9** The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

**§ 3.1.10** If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

**§ 3.1.11 Subcontractors and Suppliers**

**§ 3.1.11.1** If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

**§ 3.1.11.2** The Construction Manager shall develop bidders' interest in the Project.

**§ 3.1.11.3** The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

**§ 3.1.12 Procurement**

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure

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the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

### § 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

### § 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

Joe D. Hall General Contractors, LLC will be providing necessary services as mentioned throughout Article 2 of this contract to qualify as a participating designer of the project in order to receive the potential 179D deduction/allocation. Joe D. Hall General Contractors, LLC will be consulting on all divisions of the technical specifications throughout the project development with considerations of product efficiency & availability, economy, subcontractor/supplier availability, and historical performance for both operation and maintenance of materials/equipment in our remote geographical subcontractor trade area.

### § 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

**§ 3.2.6** If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

**§ 3.2.7** The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

**§ 3.2.8** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

**§ 3.2.9** The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### **§ 3.3 Construction Phase**

#### **§ 3.3.1 General**

**§ 3.3.1.1** For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

**§ 3.3.1.2** The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

#### **§ 3.3.2 Administration**

**§ 3.3.2.1** The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

**§ 3.3.2.2** Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

#### **§ 3.3.2.3 Monthly Report**

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

#### **§ 3.3.2.4 Daily Logs**

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

#### **§ 3.3.2.5 Cost Control**

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and

Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

#### **ARTICLE 4 OWNER'S RESPONSIBILITIES**

##### **§ 4.1 Information and Services Required of the Owner**

**§ 4.1.1** The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

**§ 4.1.2** Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

**§ 4.1.3** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 4.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 4.1.4.1** The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 4.1.4.2** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 4.1.4.3** The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 4.1.5** During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

**§ 4.1.6** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

**§ 4.2 Owner's Designated Representative**

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 4.2.1 Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 4.3 Architect**

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

**ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**

**§ 5.1 Compensation**

**§ 5.1.1** For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

Compensation shall be 3% of total bid amounts of all bid packages for the construction cost of the project determined at completion of the bidding process. This compensation will be applicable if Owner does not proceed with project.

Reimbursable cost items are listed below:

Advertisements for bids

Printing and distribution of plans and specifications for bids

**§ 5.1.2** The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

**Individual or Position**

**Rate**

**§ 5.1.2.1** Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

**§ 5.1.3** If the Preconstruction Phase services covered by this Agreement have not been completed within Three ( 3 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

**§ 5.2 Payments**

**§ 5.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

**§ 5.2.2** Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

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*(Insert rate of monthly or annual interest agreed upon.)*

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**ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

**§ 6.1 Contract Sum**

**§ 6.1.1** The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

**§ 6.1.2** The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

Compensation for the Construction Management Fee shall be 10% of the cost of construction as set forth in this contract. General Requirements are considered cost of construction. An additional 5% Contingency will be included in this contract. Contingency is subject to change based on owner, architect, and construction manager determination at award of project.

**§ 6.1.3** The method of adjustment of the Construction Manager's Fee for changes in the Work:

Compensation for ADD Change Orders shall be 10% C.M. Fee and 5% General Requirements based on the cost of the additional work and no deduct in C.M. Fee or General Requirements for DEDUCT Change Orders.

**§ 6.1.4** Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

**§ 6.1.5** Rental rates for Construction Manager-owned equipment shall not exceed One hundred percent ( 100.00 %) of the standard rental rate paid at the place of the Project.

**§ 6.1.6** Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

**§ 6.1.7** Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

**§ 6.2 Guaranteed Maximum Price**

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

**§ 6.3 Changes in the Work**

**§ 6.3.1** The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

**§ 6.3.1.1** The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

**§ 6.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.3** Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**§ 6.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

**§ 6.3.5** If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## **ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**

### **§ 7.1 Costs to Be Reimbursed**

**§ 7.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

**§ 7.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

**§ 7.1.3** Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### **§ 7.2 Labor Costs**

**§ 7.2.1** Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

**§ 7.2.2** Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

**§ 7.2.2.1** Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

Project Manager - \$125/hr  
 Project Superintendent - \$120/hr  
 Assistant Project Manager - \$100/hr  
 Clerical - \$60/hr  
 Carpentry Labor - \$55/hr  
 General Labor - \$45/hr

**§ 7.2.3** Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ 7.2.4** Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining

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agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

**§ 7.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

**§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

**§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 7.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ 7.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Costs of the Construction Manager's site office, including general office equipment and supplies.

**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

**§ 7.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

The basis of reimbursement for Builder's Risk shall be at a rate of .4% and reimbursement for General &

Professional Liability Insurance shall be at a rate of .6% of the cost of construction. Compensation for bonds shall be 2.5% of the construction cost of the project.

**§ 7.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

**§ 7.6.3** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

**§ 7.6.4** Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

**§ 7.6.5** Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

**§ 7.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

**§ 7.6.6** Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

**§ 7.6.7** Costs of document reproductions and delivery charges.

**§ 7.6.8** Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

**§ 7.6.9** Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

**§ 7.6.10** Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

**§ 7.6.11** That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

**§ 7.7 Other Costs and Emergencies**

**§ 7.7.1** Other costs incurred in the performance of the Work, with the Owner's prior approval.

**§ 7.7.2** Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

**§ 7.7.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

**§ 7.7.4** The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

**§ 7.8 Related Party Transactions**

**§ 7.8.1** For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

**§ 7.8.2** If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

**§ 7.9 Costs Not To Be Reimbursed**

**§ 7.9.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager’s principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

**ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

**§ 8.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

**§ 8.2** Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

**ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

**§ 9.1** Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or other appropriate agreements with the

Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

**§ 9.1.1** When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ 9.2** Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

#### **ARTICLE 10 ACCOUNTING RECORDS**

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

#### **ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

##### **§ 11.1 Progress Payments**

**§ 11.1.1** Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

**§ 11.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 11.1.3** Provided that an Application for Payment is received by the Architect not later than the Twentieth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the Twentieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-five ( 45 ) days after the Architect receives the Application for Payment.  
(Federal, state or local laws may require payment within a certain period of time.)

**§ 11.1.4** With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period

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covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

**§ 11.1.5** Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

**§ 11.1.5.1** The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

**§ 11.1.5.2** The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

**§ 11.1.5.3** When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

**§ 11.1.6** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**§ 11.1.7** In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 11.1.7.1** The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

**§ 11.1.7.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

**§ 11.1.8 Retainage**

**§ 11.1.8.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

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**§ 11.1.8.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

Project Contingency, General Requirements, Budget, CM Fee, General Trades, & Material Only Purchase Orders

**§ 11.1.8.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

**§ 11.1.8.3** Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

**§ 11.1.9** If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

**§ 11.1.10** Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

**§ 11.1.11** The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

**§ 11.1.12** In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

**§ 11.2 Final Payment**

**§ 11.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

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- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner’s receipt of the Construction Manager’s final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors’ findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect’s reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

**§ 11.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

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**ARTICLE 12 DISPUTE RESOLUTION**

**§ 12.1 Initial Decision Maker**

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be

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required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 12.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:  
*(Check the appropriate box.)*

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 13 TERMINATION OR SUSPENSION**

**§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment**

**§ 13.1.1** If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.3** Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

**§ 13.1.4** In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.5** If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

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- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

**§ 13.1.6** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.1.6.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## **§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment**

### **§ 13.2.1 Termination**

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

### **§ 13.2.2 Termination by the Owner for Cause**

**§ 13.2.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

**§ 13.2.2.2** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

### **§ 13.2.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

### **§ 13.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

## **ARTICLE 14 MISCELLANEOUS PROVISIONS**

**§ 14.1** Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### **§ 14.2 Successors and Assigns**

**§ 14.2.1** The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 14.2.2** The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

### **§ 14.3 Insurance and Bonds**

#### **§ 14.3.1 Preconstruction Phase**

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

**§ 14.3.1.1** Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) for each occurrence and 2,000,000.00 (\$ Two Million Dollars and Zero Cents ) in the aggregate for bodily injury and property damage.

**§ 14.3.1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 14.3.1.3** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 14.3.1.4** Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00 ) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00 ) policy limit.

**§ 14.3.1.5** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate.

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**§ 14.3.1.6 Other Insurance**

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

Coverage	Limits
----------	--------

**§ 14.3.1.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 14.3.1.8** The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

**§ 14.3.2 Construction Phase**

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in 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, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 14.3.2.1** The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

**§ 14.4** Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 14.5 Other provisions:**

Project Manager - \$125/hr  
 Project Superintendent - \$120/hr  
 Assistant Project Manager - \$100/hr  
 Clerical - \$60/hr  
 Carpentry Labor - \$55/hr  
 General Labor - \$45/hr

**Section 179D Allocation:** As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. This program allows government building owners to allocate potential Section 179D deductions for the installation of energy efficient building envelope, HVAC, hot water systems, or interior lighting systems. Taxpayers eligible to receive an allocation may include an architect, engineer, contractor, environmental consultant, or energy services provider. Wellston Public Schools hereby provides Joe D. Hall General Contractors, LLC, the Section 179D deduction for this project. The authorized owner representative is not responsible for certification of the energy efficient commercial building property. The taxpayer receiving the allocation is solely responsible for obtaining the required Wellston Public Schools will be provided with a summary analysis detailing the energy-saving improvements and the final 179D deduction amount.

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**ARTICLE 15 SCOPE OF THE AGREEMENT**

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 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
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction

| (Paragraphs Deleted)

- .6 Other Exhibits:  
(Check all boxes that apply.)

| [ ]

| (Paragraph Deleted)

[ ] Supplementary and other Conditions of the Contract:

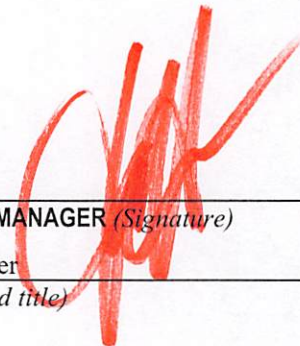
Document	Title	Date	Pages
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- .7 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

\_\_\_\_\_  
**OWNER (Signature)**  
 Mike Franz, Superintendent  
 (Printed name and title)

\_\_\_\_\_  
**CONSTRUCTION MANAGER (Signature)**  
 Joe D. Hall, Owner  
 (Printed name and title)



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# AIA<sup>®</sup> Document B133<sup>®</sup> – 2019

## **Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition**

**AGREEMENT** made as of the Nineteenth day of September in the year Two Thousand and Twenty-Three  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address, and other information)*

Wellston Public Schools  
PO Box 60  
700 Birch  
Wellston, OK 74881  
Phone: 405-356-2534

and the Architect:  
*(Name, legal status, address, and other information)*

Renaissance Architecture, LLC  
1437 S. Boulder Ave., Suite 550  
Tulsa, OK 74119  
Phone: 405-749-4642

for the following Project:  
*(Name, location, and detailed description)*

Wellston Public Schools 2024 Bond Project - A new elementary gym with a stage and classrooms. Total project cost will be approximately \$4-6 million. Exact scope of work to be determined by Owner at a later date.

The Construction Manager (if known):  
*(Name, legal status, address, and other information)*

TBD

The Owner and Architect agree as follows.

### **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.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; 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; and A134–2019™ 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 without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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**User Notes:**

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**TABLE OF ARTICLES**

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**ARTICLE 1 INITIAL INFORMATION**

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as “not applicable” or “unknown at time of execution.”)*

**§ 1.1.1** The Owner’s program for the Project:

*(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)*

To be determined.

**§ 1.1.2** The Project’s physical characteristics:

*(Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Wellston Public Schools 2024 Bond Project- A new elementary gym with a stage and classrooms. Total project cost will be approximately \$4-6 million. Exact scope of work to be determined by Owner at a later date.

*(Paragraph Deleted)*

**§ 1.1.3** The Owner’s budget for the Cost of the Work, as defined in Section 6.1:

*(Paragraph Deleted)*

*(Provide total and, if known, a line item breakdown.)*

4-6 million dollars.

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**§ 1.1.4** The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

The specific date is unknown at the time of preparation of this agreement.

.2 Construction commencement date:

The specific date is unknown at the time of preparation of this agreement.

.3 Substantial Completion date or dates:

The specific date is unknown at the time of preparation of this agreement.

*(Paragraph Deleted)*

**§ 1.1.5** The Owner intends to retain a Construction Manager pursuant to the following agreement:

*(Indicate agreement type.)*

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.

AIA Document A134–2019, 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 without a Guaranteed Maximum Price.

**§ 1.1.6** The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

*(List number and type of bid/procurement packages.)*

N/A

**§ 1.1.7** The Owner’s anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)*

N/A

**§ 1.1.7.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 5.4:

*(List name, address, and other contact information.)*

Mike Franz, Superintendent  
Wellston Public Schools  
PO Box 60  
700 Birch  
Wellston, OK 74881  
Phone: 405-356-2534

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**§ 1.1.9** The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

Construction Manager

**§ 1.1.10** The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

- .1** Construction Manager:  
*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)*

*(Paragraph Deleted)*

TBD

*(Paragraphs Deleted)*

**§ 1.1.11** The Architect identifies the following representative in accordance with Section 2.4:  
*(List name, address, and other contact information.)*

Steve Burgess, Sr. Project Architect  
Renaissance Architecture, LLC  
11100 Stratford Dr., Ste. A100  
Oklahoma City, OK 73120  
Phone: 405-749-4642

Mitch Garrett, Vice President & Principal  
SGA Design Group, P.C.  
1437 S. Boulder Ave., Suite 550  
Tulsa, OK 74119  
Phone: 918-587-8600

Chris Goble, President & CEO  
SGA Design Group, P.C.  
1437 S. Boulder Ave., Suite 550  
Tulsa, OK 74119  
Phone: 918-587-8600

**§ 1.1.12** The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.12.1** Consultants retained under Basic Services:

- .1** Structural Engineer:

TBD

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**.2 Mechanical Engineer:**

TBD

**.3 Electrical Engineer:**

TBD

**§ 1.1.12.2 Consultants retained under Supplemental Services:**

Civil Engineer: TBD

**§ 1.1.13 Other Initial Information on which the Agreement is based:**

N/A

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

**§ 1.3.1** Any use of, or reliance on, all or a portion Instruments of Service without agreement to protocols governing the use of, and reliance on, the information contained in the Instruments of Service, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the Instruments of Service, and each of their agents and employees.

**ARTICLE 2 ARCHITECT’S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

**§ 2.4** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) for each occurrence and One Million Dollars (\$ 1,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00 ) each accident, One Million Dollars (\$ 1,000,000.00 ) each employee, and One Million Dollars (\$ 1,000,000.00 ) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per claim and One Million Dollars (\$ 1,000,000.00 ) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of

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construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

**§ 3.1.5** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

**§ 3.1.6** The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.7** The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.1.8** Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

### **§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate**

**§ 3.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

**§ 3.2.2** Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

### **§ 3.3 Schematic Design Phase Services**

**§ 3.3.1** The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.3.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.3.3** The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

#### § 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

#### § 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.5.2** The Architect will coordinate with the Construction Manager to submit Construction Documents to governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.5.3** During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

**§ 3.5.4** Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

**§ 3.5.5** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

**§ 3.6.1.2** Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.1.3** The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

#### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract

Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Construction Manager**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction

Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Paragraph Deleted)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 N/A	
§ 4.1.1.2 Programming	Owner
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Architect
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Not Provided
§ 4.1.1.11 Architectural interior design	Not Provided
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Not Provided
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Owner
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Owner/Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided

Init.

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User Notes:

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**§ 4.1.2 Description of Supplemental Services****§ 4.1.2.1***(Paragraph Deleted)*

Not Used

**§ 4.1.2.2***(Paragraph Deleted)*

Not Used

**§ 4.1.3 Not Used****§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;

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- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

*(Paragraph Deleted)*

- .2 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .3 Two ( 2 ) inspections for any portion of the Work to determine final completion

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than sixty(60) days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within twenty-eight ( 28 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

**§ 5.3** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3.1** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

**§ 5.4** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.5** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.6** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.7** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.8** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

**§ 5.9** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.10** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.11** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.12** The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.13** The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.14** The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

**§ 5.15** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.16** Within fifteen (15) days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## **ARTICLE 6 COST OF THE WORK**

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and Architect's consultants and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

**§ 6.3** The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

**§ 6.3.1** .Not used.

**§ 6.4** If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.5** If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

**§ 6.6** If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for

the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

**§ 6.7** After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect shall indemnify and hold the Owner and the Owner’s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect’s obligation to indemnify and hold the Owner and the Owner’s officers and employees harmless does not include a duty to defend. The Architect’s duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

**§ 8.1.4** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

## **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty(60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

equal to ten percent (10%) of total Architect's compensation as defined by section 11.1.2.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least fourteen (14) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after seven (7) days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1  
*N/A*

.2 Percentage Basis  
*(Insert percentage value)*

Six percent ( 6 ) % of the Owner’s budget for the Cost of the Work, plus reimbursable expenses, as calculated in accordance with Section 11.6. Contingent upon bond passage and availability of funds. All fees will be invoiced upon completion of the services and availability of funds but no sooner than bond passage.

.3

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

See attached Exhibit "A", Hourly Rates

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10 %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding (refer to Section 11.5.1)	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

**§ 11.5.1** Although not a distinct phase of service defined within this Agreement, Architect has chosen to assign a specific percentage of total compensation to this service.

**§ 11.5.2** Due diligence to determine scope of services provided at no charge.

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Init.

See attached Exhibit "A", Hourly Rates

*(Table Deleted)*

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

See Exhibit "A".

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ten percent ( 10 %) of the expenses incurred.

§ 11.9  
*Not Used*

*(Paragraph Deleted)*

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of Zero ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

*(Paragraph Deleted)*

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty ( 30

) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

Ten percent (10) % per annum

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

The following services are specifically excluded from Basic Services under this Agreement:

- Civil engineering and additional services, such as, platting, zoning, special use permits, City Planning and utilities and approach approvals and extension of utility lines and other site and off-site improvements.
- Pre-engineered metal building design and engineering
- Filing and permit fees, platting and review fees
- Topographic or As-Built Surveys
- Geotechnical Report and Environmental Studies
- Fire Alarm System and Fire Sprinkler Design, engineering and permits
- Third Party Reviews and Inspections
- FEMA related issues
  
- Street/Campus Signage (services related to signage shall be provided by Owner and/or Owner's consultants).

Upon passage of bond, Schematic Design will be considered complete.

If Owner elects to send permit review to an out-of-state agency, Architect to be compensated for permit process on an hourly basis.

Construction Manager shall be responsible for all cost estimates.

"Force Majeure Event" means an event beyond the reasonable control of a Party that delays or prevents the Party from performing its obligations under this Agreement, provided that (a) the non-performing Party is without fault in causing or failing to prevent the event and (b) the event cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans, or other means. The affected Party will promptly notify the other Party of any Force Majeure Event and of its plans and efforts to implement a work-around, in which case the affected Party will be excused from further performance of the affected obligations as long as the Force Majeure Event continues. The affected Party will continue to use commercially reasonable efforts to perform to the extent possible. The affected Party will notify the other Party promptly when the Force Majeure Event has abated. If a Force Majeure Event prevents performance for more than ten (10) consecutive days, then the Owner may terminate the Agreement as of a date specified by the Owner in a written notice of termination to the Architect, in which case

the Owner will pay the Architect's charges for all services actually performed, but will not be liable for payment of any early termination charges or demobilization costs.

The Owner and Architect are aware that many factors outside the Architect's control may affect the Architect's ability to complete the services to be provided under this Agreement. The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God or of the public enemy; acts of the Government in either its sovereign or contractual capacity; pandemics, epidemics, quarantine restrictions, freight embargoes, fires, riots, protests, war or other emergencies; failure of any government agency to act in timely manner; failure of timely performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In any such event or circumstances, the Architect's schedule for performance of its services shall be equitably adjusted.

It is intended by the parties to this Agreement that the Owner's obligations and the Architect's services in connection with the Project shall not subject the Owner's or the Architect's individual shareholders, employees, officers or directors to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner and the Architect agree that as the sole and exclusive remedy against the other, any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement and not against any of the Owner's or the Architect's individual shareholders, employees, officers or directors except for acts of willful misconduct or as otherwise prohibited by law.

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2  
*Not Used*

.3  
*Not Used*

*(Paragraph Deleted)*

*(Paragraphs Deleted)*

.4 Other documents:

Init.  
/

*(List other documents, if any, forming part of the Agreement.)*

Exhibit "A" - Hourly Rates

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

-See attached signatures page-

**OWNER** *(Signature)*

Mike Franz, Superintendent  
*(Printed name and title)*

-See attached signatures page-

**ARCHITECT** *(Signature)*

Christopher Goble, President  
*(Printed name, title, and license number, if required)*



Init.

**User Notes:**

(3B9ADA4F)

# Signatures Page

DocuSigned by:

*Christopher B. Goble*

F79218C4866A4F3...

Init.

/

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**User Notes:**

(3B9ADA4F)

# **Additions and Deletions Report for AIA® Document B133® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:16:53 ET on 09/19/2023.

## **PAGE 1**

**AGREEMENT** made as of the Nineteenth day of September in the year Two Thousand and Twenty-Three

...

Wellston Public Schools  
PO Box 60  
700 Birch  
Wellston, OK 74881  
Phone: 405-356-2534

...

Renaissance Architecture, LLC  
1437 S. Boulder Ave., Suite 550  
Tulsa, OK 74119  
Phone: 405-749-4642

...

Wellston Public Schools 2024 Bond Project - A new elementary gym with a stage and classrooms. Total project cost will be approximately \$4-6 million. Exact scope of work to be determined by Owner at a later date.

TBD

## **PAGE 2**

To be determined.

...

Wellston Public Schools 2024 Bond Project- A new elementary gym with a stage and classrooms. Total project cost will be approximately \$4-6 million. Exact scope of work to be determined by Owner at a later date.

...

~~§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:~~

...

**§ 1.1.3** The Owner’s budget for the Cost of the Work, as defined in Section 6.1:

...

*(Provide total and, if known, a line item breakdown.)*

...

*(Provide total and, if known, a line item breakdown.)*

...

4-6 million dollars.

**PAGE 3**

The specific date is unknown at the time of preparation of this agreement.

...

The specific date is unknown at the time of preparation of this agreement.

...

The specific date is unknown at the time of preparation of this agreement.

...

~~4~~ Other milestone dates:

...

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.

...

N/A

...

N/A

...

Mike Franz, Superintendent  
Wellston Public Schools  
PO Box 60  
700 Birch  
Wellston, OK 74881  
Phone: 405-356-2534

**PAGE 4**

Construction Manager

...

~~.2~~ Land Surveyor:

...

TBD

...

~~.3~~ Geotechnical Engineer:

...

~~.4~~ Civil Engineer:

...

~~.5~~ Other consultants and contractors:

...

*(List any other consultants and contractors retained by the Owner.)*

...

Steve Burgess, Sr. Project Architect  
Renaissance Architecture, LLC  
11100 Stratford Dr., Ste. A100  
Oklahoma City, OK 73120  
Phone: 405-749-4642

Mitch Garrett, Vice President & Principal  
SGA Design Group, P.C.  
1437 S. Boulder Ave., Suite 550  
Tulsa, OK 74119  
Phone: 918-587-8600

Chris Goble, President & CEO  
SGA Design Group, P.C.  
1437 S. Boulder Ave., Suite 550  
Tulsa, OK 74119  
Phone: 918-587-8600

...

TBD

PAGE 5

TBD

...

TBD

...

Civil Engineer: TBD

...

N/A

...

~~§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

...

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model Instruments of Service without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, Instruments of Service, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, Instruments of Service, and each of their agents and employees.~~

PAGE 6

~~§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~

...

~~§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars ( \$ 1,000,000.00 ) for each occurrence and One Million Dollars ( \$ 1,000,000.00 ) in the aggregate for bodily injury and property damage.~~

...

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00 ) each accident, One Million Dollars (\$ 1,000,000.00 ) each employee, and One Million Dollars (\$ 1,000,000.00 ) policy limit.

...

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per claim and One Million Dollars (\$ 1,000,000.00 ) in the aggregate.

#### PAGE 9

§ 3.5.2 The Architect ~~shall incorporate the design requirements of~~ will coordinate with the Construction Manager to submit Construction Documents to governmental authorities having jurisdiction over the Project into the Construction Documents.

#### PAGE 12

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

...

§ 4.1.1.1 Assistance with Selection of Construction Manager	<u>N/A</u>
§ 4.1.1.2 Programming	<u>Owner</u>
§ 4.1.1.3 Multiple Preliminary Designs	<u>Not Provided</u>
§ 4.1.1.4 Measured drawings	<u>Not Provided</u>
§ 4.1.1.5 Existing facilities surveys	<u>Architect</u>
§ 4.1.1.6 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.7 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9 Civil engineering	<u>Architect</u>
§ 4.1.1.10 Landscape design	<u>Not Provided</u>
§ 4.1.1.11 Architectural interior design	<u>Not Provided</u>
§ 4.1.1.12 Value analysis	<u>Not Provided</u>
§ 4.1.1.13 Cost estimating	<u>Not Provided</u>
§ 4.1.1.14 On-site project representation	<u>Not Provided</u>
§ 4.1.1.15 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.16 As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.17 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.18 Post-occupancy evaluation	<u>Not Provided</u>

§ 4.1.1.19	Facility support services	<u>Not Provided</u>
§ 4.1.1.20	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21	Architect’s coordination of the Owner’s consultants	<u>Not Provided</u>
§ 4.1.1.22	Telecommunications/data design	<u>Owner</u>
§ 4.1.1.23	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24	Commissioning	<u>Not Provided</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26	Historic preservation	<u>Not Provided</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Owner/Architect</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.29	Other Supplemental Services	<u>Not Provided</u>

**PAGE 13**

§ 4.1.2.1A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

...

*(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)*

...

Not Used

...

§ 4.1.2.2A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

...

*(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

...

Not Used

...

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2:Not Used

**PAGE 14**

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

...  
~~.2~~ ( ) visits to the site by the Architect during construction

...  
~~.3~~ (~~.2~~ Two ( 2 )) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...  
~~.4~~ (~~.3~~ Two ( 2 )) inspections for any portion of the Work to determine final completion

...  
**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than ~~60~~sixty(60) days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

...  
**§ 4.2.5** If the services covered by this Agreement have not been completed within twenty-eight ( 28 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

**PAGE 16**

**§ 5.16** Within fifteen 15 (15) days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

...  
**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and Architect's consultants and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

...  
**§ 6.3.1** ~~If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.~~Not used.

**PAGE 18**

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of

a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of ~~60~~ sixty(60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

...

[ X ] Litigation in a court of competent jurisdiction

**PAGE 19**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

...

§ 9.3 If the Owner suspends the Project for more than ninety ~~90(90)~~ cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days’ written notice.

**PAGE 20**

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

...

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days’ written notice to the Architect for the Owner’s convenience and without cause.

...

N/A

...

equal to ten percent (10%) of total Architect's compensation as defined by section 11.1.2.

...

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen ~~14(14)~~ days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least fourteen ~~14(14)~~ days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**PAGE 21**

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after seven 7(7) days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

...

.1 ~~Stipulated Sum~~

...

~~(Insert amount) N/A~~

...

Six percent (6 ) % of the Owner's budget for the Cost of the ~~Work~~, Work, plus reimbursable expenses, as calculated in accordance with Section 11.6.11.6. Contingent upon bond passage and availability of funds. All fees will be invoiced upon completion of the services and availability of funds but no sooner than bond passage.

...

.3 ~~Other~~

...

~~(Describe the method of compensation)~~

**PAGE 22**

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 ~~and for any Sustainability Services required pursuant to Section 4.1.3,~~ the Owner shall compensate the Architect as follows:

...

See attached Exhibit "A", Hourly Rates

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10 %), or as follows:

...

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>	)	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	)	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	)	%)
<del>Construction Phase</del> <u>Bidding (refer to Section 11.5.1)</u>	<u>Five</u>	percent (	<u>5</u>	)	%)

Construction Phase Fifteen percent ( 15 %)

...  
§ 11.5.1 Although not a distinct phase of service defined within this Agreement, Architect has chosen to assign a specific percentage of total compensation to this service.

...  
§ 11.5.2 Due diligence to determine scope of services provided at no

...  
§ charge.

...  
**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

**PAGE 23**

See attached Exhibit "A", Hourly Rates

...

**Employee or Category**

**Rate (\$0.00)**

...

See Exhibit "A".

...

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ten percent ( 10 %) of the expenses incurred.

...

**§ 11.9 Architect’s Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

...

Not Used

...

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

...

§ 11.10.1.1 An initial payment of Zero ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ( \$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

**PAGE 24**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

Ten percent (10) % per annum

The following services are specifically excluded from Basic Services under this Agreement:

...

- Civil engineering and additional services, such as, platting, zoning, special use permits, City Planning and

...

utilities and approach approvals and extension of utility lines and other site and off-site improvements.

...

- Pre-engineered metal building design and engineering

...

- Filing and permit fees, platting and review fees

...

- Topographic or As-Built Surveys

...

- Geotechnical Report and Environmental Studies

...

- Fire Alarm System and Fire Sprinkler Design, engineering and permits

...

- Third Party Reviews and Inspections

...

- FEMA related issues

...

- Street/Campus Signage (services related to signage shall be provided by Owner and/or Owner's consultants).

Upon passage of bond, Schematic Design will be considered complete.

If Owner elects to send permit review to an out-of-state agency, Architect to be compensated for permit process on an hourly basis.

Construction Manager shall be responsible for all cost estimates.

...

“Force Majeure Event” means an event beyond the reasonable control of a Party that delays or prevents the Party from performing its obligations under this Agreement, provided that (a) the non-performing Party is without fault in causing or failing to prevent the event and (b) the event cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans, or other means. The affected Party will promptly notify the other Party of any Force Majeure Event and of its plans and efforts to implement a work-around, in which case the affected Party will be excused from further performance of the affected obligations as long as the Force Majeure

## **PAGE 25**

Event continues. The affected Party will continue to use commercially reasonable efforts to perform to the extent possible. The affected Party will notify the other Party promptly when the Force Majeure Event has abated. If a Force Majeure Event prevents performance for more than ten (10) consecutive days, then the Owner may terminate the Agreement as of a date specified by the Owner in a written notice of termination to the Architect, in which case the Owner will pay the Architect’s charges for all services actually performed, but will not be liable for payment of any early termination charges or demobilization costs.

The Owner and Architect are aware that many factors outside the Architect's control may affect the Architect's ability to complete the services to be provided under this Agreement. The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God or of the public enemy; acts of the Government in either its sovereign or contractual capacity; pandemics, epidemics, quarantine restrictions, freight embargoes, fires, riots, protests, war or other emergencies; failure of any government agency to act in timely manner; failure of timely

performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In any such event or circumstances, the Architect's schedule for performance of its services shall be equitably adjusted.

It is intended by the parties to this Agreement that the Owner's obligations and the Architect's services in connection with the Project shall not subject the Owner's or the Architect's individual shareholders, employees, officers or directors to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner and the Architect agree that as the sole and exclusive remedy against the other, any claim, demand our suit shall be directed and-or asserted only against the business entities that are the parties to this Agreement and not against any of the Owner's or the Architect's individual shareholders, employees, officers or directors except for acts of willful misconduct or as otherwise prohibited by law.

...

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

...

**.2** ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:~~

...

*(Insert the date of the E203–2013 incorporated into this agreement.)* Not Used

...

**.3** Exhibits:

...

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

...

Not Used

...

~~AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.~~

...

*(Insert the date of the E234–2019 incorporated into this agreement.)*

[ ] Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

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Exhibit "A" - Hourly Rates

...

Mike Franz, Superintendent

Christopher Goble, President

## **Certification of Document's Authenticity**

### **AIA® Document D401™ – 2003**

I, Christopher B. Goble, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:16:53 ET on 09/19/2023 under Order No. 2114395441 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ - 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

DocuSigned by:

*Christopher B. Goble*

F79218C4866A4F3...

(Signed)

\_\_\_\_\_  
President / CEO

(Title)

\_\_\_\_\_  
9/20/2023

(Dated)

## EXHIBIT "A"

### HOURLY RATES

<b><u>STAFF TYPE</u></b>	<b><u>RATE</u></b>
Principal	\$ 225.00/hour
Vice President	\$ 200.00/hour
Sr. Project Architect II	\$ 180.00/hour
Sr. Project Manager II	\$ 160.00/hour
Sr. Project Architect I	\$ 160.00/hour
Sr. Project Manager I	\$ 155.00/hour
Construction Administrator	\$ 140.00/hour
Project Architect	\$ 140.00/hour
Project Manager	\$ 130.00/hour
Intern Architect	\$ 120.00/hour
Specifications Writer	\$ 110.00/hour
Senior CADD Technician	\$ 100.00/hour
CADD Technician	\$ 90.00/hour
Administrative Staff	\$ 75.00/hour

### 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

All fees, including but not limited to expenses such as those listed below including reproductions, postage, and delivery, filing fees, permitting fees, travel, etc., shall be considered a reimbursable expense. For items not listed that are needed for the project, an appropriate fee will be assigned. Fees and reimbursable expenses may be updated quarterly, and new rates may apply.

Reproductions (Out of Office)

Postage and Deliveries

Reproductions (In Office)

Computer Plots - B & W	\$ 16.50/each
Computer Plots - Color 36"	\$ 55.00/each
Computer Plots - Color 24"	\$ 38.50/each
Computer Plots - Color 17"	\$ 22.00/each
Computer Plots - Color 11"	\$ 16.50/each

**Renaissance Architecture, LLC**

405.749.4642 • 11100 Stratford Drive, Suite A100 • Oklahoma City, OK 73120.7200

renaissancearchitecture.com

Copies and Prints

B & W- 8-1/2" x 11"	\$ .17/each
B & W - 11" x 17"	\$ .22/each
Color - 8-1/2" x 11"	\$ 1.10/each
Color – 11" x 17"	\$ 2.20/each

Binding \$ 5.50/each

Converting file formats, including PDF files

Any Size \$ 5.00/ per computer file / sheet

Scanning \$ 10.00/ sheet for 1 to 10 sheets

\$ 4.00/ sheet for 11 sheets and above

CD's \$ 10.00/ each

FTP Site Set-up & Usage \$ 500.00/per building / project

Travel Expenses

Hotel/Motel Actual Cost

Mileage Current IRS Rate