



**Lawton Public Schools Board of Education
Regular Meeting
June 23, 2022 5:15 PM
Shoemaker Center Auditorium
753 NW Fort Sill Blvd**

Lawton, Oklahoma 73507

AGENDA

The Board reserves the right to consider, take up and take action on any agenda item in any order, except as to items 1-3. The Board may discuss, make motions, and vote on all matters appearing on the agenda. Such vote may be to adopt, reject, table, reaffirm, rescind, or to take no action on any item. Any person with a disability who needs special accommodations to attend the Board of Education meeting should notify the Clerk of the Board at least 24 hours, to the extent possible, prior to the scheduled time of the Board meeting. The telephone number is 580-357-6900. At the time and place designated, the Board will consider and act upon the matters set out on the Agenda for this meeting as follows:

1. Call to Order
2. Pledge of Allegiance - Kevin Hime
3. Roll Call to Establish Quorum
4. Special Guests/Special Recognitions - Kevin Hime and Mary Bradley
5. Report of the Superintendent
 - 5.a. Superintendent's Announcement(s)
 - 5.b. Discussion and vote on proposed agreement between Lawton Public Schools and the City of Lawton on a property exchange.
6. Consent Agenda
(The following matters may be approved in their entirety by the Board upon motion made, seconded and passed by a majority vote of the Board members. However, upon request of any Board member, any one or more matters will be removed from the consent agenda and acted upon separately. Contracts are approved subject to review by the District's legal counsel. Any or all of the public record items included within the consent agenda, i.e. minutes to be submitted for approval; purchase orders to be submitted for acceptance; financial report; proposed transfer of funds between activity accounts; and fund-raising event listings, may be examined at the Office of the Clerk of the Board of Education at the Shoemaker Center, 753 Fort Sill Blvd., Lawton, OK. An appointment to review records is requested.)
 - 6.a. Report of the Purchasing Agent/Encumbrance Clerk - Sheila Relf
 - 6.a.1. Approve Purchase Orders for FY21-22
General Fund (11) #3199-3221
Building Fund (21) #29-38

Bond Fund (32) #59-60

6.a.2. Payroll Encumbrance Purchase Order Numbers FY22

PO# 50000 - 52727

PO# 527233 - 527344

6.b. Approve Purchase Orders for FY22-23

General Fund (11) - #001 - 109

Building Fund (21) - #001 - 021

Municipal Fund (26) - #001

Bond Fund (32) - #001-060

Bond Fund (33) - #001 - 019

Endowment Fund (50) - #001

6.c. Payroll Encumbrance Purchase Order Numbers FY23

PO# 50000 - 52193

6.d. Report of the Chief Financial Officer - Lance Gibbs

6.d.1. Treasurer's Report for the Month of May.

6.d.2. Monthly Authorization to Invest

6.e. Report of the Activity Fund Custodian - LaQuinta Chambers

6.e.1. Activity Fund Transfers, Expenditures, Establishments, and Amendments

6.f. Report of the Clerk - Carla Dewberry-Fulner

6.f.1. Contracts / Agreements

6.g. Approval of the Minutes of the May 23, 2022 Regular Board Meeting

6.h. Agreement with AFPlanServ as Lawton Public Schools third party payroll administrator for 2022-2023.

6.i. Item(s) Removed from the Consent Agenda for Separate Action

6.j. Approval of the Balance of the Consent Agenda

6.k. Approval of Item that was Previously Pulled for Separate Action

7. Proposed Executive Session to Discuss:

7.a. The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Personnel Reports, Exhibit A and Exhibit B. (Exhibit B includes new potential hires and presented to the board under separate cover).

[Authorized by 25 OKLA.STAT. Section 307 (B)(1) of the Oklahoma Open Meeting Act]

8. Vote to Convene into Executive Session

9. Acknowledge Board's Return to Open Session

10. Executive Session Minutes Compliance Announcement

11. Superintendent's Personnel Report / Items Discussed in Executive Session

- 11.a. Approval of Superintendent's Personnel Reports, Exhibit A (and Exhibit B that was presented under separate cover)
12. New Business - This refers to any matter not known about or which could not have been reasonably foreseen prior to the time of posting of the agenda. Okla. Stat. tit. 25 Sec. 311(A)(9)
13. The next regular board meeting date is Monday, July 11, 2022, at 5:15 p.m., in the Shoemaker Center Auditorium.
14. Setting New Board Meeting Dates
15. Board Announcements
16. Adjournment

Date of posting: June 22, 2022

Time of posting: 4:30 p.m.

Location of posting: Lawton Public Schools website...www.lawtonps.org

Kw - Hi

WARRANTY DEED
(CORPORATE FORM)

KNOW ALL MEN BY THESE PRESENTS:

THAT **The City of Lawton, Oklahoma, a Municipal Corporation, of 212 SW 9th Street, Lawton, Oklahoma, 73501**, Comanche County, State of Oklahoma, hereinafter referred to as "Grantor", in consideration of the sum of Ten and no/100 Dollars in hand paid, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto **The Board of Education of the Independent School District #8, Comanche County, of 753 NW Ft. Sill Blvd., Lawton, Oklahoma, 73507**, Comanche County, State of Oklahoma, hereinafter referred to as "Grantee", the following described real property and premises situate in Comanche County, State of Oklahoma to-wit:

Tract No. 1
(Allan-A-Dale Park)

Beginning at a point 2272.95 feet N89°57'W of the Northeast Quarter of the South Half (S1/2) of the Northeast Quarter (NE1/4), Section Twenty-one (21), Township Two North (T2N), Range Twelve West (R12W), I.M. Comanche County, Oklahoma; Thence N89°57'W a distance of 360 feet; Thence S00°13'W a distance of 225 feet; Thence N89°57'E a distance of 360 feet; Thence N00°13'E a distance of 225 feet to the point of beginning, containing 1.9 acres, more or less.

Tract No. 2
(Grandview Park)

The North Half (N1/2) of the South Half (S1/2) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Thirty-three (33), Township Two North (T2N), Range Twelve West (R12W), I.M. Comanche County, Oklahoma, containing 10 acres, more or less.

Tract No. 3
(Almor West Park)

Lot Twenty-two (22), Block Ten (10), Almor West Addition, Part 3, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, containing 4.8 acres, more or less.

Tract No. 4
(Portion of Woodland Hills Park)

Beginning at the Southeast Corner of Lot Twenty (20), Block Two (2), Woodland Hills Addition, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof; Thence S68°47'W, along the southern property line of Lot 20, a distance of 540 feet; Thence S26°34'E an approximate distance of 145 feet; Thence N68°47'W an approximate distance of 540 feet, to include the playground and playground equipment; Thence North back to the Southeast Corner of Lot 20, containing 1.6 acres, more or less.

together with all the improvements thereon and the appurtenances thereunto belonging and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said Grantee, heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this _____ day of _____, 2022.

THE CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

ATTEST:

By _____
STANLEY BOOKER, Mayor

TRACI HUSHBECK, City Clerk

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CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)

COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2022, personally appeared Stanley Booker, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing

instrument as its Mayor, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My commission expires:

APPROVED as to form and legality on behalf of the City of Lawton this _____ day of _____ 2022.

JOHN RATLIFF, City Attorney

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ACCEPTANCE

Accepted by the School Board for and on behalf of the Independent School District #8 of Comanche County, Oklahoma, this _____ day of _____ 2022.

**INDEPENDENT SCHOOL DISTRICT #8
OF COMANCHE COUNTY**

ATTEST:

Superintendent

Board President

APPROVED as to form and legality on behalf of the School Board of Independent School District No. 8, this _____ day of _____, 2022.

Attorney

WARRANTY DEED
(CORPORATE FORM)

KNOW ALL MEN BY THESE PRESENTS:

THAT **The Board of Education of the Independent School District #8, Comanche County, of 753 NW Ft. Sill Blvd., Lawton, Oklahoma, 73507**, Comanche County, State of Oklahoma, hereinafter referred to as "Grantor", in consideration of the sum of Ten and no/100 Dollars in hand paid, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto **The City of Lawton, Oklahoma, a Municipal Corporation, of 212 SW 9th Street, Lawton, Oklahoma, 73501**, Comanche County, State of Oklahoma, hereinafter referred to as "Grantee", the following described real property and premises situate in Comanche County, State of Oklahoma to-wit:

Tract No. 1
(Willow Creek Park)

Lot Fifteen (15), Block One (1), Wyatt Acres, Part Three (3), to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, containing 5.3 acres, more or less.

Tract No. 2
(Lee West Park)

Lot Forty-one (41), Block Nineteen (19), Lee West Estates, Part 3-A, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, containing 5 acres, more or less.

Tract No. 3
(Gray-Warr Park)

Lot Eight (8), Block Five (5), Keystone Addition, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, containing 4 acres, more or less.

Tract No. 4
(MacArthur Park)

Beginning at a point 900 feet West of the Northeast Corner of the Southwest Quarter (SW1/4) of Section Twenty-six (26), Township Two North (T2N), Range Eleven West (R11W); Thence West for a distance of

640 feet; Thence South for a distance of 340 feet; Thence East for a distance of 640 feet; Thence North for a distance of 340 feet to the Point of Beginning; containing 5 acres, more or less.

together with all the improvements thereon and the appurtenances thereunto belonging and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said Grantee, heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this _____ day of _____, 2022.

**INDEPENDENT SCHOOL DISTRICT #8
OF COMANCHE COUNTY**

ATTEST:

Superintendent

Board President

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CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2022, personally appeared _____, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My commission expires:

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ACCEPTANCE

Accepted by the Lawton City Council for and on behalf of the City of Lawton, Oklahoma, this ___ day of _____, 2022.

THE CITY OF LAWTON, OKLAHOMA
a municipal corporation

ATTEST:

STANLEY BOOKER, Mayor

TRACI HUSHBECK, City Clerk

APPROVED as to form and legality on behalf of the City of Lawton this _____ day of _____, 2022.

JOHN RATLIFF, City Attorney

LAWTON PUBLIC SCHOOLS

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 3199 - 3221, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	3199	05/19/2022	477	COMANCHE LUMBER COMPANY INC	LABOR TO REPLACE LHS LIBRARY FLOOR	20,000.00
11	3200	05/23/2022	928534	KLAJZER	ENGRAVING	75.00
11	3201	05/24/2022	2188	CED INC	ELECTRIC SUPPLIES	455.90
11	3202	05/25/2022	153395	DANIEL PATRICK BILLINGS	TRAVEL PER DIEM/NEW ORLEANS, LA/JUN 25-29, 2022	259.00
11	3203	05/25/2022	007653	DELIA A GILBERT	TRAVEL PER DIEM/NEW ORLEANS, LA/JUN 25-29, 2022	259.00
11	3204	05/25/2022	010229	PAMELA LEA THOMAS	TRAVEL PER DIEM/NEW ORLEANS, LA/JUN 25-29, 2022	259.00
11	3205	05/25/2022	151932	ELIJAH MORLETT	TRAVEL PER DIEM/NEW ORLEANS, LA/JUN 25-29, 2022	259.00
11	3206	05/25/2022	010009	KRISTINA L BURD	TRAVEL PER DIEM/NEW ORLEANS, LA/JUN 25-29, 2022	259.00
11	3207	05/25/2022	154603	JENNIFER R CRUZ	TRAVEL PER DIEM/NEW ORLEANS, LA/JUN 25-29, 2022	259.00
11	3208	05/25/2022	013230	JENNIFER SUE MASON	TRAVEL PER DIEM/NEW ORLEANS, LA/JUN 25-29, 2022	259.00
11	3209	05/25/2022	151706	KELSEY R ROBERTS	TRAVEL PER DIEM/NEW ORLEANS, LA/JUN 25-29, 2022	259.00
11	3210	05/25/2022	009128	VANESSA PEREZ	TRAVEL PER DIEM/NEW ORLEANS, LA/JUN 25-29, 2022	259.00
11	3211	05/25/2022	013230	JENNIFER SUE MASON	TRAVEL PER DIEM/OKC/JUN 7-9, 2022/CCOSA	160.00
11	3213	06/02/2022	055809	MORGAN DIANE THOMPSON	PER DIEM/ISTE CONF/NEW ORLEANS/JUN 25-29, 2022	259.00
11	3214	06/06/2022	154156	NASAUSSJA L WEBSTER	AIRFARE/MCE SUMMIT/WASH DC/JUL17-21, 2022	1,354.21
11	3215	06/06/2022	26843	SUPREME BRIGHT BRICKTOWN LLC	LODGING/L. SPARKS/L. OSTRUSKE/JUN 6-7, 2022	680.00
11	3216	06/07/2022	28066	P & K EQUIPMENT	PARTS & SUPPLIES/FY22 STAND	1,484.00
11	3217	06/13/2022	512	AAFEX FIRE SYSTEMS	LABOR & MATERIALS/FIRE ALARM/WHITTIER	800.00
11	3218	06/13/2022	902929	WEBERS DIESEL SERVICE LLC	DEF GAUGE SENSOR	1,155.00
11	3219	06/14/2022	928546	AQUA SOLUTIONS	LABOR & CHEMICALS/CHILLERS/FREEDOM & CMS	2,650.00
11	3220	06/14/2022	055605	MARISOL MURILLO	EST EXP/MISS CONF/EDMOND/JUN 21-22, 2022	251.36
11	3221	06/16/2022	006962	TAMMI M GREGORY	PAYMENT AND FEES	20,369.94
Non-Payroll Total:						\$52,025.41
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$52,025.41

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 29 - 38, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	29	05/23/2022	928028	S & S ELECTRO PAINTING INC	LABOR/MATLS FOR LOCKER REPAIRS/MHS/ DUE TO STORM	37,829.00
21	30	05/23/2022	28543	THOMPSON EDUC FURNISHINGS LLC	INSURANCE RECOVERY/ MHS/ CLASSROOM FURNITURE	236,042.00
21	31	06/03/2022	902896	CACHE ROAD GLASS CO INC	SECURITY/VESTIBULE/DOORS/PAT HENRY LABOR/MATL	6,855.00
21	32	06/03/2022	902896	CACHE ROAD GLASS CO INC	SECURITY/VESTIBULE/DOORS/SULL VILL/LABOR & MATLS	9,145.00
21	33	06/05/2022	902896	CACHE ROAD GLASS CO INC	SECURITY/VESTIBULE/DOORS AT WHITTIER	9,820.00
21	34	06/08/2022	902896	CACHE ROAD GLASS CO INC	2 SETS OF EXIT DEVICES/WOODLAND HILLS	2,710.00
21	35	06/08/2022	902896	CACHE ROAD GLASS CO INC	PRTS&LABOR/INSTALL PARTITION,DR SET,EXT DEVICES/HB	9,370.00
21	36	06/09/2022	902896	CACHE ROAD GLASS CO INC	PARTS&LABOR INSTALL PARTITION WALL&DOOR SET/CLEV	6,850.00
21	37	06/09/2022	477	COMANCHE LUMBER COMPANY INC	SUPPLIES/REPAIR CORRIDORS/CLEVELAND	17,255.18
21	38	06/09/2022	902896	CACHE ROAD GLASS CO INC	PARTS&LABOR/INSTALL SECURITY ENT. VESTIBLE/EHS	29,275.00
Non-Payroll Total:						\$365,151.18
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$365,151.18

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 59 - 60, Fund Codes: 32

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
32	59	05/23/2022	928028	S & S ELECTRO PAINTING INC	LABOR/MATLS FOR LOCKER REPAIRS/ MHS/ DUE TO STORM	46,156.80
32	60	06/06/2022	927257	COAST AUDIO VIDEO LLC	SOUND SYSTEM EQUIPMENT FOR DOUGLASS AUDITORIUM	78,774.64
Non-Payroll Total:						\$124,931.44
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$124,931.44

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	1	07/01/2022	27108	NRTH AMERICAN INSUR AGENCY OF LAWTON	PROPERTY INSURANCE	3,424,002.00
11	2	07/01/2022	379	PUBLIC SERVICE COMPANY OF OKLAHOMA	UTILITIES	1,500,000.00
11	3	07/01/2022	18700	CENTERPOINT ENERGY ARKLA	UTILITIES/GAS	550,000.00
11	4	07/01/2022	10529	CITY OF LAWTON	UTILITIES/WATER	260,000.00
11	5	07/01/2022	400	DPW/DFAS DISPERSING	UTILITIES/ELECTRIC WATER GAS	318,000.00
11	6	07/01/2022	19213	OKLAHOMA SCHOOLS INSURANCE GROUP	PROPERTY CASUALTY INSURANCE	172.62
11	7	07/01/2022	802734	LOWE'S HOME CENTERS INC	MATERIALS & SUPPLIES	10,000.00
11	8	07/01/2022	1148	GREAT PLAINS TECHNOLOGY CENTER	SCORE PROGRAM	440,000.00
11	9	07/01/2022	400	DPW/DFAS DISPERSING	FY STAND/UTILITIES	204,138.02
11	10	07/01/2022	423	CITY OF LAWTON	FY STAND/WATER	99,386.38
11	11	07/01/2022	18700	CENTERPOINT ENERGY ARKLA	FY STAND/GAS	260,133.22
11	12	07/01/2022	915807	ROSENSTEIN FIST & RINGOLD INC	FY STAND/LEGAL SERVICES	100,000.00
11	13	07/01/2022	926817	CE WADE JR PLLC	FY STAND/LEGAL SERVICES	139,000.00
11	14	07/01/2022	11653	OKLAHOMA STATE SCHOOL BOARD ASSOCIATION	OSSBA SERVICES	26,392.50
11	15	07/01/2022	11653	OKLAHOMA STATE SCHOOL BOARD ASSOCIATION	POLICY REVIEW	750.00
11	16	07/01/2022	1693	COMANCHE COUNTY ELECTION BD	ELECTION EXPENSES	15,000.00
11	17	07/01/2022	18720	OKLAHOMA HEALTH CARE AUTHORITY	MEDICAID	100,000.00
11	18	07/01/2022	13783	MILITARY IMPACTED SCHOOL ASSOC INC	DUES	6,000.00
11	19	07/01/2022	9932	OK ASSOCIATION SERVING IMPACTED SC	DUES	2,000.00
11	20	07/01/2022	4052	NAFIS	DUES	8,369.00
11	21	07/01/2022	9745	UNITED PARCEL SERVICE	SHIPPING/MAILING	3,000.00
11	22	07/01/2022	012086	SARA A BREEZE	TRAVEL PER DIEM	276.50
11	23	07/01/2022	000572	MIKEL ANN FORD	TRAVEL PER DIEM	276.50
11	24	07/01/2022	151686	JORDAN MAE ZEMLIN	TRAVEL PER DIEM	276.50
11	25	07/01/2022	28065	JPMORGAN CHASE BANK	FY STAND/NATIONAL/STATE TRAVEL/REGISTRATIONS	35,000.00
11	26	07/01/2022	28065	JPMORGAN CHASE BANK	FY STAND/NATIONAL/STATE TRAVEL/REGISTRATIONS	40,000.00
11	27	07/01/2022	926075	INFINITE CAMPUS INC	SIS SOFTWARE RENEWAL	192,858.86
11	28	07/01/2022	926075	INFINITE CAMPUS INC	CAMPUS PASSPORT TRAINING	3,850.00
11	29	07/01/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/G/T SUPPLIES	1,500.00
11	30	07/01/2022	802649	WALMART STORES EAST LP	FY STAND/G/T SUPPLIES	1,500.00
11	31	07/01/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/OFFICE SUPPLIES	1,000.00
11	32	07/01/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/OFFICE SUPPLIES	1,000.00
11	33	07/01/2022	919539	ALLIED LAB INC	FY STAND/DRUG TESTING	15,000.00
11	34	07/01/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/TECHNOLOGY SUPPLIES	65,000.00
11	35	07/01/2022	927257	COAST AUDIO VIDEO LLC	FY STAND/ REPAIR PARTS	5,000.00
11	36	07/01/2022	15536	SYNERGY DATACOM SUPPLY, INC.	FY STAND/REPAIR PARTS	5,000.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	37	07/01/2022	926821	DIGI SECURITY SYSTEMS LLC	FY STAND/REPAIRS	12,000.00
11	38	07/01/2022	802734	LOWE'S HOME CENTERS INC	FY STAND/AV SUPPLIES	4,000.00
11	39	07/01/2022	19005	AMAZON CAPITAL SERVICES INC	BOOKS FOR LORETTA STILTMAN (GATEWAY) TEACHER	164.58
11	40	07/01/2022	19005	AMAZON CAPITAL SERVICES INC	SUPPLIES (STUDENT BAGS/LVA STUDENTS)	735.91
11	41	07/01/2022	19459	REALITYWORKS	SUPPLIES FOR VET MED CLASS/ LRC	71,791.68
11	42	07/01/2022	19459	REALITYWORKS	SUPPLIES/ FACS CLASS (LRC)	39,218.94
11	43	07/01/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/SUPPLIES	10,000.00
11	44	07/01/2022	26550	BUY101.COM LP	FY STAND/PRINTING SUPPLIES	2,000.00
11	45	07/01/2022	924634	COLLECT ED LLC	FY STAND/E-RATE CONSULTING	7,500.00
11	46	07/01/2022	926707	AFFILIATED VAN LINES OF LAWTON OKLAHOMA	FY STAND/SHREDDING SERVICES	4,000.00
11	47	07/01/2022	28422	GRAPHIC SOLUTIONS GROUP INC	FY STAND/PRINT SHOP SUPPLIES	10,000.00
11	48	07/01/2022	27792	LAB RESOURCES INC	FY STAND/PRINT SHOP SUPPLIES	5,000.00
11	49	07/01/2022	802734	LOWE'S HOME CENTERS INC	FY STAND/SUPPLIES	1,000.00
11	50	07/01/2022	27085	MIDLAND PAPER COMPANY	FY STAND/PRINT SHOP SUPPLIES	30,000.00
11	51	07/01/2022	14859	O'REILLY AUTOMOTIVE, INC.	FY STAND/VEHICLE REPAIR PARTS	1,500.00
11	52	07/01/2022	3117	PITNEY BOWES	FY STAND/LEASE AGREEMENT	25,600.00
11	53	07/01/2022	9252	SAMS CLUB DIRECT	FY STAND/SUPPLIES	10,000.00
11	54	07/01/2022	907849	DAVID FARAM	FY STAND/MAILING SERVICES	9,000.00
11	55	07/01/2022	20706	T & W TIRE LLC	FY STAND/VEHICLE REPAIRS	3,000.00
11	56	07/01/2022	25687	FIBER PLATFORM LLC	FY STAND/ERATE	590,720.76
11	57	07/01/2022	4267	PERKINS OFFICE MACHINES INC	FY STAND/FIBER REPAIR	1,000.00
11	58	07/01/2022	9252	SAMS CLUB DIRECT	FY STAND/TECHNOLOGY SUPPLIES	3,000.00
11	59	07/01/2022	21707	BUFFALO BUSINESS PRODUCTS LLC	FY STAND/NAME PLATES	500.00
11	60	07/01/2022	12058	COOPERATIVE COUNCIL FOR OKLAHOMA SCHOOL	FY STAND/TRAINING & RE- TRAINING/TLE AND MCREL	7,550.00
11	61	07/01/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	FY STAND/OFFICE SUPPLIES	2,500.00
11	62	07/01/2022	27969	THE OKLAHOMA PUBLISHING COMPANY	FY STAND/NEWSPAPER ADS	525.00
11	63	07/01/2022	14310	SYMBOLIC	FY STAND/REPAIR PARTS/TECH ITEMS	70,000.00
11	64	07/01/2022	6556	EMPLOYEE EVALUATION SYSTEM INC	FY STAND/EVALUATIONS (TEACHER/LEADER)	31,600.00
11	65	07/01/2022	916892	COMANCHE COUNTY HEALTH DEPT	FY STAND/HEP B VACCINATIONS	300.00
11	66	07/01/2022	27953	SOUTHERN NEWSPAPERS INC	FY STAND/NEWSPAPER ADS	1,500.00
11	67	07/01/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/CUSTODIAL & OFFICE SUPPLIES	1,000.00
11	68	07/01/2022	154288	JASON M JAMES	FY STAND/TRAVEL/REIMB/CONF REGISTRATION	13,200.00
11	69	07/01/2022	802649	WALMART STORES EAST LP	FY STANDING TECHNOLOGY SUPPLIES	25,000.00
11	70	07/01/2022	28515	CARAHSOFT TECHNOLOGY CORP	VISUAL ANALYTICS OR DATA VISUALIZATION SOFTWARE	2,430.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	71	07/01/2022	27235	TESOL TRAINERS INC	FY STAND/CONSULTANT FEE/SIOP PROF DEV	36,150.00
11	72	07/01/2022	25733	GLOBAL COMPLIANCE NETWORK INC	UNLMTD PKG DIST PROFESSIONAL DEVELOPMENT	2,250.00
11	73	07/01/2022	21109	NET SOL PARENT LLC	DOMAIN NAMES	171.96
11	74	07/01/2022	152268	CAROL J MCPHAIL	FY STAND/LOCAL TRAVEL	650.00
11	75	07/01/2022	26822	EDUSKILLS LLC	EL TECH SUPPORT	30,360.00
11	76	07/01/2022	27664	BLACK RIVER COMPUTER LLC	HARDWARE MAINTENANCE FOR LINE FEED PRINTER	864.00
11	77	07/01/2022	19987	DIGICERT INC	FY23 DIGICERT 1 YEAR WILDCARD	449.00
11	78	07/01/2022	927865	OKLAHOMA COPIER SOLUTIONS	FY23 STAND/SUPPLIES/MAINTENANCE /KIP	20,000.00
11	79	07/01/2022	927865	OKLAHOMA COPIER SOLUTIONS	FY STAND/MAINTENANCE AGREEMENT	60,000.00
11	80	07/01/2022	927865	OKLAHOMA COPIER SOLUTIONS	FY STAND/REPLACEMENT CYCLE	96,000.00
11	81	07/01/2022	927865	OKLAHOMA COPIER SOLUTIONS	FY STAND/PRINT SHOP-COST PER COPY CHARGE	60,000.00
11	82	07/01/2022	12894	CDW GOVERNMENT, INC.	FY23 CROWDSTRIKE	82,213.80
11	83	07/01/2022	27439	AMPLIFIED IT LLC	ADMIN TOOLS UNLIMITED DOMAIN 1YEAR LICENSE	7,300.00
11	84	07/01/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/INSTRUCTIONAL SUPPLIES	8,000.00
11	85	07/01/2022	9252	SAMS CLUB DIRECT	MEMBERSHIP	3,000.00
11	86	07/01/2022	926944	MARY E JOHNSON & ASSOCIATES PLLC	FY STAND/AUDIT SERVICES	44,000.00
11	87	07/01/2022	15013	USSA	REGISTRATION	400.00
11	88	07/01/2022	27003	NATIONAL SCHOOL BOARDS ASSOCIATION	FY STAND/REGISTRATIONS	7,000.00
11	89	07/01/2022	620	OKLAHOMA ASBO	REGISTRATIONS	4,000.00
11	90	07/01/2022	28248	SECRETARY OF STATE OKLA STATE AGCY	FY STAND/NOTARY APPLICATION (S)/RENEWALS/	200.00
11	91	07/01/2022	008376	JAMES L GIBBS	FY STAND/REIMBURSEMENTS	10,000.00
11	92	07/01/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	FY STAND/OFFICE & PAPER	2,500.00
11	93	07/01/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/OFFICE SUPPLIES	2,500.00
11	94	07/01/2022	27818	MUNICIPAL ACCOUNTING SYSTEMS INC	FEDERAL TAX FORMS	4,000.00
11	95	07/01/2022	928347	ESS SOUTH CENTRAL LLC	FY STAND/DISTRICT WIDE SUBSTITUTE SERVICES	1,000,000.00
11	96	07/01/2022	28477	YELLOW FOLDER LLC	FY STAND/SCANNING SERVICES/ONLINE STORAGE	140,934.00
11	97	07/01/2022	912082	PRECISION TESTING	FY STAND/ASBESTOS SURVEILLANCE	11,000.00
11	99	07/01/2022	923595	FIRE EXTINGUISHER SALES & SERVICE CO INC	HOOD VENT CLEANING	5,994.00
11	100	07/01/2022	923595	FIRE EXTINGUISHER SALES & SERVICE CO INC	RECHARGE FIRE EXTINGUISHERS	17,500.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	102	07/01/2022	923595	FIRE EXTINGUISHER SALES & SERVICE CO INC	FIRE SUPPRESSION	8,300.00
11	103	07/01/2022	512	AAFEX FIRE SYSTEMS	FIRE ALARM	48,480.00
11	104	07/01/2022	927863	NORTHPOINT INDEPENDENT ADJUSTERS LLC	INDEPENDENT ADJUSTER SERVICES	100,000.00
11	105	07/01/2022	11653	OKLAHOMA STATE SCHOOL BOARD ASSOCIATION	FACILITIES PLANNING SERVICES/FY22 STAND	171,815.00
11	106	07/01/2022	27999	SUBURBAN CHEVROLET INC	CHEVROLET TRAVERSE QTY-4	91,500.00
11	107	07/01/2022	1454	OKLA EMPLOYMENT SECURITY COMM	UNEMPLOYMENT	150,000.00
11	108	07/01/2022	19476	CAREY JOHNSON OIL CO	FY STAND/FUEL	675,000.00
11	109	07/01/2022	417	GLENN OIL COMPANY	FY STAND/FUEL	225,000.00
Non-Payroll Total:						\$11,958,750.73
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$11,958,750.73

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	1	07/01/2022	923639	CDBL INC	FY22 GEN CONDITIONS & GEN TRADES	30,000.00
21	2	07/01/2022	927904	JOE D HALL GENERAL CONTRACTORS LLC	DOUGLASS LEARNING CENTER/CONSTRUCTION MANAGER	2,815,807.90
21	3	07/01/2022	928454	BWA ARCHITECTS PLLC	ARCHITECT FEES/INDOOR ATHLETIC FACILITIES	303,000.00
21	4	07/01/2022	813	CLAYCO INDUSTRIES INC	LABOR AND MATERIALS FOR NEW ROOF/SULL VILL	392,877.00
21	5	07/01/2022	928473	RYAN HERRING CONSTRUCTION INC	INS RCVY/MHS/LABOR & MATLS TO REPAIR & RENOVATE	856,503.00
21	6	07/01/2022	928489	DUSTIN ANDERSON	ENGINEERING SERVICES/HVAC NARRATIVE/ALL LOCATIONS	21,000.00
21	7	07/01/2022	813	CLAYCO INDUSTRIES INC	LABOR/MATLS FOR CENTRAL MIDDLE SCHOOL ROOF	2,372,171.00
21	8	07/01/2022	25894	STATE OF OKLAHOMA	ADMINISTRATIVE FEES FOR NEW ROOF AT CENTRAL MIDDLE	83,025.99
21	9	07/01/2022	928028	S & S ELECTRO PAINTING INC	LABOR/MATLS FOR LOCKER REPAIRS/MHS/ DUE TO STORM	37,829.00
21	10	07/01/2022	28543	THOMPSON EDUC FURNISHINGS LLC	INSURANCE RECOVERY/ MHS/ CLASSROOM FURNITURE	236,042.00
21	11	07/01/2022	902896	CACHE ROAD GLASS CO INC	SECURITY/VESTIBULE/DOORS/PAT HENRY LABOR/MATL	6,855.00
21	12	07/01/2022	902896	CACHE ROAD GLASS CO INC	SECURITY/VESTIBULE/DOORS/SULL VILL/LABOR & MATLS	9,145.00
21	13	07/01/2022	902896	CACHE ROAD GLASS CO INC	SECURITY/VESTIBULE/DOORS AT WHITTIER	9,820.00
21	14	07/01/2022	902896	CACHE ROAD GLASS CO INC	2 SETS OF EXIT DEVICES/WOODLAND HILLS	2,710.00
21	15	07/01/2022	902896	CACHE ROAD GLASS CO INC	PRTS&LABOR/INSTALL PARTITION,DR SET,EXT DEVICES/HB	9,370.00
21	16	07/01/2022	902896	CACHE ROAD GLASS CO INC	PARTS&LABOR INSTALL PARTITION WALL&DOOR SET/CLEV	6,850.00
21	17	07/01/2022	902896	CACHE ROAD GLASS CO INC	PARTS&LABOR/INSTALL SECURITY ENT. VESTIBLE/EHS	29,275.00
21	20	07/01/2022	902896	CACHE ROAD GLASS CO INC	PARTITION&DOOR SET/SECURITY/RIDGECREST	9,610.00
21	21	07/01/2022	902896	CACHE ROAD GLASS CO INC	PARTITION & CVR DOOR SETS SECURITY/MMS	16,800.00
Non-Payroll Total:						\$7,248,690.89
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$7,248,690.89

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, Fund Codes: 26

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
26	1	07/01/2022	927119	CAVINS CONSTRUCTION GROUP LLC	FY21 LHS GYM/AUD RENO	64,281.88

Non-Payroll Total: **\$64,281.88****Payroll Total:** **\$0.00****Balance Forward:** **\$0.00**

Report Total: **\$64,281.88**

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, Fund Codes: 32

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
32	1	07/01/2022	926821	DIGI SECURITY SYSTEMS LLC	PAT HENRY ELEMENTARY ADDITIONAL SURVEILLANCE	12,308.28
32	2	07/01/2022	926821	DIGI SECURITY SYSTEMS LLC	MAINTENANCE ADDITIONAL SURVEILLANCE	63,300.07
32	3	07/01/2022	926821	DIGI SECURITY SYSTEMS LLC	WHITTIER ELEM ADDITIONAL SURVEILLANCE	9,964.98
32	4	07/01/2022	926821	DIGI SECURITY SYSTEMS LLC	SULLIVAN VILLAGE/BULLET CAMERA ADDITION	2,897.56
32	5	07/01/2022	926821	DIGI SECURITY SYSTEMS LLC	SHOEMAKER/MULTI SENSOR CAMERA INSTALLATION	3,999.41
32	6	07/01/2022	926821	DIGI SECURITY SYSTEMS LLC	EMS/2ND FLOOR TEACHER WORKROOM DOOR	4,991.64
32	7	07/01/2022	27720	ROBERT L HINER	BATTERY POWERED PROPELLED BURNISHER/CUSTODIAL/380	52,150.00
32	8	07/01/2022	902896	CACHE ROAD GLASS CO INC	FY STAND/LABOR TO BUILD PARTITIONS/SHOEMAKER	37,000.00
32	9	07/01/2022	928473	RYAN HERRING CONSTRUCTION INC	INS RCVY/MHS/LABOR & MATLS TO REPAIR & RENOVATE	644,752.00
32	10	07/01/2022	927904	JOE D HALL GENERAL CONTRACTORS LLC	DOUGLASS LEARNING CENTER RENO	200,000.00
Non-Payroll Total:						\$1,031,363.94
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$1,031,363.94

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, Fund Codes: 33

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
33	1	07/01/2022	10980	NATIONAL BUSINESS FURNITURE	FY STAND/OFFICE FURNITURE	27,000.00
33	2	07/01/2022	27972	LAKESHORE EQUIPMENT COMPANY	TABLES FOR PRE-K & KINDERGARTEN	4,332.05
33	3	07/01/2022	9252	SAMS CLUB DIRECT	OFFICE CHAIRS/TEACHER CHAIRS	1,579.62
33	4	07/01/2022	19005	AMAZON CAPITAL SERVICES INC	TEACHER DESKS/CHAIRS/LAPBOARDS	3,814.85
33	5	07/01/2022	28110	USCUTTER INC	HEAT PRESS/LIBRARY MAKERSPACE	719.98
33	6	07/01/2022	19005	AMAZON CAPITAL SERVICES INC	LIBRARY MAKERSPACE SUPPLIES	200.00
33	7	07/01/2022	20191	PIONEER VALLEY EDUCATIONAL PRESS	RTI SETS	751.00
33	8	07/01/2022	19005	AMAZON CAPITAL SERVICES INC	HALLWAY SIGNS DOUBLE SIDED, CEILING MOUNTS	2,679.60
33	9	07/01/2022	15623	ACCUCUT LLC	DIE CUTS AND ACCU-CUT REPLACEMENT MACHINE	2,073.88
33	10	07/01/2022	27164	MARENEM INC	FUN & FUNKY CLASSROOM KITS/BRAIN BASED RED PHONIC	1,700.05
33	11	07/01/2022	19005	AMAZON CAPITAL SERVICES INC	PE EQUIPMENT	533.96
33	12	07/01/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/LIBRARY MAKER SPACE SUPPLIES	500.00
33	13	07/01/2022	19455	ANTHEM SPORTS, LLC	FULL HOOD PERMANENT BACKSTOP	6,692.73
33	14	07/01/2022	28329	TODAYS CLASSROOM LLC	STUDENT STACKABLE CHAIRS	10,780.85
33	15	07/01/2022	10980	NATIONAL BUSINESS FURNITURE	DESKS FOR PRINCIPALS AND SECRETARIES	11,193.00
33	16	07/01/2022	927232	STANDARD & POORS FINANCIAL SERVICES LLC	ANALYTICAL SERVICES	20,000.00
33	17	07/01/2022	926914	BOSC INC	PROFESSIONAL SERVICES	78,500.00
33	18	07/01/2022	924223	THE PUBLIC FINANCE LAW GROUP	PROFESSIONAL SERVICES	78,500.00
33	19	07/01/2022	25720	OKLAHOMA ATTORNEY GENERAL	EXAM FEES	6,000.00
Non-Payroll Total:						\$257,551.57
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$257,551.57

**LAWTON PUBLIC SCHOOLS
SUMMARY OF FINANCIAL ACTIVITIES
FY22 MAY**

FUND	Beginning Period Balance	Prior Year Outstanding	Prior Year OS Checks Cleared	Period Revenue	Paid FY22 (include wires&WC)	Prior Month Outstanding Checks	Outstanding FY22	CASH BALANCE
GENERAL FUND (11)	\$ 25,507,526.80	\$ 9,062.20	\$ -	\$ 19,457,568.92	\$ 2,842,813.06	\$ 2,729,329.42	\$ 2,335,300.20	\$ 41,737,315.64
BUILDING LEVY FUND (21)	\$ 19,890,982.32	\$ -	\$ -	\$ 121,078.91	\$ 1,564,991.40	\$ 10,000.00	\$ 1,564,991.40	\$ 20,002,061.23
MUNICIPAL TAX (26)	\$ 293,167.02	\$ -	\$ -	\$ -	\$ 17,235.28	\$ -	\$ -	\$ 275,931.74
BOND (32)	\$ 5,313,599.63	\$ -	\$ -	\$ -	\$ 584,113.90	\$ 760.00	\$ 64,436.00	\$ 4,793,161.73
BOND 2017 (33)	\$ 13,518,943.74	\$ -	\$ -	\$ 43.24	\$ 7,767,199.07	\$ 28,466.02	\$ 13,874.13	\$ 5,737,196.02
LEASE PURCH (34)	\$ 994.54	\$ -	\$ -	\$ 5,706,820.98	\$ -	\$ -	\$ -	\$ 5,707,815.52
SINKING (41)	\$ 8,849,698.69	\$ -	\$ -	\$ 450,871.21	\$ -	\$ -	\$ -	\$ 9,300,569.90
ENDOW (50)	\$ 185,103.75	\$ -	\$ -	\$ 486.33	\$ -	\$ -	\$ -	\$ 185,590.08
ACTIVITY (60)	\$ 3,106,807.55	\$ 7,606.35	\$ -	\$ 157,392.72	\$ 258,337.24	\$ -	\$ -	\$ 3,013,469.38
GIFTS (81)	\$ 12,500.00	\$ -	\$ -	\$ 6,000.00	\$ 500.00	\$ -	\$ -	\$ 18,000.00
WC (83)	\$ 10,009.41	\$ -	\$ -	\$ -	\$ 579.94	\$ -	\$ -	\$ 9,429.47
	\$ 76,689,333.45	\$ 16,668.55	\$ -	\$ 25,900,262.31	\$ 13,035,769.89	\$ 2,768,555.44	\$ 3,978,601.73	\$ 90,780,540.71



LANCE GIBBS

CFO / Treasurer

580-215-0255 Ext 2047 PHONE

580-585-6405 FAX

lance.gibbs@lawtonps.org

DESIGNATION OF
LAWTON PUBLIC SCHOOLS
INVESTMENT ACCOUNT

The school district treasurer is authorized to establish an investment account for the period of:

June 30, 2022 to December 31, 2022

The treasurer shall first determine which monies, during this period that cannot be used for the purpose for which they are to be expended and then place these monies in this investment account.

The school district treasurer is authorized by the Board of Education to buy and sell from the investment account in accordance with School Laws of Oklahoma, Section 664 at the highest possible rate of interest.

As of the opening date of this period,

The district's operating account balance is/was: **\$ 79,016,039.25**

And the balance in the investment accounts are/were: **\$ 142,520.29**

Approved at regular meeting of the Board of Education of the Lawton Independent School District No. I-8 at Lawton, Oklahoma on

Treasurer


INVESTMENT RATES:

Operating Accounts	Rate	Balance
Checking Account	0.01%	<u>\$.00</u>
Money Market	0.01%	<u>\$.00</u>
ICS	0.12%	<u>\$ 79,016,039.25</u>
 OLAP – Pooled Investments	 0.04%	 <u>\$.00</u>
 STIFEL-	 Variable	 <u>\$ 142,520.29</u>
BOK – Lease Purchase	0.01%	<u>\$ 2,946,032.39</u>

**Lawton Public Schools
Business Operations
Report of Activity Fund Custodian
June 23, 2022**

**REQUEST APPROVAL OF
SCHOOL ACTIVITY FUND SUBACCOUNTS, ALL FUND RAISING ACTIVITIES AND
APPROVED EXPENDITURES FOR WHICH THE MONIES COLLECTED CAN BE EXPENDED**

(document can be found on Google Drive)



(Activity Fund Summary Report as of June 30 will be included in the July board meeting.)

**Lawton Public Schools
Business Operations
Report of Activity Fund Custodian
June 23, 2022**

REQUEST APPROVAL TO MAKE THE FOLLOWING ACTIVITY FUND TRANSFERS:

	<u>Acct. Credited</u>	<u>Acct. Debited</u>	<u>Purpose</u>	<u>Amount</u>
1	LRC Robotics	Almor West Stuco	T-shirts	\$132.00
2	MMS Ochestra	MHS Orchestra	Fundraiser	\$564.00
3	MHS ROTC	District Athletics	Parking Lot & Stadium clean-up	\$1,475.00
4	WASHINGTON General	ADAMS General	School Closing (VIRTUAL)	\$1,910.92
5	WASHINGTON Library	ADAMS Library	School Closing (VIRTUAL)	\$1,981.32
6	WASHINGTON Mil Child Club	ADAMS Military Child Club	School Closing (VIRTUAL)	\$12.05
7	WASHINGTON Picture	ADAMS Picture	School Closing (VIRTUAL)	\$1,742.37
8	WASHINGTON Student Store	ADAMS Student Store	School Closing (VIRTUAL)	\$1,858.10
9	WASHINGTON Vocal Music	ADAMS Vocal Music	School Closing (VIRTUAL)	\$215.88
10	WASHINGTON Commissior	ADAMS Commission	School Closing (VIRTUAL)	\$5.64
11	WASHINGTON Designated Cont	ADAMS Designated Contributions	School Closing (VIRTUAL)	\$269.69

**Lawton Public Schools
Business Operations
Report of Activity Fund Custodian
June 23, 2022**

REQUEST APPROVAL TO MAKE THE FOLLOWING ACTIVITY FUND EXPENDITURES:

- | | |
|--|---|
| 1 Lawton Board of Education
FY22 to General Fund
\$0.00 - BOE Reimbursement | 6 Lawton Board of Education
X-Tended Time Tuition - Portion to board
\$ VIRTUAL - Adams X-Tended Time Board
\$ 17,933.85 - Almor West X-Tended Time Board
\$ 1,238.82 - Almor West X-Tended Time Carryover Limit
\$ 20,871.65 - Carriage Hills X-Tended Time Board
\$ 693.26 - Carriage Hills X-Tended Time Carryover Limit
\$ 23,503.39 - Crosby Park X-Tended Time Board
\$ 3,353.09 - Crosby Park X-Tended Time Carryover Limit
\$ 11,474.75 - Edison X-Tended Time Board
\$ 16,207.95 - Eisenhower Elem X-Tended Time Board
\$ 38,194.97 - Freedom Elem X-Tended Time Board
\$ 19,016.20 - Hugh Bish X-Tended Time Board
\$ 3,118.58 - Hugh Bish X-Tended Time Carryover Limit
\$24,232.44 - Pioneer Park X-Tended Time Board
\$ 2,529.52 - Pioneer Park X-Tended Time Carryover Limit
\$16,381.36 - Sullivan Village X-Tended Time Board
\$ 2,895.65 - Sull Village X-Tended Time Carryover Limit
\$26,498.50 - Whittier X-Tended Time Board
\$ 1,529.74 - Whittier X-Tended Time Carryover Limit
\$39,327.29 - Woodland Hills X-Tended Time Board
\$ 5,496.85 - Woodland Hills X-Tended Time Carryover Limit |
| 2 Lawton Board of Education
FY22 Textbooks (lost)
\$ 75.00 - Textbooks | |
| 3 Lawton Board of Education
FY22 AP Exam Fees
\$5,000.00 - AP Exam | |
| 4 Lawton Board of Education
FY22 Credit Recovery Fees
\$0.00 - District Testing | |
| 5 Lawton Board of Education
FY22 Balance Account
\$ 4,079.90 - Child Nutrition Miscellaneous | |

IF ANY TRANSACTIONS OCCUR BEFORE JUNE 30, 2022, THE AMOUNTS WILL BE ADJUSTED.

FY 2022-2023

AGREEMENTS / ONGOING CONTRACTS

This section contains agreements/contracts that have been previously board approved as well as need reaffirmation annually. ALL are ongoing in nature and represent obligations/ responsibilities of the Lawton Public Schools District.

Throughout the fiscal year, as new contracts or amendments are received, individual board action will be taken.

Original copies of these agreements/contracts will be kept in the Finance/Business office with the Clerk of the Board and uploaded onto the LPS District Files shared drive.

CONSTRUCTION-RELATED PROJECTS

Clayco Industries Inc., DBA Ford Roofing

CMS (Central Middle School) Roof Repair

Sullivan Village Elementary Roof Repair

Boynton Williams and Associates

Douglass Learning Center Renovation

BWA (formerly known as Boynton Williams)

Douglass Learning Center Renovation

CWA

Douglass Learning Center Renovation

Joe D. Hall General Contractors LLC

Douglass Learning Center Renovation

Cavins Construction Group

LHS Gym/Auditorium HVAC Renovation

MHS Gym HVAC Renovation

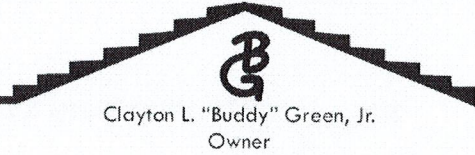
Ryan Herring Construction Inc.

MHS Water Damage Repairs - NEW PO# - 2023-21-5

MHS Non-Water Damage Repairs - NEW PO# - 2023-32-1

Clayco Industries Inc., DBA Ford Roofing & Sheet Metal Co.

15 W. Bishop Rd.
P.O. Box 941
Lawton, Oklahoma 73502
580-355-5447 phone
580-248-6081 fax



April 15, 2022

Lawton Public Schools
753 NW Fort Sill Blvd.
Lawton, OK 73501
Mr. Jack Hanna

BOARD APPROVED

MAY 23 2022

LAWTON PUBLIC SCHOOLS

Central Middle School
1201 NW Ft. Sill Blvd.
Proposal for New Standing Seam Metal Roof System

Scope of work

We agree to supply the necessary labor, materials, tools, equipment, and incidentals to complete the following;

1. Remove existing 24ga. standing seam metal roof system and all roofing associated sheet metal flashing and trim. On Roof Area A remove (2) layers of existing standing seam and light gauge metal framing.
2. Fabricate and install new Berridge 24ga Zee Lock, mechanically seamed standing seam metal roof system as per Berridge Manufacturing written specifications for open framing.
3. Provide installation of under decking with ice and water shield at roof curb locations as required by warranty. Install concealed 22ga. fastening cleat along ridge, eave, and valleys. No exposed fasteners.
4. Fabricate and install new 24ga metal gutters and downspouts to match existing.
5. An allowance of 5,100SF for replacement of 6" vinyl roof insulation has been included. If additional amounts of deteriorated insulation are discovered it may be replaced at \$1.97/SF.
6. Provide professionally sealed plans and specifications from an Oklahoma licensed architect.
7. Provide 20yr Berridge Manufacturing Watertight Guarantee. Provide 5yr Contractor's Guarantee.
8. All work is to be performed through the statewide Roof Asset Management Program
9. Exclusions: EIFS repairs; Storm drain repairs; Snow guards

Total Proposed Price

\$2,372,171.00

We propose and agree to furnish all the necessary labor and materials to install, as described herein.

TERMS- Payments to be made on estimates according to specifications or work-in-place to be paid by the 10th of each month and the balance of contract price with extras upon completion of our contract. 1.5% interest per month will be charged on all past due accounts.

- I. Where we are to furnish maintenance guaranty or surety bond, it is agreed that our regular forms will be acceptable.
- II. All facts are covered in this proposal and no verbal agreement shall be recognized.
- III. This proposal is subject to cancellation by us within ten (10) days after the general contract is awarded, unless it is accepted by both parties before that date and approved by our office.
- IV. We are not responsible for damage caused by wind, hail, tornado, rising water floods, riots, insurrections or an act of God while work is in progress or after completion.

ACCEPTANCE OF ABOVE PROPOSAL,

Date: 5/23/2022 Date: _____

Name: Lance Gibbs By: _____

Company: Lawton Public Schools Jeff Jung, Vice President
FORD ROOFING AND SHEET METAL CO.

Upon acceptance, return one signed copy and keep one copy for your records.
This proposal is good for (60) days unless specified otherwise.

**State of Oklahoma Roof Asset Management Program
 Clayco Industries Inc., DBA Ford Roofing and Sheet Metal
 Unit Price Schedule, AREA 4**

**Date
 Job Name**

4/15/2022
LPS Central Middle School

Y/N	2.1 WATERPROOFING & DAMPPROOFING			Unit	Unit Price X	Quantity	=	Price	
Y	2.1	20	300	Caulking, polyurethane, 1/4" x 1/4" 1 component, in place.	LF	\$0.50	6,912.00	LF	\$3,456.00
Y	2.2	10	100	Demolition of roof insulation, per in. of depth.	SF	\$0.36	5,100.00	SF	\$1,836.00
Y	2.2	50	300	Roof insulation, metal building, 6" vinyl faced, R-19	SF	\$1.97	5,100.00	SF	\$10,047.00
Y	2.3	40	300	Ice and water shield underlayment.	SF	\$0.92	27,000.00	SF	\$24,840.00
Y	2.4	70	350	Single Ply Roof, TPO, 60mils reinforced, fully adhered	SF	\$2.96	250.00	SF	\$740.00
Y	2.4	80	700	Flashing membrane, TPO fleece back	SF	\$3.50	120.00	SF	\$420.00
Y	2.6	10	100	Remove standard metal decking.	SF	\$1.00	225,600.00	SF	\$225,600.00
Y	2.6	10	200	Install metal decking.	SF	\$4.00	49,000.00	SF	\$196,000.00
Y	2.6	20	100	Remove metal counterflashing.	LF	\$0.50	9,530.00	LF	\$4,765.00
Y	2.6	20	200	Counterflashing, galvanized 24 ga. Galvanized, 6" wide.	LF	\$3.50	9,530.00	LF	\$33,355.00
Y	2.6	20	400	Receiver flashing, 24 gauge, galvanized.	LF	\$3.25	3,680.00	LF	\$11,960.00
Y	2.6	30	100	Remove metal edge, gravel stop, eave strip or coping.	LF	\$0.50	4,590.00	LF	\$2,295.00
Y	2.6	30	200	Metal edge, galvanized 6" face, hemmed.	LF	\$4.75	4,590.00	LF	\$21,802.50
Y	2.6	40	100	Remove metal gutter.	LF	\$0.50	2,420.00	LF	\$1,210.00
Y	2.6	40	300	Gutter, galvanized steel, 24 gauge 5" box or ogee, Kynar finish.	LF	\$13.00	2,420.00	LF	\$31,460.00
Y	2.6	50	100	Remove metal downspouts.	LF	\$0.50	2,060.00	LF	\$1,030.00

State of Oklahoma Roof Asset Management Program
 Clayco Industries Inc., DBA Ford Roofing and Sheet Metal
 Unit Price Schedule, AREA 4

Date
 Job Name

4/15/2022
LPS Central Middle School

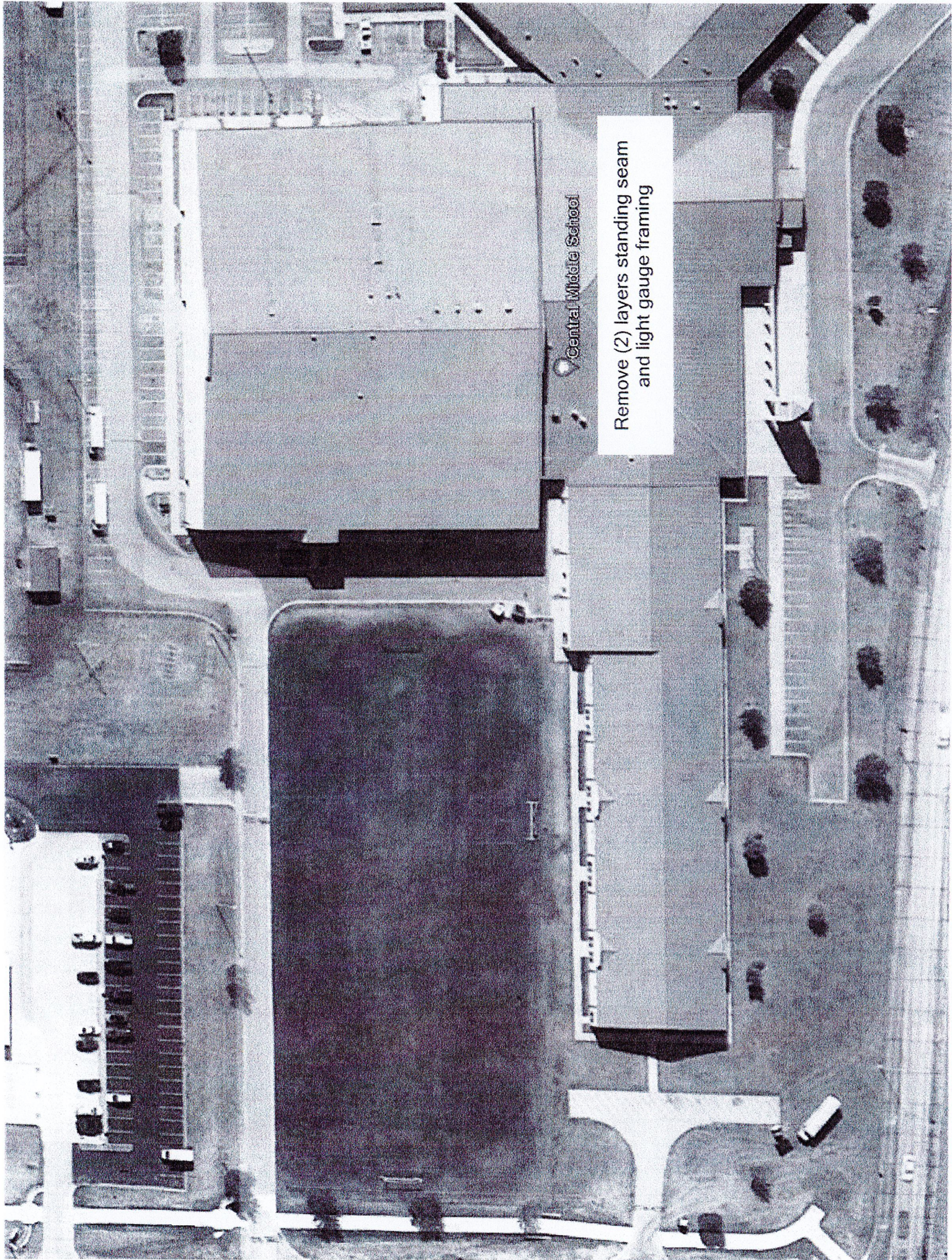
Y/N	2.1 WATERPROOFING & DAMPPROOFING			Unit	Unit Price X	Quantity	=	Price	
Y	2.6	50	200	Downspout, galvanized, 24 gauge 3" x 4", Kynar finished.	LF	\$13.50	2,060.00	LF	\$27,810.00
Y	2.6	60	225	Flashing, pipe penetration, Single ply PVC.	EA	\$50.00	31.00	EA	\$1,550.00
Y	2.6	60	500	Metal storm collar.	EA	\$35.00	31.00	EA	\$1,085.00
Y	2.6	60	650	Metal coping, galvanized steel, 24 ga., ANSI SPRI ES 1	SF	\$10.50	1,100.00	SF	\$11,550.00
Y	2.6	60	700	Standing seam panels, 24 ga. prefinished.	SF	\$4.75	268,317.00	SF	\$1,274,505.75
Y	2.6	60	900	Hat channels, galvanized.	LF	\$1.00	4,900.00	LF	\$4,900.00
Y	2.6	60	950	Standing seam, continuous clip.	LF	\$1.00	153,600.00	LF	\$153,600.00
Y	2.6	60	975	Standing seam 4" clips.	EA	\$14.00	5,000.00	EA	\$70,000.00
Y	2.6	60	990	Head wall flashing	SF	\$7.50	910.00	SF	\$6,825.00
Y	2.6	70	100	Ridge Cap Flashing	SF	\$7.50	5,740.00	SF	\$43,050.00
Y	2.6	70	400	Roof jack, galvanized, 24 gauge.	EA	\$150.00	8.00	EA	\$1,200.00
Y	2.8	10	100	Remove roof hatch.	EA	\$500.00	2.00	EA	\$1,000.00
Y	2.8	10	200	Roof hatch, 16 gauge or heavier, 2'6" x 3'0".	EA	\$1,500.00	2.00	EA	\$3,000.00
Y	2.8	80	200	Expansion joint, 24 gauge, G90 metal.	LF	\$11.00	260.00	LF	\$2,860.00
Y	2.9	40	200	Field/shop drawing (10,000- up sq. ft.)	SF	\$0.04	186,200.00	SF	\$7,448.00
Y	2.9	40	500	Architectural Plans and Specifications with Professional Seal.	SF	\$0.28	186,200.00	SF	\$52,136.00

State of Oklahoma Roof Asset Management Program
 Clayco Industries Inc., DBA Ford Roofing and Sheet Metal
 Unit Price Schedule, AREA 4

Date
 Job Name

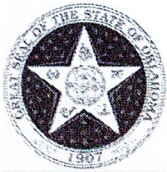
4/15/2022
LPS Central Middle School

Y/N	2.1 WATERPROOFING & DAMPPROOFING			Unit	Unit Price X	Quantity	=	Price	
Y	2.9	40	600	Architectural inspection and project oversight on location service	SF	\$0.10	186,200.00	SF	\$18,620.00
Y	5.1	10	100	Dump fees.					
Y	5.1	10	101	(0) to (50) miles round trip.	EA	\$475.00	37.00	EA	\$17,575.00
Y	5.1	20	200	Furnish forklift, reach.	HR	\$75.00	360.00	HR	\$27,000.00
Y	5.1	20	300	Furnish man lift, articulated.	HR	\$80.00	480.00	HR	\$38,400.00
Y	5.1	30	300	20yr Roofing Manufacturer's Standing Seam Labor and Materials Watertight Warranty	SF	\$0.200	186,200.00	SF	\$37,240.00
								Total Price	<u>\$2,372,171.25</u>



Remove (2) layers standing seam
and light gauge framing

Central Middle School



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties**

Project Requisition Checklist

PROJECT INFORMATION				
Date: 5/23/22	Agency Requisition Number:	Agency Project Code:	Contract Number:	CAP Number:
Project Location: Central Middle School Reroof 1201 NW Ft. Sill Blvd		Estimated Contract Cost: \$2,372,171.00	CAP Fee: \$83,025.99 (See 5 below) Code:	
Project Description: (See 2 below)				
Prebid Conf. required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Mandatory? <input type="checkbox"/> Yes <input type="checkbox"/> No	CAP Fee Payment <input type="checkbox"/> Blanket P.O. No. <input type="checkbox"/> P-Card	
AGENCY INFORMATION				
CHARGE AND INVOICE TO: (Agency name and address) Agency Name: Lawton Public Schools Attn (Name): Jack Hanna Address: 753 NW Fort Sill Blvd City, ST Zip: Lawton, OK 73501 Phone Number: 580-357-6900 Email: jack.hanna@lawtonps.org		AGENCY CONTACT/PROJECT MANAGER: (See 1 below) Name: Address: City, ST Zip: Phone Number: Fax Number: Email: Number of copies of Bid Documents Agency requires:		
FUNDING INFORMATION				
FUNDING EXPIRATION INFORMATION (See 6 below)				
PeopleSoft Object Code:		PeopleSoft Vendor I.D.		
Funding Expiration Date (Choose how funding expires in box on the right)		<input type="checkbox"/> Funding must be encumbered by Expiration Date <input type="checkbox"/> Funding must be spent by Expiration Date		
THE FOLLOWING HAS BEEN SPECIFIED ON PEOPLESOFT REQUISITION:				
<input type="checkbox"/> Location (Agency Number)	<input type="checkbox"/> Account	<input type="checkbox"/> Fund Type	<input type="checkbox"/> Department	
<input type="checkbox"/> Amount	<input type="checkbox"/> GL Unit	<input type="checkbox"/> Class Funding	<input type="checkbox"/> Budget Checked And Approved	
VENDOR INFORMATION (See 3 below)		CONSULTANT INFORMATION (See 4 below)		
Company Name: Ford Roofing and Sheet Metal Contact Name: Jeff Jung Address: 15 SW Bishop Road City, ST, Zip: Lawton, OK 73501 Phone: 580-355-5447 Fax: 580-248-6081 Email: jeff@fordroofingok.com		Company Name: Contact Name: Address: City, ST, Zip: Phone: Fax: Email:		
ATTACHMENT CHECKLIST				
ESTIMATED PROJECT COST LESS THAN OR EQUAL TO \$50,000.00:				
<input type="checkbox"/> Copy of approved requisition		<input type="checkbox"/> Cover letter stating to which contractor/vendor to award contract and amount, justification for award if not lowest bidder and any special requirements		
<input type="checkbox"/> 3 lowest bid responses		<input type="checkbox"/> Insurance certificates from suggested vendor		
<input type="checkbox"/> Complete Solicitation Packet with any Addenda (See DCAM/CAP Form M800)		<input type="checkbox"/> Purchase order for CAP fee (See 5 below)		
<input type="checkbox"/> DCAM/CAP Form A100A Bid Affidavits from suggested vendor				
ESTIMATED PROJECT COST GREATER THAN \$50,000.00:				
<input type="checkbox"/> Copy of approved requisition		<input type="checkbox"/> Specification and plans uploaded to CAP ftp site		
<input type="checkbox"/> Bid form		<input type="checkbox"/> Email electronic specifications and bid form to CAP at CAP@omes.ok.gov		
<input type="checkbox"/> Specifications and plans describing planned work		<input type="checkbox"/> Purchase order for CAP fee (See 5 below)		

INSTRUCTIONS:

1. Enter the Contact information of the individual in the agency that may be contacted by this Department or bidders concerning the project, drawings, or specifications.
2. Place the descriptive title of the project in this entry. All specifications must be submitted on separate pages attached to this requisition.
3. Enter Vendor information if Requisition is for award of small project bid directly by Agency.
4. Enter Consultant information if Requisition is for a project where plans and specifications have been prepared by a licensed Architect, licensed Engineer or other Consultant. If none, so state.
5. A Purchase Order for CAP fee per attached Fee Schedule must be attached. Fill in amount of fee and CAP fee code.
6. Information about Funding Expiration must be completed.

Please call Construction and Properties at (405) 521-2112 with any questions prior to submitting your Requisition.



State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties

Fee Schedule
FY 2012
Effective July 1, 2011

CONTRACT MANAGEMENT FEES (PeopleSoft Code for all CAP Fees is TRM0277)

Fee Code	Construction Contracts	PeopleSoft Code For Requisition	
1	Requisition for Contract Award < 50,000 w/ Agency Quotes	TRM 0282	\$100.00 Fixed Fee
2	Requisition for Contract Award < 50,000 CAP Advertises ¹	TRM 0282	\$250.00 Fixed Fee
3	Requisition for Contract Bid & Award, ≥ 50,001 ¹	TRM 0281	0.75 % of Contract Requisition Amount
Example: \$1,125,000 X 0.0075 = \$8,437.50			

Fee Code	Projects with Complex Requirements	PeopleSoft Code For Requisition	
(All projects funded by OCIA; others as determined by the Department)			
4	Total Project Cost: Consultant and Construction Contracts ¹	TRM 0278 or TRM 0281	1.0 % Includes solicitation and bidding
Example: Design + Construction = \$14,000,000 X 0.01 = \$140,000.00			

Fee Code	Construction Document Quality Control Review	PeopleSoft Code For Requisition	
5	Independent Plan Review when determined by the Department	Call CAP	Direct Cost Paid from Project Funds

Fee Code	Solicitation and Award of Consultant Contract	PeopleSoft Code For Requisition	
6	Consultant Solicitation, Fee Negotiations and Award of Contract	TRM 0278	\$500.00 /\$200 ea additional ²
7	Solicitation Only	N/A	\$150.00

Fee Code	Value-Added Programs And Services	PeopleSoft Code For Requisition	
8	Roof Asset Management Program	TRM 0283	3.5 % of Roofing Cost
8.1	Parking Lot, Pavement, Maintenance and Repair Program	TRM 0283	3.5 % of Paving Cost
8.2	IDIQ Environmental Abatement Program	TRM 0283	3.5 % of Abatement Cost
9	On-Call Consultant	TRM 0280	7.0 % of Consultant Fee
10	IDIQ Testing Program	TRM 0279	7.0 % of Testing Charges
11	IDIQ Land Survey Program	TRM 0279	7.0 % of Survey Fee
12	IDIQ Construction Inspection Program	TRM 0279	7.0 % of Consultant Fee
13	IDIQ Pre-Design Services	TRM 0279	7.0 % of Consultant Fee
14	IDIQ Emergency Consultant Services	TRM 0279	7.0 % of Consultant Fee
15	IDIQ Architect and Engineer Consulting Services	TRM 0279	7.0 % of Consultant Fee
15.1	IDIQ Environmental Consulting Services	TRM 0279	7.0 % of Consultant Fee

Fee Code	Miscellaneous Costs and Fees	PeopleSoft Code For Requisition	
16	Annual Renewal for Multi-Year Service Contract or Work Order Release on an Agency IDIQ Contract.	TRM 0281 or TRM 0282	\$100.00
17	Bid Document Reproduction ¹	N/A	Cost + 15.00 %
18	Newspaper Bid Advertising ¹	N/A	Cost + 15.00 %
19	Miscellaneous Transaction	Call CAP	\$100.00
20	Requisition to bid and award Agency Statewide Contract	TRM 0283	\$250.00
21	Release on Agency Statewide Contract	TRM 0283	.50 %
22	Release on Agency IDIQ Consultant Contract	TRM 0278	\$50.00

Notes:

1. Projects advertised for bids are subject to advertising costs (See Fee Codes 17 and 18). Contact CAP for estimates.
2. \$200.00 charge for each additional contract on multiple award solicitations



OKLAHOMA

CONSTRUCTION and PROPERTIES
NOTICE TO PROCEED

JUN 13, 2022

Work periods set forth in the Contract
begins upon receipt of this Purchase Order

Purchase Order

Dispatch via Print

Non State Units for Purchasing

DEPARTMENT OF CENTRAL SERVICES
CENTRAL PURCHASING DIVISION
2401 N LINCOLN, WILL ROGERS BLDG, STE 116
OKLAHOMA CITY OK 73105

Supplier: 0000239691
CLAYCO INDUSTRIES
#15 SW BISHOP RD
LAWTON OK 73501-8133

Purchase Order 0000000786	Date 06/01/2022	Revision 1	Page 1
Payment Terms 0 Days	Freight Terms Free on board at Destination	Ship Via Common	
Buyer Kristi Kime	Phone/Email 405/522-3790	Currency USD	

Ship To: DIVISION OF CAPITAL ASSETS MANAGEMENT
SEE BELOW
OK

Bill To: DIVISION OF CAPITAL ASSETS MANAGEMENT
SEE BELOW
OK

Tax Exempt? Y **Tax Exempt ID:** 736017987

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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1- 1	72152601 / 1000013603	SERVICE: CAP, State Roof Asset Management Program	1.0000	JA	2,372,171.0000	2,372,171.00	06/01/2022
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Total PO Amount 2,372,171.00


COMMENTS:

CAP Project: CAP-000359
Agency/Location: New Metal Roof System for Central Middle School - Lawton PS
Agency P.O. Number: 2022-21-27
Agency Project Contact: Jack Hanna, jack.hanna@lawtonps.org, 580.357.6900
Vendor Contact: Clayco Industries: Jeff Jung 580.355.5447 jeff@fordroofing.com
Kara Fehring kfehring@fordroofingok.com
CAP Contact: Kristi Kime 405.522.3620 kristi.kime@omes.ok.gov

Authorized Signature
Melissa Milburn
Digitally signed by Melissa Milburn
Date: 2022.06.10 13:20:11 -05'00'

Clayco Industries Inc., DBA Ford Roofing & Sheet Metal Co.

15 W. Bishop Rd.
P.O. Box 941
Lawton, Oklahoma 73502
580-355-5447 phone
580-248-6081 fax


Clayton L. "Buddy" Green, Jr.
Owner

March 10, 2022

Lawton Public Schools
753 NW Fort Sill Blvd.
Lawton, OK 73501
Mr. Jack Hanna

Sullivan Village Elementary
3802 SE Elmhurst, Lawton, OK
Install New TPO Membrane Roof System

BOARD APPROVED

MAR 24 2022

LAWTON PUBLIC SCHOOLS

Scope of work

We agree to supply the necessary labor, materials, tools, equipment, and incidentals to complete the following:

1. Remove existing single ply membrane roof system on main school building to structural metal deck. No work is included for the Saferoom addition.
2. Install (2) layers of 2" polyiso roof board insulation. Mechanically attach base layer and adhere top layer.
3. Install new white .060" TPO membrane roof system, fully adhered as per manufacturer's specifications.
4. Flash all roof curbs, walls, and penetrations.
5. Raise existing gas lines, roof curbs, and penetrations as required to facilitate new height of roof.
6. Install new prefabricated gas line pipe stands.
7. Fabricate and install new 24ga prefinished metal fascia, 8" gutters, and downspouts to match existing.
8. Install new 24ga prefinished ANSI SPRI ES-1 metal eave trim.
9. Provide professionally sealed plans and specifications from an Oklahoma licensed architect.
10. Provide 20yr State of Oklahoma Roof Guarantee.
11. All work is to be performed through the statewide Roof Asset Management Program
12. Exclusions: Any work at Saferoom, Storm drains, Exterior veneer repairs or painting.

Total Proposed Price

\$392,877.00

We propose and agree to furnish all the necessary labor and materials to install, as described herein.

TERMS- Payments to be made on estimates according to specifications or work-in-place to be paid by the 10th of each month and the balance of contract price with extras upon completion of our contract. 1.5% interest per month will be charged on all past due accounts.

I. If our regular forms are to be used, it is agreed that our regular forms will be acceptable.

II. All facts are covered in this proposal and no verbal agreement shall be recognized.

III. This proposal is subject to cancellation by us within ten (10) days after the general contract is awarded, unless it is accepted by both parties before that date and approved by our office.

IV. We are not responsible for damage caused by wind, hail, tornado, rising water floods, riots, insurrections or an act of God while work is in progress or after completion.

ACCEPTANCE OF ABOVE PROPOSAL,

Date: 3/24/2022 Date: _____

Name: Lance Gibbs By: _____

Company: Lawton Public Schools Jeff Jung, Vice President
FORD ROOFING AND SHEET METAL CO.

Upon acceptance, return one signed copy and keep one copy for your records.
This proposal is good for (60) days unless specified otherwise.

State of Oklahoma Roof Asset Management Program
 Clayco Industries Inc., DBA Ford Roofing and Sheet Metal
 Unit Price Schedule, AREA 4

Date
 Job Name

3/10/2022
 Sullivan Village ES

Y/N	2.1 WATERPROOFING & DAMPPROOFING			Unit	Unit Price X	Quantity	=	Price	
Y	2.1	20	300	Caulking, polyurethane, 1/4" x 1/4" 1 component, in place.	LF	\$0.50	1,440.00	LF	\$720.00
Y	2.2	10	100	Demolition of roof insulation, per in. of depth.	SF	\$0.36	67,000.00	SF	\$24,120.00
Y	2.2	20	400	Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets, 2.5" thick, R-15.3, mechanically fastened.(2 layers of 2"	SF	\$1.62	65,600.00	SF	\$106,272.00
Y	2.2	50	100	Roof deck insulation, Isocyanurate (black facer only), tapered, 1/4" per foot slope, applied in Type IV asphalt, per inch of depth.	SF	\$1.05	720.00	SF	\$756.00
Y	2.2	60	200	Roof deck insulation, foam adhesive, per layer, per SF.	SF	\$0.55	41,000.00	SF	\$22,550.00
Y	2.4	10	210	Remove single ply roof, membrane (partial or fully adhered) only,	SF	\$0.12	41,000.00	SF	\$4,920.00
Y	2.4	70	350	Single Ply Roof, TPO, 60mils reinforced, fully adhered	SF	\$2.96	45,100.00	SF	\$133,496.00
Y	2.4	70	420	Single Ply Roof, TPO, prefabricated pipe boot flashing	EA	\$67.22	75.00	EA	\$5,041.50
Y	2.4	80	700	Flashing membrane, TPO fleece back	SF	\$3.50	1,487.00	SF	\$5,204.50
Y	2.6	20	100	Remove metal counterflashing.	LF	\$0.50	220.00	LF	\$110.00
Y	2.6	20	200	Counterflashing, galvanized 24 ga. Galvanized, 6" wide.	LF	\$3.50	220.00	LF	\$770.00
Y	2.6	20	400	Receiver flashing, 24 gauge, galvanized.	LF	\$3.25	1,015.00	LF	\$3,298.75
Y	2.6	30	100	Remove metal edge, gravel stop, eave strip or coping.	LF	\$0.50	1,015.00	LF	\$507.50
Y	2.6	30	400	Gravel stop, galvanized steel, ANSI SPRI ES 1	LF	\$6.50	1,015.00	LF	\$6,597.50
Y	2.6	40	100	Remove metal gutter.	LF	\$0.50	805.00	LF	\$402.50
Y	2.6	40	300	Gutter, galvanized steel, 24 gauge 5" box or ogee, Kynar finish.	LF	\$13.00	805.00	LF	\$10,465.00

State of Oklahoma Roof Asset Management Program
 Clayco Industries Inc., DBA Ford Roofing and Sheet Metal
 Unit Price Schedule, AREA 4

Date 3/10/2022
 Job Name Sullivan Village ES

Y/N	2.1 WATERPROOFING & DAMPPROOFING			Unit	Unit Price X	Quantity	=	Price	
Y	2.6	50	100	Remove metal downspouts.	LF	\$0.50	400.00	LF	\$200.00
Y	2.6	50	200	Downspout, galvanized, 24 gauge 3" x 4", Kynar finished.	LF	\$13.50	400.00	LF	\$5,400.00
Y	2.6	60	500	Metal storm collar.	EA	\$35.00	20.00	EA	\$700.00
Y	2.7	40	100	Nailer, treated wood, 1" x 4".	LF	\$2.05	1,015.00	LF	\$2,080.75
Y	2.7	40	300	Nailer, treated wood, 2" x 6".	LF	\$4.00	2,030.00	LF	\$8,120.00
Y	2.8	50	175	Pipe supports, 2" - 3 1/2" pipe.	EA	\$48.00	113.00	EA	\$5,424.00
Y	2.8	60	100	Termination bar, aluminum, 1/4" x 1".	LF	\$1.75	220.00	LF	\$385.00
Y	2.8	70	200	Pitch pocket, GI, 24 ga., 8" x 8" with storm collar.	EA	\$85.00	4.00	EA	\$340.00
Y	2.8	70	300	Pitch pocket, resurface top only.	EA	\$30.00	4.00	EA	\$120.00
Y	2.9	40	500	Architectural Plans and Specifications with Professional Seal.	SF	\$0.28	41,000.00	SF	\$11,480.00
Y	2.9	40	600	Architectural inspection and project oversight on location service	SF	\$0.10	41,000.00	SF	\$4,100.00
Y	5.1	10	100	Dump fees.					
Y	5.1	10	101	(0) to (50) miles round trip.	EA	\$475.00	18.00	EA	\$8,550.00
Y	5.1	20	200	Furnish forklift, reach.	HR	\$75.00	40.00	HR	\$3,000.00
Y	5.1	20	901	Furnish Mechanical Proposal for misc rooftop services. Subcontractor proposal plus fifteen percent.	Raise Rooftop Equipment Curbs				\$7,764.00
Y	5.1	20	961	Furnish Plumbing Proposal for misc rooftop services. Subcontractor proposal plus fifteen percent.	Raise Gas Lines				\$5,882.00

State of Oklahoma Roof Asset Management Program
 Clayco Industries Inc., DBA Ford Roofing and Sheet Metal
 Unit Price Schedule, AREA 4

Date 3/10/2022
 Job Name Sullivan Village ES

Y/N				2.1	WATERPROOFING & DAMPPROOFING	Unit	Unit Price X	Quantity	=	Price
Y	5.1	30	200		20 year No Dollar Limit, State of Oklahoma Roof Warranty, Roofs exceeding 10,000 sq. ft.	SF	\$0.100	41,000.00	SF	\$4,100.00
						Total Price				<u>\$392,877.00</u>

 **Document B101™ – 2017**

Standard Form of Agreement Between Owner and Architect

EDUCATION APPROVED

MAR 11 2021

LAWTON PUBLIC SCHOOLS

6.24.21

AGREEMENT made as of the twenty-second day of February in the year 2021
(In words, indicate day, month and year.)

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

Lawton Public Schools
753 N. Fort Sill Boulevard
Lawton, OK 73507
Telephone Number: 580-357-6900
Fax Number: 580-585-6319

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

Boynnton Williams & Associates
River Oaks Plaza
3637 West Main
Norman, OK 73072
Telephone Number: 405-329-0423
Fax Number: 405-364-1439

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

Architect to provide Professional Architectural Design Services to include, but not limited to, Renovation of Douglas Learning Center located on school property at 102 Albert Johnson Sr. Avenue, NE, Lawton, Comanche County, Oklahoma.
Architect's Project No.: N21006

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.

init.

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User Notes:

(3B9ADA4C)

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- 2 ARCHITECT'S RESPONSIBILITIES
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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

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.)

§ 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.)

Initial Information provided by Owner

§ 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.)

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

- .1 Design phase milestone dates, if any:

init.

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User Notes:

To be determined based on Final Project Scope

.2 Construction commencement date:

To be determined based on Award of Contract

.3 Substantial Completion date or dates:

To be determined on Award of Contract

.4 Other milestone dates:

To be determined based on Final Project Scope

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 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 Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Kevin Hime, Supt.,
Lawton Public School
753 NW Fort Sill Blvd.
Lawton, OK 73507

Email Address: kevin.hime@lawtonps.org

§ 1.1.8 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.)

Joe D. Hall, CM
105 Clyde Avenue
Elk City, OK 73644
PH: 580-225-3770

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

Init.

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User Notes:

.1 Geotechnical Engineer:

To be determined

.2 Civil Engineer:

To be determined

.3 Other, if any:

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

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Clarence Williams, Principal
Email: 2cw3@bwaarchitects.com or
Kirk Mackey, Architect
Email: kmackey@bwaarchitects.com
Boynton Williams & Associates
River Oaks Plaza
3637 West Main
Norman, OK 73072

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be determined

.2 Mechanical Engineer:

To be determined

init.

.3 Electrical Engineer:

To be determined

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

Not Applicable

§ 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. 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 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, 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, 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 identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 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.

§ 2.5 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.

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

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§ 2.5.2 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.

§ 2.5.3 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 2.5.1 and 2.5.2, 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.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00) each accident, Five Hundred Thousand Dollars (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 **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.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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 and the Owner's consultants, and will neither verify their work nor have responsibility for their errors or omissions. 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 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 Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of 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 performance of the Owner's consultants, and will neither verify their work nor have responsibility for their errors or omissions 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.

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

§ 3.1.5 The Architect shall 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.

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

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, 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.

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for 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; , perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 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 4.1.1.

§ 3.2.5.2 The Architect shall consider 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.

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§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Owner at his discretion may choose to submit the Architect's Schematic Design Documents to his Construction Manager for preliminary pricing.

§ 3.3 Design Development Phase Services

§ 3.3.1 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 prepared by the Owner's Construction Manager, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents 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 may also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, , and request the Owner's approval. 3.3.4) The Architect shall rely on all Cost of Work Estimates provided by the Owner's Construction Manager. After approval of the Design Development Documents based on the Cost of Work Estimate provided by the Owner's Construction Manager any changes or modifications to the Scope of Work shall be provided by the Architect as Additional Services under Section 4.2.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 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 prepared by the Owner's Construction Manager, the Architect shall prepare Construction Documents for 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 construct the Work, the Owner's Construction Manager and his Contractors 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.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Owner's Construction Manager shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractors; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms as provided by the Owner's Construction Manager.

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§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, , take any action required under Section 6.5, and request the Owner's approval. Owner at his discretion may choose to submit the Architectural Design Development Documents to his Construction Manager for an update of the estimate of the Cost of Work.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Owner's Construction Manager shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Owner's Construction Manager shall assist the Owner in (1) obtaining competitive bids ; (2) confirming responsiveness of bids ; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Owner's Construction Manager shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders if required;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda to the Owner's Construction Manager identifying approved substitutions to all prospective bidders.

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(Paragraphs Deleted)

§ 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 Owner's Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and the Owner's 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.

3.6.1.2 The Work for the purpose of defining the Architect's Scope of Services and duties by this Agreement shall mean the Portion of the Project as defined by the Construction Documents.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and the Owner's 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 Owner's Construction Manager's or his Contractor'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 Owner's Construction Manager or his Contractor's or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the Owner's acceptance of the Owner's Construction Manager Guaranteed Max Cost, and terminates at the latest issuance of a Certificate of Occupancy and receipt of final Application for Payment.

§ 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 general accord 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 or deviations a reasonable or prudent architect working under the same or similar circumstances should have known about from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Owner's 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 Owner's Construction Manager or his Contractors, 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 the Owner's Construction Manager. The Architect's

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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 Owner's 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 Owner's 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 the Owner's Construction Manager as provided in the Contract Documents.

§ 3.6.3 Payment to Contractor

§ 3.6.3.1 The Architect shall review the amounts due and confirm to the Owner, the amounts due the Owner's Construction Manager, and/or Contractor and shall issue certificates in such amounts. The Architect's recommendation 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 Owner's 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 general accordance with the Contract Documents, and that the Owner's Construction Manager is entitled to payment in the amount recommended. 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 Application 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 the Owner's Construction Manager and material suppliers and other data requested by the Owner to substantiate the Owner's Construction Manager's right to payment, or (4) ascertained how or for what purpose the Owner's 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 for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review along with the Owner's 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 Owner's 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 Owner's Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures which are the responsibility of the Construction Manager. 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 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 Shop Drawings and other submittals related to the Work designed or certified by the 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

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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 and will neither verify their work nor have responsibility for their errors or omissions.

§ 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 Owner's 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 review Change Orders 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 recorded by Change Orders. Changes or modifications made to the work indicated within the Architect's Instruments of Service by the Owner or the Owner's Construction Manager without written authorization by the Architect, shall relieve the Architect of all liability arising from such changes or modifications.

§ 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 Owner's Construction Manager; and,
4. review a final Application 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 check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Owner's 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.

§ 3.6.6.4 The Architect shall forward to the Owner the following information if received from the Owner's Construction Manager: 1) Consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of a 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 Owner's Construction Manager.

§ 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.

(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.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	* 1 Architect
§ 4.1.1.2 Multiple preliminary designs	*1 Architect
§ 4.1.1.3 Measured drawings	*1 Architect
§ 4.1.1.4 Existing facilities surveys	*1 Architect
§ 4.1.1.5 Site evaluation and planning	*1 Architect
§ 4.1.1.6 Building Information Model management responsibilities	Owner
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Applicable
§ 4.1.1.8 Civil engineering	Owner
§ 4.1.1.9 Landscape design	Owner
§ 4.1.1.10 Architectural interior design	Architect (Material Finishes Only)
§ 4.1.1.11 Value analysis	Owner
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Owner
§ 4.1.1.13 On-site project representation	Architect (2x Month)
§ 4.1.1.14 Conformed documents for construction	*1 Architect
§ 4.1.1.15 As-designed record drawings	*1 Architect
§ 4.1.1.16 As-constructed record drawings	Construction Manager
§ 4.1.1.17 Post-occupancy evaluation	Owner
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	Not Applicable
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Applicable
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Owner
§ 4.1.1.25 Fast-track design services	Not Applicable
§ 4.1.1.26 Multiple bid packages	Construction Manager
§ 4.1.1.27 Historic preservation	Not Applicable
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Owner
§ 4.1.1.30 Other Supplemental Services	Owner
4.1.1.31 Preliminary Structural Report	*2 Architect
4.1.1.32 FEMA/ICC Required Third-Party Review	*3 Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is

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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.)

*1) - To be provided by the Architect as part of Basic Services. *2) - The Oklahoma State Fire Marshal's Office requires an initial Structural Engineer Preliminary Inspection and Report for all Retrofit Roofing Projects. Said Inspection and Report shall be provided by the Architect as Additional Services. Refer to Section 11.2.1. *3) - The Oklahoma State Fire Marshal's Office per ICC 500 requires a third party review of the structural documents of a FEMA approved Storm Shelter. Said third party review and certification shall be provided through the Architect as Additional Services. Refer to Section 11.2.1.

§ 4.1.2.2 A 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.)

Refer to 4.1.1

§ 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 E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 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 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 procurement or delivery method;
- .1.1 If the Owner provides cost estimating services itself, by an Owner's Consultant, through a Construction Manager, or otherwise, required revision of the Construction Documents shall be an additional service - since the Architect will have relied on the cost estimates as Owner furnished information per Section 3.1.2.
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 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;
- .4 Services necessitated by decisions of the Owner 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;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients; including the Owner's Construction Manager.
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or the Owner's Construction Manager;
- .7
- .8 Preparation for, and attendance at, or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;

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- .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.

§ 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 Owner's Construction Manager's and/or the Contractors submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Owner's Construction Manager's and/or Contractors requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Owner's Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Owner's Construction Manager and/or his Contractors-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Review Change Orders and Construction Change Directives that require evaluation of Owner's Construction Manager's and/or Contractor'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 the Owner's Construction Manager and/or his Contractors 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 Contractor
 - .2 * (*) visits to the site by the Architect during construction
 - .3 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 Two (2) inspections for any portion of the Work to determine final completion.
- *Appropriate to the Work in Progress

§ 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 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 No Limit (N/A) 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 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. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.3 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.

§ 5.4 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.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include, but not limited to, 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 subsurface conditions, with written reports and appropriate recommendations.

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

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner and the Owner's Construction Manager 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 including, but not limited to the Owner's Construction Manager. 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.

§ 5.9 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.

§ 5.10 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.

§ 5.11 The Owner shall provide prompt written notice to the Architect 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.

§ 5.12 The Owner shall include the Architect in all communications with the Owner's 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 Owner's Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction 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 the Owner's Construction Manager including the General Conditions of the Contract for Construction.

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

§ 5.15 Within 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 as defined by the Construction Documents and shall include the Owner's Construction Manager's Fees, 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 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 Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work shall be provided by the Owner and the Owner's Construction Manager. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Owner's Construction Manager's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared by the Owner's Construction Manager and provided to the Architect.

§ 6.3 The Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's or the Owner's Construction Manager's budget for the cost of the work. If the Owner requires a detailed estimate of the Cost of the Work, the Owner's Construction Manager shall provide such an estimate on which the Architect may rely.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner and the Owner's Construction Manager, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Owner's Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner's Construction Manager in conjunction with the Architect, 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.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall, with additional compensation, modify the Construction Documents as necessary to comply with the Owner's and/or the Owner's Construction Manager's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's and/or the Owner's Construction Manager's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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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 Owner's Construction Manager and his Contractors, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's other 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 or the Owner's Construction Manager 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 or the Owner's Construction Manager and/or his Contractor'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. Refer to Section 9.7.2 for procedures regarding Licensing Fees and use of Instruments of Service.

§ 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 contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 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.

8.1.3.1 The Owner shall require the Owner's Construction Manager to provide the same waiver of consequential damages as described herein. Owner shall provide Architect documentation of such waiver.

§ 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 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

§ 8.3.1

§ 8.3.1.1

§ 8.3.2

§ 8.3.3

§ 8.3.4

§ 8.3.4.1

§ 8.3.4.2

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§ 8.3.4.3

§ 8.4

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 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 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven 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 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 due.

§ 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:

Not Applicable

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

.1 A licensing Fee equal to ten percent (10%) of the total anticipated Basic Services Fee shall be paid to the Architect. .2 Said Licensing Fee is above and beyond the Architect's Basic Services Fee and any Reimbursable or Additional Services Fees. .3 All outstanding invoices shall have been paid by the Owner prior to acceptance of the Licensing Fee by the Architect. .4 The Owner shall not use the Instruments of Service for other projects unless the Owner obtains the prior written agreement of the Architect.

§ 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.

§ 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.

§ 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 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 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 7 days' notice to the other party, when required by law, 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.

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ARTICLE 11 COMPENSATION

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

1 Stipulated Sum
(Insert amount)

2 Percentage Basis
(Insert percentage value)

Six Percent (6 %) of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

3 Other
(Describe the method of compensation)

N/A

§ 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:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

11.2.1) Any Additional Services required shall be provided based on a mutual agreement by both the Owner and the Architect prior to commencement of Work by the Architect. 11.2.2) The Structural Engineer's Preliminary Inspection and Report as required by the Oklahoma State Fire Marshal shall be provided at the following rate per building:
1. Less than 10,000 Square Feet of Roof Area: \$1,000
2. 10,000 - 40,000 Square Feet of Roof Area: \$1,500.00
3. Anything over 40,000 Square Feet of Roof Area: \$1,500.00 + 6.5 cents per Square Foot over 40,000 Square Feet of Roof Area.

§ 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.)

Six Percent (6%) of Owners Budget for Cost of Work for Additional Services.

11.3.1 Structural Engineer's design services required due to structural deficiency modifications noted within the Structural Engineer's Preliminary Inspection and Report shall be considered Additional Services by the Architect and shall be invoiced separate from the Preliminary Inspection Report in accordance with Section 11.4.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 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-Five	percent (45	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Ten	percent (10	%)

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Total Basic Compensation one hundred percent (100 %)

*This portion of the fee shall be invoiced each month in direct proportion to the amount of Work completed by the Contractor/Construction Manager.

§ 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. 11.6.2 Alternates - Architect shall be compensated for the Alternate(s) required by the Owner's Construction Manager and incorporated into the Construction Documents, whether the bids for the Alternates are accepted or not.

§ 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.)

Principals	\$270.00Hour
Associates	\$160.00
Sr. Project Architects	\$150.00
Project Architects	\$135.00
Sr. Project Managers	\$125.00
Project Managers	\$110.00
Revit Technician	\$120.00
CADD Operator I	\$ 90.00
CADD Operator II	\$ 70.00
Sr. Construction Admin.	\$135.00
Construction Admin.	\$110.00
Administration	\$ 95.00

(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 ;
- .2 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
- .10
- .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. .13 Cost of the Initial Structural Engineer's Preliminary Inspection Report required by the Oklahoma State Fire Marshal's Office (Retrofit Roofs).

§ 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 2.5 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:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of N/A (\$ N/A) 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 N/A (\$ N/A) 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.

§ 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.)

1.5 % per month

§ 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.)

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 B101™-2017, Standard Form Agreement Between Owner and Architect
- .2

init.

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User Notes:

(3B9ADA4C)

.3 Exhibits:

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

[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[N/A] 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.)

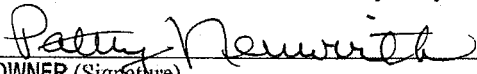
N/A

.4 Other documents:


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

N/A

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


OWNER (Signature)

Patty Neuwirth, Board President
(Printed name and title)


ARCHITECT (Signature)

Clarence Williams, Principal
(Printed name, title, and license number, if required)

Init.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Clarence Williams, 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 13:49:07 CT on 03/01/2021 under Order No. 5195981665 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Manager
(Title)

3-1-21
(Dated)

MAR 24 2022

LAWTON PUBLIC SCHOOLS

 **AIA** Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-Fourth (24th) day of March in the year Two Thousand Twenty-Two (2022)
(In words, indicate day, month and year.)

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

Lawton Public Schools
753 Fort Sill Blvd.
Lawton, Oklahoma 73507
Phone: (580) 357-6900

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

BWA Architects, PLLC
2651 East 21st Street, Suite 510
Tulsa, Oklahoma 74114
Phone: (918) 491-2208

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

Architect to provide professional Architectural Design Services to include, but not limited to the following:

Architect Project Number:
T22002-Indoor Athletic Facility

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.

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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.)

Based on Facilities Needs Assessment, the Architect shall develop a Feasibility/Cost Estimate for the various School Improvements. The Architect shall present his findings to the School Board, on which the School Board shall determine the final Scope of Work to be implemented by the Architect.

§ 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.)

Owner shall provide, at their cost, all Geotechnical Reports, Site(s) Boundary, and Topographic Surveys as deemed necessary by the Architect.

§ 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.)

To be determined based on Final Project Scope.

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

Init.

- .1 Design phase milestone dates, if any:
To be determined based on Final Project Scope.
- .2 Construction commencement date:
To be determined based on Final Project Scope.
- .3 Substantial Completion date or dates:
To be determined based on Final Project Scope.
- .4 Other milestone dates:
To be determined based on Final Project Scope.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Procurement shall be by competitive bid pursuant to the Oklahoma Public Competitive Bidding Act of 1974.

§ 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.)

Not Applicable.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Kevin Hime, Superintendent
Lawton Public Schools
753 Fort Sill Blvd.
Lawton, Oklahoma 73507
Phone: (580) 357-6900

§ 1.1.8 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.)

Not Applicable.

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

- .1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:

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

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Dayna Boynton
BWA Architects, PLLC
2651 East 21st Street, Suite 510
Tulsa, Oklahoma 74114
Phone: (918) 491-2208

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be determined.

.2 Mechanical Engineer:

To be determined.

.3 Electrical Engineer:

To be determined.

.4 Plumbing Engineer:

To be determined.

Init.

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

Not Applicable.

§ 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. 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 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, 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, 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. The Architect represents that the Architect is professionally qualified and experienced in the design and provision of architectural services for the construction and renovation of public school buildings and facilities in the State of Oklahoma. The Architect is familiar with the Project site and with the laws, codes and regulations applicable to the provision of Architect's services and to the completion and occupancy of the buildings and facilities comprising the Project. The Architect shall respond, in the design of the Project and in the provision of other services called for in this Agreement, to applicable building codes and other requirements imposed by governmental authorities having jurisdiction over the Project.

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

§ 2.4 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.

§ 2.5 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.

Init.

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

§ 2.5.2 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.

§ 2.5.3 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 2.5.1 and 2.5.2, 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.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00) each accident, Five Hundred Thousand Dollars (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 **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.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 upon request.

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 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 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 Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of 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 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.

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§ 3.1.4 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.

§ 3.1.5 The Architect shall 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.

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

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, 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.

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for 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.

§ 3.2.5.1 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 4.1.1.

§ 3.2.5.2 The Architect shall consider 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.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

(Paragraph deleted)

§ 3.3 Design Development Phase Services

§ 3.3.1 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 Owner's approval. The Design Development Documents 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.

§ 3.3.2 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

Init.

(Paragraph deleted)

§ 3.4 Construction Documents Phase Services

§ 3.4.1 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 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 Contractor 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.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall submit the Construction Documents to the Owner, take any action required under Section 6.5, and request the Owner's approval.

(Paragraph deleted)

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall, in accordance with the requirements of the Oklahoma Public Competitive Bidding Act, prepare necessary bidding information including bid notices, bid forms, the conditions of the Contract and the form of Agreement between Owner and Contractor, all subject to the review and approval of Owner and Owner's counsel. The Architect shall assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of the Bid Notice, Instructions to Bidders, Bid Form, Bidding Requirements, proposed Contract Forms including general and supplemental conditions, Specifications and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

1. facilitating the distribution of Bidding Documents to prospective bidders, the cost of reproduction shall constitute a Reimbursable Expense;
2. organizing and conducting a pre-bid conference for prospective bidders;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
4. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 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 Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. The Owner retains

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the right to the administration of the construction contract, as the Owner deems appropriate, providing the Owner may not, in doing so, increase the scope of the contract administration services to be performed by the Architect. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement and will not increase the scope of administration by the Architect unless the Owner and the Architect amend this Agreement in writing to reflect the increase. If the modification of this Agreement creates a conflict between the provisions of this Agreement and the A201, the provisions of this Agreement shall control as it relates to the Architect's services.

§ 3.6.1.1.1 The work, for the purpose of defining the Architect's Scope of Services and duties by this Agreement, shall mean the Portion of the Project as defined by the Construction Documents.

§ 3.6.1.2 The Architect shall advise and consult with the Owner 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 Contractor'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 Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the later of the issuance of a Certificate of Occupancy, if required, or the date the Architect issues the final Certificate for Payment. As a part of Architect's Basic Services, the Architect shall assist the Owner in the preparation of the final punch list.

§ 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 Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect shall reject Work which does not conform to the Contract Documents unless the Owner agrees to accept such non-conforming Work and executes an appropriate Change Order evidencing such consent. The Change Order shall provide that the cost of any additional testing and inspection made necessary by non-conforming work shall be charged to the Contractor and deducted from the Contract Price. 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 Contractor, 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 Contractor. 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 Contractor, 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.

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§ 3.6.2.5 Unless the Owner and Contractor 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 Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and confirm the amounts due the Contractor and shall issue approval in such amounts. The Architect's approval 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 Contractor'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 Contractor is entitled to payment in the amount approved. 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 an approval 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 Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor 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 approval for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor'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 Contractor'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 Contractor'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 Contractor 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 Contractor'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 and will neither verify their work nor have responsibility for their errors or omissions.

§ 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

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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 Contractor 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.

§ 3.6.5.3 Changes or modifications made to the work by the Owner without written authorization by the Architect, shall relieve the Architect of any and all liability for such changes or modifications.

§ 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 Contractor; 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 check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor 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 Contractor, 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 Contractor: (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 Contractor 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.

(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.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	*1 Architect
§ 4.1.1.4 Existing facilities surveys	*2 Architect
§ 4.1.1.5 Site evaluation and planning	Owner
§ 4.1.1.6 Building Information Model management responsibilities	*1 Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Owner
§ 4.1.1.9 Landscape design	Owner
§ 4.1.1.10 Architectural interior design	Owner
§ 4.1.1.11 Value analysis	Owner
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Owner
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Architect
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
§ 4.1.1.30 Other Supplemental Services	Architect
§ 4.1.1.31 Preliminary Structural Report	*2 Architect
§ 4.1.1.32 FEMA/ICC Required Third-Party Review	*3 Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A 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.)

*1 - To be provided by the Architect as part of Basic Services.

*2 - The Oklahoma State Fire Marshal's office requires an initial Structural Engineer Preliminary Inspection and Report for all Retrofit Roofing Projects. Said Inspection and Report shall be provided by the Architect as Additional Services. Refer to Section 11.2 for fees

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*3 – The Oklahoma State Fire Marshal’s office per ICC 500 requires a third party review of the structural documents of a FEMA approved Storm Shelter. Said third party review and certification shall be provided through the Architect as Additional Services as per Section 11.2

§ 4.1.2.2 A 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 Applicable

§ 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 E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 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 or when the Owner has not approved or rejects proposed Additional Services by written notice as provided in Subparagraphs 4.2.1 and 4.2.2, 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. The Architect shall notify the Owner in writing of any proposed Additional Services. Such notification will describe the need for such services, the nature of the services and their estimated cost. Additional Services for which additional compensation is sought shall only be performed upon the prior written approval of the Owner.

§ 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 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 procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 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;
- .4 Services necessitated by decisions of the Owner 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;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing except when required in the performance of the Architect’s Construction Phase Services or Bidding Phase Services;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .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.

§ 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.

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- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor'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 Contractor 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 Contractor
- .2 * (*) visits to the site by the Architect during construction
- .3 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 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 days after (1) the date of Substantial Completion of the Work or (2) the issuance of a Certificate of Occupancy, whichever is later, 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 (no limit) (N/A) 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 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. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner's Designated Representative shall be authorized to act on the Owner's behalf with respect to the Project consistent with the terms and conditions set forth in this Agreement. The Owner's Designated Representative is not authorized to amend this Agreement nor may the Owner's Designated Representative consent to material changes in the Project or bind the Owner to the resolution of claims, disputes, or other matters affecting the Owner's rights and obligations under this Agreement. 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.

§ 5.4 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.

§ 5.5 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.

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

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 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.

§ 5.9 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.

§ 5.10 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.

§ 5.11 The Owner shall provide prompt written notice to the Architect 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.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor 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 Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction 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 Contractor, including the General Conditions of the Contract for Construction.

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

(Paragraph deleted)

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 shall include contractors' 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 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 may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or

represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 The Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect 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.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents, as necessary, to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget, as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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 Contractor, 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

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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

(Refer to Article 12)

(Paragraphs deleted)

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 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 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven 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. Upon termination by the Owner for cause, the Owner's non-exclusive license to use the Instruments of Services becomes permanent and irrevocable. Use shall be limited to this Project.

§ 9.5 The Owner may terminate this Agreement upon not less than seven 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 The Architect shall cooperate fully with any successor architect employed by the Owner and shall furnish originals or copies of the Instruments of Service and all other drawings, specifications, and documents relative to the Project, including data in electronic format as may be reasonably requested. Reasonable compensation and reimbursement for expenses incurred for the assembly and delivery of such information shall be paid as Additional Services. 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:

Not Applicable

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

Not Applicable

§ 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 laws of the State of Oklahoma.

§ 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.

§ 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 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 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 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

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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.

(Paragraph deleted)

§ 10.9 In any action or litigation proceeding, including appeals thereof, brought for breach or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to such other relief as may be awarded.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Six Percent (6 %) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 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:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.2.1 Any Additional Services required shall be provided based on a mutually agreed to writing by both the Owner and the Architect prior to commencement of Work by the Architect.

§ 11.2.2 The Structural Engineer's Preliminary Inspection and Report as required by the Oklahoma State Fire Marshal shall be provided at the following rate per building:

1. Less than 10,000 Square Feet of Roof Area: \$1,000.00
2. 10,000 – 40,000 Square Feet of Roof Area: \$1,500.00
3. Anything over 40,000 Square Feet of Roof Area: \$1,500.00 + 0.65 Cents per Square Feet over 40,000 Square Feet of Roof Area.

§ 11.2.3 Structural Engineer design services required due to structural deficiency modifications noted within the Structural Engineer's Preliminary Inspection and Report, shall be considered Additional Services by the Architect and shall be invoiced separate from the Preliminary Inspection Report in accordance with Section 11.4.

§ 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.)

§ 11.3.1 The Owner shall reimburse the Architect in accordance with Section 10.8.2 for legal fees the Architect may incur due to the Architect's attorney reviewing certificates and/or consent Agreements requiring execution of the Architect by the Owner's lender or other such entities. (For Non-School Projects Only)

§ 11.3.2 Other Additional Service to be determined based on Service to be provided. Fee to be mutually agreed upon in writing by both the Owner and Architect prior to commencement of work by the Architect.

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 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-Five	percent (45	%)
Bidding or Negotiation Phase	Five	percent (5	%)
* Construction Phase	Ten	percent (10	%)
<i>(Row deleted)</i>				
Total Basic Compensation	one hundred	percent (100	%)

*** This portion of the fee shall be invoiced each month in direct proportion to the amount of Work completed by the Contractor.**

§ 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, including alternates, 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.)

Employee or Category	Rate (\$0.00)
Principals	\$270.00/Hour
Associates	\$160.00/Hour
Sr. Project Architects	\$150.00/Hour
Project Architects	\$135.00/Hour
Sr. Project Managers	\$125.00/Hour
Project Managers	\$110.00/Hour
Revit Technician	\$120.00/Hour
CADD Operator Level I	\$90.00/Hour
CADD Operator Level II	\$70.00/Hour
Sr. Construction Administration	\$135.00/Hour
Construction Administration	\$110.00/Hour
Administration	\$95.00/Hour

§ 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. Dedicated data and communication services, teleconferences, Project web sites, and extranets;

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- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents;
- .4 Postage, handling, and delivery;
- .5 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .6 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .7 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;

(Paragraph deleted)

- .8 Site office expenses;
- .9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .10 Other similar Project-related expenditures.

§ 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 2.5 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:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of N/A (\$ 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.

§ 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.)

The rate of interest on unpaid amounts shall be equal to the interest on judgments of the district courts of the State of Oklahoma as established from time to time but shall never exceed 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:

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(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Delete Section 8.2 - "Mediation" and Section 8.3 - "Arbitration" in their entirety and replace with the following: "Notwithstanding the provisions of any other documents to the contrary, including, but not limited to AIA Document A201 – 2017 General Conditions of the Contract for Construction., the parties mutually agree that neither may be compelled to submit disputes, arising under or related to this Agreement to any form of binding mediation and/or arbitration."

§ 12.2 The Architect will not knowingly allow any employee of the Architect or of any of his consultants to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

§ 12.3 The Architect will furnish a signed statement stating that to the best of his knowledge no employee working on school premises during normal school hours under the authority of the Architect is in violation of the provisions of this Article.

§ 12.4 The Architect agrees to request a similar compliance statement from the Contractor and all subcontractors employed by the Contractor on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements.

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 B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

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

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 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.)

- .4 Other documents:

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

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

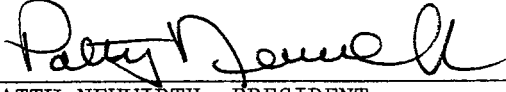
20-17

OWNER (Signature)

Kevin Hime, Superintendent
(Printed name and title)

ARCHITECT (Signature)

Jay W. Boynton, Principal
(Printed name, title, and license number, if required)



PATTY NEUWIRTH, PRESIDENT
LAWTON BOARD OF EDUCATION

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CWA

Douglass Renovation

 **AIA** Document A133™ – 2009

BOARD APPROVED

APR 06 2021

LAWTON PUBLIC SCHOOLS

Standard Form of Agreement Between Owner and Construction Manager 6.24.21
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 Tenth day of March in the year Two Thousand Twenty-One
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

Lawton Public Schools
753 Fort Sill Blvd
Lawton, OK 73507-1009

and the Construction Manager:
(Name, legal status and address)

Joe D. Hall General Contractors, LLC
P.O. Box 100
Elk City, OK 73648

for the following Project:
(Name and address or location)

Lawton Public Schools
Conference Center
Gore Blvd
Lawton, OK

The Architect:
(Name, legal status and address)

Boynton Williams and Associates
3637 West Main St.
Norman, OK 73072

The Owner's Designated Representative:
(Name, address and other information)

Kevin Hime
753 Fort Sill Blvd.
Lawton, OK 73507-1009
580-357-6900

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™-2007, 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 Construction Manager's Designated Representative:
(Name, address and other information)

Joe D. Hall
105 Clyde Ave.
Elk City, OK 73644
Telephone Number: 580-225-3770
Fax Number: 580-225-3420

The Architect's Designated Representative:
(Name, address and other information)

The Owner and Construction Manager agree as follows.

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(Paragraph Deleted)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 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 the 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 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. 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.

§ 1.2 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.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

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ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. 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.

§ 2.1 Preconstruction Phase

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

§ 2.1.2 Consultation

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. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; 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.

§ 2.1.3 When Project requirements in Section 3.1.1 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 could 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 well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

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

§ 2.1.5 Preliminary Cost Estimates

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

§ 2.1.5.2 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, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

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

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager

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shall expedite and coordinate the ordering and delivery of materials that must be ordered well 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 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.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. 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.

§ 2.1.9 Notices and 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 for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 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 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .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, allowances, contingency, 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.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and 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.

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§ 2.2.6 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.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 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.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 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 by 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 and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (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 Contract Time and 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 and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 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 prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, 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 Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

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§ 2.3.2.5 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 to the Owner and Architect.

§ 2.3.2.6 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 submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 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. The Construction Manager shall also 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.

§ 2.3.2.8 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 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 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.

§ 3.1.2 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. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 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 Section 6.1.1, (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.

§ 3.1.4 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.

§ 3.1.4.1 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.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a 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 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.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to 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.

§ 3.1.4.4 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.

§ 3.2 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 A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **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.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, 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 a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(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

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§ 4.1.3 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.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

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

§ 4.2.2 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.
(Insert rate of monthly or annual interest agreed upon.)

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ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 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 Construction Management Fee shall be 10% of the cost of construction as set forth in this contract. General Requirements are considered cost of construction. Included in this contract will be added a 2% Contingency. Contingency subject to change based on owner, architect, and construction manager determination at award of project.

§ 5.1.2 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% for General Requirements based on the cost of the additional work and no deduct in C.M. Fee or General Requirements for DEDUCT Change Orders.

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

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

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

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(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 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 Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 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 Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 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 5.1.2 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 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages 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.

Project Manager: \$95/hr

Assistant Project Manager: \$75/hr

Project Superintendent: \$90/hr

Clerical: \$50/hr

Carpentry Labor: \$45/hr

General Labor: \$35/hr

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§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, 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.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such 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 6.2.1 through 6.2.3.

§ 6.2.5 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, with the Owner's prior approval.

§ 6.3 Subcontract Costs

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

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 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.

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

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling 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.

§ 6.5.2 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 costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

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

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 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.

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

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. 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 .375% and reimbursement for General & Professional Liability Insurance shall be at a rate of .45% of the cost of construction. Compensation for bonds shall be 2% of the construction cost of the project.

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

§ 6.6.3 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.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and 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. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

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

§ 6.6.8 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.

§ 6.6.9 Subject to the Owner's prior approval, 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.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 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 Section 10.4 of AIA Document A201-2007.

§ 6.7.3 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 negligence or failure to fulfill a specific responsibility of 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.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 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 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 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 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of 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 to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 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 them 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.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 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, 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 Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, 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 Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 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, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction

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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 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 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.

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

§ 7.1.3 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 certified amount 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 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.)

§ 7.1.4 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 cash disbursements 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, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 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 the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 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 for which the Construction Manager has made or intends to make actual 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.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take 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 schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add 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 Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of Zero percent (0.00 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the

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- same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Zero percent (0.00 %) from that portion of the Work that the Construction Manager self-performs;
 - .5 Subtract the aggregate of previous payments made by the Owner;
 - .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
 - .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements. The percentage of retainage held on Subcontractors shall be 5%.

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

§ 7.1.10 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 shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or 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.

§ 7.2 Final Payment

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

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, 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.

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:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, 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 Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be 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 Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction

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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.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager 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 the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007. *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Performance Bond	
Payment Bond	
Maintenance Bond	

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, 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.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 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.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 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 Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services 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 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 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 10.1.2:

- 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 5.1 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.

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 which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. 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 10, 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.

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.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager’s Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager 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. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

Project Manager: \$95/hr
Assistant Project Manager: \$75/hr
Project Superintendent: \$90/hr
Clerical: \$50/hr
Carpentry Labor: \$45/hr
General Labor: \$35/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 and 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. Lawton 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 certification and onsite verification and for ensuring their accuracy and substance. Following a Lawton Public Schools will be provided with a summary analysis detailing the energy-saving improvements and the final Section 179D deduction amount.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 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.

init.

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User Notes:

efficient commercial building property. The taxpayer receiving the allocation is solely responsible for obtaining the required certification and onsite verification and for ensuring their accuracy and substance. Following a Lawton Public Schools will be provided with a summary analysis detailing the energy-saving improvements and the final Section 179D deduction amount.

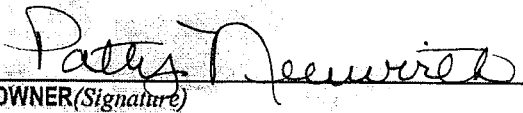
ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 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.

§ 12.2 The following documents comprise the Agreement:

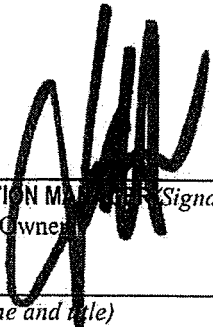
- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
 - .4 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

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



OWNER (Signature)
PATTY NEUWIRTH, PRESIDENT
LAWTON BOARD OF EDUCATION

(Printed name and title)



CONSTRUCTION MANAGER (Signature)
Joe D. Hall, Owner

(Printed name and title)

BOARD APPROVED

AUG 20 2020

LAWTON PUBLIC SCHOOLS

6-24-21

AIA Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> #2004 LPS-Lawton High School Gym & Auditorium HVAC Lawton, Oklahoma	CONTRACT INFORMATION: Contract For: General Construction Date: June 4, 2020	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: July 22, 2020
OWNER: <i>(Name and address)</i> Lawton Public Schools 753 NW Ft. Hill Blvd. Lawton, OK 73507	ARCHITECT: <i>(Name and address)</i> Architects in Partnership, LLC 3220 Marshall Avenue Norman, OK 73072	CONTRACTOR: <i>(Name and address)</i> Cavins Construction Group, LLC 1839 Atchison Drive Norman, OK 73069

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Contingency Amount: \$10,000.00

Relocate Existing Cleanout Adjacent to Electrical Panel	\$449.00
Roof Access Ladder	\$1,902.00
Additional Gym Roof Steel	\$2,384.00

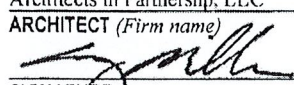
Remaining Contingency: \$5,265.00

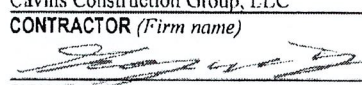
The original Contract Sum was	\$	1,134,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,134,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	
The new Contract Sum including this Change Order will be	\$	1,134,000.00

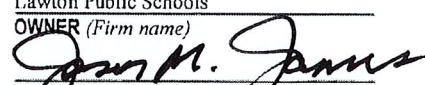
The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

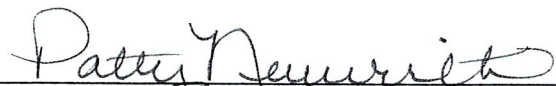
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architects in Partnership, LLC
ARCHITECT *(Firm name)*

SIGNATURE
 Cory Miller Sr. Project Mgr/Associate
PRINTED NAME AND TITLE
 July 22, 2020
DATE

Cavins Construction Group, LLC
CONTRACTOR *(Firm name)*

SIGNATURE
 Gary Cavins, President
PRINTED NAME AND TITLE
 July 22, 2020
DATE

Lawton Public Schools
OWNER *(Firm name)*

SIGNATURE
 Jason M. JAMES
PRINTED NAME AND TITLE
 8/04/2020
DATE

EMERGENCY APPROVAL


 PATTY NEUWIRTH, PRESIDENT
 LAWTON BOARD OF EDUCATION
 8/20/2020

CAVINS

CONSTRUCTION GROUP

COMMERCIAL GENERAL CONTRACTOR
1839 Atchinson Dr., Norman 73069
405-573-3048

Attention:
Miller, AiP

Cory Project:
Lawton Public Schools - Lawton High School Gym & Auditorium HVAC

Proposal Request No.:
001

Date:
06/29/2020

Contractor's Proposal Request 001 in response to RFI No. 01 for cost of relocating existing plumbing cleanout in order mount new panel on exterior wall to meet code.

Direct Costs									
Description	Quantity	Unit	Cost/Unit	Labor Cost	Quantity	Cost/Unit	Material Cost	Equipment Cost	Total Cost
Project Manager		Hourly	\$ 90.00	\$ -		\$ -			\$ -
Supervision	2	Hourly Rate	\$ 69.07	\$ 138.14	0	\$ -	\$ -	\$ -	\$ 138.14
Plumber		Hourly	\$ 90.00	\$ -	0	\$ -			\$ -
Labor		Hourly Rate	\$ 65.00	\$ -	0	\$ -	\$ -		\$ -
			\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
Total Direct Costs:									\$ 138.14

Subcontractors/Suppliers		
Company	Description	Total Cost
Cavins Plumbing		\$ 275.00
Total Subs/Suppliers Cost:		\$ 275.00

Indirect Costs									
Description	Quantity	Unit	Cost/Unit	Labor Cost	Quantity	Cost/Unit	Material Cost	Equipment Cost	Total Cost
Offsite Supervision	0	Hourly	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
Home Office Overhead	0	Hourly	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
Total Indirect Costs:									\$ -

Consequential Costs		
Description	Explanation	Total Cost
N/A	N/A	\$ -
Total Consequential Costs:		\$ -

Cost Summary	
Direct Costs	\$ 138.14
Subs/Suppliers	\$ 275.00
Indirect Costs	\$ -
Subtotal	\$ 413.14
GL Insurance - 1%	\$ 4.13
WC Insurance - 1%	\$ 4.13
O&P - 10% on Direct Cost	\$ 13.81
O&P-5% on Subcontractors	\$ 13.75
Consequential Costs	\$ -
Total Cost Required:	\$ 449.00

Approval	
Signature: <u>Josh Copeland</u>	Cavins Construction Group
Date: <u>6/29/2020</u>	
Signature: _____	Customer
Date: _____	

CAVINS

CONSTRUCTION GROUP

COMMERCIAL GENERAL CONTRACTOR
1839 Atchinson Dr., Norman 73069
405-573-3048

Attention: Cory Miller, AiP **Project:** Lawton Public Schools - Lawton High School Gym & Auditorium HVAC

Proposal Request No.: 002 **Date:** 07/22/2020

ASI 001 Changes

Direct Costs									
Description	Unit	Cost/Unit	Labor Cost	Quantity	Cost/Unit	Material Cost	Equipment Cost	Total Cost	
Project Manager	2 Hourly	\$ 90.00	\$ 180.00		\$ -			\$ 180.00	
Supervision	4 Hourly Rate	\$ 69.07	\$ 276.28	0	\$ -	\$ -	\$ -	\$ 276.28	
Plumber	Hourly	\$ 90.00	\$ -	0				\$ -	
Labor	Hourly Rate	\$ 65.00	\$ -	0	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -	
Total Direct Costs:									\$ 456.28

Subcontractors/Suppliers		
Company	Description	Total Cost
CNC Metal Shape Construction, LLC	ASI 001: Adding exterior ladder for roof access.	\$ 1,300.00
Total Subs/Suppliers Cost:		\$ 1,300.00

Indirect Costs									
Description	Quantity	Unit	Cost/Unit	Labor Cost	Quantity	Cost/Unit	Material Cost	Equipment Cost	Total Cost
Offsite Supervision	0	Hourly	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
Home Office Overhead	0	Hourly	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
Total Indirect Costs:									\$ -

Consequential Costs		
Description	Explanation	Total Cost
N/A	N/A	\$ -
Total Consequential Costs:		\$ -

Cost Summary	
Direct Costs	\$ 456.28
Subs/Suppliers	\$ 1,300.00
Indirect Costs	\$ -
Subtotal	\$ 1,756.28
GL Insurance - 1%	\$ 17.56
WC Insurance - 1%	\$ 17.56
O&P - 10% on Direct Cost	\$ 45.63
O&P - 5% on Subcontractors	\$ 65.00
Consequential Costs	\$ -
Total Cost Required:	\$ 1,902.00

Approval
Signature: <u>Josh Copeland</u> Cavins Construction Group
Date: <u>7/22/2020</u>
Signature: _____ Customer
Date: _____

CAVINS

CONSTRUCTION GROUP

COMMERCIAL GENERAL CONTRACTOR
1839 Atchinson Dr., Norman 73069
405-573-3048

Attention:
Cory Miller, AiP

Project:
Lawton Public Schools - Lawton High School Gym & Auditorium HVAC

Proposal Request No.:
003

Date:
07/22/2020

ASI 002 Changes

Direct Costs									
Description	Unit	Cost/Unit	Labor Cost	Quantity	Cost/Unit	Material Cost	Equipment Cost	Total Cost	
Project Manager	2 Hourly	\$ 90.00	\$ 180.00		\$ -			\$ 180.00	
Supervision	4 Hourly Rate	\$ 69.07	\$ 276.28		\$ -	\$ -	\$ -	\$ 276.28	
Plumber	Hourly	\$ 90.00	\$ -		\$ -			\$ -	
Labor	Hourly Rate	\$ 65.00	\$ -		\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	
Total Direct Costs:									\$ 456.28

Subcontractors/Suppliers		
Company	Description	Total Cost
CNC Metal Shape Construction, LLC	ASI 002: Additional steel changes to deck support to allow for curb support steel installation	\$ 1,750.00
Total Subs/Suppliers Cost:		\$ 1,750.00

Indirect Costs									
Description	Quantity	Unit	Cost/Unit	Labor Cost	Quantity	Cost/Unit	Material Cost	Equipment Cost	Total Cost
Offsite Supervision	0	Hourly	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
Home Office Overhead	0	Hourly	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
Total Indirect Costs:									\$ -

Consequential Costs		
Description	Explanation	Total Cost
N/A	N/A	\$ -
Total Consequential Costs:		\$ -

Cost Summary	
Direct Costs	\$ 456.28
Subs/Suppliers	\$ 1,750.00
Indirect Costs	\$ -
Subtotal	\$ 2,206.28
GL Insurance - 1%	\$ 22.06
WC Insurance - 1%	\$ 22.06
O&P - 10% on Direct Cost	\$ 45.63
O&P - 5% on Subcontractors	\$ 87.50
Consequential Costs	\$ -
Total Cost Required:	\$ 2,384.00

Approval	
Signature: <u>Josh Copeland</u>	_____
Cavins Construction Group	
Date: <u>7/22/2020</u>	_____
Signature: _____	_____
Customer	
Date: _____	_____

BOARD APPROVED

JUN 25 2020

LAWTON PUBLIC SCHOOLS

6.24.21

 **AIA** Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Board of Education, ISD #008
Lawton Public Schools
753 NW Ft. Sill Blvd.
Lawton, Oklahoma 73507
Telephone Number: (580) 355-2517
Fax Number: (580) 355-8630

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

Cavins Construction Group, LLC
1839 Atchison Drive
Norman, Oklahoma 73069
Phone Number: (405) 573-3048

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

#2004 Lawton Public Schools – Lawton High School Gym & Auditorium HVAC Renovation
Lawton, Oklahoma

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

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

The Owner and Contractor 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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1701343321)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 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. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
- A date set forth in the notice to proceed issued by the Architect.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

Not later than One Hundred Twenty (120) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million One Hundred Thirty Four Thousand Dollars and 00/Cents (\$1,134,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1	\$181,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Contingency Allowance	\$10,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

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

§ 4.6 Other:

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

1.13 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 10 percent overhead and profit on the net cost of our own Work;

2. 5 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus .5% of the overhead and profit percentage noted above.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth (20th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth (14th) 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 per prompt pay statute.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 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.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 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 Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor 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; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 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:

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(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.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

In compliance with state law.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

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

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor'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; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 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.)

Ten percent (10%) per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this 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.)

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§ 6.2 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 Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor 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 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

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

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 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.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Dr. Tom Thomas, Interim Superintendent
Lawton Public Schools
753 NW Ft. Sill Blvd.
Lawton, Oklahoma 73507
Telephone Number: (580) 355-2517

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Gary Cavins, President
Cavins Construction Group, LLC
1839 Atchison Drive
Norman, Oklahoma 73069
Phone Number: (405) 573-3048

Init.

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User Notes:

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 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.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
Refer to Specification Section attached hereto as Exhibit "B"	Title of Drawings	3/26/2020

- .6 Specifications

Section	Title	Date	Pages
Refer to Specification Section 00 0110 Table of Contents attached hereto as exhibit "A"	Table of Contents	3/26/2020	3

- .7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	4/9/2020	12
Addendum No. 2	4/10/2020	4
Addendum No. 3	4/13/2020	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

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Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

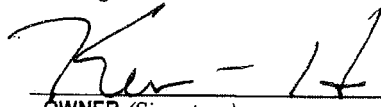
Document	Title	Date	Pages
00 7200	General Conditions and Supplements	3/26/2020	44

.9 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 Contractor'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.)

EMERGENCY APPROVAL 6/4/2020

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



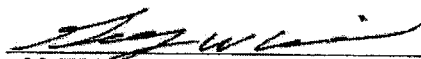
OWNER (Signature)

Superintendent

Lawton Board of Education

Lawton Public Schools

(Printed name and title)

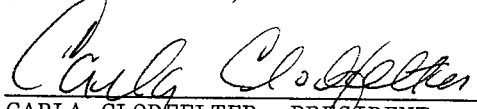


CONTRACTOR (Signature)

Gary Cavins, President

Cavins Construction Group, Inc.

(Printed name and title)



CARLA CLODFELTER, PRESIDENT

LAWTON BOARD OF EDUCATION

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APR 16 2020

LAWTON PUBLIC SCHOOLS

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum 6.24.21

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009
Telephone Number: (580) 355-2517
Fax Number: (580) 355-8630

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

Cavins Construction Group LLC
1839 Atchison Drive
Norman, Oklahoma 73069
Phone Number: (405) 573-3048

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

#1911B Lawton Public Schools-MacArthur High School Gym HVAC Renovation
Lawton, Oklahoma

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

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

The Owner and Contractor 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.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. 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.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 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. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
A date set forth in the notice to proceed issued by the Architect.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

- Not later than One Hundred Ten (110) calendar days from the date of commencement of the Work.
- By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Eighty Thousand Dollars and 00/Cents (\$380,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
Contingency Allowance	\$10,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:

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

§ 4.6 Other:

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth (20th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth (14th) 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 per prompt pay statute.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 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.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- 1 That portion of the Contract Sum properly allocable to completed Work;
- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 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 Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor 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; and
- 5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 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.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

In compliance with state law.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

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

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor'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; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 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.)

Ten percent (10%) per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this 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.)

§ 6.2 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 Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor 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 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

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

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 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.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Dr. Tom Thomas, Interim Superintendent
Lawton Public Schools
753 NW Ft. Sill Blvd.
Lawton, Oklahoma 73501

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Gary Cavins, Founder and President
Cavins Construction Group LLC
1839 Atchison Drive
Norman, Oklahoma 73069
Phone Number: (405) 573-3048

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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User Notes:

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§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 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.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1** AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2** AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3** AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4** AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Refer to Specification Section attached hereto as Exhibit "B"	Title of Drawings	1/14/2020

.6 Specifications

Section	Title	Date	Pages
Refer to Specification Section 00 0110 Table of Contents attached hereto as exhibit "A"	Table of Contents	1/14/2020	3

.7 Addenda, if any:

Number	Date	Pages
Addenda No. 1	2/7/2020	6

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

Int.

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

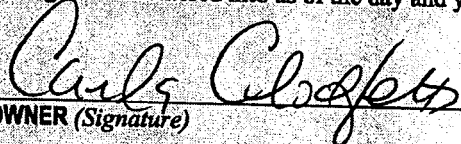
[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 7200	General Conditions and Supplements	1/14/2020	52

.9 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 Contractor'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.)

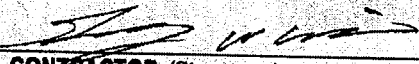
This Agreement entered into as of the day and year first written above.


OWNER (Signature)

CARLA CLODFELTER, PRESIDENT

Lawton Board of Education
Lawton Public Schools

RC


CONTRACTOR (Signature)

Gary Cavins, Founder and President
Cavins Construction Group LLC

(Printed name and title)

Init.

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User Notes:

(826684751)

Lawton Public Schools
Business Operations
Report of the Clerk
June 23, 2022

**REQUEST APPROVAL OF THE FOLLOWING CONTRACTS/AGREEMENTS:
NEW, ANNUAL RECURRING, ONGOING**

Affinity Marketing Agreement General Fund (11) Affinity Cards

Allied Lab, Inc.
Renewal of Contract for Drug and Alcohol Testing
Students / Transportation

Amplified IT General Fund (11) Chromebook Maintenance

BancFirst
Risk Management Consulting Agreement

Broadcast Agreement
KMGZ

Cameron University
Annual Fee Waiver Request 2022-2023 - Use of facilities for stadium / meeting rooms

CDW-G
Crowdstrike Renewal

Chuck E. Wade Jr.
Attorney

CIPA
Certification of the Children's Internet Protection Act

Comanche County Educational Facilities
Lease Purchase Agreement

Comanche County Regional Juvenile Detention Center General Fund (11) Provide educational services to eligible students in
JDC

Green Family Investments LP Extension of Lease Agreement 2022-2023 General Fund (11) 421 Simpson Used to House
Grounds Dept and Storage

Impact Aid Indian Policies and Procedures

Insurica
Insurance Summary for 2022-2023

Johnson-O'Malley Program Federal Programs (563) Parent Committee By-Laws and Grievance Policy

Kevin Hime
Superintendent Contract

Lawton Steam Camp
Youth and Family Affairs Committee, Lawton City Council

Marie Detty Youth and Family Services

NORTHPOINT CLAIMS
SETTLEMENT AND RELEASE AGREEMENT(S): HAIL CLAIMS

Oklahoma School Assurance Group (OSAG)
2021-2022 Workers' Compensation Insurance General Fund (11) Oklahoma Schools insurance Group (OSIG)

Oklahoma State Regents for Higher Education EHS, LHS, MHS
Assist with FAFSA

Rosenstein, Fist & Ringold (Karen Long) General Fund (11) Legal Services for 202-2023

Title VI Indian Education Program Indian Parent Committee Bylaws

AFFINITY MARKETING AGREEMENT

This Affinity Marketing Agreement (the "Agreement") is made and entered into as of February 2, 2018 (the "Effective Date"), by and between ARVEST BANK, Fayetteville, Arkansas ("Arvest"), and Lawton Schools ("Endorser"), with reference to the following:

WHEREAS, Arvest desires to market and promote the use of its VISA debit cards (collectively, the "Cards") to its current and prospective customers using Endorser's name, trademarks, service marks and logo (collectively, the "Marks") upon the terms and conditions set forth herein; and

WHEREAS, Endorser desires to have its Marks identified on the Cards pursuant to the terms of this Agreement (each, an "Affinity Card," and collectively, the "Affinity Cards").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Marketing of Affinity Cards. Throughout the Term (as hereinafter defined), Arvest and Endorser shall cooperate to develop advertising, marketing strategies and materials to promote the use of the Affinity Cards. In connection therewith, Arvest may, from time to time, present to Endorser promotional and solicitation strategies. Endorser shall provide to Arvest the artwork to be included on the Affinity Cards. Prior to use, Arvest and Endorser must mutually approve in writing (a) the promotional and solicitation strategies and the artwork, and (b) all advertising and marketing materials relating to the Affinity Cards; which approvals shall not be unreasonably withheld or delayed. Endorser shall not independently undertake any marketing of the Affinity Cards without Arvest's prior written consent.

Additional terms and conditions of the marketing contemplated in this Agreement, including the consideration to be paid to Endorser, are set forth on **Appendix A** attached hereto.

2. Marks. For the duration of the Term, Endorser hereby grants to Arvest a non-transferable, Non-exclusive and royalty-free license to use the Marks on its Cards and in its advertising and marketing materials promoting use of the Affinity Cards as contemplated in this Agreement. In consideration of the payments to Endorser described on **Appendix A**, Arvest shall have the Non-exclusive right to utilize the Marks in connection with debit cards. Endorser represents and warrants that (a) it is the owner of the Marks, (b) has authority to grant the license extended hereunder, and (c) the Marks do not infringe the rights of any third party. Endorser will deliver the Marks to Arvest within fifteen (15) days after execution of this Agreement. Nothing in this Agreement shall confer upon Arvest a proprietary interest of any kind in or to the Marks, other than the right to use the Marks in accordance with the terms and conditions of this Agreement.

3. Records. Arvest shall accurately account for the issuance and activation of all of the Affinity Cards and maintain accurate records thereof. Arvest shall make records of its issuance of Affinity Cards available for inspection by representatives of Endorser upon reasonable notice, during normal business hours and subject to Arvest's reasonable security procedures. Endorser understands that Arvest shall not disclose to Endorser, and Endorser shall not have access to, any non-public, non-published customer information or other privacy protected data, which information shall remain confidential in all respects. Further, the terms of this Agreement and any

proposal, financial information and/or proprietary information provided by or on behalf of one party to the other party are confidential. Such confidential information will not be disclosed by the recipient thereof to any other person or entity, except as permitted under this Agreement, as required by operation of law or as mutually agreed in writing.

4. Cardholders. Arvest will issue Affinity Cards to prospective customers based upon Arvest's customary practices and shall make all decisions and bear all risk with respect to each customer's account(s). Arvest shall be identified as the issuer of each Affinity Card and have the sole and exclusive right to make all determinations with respect to the terms and features and issuance of the Affinity Cards.

5. Term. The initial term of this Agreement shall begin on the Effective Date and continue until December 31 of the calendar year of the Effective Date ("Initial Term"). Subject to the terms and conditions set forth in **Appendix A**, this Agreement shall automatically renew for successive periods of one (1) year each (each, a "Renewal Term"), unless either party delivers to the other party written notice, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term, of its election not to extend this Agreement beyond the then-scheduled expiration date. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term." Notwithstanding the foregoing, if there is a material default by either party under this Agreement, and such default shall continue for a period of fifteen (15) days after written notice thereof, the non-defaulting party shall have the right to terminate this Agreement upon at least fifteen (15) days' additional written notice.

Upon the expiration or termination of this Agreement, (a) the obligations of the parties set forth in **Appendix A** shall survive such expiration or termination, (b) Arvest shall discontinue use of the Marks; provided, however, that Arvest shall not be required to invalidate any Affinity Card issued during the Term prior to such Affinity Card's normal expiration or termination date, and (c) for a period of one (1) year following such expiration or termination, Endorser agrees that it shall not, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a debit card to any persons who are holders of Affinity Cards.

6. Condition. This Agreement is expressly made conditional upon Arvest's receipt of written approval of the transactions contemplated herein and the design of the Affinity Cards from VISA U.S.A. Inc. If approval is not obtained within thirty (30) days after the execution of this Agreement, this Agreement shall automatically terminate, and each party shall be released from its obligations hereunder.

7. Indemnity. Endorser shall defend, indemnify and hold Arvest and its affiliates harmless from and against any and all claims, losses, liability, damages, costs and expenses (including reasonable attorneys' fees) directly or indirectly arising from or related to any actual or alleged infringement (including contributory infringement), misappropriation or violation of any third party's patents, copyrights, trade secret rights, trademarks or other intellectual property or proprietary rights of any nature in any jurisdiction, resulting from the use of the Marks or other materials produced hereunder. The respective rights and obligations of the parties under this section shall survive termination of this Agreement.

8. Other Affinity Programs. Endorser acknowledges that Arvest is, and shall remain during the Term, the issuer of Cards through this and other affinity programs which may be in competition with the Affinity Cards contemplated hereunder. Endorser acknowledges that the other programs may contain benefits and terms that are different from those offered under this Agreement.

9. Miscellaneous.

9.1 Assignment. Neither party may transfer or assign its rights or delegate its duties under this Agreement without the prior written consent of the other; provided, however, that Arvest may assign any of its rights and obligations hereunder to an affiliate or successor if such affiliate or successor assumes, either expressly or by operation of law, all of Arvest's obligations hereunder.

9.2 Notices. Notices under this Agreement shall be in writing and shall be deemed to have been given when delivered in person one (1) business day after being sent by overnight courier, charges prepaid, or four (4) business days after being mailed, postage prepaid, by registered or certified mail, in each case to the address set forth below:

(a) If to Arvest:

Arvest Bank
Attn: Rick Wood
ETS Dept.
202 S. Goad Springs Rd.
Lowell, AR 72745

(b) If to Endorser:

Attention: _____
Address: _____ City: _____
State: _____ Zip: _____

or to such other address as any party may from time to time designate by notice given to the other party in the manner provided herein.

9.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

9.4 Amendment; Waiver. This Agreement may be amended only by a written agreement signed by the parties hereto. A waiver of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach.

9.5 Binding Effect. This Agreement shall be binding upon all parties and their respective successors and permitted assigns.

9.6 Severability. If any provision of this Agreement as applied to any party or to any circumstances shall be adjudged by a court of competent jurisdiction to be void or

unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.

9.7 Counterparts; Facsimile. This Agreement may be executed in counterparts, each of which will be deemed an original. A facsimile or other electronic transmission of a signed counterpart of this Agreement shall be sufficient to bind the party or parties whose signature(s) appear thereon.

9.8 No Agency. The parties are independent contractors. Nothing in this Agreement creates any agency, partnership, employment, joint venture, partnership or fiduciary relationship between the parties, and neither party shall have the right or authority to act for or on behalf of the other party.

9.9 Entire Agreement. This Agreement and attached appendix constitute the entire agreement and understanding between the parties with respect to the subject matter hereof, and there are no agreements, understandings, specific restrictions, warranties or representations relating to such subject matter between the parties other than those set forth herein.

EXECUTED as of the day and year first above written.

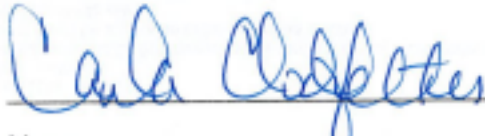
ARVEST:

ARVEST BANK

By: _____
Name: Gloria Martinez
Title: Sales Manager

ENDORSER:

LAWTON PUBLIC SCHOOLS

By: 
Name: CARLA CLODFELTER
Title: VICE PRESIDENT
LAWTON BOARD OF EDUCATION

APPENDIX A
to
Affinity Marketing Agreement

This **Appendix A** is a part of the Affinity Marketing Agreement (the "Agreement") between Arvest and Endorser. The terms and conditions of this **Appendix A** shall supplement and govern the Agreement, and capitalized terms not otherwise defined herein shall have the same meaning as specified in the Agreement.

Rewards to Endorser:

Arvest shall pay Endorser the following rewards relating to the Affinity Cards issued and activated by Arvest during the Term:

Execution Reward - Within thirty (30) days following the Effective Date, Arvest shall pay Endorser the aggregate sum of \$ 1000 .

Annual Renewal Reward - Subject to the agreement of the parties as described below, Arvest shall pay Endorser the aggregate sum of \$ 1000 promptly following the commencement of any Renewal Term.

Per Card Reward - Subject to the agreement of the parties as described below, within thirty (30) days of expiration of the Initial Term or any Renewal Term, Arvest will pay Endorser an aggregate sum equal to the lesser of either (a) \$ 0 per Affinity Card issued and activated during the Initial Term or any Renewal Term, as applicable, or (b) \$ 0 .

The parties agree that they will review the "annual renewal" and "per card" rewards reflected in this **Appendix A** prior to the expiration of the Initial Term and any Renewal Term. The Agreement shall immediately terminate if the parties are unable to agree on the amounts of such rewards for the subsequent Renewal Term.

ALLIED LAB. INC.



5243 NORTHWEST CACHE ROAD
LAWTON, OKLAHOMA 73505
PHONE: 580-248-9679
FAX: 580-351-0911
Email: lawsonlab@all.net

June 1, 2022

Public School System: Superintendent and Board of Education

ATTENTION: Superintendent of Schools

REFERENCE: CONTRACT FOR STUDENT DRUG TESTING FOR FISCAL YEAR SCHOOL YEAR 2022-2023

It is time to renew your contract for Drug Testing for the upcoming school year of July 1, 2022 through June 30, 2023. This renewal extends all of the terms of the present agreement for onsite services and urine drug screen collection and testing. This form covers all of the terms of the services and all collection event procedures for eligible students in the random testing program at your campus.

Please print and sign two copies of the contract renewal signed by the Director of Business Operations at Allied Lab, Inc. Please return a copy signed by the authorized personnel to Allied Lab Inc, via electronic transmission or USPS mail and keep a copy for your records.

If you have any questions, please call 580-248-9679 to speak with Andrea Evans, Lab Supervisor, Doug Walters, On-site Coordinator or to DeAna M. Gutierrez-Walters, President.

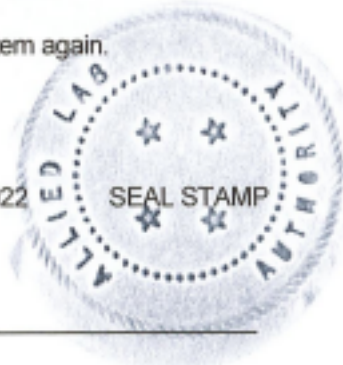
Thank you for the opportunity to provide these services for your school system again.

ALLIED LAB, INCORPORATED

De Ana Gutierrez-Walters

DATE: June 1, 2022

De Ana Gutierrez-Walters, President, CPCT, CBAT
Director of Business Operations/Safety



DATE: _____

Authorized School Representative

ARTICLE 1 CONTRACT PRICES

\$25.00 PER TEST/UNIT ALL INCLUSIVE PRICING (screen and confirm* if required)

***all non-negative samples will be confirmed by GC/MS Laboratory services**

(No trip charge or mileage will be assessed for on-site event of 20 or more students per event)

Allied Lab, Inc 5243 NW Cache Road Lawton, OK 73505 Phone 580-248-9679 Fax 580-351-0911

JUN 6 2022

EXHIBIT (A)

SERVICES

PRICING

NON FEDERAL URINE DRUG TEST

\$25.00 per unit (*20 test min.)

**minimum 20 or more onsite SDT or a \$25.00 trip charge will apply*

DATE: _____

Authorized Signature of District
Representative

ALLIED LAB INC OF LAWTON OSHD MEDICAL FACILITES LICENSE NO 8003

DMWaters DATE: *6/1/22*
Authorized Signature of Contractor Representative



CONTRACT-STUDENT SUBSTANCE OF ABUSE TESTING

THIS AGREEMENT made and entered into this 1st day of July, in the year 2022 by and between **LAWTON PUBLIC SCHOOL SYSTEM, LAWTON, OKLAHOMA** hereinafter referred to as "DISTRICT" and **ALLIED LAB, INC.**, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, DISTRICT operates the Lawton Public School System, and is in need of having certain services provided by CONTRACTOR, and

WHEREAS, CONTRACTOR has submitted to DISTRICT exclusive pricing to perform certain services to the DISTRICT, and

WHEREAS DISTRICT, has accepted said exclusive pricing contract and proposal.

NOW, THEREFORE, IN CONSIDERATION OF mutual covenants and agreements of the parties hereto to be well and truly observed and faithfully kept and performed by them and each of them, it is agreed by and between parties hereto as follows:

ARTICLE I

SCOPE OF WORK

CONTRACTOR will, in a good, substantial and workmanlike manner and in conformity with the plans and specifications prepared by the DISTRICT OR DISTRICTS representative for the project described as

DRUG AND ALCOHOL TESTING

Said plans and specifications being incorporated herein by reference as an integral part of this Contract provide all labor and furnish all materials, and equipment necessary to perform all of the work required in connection with the making of improvements required by said plans and specifications. **ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE AS REQUIRED BY STANDARDS OF TITLE 40 OF THE OKLAHOMA STATUTE. ALL COLLECTION EVENTS WILL BE COMPLETED BY STATE AND FEDERALLY CERTIFIED PERSONNEL OF ALLIED LAB, INC. OF LAWTON, OKLAHOMA OKLAHOMA STATE LICENSE # 8003**

ARTICLE II

WORKMEN EQUIPMENT AND MATERIALS

CONTRACTOR will, at all times, during the progress of said work, provide sufficient number of workmen of suitable skill and proficiency, and will at all times during the progress of said work, furnish and supply all needed materials of suitable and proper kind and quality and will furnish all necessary machinery, equipment and tools.

ARTICLE III

CONTRACT PRICE

DISTRICT shall pay the CONTRACTOR for the complete performance of the services outlined in this contract, at the agreed upon per unit pricing. *Exhibit (A) attached to this contract, outlines pricing.*

ARTICLE IV
ACCEPTANCE

CONTRACTOR agrees that payment shall not be made by DISTRICT until work has been approved by DISTRICT.

ARTICLE V
PAYMENT

PAYMENT shall be due the CONTRACTOR thirty (30) days after the inspection and approval of all services for the DISTRICT REPRESENTATIVES,

Upon written notice that all work has been completed and is ready for acceptance, DISTRICT OR DISTRICT REPRESENTATIVE, shall promptly make such inspection, and provided that the service is done in conformity with this contract, then DISTRICT shall notify the CONTRACTOR, in writing, and the entire amount of the services provided shall be paid with THIRTY (30) days to the CONTRACTOR.

ARTICLE VI
ASSIGNMENT

CONTRACTOR shall not assign or transfer this contract, nor sublet it as a whole, without written consent of DISTRICT; CONTRACTOR shall provide DISTRICT with a list of any subcontractors used by CONTRACTOR in connection with the work required hereinafter.

The term of this contract shall commence on July 1, 2022 and terminate on June 30th, 2023 at 11:59PM CST, unless automatically renewed by agreement of both parties hereto.

IN WITNESS WHEREOF, the parties has caused this contract to be executed the day and year first above written.

DISTRICT

LAWTON PUBLIC SCHOOL SYSTEMS
BOA/SUPERINTENDENTS OFFICE
LAWTON, OKLAHOMA 73502
BY: _____ DATE: _____
AUTHORIZED SCHOOL REPRESENTATIVE

WITNESS: _____

CONTRACTOR:

ALLIED LAB. INC OF LAWTON, OKLAHOMA
BY: De Ana M Walters DATE: 6/1/23
DE ANA M WALTERS, PRESIDENT, DBO
DIRECTOR OF BUSINESS OPERATIONS



ALLIED LAB. INC.



5243 NORTHWEST CACHE ROAD
LAWTON, OKLAHOMA 73505
PHONE: 580-248-9679
FAX: 580-351-0911
Email: jw@cnlab@all.net

June 1, 2022

Public School System: Superintendent and Board of Education

ATTENTION: Superintendent of Schools

REFERENCE: Renewal of Contract for Drug and Alcohol Testing for School Year 2022-2023

It is time to renew your contract for Drug and Alcohol Testing for the upcoming school year of July 1, 2022 through June 30, 2023. This renewal extends all of the terms of the present agreement for urine drug screen collection and Breath Alcohol Test event procedures for Federal and State mandated employees and transportation associates.

PRICING SHEET FOLLOWS THIS PAGE

Please print and sign two copies of the contract renewal signed by the Director of Business Operations at Allied Lab, Inc. Please return a copy signed by the authorized personnel to Allied Lab Inc, via electronic transmission or USPS mail and keep a copy for your records.

If you have any questions, please call 580-248-9679 to speak with Andrea Evans, Lab Supervisor to DeAna M. Walters, President.

Thank you for the opportunity to provide these services for your school system again.

ALLIED LAB, INCORPORATED

DeAna Walters
De Ana Gutierrez-Walters, President, CPCT, CBAT
Director of Business Operations/Safety

DATE: June 1, 2022



DATE: _____
Authorized School Representative

Cc: Contract Renewal Department-DOT Authority Department

PROTOCOL AND PROCEDURES WILL REMAIN THE SAME FOR FISCAL YEAR 2022-2023

Allied Lab, Inc 5243 NW Cache Road Lawton, OK 73505 Phone 580-248-9679 Fax 580-351-0911

JUN 6

TRANSPORTATION CONTRACT PRICING FOR FISCAL YEAR 2022-2023

D.O.T. Mandated Drug Testing	\$35.00 per unit
Breath Alcohol Testing Service	\$8.00 per unit
D.O.T./BAT Bundled charge	\$43.00 per unit

FMCSA mandatory random rates remain the same in the upcoming fiscal year



D. Wafer date 6/1/22
Allied Lab Inc Representative

_____ date _____
Authorized School Representative

****Other fees are applicable if requested by the Medical Review Officer on a per case basis. These are mandatory and required per 49 CFR Part 40 Regulations. These may include, in certain instances, a D,L stereoisomer and THC-V additional testing on samples at their discretion on samples that are required to go into additional testing for non-negative samples. These prices may cost between \$50.00 and \$200.00 per sample. This is an unavoidable expense that the DOT, DHHS and ODAPC require for compliance with the Federal Regulations.****

CONTRACT-TRANSPORTATION

THIS AGREEMENT made and entered into this 1st day of July, in the year 2022 by and between **LAWTON PUBLIC SCHOOL SYSTEM, LAWTON, OK**, hereinafter referred to as "Employer" and **ALLIED LAB, INC.**, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, EMPLOYER operates the Lawton Public School System, and is in need of having certain services provided by CONTRACTOR, and

WHEREAS, CONTRACTOR has submitted to EMPLOYER exclusive pricing to perform certain services to the EMPLOYER, and

WHEREAS, EMPLOYER has accepted said exclusive pricing, contract and proposal.

NOW, THEREFORE, IN CONSIDERATION OF mutual covenants and agreements of the parties hereto to be well and truly observed and faithfully kept and performed by them and each of them, it is agreed by and between parties hereto as follows:

ARTICLE I

SCOPE OF WORK

CONTRACTOR will, in a good, substantial and workmanlike manner and in conformity with the plans and specifications prepared by the EMPLOYER OR EMPLOYERS representative for the project described as

DRUG AND ALCOHOL TESTING

Said plans and specifications being incorporated herein by reference as an integral part of this Contract provide all labor and furnish all materials, and equipment necessary to perform all of the work required in connection with the making of improvements required by said plans and specifications. **ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE AS REQUIRED BY STANDARDS OF WORKPLACE DRUG AND ALCOHOL TESTING ACT-TITLE 40 OF THE OKLAHOMA STATUTES, AND BY 49 CFR PART 40 OF THE FEDERAL REGISTER GOVERNING TESTING AUTHORITY OF FMCSA IN COMPLIANCE WITH CLEARINGHOUSE AND D.O.T. MANDATORY REGULATIONS. ALL COLLECTION EVENTS WILL BE COMPLETED BY STATE LICENSED AND FEDERAL DEPARTMENT OF TRANSPORTATION CERTIFIED PERSONNEL OF ALLIED LAB, INC, LAWTON, OK.**

ARTICLE II

WORKMEN EQUIPMENT AND MATERIALS

CONTRACTOR will, at all times, during the progress of said work, provide sufficient number of workmen of suitable skill and proficiency, and will at all times during the progress of said work, furnish and supply all needed materials of suitable and proper kind and quality and will furnish all necessary machinery, equipment and tools.

ARTICLE III

CONTRACT PRICE

EMPLOYER shall pay the CONTRACTOR for the complete performance of the services outlined in this contract, at the agreed upon per unit pricing.

ARTICLE IV
ACCEPTANCE

CONTRACTOR agrees that payment shall not be made by EMPLOYER until work has been approved by EMPLOYER.

ARTICLE V
PAYMENT

PAYMENT shall be due the CONTRACTOR thirty (30) days after the inspection and approval of all services provided for EMPLOYER OR EMPLOYER REPRESENTATIVES,

Upon written notice that all work has been completed and is ready for acceptance, EMPLOYER OR EMPLOYERS REPRESENTATIVE, shall promptly make such inspection, and provided that the service is done in conformity with this contract, then EMPLOYER shall notify the CONTRACTOR, in writing, and the entire amount of the services provided shall be paid with THIRTY (30) days to the CONTRACTOR.

ARTICLE VI
ASSIGNMENT

CONTRACTOR shall not assign or transfer this contract, nor sublet it as a whole, without written consent of EMPLOYER; CONTRACTOR shall provide EMPLOYER with a list of any subcontractors used by CONTRACTOR in connection with the work required hereinafter.

The term of this contract shall commence on July 1, 2022 and expired on June 30, 2023 at 11:59PM CST, unless renewed by agreement of both parties hereto.

IN WITNESS WHEREOF, the parties has caused this contract to be executed the day and year first above written.

EMPLOYER:

LAWTON PUBLIC SCHOOL SYSTEM
735 N.W. Fort Sill Boulevard
P.O. Box 1009
LAWTON, OKLAHOMA 73502-1009

BY: _____ DATE: _____
AUTHORIZED SCHOOL REPRESENTATIVE

WITNESS: _____

CONTRACTOR:

~~ALLIED LAB, INC~~
BY: Deana M. Walters DATE: 6/1/22
DEANA M. WALTERS, PRESIDENT
DIRECTOR OF BUSINESS OPERATIONS

ALLIED LABORATORY SEAL



Risk Management Consulting Agreement

THIS CONSULTING AGREEMENT (this "Agreement") is made on **July 1st, 2022** (the "Effective Date"), by and between BancFirst Insurance Services, Inc., located at 13230 Pawnee Drive, Suite 205, Oklahoma City, OK 73114 ("Consultant") and Lawton Public Schools, a political subdivision of the State of Oklahoma, with primary offices located at 753 Fort Sill Blvd in Lawton, OK 73507 ("Client"). Consultant and Client are sometimes referred to herein individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Consultant is in the business of Risk Management and providing related services; and

WHEREAS, Client desires that that Consultant provide such services for Client;

NOW, THEREFORE, IN CONSIDERATION of the mutual agreements and covenants contained in this Agreement, Consultant and Client agree as follows:

AGREEMENT

1. Scope of Services

1.1 Scope of Services. Subject to the terms of this Agreement, Client agrees to engage Consultant for (a) the performance of tasks and services (collectively the "Services") described in the scope of work attached to this Agreement as **Exhibit A** (the "Scope of Work") and (b) the delivery of the tangible work product (collectively the "Deliverables") described in the Scope of Work (the Services and Deliverables being referred to collectively in this Agreement as the "Work"). Consultant accepts such obligations. This Agreement applies only to work identified in the Scope of Work. Any additional services or work product may be provided by Consultant to Client only upon mutually agreed terms set forth in a separate agreement or properly executed amendment hereto by the Parties.

1.2 Fees; Reimbursement of Expenses. Client shall pay to Consultant the fee(s) described in **Exhibit B** of this Agreement (the "Fees") with payment being made in the manner described on Exhibit B. The Fees shall be the only payments made by Client to Consultant under this Agreement. Unless otherwise indicated in Exhibit B, Consultant shall issue a monthly invoice to Client for the Work performed under the terms of this Agreement. Unless otherwise indicated in Exhibit B, payment for work shall be due within 45 days of the Client's receipt of the applicable invoice.

2. Term & Termination

2.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect through June 30, 2022. Thereafter, the agreement may be renewed for three (3) consecutive one (1) year full terms.

2.2 Termination. This Agreement may be terminated by either party only as follows:

a) Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;

b) Effective upon six (60) days advance written notice to the other party given with or without reason; provided such termination notice is to be effective after the Initial Term as defined in Exhibit B; or

c) By mutual written agreement of the parties.

2.3 Rights Upon Termination.

a) Upon the termination of this Agreement, Client shall pay to Consultant, in accordance with the payment terms set forth in this Agreement, any Fees owed under this Agreement for Work actually and fully performed by Consultant for Client prior to such termination. No other amount shall be due from Client.

b) Upon termination of this Agreement, all of the rights and obligations of the Parties shall terminate, except that termination of this Agreement shall not relieve Client from any liabilities resulting from a breach of this Agreement which occurs prior to the termination.

3. Disclosure and Record Keeping

3.1 Full Disclosure. Consultation may use any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program at consultant's discretion.

3.2 Record Keeping. Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

4. Ownership of Work Product

4.1 Work Product. The term "Work Product" as used in this Agreement, means any Deliverables created by Consultant, either alone or jointly with others, in furtherance of the objective of performing the Work as described in this Agreement.

4.2 Ownership of Work Product. Client agrees that any and all Deliverables conceived, written, or created for performance of Work under this Agreement shall be jointly owned by the Consultant and the Client. Both Consultant and Client have the right to use jointly owned Work Product for their own purposes, not in connection with Work provided to Client by Consultant.

5. Consultant Personnel. Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel as commercially reasonable.

6. Client's Responsibilities. Client will make available such information as reasonably required for Consultant to conduct its services. Such data will be made available as promptly as possible. Client acknowledges that consultant's obligations under this Agreement necessarily rely upon sufficient, accurate information to be provided by client.

7. Independent Contractor. Consultant and Client shall at all times be independent Parties. Neither Party is an employee, franchisee, agent or partner of the other; neither Party is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other. This Agreement does not create a joint venture between the Parties. The employees, methods, facilities and equipment of each Party shall at all times be under the exclusive direction and control of that Party.

8. Miscellaneous

9.1 Entire Agreement. This Agreement, including the recitals set forth above and the Exhibits attached to this Agreement, all of which are incorporated into this Agreement by reference, constitutes the entire agreement between the Parties relating to the subject matter of this Agreement. Any other prior warranties, agreements, correspondence, discussions, negotiations and understandings of the Parties are









































COMANCHE COUNTY EDUCATIONAL

FACILITIES LEASE PURCHASE AGREEMENT

FOR BOARD APPROVAL: JUNE 23, 2022

Ratify, approve, and confirm for the fiscal year ending June 30, 2023, that certain Lease Purchase Agreement dated as of March 29, 2018, by and between the Comanche County Educational Facilities Authority, as Lessor, and Independent School District No. 8 of Comanche County, State of Oklahoma, as Lessee.

(ATTACHED)



11:15G. __ [redacted] MISC.

— LEASE PURCHASE AGREEMENT

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"Cancellation Event" as defined in Section 8 hereto. **"Casualty Loss"** means "Casualty Loss" as defined in Section 26 of this Agreement. **"Code"** means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date will be the earlier of (i) the date on which the Property is accepted by Lessee in the manner described in Section 12, or (ii) the date on which sufficient moneys to purchase the Property are deposited for that purpose with an escrow agent.

"Contract" means any contract or contracts for the acquisition and/or installation of the Property.

"Development Agreement" means collectively that certain Development Agreement dated as of March 29, 2018, by and between the Lessor and the Lessee, as the same may be amended from time to time, which sets forth the duties, obligations, and responsibilities of each party in regard to the construction of the Project, and which Development Agreement is herein incorporated by reference.

"Escrow Agent" means BOKF, NA, Oklahoma City, Oklahoma.

"Escrow Agreement" means that certain Escrow and Paying Agent Agreement dated as of March 29, 2018, by and among the Lessee, the Lessor, and the Escrow Agent.

"Equipment" means the property designated as Equipment and described on the Property Schedule attached hereto as Exhibit A, as supplemented from time to time, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

"Event of Default" means an Event of Default described in Section 35.

"Ground Lease" shall mean that certain Ground Lease Agreement dated as of March 29, 2018, by and between Independent School District No. 8 of Comanche County, State of Oklahoma, as lessor, and the Comanche County Educational Facilities Authority, as lessee, pertaining to the Real Property upon which the Project components will be constructed and leased pursuant to this Agreement.

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**Minutes of the Lawton Public Schools Board of
Education Regular Meeting
Held on Monday, May 23, 2022**

The Board of Education of Independent School District I-8, Comanche County, Oklahoma, met on Monday, May 23, 2022 at 5:15 PM in the Shoemaker Center Auditorium, 753 NW Fort Sill Blvd, Lawton, Oklahoma.

Call to Order, Pledge of Allegiance and Roll Call

Mary Bradley, President, called the meeting to order. Superintendent Kevin Hime led the flag salute. Roll call indicated the following board members were present:

Mary Bradley: Present
Carla Clodfelter: Present
Patty Neuwirth: Present
Zeldon Rice: Present
Mark Scott: Present
Col. Rhett Taylor: Absent

Special Guests/Special Recognitions - Kevin Hime and Mary Bradley

Mr. Hime introduced Sharon Dean, Stephanie Hyder and Tracy Felan of the K20 Center and acknowledged their dedication to the Continuous Strategic Improvement Plan. Ms. Dean addressed the board and gave them an overview of the CSI Plan, commending LPS principals, staff and community members for their hard work and dedication.

Report of the Superintendent

- a. Superintendent's Announcement(s) – There were no announcements.
- b. **Motion Passed:** Motion to approve the Continuous Strategic Improvement Plan passed with a motion by Patty Neuwirth and a second by Carla Clodfelter.

Carla Clodfelter: Yes
Mark Scott: Yes
Mary Bradley: Yes
Patty Neuwirth: Yes
Zeldon Rice: Yes

6. Consent Agenda

(The following matters may be approved in their entirety by the Board upon motion made, seconded and passed by a majority vote of the Board members. However, upon request of any Board member, any one or more matters will be removed from the consent agenda and acted upon separately. Contracts are approved subject to review by the District's legal counsel. Any or all of the public record items included within the consent agenda, i.e.

minutes to be submitted for approval; purchase orders to be submitted for acceptance; financial report; proposed transfer of funds between activity accounts; and fund-raising event listings, may be examined at the Office of the Clerk of the Board of Education at the Shoemaker Center, 753 Fort Sill Blvd., Lawton, OK. An appointment to review records is requested.)

a. Report of the Purchasing Agent/Encumbrance Clerk - Sheila Relf

1. Approve Purchase Orders

General Fund (11) PO #'s 3159 - 3198

Building Fund (21) PO#'s 27 - 28

Bond Fund (32) PO #'s 56 - 58

Bond Fund (33) PO# 208

2. Bids/Quotes

3. Payroll Encumbrance Purchase Order Numbers

4. Change Order Listing

b. Report of the Chief Financial Officer - Lance Gibbs

1. Treasurer's Report for the Month of April FY 22

c. Report of the Activity Fund Custodian - LaQuinta Chambers

1. Activity Fund Transfers, Expenditures, Establishments, and Amendments

d. Report of the Clerk - Carla Dewberry-Fulner

1. Contracts / Agreements

e. Approval of the Minutes of the May 9, 2022 Regular Board Meeting

f. Approval to observe Monday, June 20, 2022 as the Federal Holiday Juneteenth.

g. Item(s) Removed from the Consent Agenda for Separate Action

h. Approval of the Balance of the Consent Agenda

Motion Passed: Motion to approve the balance of the consent agenda passed with a motion by Mark Scott and a second by Zeldon Rice.

Carla Clodfelter: Yes

Mark Scott: Yes

Mary Bradley: Yes

Patty Neuwirth: Yes

Zeldon Rice: Yes

i. Approval of Item that was Previously Pulled for Separate Action – No item was pulled.

7. Proposed Executive Session to Discuss: There was no executive session.

a. The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Personnel Reports, Exhibit Ac Exhibit B, and Exhibit C. (Exhibit B includes new potential hires and presented to the board under separate cover).

[Authorized by 25 OKLA.STAT. Section 307 (B)(1) of the Oklahoma Open Meeting Act]

8. Vote to Convene into Executive Session

9. Acknowledge Board's Return to Open Session

10. Executive Session Minutes Compliance Announcement

11. Superintendent's Personnel Report / Items Discussed in Executive Session

a. **Motion Passed:** Motion to approve the Superintendent's Personnel Report passed with a motion by Patty Neuwirth and a second by Carla Clodfelter.

Carla Clodfelter: Yes

Mark Scott: Yes

Mary Bradley: Yes

Patty Neuwirth: Yes

Zeldon Rice: Yes

12. New Business – There was no new business.

13. The next regular board meeting date is Thursday, June 23, 2022, at 5:15 p.m., in the Shoemaker Center Auditorium.

14. Setting New Board Meeting Dates - No new dates were set.

15. Board Announcements – There were no announcements.

16. Adjournment - The meeting adjourned at 5:41 p.m.

I, the undersigned clerk of the Board of Education of Lawton Public Schools, District I-8, Comanche County, Oklahoma, do hereby certify that prior notice of this meeting was given to the County Clerk of Comanche County, Oklahoma, listing the time, place, and date of the meeting. I also certify that at least 24 hours prior to the meeting, notice of the time and place and the agenda were posted in prominent view of the location of the meeting and in all respects Title 25, O.S. (Supp.) both inclusive, have been complied with fully.

Witness my hand and seal of the school district this 23rd day of May, 2022.

School Seal:

Carla Dewberry, Clerk of the Board

Schyla Brown, Minutes Clerk

Mary Bradley, President

HUMAN RESOURCES**Personnel Report - Exhibit A****June 23, 2022**

*Denotes Retirement; **Denotes never worked

The following RESIGNATIONS have been received:**CERTIFIED**

NAME	ASSIGNMENT	END DATE
Bagley, Kiera	Teacher	5/20/2022
Bross, Bentley	Teacher	5/20/2022
Brown, James	Teacher	5/20/2022
Cable, Bailey**	Teacher	8/9/2022
Carter, Ross	Teacher	5/20/2022
Clark, Jana	Teacher	5/20/2022
Cook, Melissa	Counselor	5/20/2022
French, Teena	Teacher	5/19/2022
Halvorson, Shannon	Teacher	5/20/2022
Hays, Mark	Teacher	5/20/2022
Hill, Terri	Teacher	5/20/2022
Kolinski, Alexandra	Teacher	5/20/2022
*Miller, Steven	Teacher	5/20/2022
Munson, Kathleen	Teacher	5/20/2022
Smith, Carson	Teacher	5/20/2022
Smith, Danielle	Teacher	5/20/2022
Stevenson, Caroline**	Teacher	6/6/2022
*Stewart, Lynn	Teacher	5/20/2022
Webb, Gary	Teacher	05/20/2022
West, J'Lynn	Teacher	05/20/2022

SUPPORT

NAME	ASSIGNMENT	END DATE
Davis, Krystal	Custodian	5/31/2022
Dozier, Patricia	Cook	5/20/2022
Hoffman, Amy	SPED Assistant	5/20/2022
Lewis, Juliann	Library Assistant	5/20/2022
Love, Zavion	General Laborer	5/26/2022
Mozie, Joyce	Cook	5/20/2022
*Sasser, Sharon	Bus Driver	5/19/2022
Soliz, Rebekah	Pre-K Assistant	5/19/2022
Speegle, Reina	Secrestary	6/13/2022
Swietek, Bryan	COTA	5/20/2022

Williams, Caitlin	Video Production Assistant	6/16/2022		

The following SUMMER EMPLOYMENTS are recommended for temporary contracts during the 2021-2022 school year:

<u>CERTIFIED</u>				
NAME	ASSIGNMENT	START DATE		
Anderson, Rhonda	Summer School Teacher	6/1/2022		
Benke, Amanda	Summer Library	6/1/2022		
Bledsoe, Jo	Summer School Teacher	6/1/2022		
Castr, Lindsey	Summer School Teacher	6/1/2022		
Chesnut, Bethany	Summer School Teacher	6/1/2022		
Cunningham, Alexandra	Summer School Teacher	6/1/2022		
Cunningham, James	Summer School Teacher	6/1/2022		
Dugger, Annette	Summer School Teacher	6/1/2022		
Duncan, David	Summer School Lead Teacher	6/1/2022		
Duncan, Nance	Summer School Teacher	6/1/2022		
Ellis, Frankie	Summer School Teacher	6/1/2022		
Fisher, Susanne	Summer School Teacher	6/1/2022		
Floyd, Lorie	Summer School Teacher	6/1/2022		
Ford, Alexis	Summer School Teacher	6/1/2022		
Fryday, Melissa	Summer School Teacher	6/1/2022		
Gannon, Susan	Summer School Teacher	6/1/2022		
Givens, Michelle	Summer School Teacher	6/1/2022		
Gordan, Katherine	Summer School Teacher	6/1/2022		
Hall, Christie	Summer School Teacher	6-1-2022		
Hamilton, Janet	Summer School Teacher	6/1/2022		
Harrison, Kim	Summer School Principal	6/1/2022		
Hays, Krystal	Summer School Teacher	6/1/2022		
Heckert, Dianna	Summer School Teacher	6/1/2022		
Hinkle, Myca	Summer School Teacher	6/1/2022		
Hooper, Laura	Summer Counselor	6/1/2022		
Hoyt, Jr	Summer School Principal	6/1/2022		
Hull, Kaitlyn	Summer School Teacher	6/1/2022		
Hull, Shelley	Summer School Teacher	6/1/2022		
James, Leslie	Summer School Teacher	6/1/2022		
Jenkins, Adrian	Summer School Teacher	6/1/2022		
Johnson, Kylee	Summer School Teacher	6/1/2022		
Jones, Kelly	Summer School Teacher	6/1/2022		
Keller, Tiffani	Summer School Teacher	6/1/2022		
Kennedy-Base, Kristie	Summer Library	6/1/2022		
Landoll, Laura	Summer School Teacher	6/1/2022		
Lovato, Thomas	Summer School Teacher	6/1/2022		

Mahan, Brittani	Summer Counselor	6/1/2022		
Manning, Lori	Summer Library	6/1/2022		
Mansel, Helen	Summer School Teacher	6/1/2022		
Marco, Rachel	Summer Counselor	6/1/2022		
Marshall, Dorothy	Summer ESY Teacher	6/1/2022		
McCarter, Ashley	Summer School Principal	6/1/2022		
McNeal, Brittany	Summer School Teacher	6/1/2022		
McNutt, Rebecca	Summer School Teacher	6/1/2022		
Miller, Lora	Summer Library	6/1/2022		
Miller, Patricia	Summer School Teacher	6/1/2022		
Minte, Antonia	Summer School Teacher	6/1/2022		
Mitchell, Teresa	Summer School Teacher	6/1/2022		
Moore, Kristy	Summer School Teacher	6/1/2022		
Morris, Carole	Summer School Teacher	6/1/2022		
Owens, Sara	Summer School Teacher	6/1/2022		
Palmer, Rebecca	Summer School Teacher	6/1/2022		
Plunk, Kathy	Summer Library	6/1/2022		
Riddick, Kirsten	Summer School Teacher	6/1/2022		
Rittenouse, Amy	Summer School Teacher	6/1/2022		
Rodriguez, Carolann	Summer School Teacher	6/1/2022		
Roig, Neyra	Summer School Principal	6/1/2022		
Rooney, Denise	Summer School Teacher	6/1/2022		
Ross, Hope	Summer School Teacher	6/1/2022		
Russell, Melanie	Summer School Teacher	6/1/2022		
Salamone, Becca	Summer School Teacher	6/1/2022		
Sauseda, Rose	Summer Counselor	6/1/2022		
Sawyer, Lori	Summer Counselor	6/1/2022		
Turowski, Kenlyn	Summer School Teacher	6/1/2022		
Williams, Charity	Summer School Teacher	6/1/2022		
Woessner, Carey	Summer School Teacher	6/1/2022		
<u>SUPPORT</u>				
Ball, Heather	Summer School PCA	6/1/2022		
Banks, Korrina	Summer School Secretary	6/1/2022		
Cannon, Virginia	Summer School PCA	6/1/2022		
Castillo-Hernandez, Eva	Summer School PCA	6/1/2022		
Castillo, Vilma	Summer Feed - Site Assistant	6/1/2022		
Dixon, Lisa	Summer School PCA	6/1/2022		
Elliot, Marris	Summer School PCA	6/1/2022		
Farias, Brittany	Summer School PCA	6/1/2022		
Gorman, Lori	Summer School PCA	6/1/2022		
Gosch, Suzannah	Summer School PCA	6/1/2022		

Lewis, Breshya	Summer Feed - Site Assistant	6/1/2022		
Moore, Jacqueline	Summer School Secretary	6/1/2022		
Newman, Lisa	Summer School PCA	6/1/2022		
Nolan, Shanae	Summer School PCA	6/1/2022		
Ronio, Donna	Summer Library	6/1/2022		
Sanders, Carmen	Summer Library	6/1/2022		
Shoemate, Jay	Summer School PCA	6/1/2022		
Smith, Kerri	Summer School PCA	6/1/2022		
Trimble, Bridget	Summer Library	6/1/2022		
West, Lindsey	Summer Library	6/1/2022		
Williams, Angel	Summer School Secretary	6/1/2022		

HUMAN RESOURCES			
Personnel Report - Exhibit A - Retire/Rehire			
June 23, 2022			
The following employments are recommended for employment and will be on temporary contracts during the 2022-2023 school year: Candidates must hold or obtain Oklahoma teaching certificate for FY23.			
NAME	ASSIGNMENT	START DATE	
*Crow, Stephanie	Benefits Coordinator	9/1/2022	
*Kennedy-Base, Kristie	Library Media Specialist	7-25-2022	
Ramey, Pam	Title I Tutor	8/9/2022	
*Styron, Mary	IEP Facilitator	9/1/2022	

HUMAN RESOURCES**Personnel Report - Exhibit B****May 23, 2022****The following EMPLOYMENTS are recommended for temporary contracts during the 2022-2023 school year:****CERTIFIED**

NAME	ASSIGNMENT	START DATE
Antel, Jayden	Teacher	8/4/2022
Bailey, Billy	Teacher	8/4/2022
Ball, Christine	Teacher	8/4/2022
Barry, Meagan	Teacher	8/4/2022
Berry, Jack	Teacher	8/4/2022
Blevins, Megan	Teacher	8/4/2022
Boyd, Eula	Teacher	8/4/2022
Bryant, Stormi	Teacher	8/4/2022
Bullion, Anna	Teacher	8/4/2022
Chadwick-Pfeiff, Heather	Teacher	8/4/2022
Civick, Ashlee	Teacher	8/4/2022
Coss, Dawn	Teacher	8/4/2022
Fletcher - Medellin, Ashleigh	Teacher	8/4/2022
Fredlund, James	Teacher	8/4/2022
Gonzalez, Esther	Teacher	8/4/2022
Gosch, Suzannah	Teacher	8/4/2022
Green, Keyerra	Teacher	8/4/2022
Gresham, Elizabeth	Teacher	8/4/2022
Harkins, Chlesey	Teacher	8/4/2022
Hatch, Kim	Teacher	8/4/2022
Hefner, Tania	Teacher	8/4/2022
Herriage, Jessica	Teacher	8/4/2022
Hinckley, Susie	Teacher	8/4/2022
Hubbard, Matt	Teacher	8/4/2022
Ingram, Kristi	Teacher	8/4/2022
Johnson, Vickie	Teacher	8/4/2022
Kane, Ian	Teacher	8/4/2022
Kinnamore, Levi	Teacher	8/4/2022
Litten, Bethany	Counselor	8/4/2022
Malloy, Mikaela	Teacher	8/4/2022
McKillip, Danny	Teacher	8/4/2022

Medders, Reagan	Teacher	8/4/2022
Poitier, Lashon	Teacher	8/4/2022
Pressley, Kristin	Teacher	8/4/2022
Ray, Cynthia	Teacher	8/4/2022
Rice, Kourtney	Teacher	8/4/2022
Ricks, Sarah	Teacher	8/4/2022

The following EMPLOYMENTS are recommended for temporary contracts during the 2021-2022 school year:

SUPPORT

NAME	ASSIGNMENT	START DATE
Baker, Kenard	Bus Driver	8/8/2022
Bankston, Paula	Pre-K Teacher Assistant	8/11/2022
Brewer, LaShanda	Discretionary Aid	8/11/2022
Carnwright, Amanda	Secretary, 10 month	7/19/2022
Castillo, Vilma	Cook	8/9/2022
Cavins, Riley	Custodian	5/18/2022
Chittum, Charles	Bus Driver	8/8/2022
Dorsey, Donovan	Landscaper	6/6/2022
Gonzalez, Amber	Crossing Guard	8/11/2022
Harper, Laura	Library Assistant	8/8/2022
Hinton, Gregory	In School Suspension Supervisor	8/9/2022
Lee, Johnny	Landscaper	5/24/2022
Leija, Alexis	Pre-K Teacher Assistant	8/9/2022
Martinez, Michelle	SLPA	8/9/2022
Mooney, Baylee	SLPA	8/9/2022
Palmer, Shammond	Landscaper	5/31/2022
Percy, Autumn	Library Assistant	8/8/2022
Ray, Kaleb	Landscaper	5/23/2022
Smith, Aneshae	Library Assistant	8/8/2022
Spencer, Tristan	Custodian	6/21/2022
Tahbonemah, Cameron	Custodian	6/27/2022
Umanzor, Cintya	Custodian	7/1/2022

The following EXTRA DUTIES have been assigned for the 2022-2023 school year:

NAME	ASSIGNMENT	START DATE
Noceloti, Mick	Assistant Baseball Coach	8/4/2022
Miranda, Nicko	Head Volleyball Coach	8/4/2022