



**Lawton Public Schools Board of Education
Regular Meeting
March 3, 2025 5:00 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 Carla Clodfelter
5. Report of the Superintendent
 - 5.a. Discussion with possible action to approve Sanctioning Applications
 - 5.b. Board discussion and possible action on land lease Agreement between LPS and Lawton Youth Sports Trust Authority.
 - 5.c. Board discussion and possible action on adjustments to Lawton HS Multipurpose GMAX with CDBL.
 - 5.d. Board discussion and possible action with land swap with the City of Lawton.
 - 5.e. Board discussion with possible action to approve the requested Emergency Declaration
 - 5.f. Information Item: Business Operations and Educational Services Departmental Updates
 - 5.g. Superintendent's Announcement(s)
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
 - General Fund (11) PO# 1674-1703
 - Building Fund (21) PO# 98-104
 - Bond Fund (33) PO# 209-221
 - Endowment Fund 50 PO # 6-7
 - 6.a.2. Bids/Quotes
 - Auditorium Theatrical Rigging - MacArthur High School: PO# 33-221
 - 6.a.3. Payroll Encumbrance Purchase Order Numbers
 - 6.a.4. Change Order Listing
 - 6.b. Report of the Chief Financial Officer - Lance Gibbs
 - 6.b.1. Treasurer's Report for the Month of January, 2025
 - 6.b.2. Monthly Authorization to Invest
 - 6.c. Construction Related Contracts/Agreements
 - AIA Contract / Herring Construction / Ridgecrest Gym/Saferoom
 - 6.d. Report of the Activity Fund Custodian - Kim Wander
 - 6.d.1. Activity Fund Transfers, Expenditures, Establishments, and Amendments
 - 6.e. Approval of the Minutes of the February 10, 2025, Regular Board Meeting
 - 6.f. Item(s) Removed from the Consent Agenda for Separate Action
 - 6.g. Approval of the Balance of the Consent Agenda
 - 6.h. 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, April 14, 2025, at 5:00 p.m., in the Shoemaker Center Auditorium.
 14. Setting New Board Meeting Dates

15. Board Announcements
16. Adjournment

Date of Posting: Friday, February 28, 2025

Time of Posting: 4:30 p.m.

Location of Posting: Front door of Shoemaker Education Center, 753 NW Ft. Sill Blvd., Lawton, OK and www.lawtonps.org

Kw - Hi



SCHOOL YEAR

2024-2025

LAWTON PUBLIC SCHOOLS

APPLICATION FOR SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS

Organization Name MacArthur High School Football Parents Assoc. EIN # 90-0843078

Organization's Bank Name Arvest Bank Account # 50110953

Faculty Sponsor's Name Brett Manning Phone: 580-583-5124 E-mail: bmanning@lawtonps.org

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Jeff Justice</u>	<u>Shane Claborn</u>	<u>Tandy Noble</u>	<u>Raheta Kibble</u>
Address:	<u>2603 NE Garden Ln. Lawton, OK</u>	<u>3956 W 45th St Lawton, OK 73501</u>	<u>1202 NE 75th Lawton, OK 73507</u>	<u>1110 SW 78th St Lawton, OK 73507</u>
Phone:	<u>580-917-2013</u>	<u>580-475-2918</u>	<u>580-704-5179</u>	<u>580-483-7406</u>
Term Expiration:	<u>2026</u>	<u>2026</u>	<u>2026</u>	<u>2026</u>

Describe how the organization officers are appointed or elected The booster raises funds for pre game meals and events to support the players, coaches and program

Are dues or fees required to be a member of the organization: Yes No

Explain what amount and what the fees and dues cover _____

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization Support the players and program with pre game meals and events to raise awareness and hype

Estimated List of Material / Monetary Contributions \$9,000 (Approx \$800 meals, \$250 for events)

Estimated List of Expenses \$9,000 (Approx \$800 meals, \$250 for event support)

Principal's Recommendation: Approved Denied

Signature of Principal Danny Smith Date 2-24-25

Signature of Organization's Officer Jeff Justice Date 2-24-25

Please attach a copy of the Organization's Standing Rules, By-Laws, Financial Responsibility, Training Verification, Audit Procedure Check List & Audit Report to this Application and submit to Principal.

<input type="checkbox"/> PROBATION	Finance Dept. Initial	Date
Signature of Clerk of the Board	Date	

<input checked="" type="checkbox"/> APPROVED	<u>TLH</u>	<u>2-26-25</u>
Finance Dept. Initial	Date	
Signature of Clerk of the Board	Date	

<input type="checkbox"/> DENIED	Finance Dept. Initial	Date
Signature of Clerk of the Board	Date	

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19



LAWTON PUBLIC SCHOOLS

SCHOOL YEAR 2024-2025

APPLICATION FOR SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS

Organization Name Hugh Bish PTA EIN # 73-1055451

Organization's Bank Name Banc First Bank Account # 5240181600
Savings # 524920113

Faculty Sponsor's Name Kourtney Colley Phone: 248-2244 E-mail: kourtney.colley@lawtonps.org

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>LaShawn Hardless</u>	<u>Catara Alfaro</u>	<u>Andrea Johns</u>	<u>Rebecca Clark</u>
Address:	<u>1011 SW 61st Lawton, OK 73505</u>			
Phone:	<u>580-678-6997 280-9594</u>	<u>580-919-1906</u>	<u>580-678-6997</u>	<u>580-678-5821</u>
Term Expiration:	<u>May 2025</u>	<u>May 2025</u>	<u>May 2025</u>	<u>May 2025</u>

Describe how the organization officers are appointed or elected officers are elected during September PTA meeting

Are dues or fees required to be a member of the organization: Yes No

Explain what amount and what the fees and dues cover \$10 to cover state and local dues

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization enrich the learning environment and encourage families to become partners with the school

Estimated List of Material / Monetary Contributions T-shirt sales \$800

Estimated List of Expenses Teacher appreciation week \$300
5th grade promotion \$200
Field day \$300

Principal's Recommendation: Approved Denied

Signature of Principal [Signature] Date 9-30-24
Signature of Organization's Officer [Signature] Date 9-30-24

Please attach a copy of the Organization's Standing Rules, By-Laws, Financial Responsibility, Training Verification, Audit Procedure Check List & Audit Report to this Application and submit to Principal.

PROBATION

Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

APPROVED TLH 2-25-25

Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

DENIED

Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19

LEASE AGREEMENT

This Lease Agreement (“Lease”) is entered into by and between Independent School District No. 8, Comanche County, Oklahoma, known as Lawton Public Schools (“Lessor”) and the Lawton Youth Sports Trust Authority (“Lessee”) effective on the date this Lease is executed by representatives of Lessor and Lessee following approved by the governing bodies of Lessor and Lessee (“Effective Date”).

Whereas, Lessor is a public school that desires to lease Real Property (as defined herein) to Lessee, and

Whereas, Lessee is a public trust that desires to lease the Real Property from Lessor for the purpose of operating recreational athletic facilities,

Now therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows.

1. Grant of Lease. Lessor hereby leases to Lessee the Real Property described in Exhibit A hereto.

2. Use. Lessee shall use the Real Property for the sole purpose of constructing, maintaining, and operating indoor and outdoor recreational athletic facilities.

3. Improvements.

3.1 Construction of Improvements. Lessee is authorized to construct improvements on all or any part of the Real Property including modifications to the contour and grade of the Real Property, subject to this Section 3 (“Improvements”). Provided, however, Lessee shall not construct any Improvements which (i) would injure, damage, or impair the value of any adjacent property, including, without limitation, any adjacent property owned or occupied by Lessor or (ii) would subject Lessor or Lessee to any liability to an adjacent property owner. Lessee will have sole discretion to determine the nature, design, and extent of Improvements to be constructed on the Real Property.

To the extent Lessee obtains financing with respect to any Improvements, it must obtain prior approval from Lessor to ensure that Lessor’s rights and ownership in and to the Real Property and Improvements are not impaired in any way.

3.2 Ownership of Improvements. Lessee and/or its successors and assigns, will hold legal title to and all incidents of ownership associated with the Improvements during the Term. Legal title to, and all incidents of ownership associated with the Improvements including, without limitation, all rights to the proceeds of any insurance policies maintained by the Lessee with respect to the Improvements will, without compensation to the Lessee, absolutely and irrevocably vest in Lessor upon termination of this Lease, free from all claims by Lessee and/or its successors and any persons claiming through or against them. Provided, however, Lessee shall have the right, within sixty (60) days of termination of this

Lease, to remove any Improvements that are not fixtures (as defined in Oklahoma law) from the Real Property at Lessee's expense. Such removal must not cause any material damage to the Real Property or Improvements that are fixtures. Any Improvements or other property of Lessee not removed within sixty (60) days of termination of this Lease will become the property of Lessor and may be retained or disposed of by Lessor, at its option and free of any claims of Lessee.

3.3 Maintenance/Repair. Lessee or its sub-lessees will maintain the Real Property, including any existing structures thereon, and the Improvements in good condition, ordinary wear and tear excepted, and will promptly make all necessary and appropriate structural and cosmetic repairs. All such actions will be performed at the expense of Lessee. Lessor will not be required to maintain, alter, repair, rebuild, or replace all or any part of the Real Property in any way.

3.4 Legal Compliance. Lessee shall construct all improvements to the Real Property in compliance with all zoning and building code requirements of the City of Lawton, Comanche County, Oklahoma, accessibility requirements under federal and state law, and all other applicable laws, regulations, and codes. To the extent Lessee constructs improvements that do not comply with this paragraph, it shall take prompt action to bring the improvements into compliance or remove them from the Real Property.

4. Term; Extensions; Possession.

4.1 Term. The term of this Lease shall be a period of fifty-five (55) years ("Term") unless extended or terminated early as provided herein, and shall commence on the Effective Date and end on a date that is fifty-five (55) years after the Effective Date.

4.2 Extensions of Term. Lessee shall have the option to extend the term of this Lease for another fifty-five (55) years with written notice to Lessor one hundred eighty (180) days prior to the end of the initial Term.

4.3 Holding Over. This Lease shall terminate without further notice at expiration of the Term provided in paragraph 4.1 or renewal term provided in paragraph 4.2. Any holding over by Lessee after expiration or other termination shall not constitute a renewal or extension or give Lessee any rights in or to the Real Property and Improvements except as expressly provided in this Lease.

4.4 Possession. Lessor will deliver possession of the Real Property to Lessee immediately upon the Effective Date.

5. Payments.

5.1 Rent. Lessee shall pay Lessor rent starting at four thousand thirteen dollars and ninety-two cents (\$4,013.92) per month, due on the last day of the month, subject to the terms of this Section 5. Rent will be due and payable without notice and shall continue

regularly until termination of this Lease. The then-current monthly rent shall be increased by five percent (5%) at the end of each five-year period of the Term.

5.2 Development/Construction Phase. During the first twenty-four (24) months of the Term, Lessor shall waive rent to allow Lessee time to develop and construct Improvements, so long as Lessee constructs a walking bridge, or similar structure, for pedestrian traffic connecting Lessor's adjoining property to the east of the Real Property (i.e., MacArthur High School and MacArthur Middle School) with City of Lawton property (Eastside Park).

5.3 Operation Phase. Upon completion of the Development/Construction Phase, Lessee shall pay monthly rent, provided, however, if Lessee has constructed an indoor sports facility as part of the Improvements during the Development/Construction Phase, the rent will be abated for any fiscal year of Lessor (i.e., July 1 – June 30) in which Lessee makes the Improvements, including the indoor sports facility, available to Lessor to use for at least six hundred two (602) hours per school year, regardless of whether Lessor uses all such hours. Lessor and Lessee shall cooperate in good faith to ensure Lessor has access to use the Real Property and Improvements for the number of hours provided in this paragraph.

6. Use; Reservations; Permits.

6.1 Possession; Use. Lessee shall occupy and use the Real Property in compliance with all terms of the Lease.

6.2 Compliance. Lessee shall, at Lessee's sole expense, comply with all applicable federal, state, and local laws, regulations, and codes ("Legal Requirements") governing, in any way, Lessee's use of the Real Property or construction, maintenance, or use of the Improvements. Nothing in this paragraph shall be construed as prohibiting Lessee from seeking a waiver of any applicable Legal Requirements from a governmental authority, provided, Lessee shall remain in compliance unless and until such waiver is granted.

6.3 Permits. Lessee will have the right to seek and obtain permits, licenses, and other administrative certificates necessary to facilitate Lessee's use of the Real Property. To the extent Legal Requirements require Lessor's participation in the issuance of permits and licenses or other administrative action by Lessor to facilitate use of the Real Property by Lessee for the purposes stated in this Lease, Lessor shall undertake such participation or administrative action upon written request of Lessee. Provided, however, Lessor shall incur no liability or out-of-pocket expense because of this paragraph.

6.4 Contamination/Remediation. Lessee agrees it will not knowingly cause or contribute to any contamination of the Real Property and warrants if contamination occurs, Lessee will notify Lessor and initiate remediation procedures upon notice of said condition and will comply with all Legal Requirements regarding same and will cooperate with governmental authorities and Lessor in remediation. Lessee assumes full responsibility for all costs of and damages flowing from contamination and remediation of the Real Property occurring during the Term.

6.5 Easements. An easement is hereby reserved and granted over, under, and across the Real Property to governmental authorities and public utility companies necessary to permit (i) Lessor's uninterrupted use of any property belonging to Lessor adjacent to the Real Property and (ii) Lessee's construction, maintenance, and use of the Real Property and Improvements. Provided, however, Lessor shall incur no liability or out-of-pocket expense because of this paragraph.

6.6 Mineral Rights Reserved. Lessor expressly reserves and does not grant to Lessee any right, title, and interest in and to all minerals, including oil and gas, underlying or otherwise associated with the Real Property.

7. Assignment of Lease. Lessee shall have the right to assign or transfer this Lease and Lessee's interest thereunder, in whole or in part, subject to Lessor's prior written consent, which shall not be unreasonably withheld, provided Lessee gives Lessor reasonable prior notice in writing and the proposed assignee or transferee agrees in writing expressly to assume all terms, covenants, and conditions of this Lease.

8. Indemnity; Insurance.

8.1 Indemnity. Lessee shall protect, indemnify, and hold harmless Lessor, its board members, agents, contractors, and employees (each, an "Indemnified Party") from and against all losses, liabilities, obligations, claims, demands, damages, penalties, fines, actions, causes of action, judgments, costs and expenses, including, without limitation, reasonable attorney's fees, litigation expenses and settlements entered into in good faith, incurred by any Indemnified Party or asserted against any Indemnified Party which do not result from the willful act or gross negligence of any Indemnified Party, and which arise by reason of any of the following:

8.1.1 Injury to or death of any person or damage to any property arising out of Lessee's construction, maintenance, or use of the Real Property or Improvements.

8.1.2 Any use, condition, or state of repair of all or any part of the Real Property or Improvements.

8.1.3 Any failure by Lessee to perform or observe its obligations under the Lease.

8.1.4 Any negligence or willful act or omission on the part of the Lessee or any of the Lessee's agents, contractors, employees, licensees, invitees or sublessees.

8.2 Insurance. Lessee, sublessees, and their contractors shall maintain, with responsible carriers licensed to do business in the State of Oklahoma, the following coverage, each naming Lessor as an additional insured or covered party to the fullest extent possible:

- 8.2.1 Property Insurance. Coverage against loss or damage by fire and such other risks or hazards as are insurable under then available standard forms of “all risk” insurance policies for the full replacement cost value of the Improvements.
- 8.2.2 Liability Insurance. Coverage against claims arising from bodily injury or property damage in the amount of at least one million dollars (\$1,000,000.00) per occurrence.
- 8.2.3 Other Insurance. Coverage (i) required by any Legal Requirements, including but not limited to workers’ compensation and unemployment insurance with respect to Lessee’s use and operation of the Real Property and (ii) in such amounts and for such purposes as Lessor may request, provided such coverage shall be coverage which at the time is commonly maintained by owners of like properties and/or operators of like businesses.

NOTHING IN THIS SECTION 8 SHALL BE CONSTRUED AS A WAIVER OF ANY SOVEREIGN IMMUNITY AFFORDED TO LESSOR OR LESSEE UNDER OKLAHOMA LAW.

9. Lessee’s Default; Lessor’s Remedies.

9.1 Lessee’s Default. The following events will constitute Events of Default by Lessee under this Agreement:

9.1.1 Failure to make any rent payment when due.

9.1.2 Failure to comply with any provision of this Lease, including use of the property for other than the purposes stated herein.

9.2 Notice; Opportunity to Cure. On the occurrence of any Event of Default, Lessor may declare a Default by written notice to Lessee specifying its nature. In the event Lessee cures a Default within thirty (30) days after receipt of notice or commences and diligently prosecutes action which can be reasonably expected to cure a Default within ninety (90) days after receipt of the notice, Lessor and Lessee at Lessor’s option may be restored to their respective rights and obligations under this Agreement as if no Event of Default occurred.

9.3 Remedies. On failure of Lessee to cure a Default within the time provided, Lessor will have the option to do any one of more of the following without further notice or demand, in addition to and not in limitation of any other remedy permitted by law or equity or by this Agreement.

9.3.1 Termination. Lessor may terminate this Agreement, in which event Lessee will immediately surrender the Real Property and Improvements to Lessor, but if Lessee fails to do so, Lessor may, to the maximum extent permitted

by law, without notice and without prejudice to any other remedy Lessor might have, enter and take possession of Real Property and Improvements and remove Lessee's property.

9.3.2 Option to Perform. Lessor may perform or cause to be performed the obligations of Lessee under this Agreement and may enter the Real Property and Improvements to accomplish such purpose.

9.4 No Waiver. No action by Lessor during the Term will be deemed an acceptance by Lessor of an attempted surrender of the Real Property or Improvements. No re-entry or taking possession of the Real Property or Improvements by Lessor will be construed as an election by Lessor to terminate this Lease, unless Lessor signs a written notice of termination. Notwithstanding any re-entry or taking possession, Lessor may later elect to terminate this Lease for a previous Default. Acceptance by Lessor of any payment following the occurrence of an Event of Default will not be construed as waiver of such Event of Default. No waiver of any Event of Default will be deemed to constitute a waiver of any other or future Event of Default. Forbearance by Lessor to enforce one or more remedies will not be deemed to constitute a waiver of any Default. No provision of this Lease will be deemed waived by Lessor unless waiver is in writing signed by Lessor. Rights and remedies granted to Lessor in the Lease are cumulative and every other right or remedy Lessor has in law or equity and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

10. Termination by Lessee. Notwithstanding any other provision of this Lease, Lessee may terminate this Lease at any time prior to midnight on the date that is nine (9) months after the Effective Date if any of the following conditions occur:

10.1 Lessee shall have determined in the exercise of its good faith judgment, based on bona fide engineering studies conducted on the land, the Real Property is not suitable for Lessee's intended purposes.

10.2 Lessee shall have determined in the exercise of its good faith judgment, after having made bona fide efforts to secure construction and long-term financing for the Improvements, none is available on terms reasonably acceptable to Lessee.

10.3 Lessee shall have determined in the exercise of its good faith judgment, based on bona fide and timely attempts to obtain proper zoning or exceptions, and timely and thorough title, encumbrance, and lien searches by a competent professional(s) and a licensed reputable title insurance company, proper zoning or exceptions is not reasonably obtainable or title to the Real Property is not insurable to reasonably guarantee Lessee possession and quiet enjoyment of the Real Property for the purposes of this Lease.

10.4 Lessee is unable to get proper zoning or building permits to economically construct improvements.

Lessee shall give ten (10) days' prior notice of intent to terminate to Lessor under this Section 10. Upon termination by Lessee, Lessor shall have no obligation to Lessee whatsoever. If Improvements have been commenced but not completed, Lessee shall restore the Real Property to a condition as close as possible to the condition on the Effective Date. Before the nine-month period provided in this Section 10 expires, Lessee may waive in writing its right to terminate under this Section 10 and any such waiver shall be irrevocable.

11. Surrender of Property. If Lessee fails to surrender the premises at the expiration of the Term or earlier termination of this Lease, Lessee shall defend and indemnify Lessor from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to surrender.

12. **No Warranty by Lessor. The Real Property is being leased to Lessee as-is, with all faults, known and unknown, and Lessor makes no guarantees or warranties, express or implied, regarding the condition of the Real Property or its suitability or fitness for any purpose for which Lessee intends to use the Real Property under this Lease. Lessee accepts the Real Property in its condition as of the Effective Date.**

13. Representations by Lessor and Lessee.

13.1 By Lessor. Lessor hereby represents that it has complied with its governing statutes and policies in entering into this Lease and that its Superintendent has authority to execute this Lease on behalf of Lessor.

13.2 By Lessee. Lessee hereby represents that is a political subdivision or not-for-profit entity; that it has complied with its governing statutes and bylaws (or other similar governing documents) in entering into this Lease; and that its Chairman has authority to execute this Lease on behalf of Lessee. Lessee further represents that it has consulted with legal counsel and other advisors about this Lease and has had all opportunities to inspect the Real Property or has waived any right or request to do the same.

14. Miscellaneous Provisions.

14.1 Force Majeure. If Lessee is delayed or prevented from performing any term of this Lease (other than payment of rent) by reason of riots, war, natural disaster or other reason beyond Lessee's control, then performance will be excused for the period of delay and the time for performance will be extended for a period equal to the period of such delay. In no event will payment be abated or subject to offset.

14.2 Governing Law; Venue; Interpretation; Trust Obligations. This Lease shall be interpreted in accordance with the laws of the State of Oklahoma. Lessee agrees this Lease is deemed accepted, executed, approved and delivered in Comanche County, Oklahoma. Lessee agrees that any dispute or litigation with Lessor in relation to this Lease shall be conducted in Comanche County, Oklahoma, Lessor's only place of operations.

14.3 Approvals. When approval by either Lessee or Lessor is required, such approval will not be unreasonably withheld.

14.4 Entire Agreement. This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in the Lease has been, is or will be relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors, and the warranties, representations, and covenants in the Lease itself. Failure or refusal of either party in advance to inspect the Lease Premises or Improvements, to read the Lease or other documents, or to obtain legal or other advice relevant to this transaction constitutes waiver of any objection, contention, or claim that might have been made upon such reading, inspection or advice.

14.5 Time. Time is of the essence of this Lease.

14.6 Recording. Lessor and Lessee agree this Lease, or a memorandum of Lease, will be recorded in the records of Lessor and of the County Clerk of Comanche County, Oklahoma.

14.7 Severability. The invalidity or illegality of any provision shall not affect the remainder of the Lease.

14.8 Right of Entry. Lessor may enter upon the Property at such times as may be reasonable for inspection, for the purpose of exercising any of its rights reserved under this Lease, or for the purpose of fulfilling any of its obligations hereunder.

14.9 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be deemed to have been given when delivered personally to the party or, when actually received if sent by registered or certified mail, postage and charges prepaid, addressed as follows:

To Lessor: Lawton Public Schools
 753 Fort Still Boulevard
 Lawton, Oklahoma 73507

To Lessee: Lawton Youth Sports Trust Authority
 212 SW 9th Street
 Lawton, Oklahoma 73501

Either party may change its notice address(es) by giving written notice to the other party as provided above.

14.10 Impossibility of Performance. In the event it becomes legally impossible for Lessor or Lessee to be or remain parties to this Lease or otherwise perform the party's obligations under this Lease, the Lease shall terminate.

15. Dispute Resolution. In the event of any dispute between the parties in any way related to or arising from this Lease, the parties will first endeavor to resolve their disputes through direct negotiation or mediation, unless otherwise agreed. In the event the parties elect to mediate, the parties will equally share the costs of mediation. Any such disputes not so resolved may be litigated in either the Oklahoma District Court of Comanche County, Oklahoma, and both parties consent to such jurisdiction and venue. The prevailing party in any such action shall be entitled to recover its reasonable fees and costs, including, but not limited to, court costs and fees, attorneys' fees, expert witness fees, court reporter fees, and disbursements actually incurred, all in an amount adjudged reasonable by the Court.

JURY TRIAL WAIVER: RECOGNIZING THE COMPLEXITIES OF LITIGATION AND THE RELATIVE COSTS AND BENEFITS TO THE PARTIES, THE PARTIES MUTUALLY RECOGNIZE AND AGREE THAT ALL SUCH DISPUTES SHALL BE TRIED EXCLUSIVELY TO A JUDGE IN A BENCH TRIAL AND NO PARTY SHALL BE ENTITLED TO TRIAL BY JURY EACH PARTY EXPRESSLY WAIVING THEIR RIGHT TO A JURY TRIAL.

[Signature Page Follows]

LESSOR:

INDEPENDENT SCHOOL DISTRICT NO. 8
LAWTON PUBLIC SCHOOLS

KEVIN HIME, SUPERINTENDENT DATE

LESSEE:

LAWTON YOUTH SPORTS TRUST AUTHORITY

BRIAN T. HENRY, CHAIRMAN DATE

EXHIBIT A – DESCRIPTION OF REAL PROPERTY

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
 Lawton High Multipurpose Facility
 889 NW Ferris Ave
 Lawton, OK

CONTRACT INFORMATION:
 Contract For: GMax
 Date: 2-21-24

CHANGE ORDER INFORMATION:
 Change Order Number: 001
 Date: 1-23-25

OWNER: *(Name and address)*
 Lawton Public Schools
 601 NW Fort Sill Blvd
 Lawton, OK

ARCHITECT: *(Name and address)*
 BWA Architects, LLC
 2651 East 21st Street - Suite 510
 Tulsa, OK

CONTRACTOR: *(Name and address)*
 CDBL, Inc.
 PO Box 485
 Lawton, OK

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.)

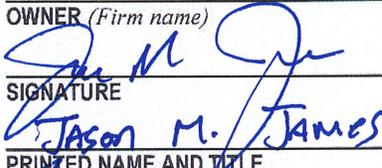
Provide and install a sanitary sewer lift station with a grinder. Connect lift station to an existing manhole.
 Provide and install electrical necessary to power the lift station.

The original Guaranteed Maximum Price was	\$ 3,651,116.50
The net change by previously authorized Change Orders	\$ 0.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 3,651,116.50
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	\$ 66,811.06
The new Guaranteed Maximum Price including this Change Order will be	\$ 3,717,927.56

The Contract Time will be increased by Zero (0) days.
 The new date of Substantial Completion will be n/a

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.

<hr/>	CDBL, Inc.	Lawton Public Schools
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
<hr/>		
SIGNATURE	SIGNATURE	SIGNATURE
<hr/>	Michael B Brown, Owner	Jason M. James
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
<hr/>	1-23-25	2/24/25
DATE	DATE	DATE

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made between **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", and **CITY OF LAWTON, a Municipal Corporation of 212 SW 9th Street, Lawton, OK 73501**, hereinafter referred to as "Grantee",

WITNESSETH, that said Grantor, in consideration of the sum of Ten Dollars and NO/100 Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby Quitclaim, Grant, Bargain, Sell and Convey unto Grantee the following described real property and premises situate in Comanche County, State of Oklahoma, to-wit:

Commencing at the SE corner of the SW Quarter (SW¹/₄) of Section Thirty-six (36), Township Two (2) North, Range Twelve (12) West, I.M., Comanche County, Oklahoma, according to the US Government Survey thereof; THENCE North a distance of 50 feet; THENCE West a distance of 80 feet; THENCE North parallel to the east boundary of said SW¹/₄ a distance of 250 feet to the point of beginning, this point of beginning being on the North property line of the Lawton Fire Prevention Center located at 1701 SW Lee Blvd and was previously conveyed to the City of Lawton and recorded in Book 446 on Page 568 of the Comanche County Clerks records; THENCE North a distance of 88 feet; THENCE West a distance of 365 feet; THENCE South a distance of 338 feet; THENCE East a distance of 165 feet; THENCE North a distance of 250 feet; THENCE East a distance of 200 feet back to the point of beginning, containing 1.68 acres, more or less;

Together with all the improvements thereon and the appurtenance thereunto belonging.

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 _____, 2025.

The Board of Education of the
Independent School District #8

KEVIN HIME, SUPERINTENDENT

=====

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public in and for said County and State on this ____ day of _____, 2025, personally appeared **Kevin Hime** to me known to be the identical person who executed the within and foregoing instrument as its Authorized Representative for **The Board of Education of the Independent School District #8**, and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act 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:

My commission number:

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made between **CITY OF LAWTON, a Municipal Corporation of 212 SW 9th Street, Lawton, OK 73501**, Comanche County, State of Oklahoma, hereinafter referred to as "Grantor", and **The Board of Education of the Independent School District #8, Comanche County, of 753 NW Ft. Sill Blvd., Lawton, Oklahoma, 73507**, hereinafter referred to as "Grantee",

WITNESSETH, that said Grantor, in consideration of the sum of Ten Dollars and NO/100 Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby Quitclaim, Grant, Bargain, Sell and Convey unto Grantee the following described real property and premises situate in Comanche County, State of Oklahoma, to-wit:

Commencing at the SW corner of the North half of Section Thirty (30), Township Two (2) North, Range Eleven (11) West, I.M., Comanche County, Oklahoma, according to the US Government Survey thereof; THENCE East a distance of 58.125 feet; THENCE North a distance of 33 feet; THENCE East a distance of 1116.375 feet to the point of beginning, this point of beginning being on the North side of NW Ferris Avenue and is the East property line of property previously conveyed to the Board of Education of the Independent School District # 8 as recorded in Book 381 on Page 390 of the Comanche County Clerks records; THENCE East a distance of 45 feet; THENCE North a distance of 1440 feet; THENCE West a distance of 45 feet; THENCE South a distance of 1440 feet back to the point of beginning, containing 1.49 acres, more or less;

Subject, however to existing right-of-ways and easements, and excepting all of the mineral rights in and on or underlying said land; and subject to the condition that the grantee shall use the land for public purposes only and that upon a breach of this condition, the said land shall revert to the grantor herein.

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 _____, 2025.

CITY OF LAWTON, a Municipal Corporation

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality on this _____ day of _____, 2025.

TIMOTHY WILSON, ACTING CITY ATTORNEY

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2025, personally appeared Stanley Booker to me known to be the identical person who executed the within and foregoing instrument as its Mayor, and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act 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:

My commission number:



March 3, 2025

RE: Emergency Declaration- (Freeze Event dated 2/12/2025)

Lawton Public Schools Board of Education,

An Emergency Declaration is needed due to extensive damage caused to Lawton Public Schools. In particular, the HVAC system at Freedom Elementary sustained irreparable damage to its coils. We expect to have costs in excess of \$1,000,000.00. The event is insured with a deductible of \$100,000.00.

Emergencies are specifically defined by the OPCBA as being any condition resulting from a sudden, unexpected happening or unforeseen occurrence or condition that endangers public health or safety or is likely to cause further damage to school property if not addressed promptly.

The Emergency Declaration will allow the district to issue purchase orders without requiring Bid Solicitation. Lawton Public Schools officials will do due diligence to get best pricing, pursuing quotes for repairs/replacement from multiple vendors.

Respectfully,



Lance Gibbs



BUSINESS OPERATIONS
Board Meeting Update
March 03, 2025

Chief Operating Officer - Dr. Jason James

Assessment & Accountability – Dr. Joan Gabelmann

- Finalizing WIDA Access Testing
- Working on SY 2025-2026 Assessment Budget
- Initial Spring District ACT Prep and Facilitation
- Demographic Overlay: Student Information Check/Correction
- OK State Testing: CCRA and OSTP Training, Test Facilitator Professional Development, Testing Preparation, and Test Scheduling

Child Nutrition - Daniel Ghrayyeb

- We had a successful Future Chef with 15 Chefs from across the district. If you missed it you can watch the incredible you tube show that our media department did in part with several media students. Our winner was Poseidon Valdez from Lincoln Elementary with a Caprese Chicken. He will be entered into the regional competition with a chance to go to Nationals. We would like to congratulate all of the students that entered and competed and look forward to competing next year.

Director of Elementary Curriculum - Lupe Ostruske

- Feb. 10-12: Attended the RTI (MTSS) Summit in Austin, Texas. The PLC Summit is an event put on by Solution Tree. Lupe Ostruske, Jerrold Jones, and Meghan Haley learned with over a 1,000 educators from around the world to be true champions on a proven path to success. We spent three days with professionals who share their mission to transform education so that every student succeeds. This was a great opportunity to refine our practices and level up shared knowledge.

The three big ideas:

- A focus on learning
- A collaborative culture and collective responsibility
- A results orientation
- February 2025: Curriculum Support for Ridgecrest Elementary. Lupe Ostruske and Meghan Haley met with all grade levels with Oscar Castro. Each week and PLC (collaboration) was focused on curriculum support, Exact Path Usage, Lexia Core 5 (SPED) and Lexia English (EL) usage and lesson deliverables. This time was also spent looking at student and site data. At the end of this month's visits, Ridgecrest had growth in lesson targets scored on Exact Path at every grade level. The site also had overall growth with STAR Reading and Math.
- Feb. 5: Organized professional development for all elementary and secondary principals with Mastery Connect. This PD was focused on the past two ELA and Math benchmarks. Administrators were shown how to look at their data and read their teacher's trackers for what standards have been taught or assessed this past semester.
- Feb. 13: Provided professional development for 75 plus LPS First Class Teachers in the area of Curriculum Resources and Lesson Design at the LPS First Class Academy. Each month Lupe Ostruske, Meghan Haley, and Jerrold Jones hold a monthly PD for LPS teachers with zero experience. Currently we have 82 teachers in this cohort of teachers with zero experience.
- Feb. 14: Organized professional development for all elementary and secondary teachers with the Big Ideas Math Curriculum. Topic Focus: Planning with the end in Mind. PD focused on how to complete the year strong with rigorous lessons and on-going progress monitoring.

- Feb. 14: Organized professional development for Crosby Park. Topic Focus: How to use Study Island to monitor progress for Reading and Math. Also, PD on how to use Study Island for effective test taking preparation.
- Feb. 26: 36 LPS Elementary teachers began their two years of learning the Science of Reading, AKA LETRS Training. LPS continues to be one of the few school districts with their own LETRS Cohort. This is tied to the Strong Readers Act of Oklahoma literacy goals.
- Progressing monitoring with student data for Lexia Core 5 (for SPED Resource Students) and Lexia English (for English Acquisition Students).
- Input new EL students in Lexia English. Maintained contact with all EL Teachers for usage and progress of EL students. Program usage is important and continued knowledge of resources available is critical to ensure continued growth for our LPS students with language deficiency.
- Continued site visits to gain insight and evidence of curriculum use in classrooms. These visits centered around use of SAVVAS (Reading curriculum), Big Deas (Math curriculum) and our programs (Edmentum and Lexia).
- Zoom meetings with Mastery Connect, Lexia, and LETRS success managers about progress of district selected programs. These meetings cover usage, progress monitoring by site, technical issues, and district goals.

Director of Secondary Curriculum - Tony Jones

- Secondary teachers will administer the final district benchmark of the year during the following time frame: March 10 thru Mar 28, 2025

Facilities Operations/Maintenance - Jack Hanna

- Clean-up and repairs from the freeze at Freedom and Douglas are ongoing.
- Painting in various locations.
- LVT flooring in various locations.
- Materials and work have started at the MHS auditorium.
- Planning for summer projects.
- The summer super crew's cleaning schedules are being established.
- Replacing HVAC systems throughout the district.

Transportation - Jay Hunt

- February is National Love the Bus Month and today we have the LHS drumline and the Mac High Cheerleaders coming to our facility for driver appreciation.
- Thursday, the unified Cheer squad is coming over from EHS to show the drivers appreciation and there is a pizza luncheon for staff.
- The infrastructure for the electric buses is coming together and nearing completion.

Federal Programs - Teresa Donahue

- Collecting data for Annual Program Review of Title I Schoolwide Plans
- Reviewing projected carryover amounts for all grants and finalizing expenditures plans for FY25
- Processing Home Language Surveys and notifying sites of students' needs for the WIDA Screener
- Processing Student Residency Questionnaires and providing school supplies, clothing and transportation as requested
- Completing claims in the Grant Management System (GMS) for all Federal Programs' FY25 grants.

Grants - Diane Landoll

- Completing closeout reports for 6 schools with OK Arts Council Grants
- Completed Year 1 reports for both Perkins Innovation Grants
- Completed and submitted FAA grant for Aviation
- Completed and submitted SnapDragon Book Foundation grant application for PreK Center books
- Monitoring status of federal grants paused due to review by new administration
- Wrote application for EHS to receive multisports LED scoreboards for sportscasting
- Working with Adam McPhail, Director of WorkForce Development on SkillsLab grant for Plumbing Lab at MHS
- Working with CareerTech Teachers to complete CareerTech Lottery Grant applications for each of our programs
- Planning Dollar General Youth Literacy Application with Ed Services
- Working on amendment to FY25 Impact Aid Basic 7003 Application

Information Technology - Michael Jurgess

- Preparing for the mock ACT test.
- Installing hardware on Woodland Hills bullpen.
- Installing the first phase of the elementary audio system upgrade.

Media Operations - Dave McDermott

- Elementary electronic devices inventory is now completed, the team is working on secondary schools now
- Continuing to work on printing for the career fair
- Completed 150 slate coaster job on the laser machine for Educational Services



Athletics - Gary Dees

- Bo Bowman Baseball Tournament
- Cheer and Dance Tryouts
- Basketball state playoffs

Elementary Education – Lesa Sparks

- Parent/Teacher Conferences
- CRDC Report Completed
- Waterford/Math/Deep Dive into Data

Secondary Education – Doug Brown/Teresa Jackson

- PD-Pathways and Academies
- Parent/Teacher Conferences
- CRDC Report Completed

Special Services – Diane Keene

- On Friday, February 28th, the Lawton Transition Program hosted its “Cupid’s Boogie Bash,” a dance for transition students. The transition program was recently honored with a proclamation from the City of Lawton in recognition of Developmental Disabilities Awareness Month at the city council meeting on February 25th.
- The Great Plains Area Special Olympics will hold a Potato Dinner & Auction fundraiser on March 4th at the MacArthur High School Cafeteria. Dinner will begin at 6:00 PM.
- In Mrs. Gio’s 3rd-5th grade Autism class at Pat Henry, students have been learning about gravitational pull using magnets, as well as kinetic and potential energy.

Student Success & Resources – Dr. Regina DeLoach

- Military Child Coalition (MCC) Purple Star Designation Professional Development (PD) for all district schools; Planned MCC quarterly meetings for networking and PD, and Attendance of Sillfacts at Fort Sill.
- Student Success Projects: Dolly Parton Imagination Library daily. Enrollment of children and communication with parents; Planning, Printing, and Disseminating the Lawton Fort Sill Black History Calendar; Planning and executing the city wide Black History Proclamation Signing with the city of Lawton, Cameron University, LPS, the local NAACP, LIMA, and the local Pan Hellenic Council; planning and participating in monthly Black History calendar meetings, and also planning and participating in city wide Black History events.
- Civil Rights Data Collection: Organizing and submitting the District’s school’s civil rights data for submission to the federal government.



Multipurpose Locker room Update

- MHS –
 - Utilities
 - HVAC Units installed
 - Waiting on Natural Gas inspection
 - Electrical Transformer Installed
 - Masonary
 - Small issue with inside masonry aesthetic – working with Herring Construction to rectify
 - Brick complete in concession area
 - Outside metal installation complete
 - Drywall being installed – Waiting on HVAC to be turned on for conditioned air before tape/bed and texture and paint
 - Concrete sidewalks installation next week
 - Millwork – Cabinets have been measured and constructed. Waiting on go ahead for installation
 - General Trades – toilets and partitions ready to be installed
- EHS –
 - Utilities
 - HVAC Units waiting to be installed
 - Waiting on Natural Gas plumbing in progress
 - Electrical Transformer not installed
 - Masonary
 - Brick complete in concession area
 - Outside metal installation waiting on Ford to finish at LHS to begin
- LHS –
 - Utilities
 - HVAC Units installed
 - Waiting on Natural Gas inspection
 - Electrical Transformer ordered but not installed
 - Masonary
 - Brick complete in concession area
 - Outside metal installation near complete
 - Drywall being installed – Waiting on HVAC to be turned on for conditioned air before tape/bed and texture and paint
 - Concrete sidewalks installation next week



jason.james@lawtonps.org



580-357-6900 ext. 2028

- Millwork – Cabinets have been measured and constructed. Waiting on go ahead for installation
- General Trades – toilets and partitions ready to be installed
- Paint – Most of LHS paint complete – door frames hollow metal doors waiting to be painted and installed.

Encumbrance Register

Options: Year: 2024-2025, Date Range: 7/1/2024 - 6/30/2025, PO Range: 1674 - 2000, Fund(s): 11-GENERAL FUNDS

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	1674	02/10/2025	19322	OKLAHOMA SCHOOLS ADVISORY COUNCIL	REG/SPED COUNTS TRNG/4-4-25/D. KEENE/J BASS	400.00
11	1676	02/10/2025	929120	HORIZON ENTERTAINMENT LLC	PROJECT AWARE SPEAKER/MARCH 6-7, 2025	11,000.00
11	1677	02/10/2025	24552	CONTRACT PAPER GROUP INC	TITLE I COPY PAPER (PK-12TH)	48,871.20
11	1678	02/10/2025	9252	SAMS CLUB DIRECT	STUDENT INCENTIVES	300.00
11	1679	02/10/2025	26739	CHEROKEE NATION	REG/OKJOM CONF/MAR 26-27, 2025/DURANT	1,500.00
11	1680	02/10/2025	151468	RAYLISHA S STANLEY	OK NATIVE LEADERSHIP TUITION FEE	650.00
11	1682	02/12/2025	29161	EDEN K9 CONSULTING & TRAINING CORP	K9 TRACKING SYSTEM FOR DEPLOYMENT/TRAINING	348.00
11	1683	02/12/2025	66959	BROADBAND LEGAL STRATEGIES, LLC	FY STAND/LEGAL SERVICES	10,000.00
11	1684	02/13/2025	20405	GRAV ENTERPRISE LLC	GRADUATION DIPLOMAS EHS	1,683.00
11	1685	02/13/2025	802734	LOWE'S HOME CENTERS INC	INSTRUCTIONAL SUPPLIES	250.00
11	1686	02/18/2025	925466	THE INMAN GROUP	SERVICE CALL/DRYER/CMS	150.00
11	1689	02/18/2025	19005	AMAZON CAPITAL SERVICES INC	PURPLE STAR CEREMONY BACKDROP	150.00
11	1690	02/18/2025	792	OKLAHOMA SECONDARY SCHOOL ACT	STATE CONTEST FEES/4-17-25/NORMAN	150.00
11	1691	02/18/2025	66962	CONSORTIUM FOR SCHOOL NETWORKING	MEMBERSHIP DUES/OKSTE	1,370.00
11	1692	02/19/2025	26209	TPT HOLDCO LLC	ROBOTICS CURRICULUM/SUPPLIES	200.00
11	1693	02/20/2025	29354	SPARK FUN ELECTRONICS INC	FY STAND/SOFTWARE SUPPLIES/PEREZ	962.85
11	1694	02/20/2025	2188	CED INC	ELECTRICAL SUPPLIES FOR COMPRESSOR	600.00
11	1695	02/24/2025	14769	KATHERYNE B PAYNE EDUCATION CENTER	PD TRNG/ELEM/MAR 3-6, 2025 & MAR 10-13, 2025	47,625.00
11	1696	02/24/2025	151468	RAYLISHA S STANLEY	FY STAND/TRAVEL/NATIONAL	5,000.00
11	1697	02/24/2025	66965	KENMARK, INC	BACKDROP RENTALS/GREASE MUSICAL	1,485.00
11	1698	02/24/2025	928059	ALLEE BLAKE PASSMORE	DANCE SESSIONS/GREASE MUSICAL	300.00
11	1699	02/24/2025	10897	STATE OF OKLAHOMA	REGISTRATION FEE/CAREER FAIR/MARCH 6, 2025	175.00
11	1700	02/24/2025	24707	OKLAHOMA SCHOLASTIC MEDIA/OIPA	ALL STATE FEES FOR MEDIA PRODUCTION	310.00
11	1701	02/24/2025	152672	MALINDA S PEREZ	MEAL FOR STUDENTS FOR STATE CONTEST	200.00
11	1702	02/26/2025	008077	TERESA M DONAHUE	OFFICE 120 DOCUMENT TRANSLATION	65.00
11	1703	02/26/2025	23598	ADVANTAGE OFFICE PRODUCTS LLC	CAC NAME PLATES AND BADGE	41.00

Non-Payroll Total:	\$133,786.05
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$133,786.05

LAWTON PUBLIC SCHOOLS

Encumbrance Register

Options: Year: 2024-2025, Date Range: 7/1/2024 - 6/30/2025, PO Range: 98 - 2000, Fund(s): 21-BUILDING FUND

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	98	02/11/2025	477	COMANCHE LUMBER COMPANY INC	KTRADE LVT FLOORING/MATERIALS ONLY	118,400.64
21	99	02/18/2025	6688	LOCKE SUPPLY COMPANY	30 TON RTU/MTRLS ONLY EHS GYM	39,690.00
21	100	02/18/2025	6688	LOCKE SUPPLY COMPANY	3TON RTU/MTRLS ONLY LRC	10,666.76
21	101	02/24/2025	27956	LENNOX INDUSTRIES	4T UNIT/MTRLS ONLY LHS RM 29	2,827.00
21	102	02/26/2025	246	PIPPIN BROTHERS	EMERGENCY/REPAIRS AT FREEDOM/INS RECOVERY	10,000.00
21	103	02/26/2025	928555	MARMIC FIRE & SAFETY INC	EMERGENCY/SPRINKLER SERVICE REPAIRS/INS RECOVERY	871.00
21	104	02/26/2025	2188	CED INC	MATLS/MHS AUDITORIUM LIGHTING/PER ATTACHED	136,357.00

Non-Payroll Total:	\$318,812.40
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$318,812.40

LAWTON PUBLIC SCHOOLS

Encumbrance Register

Options: Year: 2024-2025, Date Range: 7/1/2024 - 6/30/2025, PO Range: 209 - 2000, Fund(s): 33-BOND FUND (2017)

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
33	209	02/10/2025	802734	LOWE'S HOME CENTERS INC	WHIRLPOOL 20.5-CU FT TOP-FREEZER REFRIGERATOR	699.00
33	210	02/11/2025	27108	NRTH AMERICAN INSUR AGENCY OF LAWTON	BUILDERS RISK INSURANCE/HERRING/RIDGECREST	10,475.00
33	211	02/11/2025	19005	AMAZON CAPITAL SERVICES INC	MUSIC CLASS SUPPLIES AMANDA SPANNAGEL	91.89
33	212	02/11/2025	18272	B & H FOTO & ELECTRONICS CORP	ART SUPPLIES/ROBERTSON	250.98
33	213	02/11/2025	19005	AMAZON CAPITAL SERVICES INC	SUPPLIES/ART CLASS MARY BAUMANN	193.71
33	214	02/11/2025	19005	AMAZON CAPITAL SERVICES INC	DRAMA CLASS SUPPLIES/PEREZ	480.37
33	215	02/11/2025	19005	AMAZON CAPITAL SERVICES INC	MUSIC CLASS DRUMSTICKS	69.61
33	216	02/11/2025	19005	AMAZON CAPITAL SERVICES INC	ART SUPPLIES, DIGIAL FRAMES, SHARPENERS, FRAMES	200.00
33	217	02/11/2025	19005	AMAZON CAPITAL SERVICES INC	DRAMA CLASS SUPPLIES/BYRON PHILLIPS	474.13
33	219	02/24/2025	19005	AMAZON CAPITAL SERVICES INC	COSTUMES FOR GREASE MUSICAL/PER ATTACHED	4,956.00
33	220	02/26/2025	928473	RYAN HERRING CONSTRUCTION INC	LABOR/MATLS-MHS AUDITORIUM PAINTING	52,899.00
33	221	02/26/2025	66970	TEXAS SCENIC COMPANY, INC	LABOR/MATLS FOR THEATRICAL CURTAINS/MHS AUDITORIUM	905,786.12

Non-Payroll Total:	\$976,575.81
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$976,575.81

Thursday February 20, 2025 3:00 PM
Location: Shoemaker Auditorium
RFP Tabulation Results

MacArthur High School Theatrical Rigging

Texas Scenic Company Inc - \$905,786.12**

**Low Bid

Lawton Public Schools
Lawton, Oklahoma

Administrative Services Division
Purchasing Department

Payroll Encumbrance Purchase Orders

March 3, 2025

FY23 Payroll Encumbrance Purchase Order Numbers:

PO# 50000 - 52538

LAWTON PUBLIC SCHOOLS

Change Order Listing

Options: Fund(s): 11-GENERAL FUNDS, Year: 2024-2025, ReferenceDate: PO Date, Date Range: 2/10/2025 - 6/30/2025, Minimum Amount Change: \$200.00, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
6	07/01/2024	19213	OKLAHOMA SCHOOLS INSURANCE GROUP	FY STAND/PROPERTY CASUALTY INSURANCE	3,000.00
127	07/01/2024	24721	IMAGINE LEARNING INC	TITLE I EDGENUITY LICENSES FOR GATEWAY (6TH-12TH)	550.00
207	07/01/2024	151468	RAYLISHA S STANLEY	FY STANDING/TITLE VI TRAVEL/REIMBURSEMENT	3,000.00
530	07/01/2024	27493	HUNZICKER BROTHERS INC	FY STAND/PARTS & SUPPLIES	6,000.00
590	07/01/2024	10383	DANNY GARZA	FY STAND/ASSIGNING FEES/BASEBALL/SOFTBALL	350.00
697	07/01/2024	19005	AMAZON CAPITAL SERVICES INC	FY STAND/ MAKERSPACE SUPPLIES/WHE	700.00
781	07/11/2024	19005	AMAZON CAPITAL SERVICES INC	FY STAND/OFFICE SUPPLIES	231.32
800	07/16/2024	19005	AMAZON CAPITAL SERVICES INC	FY STAND/SUPPLIES	2,000.00
1128	09/03/2024	802649	WALMART STORES EAST LP	FY STAND/INSTRUCTIONAL SUPPLIES/HIGGINS	2,000.00
1236	09/17/2024	802649	WALMART STORES EAST LP	FY STAND/INSTRUCTIONAL SUPPLIES	212.77
1344	10/22/2024	925297	REDNECK DOORS	REPAIR OF GARAGE DOOR	600.00
1560	01/13/2025	27158	COUGHLAN COMPANIES LLC	LIBRARY BOOKS	400.00
1594	01/22/2025	20405	GRAV ENTERPRISE LLC	TITLE I STANDING GRADUATION ITEMS (12TH)	700.00

Non-Payroll Total:	\$19,744.09
Payroll Total:	\$575,391.83
Report Total:	\$595,135.92

LAWTON PUBLIC SCHOOLS

Change Order Listing

Options: Fund(s): 21-BUILDING FUND, Year: 2024-2025, ReferenceDate: PO Date, Date Range: 2/5/2025 - 6/30/2025,
Minimum Amount Change: \$200.00, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
7	07/01/2024	2188	CED INC	AUDITORIUM SOUND & LIGHTS/INSURANCE	8,908.68
83	01/22/2025	27976	GLOBAL EQUIPMENT COMPANY	PARKING/CURB STOP MMS PARKING LOT	214.09
Non-Payroll Total:					\$9,122.77
Payroll Total:					\$0.00
Report Total:					\$9,122.77

**LAWTON PUBLIC SCHOOLS
SUMMARY OF FINANCIAL ACTIVITIES
FY25 JANUARY**

FUND	Beginning Period Balance	FY25 OUTSTANDING CHECKS	Period Revenue	Paid FY25 (include wires,WC,&ADJ)	Outstanding Payments Ending	CASH BALANCE
GENERAL FUND (11)	\$ 13,523,662.82	\$ 2,898,605.44	\$ 26,804,597.04	\$ 11,399,389.24	\$ 3,350,819.44	\$ 29,381,084.62
BUILDING LEVY FUND (21)	\$ 29,039,303.28	\$ 121,895.00	\$ 1,662,193.76	\$ 1,967,462.96	\$ 960,304.75	\$ 29,572,443.83
BOND 2017 (33)	\$ 5,963,044.72	\$ 11,110.70	\$ -	\$ 235,499.93	\$ 62,818.40	\$ 5,779,252.49
LEASE PURCH (34)	\$ 38,956.90	\$ -	\$ -	\$ -	\$ -	\$ 38,956.90
LEASE PURCH TURF (35)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SINKING (41)	\$ 11,973,974.30	\$ -	\$ 7,931,034.29	\$ -	\$ -	\$ 19,905,008.59
ENDOW (50)	\$ 180,399.54	\$ 500.00	\$ 14,109.51	\$ 6,000.00	\$ 500.00	\$ 188,509.05
ACTIVITY (60)	\$ 3,637,515.52	\$ -	\$ 174,558.40	\$ 244,983.86	\$ 35,333.72	\$ 3,567,090.06
GIFTS (81)	\$ 6,500.00	\$ 2,000.00	\$ 500.00	\$ -	\$ 2,000.00	\$ 7,000.00
WC (83)	\$ 8,310.38	\$ -	\$ -	\$ 534.22	\$ -	\$ 7,776.16
GOVERNMENTAL FUNDS (11,21,33,34,41,50,81,& 83)	\$ 60,734,151.94	\$ 3,034,111.14	\$ 36,586,993.00	\$ 13,853,870.21	\$ 4,411,776.31	\$ 84,880,031.64
ALL FUNDS	\$ 64,371,667.46	\$ 3,034,111.14	\$ 36,586,993.00	\$ 13,853,870.21	\$ 4,411,776.31	\$ 88,447,121.70





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:

March 3, 2025 to June 30, 2025

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: **\$ 68,417,553.47**

And the balance in the investment accounts are/were: **\$ 20,064,901.95**

Approved at regular meeting of the Board of Education of the Lawton Independent School District No. I-8 at Lawton, Oklahoma on **March 3, 2025**

Treasurer

INVESTMENT RATES:

Operating Accounts	Rate	Balance
Liberty - ICS	4.150%	<u>\$ 68,406,607.43</u>
BOK – Lease Purchase	4.100%	<u>\$ 10,946.04</u>
OLAP – Pooled Investments	4.140%	<u>\$ 0.00</u>
OLAP – Bank of New England ICS	4.280%	<u>\$ 19,909,219.80</u>
OLAP – 120DAY	4.080%	<u>\$ 0</u>
OLAP – 180DAY	4.190%	<u>\$ 0</u>
STIFEL-	Variable	<u>\$ 155,682.15</u>



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 12th day of February in the year Two Thousand Twenty Five
(In words, indicate day, month, and year.)

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

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

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

Ryan Herring Construction, Inc
P.O. Box 3001
Lawton, OK 73502

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

Ridgecrest Elementary School
New Gymnasium
1614 NW 47th Street
Lawton, OK 73505

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

Design Architects Plus, Inc
1501 S.W. 104th
Oklahoma City, OK 73159

The Owner and Construction Manager 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.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

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

§ 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.)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

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

\$ 4,889,242.16

Init.

/

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:59:30 ET on 02/12/2025 under Order No.2114604193 which expires on 02/11/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(945451350)

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

- .1 Design phase milestone dates, if any:
- .2 Construction commencement date:
- .3 Substantial Completion date or dates:
- .4 Other milestone dates:

§ 1.1.5 The Owner’s requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 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.)

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

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

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

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

§ 1.1.10 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 retained by the Owner, such as a Project or Program Manager.)

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

Kahle Wilson, NCARB, AIA
1501 S.W. 104th
Oklahoma City, OK 73159
405-691-9900

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

Ryan Herring Construction, Inc
P.O. Box 3001
Lawton, OK 73502
580-355-7752

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

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

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

Init.

/

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

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

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

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

§ 2.2 Relationship of the Parties

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

§ 2.3 General Conditions

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

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

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant

or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

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

§ 3.1.3 Consultation

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

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

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

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

§ 3.1.5 Phased Construction

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

§ 3.1.6 Cost Estimates

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

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

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

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

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

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

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

§ 3.1.11 Subcontractors and Suppliers

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

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

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

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

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

§ 3.1.14 Other Preconstruction Services

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

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

§ 3.2 Guaranteed Maximum Price Proposal

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

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

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

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

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

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

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

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

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

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

§ 3.3 Construction Phase

§ 3.3.1 General

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

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

any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

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

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

§ 3.3.2.3 Monthly Report

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

§ 3.3.2.4 Daily Logs

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

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

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

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

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

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

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

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

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

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

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

§ 4.2 Owner's Designated Representative

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

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

§ 4.3 Architect

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

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

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

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

Compensation shall be 1.00% 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

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

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

Individual or Position

Rate

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

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

§ 5.2 Payments

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

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

%

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

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

§ 6.1.2 The Construction Manager's Fee:

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

Compensation for Construction Management Fee shall be 9% 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

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

Compensation for ADD Change Orders shall be 9% C.M. Fee and 5% for General Requirements based on the cost of the additional work and no deduct in C.M. Fee on General Requirements for DEDUCT Change Orders

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

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

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

§ 6.1.7 Other:

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

§ 6.2 Guaranteed Maximum Price

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

§ 6.3 Changes in the Work

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

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

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

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

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

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

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

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

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

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

§ 7.2 Labor Costs

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

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

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

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

Project Manager: \$95/hr
Assistant Project Manager - \$ 75/hr
Project Superintendent: \$ 90/hr
Clerical: \$ 50/hr
Carpentry Labor: \$ 45/hr
General Labor: \$ 35/hr

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

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

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

§ 7.3 Subcontract Costs

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

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

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

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

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

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

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

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

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

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

§ 7.6 Miscellaneous Costs

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

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. The basis of reimbursement for Builder's Risk shall be at a rate of .375% and reimbursement of 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. **However, Builders Risk is not included in this contract and GMAX due to owner desires and agrees to provide and maintain the Builder's Risk Insurance themselves.**

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

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

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

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

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

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

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

§ 7.6.7 Costs of document reproductions and delivery charges.

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

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

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

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

§ 7.7 Other Costs and Emergencies

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

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

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

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

§ 7.8 Related Party Transactions

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

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

§ 7.9 Costs Not To Be Reimbursed

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

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

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

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

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

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

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

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

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

ARTICLE 10 ACCOUNTING RECORDS

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

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: 20th day of each month

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the Thirtieth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

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

(Paragraph deleted)

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

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

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

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

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

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

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: 10%

(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.)

§ 11.1.8.1.1 The following items are not subject to retainage:

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

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

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

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

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

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

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

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

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

§ 11.2 Final Payment

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

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

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

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

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

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

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

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

§ 11.3 Interest

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

(Insert rate of interest agreed upon, if any.) n/a

%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

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

(Check the appropriate box.)

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

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

ARTICLE 13 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal

assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

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

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

§ 13.2.1 Termination

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

§ 13.2.2 Termination by the Owner for Cause

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

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

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

§ 13.2.3 Termination by the Owner for Convenience

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

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

§ 13.3 Suspension

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

ARTICLE 14 MISCELLANEOUS PROVISIONS

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

§ 14.2 Successors and Assigns

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

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

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

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

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

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

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

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

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

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

Coverage

Limits

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

Init.

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

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

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

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

Project Manager: \$ 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 **Ryan Herring Construction, Inc** the Section 179D deduction for this project. The authorized owners 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 Lawton Public Schools will be provided with a summary analysis detailing the energy-saving improvements and the final Section 179D deduction amount.

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 Building Information Modeling Exhibit, if completed:

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

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

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

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

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

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Ryan Herring President

(Printed name and title)

Additions and Deletions Report for **AIA® Document A133® – 2019**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:59:30 ET on 02/12/2025.

PAGE 1

AGREEMENT made as of the 12th day of February in the year Two Thousand Twenty Five

...

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

...

Ryan Herring Construction, Inc
P.O. Box 3001
Lawton, OK 73502

...

Ridgecrest Elementary School
New Gymnasium
1614 NW 47th Street
Lawton, OK 73505

...

Design Architects Plus, Inc
1501 S.W. 104th
Oklahoma City, OK 73159

PAGE 2

\$ 4,889,242.16

PAGE 3

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

PAGE 4

Kahle Wilson, NCARB, AIA
1501 S.W. 104th
Oklahoma City, OK 73159
405-691-9900

...

Ryan Herring Construction, Inc
P.O. Box 3001
Lawton, OK 73502
580-355-7752

PAGE 8

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

PAGE 10

Compensation shall be 1.00% 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

PAGE 11

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

...

§ 5.2.2 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.

...

Compensation for Construction Management Fee shall be 9% 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

...

Compensation for ADD Change Orders shall be 9% C.M. Fee and 5% for General Requirements based on the cost of the additional work and no deduct in C.M. Fee on General Requirements for DEDUCT Change Orders

...

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100 %) of the standard rental rate paid at the place of the Project.

PAGE 13

Project Manager: \$95/hr

Assistant Project Manager - \$ 75/hr

Project Superintendent: \$ 90/hr

Clerical: \$ 50/hr

Carpentry Labor: \$ 45/hr

General Labor: \$ 35/hr

PAGE 14

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. The basis of reimbursement for Builder's Risk shall be at a rate of .375% and reimbursement of 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. However, Builders Risk is not included in this contract and GMAX due to owner desires and agrees to provide and maintain the Builder's Risk Insurance themselves.

PAGE 16

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: 20th day of each month

...

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the Thirtieth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

PAGE 17

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

PAGE 18

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: 10%

PAGE 19

(Insert rate of interest agreed upon, if any.) n/a

PAGE 20

[] Arbitration pursuant to Article 15 of AIA Document A201-2017

PAGE 22

§ 14.3.1.1 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.

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

...

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

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

PAGE 23

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 **Ryan Herring Construction, Inc** the Section 179D deduction for this project. The authorized owners 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 Lawton Public Schools will be provided with a summary analysis detailing the energy-saving improvements and the final Section 179D deduction amount.

PAGE 24

Ryan Herring President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, 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 13:59:30 ET on 02/12/2025 under Order No. 2114604193 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

GMAX with low bids on 1/16/25 - Ridgcrest

Subcontractor Subtotal (TBD w/final bids)

\$3,991,176

General Conditions to the Contract

Project Duration in months

12

Reimbursable Expenses

Rate

Superintendent	\$ 8,128.00	full time	\$97,536
Project Manager	\$ 4,200.00	Part time	\$50,400
General Cleaning	\$ 2,032.00		\$24,384
Permits & Inspections			\$5,092
Professional Surveyor (SWPPP)			\$2,560
Testing	\$5,015	\$ 133,423.00	\$138,438 METCO & Standard
Field Office & utilities	\$ 1,287.00		\$0 provided by LPS
Storage Containers Rental (x2)	\$ -		\$0
Rental Equipment			\$5,000
Project Sign			\$750
Constr Fence – (Prvde allowance-800 LF w/ 2 dbl gates)			\$2,400
Dumpsters - Allowance of 8 loads	\$ 850.00		\$6,800
Monthly Toilets - Min of 3	\$ 405.00		\$4,860
Final Cleaning of 7,700 SF			\$6,500
As-built Drawings			\$1,500
Close-out Manuals			\$500

General Condition Total Reimburseable Costs

\$346,720

Subtotal including Contingency, General Conditions

\$4,337,896

CMAR Pre-con Fees 1%	\$43,379
CMAR Fee based on negotiated 9.0%	\$390,411
CMAR Bond Rate @1%	\$0 provided by LPS
Costs for Ins (GL, W/C, Auto, Pollution, Crime, etc),excludes builders risk @ .5%	\$21,689
	<u>\$455,479</u>

Subtotal of all bid packages, GC's, Fee's, & Ins.

\$4,793,375

GMAX Contingency @ 2% \$86,758

CMAR Pre-con Fees 1%	\$868
CMAR Fee based on negotiated 9.0%	\$7,808
CMAR Bond Rate @1%	\$0 provide by LPS
Costs for Ins (GL, W/C, Auto, Pollution, Crime, etc),excludes builders risk @ .5%	\$434
	<u>\$9,110</u>

Subtotal of all Contingency with Fees

\$95,867

Construction Manager @ Risk Guaranteed Maximum Price (GMP)

\$4,889,242.16

Lawton Public Schools
Business Operations

Report of Activity Fund Custodian

March 3, 2025

REQUEST APPROVAL TO ESTABLISH NEW ACCOUNT:

<u>Acct Name/Number</u>	<u>Source of Revenue</u>	<u>Approved Expenditures</u>
Central Middle School (535) Sponsor - Ralyssa Jackson 4-H CLUB (889)	<ol style="list-style-type: none">1. Fundraisers2. Dues, fees, donations3. Grants4. Funds transferred	<ol style="list-style-type: none">1. Student activities, functions and events2. Instructional/non-instructional supplies, materials, equipment and furniture3. Fundraising expenses4. School and community services/projects5. Student awards / incentives6. Funds transferred7. Refreshments8. Reimbursement of expenses



**Minutes of the Lawton Public Schools Board of
Education Regular Meeting
Held on Monday, February 10, 2025**

The Board of Education of Independent School District I-8, Comanche County, Oklahoma, met on Monday, February 10, 2025 at 5:00 PM in the Shoemaker Center Auditorium, 753 NW Fort Sill Blvd, Lawton, Oklahoma.

1-3. Call to Order, Pledge of Allegiance and Roll Call

Patty Neuwirth, Vice President, called the meeting to order. Superintendent Kevin Hime led the flag salute. Roll call indicated the following board members were present:

Carla Clodfelter:	Absent
Elizabeth Fabrega:	Present
Amanda McBride:	Present
Patty Neuwirth:	Present
Zeldon Rice:	Present
Col Derek Baird	Present

4. Special Guests/Special Recognitions -

Brenda Walker, principal of Whittier Elementary, along with music teacher Amanda Spannagel and assistant, Chery Tate introduced several kindergarten students who performed two numbers for the board.

Kallan Glasgow, principal of Eisenhower Middle School, gave a presentation of the happenings at Eisenhower Middle. This presentation was created by the students of the broadcasting team at EMS.

5. Report of the Superintendent

- a. Mary Johnson of Mary E Johnson & Associates, PLLC gave a brief presentation of the audit for the year ending FY 24.
- b. Lance Gibbs, LPS CFO, gave a presentation on the 2017 bond progress.

c. RECEIVE BIDS FOR THE PURCHASE OF \$12,380,000 GENERAL OBLIGATION BONDS, SERIES 2025A OF THE DISTRICT AND VOTE TO AWARD SAID BONDS TO THE LOWEST BIDDER COMPLYING WITH THE NOTICE OF SALE AND INSTRUCTIONS TO BIDDERS OR TO REJECT ALL BIDS.

MOTION PASSED: MOTION to RECEIVE BIDS FOR THE PURCHASE OF \$12,380,000 GENERAL OBLIGATION BONDS, SERIES 2025A OF THE DISTRICT AND VOTE TO AWARD SAID BONDS TO THE LOWEST BIDDER COMPLYING WITH THE NOTICE OF SALE AND INSTRUCTIONS TO BIDDERS OR TO REJECT ALL BIDS.

passed with a motion by Zeldon Rice and a second by Amanda McBride.

Amanda McBride: Yes
Elizabeth Fabrega: Yes
Patty Neuwirth: Yes
Zeldon Rice: Yes

d. CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2025A IN THE SUM OF \$12,380,000 BY INDEPENDENT SCHOOL DISTRICT NUMBER 8 OF COMANCHE COUNTY, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; PROVIDING FOR LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE SAME AND FIXING OTHER DETAILS OF THE ISSUE; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT AND AN OFFICIAL STATEMENT; AND AUTHORIZING EXECUTIONS AND ACTIONS NECESSARY FOR THE ISSUANCE AND DELIVERY OF THE BONDS.

MOTION PASSED: MOTION TO CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2025A IN THE SUM OF \$12,380,000 BY INDEPENDENT SCHOOL DISTRICT NUMBER 8 OF COMANCHE COUNTY, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; PROVIDING FOR LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE SAME AND FIXING OTHER DETAILS OF THE ISSUE; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT AND AN OFFICIAL STATEMENT; AND AUTHORIZING EXECUTIONS AND ACTIONS NECESSARY FOR THE ISSUANCE AND DELIVERY OF THE BONDS. passed with a motion by Elizabeth Fabrega and a second by Zeldon Rice.

Amanda McBride: Yes
Elizabeth Fabrega: Yes
Patty Neuwirth: Yes
Zeldon Rice: Yes

e. RECEIVE BIDS FOR THE PURCHASE OF \$620,000 GENERAL OBLIGATION BONDS, TAXABLE SERIES 2025B OF THE DISTRICT AND VOTE TO AWARD SAID BONDS TO THE LOWEST BIDDER COMPLYING WITH THE NOTICE OF SALE AND INSTRUCTIONS TO BIDDERS OR TO REJECT ALL BIDS.

MOTION PASSED: MOTION TO RECEIVE BIDS FOR THE PURCHASE OF \$620,000 GENERAL OBLIGATION BONDS, TAXABLE SERIES 2025B OF THE DISTRICT AND VOTE TO AWARD SAID BONDS TO THE LOWEST BIDDER COMPLYING WITH THE NOTICE OF SALE AND INSTRUCTIONS TO BIDDERS OR TO REJECT ALL BIDS.

passed with a motion by Zeldon Rice and a second by Amanda McBride.

Amanda McBride: Yes
Elizabeth Fabrega: Yes
Patty Neuwirth: Yes
Zeldon Rice: Yes

f. CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, TAXABLE SERIES 2025B IN THE SUM OF \$620,000 BY INDEPENDENT SCHOOL DISTRICT NUMBER 8 OF COMANCHE COUNTY, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; PROVIDING FOR LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE SAME AND FIXING OTHER DETAILS OF THE ISSUE; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT AND AN OFFICIAL STATEMENT; AND AUTHORIZING EXECUTIONS AND ACTIONS NECESSARY FOR THE ISSUANCE AND DELIVERY OF THE BONDS.

MOTION PASSED: MOTION TO CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, TAXABLE SERIES 2025B IN THE SUM OF \$620,000 BY INDEPENDENT SCHOOL DISTRICT NUMBER 8 OF COMANCHE COUNTY, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; PROVIDING FOR LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE SAME AND FIXING OTHER DETAILS OF THE ISSUE; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT AND AN OFFICIAL STATEMENT; AND AUTHORIZING EXECUTIONS AND ACTIONS NECESSARY FOR THE ISSUANCE AND DELIVERY OF THE BONDS. passed with a motion by Amanda McBride and a second by Zeldon Rice.

Amanda McBride: Yes
Elizabeth Fabrega: Yes
Patty Neuwirth: Yes
Zeldon Rice: Yes

g. Discussion with possible action to approve sanctioning applications.

Motion Passed: Motion to approve sanctioning applications passed with a motion by Zeldon Rice and a second by Amanda McBride.

Amanda McBride: Yes
Elizabeth Fabrega: Yes
Patty Neuwirth: Yes
Zeldon Rice: Yes

h. Information Item: Business Operations and Educational Services Departmental Updates

Updated reports from Business Operations and Educational Services were provided to the board, sharing both recent and pending activities in their departments ensuring the board members stay informed about the district functions and initiatives.

i. Superintendent's Announcement(s)

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# 1555-1673

Building Fund (21) PO# 81-97

Bond Fund (33) PO# 191-208

2. Change Order Listing

3. Payroll Encumbrance Purchase Order Numbers

b. Report of the Activity Fund Custodian - Kim Wander

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

c. Approval of the Minutes of January 13, 2025. Regular Board Meeting

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

e. Approval of the Balance of the Consent Agenda

Motion Passed: Motion to approve the balance of the consent agenda passed with a motion by Amanda McBride and a second by Elizabeth Fabrega.

Amanda McBride: Yes

Elizabeth Fabrega: Yes

Patty Neuwirth: Yes

Zeldon Rice: Yes

f. Approval of Item that was Previously Pulled for Separate Action

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 A and Exhibit B.

- 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

- a. Approval of Superintendent's Personnel Reports, Exhibit A (and Exhibit B that was presented under separate cover)

Motion Passed: Motion to approve the Superintendent's Personnel Report passed with a motion by Amanda McBride and a second by Zeldon Rice.

Amanda McBride: Yes
Elizabeth Fabrega: Yes
Patty Neuwirth: Yes
Zeldon Rice: Yes

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) There was no New Business.

13. The next regular board meeting date is Monday, March 3, 2025, at 5:00 p.m., in the Shoemaker Center Auditorium.

14. Setting New Board Meeting Dates

No new dates were set.

15. Board Announcements

Upcoming events include: Black History Month events, LPS Production of Grease and the 100th Anniversary of the Rotary Track Meet.

16. Adjournment

Meeting adjourned at 5:37 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 10th day of February, 2025.

School Seal:

Elizabeth Fabrega, Clerk of the Board

Schyla Brown, Minutes Clerk

Carla Clodfelter, President

HUMAN RESOURCES		
Personnel Report - Exhibit A		
March 3, 2025		
*Denotes Retirement; **Denotes never worked; ***Correction		
The following RESIGNATIONS have been received:		
<u>CERTIFIED</u>		
NAME	ASSIGNMENT	END DATE
Abrell, Carrie	Teacher	5/23/2025
Barry, Brianna	Teacher	5/23/2025
Bratton, Meredith	Teacher	5/23/2025
Brejcha, Brianna	Teacher	5/23/2025
Butemeyer, Linda*	Counselor	5/23/2025
Butler, Michele	Teacher	5/23/2025
Cannella, Emma	Counselor	5/23/2025
Clafin, Victoria	Teacher	3/23/2025
Daffern, Sandra*	Teacher	5/23/2025
Dahms, Megan	Teacher	5/23/2025
Denson, Riley	Teacher	5/23/2025
Dermody, Katerina	Teacher	5/23/2025
Fisher, Rebecca*	Teacher	5/23/2025
Goodson, Matthew	Teacher	5/23/2025
Hatch, Brenda*	Director	5/23/2025
Herrera, Jessica	Teacher	5/23/2025
Higgins, Sonja	Teacher	5/23/2025
Izaguirre, Katelyn	Teacher	5/23/2025
Jokinen, Kristen	Teacher	5/23/2025
Kortright-Ramos, Valerie	Teacher	5/23/2025
LaMay, Suzanne*	Speech Language Pathologist Assistant	5/23/2025
Lehr, Jay*	Principal	6/30/2025
Middleton, William*	Teacher	5/23/2025
Murrain, Jeffrey*	Teacher	5/23/2025
Owen, Christy	Teacher	5/23/2025
Powers, Sharon*	Teacher	5/23/2025
Prince, Corina	Teacher	5/23/2025
Ramirez, Clara*	Teacher	5/23/2025
Ranson, Steven*	Teacher	5/23/2025

Stewart, Kendra	Teacher	5/23/2025
White, Tequonya	Teacher	5/23/2025
Wiley, Mark*	Teacher	5/23/2025
Wilson, Jeanie*	Teacher	5/23/2025
Yungandreas, Rebekah	Teacher	5/23/2025
<u>SUPPORT</u>		
NAME	ASSIGNMENT	END DATE
Balde, Aissatou	Cook	4/11/2025
Brierton, Dezarae	Cook	2/11/2025
Christmas, Jennifer	Custodian	2/20/2025
Clafin, Joseph	Personal Care Assistant	2/21/2025
Clafin, Zachary	Custodian	2/28/2025
Cleveland, Chad	Custodian	2/13/2025
Contreras, Kayla	Personal Care Assistant	5/22/2025
Dorsey, Taina	Personal Care Assistant	3/7/2025
Dunn, Kelli	Custodian	2/19/2025
Francois, Aneshae	Secretary	5/30/2025
Frazier, Larry	Bus Driver	2/27/2025
Granger, Ty	Custodian	2/11/2025
Guillaume, Gyllmichael	Cafeteria Custodian	2/24/2025
Heard, Somruck	Cook	5/23/2025
Lovett, Makenzie	Occupational Therapist Assistant	1/17/2025
Martinez, Alejandra	Cook	2/11/2025
May, Sheri	Occupational Therapist	5/23/2025
Miller, Ashleigh	Personal Care Assistant	5/22/2025
Oglesby, Zaria	Cook	2/24/2025
Ontiveros, Kimberly	Cook	1/7/2025
Quisenberry, Abiah	Personal Care Assistant	2/13/2025
Quisenberry, Colleen	Special Education Job Coach	5/22/2025
Ridley-Stewart, Jessica	Crisis Interventionist	2/18/2025
Scarbro, Preslee	Makerspace Assistant	5/22/2025
Thomas, Selena	Custodian	2/28/2025
Thurman, Albert David	Custodian	2/10/2025
Wenze, Baron	Custodian	2/20/2025
Young, Mary*	Cook	5/22/2025
Zitogh, Cy	Custodian	2/14/2025
The following EXTRA DUTIES have been assigned for the 2024-2025 school year:		

NAME	ASSIGNMENT	START DATE
Desilver, Jayson***	Assistant Men's Baseball Coach	2/1/2025
The following ADJUNCT have been assigned for the 2024-2025 school year:		
NAME	ASSIGNMENT	START DATE
Lyda, Madison	Computer Science	8/5/2024