

Newcastle Board of Education Regular Meeting
November 8, 2022 6:00 PM
Administrative Office Board Room
101 North Main
Newcastle, OK 73065

1. Flag Salute
2. Call to Order and Roll Call of Members
3. Outstanding Service or Achievement Awards
4. Discussion and possible action on the Consent Agenda:
 - A. Agenda of Regular Meeting of November 8, 2022
 - B. Minutes of Regular Meeting of October 11, 2022
 - C. 2023 Newcastle School Board of Education Regular Meeting Dates
 - D. FY23 Transportation Surplus List
 - E. Additional Adjunct Teachers for Newcastle Schools
 - Patricia Skinner - TCLA - for Art I and Art History
 - Amy Wright - Newcastle High School - Physical Science
 - F. Dr. Melonie Hau requests permission to attend The National AASA NCE Conference to be held in San Antonio, Texas, February 14 through February 17, 2022.
 - G. Mr. Brandon Morgan, FFA Agricultural Instructor, requests permission to travel out of state overnight to the Arizona Grand National Livestock Show held in Phoenix, Arizona on December 26-31, 2022. He will be taking 4 students and 2 additional sponsors.
5. Public Input
6. Superintendent and Staff Updates:
 - A. Ms. Jennifer Rosenbloom, ECC Principal
 - B. Ms. Angie Green, Special Education Director
 - C. Dr. Melonie Hau
 - Bond Update
 - District Updates
7. Discussion and possible action on the Contract Consent Agenda
 - A. FY23 Nabholz Contracts
 - B. VOIP Services Contract - Pioneer Telephone Cooperative
8. Discussion and possible action regarding Financial Consent Agenda
 - A. General Fund 11 Encumbrances and Change Orders
 - B. Building Fund 21 Encumbrances and Change Orders
 - C. Bond Fund 39 Encumbrances and Change Orders
 - D. Bond Fund 32 Encumbrances
 - E. Bond Fund 33 Encumbrances
 - F. Monthly payroll and extra duty disbursement
 - G. Purpose of Activity Fund Accounts

- H. Revenue Analysis-General Fund
- I. Revenue Expenditure Summary-Athletic
- J. Revenue-Expenditure Summary-Non Athletic
- K. Treasurer's Report
- L. FY23 Booster Club Sanctioning
 - Newcastle Wrestling Booster Club, Inc.
 - Newcastle Elementary Parent Teacher Organization
 - Newcastle Volleyball Booster Club
 - Newcastle Racer Soccer Booster Club, Inc.
 - Newcastle Baseball Booster Club
 - Newcastle Cheer Booster Club
- 9. New Business
- 10. Proposed executive session to discuss employment of personnel, retirements, resignations, terminations, hiring of employees, employment, rehiring and changes to employment contracts of current and prospective district employees as outlined on attached Schedule A, pursuant to 25 O.S. Section 307 (B)(1)
- 11. Vote to convene or not to convene in executive session
- 12. Return to Open Session
- 13. Discussion and possible action regarding employment of personnel, retirements, resignations, terminations, hiring of employees, employment, rehiring and changes to employment contracts of current and prospective district employees as outlined on attached Schedule A
- 14. Adjournment

This agenda was posted on the front door of the administration building at 5:00pm on Monday, November 7, 2022 by Darla Allen.

Newcastle Board of Education Regular Meeting
October 11, 2022 6:00 PM
Administrative Office Board Room
101 North Main
Newcastle, OK 73065

Attendance Taken at 6:02 PM. Mr. Darrin Abel: Absent, Ms. Valory Dalton: Absent, Mr. Jeff Dingee: Present, Ms. Tiffany Elczyn: Present, Mr. John Maker: Present.

1. Flag Salute - Ms. Adams 3rd grade
2. Call to Order and Roll Call of Members
3. Outstanding Service or Achievement Awards

Ms. Terri Scott recognized Eric Trent for his Outstanding Service to the Elementary School in all types of activities.

4. Discussion and possible action on the Consent Agenda:

Motion to approve consent agenda passed with a motion by Ms. Tiffany Elczyn and a second by Mr. Jeff Dingee.

Mr. Darrin Abel: Absent, Ms. Valory Dalton: Absent, Mr. Jeff Dingee: Yea, Ms. Tiffany Elczyn: Yea, Mr. John Maker: Yea
Yea: 3, Nay: 0, Absent: 2

- A. Agenda of Regular Meeting of October 11, 2022
- B. Minutes of Special Meeting of October 5, 2022
- C. Minutes of Special Meeting of September 21, 2022
- D. Minutes of Regular Meeting of September 13, 2022
- E. Interlocal Cooperative Agreement with City Park Grant for Sidewalk
- F. FY23 Mentor List
- G. FY23 Newcastle Middle School Adjunct Teachers
 - Malcom Myers - Mid-Level Social Studies
- H. Ms. Nikki Gayler, Cross Country Head Coach, requests permission for an overnight stay at Ponca City for Cross County Regionals on October 21-22.

5. Newcastle School Data, College Readiness, Remediation and Drop Out Information presented by Mr. Adam Hull, Newcastle High School Principal.

Mr. Adam Hull, HS Principal, reported on the College Readiness, Remediation and Drop Out Report Information

6. Discussion and possible action to pass the 2022-2023 School Board Election Resolution

Motion to approve Resolution passed with a motion by Ms. Tiffany Elcyszyn and a second by Mr. Jeff Dingee.

Mr. Darrin Abel: Absent, Ms. Valory Dalton: Absent, Mr. Jeff Dingee: Yea, Ms. Tiffany Elcyszyn: Yea, Mr. John Maker: Yea

Yea: 3, Nay: 0, Absent: 2

7. Discussion and possible action regarding the redistricting of Newcastle Public School Board Districts

Motion to approve the attached resolution and map for the Newcastle board districts passed with a motion by Ms. Tiffany Elcyszyn and a second by Mr. Jeff Dingee.

Mr. Darrin Abel: Absent, Ms. Valory Dalton: Absent, Mr. Jeff Dingee: Yea, Ms. Tiffany Elcyszyn: Yea, Mr. John Maker: Yea

Yea: 3, Nay: 0, Absent: 2

8. Public Input

No Public Input

9. Superintendent and Staff Updates:

A. Ms. Terri Scott, Lower Elementary Principal / Mr. Ryan McLaughlin, Upper Elementary Principal

Ms. Terri Scott and Mr. Ryan McLaughlin reported on the Elementary and how they are meeting goals for the CSI Plan.

B. Ms. Kristi Ferguson, Assistant Superintendent

10. Discussion and possible action regarding the Resolution of the Newcastle Public Schools' Board of Education approving the Newcastle Education Foundation as a qualified public school foundation

Motion to approve the Resolution of the Newcastle Public Schools' Board of Education approving the Newcastle Education Foundation as a qualified public school foundation passed with a motion by Mr. Jeff Dingee and a second by Ms. Tiffany Elcyszyn.

Mr. Darrin Abel: Absent, Ms. Valory Dalton: Absent, Mr. Jeff Dingee: Yea, Ms. Tiffany Elcyszyn: Yea, Mr. John Maker: Yea

Yea: 3, Nay: 0, Absent: 2

11. Discussion and possible action regarding Newcastle School Board Policy CI - Equal Opportunity Education Scholarship Tax Credit

Motion to approve Newcastle School Board Policy CI - Equal Opportunity Education Scholarship Tax Credit passed with a motion by Ms. Tiffany Elcyzyn and a second by Mr. Jeff Dingee.

Mr. Darrin Abel: Absent, Ms. Valory Dalton: Absent, Mr. Jeff Dingee: Yea, Ms. Tiffany Elcyzyn: Yea, Mr. John Maker: Yea
Yea: 3, Nay: 0, Absent: 2

12. Discussion and possible action on the Contract Consent Agenda

Motion to approve FY23 Virtual Care Services Agreement between Norman Regional Hospital Authority and Newcastle Public Schools passed with a motion by Ms. Tiffany Elcyzyn and a second by Mr. Jeff Dingee.

Mr. Darrin Abel: Absent, Ms. Valory Dalton: Absent, Mr. Jeff Dingee: Yea, Ms. Tiffany Elcyzyn: Yea, Mr. John Maker: Yea
Yea: 3, Nay: 0, Absent: 2

A. FY23 Virtual Care Services Agreement, Norman Regional Hospital Authority and Newcastle Public Schools

13. Discussion and possible action regarding Financial Consent Agenda

Motion to approve the Financial Consent Agenda Items A-I passed with a motion by Ms. Tiffany Elcyzyn and a second by Mr. Jeff Dingee.

Mr. Darrin Abel: Absent, Ms. Valory Dalton: Absent, Mr. Jeff Dingee: Yea, Ms. Tiffany Elcyzyn: Yea, Mr. John Maker: Yea
Yea: 3, Nay: 0, Absent: 2

A. General Fund 11 Encumbrances and Change Orders

B. Building Fund 21 Encumbrances and Change Orders

C. Bond Fund 39 Encumbrances and Change Orders

D. Monthly payroll and extra duty disbursement

E. Purpose of Activity Fund Accounts

F. Revenue Analysis-General Fund

G. Revenue Expenditure Summary-Athletic

H. Revenue-Expenditure Summary-Non Athletic

I. Treasurer's Report

14. New Business

No new business

15. Proposed executive session to discuss employment of personnel, retirements, resignations, terminations, hiring of employees, employment, rehiring and changes to employment contracts of current and prospective district employees as outlined on attached Schedule A, pursuant to 25 O.S. Section 307 (B)(1)

16. Vote to convene or not to convene in executive session

Motion to not convene in Executive Session at 6:54pm passed with a motion by Ms. Tiffany Elcyzyn and a second by Mr. Jeff Dingee.

Mr. Darrin Abel: Absent, Ms. Valory Dalton: Absent, Mr. Jeff Dingee: Yea, Ms. Tiffany Elcyzyn: Yea, Mr. John Maker: Yea
Yea: 3, Nay: 0, Absent: 2

17. Return to Open Session

Did not go into executive session

18. Discussion and possible action regarding employment of personnel, retirements, resignations, terminations, hiring of employees, employment, rehiring and changes to employment contracts of current and prospective district employees as outlined on attached Schedule A

Motion to approve Schedule A as attached passed with a motion by Mr. Jeff Dingee and a second by Ms. Tiffany Elcyzyn.

Mr. Darrin Abel: Absent, Ms. Valory Dalton: Absent, Mr. Jeff Dingee: Yea, Ms. Tiffany Elcyzyn: Yea, Mr. John Maker: Yea
Yea: 3, Nay: 0, Absent: 2

19. Adjournment

Meeting adjourned at 6:55pm by Mr. John Maker

President

Vice President

Clerk

Deputy Clerk

Member



Newcastle Public Schools

101 N. Main
Newcastle, OK 73065
<http://www.newcastle.k12.ok.us>
(405) 387-2890

NEWCASTLE SCHOOL BOARD REGULAR MEETING DATES 2023

DATE	DAY	TIME	PLACE
January 10	Tuesday	6:00 p.m.	Administration Board Room, 101 N. Main, Newcastle
February 7	Tuesday	6:00 p.m.	Administration Board Room, 101 N. Main, Newcastle
March 7	Tuesday	6:00 p.m.	Administration Board Room, 101 N. Main, Newcastle
April 11	Tuesday	6:00 p.m.	Administration Board Room, 101 N. Main, Newcastle
May 9	Tuesday	6:00 p.m.	Administration Board Room, 101 N. Main, Newcastle
June 13	Tuesday	6:00 p.m.	Administration Board Room, 101 N. Main, Newcastle
June 27	Tuesday	6:00 p.m.	Administration Board Room, 101 N. Main, Newcastle
July 25	Tuesday	6:00 p.m.	Administration Board Room, 101 N. Main, Newcastle
August 8	Tuesday	6:00 p.m.	Administration Board Room, 101 N. Main, Newcastle
September 12	Tuesday	6:00 p.m.	Administration Board Room, 101 N. Main, Newcastle
October 10	Tuesday	6:00 p.m.	Administration Board Room, 101 N. Main, Newcastle
November 14	Tuesday	6:00 p.m.	Administration Board Room, 101 N. Main, Newcastle
December 12	Tuesday	6:00 p.m.	Administration Board Room, 101 N. Main, Newcastle

E-mail copy to insurance.mcclainclerk@gmail.com
(405) 527-3117

MEMO

To: Newcastle Board of Education
From: Kristi Ferguson, Assistant Superintendent
Date: November 2, 2022
Re: Surplus list of school vehicles

The following vehicles or equipment need to be declared as surplus for sale or disposal:

Bus No./Descriptor	License Plate	State	Model Year	Mileage	Vehicle Description	VIN Number
N06	4-36370	OK	2005	116,272	Blue Bird	1BAKGCKH16R232194
N18	4-40136	OK	2005	100,980	BlueBird	1BAKGCKH36F232195
N01	39000	OK	2004	111,070	BlueBird	1BAKGCKHO5F227146
N23/Handicap	27553	OK	2007	85078	BlueBird Micro	1FCEX45P77DA37848

 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 11th day of October in the year 2022
(In words, indicate day, month, and year.)

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

Newcastle Public Schools
101 N. Main Street
Newcastle, OK 73065

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

Nabholz Construction Corporation
6400 S. Superior Ave
Oklahoma City, OK 73149

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

Newcastle Public Schools 2022 Bond Projects

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

MA+ Architecture
4000 N Classen Blvd
Suite 100N
Oklahoma City, OK 73118

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.)

Construction Documents to 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.)

TBD-will be identified in Construction Documents

§ 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.)

\$50,000,000.00 (Fifty Million Dollars)

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

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 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.)

Phasing Requirements to be developed

§ 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.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, upon request of the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, as may be amended by the parties, 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.)

To be defined by separate amendment

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

Melanie Hau
101 N. Main Street
Newcastle, OK 73065

§ 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.)

Init.

MA+ Architecture
4000 N Classen Blvd
Suite 100N
Oklahoma City, OK 73118

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

.1 Geotechnical Engineer:

To be defined by separate amendment

.2 Civil Engineer:

To be defined by separate amendment

.3 Other, if any:

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

To be defined by separate amendment

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

Gary Armbruster
MA+ Architecture
110 N Mercedes Drive
Suite 200
Norman, OK 73069

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

Eric Schiess, Project Executive
6400 S Superior Ave
Oklahoma City, OK 73149

§ 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.)

Staffing dependent on phasing

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

Title 61

Init.

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

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change during the development of the Guaranteed Maximum Price.

§ 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.

§ 2.1.1 Construction Manager shall exercise the degree of care, skill and diligence in the performance of the Construction Manager's Work, to assure its Work is performed in a good and workmanlike manner, consistent with construction industry standards for similar projects and circumstances in the same geographic area (hereinafter the "Construction Manager's Standard of Care"). The Construction Manager shall be responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Construction Manager's Work under this Agreement, including all coordination of the duties of all trades, and shall furnish efficient business administration and supervision of the Work.

Construction Manager's Standard of Care specifically excludes any design or design-related responsibilities, and any action taken by Construction Manager under this Agreement does not and shall not be construed to approve, represent or warrant the adequacy and suitability of the plans and specifications for the purpose for which they are provided.

§ 2.1.2 To the extent the Owner requests that the Construction Manager provide services within its Standard of Care, such as value analysis and/or constructability suggestions or comments with respect to the Drawings and Specifications, Owner acknowledges that such services are advisory only and not professional design services. The Owner shall refer all suggestions and comments to the Architect or other design professionals for review and evaluation prior to Owner's acceptance thereof. The Owner further acknowledges that the Construction Manager is not responsible for adequacy of the drawings and specifications or for identifying errors or omissions that may exist therein. The Owner shall cause the Architect to revise the Drawings and Specifications to reflect all value analysis and constructability suggestions and comments accepted by the Owner without delay or disruption to the timely and orderly progress of the work. The contract sum and contract time may be adjusted upon the Contractor's review and pricing of the revised Drawings and Specifications.

§ 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 an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests and the Construction Manager's Standard of Care. 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. Nothing herein shall negate Construction Manager's right to equitable adjustments in the Contract Time or Contract Sum in accordance with 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 (as amended), 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; Article 15, Claims and Disputes. The term "Contractor" as used in A201–2017 (as amended) 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 (as amended), which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 (as amended), 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(as amended) 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 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 perform its Preconstruction Services consistent with the Construction Manager's Standard of Care. The Construction Manager 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, and possible cost reductions.

§ 3.1.3.3 The Owner and Architect shall consult with the Construction Manager in establishing building information modeling and digital data protocols for the Project to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the 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: completion of various elements of the Architect's work, submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor (or appropriate breakdown of the Work); ordering and delivery of products, including those that

must be ordered in advance of construction (if such products are known by or communicated to the Construction Manager) and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager 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 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, and Construction Manager, 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 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 in an effort 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 Owner's approval.

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

§ 3.1.9 [Intentionally Omitted]

§ 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 [Intentionally Omitted]

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project. Trade Contractors and Suppliers shall be selected and contracts let in strict accordance with the provisions of the Public Competitive Bidding Act of 1974, **Okla. Stat. tit. 61, §§ 101, et seq.** (the "Act"). The Construction Manager represents and warrants to the Owner that: (1) the Construction Manager has sufficient experience with the requirements of the Act to effectively and efficiently supervise the Project; (2) the Construction Manager will review all proposed contract documents, bidding materials, including bid notices, and bids received from potential Trade Contractors for compliance with the Act; and (3) the Construction Manager will verify that all Work performed under the Contract Documents is performed in accordance with the provisions of the Act. Construction Manager may elect to self-perform portions of the Work provided that the Construction Manager competitively bids the Work under the same terms and conditions as other bidders and the Construction Manager is the lowest responsible bidder for that construction contract. Where applicable, all bids shall be made and received in accordance with the provisions of the Act.

§ 3.1.11.3 [Intentionally Omitted]

§ 3.1.12 Procurement
[Intentionally Omitted]

§ 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 When the Drawings and Specifications have been completed, the Construction Manager will solicit trade contractors for competitive bids in relevant trade categories. After the award of the Trade Contracts by the Owner, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of all Trade Contracts, including contingencies and allowances described in Section 3.2.4, the General Conditions and the Construction Manager's fee Upon Owner's acceptance of the Guaranteed Maximum Price proposal, Construction Manager shall execute the Trade Contracts. .

§ 3.2.2 [Intentionally Omitted].

§ 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.
- .6 The Date of Commencement of the Work shall be within ten (10) days of receipt of 1) Owner's Notice to Proceed, 2) the issuance of all applicable permits, and 3) Proof of adequate financing for the Work by the Owner and/or Owner's lender (in a form suitable to the Construction Manager shall include its), whichever is later.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager may include a contingency to account for unexpected costs which are considered reimbursable as a part of the Cost of the Work but not included in the General Conditions. Any new Work or change in the scope of Work within any Construction Contract will be the subject of an approved Change Order. It is understood by the Parties that this contingency is not to be allocated to costs due to errors and omissions in the Contract Documents or to remedy, correct or resolve any inconsistencies, ambiguities, errors or omissions contained within the Architect's work product on which the Construction Manager's Guaranteed Maximum Price was based.

§ 3.2.5 The Construction Manager shall meet with the Owner 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. Upon acceptance of the Guaranteed Maximum Price proposal, the parties will execute an Amendment to this Agreement establishing the Guaranteed Maximum Price and the date for Substantial Completion of the Work. The Construction Manager shall then execute the Trade Contracts and issue a Notice to Proceed in accordance with the Construction Management Act for Political Subdivisions..

§ 3.2.7 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, with the exception of reimbursable costs associated with Preconstruction Services, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

§ 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 of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents, provided the Architect clouds all changes to the Drawings and Specifications on which the Guaranteed Maximum Price was based.

§ 3.2.9 [Intentionally Omitted]

§ 3.2.10 [Intentionally Omitted]

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017 (as amended), 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 execution of a Guaranteed Maximum Price amendment by Owner and Construction Manager, and the Owner's issuance of a Notice to Proceed.

§ 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 (as amended).

§ 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.

§ 3.3.3 Supervision

Construction Manager shall provide a competent superintendent for the Project, approved by Owner, who shall serve at the Project site as the Construction Manager's designated representative responsible for layout, direction, coordination and sequencing of the Work, and all other required activities, for the duration of the Project. The Construction Manager's superintendent shall not be replaced except (i) due to his or her termination from Construction Manager's employment, or (ii) if Owner requests a replacement due to performance issues or to resolve incompatible working relationships. No new superintendent shall be designated by the Construction Manager without the prior approval of the Owner.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

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

§ 4.1.2 [Intentionally Omitted]

§ 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 in a timely manner so as not to delay the Project schedule. 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 does not have the authority to approve Changes Orders or amend this Agreement. Such authority

is reserved to the Owner's City-County Library Commission of Tulsa County. The Owner's representative shall render decisions promptly and furnish information expeditiously, 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 (as amended), 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, the Owner shall compensate the Construction Manager as follows:

The fee for preconstruction services shall be a lump sum of Seventy-Five Thousand Dollars (payable only if Bond passes) (\$75,000.00). Any miscellaneous costs associated with the delivery of preconstruction services (printing, advertising, travel, etc.) shall be invoiced at direct cost of the item without mark-up or profit for the Construction Manager. Preconstruction Services will be invoiced on a pro-rata monthly basis for the term of the preconstruction services as identified in Article 5.1.2.

The fee for preconstruction phase services indicated above shall be waived in full upon Commencement of the Construction Phase.

§ 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.)

Compensation for Preconstruction Phase Services shall be equitably adjusted if such services extend beyond **not applicable** (N/A) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified. If preconstruction services extend past the time frame identified, the following rates shall apply and will be billed on a timecard basis for those individuals working on this project:

Individual or Position	Rate
Preconstruction Manager	\$95.00/hr
Chief Estimator	\$75.00/hr
Senior Project Manager	\$95.00/hr
Constructability/Value Analysis Professional	\$90.00/hr
Project Manager	\$75.00/hr
General Superintendent	\$80.00/hr
Project Coordinator	\$50.00/hr
Clerical	\$35.00/hr
Model Integrator	\$55.00/hr

Owner acknowledges that the Charging Rates noted in this 5.1.2 are confidential and competitive to Construction Manager and shall not be disclosed to any third-party without advance written authorization of Construction Manager's Operations President. Should the date of commencement, as defined in the initial solicitation, be delayed through no fault of the Construction Manager, the Construction Manager reserves the right to substitute project team members from those originally proposed or be entitled to compensation for those team members per the rate schedule list above.

§ 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,

Init.

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, retirement plans, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 [Intentionally Omitted]

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services will be in accordance with 5.1.1.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the due date shall bear interest at the rate

(Paragraphs deleted)

equal to the interest rate charged on judgments of the District Court as modified from time to time, not to exceed 10% per annum.

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.

§ 6.1.1.1 The Construction Manager's certification for payment shall constitute a representation to the Owner, based upon the Construction Manager's review of the Work and onsite visits that, to the best of the Construction Manager's knowledge, information and reasonable belief, the Work has progressed to the point indicated and that the Work has been performed in a good and workmanlike manner in accordance with the Construction Documents and applicable laws and regulations. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to Substantial Completion and to specific qualifications expressed by the Construction Manager upon submission of the Certificate for Payment. The issuance of the Certificate for Payment shall further constitute a representation by the Construction Manager that the Contractor is entitled to payment in the amount certified.

§ 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.)

Three- and one-half percent (3.5%) of Cost of the Work

§ 6.1.3 [Intentionally Omitted]

§ 6.1.4 [Intentionally Omitted]

§ 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.)

None

§ 6.1.7

(Paragraphs deleted)

[Intentionally Omitted]

§ 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.

§ 6.2.1 [Intentionally Omitted]

Init.

§ 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 to Construction Manager in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time and/or Contract Sum 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 (as amended), 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 (as amended), 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 amended), 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 (as amended) 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 Included in the Guaranteed Maximum Price

§ 7.1.1 The term Cost of the Work shall mean the total of the final Contract Sums of all of the Trade Contracts, plus the General Conditions and all reimbursement expenses relating to the construction phase of the Project. The term "Cost of the Work" does not include the compensation of the Architect, the Architect's or Owner's consultants, the Construction Manager or the Construction Manager's consultants. The Cost of the Work shall include only those reimbursement expenses set forth in this Article 7 and not included in the General Conditions. At the time the Guaranteed Maximum Price is established, an amount for Project requirements and General Conditions, as agreed to by the Owner and Construction Manager, will be determined and will be set forth in Amendment No. 1. This sum for General Conditions will be billed and paid in equal monthly installments commencing with the calendar month next following the date of commencement of construction of the Project and concluding on the date established in Amendment No. 1 for Substantial Completion of the Work. Payments will be prorated for part of a calendar month at the commencement of construction and the calendar month in which Substantial Completion occurs.

§ 7.1.1.1 The sum for General Conditions will be billed as a lump sum and paid in equal monthly installments commencing with the calendar month next following the date of commencement of construction of the Project and concluding on the date established in the Guaranteed Maximum Price Amendment for Substantial Completion of the Work. Payments will be pro-rated for part of a calendar month at the commencement of construction and the calendar month in which Substantial Completion is to occur.

§ 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 [Intentionally Omitted]

§ 7.2 Labor Costs

§ 7.2.1 Wages of construction workers directly employed by the Construction Manager to perform any portion of the Work at the site, unless such work is included within bid packages competitively bid by the Construction Manager to be

self-performed, and salaries of the Construction Manager's supervisory personnel whether or not stationed at the site and included as a part of the amount agreed to for General Conditions.

(Paragraphs deleted)

§ 7.3 Contract and Subcontract Costs

Payments made by the Construction Manager to Trade Contractors or Subcontractors in accordance with the requirements of the Trade Contracts and Subcontracts and payments due to the Construction Manager for any self-performed portions of the Work..

§ 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 owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Equipment owned by the Construction manager shall be rented at a rate not to exceed the standard rental rate in the geographical area in which the project is located.

§ 7.5.3 Costs of removal of debris and/or costs associated with diverting waste to a waste recycling center from the site of the Work and its proper and legal disposal.

§ 7.5.4 [Intentionally Omitted]

§ 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 including deductibles and bond premiums that can be directly attributed to this Contract shall be reimbursed at Contractor's actual cost.

§ 7.6.1.1 [Intentionally Omitted]

§ 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 [Intentionally Omitted]

§ 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 (as amended) 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 knew 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 (as amended). 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, data lines, telephone service, electronic equipment, and software, directly related to the Work and located at the site.

§ 7.6.7 Costs of document reproductions, postage, 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 [Intentionally Omitted]

§ 7.6.11 [Intentionally Omitted]

§ 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 (as amended).

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged 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 [Intentionally Omitted]

§ 7.7.5 [Intentionally Omitted]

§ 7.8 Related Party Transactions

§ 7.8.1 [Intentionally Omitted]

§ 7.8.2 [Intentionally Omitted]

§ 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; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.
- .9 Transportation expenses incurred for travel to and within the town of Newcastle, Oklahoma.

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. If Construction Manager notifies the Owner of any discounts, rebates or refunds from subcontractors or vendors for early payment at the beginning of the Project, unless Owner elects to make payment early to take advantage of said discounts, the Construction Manager may choose to make payments and then accrue the discounts to the Construction Manager.

§ 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

[Intentionally Omitted]

(Paragraphs deleted)

ARTICLE 10 ACCOUNTING RECORDS

§ 10.1 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 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.

§ 10.2 [Intentionally Omitted]

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

§ 11.1.3 Provided an Application for Payment is received by the Architect not later than the 1st day of the month, the Owner shall make payment to the Construction Manager not later than the 20th day of the **same** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 30 days after the Architect received the Application for Payment. Owner and Construction Manager agree that the terms outlined in 5.2.2 shall apply to this Article 11.1.3. An Application for Payment shall be deemed certified 14 days after submittal unless the Owner or Architect objects to all or part of the Application for Payment within 14 days of submittal.

§ 11.1.4 If required by the Owner, with each Application for Payment, the Construction Manager shall submit a detailed cost transaction report generated from the Construction Manager's accounting system, and upon request by the Owner or Architect, shall provide any other evidence reasonably required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager, less (2) that portion of those payments attributable to the Construction Manager's Fee, plus (3) payrolls for the period covered by the present Application for Payment.

§ 11.1.4.1 Contractor shall provide written monthly reports with each Application for Payment. Monthly reports must include a summary of the progress of the Work, a detailed, updated, current Project schedule, a log containing a record of weather and any requests for an extension of the time for Substantial Completion based upon weather delays. These monthly reports are considered an integral part of each Application for Payment. No Application for Payment shall be considered received by Owner without inclusion of the monthly report.

§ 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 Owner acknowledges that the Guaranteed Maximum Price applies in the aggregate to all categories and line items of the Cost of the Work. 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 (as amended) 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 (as amended);
- .3 [Intentionally Omitted];
- .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 (as amended);
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

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

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

Five Percent (5%)

§ 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

(Paragraphs deleted)

When the Contractor has completed in excess of fifty percent (50%) of the Work based upon the Contract Sum as reflected on the Schedule of Values and the Owner or Owner’s Representative has determined that satisfactory progress is being made, the retainage shall be reduced to two and one-half percent (2.5%) of the amount earned to date and for the balance of the Work yet to be performed.

§ 11.1.8.3

(Paragraphs deleted)

[Intentionally Omitted]

§ 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 (as amended).

§ 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 stored at the site.

§ 11.1.11 Except with the Owner’s prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). Upon recommendation of the Construction Manager, a Subcontractor’s retainage may be reduced by a percentage established and agreed upon by the Construction Manager. The full five percent (5%) retainage may be reinstated with respect to remaining payments for identified Subcontractors whose manner of completion of the work and its progress do not remain satisfactory to the Construction Manager and/or the Owner, or if any surety withholds its consent, or for other good and sufficient reasons. Notwithstanding any other provision herein, if the Subcontractor is required to provide a bond pursuant to Oklahoma Statutes Title 61, and when the Subcontractor’s portion of the Work is at least fifty percent (50%) complete, the Subcontractor’s retainage shall be two and one-half percent (2.5%) with respect to the balance of the work to be performed by the Subcontractor without reduction of the Subcontractor’s previous retainage.

§ 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.

§ 11.1.13 The receipt by Construction Manager of a partial payment of any amount due to Construction Manager endorsed as payment in full will be deemed to be a part payment only, and any endorsements or statements on a check or other form of commercial paper, or any other document accompanying the payment, shall not be deemed an accord and/or satisfaction, notwithstanding such endorsements.

§ 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 (as amended);
- .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 (as amended). The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017 (as amended). 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 (as amended). 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 [Intentionally Omitted]

§ 11.3 Interest

(Paragraphs deleted)

Interest on unpaid amounts shall be equal to the interest on judgments of the District Courts of the State of Oklahoma, not to exceed ten percent (10%) per annum.

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 (as amended). 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.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document
(Paragraphs deleted)
A201-2017.

§ 12.2 Binding Dispute Resolution

(Paragraphs deleted)
[Intentionally Omitted]

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 (as amended).

§ 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. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall 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.

§ 13.1.6.1 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

Init.

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 (as amended).

§ 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 (as amended), the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 (as amended) 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 (as amended).

§ 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 with the consent of Construction Manager and that is not otherwise included in the Cost of the Work. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall 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 (as amended), 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 (as amended); in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017 (as amended), 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 (as amended). Where reference is made in this Agreement to a provision of AIA Document A201–2017 (as amended) 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 (as amended), 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 Owner shall provide Construction Manager with advance written notice of such assignment. The Construction Manager shall execute all consents reasonably required to facilitate the assignment and acceptable to Construction Manager.

§ 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 Two million dollars (\$ 2,000,000) for each occurrence and two million dollars (\$ 2,000,000) 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 two million dollars (\$ 2,000,000) 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 of one million dollars (\$ 1,000,000) each accident for bodily injury, one million dollars (\$ 1,000,000) each employee for bodily injury by disease, and one million dollars (\$ 1,000,000) policy limit for bodily injury by disease.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of two million dollars (\$ 2,000,000) per claim and two million dollars (\$ 2,000,000) 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.

§ 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 [Intentionally Omitted]

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

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

§ 14.5 Other provisions:

§ 14.5.1 Owner acknowledges that Contractor is an independent contractor and the owner has no ownership or control over Contractor, a private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Oklahoma Open Records Act. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by the Owner. 51 Okl. St. § 24A.10. In the event Owner receives a request for disclosure of records under the Oklahoma Open Records Act, or other request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall allow Construction Manager ten (10) days to object and obtain a court order, if necessary, before disclosing the requested information.

§14.5.2 If Drawings are revised after the Drawings referenced in the Contract, the Owner shall have the Architect re-date all revised sheets and clearly identify all changes by bubble and delta number or other means acceptable to the Construction Manager and Owner. The Owner and Construction Manager acknowledge that it is difficult to determine and implement changes that are not so identified. Regardless if the Contract is amended to incorporate revised Drawings, the Guaranteed Maximum Price and Contract Time are subject to additional equitable adjustments for the cost and time impacts if implementing any changes not so identified.

§ 14.5.3 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement bearing an original manual or electronic signature, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

§ 14.5.4 [Intentionally Omitted]

§ 14.5.5 The Construction Manager shall not be required to furnish performance or defects bonds covering performance of the Contract except as required by the Act or as permitted by the Construction Management for Political Subdivisions Act and agreed by the Owner and Construction Manager. The Construction Manager shall furnish a payment or fidelity bond covering payment of Contractors, Subcontractors and other obligations arising under the Contract. The Construction Manager shall ensure that all bonds required by the Act from contractors be issued as dual obligee bonds in favor of the Owner and the Construction Manager.

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 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 (as amended)
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .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 (as amended) 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)

Justin Woolverton EVP of Operations

(Printed name and title)

NabModel Version 11.01.2021

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 13:27:09 ET on 10/16/2022.

PAGE 1

AGREEMENT made as of the 11th day of October in the year 2022

...

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

Newcastle Public Schools
101 N. Main Street
Newcastle, OK 73065

...

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

Nabholz Construction Corporation
6400 S. Superior Ave
Oklahoma City, OK 73149

...

Newcastle Public Schools 2022 Bond Projects

...

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

MA+ Architecture
4000 N Classen Blvd
Suite 100N
Oklahoma City, OK 73118

PAGE 2

Construction Documents to be developed

...

TBD-will be identified in Construction Documents

PAGE 3

\$50,000,000.00 (Fifty Million Dollars)

...

TBD

...

TBD

...

TBD

...

TBD

...

Phasing Requirements to be developed

...

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, upon request of the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, as may be amended by the parties, 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.

...

To be defined by separate amendment

...

Melanie Hau
101 N. Main Street
Newcastle, OK 73065

PAGE 4

MA+ Architecture
4000 N Classen Blvd
Suite 100N
Oklahoma City, OK 73118

...

To be defined by separate amendment

...

To be defined by separate amendment

...

To be defined by separate amendment

...

Gary Armbruster
MA+ Architecture
110 N Mercedes Drive
Suite 200
Norman, OK 73069

...

Eric Schiess, Project Executive
6400 S Superior Ave
Oklahoma City, OK 73149

...

Staffing dependent on phasing

...

Title 61
PAGE 5

§ 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 during the development of the Guaranteed Maximum Price.

...

§ 2.1.1 Construction Manager shall exercise the degree of care, skill and diligence in the performance of the Construction Manager's Work, to assure its Work is performed in a good and workmanlike manner, consistent with construction industry standards for similar projects and circumstances in the same geographic area (hereinafter the "Construction Manager's Standard of Care"). The Construction Manager shall be responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Construction Manager's Work under this Agreement, including all coordination of the duties of all trades, and shall furnish efficient business administration and supervision of the Work.

Construction Manager's Standard of Care specifically excludes any design or design-related responsibilities, and any action taken by Construction Manager under this Agreement does not and shall not be construed to approve, represent or warrant the adequacy and suitability of the plans and specifications for the purpose for which they are provided.

§ 2.1.2 To the extent the Owner requests that the Construction Manager provide services within its Standard of Care, such as value analysis and/or constructability suggestions or comments with respect to the Drawings and Specifications, Owner acknowledges that such services are advisory only and not professional design services. The Owner shall refer all suggestions and comments to the Architect or other design professionals for review and evaluation prior to Owner's acceptance thereof. The Owner further acknowledges that the Construction Manager is not responsible for adequacy of the drawings and specifications or for identifying errors or omissions that may exist therein. The Owner shall cause the Architect to revise the Drawings and Specifications to reflect all value analysis and constructability suggestions and comments accepted by the Owner without delay or disruption to the timely and orderly progress of the work. The contract sum and contract time may be adjusted upon the Contractor's review and pricing of the revised Drawings and Specifications.

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~~, interests and the Construction Manager's Standard of Care. 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. Nothing herein shall negate Construction Manager's right to equitable adjustments in the Contract Time or Contract Sum in accordance with the Contract Documents.

PAGE 6

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for ~~Construction, Construction (as amended)~~, 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, Law~~; Article 15, Claims and Disputes. The term "Contractor" as used in A201–2017 (as amended) 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, A201–2017 (as amended), which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 (as amended), shall mean the Construction Manager.

...

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~~ A201-2017(as amended) 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, agree~~ 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.

...

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, perform its~~ Preconstruction Services consistent with the Construction Manager's Standard of Care. The Construction Manager 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.

...

§ 3.1.3.2 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 shall consult with the Construction Manager in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, Project to establish the protocols for the development, use, transmission, and exchange of digital data.~~

...

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: completion of various elements of the Architect's work, submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; Subcontractor (or appropriate breakdown of the Work); ordering and delivery of products, including those that must be ordered in advance of construction; construction (if such products are known by or communicated to the Construction Manager) and the occupancy requirements of the Owner.

PAGE 7

The Construction Manager, ~~in consultation with the Architect,~~ Manager 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.

...

§ 3.1.6.1 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, and Construction Manager~~, 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, design~~ 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, 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 in an effort 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. [Intentionally Omitted]

...

§ 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.[Intentionally Omitted]

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project. Trade Contractors and Suppliers shall be selected and contracts let in strict accordance with the provisions of the Public Competitive Bidding Act of 1974, Okla. Stat. tit. 61, §§ 101, et seq. (the "Act"). The Construction Manager represents and warrants to the Owner that: (1) the Construction Manager has sufficient experience with the requirements of the Act to effectively and efficiently supervise the Project; (2) the Construction Manager will review all proposed contract documents, bidding materials, including bid notices, and bids received from potential Trade Contractors for compliance with the Act; and (3) the Construction Manager will verify that all Work performed under the Contract Documents is performed in accordance with the provisions of the Act. Construction Manager may elect to self-perform portions of the Work provided that the Construction Manager competitively bids the Work under the same terms and conditions as other bidders and the Construction Manager is the lowest responsible bidder for that construction contract. Where applicable, all bids shall be made and received in accordance with the provisions of the Act.

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

PAGE 8

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.[Intentionally Omitted]

...

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, When the Drawings and Specifications have been completed, the Construction Manager will solicit trade contractors for competitive bids in relevant trade categories. After the award of the Trade Contracts by the Owner, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2, all Trade Contracts, including contingencies and allowances described in Section 3.2.4, the General Conditions and the Construction Manager's fee Upon Owner's acceptance of the Guaranteed Maximum Price proposal, Construction Manager shall execute the Trade Contracts. .

§ 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.[Intentionally Omitted].

...

.6 The Date of Commencement of the Work shall be within ten (10) days of receipt of 1) Owner's Notice to Proceed, 2) the issuance of all applicable permits, and 3) Proof of adequate financing for the Work by the Owner and/or Owner's lender (in a form suitable to the Construction Manager shall include its), whichever is later.

§ 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. may include a contingency to account for unexpected costs which are considered reimbursable as a part of the Cost of the Work but not included in the General Conditions. Any new Work or change in the scope of Work within any

Construction Contract will be the subject of an approved Change Order. It is understood by the Parties that this contingency is not to be allocated to costs due to errors and omissions in the Contract Documents or to remedy, correct or resolve any inconsistencies, ambiguities, errors or omissions contained within the Architect's work product on which the Construction Manager's Guaranteed Maximum Price was based.

§ 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. Upon acceptance of the Guaranteed Maximum Price proposal, the parties will execute an Amendment to this Agreement establishing the Guaranteed Maximum Price and the date for Substantial Completion of the Work. The Construction Manager shall then execute the Trade Contracts and issue a Notice to Proceed in accordance with the Construction Management Act for Political Subdivisions..~~

§ 3.2.7 ~~The Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, with the exception of reimbursable costs associated with Preconstruction Services, 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. Work, except as the Owner may specifically authorize in writing.~~

§ 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. ~~Documents, provided the Architect clouds all changes to the Drawings and Specifications on which the Guaranteed Maximum Price was based.~~

§ 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.~~ [Intentionally Omitted]

§ 3.2.10 [Intentionally Omitted]

PAGE 9

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, ~~A201-2017~~ (as amended), the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

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

...

§ 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, ~~A201-2017~~ (as amended).

...

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.~~

§ 3.3.3 Supervision

Construction Manager shall provide a competent superintendent for the Project, approved by Owner, who shall serve at the Project site as the Construction Manager's designated representative responsible for layout, direction, coordination and sequencing of the Work, and all other required activities, for the duration of the Project. The Construction Manager's superintendent shall not be replaced except (i) due to his or her termination from Construction Manager's employment, or (ii) if Owner requests a replacement due to performance issues or to resolve incompatible working relationships. No new superintendent shall be designated by the Construction Manager without the prior approval of the Owner.

PAGE 10

§ 4.1.1 ~~The Owner shall provide information with reasonable promptness, in a timely manner, 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. [Intentionally Omitted]~~

...

§ 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, in a timely manner so as not to delay the Project schedule. 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 Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative does not have the authority to approve Changes Orders or amend this Agreement. Such authority is reserved to the Owner's City-County Library Commission of Tulsa County. 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, A201-2017 (as amended), the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

PAGE 11

§ 5.1.1 ~~For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, services, 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.) The fee for preconstruction services shall be a lump sum of Seventy-Five Thousand Dollars (payable only if Bond passes) (\$75,000.00). Any miscellaneous costs associated with the delivery of preconstruction services (printing, advertising, travel, etc.) shall be invoiced at direct cost of the item without mark-up or profit for the Construction Manager. Preconstruction Services will be invoiced on a pro-rata monthly basis for the term of the preconstruction services as identified in Article 5.1.2.~~

The fee for preconstruction phase services indicated above shall be waived in full upon Commencement of the Construction Phase.

...

Compensation for Preconstruction Phase Services shall be equitably adjusted if such services extend beyond **not applicable** (N/A) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified. If preconstruction services extend past the time frame identified, the following rates shall apply and will be billed on a timecard basis for those individuals working on this project:

...

<u>Preconstruction Manager</u>	<u>\$95.00/hr</u>
<u>Chief Estimator</u>	<u>\$75.00/hr</u>
<u>Senior Project Manager</u>	<u>\$95.00/hr</u>
<u>Constructability/Value Analysis Professional</u>	<u>\$90.00/hr</u>
<u>Project Manager</u>	<u>\$75.00/hr</u>
<u>General Superintendent</u>	<u>\$80.00/hr</u>
<u>Project Coordinator</u>	<u>\$50.00/hr</u>
<u>Clerical</u>	<u>\$35.00/hr</u>
<u>Model Integrator</u>	<u>\$55.00/hr</u>

Owner acknowledges that the Charging Rates noted in this 5.1.2 are confidential and competitive to Construction Manager and shall not be disclosed to any third-party without advance written authorization of Construction Manager's Operations President. Should the date of commencement, as defined in the initial solicitation, be delayed through no fault of the Construction Manager, the Construction Manager reserves the right to substitute project team members from those originally proposed or be entitled to compensation for those team members per the rate schedule list above.

§ 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, retirement plans, 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 (—) 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.~~[Intentionally Omitted]

PAGE 12

§ 5.2.1 ~~Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed, will be in accordance with 5.1.1.~~

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid (—) thirty (30) days after the ~~invoice due~~ 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.)~~

~~—% equal to the interest rate charged on judgments of the District Court as modified from time to time, not to exceed 10% per annum.~~

...

§ 6.1.1.1 The Construction Manager's certification for payment shall constitute a representation to the Owner, based upon the Construction Manager's review of the Work and onsite visits that, to the best of the Construction Manager's knowledge, information and reasonable belief, the Work has progressed to the point indicated and that the Work has been performed in a good and workmanlike manner in accordance with the Construction Documents and applicable laws and regulations. The foregoing representations are subject to minor deviations from the Contract Documents

correctable prior to Substantial Completion and to specific qualifications expressed by the Construction Manager upon submission of the Certificate for Payment. The issuance of the Certificate for Payment shall further constitute a representation by the Construction Manager that the Contractor is entitled to payment in the amount certified.

...

Three- and one-half percent (3.5%) of Cost of the Work

...

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

[Intentionally Omitted]

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

[Intentionally Omitted]

§ 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.

...

None

§ 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.)~~

[Intentionally Omitted]

...

§ 6.2.1 [Intentionally Omitted]

§ 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 to Construction Manager in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time and/or Contract Sum 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, A201–2017 (as amended), 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, A201–2017 (as amended), 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, A201–2017 (as amended), 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 (as amended) 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.

§ 7.1 Costs to Be Reimbursed Costs to Be Included in the Guaranteed Maximum Price

§ 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 total of the final Contract Sums of all of the Trade Contracts, plus the General Conditions and all reimbursement expenses relating to the construction phase of the Project. The term "Cost of the Work" does not include the compensation of the Architect, the Architect's or Owner's consultants, the Construction Manager or the Construction Manager's consultants. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7, those reimbursement expenses set forth in this Article 7 and not included in the General Conditions. At the time the Guaranteed Maximum Price is established, an amount for Project requirements and General Conditions, as agreed to by the Owner and Construction Manager, will be determined and will be set forth in Amendment No. 1. This sum for General Conditions will be billed and paid in equal monthly installments commencing with the calendar month next following the date of commencement of construction of the Project and concluding on the date established in Amendment No. 1 for Substantial Completion of the Work. Payments will be prorated for part of a calendar month at the commencement of construction and the calendar month in which Substantial Completion occurs.

§ 7.1.1.1 The sum for General Conditions will be billed as a lump sum and paid in equal monthly installments commencing with the calendar month next following the date of commencement of construction of the Project and concluding on the date established in the Guaranteed Maximum Price Amendment for Substantial Completion of the Work. Payments will be pro-rated for part of a calendar month at the commencement of construction and the calendar month in which Substantial Completion is to occur.

...

§ 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. [Intentionally Omitted]

...

§ 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, any portion of the Work at the site, unless such work is included within bid packages competitively bid by the Construction Manager to be self-performed, and salaries of the Construction Manager's supervisory personnel whether or not stationed at the site and included as a part of the amount agreed to for General Conditions.

§ 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.)

§ 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 Contract and Subcontract Costs

Payments made by the Construction Manager to Trade Contractors or Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Trade Contracts and Subcontracts and payments due to the Construction Manager for any self-performed portions of the Work..

PAGE 14

~~§ 7.5.2 Rental charges for temporary facilities, machinery, ~~equipment, equipment~~ and hand tools not ~~eustomarily~~ owned by ~~construction workers that the construction workers~~, which 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 whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Equipment owned by the Construction manager shall be rented at a rate not to exceed the standard rental rate in the geographical area in which the project is located.~~

~~§ 7.5.3 Costs of removal of debris and/or costs associated with diverting waste to a waste recycling center 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. [Intentionally Omitted]~~

...

~~§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents including deductibles and bond premiums that can be directly attributed to this Contract. Contract shall be reimbursed at Contractor's actual cost.~~

~~§ 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. [Intentionally Omitted]~~

...

~~§ 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. [Intentionally Omitted]~~

...

~~§ 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 (as amended) or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.~~

PAGE 15

~~§ 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~~ knew 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. A201–2017 (as amended). 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, data lines, telephone service, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval. site.~~

§ 7.6.7 Costs of document ~~reproductions-reproductions~~, postage, and delivery charges.

...

§ 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.[Intentionally Omitted]

§ 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.[Intentionally Omitted]

...

§ 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-A201-2017 (as amended).

§ 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.[Intentionally Omitted]

§ 7.7.5 [Intentionally Omitted]

...

§ 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.[Intentionally Omitted]

§ 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.[Intentionally Omitted]

PAGE 16

- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be ~~exceeded~~; and exceeded.
- .9 ~~Costs for services incurred during the Preconstruction Phase.~~ Transportation expenses incurred for travel to and within the town of Newcastle, Oklahoma.

...

§ 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. If Construction Manager notifies the Owner of any discounts, rebates or refunds from subcontractors or vendors for early payment at the beginning of the Project, unless Owner elects to make payment early to take advantage of said discounts, the Construction Manager may choose to make payments and then accrue the discounts to the Construction Manager.

...

[Intentionally Omitted]

§ 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.

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.

§ 10.1 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 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.

§ 10.2 [Intentionally Omitted]

...

§ 11.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the 1st day of a the month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 20th day of the same 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 (—) days after the Architect receives the Application for Payment.~~

~~(Federal, state or local laws may require payment within a certain period of time.)~~ 30 days after the Architect received the Application for Payment. Owner and Construction Manager agree that the terms outlined in 5.2.2 shall apply to this Article 11.1.3. An Application for Payment shall be deemed certified 14 days after submittal unless the Owner or Architect objects to all or part of the Application for Payment within 14 days of submittal.

§ 11.1.4 ~~With-If required by the Owner, 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 a detailed cost transaction report generated from the Construction Manager's accounting system, and upon request by the Owner or Architect, shall provide any other evidence reasonably required by the Owner or Architect to demonstrate that payments-cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager, less (2) that portion of those payments attributable to the Construction Manager's Fee, plus (3) 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.~~ Payment.

§ 11.1.4.1 Contractor shall provide written monthly reports with each Application for Payment. Monthly reports must include a summary of the progress of the Work, a detailed, updated, current Project schedule, a log containing a record of weather and any requests for an extension of the time for Substantial Completion based upon weather delays. These monthly reports are considered an integral part of each Application for Payment. No Application for Payment shall be considered received by Owner without inclusion of the monthly report.

PAGE 17

§ 11.1.5.2 Owner acknowledges that the Guaranteed Maximum Price applies in the aggregate to all categories and line items of the Cost of the Work. 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.

...

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

PAGE 18

- .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; A201–2017 (as amended);
- .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;~~ [Intentionally Omitted];
- .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; A201–2017 (as amended);

...

Five Percent (5%)

...

§ 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.)

When the Contractor has completed in excess of fifty percent (50%) of the Work based upon the Contract Sum as reflected on the Schedule of Values and the Owner or Owner's Representative has determined that satisfactory progress is being made, the retainage shall be reduced to two and one-half percent (2.5%) of the amount earned to date and for the balance of the Work yet to be performed.

...

§ 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.)

[Intentionally Omitted]

§ 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, A201-2017 (as amended).

§ 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. Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). Upon recommendation of the Construction Manager, a Subcontractor's retainage may be reduced by a percentage established and agreed upon by the Construction Manager. The full five percent (5%) retainage may be reinstated with respect to remaining payments for identified Subcontractors whose manner of completion of the work and its progress do not remain satisfactory to the Construction Manager and/or the Owner, or if any surety withholds its consent, or for other good and sufficient reasons. Notwithstanding any other provision herein, if the Subcontractor is required to provide a bond pursuant to Oklahoma Statutes Title 61, and when the Subcontractor's portion of the Work is at least fifty percent (50%) complete, the Subcontractor's retainage shall be two and one-half percent (2.5%) with respect to the balance of the work to be performed by the Subcontractor without reduction of the Subcontractor's previous retainage.~~

PAGE 19

§ 11.1.13 The receipt by Construction Manager of a partial payment of any amount due to Construction Manager endorsed as payment in full will be deemed to be a part payment only, and any endorsements or statements on a check or other form of commercial paper, or any other document accompanying the payment, shall not be deemed an accord and/or satisfaction, notwithstanding such endorsements.

...

- .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; A201-2017 (as amended);

...

§ 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. A201-2017 (as amended). The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. A201-2017 (as amended). 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. A201-2017 (as amended). 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.

...

§ 11.2.4 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. [Intentionally Omitted]

...

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.)*

~~—%—Interest on unpaid amounts shall be equal to the interest on judgments of the District Courts of the State of Oklahoma, not to exceed ten percent (10%) per annum.~~

PAGE 20

§ 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. A201-2017 (as amended). 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. resolution.

§ 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.)*

A201-2017.

...

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. [Intentionally Omitted]

...

§ 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. A201-2017 (as amended).

...

§ 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.~~ Work. 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, shall 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.~~

PAGE 21

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

...

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

...

- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017. A201-2017 (as amended).

§ 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 with the consent of Construction Manager and that is not otherwise included in the Cost of the ~~Work under Section 13.2.2.1.1.~~ Work. 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, shall~~ 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.

...

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

...

The Work may be suspended by the Owner as provided in Article 14 of AIA Document ~~A201-2017~~; A201-2017 (as amended); in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document ~~A201-2017~~, A201-2017 (as amended), 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.

...

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

...

§ 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~~, A201-2017 (as amended), 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 Owner shall provide Construction Manager with advance written notice of such assignment. The Construction Manager shall execute all consents reasonably required to facilitate the assignment. ~~assignment and acceptable to Construction Manager.~~

PAGE 22

§ 14.3.1.1 Commercial General Liability with policy limits of ~~not less than~~ (\$—Two million dollars (\$ 2,000,000) for each occurrence and ~~(\$—two million dollars (\$ 2,000,000)~~ 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~~ (\$—two million dollars (\$ 2,000,000) 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~~ (\$—) each accident, (\$—) each employee, and (\$—) policy limit of one million dollars (\$ 1,000,000) each accident for bodily injury, one million dollars (\$ 1,000,000) each employee for bodily injury by disease, and one million dollars (\$ 1,000,000) policy limit for bodily injury by disease.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of ~~not less than (\$) per claim and (\$ two million dollars (\$ 2,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.~~

PAGE 23

§ 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.~~[Intentionally Omitted]~~

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

...

§ 14.5.1 Owner acknowledges that Contractor is an independent contractor and the owner has no ownership or control over Contractor, a private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Oklahoma Open Records Act. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by the Owner. 51 Okl. St. § 24A.10. In the event Owner receives a request for disclosure of records under the Oklahoma Open Records Act, or other request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall allow Construction Manager ten (10) days to object and obtain a court order, if necessary, before disclosing the requested information.

§14.5.2 If Drawings are revised after the Drawings referenced in the Contract, the Owner shall have the Architect re-date all revised sheets and clearly identify all changes by bubble and delta number or other means acceptable to the Construction Manager and Owner. The Owner and Construction Manager acknowledge that it is difficult to determine and implement changes that are not so identified. Regardless if the Contract is amended to incorporate revised Drawings, the Guaranteed Maximum Price and Contract Time are subject to additional equitable adjustments for the cost and time impacts if implementing any changes not so identified.

§ 14.5.3 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement bearing an original manual or electronic signature, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

§ 14.5.4 [Intentionally Omitted]

§ 14.5.5 The Construction Manager shall not be required to furnish performance or defects bonds covering performance of the Contract except as required by the Act or as permitted by the Construction Management for Political Subdivisions Act and agreed by the Owner and Construction Manager. The Construction Manager shall furnish a payment or fidelity bond covering payment of Contractors, Subcontractors and other obligations arising under the Contract. The Construction Manager shall ensure that all bonds required by the Act from contractors be issued as dual obligee bonds in favor of the Owner and the Construction Manager.

PAGE 24

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

...

.4 AIA Document A201™-2017, General Conditions of the Contract for Construction (as amended)

...

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 (as amended) 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.)

...

Justin Woolverton EVP of Operations

...

NabModel Version 11.01.2021

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Justin Woolverton, 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 13:27:09 ET on 10/16/2022 under Order No. 2114332102 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Newcastle Public Schools 2022 Bond Projects

THE OWNER:

(Name, legal status and address)

Newcastle Public Schools
101 N. Main Street
Newcastle, OK 73065

THE ARCHITECT:

(Name, legal status and address)

MA+ Architecture
4000 N Classen Blvd
Suite 100N
Oklahoma City, OK 73118

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS

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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES
16	RENOVATIONS OR ADDITIONS TO AN EXISTING STRUCTURE AND TEMPORARY UTILITIES



Init.

/

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,
10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,
3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,
9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of
1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of
8.1.2

Communications

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND 9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

9.1

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,
10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,
9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,
15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,
4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,
15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,
10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,
15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, **11.2**

Proposal Requirements

1.1.1

PROTECTION OF PERSONS AND PROPERTY

10

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work

4.2.6, 12.2.1

Releases and Waivers of Liens

9.3.1, 9.10.2

Representations

3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field

Conditions by Contractor

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and
Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples
by Contractor

3.12

Rights and Remedies

1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, **13.3**, 14, 15.4

Royalties, Patents and Copyrights

3.17

Rules and Notices for Arbitration

15.4.1

Safety of Persons and Property

10.2, 10.4

Safety Precautions and Programs

3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4

Samples, Definition of

3.12.3

Samples, Shop Drawings, Product Data and

3.11, **3.12**, 4.2.7

Samples at the Site, Documents and

3.11

Schedule of Values

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of

6.1.1

Shop Drawings, Definition of

3.12.1

Shop Drawings, Product Data and Samples

3.11, **3.12**, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing

4.2.6, 12.2.1, 13.4

Specifications, Definition of

1.1.6

Specifications

1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations

15.1.2, 15.4.1.1

Stopping the Work

2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of

5.1.1

SUBCONTRACTORS

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7

Subcontractual Relations

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,

9.9.1, 9.10.2, 9.10.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of

6.1.1, **11.3**

Substances, Hazardous

10.3

Substantial Completion

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2,
15.1.2

Substantial Completion, Definition of

9.8.1

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

2.3.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of

5.1.2

Subsurface Conditions
3.7.4

Successors and Assigns
13.2

Superintendent
3.9, 10.2.6

Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5,
14.2.1

Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,
15.2.7

Surety, Consent of
9.8.5, 9.10.2, 9.10.3

Surveys
1.1.7, 2.3.4

Suspension by the Owner for Convenience
14.3

Suspension of the Work
3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract
5.4.1.1, 14

Taxes
3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor
14.1, 15.1.7

Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.7

Termination by the Owner for Convenience
14.4

Termination of the Architect
2.3.3

Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

TIME
8

Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1,
9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2,
15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK
12

Uncovering of Work
12.1

Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3

Unit Prices
7.3.3.2, 9.1.2

Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site
3.13, 6.1.1, 6.2.1

Values, Schedule of
9.2, 9.3.1

Waiver of Claims by the Architect
13.3.2

Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages
14.2.4, 15.1.7

Waiver of Liens
9.3, 9.10.2, 9.10.4

Waivers of Subrogation
6.1.1, **11.3**

Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
15.1.2

Weather Delays
8.3, 15.1.6.2

Work, Definition of
1.1.3

Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
13.2, 13.3.2, 15.4.4.2

Written Interpretations
4.2.11, 4.2.12

Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically excluded in the Agreement, the Contract Documents include other documents such as the advertisement or invitation to bid, Instructions to Bidders, Contractors Bid Manual, schedules, sample forms, other information furnished by the Owner or Contractor in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. Likewise, the Contractor shall be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of Contractor's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Architect is the Initial Decision Maker.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The Contract Documents shall include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative or officer of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees. Any agreement to such protocols shall be included in the

Contract Documents as "BIM Addendum," or other agreed designation. The Owner shall cause an identical version of the BIM Addendum, if any, to be appended or incorporated into all written agreements between the Owner and any design professional performing obligations to be modeled.

§ 1.9 Order of Precedence

§ 1.9.1 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of the omissions or errors in figures, drawings or specifications, the Contractor shall immediately submit the matter to the Architect for clarification. The Architect's clarifications are final and binding on all parties, subject to an equitable adjustment in Contract Time or Price pursuant to Articles 7 and 8 or claims and disputes in accordance with Article 15.

§ 1.9.2 Where figures are given, they shall be preferred to scaled dimensions.

§ 1.9.3 Any terms that have well-known technical or trade meanings, unless otherwise specifically defined in the Contract Documents, shall be interpreted in accordance with the well-known meanings.

§ 1.9.4 In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the following order:

- a. Change order and written Modifications to this Agreement
- b. this Agreement
- c. drawings (large scale governing over small scale)
- d. approved submittals
- e. information furnished by the Owner
- f. other documents listed in the Agreement (Among categories of documents having the same order of precedence, the term or provision that includes the most recent date shall control).

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. Prior to commencement of the Work, the Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 The Owner shall, upon written request of Contractor, prior to commencement of the Work or any time thereafter, within 15 days of Contractor's request, provide reasonable evidence satisfactory to Contractor that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 [Intentionally Omitted]

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall, before the Schematic Design budgeting phase, furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. If, after establishing the Contract Sum, Owner provides such information to Contractor, and the information necessitates an increase in the Contract Sum or Time, the Owner shall provide for increase.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness and, in any event, within seven (7) days of Contractor's request, so as not to delay or hinder the progress of the Work. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with seven (7) days after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one hard copy and one electronic copy of the Contract Documents for purposes of bidding pursuant to Section 1.5.2. Prior to commencement of the Work, and to the extent available, Owner shall furnish the Contractor any electronic drawings (.dwg, .dxf, .ifc, .rvt, .nwd or others as appropriate) that will enable, but not require, Contractor to build an electronic model of the Project.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4.1 The Owner's right to stop the Work shall not imply that the Owner or the Architect has any duty, obligation or responsibility to determine either the safety of the Contractors' means, methods, techniques or sequences, including but not limited to, temporary shoring, bracing, scaffolding, form work, safety barriers, trench bracing and other similar items, referred to herein as "Temporary Facilities", or their compliance with the requirements of the laws, codes, regulations and safety requirements, which shall be the full and sole responsibility of the Contractor who shall solely bear any damages or injury, including death, arising therefrom.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a five-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after such five (5) day period give the Contractor a second five Day notice to correct such deficiencies. If the Contractor, within such five (5) day period, after receipt of the second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for

the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor, whether referred to as Construction Manager, General Contractor or Contractor within this and related Contract Documents, is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. The Contractor can rely on written instructions/directions/interpretations of the Architect as well as the Owner's testing firm in performing its Work.

§ 3.1.4 The Owner hereby agrees that Contractor shall not be liable or responsible in any manner whatsoever for any claims, damages, expenses, costs, errors or omissions arising out of the professional services performed by the Architect or other design professionals, whether through indemnity or otherwise. The Owner's sole recourse shall be against the Architect, or other design professionals performing such professional services, and any insurance procured by the Architect.

To the extent that the Owner requires, or the Contractor otherwise provides, any incidental services, construction consulting, or value engineering, the Owner acknowledges that such services are advisory and are not professional design services. The Owner shall, with due diligence, refer such questions, matters and inquiries to the design professionals, and the Contractor shall have no liability to the Owner or to the Architect or its consultants for such services required by the Owner and rendered hereunder.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully review the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions (if practical without destructive inspections) related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3,

the Contractor shall submit Claims as provided in Article 15. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Unless otherwise required by the Construction Documents, the Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures but Contractor shall not be held responsible for any loss or damage to the Work or adjacent property caused by the means methods, techniques, sequences, or procedures required by the Contract Documents. If the Contractor determines that such means, methods, techniques, sequences or procedures required by the Contract Documents may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. This provision shall in no way be construed as creating any rights or obligations to third parties.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 After the execution of the GMP Amendment the Owner and Architect will consider formal requests for the substitution of products in place of those specified only upon written request of the Contractor and in accordance with a Change Order. By making requests for substitutions based upon this Subparagraph, the Contractor represents and certifies that:

- .1 he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 he will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 the cost data presented is complete and includes all related costs under this Contract, except the Architect's redesign costs, and waives all claims for additional costs related to the substitution, which subsequently become apparent; and
- .4 he will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects..

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality or type required or permitted by the Contract Documents. Work, materials or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by construction by the Owner and by Separate Contractors, abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are applicable and legally enacted when bids are received, or negotiations concluded.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. ("Legal Obligations"). In the event that Contractor may be adversely impacted by any change to, or increase of, Legal Obligations (as well as any additional health and safety practices required in order to comply with existing Legal Obligations), the Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs, plus reasonable overhead and profit thereon. The Contract Sum and Contract Time are based upon a mutual expectation that reasonable positions will be taken by federal, state, or local inspectors and officials ("Authorities"), and that such Authorities shall act with reasonable promptness and diligence regarding issuance of permits, approvals, certificates of occupancy, and in interpreting applicable codes and standards. Contractor shall be entitled to a change order adjusting the Contract Sum and Contract Time for any impact resulting from a deviation.

§ 3.7.2 Without assuming any design responsibilities, the Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall, upon discovery, notify the Architect in writing, and necessary changes shall be accomplished by appropriate Modifications. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. Should applicable laws, ordinances, statutes, standards, building codes, rules and regulations change between the bid date and commencement of the Work or during the progress of the Work, and should such change require the Contractor to perform either more or less work, the Contract Sum and Contract Time shall be appropriately adjusted in compliance with the requirements of Article 7, Changes in the Work.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Document or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed, if possible, and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, shall be entitled to equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in

the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor knowingly encounters and recognizes human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence or good faith belief of such existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts as well as the labor costs of performing the Work when made part of the allowance line item within the Schedule of Values;
- .2 unless excluded in 3.8.2.1 above, Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness to avoid delay in the Work.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ and shall designate in writing to the Architect and Owner, a competent superintendent and necessary assistants who shall be in attendance at the Project Site during the performance of the Work. The superintendent shall represent Contractor as his agent, and communications given to the superintendent shall be as binding as if given to the Contractor. Communications between the parties shall be confirmed in writing where such communications have a material effect upon the Work or where such confirmation is requested by other parties.

(Paragraph deleted)

§ 3.9.2 *[Intentionally Omitted]*

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner has made reasonable and timely objection. The Contractor shall not change the superintendent without notification to the Owner. Failure of the Owner to reply within 14 days of Contractor's notification to Owner of a proposed superintendent shall constitute notice of no reasonable objection.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised by

Contractor at appropriate intervals in its discretion and without prior notice as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor shall prepare and keep current a schedule of submittals that is coordinated with the Contractor's construction schedule and which allows the Architect reasonable time to review submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. When changes do not affect the Substantial Completion date, they may be made at Contractor's discretion.

§ 3.10.4 Nothing in the requirement to submit construction schedules, or to revise such schedules or any review of such schedules by the Owner or Architect, shall give rise to a duty, obligation or responsibility of the Owner or Architect to the Contractor, subcontractor, material supplier or any other entity involved in the Work, to ensure completion of the Work within the Contract Time. It is the sole duty, responsibility and obligation of the Contractor to complete the Work within the Contract Time.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Owner or, if directed, to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor, in making this representation, is relying on the Architect to have fully coordinated the design drawings.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof. Any portion of the Work which fails to conform to the requirements of the Contract Documents shall be corrected in compliance with Article 12, UNCOVERING AND CORRECTION OF WORK, and the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals shall not relieve the Contractor of his duty, obligation and responsibility to make any such required corrections.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon, and is not responsible for, the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given design criteria in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form required by the Contract Documents.

§ 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and two (2) re-submittals. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional re-submittals.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project resulting from Contractor's Work.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so upon seventy-two (72) hours advance written notice to Contractor, and the Owner shall be entitled to reimbursement of reasonable costs from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. If an infringement of a copyright or patent is discovered by the Contractor, and that infringement or violation relates to copyright or patent rights within the Contract Documents, the Contractor shall promptly notify the Architect and the Owner and shall not be responsible for such infringement or violation(s).

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, except to the extent such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 The obligations of the Contractor shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them, including but not limited to any liability arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants and agents and employees of any of them.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 [Intentionally Omitted]

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Contractor (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise

specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor in writing of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness; however, delivery of such interpretation shall not be extended to cause the Contractor delay in the Work.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith, except to the extent such interpretations or decisions result from professional negligence, errors, omissions, willful neglect or misconduct.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness, and delivery of such interpretation shall not be extended to cause the Contractor delay in the Work or cause the Work to be performed out of sequence. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating whether the Owner or the Architect has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If, in the opinion of the Contractor, the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner, upon approval of Subcontractor, may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. To the extent the Owner chooses to perform construction or operations related to the Project, or to award separate contracts in connection with other portions of the Project or other construction or operations on the site, the Owner shall be required to secure a separate permit for that Work, if required by the authority having jurisdiction. Regardless, the Owner shall ensure that the Contractor is listed as an additional insured on the Separate Contractor's

general liability and excess liability policy. Further, the Owner agrees to defend, indemnify and hold harmless the Contractor from any claims made against the Contractor resulting from damage to property (other than the Work) or injury to, or death of, persons in or about the Project caused by, arising out of or in connection with the construction, services, labor, materials, and equipment which have been performed, provided or supplied to the Project by the Owner or its Separate Contractor. If the Contractor claims that delay or additional cost is involved because of performance of construction or operations of Separate Contractors, of such action by the Owner or its Separate Contractors, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement and shall be granted any necessary extensions to the deadline for Substantial Completion necessitated by revisions to the Contractor's construction schedule caused by other work. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of known discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors.

§ 6.2.3 The Contractor shall reimburse the Owner for reasonable costs the Owner incurs that are payable to a Separate Contractor to the extent caused by Contractor's unexcusable delays or defective construction. The Owner shall be responsible to the Contractor for reasonable costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5. The Owner or its Separate Contractors shall promptly remedy damage that the Owner or its Separate Contractor cause to the Contractor's completed or partially completed construction.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner, after notifying responsible party(s) by written notice and allowing the responsible party(s) to resolve this issue, may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner or Architect and the Contractor. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect or Contractor and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit or addition for a change which results in a net increase or decrease in the Contract Sum shall be actual net cost as confirmed by the Architect to include a reasonable corresponding adjustment for overhead and profit. When both additions and credits are involved in a change, the overhead and net profit allowance shall be calculated on the basis of the net change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 Prior to final payment, all Construction Change Directives issued during the progress of the Work shall be converted into Change Orders and signed by the Contractor, Architect and Owner. Should the parties fail to agree with the determination made by the Architect concerning adjustments in the Contract Sum and the Contract Time, or otherwise fail to reach agreements upon the adjustments, that portion of the final payment which is affected by the dispute, if any, shall be withheld pending final judgment issued by a court of competent jurisdiction.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing and approved by the Owner. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. Notwithstanding, in the event the Architect has issued multiple Additional Supplementary Instructions that, in the aggregate, result in the changes justifying an adjustment in Contract Sum or extension of the Contract Time, Contractor shall be entitled to submit a request for an equitable adjustment.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement. Date of Commencement shall not be earlier than the date upon which all necessary permits are procured that would allow the Contractor to initiate and continue the Work and a written notice to proceed is received by the Contractor.

§ 8.1.3 The date of Substantial Completion is the date established under Section 9.8.

Init.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall use commercially reasonable efforts to achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor shortages and/or disputes, fire, unusual delay in deliveries, transportation delays not within the Contractor's control, unavailability of suitable materials, riots, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, epidemics, pandemic, or other designated health emergency, or other causes beyond the Contractor's control; (4) disruptions in labor or materials supply resulting from a public health crisis regardless of whether an infectious disease, epidemic, pandemic or isolated to areas from which such labor and materials are supplied; (5) by adverse government actions, including without limitation embargoes and tariffs; (6) quarantine restrictions or government vaccine mandates; (7) by delay authorized by the Owner pending mediation and binding dispute resolution; or (8) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Sum shall be adjusted and the Contract Time shall be extended by Change Order for such reasonable time, and amounts as arise out of or relate to such cause.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment as required by the Contract Documents, such as copies of requisitions, and releases and waivers of liens from first-tier Subcontractors and suppliers, and shall reflect retainage if

provided in the Contract Documents. The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703, Continuation Sheet.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. This provision does not prohibit Contractor from withholding payments to Subcontractors or suppliers pursuant to a provision or its agreements with such Subcontractors and suppliers providing for such withholding.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location provided that stored materials are properly insured. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.2.1 [Intentionally Deleted]

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner and notify the Contractor in writing of the particular reasons why such representations to the Owner cannot be made as to the remaining amount. The Architect may also withhold a Certificate for Payment to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor, provided such claims are not due to Owner's failure to pay Contractor;
- .3 failure of the Contractor to make payments to Subcontractors in accordance with the terms of the applicable subcontracts, or for properly performed/delivered, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

However, in no event shall the Architect refuse to certify or shall the Owner withhold payment of an amount greater than that which is sufficient to pay the direct expenses the Owner reasonably expects to incur to correct any of the above reasons set forth by the Architect for withholding certification.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

(Paragraph deleted)

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall promptly pay each Subcontractor no later than ten days after receipt of payment from the Owner, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of said Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 [Intentionally Deleted]

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within fourteen days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within fourteen days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received, or terminate the Contract. In the event the Work is stopped, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents. If the Contractor terminates the Contract, Owner shall pay Contractor for Work executed and for incurred costs related to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 9.7.1 Upon execution of the Agreement, Contractor shall provide Owner with written payment instructions and all necessary forms required by Owner to effectuate payments to Contractor by wire transfer (the "Payment Information"). Contractor shall submit the initial Payment information to Owner by certified mail or hand delivery only. If Owner receives a request to change such Payment Information, Owner agrees that it will not modify or make change to this Payment Information without oral communication, followed by written confirmation, from Contractor's Controller. Owner shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein. If Owner makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Contractor as required under the terms of this Agreement.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Substantial Completion will be achieved by Contractor when the last of the following occurs:

- .1 custody and control of the Work (or designated portion of the Work) is provided to the Owner ; and
- .2 inspections and approvals from government agencies required by the Work (or designated portion of the Work) have been completed and a certificate of occupancy, whether temporary or final, for the Work (or designated portion of the Work) has been issued;

If the Work (or designated portion of the Work) includes installation of items furnished by the Owner, completion of such installation will be considered punch list work and will not delay designation of Work as Substantially Complete.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete as defined in Section 9.8.1, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, property insurance, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Unless otherwise agreed in writing, the Owner shall become responsible for building security, property insurance, and for payment of all utilities associated with the Work upon Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld, provided if Contractor is delayed at any time in the progress or completion of the Work, or if Contractor's work is made more costly, by any cause or condition arising directly or indirectly from such partial occupancy or use, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs, plus reasonable overhead and profit thereon. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. At the time Owner takes partial occupancy or use, the Owner shall reduce retainage proportionately.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents. Owner shall indemnify, defend, and hold Contractor harmless from any and all damages, losses, claims and expenses, including attorneys' fees arising out of or related to such partial occupancy or use, including, but not limited to claims for property damage and bodily injury.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly

issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. In no event shall the Architect unreasonably withhold the final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied or will be promptly made upon receipt of final payment from the Owner, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties as required by the Contract Documents, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner or by law. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all reasonable payments that the Owner has made in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor (including, but not limited to any cause identified in §8.3 above) or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those claims previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor and its Subcontractors shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor and its Subcontractors shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 negligently caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 Without accepting any responsibility or liability for the remediation of hazardous materials that exist on or contiguous to the Project site as of the date of the Agreement, the Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable property damage, bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. The Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change

Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. Unless required by the Contract Documents, the Contractor shall not be required to perform without its consent any Work relating to a hazardous material or substance, provided that such Contractor consent shall not be unreasonably withheld.

§ 10.3.5 The Contractor shall reimburse the Owner for the reasonable and necessary cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to requirements of the Contract Documents or the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable for the reasonable and necessary cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.3.7 Unless required by the Contract Documents, the Contractor shall not be required to perform, without consent, any Work relating to mold, asbestos or polychlorinated biphenyl ("PCB"). The Contractor shall perform no work involving toxic, contaminant, contaminated or hazardous material of any type, which removal or responsibility to render harmless is the Owner's obligation.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity that Contract has reason to believe is a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§11.1.5 Contractor may use a traditional insurance process, or it can use a Controlled Contractor Insurance Program ("CCIP").

§ 11.2 Owner's Insurance
[Intentionally Omitted]

(Paragraphs deleted)

§ 11.3 Waivers of Subrogation
[Intentionally Omitted]

(Paragraphs deleted)

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, the inability to conduct normal operations, or delay in completion due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Subcontractors, Sub-subcontractors, Separate Contractors, and Architect and Architect's consultants for loss of use of the Owner's property, the inability to conduct normal operations, or delay in completion, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of written notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents or contains an acceptable minor change in the Work, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate to compensate Contractor for its actual costs of uncovering and replacing the Work, plus reasonable overhead and profit. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect for failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and the cost of uncovering and replacement shall be at the Contractor's expense. In the event Work is uncovered and determined as conforming to the Contract Documents the costs of recovering and replacement, including compensation for Contractor's service and expenses, shall be at the Owner's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such written notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work prior to Substantial Completion that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 *[Intentionally Omitted]*

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The laws of the State of Oklahoma shall apply and govern the enforcement and interpretation of the Contract.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, with consent of the Contractor, 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 Contractor shall execute all consents reasonably required to facilitate the assignment. Contractor shall not be

obligated to perform pursuant to the assignment unless or until Owner or Lender has paid Contractor for Work performed prior to the effective date of the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require, and Contractor may rely and act upon such test results, inspection reports, and approvals procured by the Owner.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

§ 13.6 Severability

If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

§ 13.7 Overtime Work

All overtime work as defined by federal and state statute required to complete the Work in the Contract time shall be included in the Contract Sum and the Contractor shall work overtime as required to complete the Work within the Contract Time. The Contract Sum shall not be adjusted for overtime work required to complete the Work in the Contract Time.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may stop the Work, and may subsequently terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- .5 if the Owner suspends the Work for convenience in accordance with paragraph 14.3 herein; or
- .6 if Owner is responsible for providing the property insurance coverage required in Exhibit A to the Agreement herein and Contractor becomes aware that Owner did not procure and maintain such coverage.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 30 consecutive days or 60 cumulative days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make an undisputed payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers, provided such nonpayment is not due to the Owner's failure to pay Contractor for Work performed;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the

Owner and after giving the Contractor and the Contractor's surety, if any, fourteen days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials owned by the Owner;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor or its surety, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work along with all supporting documentation.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, upon thirty (30) days written notice to the Contractor, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents; however, the Owner shall send advance written notice to the Contractor before imposing any liquidated damages.

If the Project is "mixed use", any claims against the Contractor arising under this Agreement shall be brought exclusively by the Owner and Owner shall indemnify and hold harmless the Contractor, Subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from claims brought by a leasee or owner of an apartment or condominium relating in any to the Work. The Owner represents and warrants that for 8 years after the Date of Substantial Completion, the residential portions of the completed Project shall be maintained as apartments and shall not be converted into condominiums.

§ 15.1.2 Time Limits on Claims

[Intentionally Omitted]

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, will be initiated by written notice to the other party.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments for undisputed Work in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with Article 15.2. The Architect will issue Certificates for Payment pursuant to the agreement of the parties unless the parties are unable to reach an agreement, in which case the procedures set in Articles 15.3 and 15.4 shall apply.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5.1 Where the price of labor, material, equipment or energy necessary to perform the Work increases significantly during the term of the Contract, through no fault of the Contractor, the Contract Sum shall be equitably adjusted by Change Order as provided in Section 7 of the General Conditions of the Contract. A significant price increase means a change in price occurring during the period of time between the date of Contract execution to the date of Substantial Completion by an amount exceeding five percent (5%). Such price increases shall be documented by available vendor quotes, estimates, invoices, catalogs, receipts or other documentation. Further, if material or equipment required by the Contract Documents are not available due to shortage or unavailability or if the price to procure such material or equipment increases as set forth in this Section, then an acceptable substitute may be found and an adjustment in the Contract Sum shall be made accordingly.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail; the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as

the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim. The Owner assumes an average number of weather-related delays based on National Oceanic and Atmospheric Administration data. The Owner is responsible for delays for permitting, inspections and material availability. Only delays beyond ordinary circumstances will be considered when evaluating claims for additional time.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.1.7 Waiver of Claims for Consequential Damages

(Paragraphs deleted)

[Intentionally Omitted]

§ 15.2 DIRECT DISCUSSIONS

[Intentionally Omitted]

(Paragraphs deleted)

§ 15.3 Mediation

[Intentionally Omitted]

(Paragraphs deleted)

§ 15.4 Arbitration

[Intentionally Omitted]

(Paragraphs deleted)

ARTICLE 16 RENOVATIONS OR ADDITIONS TO AN EXISTING STRUCTURE AND TEMPORARY UTILITIES

§ 16.1 Investigation, Analysis, and Testing

§ 16.1.1 The Contractor has not investigated or determined the current conditions of the existing superstructure, building systems and the adequacy of utilities that may impact Contractor's performance of the Work. The cost of correcting any such deficiencies is not included within the GMP.

NabModel Version 08.04.2022

Additions and Deletions Report for AIA® Document A201® – 2017

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 13:27:23 ET on 10/16/2022.

PAGE 1

Newcastle Public Schools 2022 Bond Projects

...

Newcastle Public Schools
101 N. Main Street
Newcastle, OK 73065

...

MA+ Architecture
4000 N Classen Blvd
Suite 100N
Oklahoma City, OK 73118

PAGE 2

15 CLAIMS AND DISPUTES

16 RENOVATIONS OR ADDITIONS TO AN EXISTING STRUCTURE AND TEMPORARY UTILITIES

PAGE 3

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, ~~9.5.4~~, 9.6.3, 9.7, 9.10

...

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, ~~9.5.4~~, 9.6.4, 15.1.4, 15.2

PAGE 9

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, ~~9.5.4~~, 9.6, 9.10.5, 14.2.1

PAGE 10

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change ~~Directive~~, Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically ~~enumerated~~ excluded in the Agreement, the Contract Documents ~~do not include~~ include other documents such as the advertisement or invitation to bid, Instructions to Bidders, Contractors Bid Manual, schedules, sample forms, other information furnished by the Owner or Contractor in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

...

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, ~~representations, representations~~ or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's ~~consultants, consultants~~ or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. Likewise, the Contractor shall be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of Contractor's duties.

...

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible ~~and intangible~~ creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

...

~~The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~ Architect is the Initial Decision Maker.

...

~~§ 1.2.1 The intent of the Contract Documents is to~~ Contract Documents shall include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by ~~all; performance~~ all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

PAGE 11

In the interest of ~~brevity~~ brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

...

~~§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative~~ or officer of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

...

~~The parties shall agree upon protocols governing the transmission and use of~~ If the parties intend to transmit Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~ form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model ~~and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form,~~ shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees. Any agreement to such protocols shall be included in the Contract Documents as "BIM Addendum," or other agreed designation. The Owner shall cause an identical version of the BIM Addendum, if any, to be appended or incorporated into all written agreements between the Owner and any design professional performing obligations to be modeled.

ARTICLE 2—OWNER

§ 1.9 Order of Precedence

§ 1.9.1 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of the omissions or errors in figures, drawings or specifications, the Contractor shall immediately submit the matter to the Architect for clarification. The Architect's clarifications are final and binding on all parties, subject to an equitable adjustment in Contract Time or Price pursuant to Articles 7 and 8 or claims and disputes in accordance with Article 15.

§ 1.9.2 Where figures are given, they shall be preferred to scaled dimensions.

§ 1.9.3 Any terms that have well-known technical or trade meanings, unless otherwise specifically defined in the Contract Documents, shall be interpreted in accordance with the well-known meanings.

§ 1.9.4 In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the following order:

- a. Change order and written Modifications to this Agreement
- b. this Agreement
- c. drawings (large scale governing over small scale)
- d. approved submittals
- e. information furnished by the Owner
- f. other documents listed in the Agreement (Among categories of documents having the same order of precedence, the term or provision that includes the most recent date shall control).

ARTICLE 2 OWNER

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. ~~The Prior to commencement of the Work, the Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.~~

PAGE 12

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements. ~~The Owner shall, upon written request of Contractor, prior to commencement of the Work or any time thereafter, within 15 days of Contractor's request, provide reasonable evidence satisfactory to Contractor that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the

~~Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~[Intentionally Omitted]

PAGE 13

§ 2.3.4 ~~The Owner shall~~shall, before the Schematic Design budgeting phase, furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. If, after establishing the Contract Sum, Owner provides such information to Contractor, and the information necessitates an increase in the Contract Sum or Time, the Owner shall provide for increase.

§ 2.3.5 ~~The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness.~~promptness and, in any event, within seven (7) days of Contractor's request, so as not to delay or hinder the progress of the Work. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with ~~reasonable promptness~~seven (7) days after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one hard copy and one electronic copy of the Contract Documents for purposes of ~~making reproductions pursuant to Section 1.5.2.~~bidding pursuant to Section 1.5.2. Prior to commencement of the Work, and to the extent available, Owner shall furnish the Contractor any electronic drawings (.dwg, .dxf, .ifc, .rvt, .nwd or others as appropriate) that will enable, but not require, Contractor to build an electronic model of the Project.

...

§ 2.4.1 ~~The Owner's right to stop the Work shall not imply that the Owner or the Architect has any duty, obligation or responsibility to determine either the safety of the Contractors' means, methods, techniques or sequences, including but not limited to, temporary shoring, bracing, scaffolding, form work, safety barriers, trench bracing and other similar items, referred to herein as "Temporary Facilities", or their compliance with the requirements of the laws, codes, regulations and safety requirements, which shall be the full and sole responsibility of the Contractor who shall solely bear any damages or injury, including death, arising therefrom.~~

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~five-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after such five (5) day period give the Contractor a second five Day notice to correct such deficiencies. If the Contractor, within such five (5) day period, after receipt of the second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

PAGE 14

§ 3.1.1 ~~The Contractor, whether referred to as Construction Manager, General Contractor or Contractor within this and related Contract Documents, is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.~~

...

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. The Contractor can rely on written instructions/directions/interpretations of the Architect as well as the Owner's testing firm in performing its Work.

§ 3.1.4 The Owner hereby agrees that Contractor shall not be liable or responsible in any manner whatsoever for any claims, damages, expenses, costs, errors or omissions arising out of the professional services performed by the Architect or other design professionals, whether through indemnity or otherwise. The Owner's sole recourse shall be against the Architect, or other design professionals performing such professional services, and any insurance procured by the Architect.

To the extent that the Owner requires, or the Contractor otherwise provides, any incidental services, construction consulting, or value engineering, the Owner acknowledges that such services are advisory and are not professional design services. The Owner shall, with due diligence, refer such questions, matters and inquiries to the design professionals, and the Contractor shall have no liability to the Owner or to the Architect or its consultants for such services required by the Owner and rendered hereunder.

...

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully ~~study and compare~~ review the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions (if practical without destructive inspections) related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by ~~or made known to the Contractor as a request for information in such form as the Architect may require.~~ Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, ~~unless otherwise specifically provided in the Contract Documents.~~ professional.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by ~~or made known to the Contractor as a request for information in such form as the Architect may require.~~

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor ~~fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations.~~ If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

PAGE 15

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. ~~The~~ Unless otherwise required by the Construction Documents, the Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be ~~solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures.~~ procedures but Contractor shall not be held responsible for any loss or damage to the Work or adjacent property caused by the means methods, techniques, sequences, or procedures required by the Contract Documents. If the Contractor determines that

such means, methods, techniques, sequences or procedures required by the Contract Documents may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. This provision shall in no way be construed as creating any rights or obligations to third parties.

...

§ 3.4.2 ~~Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.~~ After the execution of the GMP Amendment the Owner and Architect will consider formal requests for the substitution of products in place of those specified only upon written request of the Contractor and in accordance with a Change Order. By making requests for substitutions based upon this Subparagraph, the Contractor represents and certifies that:

.1 he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

.2 he will provide the same warranty for the substitution that the Contractor would for that specified;

.3 the cost data presented is complete and includes all related costs under this Contract, except the Architect's redesign costs, and waives all claims for additional costs related to the substitution, which subsequently become apparent; and

.4 he will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects..

PAGE 16

§ 3.5.1 The Contractor warrants to the Owner ~~and Architect~~ that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work ~~the Contract Documents require or permit.~~ Work, materials, or type required or permitted by the Contract Documents. Work, materials or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused ~~by construction by the Owner and by Separate Contractors,~~ abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

...

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are ~~legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.~~ applicable and legally enacted when bids are received, or negotiations concluded.

...

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. ("Legal Obligations"). In the event that Contractor may be

adversely impacted by any change to, or increase of, Legal Obligations (as well as any additional health and safety practices required in order to comply with existing Legal Obligations), the Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs, plus reasonable overhead and profit thereon. The Contract Sum and Contract Time are based upon a mutual expectation that reasonable positions will be taken by federal, state, or local inspectors and officials ("Authorities"), and that such Authorities shall act with reasonable promptness and diligence regarding issuance of permits, approvals, certificates of occupancy, and in interpreting applicable codes and standards. Contractor shall be entitled to a change order adjusting the Contract Sum and Contract Time for any impact resulting from a deviation.

§ 3.7.2 ~~The~~ Without assuming any design responsibilities, the Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall, upon discovery, notify the Architect in writing, and necessary changes shall be accomplished by appropriate Modifications. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. Should applicable laws, ordinances, statutes, standards, building codes, rules and regulations change between the bid date and commencement of the Work or during the progress of the Work, and should such change require the Contractor to perform either more or less work, the Contract Sum and Contract Time shall be appropriately adjusted in compliance with the requirements of Article 7, Changes in the Work.

...

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents-Document or (2) unknown physical conditions of an unusual ~~nature-nature~~, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are ~~disturbed-disturbed~~, if possible, and in no event later than 4-21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, ~~will recommend that an equitable adjustment be made-shall be entitled to equitable adjustment~~ in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, ~~Contractor in writing~~, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may ~~submit a Claim-proceed~~ as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor knowingly encounters and recognizes human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence or good faith belief of such existence of such remains or features may be made as provided in Article 15.

PAGE 17

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade ~~discounts~~; discounts as well as the labor costs of performing the Work when made part of the allowance line item within the Schedule of Values;
- .2 unless excluded in 3.8.2.1 above, Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

...

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable ~~promptness.~~promptness to avoid delay in the Work.

...

§ 3.9.1 The Contractor shall employ and shall designate in writing to the Architect and Owner, a competent superintendent and necessary assistants who shall be in attendance at the Project site during Site during the performance of the Work. The superintendent shall represent ~~the Contractor,~~ Contractor as his agent, and communications given to the superintendent shall be as binding as if given to the Contractor. Communications between the parties shall be confirmed in writing where such communications have a material effect upon the Work or where such confirmation is requested by other parties.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.2 *[Intentionally Omitted]*

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner ~~or Architect~~ has made reasonable and timely objection. The Contractor shall not change the superintendent without ~~the Owner's consent,~~ which shall not unreasonably be withheld or delayed notification to the Owner. Failure of the Owner to reply within 14 days of Contractor's notification to Owner of a proposed superintendent shall constitute notice of no reasonable objection.

...

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised by Contractor at appropriate intervals in its discretion and without prior notice as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow Contractor shall prepare and keep current a schedule of submittals that is coordinated with the Contractor's construction schedule and which allows the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. When changes do not affect the Substantial Completion date, they may be made at Contractor's discretion.

§ 3.10.4 Nothing in the requirement to submit construction schedules, or to revise such schedules or any review of such schedules by the Owner or Architect, shall give rise to a duty, obligation or responsibility of the Owner or Architect to the Contractor, subcontractor, material supplier or any other entity involved in the Work, to ensure completion of the Work within the Contract Time. It is the sole duty, responsibility and obligation of the Contractor to complete the Work within the Contract Time.

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Owner or, if directed, to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

...

§ 3.12.6 By submitting Shop Drawings, Product Data, ~~Samples, Samples~~ and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed ~~and approved~~ them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, ~~so~~ and (3) checked ~~and coordinated~~ the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor, in making this representation, is relying on the Architect to have fully coordinated the design drawings.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof. Any portion of the Work which fails to conform to the requirements of the Contract Documents shall be corrected in compliance with Article 12, UNCOVERING AND CORRECTION OF WORK, and the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals shall not relieve the Contractor of his duty, obligation and responsibility to make any such required corrections.

...

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely ~~upon~~ upon, and is not responsible for, the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given ~~and the design concept expressed design criteria~~ in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form ~~specified by the Architect required by the Contract Documents.~~

§ 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and two (2) re-submittals. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional re-submittals.

...

§ 3.14.1 The Contractor shall be responsible for cutting, ~~fitting, fitting or~~ patching required to complete the Work or to make its parts fit together properly. ~~All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.~~

PAGE 20

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the ~~Project.~~Project resulting from Contractor's Work.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so upon seventy-two (72) hours advance written notice to Contractor, and the Owner shall be entitled to reimbursement of reasonable costs from the Contractor.

...

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner ~~and Architect~~ harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. ~~However, if~~ If an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect by the Contractor, and that infringement or violation relates to copyright or patent rights within the Contract Documents, the Contractor shall promptly notify the Architect and the Owner and shall not be responsible for such infringement or violation(s).

...

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, ~~Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, them or anyone for whose acts they may be liable, regardless of whether or not except to the extent such claim, damage, loss, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that which would otherwise exist as to a party or person described in this~~ Section 3.18; Section 3.18.

...

§ 3.18.3 The obligations of the Contractor shall not extend to the liability of the Architect, the Architect's consultants, ~~and agents and employees of any of them, including but not limited to any liability arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants and agents and employees of any of them.~~

PAGE 21

§ 4.1.2 ~~Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.~~ [Intentionally Omitted]

...

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents ~~and will be an Owner's representative~~ during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, ~~since these are solely the Contractor's rights and responsibilities under the Contract Documents.~~ Work.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Contractor (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, ~~of~~ and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

...

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it ~~necessary or advisable, necessary,~~ the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product ~~Data, Data~~ and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken ~~in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness~~ with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation ~~or performance~~ of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under ~~Sections 3.3, 3.5, Sections 3.3, 3.5 and 3.12.~~ Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions ~~or or, unless otherwise specifically stated by the Architect,~~ of any construction means, methods, techniques, ~~sequences, sequences~~ or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change ~~Directives, Directives~~ and may ~~order~~ authorize minor changes in the Work as provided in ~~Section 7.4. Section 7.4.~~ Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in ~~Section 3.7.4. Section 3.7.4.~~

PAGE 22

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor in writing of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable ~~promptness~~promptness; however, delivery of such interpretation shall not be extended to cause the Contractor delay in the Work.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good ~~faith~~faith, except to the extent such interpretations or decisions result from professional negligence, errors, omissions, willful neglect or misconduct.

...

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable ~~promptness~~promptness, and delivery of such interpretation shall not be extended to cause the Contractor delay in the Work or cause the Work to be performed out of sequence. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

...

§ 5.2.1 Unless otherwise stated in the Contract Documents, ~~Documents or the bidding requirements,~~ the Contractor, as soon as practicable after award of the Contract, shall ~~notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including~~ furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day entity. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

PAGE 23

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. ~~If If, in the opinion of the Contractor, the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~

...

By appropriate ~~written agreement, agreement,~~ written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, ~~and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Documents.~~ Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, ~~and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. rights.~~ Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with

the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

...

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and ~~Contractor~~; Contractor in writing; and

...

§ 5.4.3 Upon such assignment to the Owner under this ~~Section 5.4, the Owner~~ Section 5.4, the Owner, upon approval of Subcontractor, may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

...

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. To the extent the Owner chooses to perform construction or operations related to the Project, or to award separate contracts in connection with other portions of the Project or other construction or operations on the site, the Owner shall be required to secure a separate permit for that Work, if required by the authority having jurisdiction. Regardless, the Owner shall ensure that the Contractor is listed as an additional insured on the Separate Contractor's general liability and excess liability policy. Further, the Owner agrees to defend, indemnify and hold harmless the Contractor from any claims made against the Contractor resulting from damage to property (other than the Work) or injury to, or death of, persons in or about the Project caused by, arising out of or in connection with the construction, services, labor, materials, and equipment which have been performed, provided or supplied to the Project by the Owner or its Separate Contractor. If the Contractor claims that delay or additional cost is involved because of performance of construction or operations of Separate Contractors, of such action by the Owner or its Separate Contractors, the Contractor shall make such Claim as provided in Article 15.

PAGE 24

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual ~~agreement~~ agreement and shall be granted any necessary extensions to the deadline for Substantial Completion necessitated by revisions to the Contractor's construction schedule caused by other work. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

...

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their ~~activities~~ activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of ~~apparent-known~~ apparent-known discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. ~~Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work.~~ The Contractor shall not be responsible for

discrepancies or defects in the construction or operations by the Owner or Separate Contractor ~~that are not apparent.~~ Contractors.

§ 6.2.3 The Contractor shall reimburse the Owner for reasonable costs the Owner incurs that are payable to a Separate Contractor ~~because of the Contractor's delays, improperly timed activities to the extent caused by Contractor's unexcusable delays~~ or defective construction. The Owner shall be responsible to the Contractor for reasonable costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

...

The Owner or its Separate Contractors shall promptly remedy damage that the Owner or its Separate Contractor cause to the Contractor's completed or partially completed construction.

...

If a dispute arises among the Contractor, Separate ~~Contractors,~~ Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, ~~the Owner the Owner,~~ after notifying responsible party(s) by written notice and allowing the responsible party(s) to resolve this issue, may clean up and the Architect will allocate the cost among those responsible.

PAGE 25

§ 7.1.2 A Change Order shall be based upon agreement among the ~~Owner, Contractor, and Architect.~~ Owner or Architect and the Contractor. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

...

§ 7.2.1 A Change Order is a written instrument prepared by the Architect or Contractor and signed by the Owner, ~~Contractor,~~ Contractor and Architect stating their agreement upon all of the following:

...

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, ~~including, in case of an increase in the Contract Sum, including~~ an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

PAGE 26

§ 7.3.8 The amount of credit ~~to be allowed by the Contractor to the Owner for a deletion or change that results in a net or addition for a change which results in a net increase or decrease in the Contract Sum~~ shall be actual net cost as confirmed by the Architect. ~~When both additions and credits covering related Work or substitutions Architect to include a reasonable corresponding adjustment for overhead and profit. When both additions and credits are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that overhead and net profit allowance shall be calculated on the basis of the net change.~~

...

§ 7.3.11 Prior to final payment, all Construction Change Directives issued during the progress of the Work shall be converted into Change Orders and signed by the Contractor, Architect and Owner. Should the parties fail to agree with the determination made by the Architect concerning adjustments in the Contract Sum and the Contract Time, or otherwise fail to reach agreements upon the adjustments, that portion of the final payment which is affected by the dispute, if any, shall be withheld pending final judgment issued by a court of competent jurisdiction.

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in ~~writing~~ writing and approved by the Owner. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. Notwithstanding, in the event the Architect has issued multiple Additional Supplementary Instructions that, in the aggregate, result in the changes justifying an adjustment in Contract Sum or extension of the Contract Time, Contractor shall be entitled to submit a request for an equitable adjustment.

ARTICLE 8—TIME

ARTICLE 8 TIME

...

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement. Date of Commencement shall not be earlier than the date upon which all necessary permits are procured that would allow the Contractor to initiate and continue the Work and a written notice to proceed is received by the Contractor.

§ 8.1.3 The date of Substantial Completion is the date ~~certified by the Architect in accordance with~~ established under Section 9.8.

PAGE 27

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. ~~By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.~~

...

§ 8.2.3 The Contractor shall ~~proceed expeditiously with adequate forces and shall~~ use commercially reasonable efforts to achieve Substantial Completion within the Contract Time.

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor shortages and/or disputes, fire, unusual delay in deliveries, transportation delays not within the Contractor's control, unavailability of suitable materials, riots, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, epidemics, pandemic, or other designated health emergency, or other causes beyond the Contractor's control; (4) disruptions in labor or materials supply resulting from a public health crisis regardless of whether an infectious disease, epidemic, pandemic or isolated to areas from which such labor and materials are supplied; (5) by adverse government actions, including without limitation embargoes and tariffs; (6) quarantine restrictions or government vaccine mandates; (7) by delay authorized by the Owner pending mediation and binding dispute resolution; or ~~(5)-(8)~~ (8) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Sum shall be adjusted and the Contract Time shall be extended for such reasonable time as the Architect may determine by Change Order for such reasonable time, and amounts as arise out of or relate to such cause.

...

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment ~~that the Owner or Architect require~~, as required by the Contract Documents, such as copies of requisitions, and releases and waivers of liens from first-tier Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment,

duly notarized, shall be a current authorized edition of AIA Document G702, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703, Continuation Sheet.

PAGE 28

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. This provision does not prohibit Contractor from withholding payments to Subcontractors or suppliers pursuant to a provision or its agreements with such Subcontractors and suppliers providing for such withholding.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location ~~agreed upon in writing, provided that stored materials are properly insured.~~ Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, ~~storage, storage~~ and transportation to the ~~site, site~~ for such materials and equipment stored off the site.

§ 9.3.2.1 [Intentionally Deleted]

PAGE 29

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. ~~The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, Owner and notify the Contractor in writing of the particular reasons why such representations to the Owner cannot be made as to the remaining amount.~~ The Architect may also withhold a Certificate for Payment to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

...

- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor, provided such claims are not due to Owner's failure to pay Contractor;
- .3 failure of the Contractor to make payments ~~properly to Subcontractors or suppliers for to~~ Subcontractors in accordance with the terms of the applicable subcontracts, or for properly performed/delivered, labor, materials or equipment;

...

- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

However, in no event shall the Architect refuse to certify or shall the Owner withhold payment of an amount greater than that which is sufficient to pay the direct expenses the Owner reasonably expects to incur to correct any of the above reasons set forth by the Architect for withholding certification.

...

§ 9.5.4 ~~If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by~~

joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

...

§ 9.6.2 The Contractor shall promptly pay each Subcontractor, Subcontractor no later than ~~seven~~ ten days after receipt of payment from the Owner, the amount to which ~~the said~~ Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of ~~the said~~ Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor. [Intentionally Deleted]

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within ~~seven~~ fourteen days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

PAGE 30

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within ~~seven~~ fourteen days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The received, or terminate the Contract. In the event the Work is stopped, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents. If the Contractor terminates the Contract, Owner shall pay Contractor for Work executed and for incurred costs related to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 9.7.1 Upon execution of the Agreement, Contractor shall provide Owner with written payment instructions and all necessary forms required by Owner to effectuate payments to Contractor by wire transfer (the "Payment Information"). Contractor shall submit the initial Payment information to Owner by certified mail or hand delivery only. If Owner receives a request to change such Payment Information, Owner agrees that it will not modify or make change to this Payment Information without oral communication, followed by written confirmation, from Contractor's Controller. Owner shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein. If Owner makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Contractor as required under the terms of this Agreement.

...

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Substantial Completion will be achieved by Contractor when the last of the following occurs:

.1 custody and control of the Work (or designated portion of the Work) is provided to the Owner ; and

.2 inspections and approvals from government agencies required by the Work (or designated portion of the Work) have been completed and a certificate of occupancy, whether temporary or final, for the Work (or designated portion of the Work) has been issued;

If the Work (or designated portion of the Work) includes installation of items furnished by the Owner, completion of such installation will be considered punch list work and will not delay designation of Work as Substantially Complete.

PAGE 31

§ 9.8.4 When the Work or designated portion thereof is substantially ~~complete~~, complete as defined in Section 9.8.1, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, ~~property insurance~~, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Unless otherwise agreed in writing, the Owner shall become responsible for building security, property insurance, and for payment of all utilities associated with the Work upon Substantial Completion.

...

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably ~~withheld~~, withheld, provided if Contractor is delayed at any time in the progress or completion of the Work, or if Contractor's work is made more costly, by any cause or condition arising directly or indirectly from such partial occupancy or use, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs, plus reasonable overhead and profit thereon. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. At the time Owner takes partial occupancy or use, the Owner shall reduce retainage proportionately.

...

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents. Owner shall indemnify, defend, and hold Contractor harmless from any and all damages, losses, claims and expenses, including attorneys' fees arising out of or related to such partial occupancy or use, including, but not limited to claims for property damage and bodily injury.

...

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. In no event shall the Architect unreasonably withhold the final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise ~~satisfied, satisfied or will be promptly made upon receipt of final payment from the Owner,~~ (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor ~~warranties, warranties as required by the Contract Documents,~~ and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the ~~Owner-Owner or by law.~~ If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all ~~money-reasonable payments~~ that the Owner ~~may be compelled to pay-has made~~ in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor (~~including, but not limited to any cause identified in §8.3 above~~) or by issuance of Change Orders affecting final completion, ~~and the Architect so confirms,~~ the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

PAGE 32

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those claims previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

...

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

...

§ 10.2.1 The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

...

- .3 other property at the ~~site or adjacent thereto,~~ site, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

PAGE 33

§ 10.2.3 The Contractor and its Subcontractors shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor and its Subcontractors shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 negligently caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

...

§ 10.3.1 ~~The~~ Without accepting any responsibility or liability for the remediation of hazardous materials that exist on or contiguous to the Project site as of the date of the Agreement, the Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable property damage, bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. ~~Unless otherwise required by the Contract Documents, the~~ The Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property ~~(other than the Work itself), property,~~ except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. Unless required by the Contract Documents, the Contractor shall not be required to perform without its consent any Work relating to a hazardous material or substance, provided that such Contractor consent shall not be unreasonably withheld.

§ 10.3.5 The Contractor shall reimburse the Owner for the reasonable and necessary cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently

handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to requirements of the Contract Documents or the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable ~~by a government agency for the reasonable and necessary cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~

§ 10.3.7 Unless required by the Contract Documents, the Contractor shall not be required to perform, without consent, any Work relating to mold, asbestos or polychlorinated biphenyl ("PCB"). The Contractor shall perform no work involving toxic, contaminant, contaminated or hazardous material of any type, which removal or responsibility to render harmless is the Owner's obligation.

PAGE 34

§ 11.1.3 Upon the request of any person or entity ~~appearing to be that Contract has reason to believe is a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~

PAGE 35

§11.1.5 Contractor may use a traditional insurance process, or it can use a Controlled Contractor Insurance Program ("CCIP").

[Intentionally Omitted]

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

[Intentionally Omitted]

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, ~~or the inability to conduct normal operations, or delay in completion~~ due to fire or other causes of loss. The Owner waives all rights of action against the ~~Contractor and Architect-Contractor, Subcontractors, Sub-subcontractors, Separate Contractors, and Architect and Architect's consultants~~ for loss of use of the Owner's property, the inability to conduct normal operations, or delay in completion, due to fire or other hazards however caused.

...

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of written notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

...

§ 12.1.1 If a portion of the Work is covered contrary to the ~~Architect's request or to~~ requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract ~~Documents, Documents or contains an acceptable minor change in the Work,~~ the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be ~~appropriate.~~ appropriate to compensate Contractor for its actual costs of uncovering and replacing the Work, plus reasonable overhead and profit. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

PAGE 36

The Contractor shall promptly correct Work rejected by the Architect ~~or for failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's and inspections and the cost of uncovering and replacement shall be at the Contractor's expense. In the event Work is uncovered and determined as conforming to the Contract Documents the costs of recovering and replacement, including compensation for Contractor's service and expenses, shall be at the Owner's expense.~~

...

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such written notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the ~~Owner or Architect,~~ Owner, the Owner may correct it in accordance with Section 2.5.

...

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work prior to Substantial Completion that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 ~~Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.~~ [Intentionally Omitted]

...

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and ~~correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.~~ correction.

...

~~The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~ laws of the State of Oklahoma shall apply and govern the enforcement and interpretation of the Contract.

...

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

§ 13.2.2 The Owner may, ~~without~~ with consent of the Contractor, 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 Contractor shall execute all consents reasonably required to facilitate the assignment. Contractor shall not be obligated to perform pursuant to the assignment unless or until Owner or Lender has paid Contractor for Work performed prior to the effective date of the assignment.

PAGE 37

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear ~~all related~~ costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so ~~require~~ require, and Contractor may rely and act upon such test results, inspection reports, and approvals procured by the Owner.

...

§ 13.6 Severability

If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

§ 13.7 Overtime Work

All overtime work as defined by federal and state statute required to complete the Work in the Contract time shall be included in the Contract Sum and the Contractor shall work overtime as required to complete the Work within the Contract Time. The Contract Sum shall not be adjusted for overtime work required to complete the Work in the Contract Time.

PAGE 38

§ 14.1.1 The Contractor may ~~stop the Work, and may subsequently~~ terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

...

- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- .5 if the Owner suspends the Work for convenience in accordance with paragraph 14.3 herein; or
- .6 if Owner is responsible for providing the property insurance coverage required in Exhibit A to the Agreement herein and Contractor becomes aware that Owner did not procure and maintain such coverage.

...

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, ~~as well as reasonable overhead and profit on Work not executed,~~ and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of ~~60 consecutive~~ 30 consecutive days or 60 cumulative days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon

seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

...

- .2 fails to make an undisputed payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or ~~suppliers; Suppliers, provided such~~ nonpayment is not due to the Owner's failure to pay Contractor for Work performed;

...

- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, ~~seven~~ fourteen days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all ~~materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;~~ materials owned by the Owner;

PAGE 39

- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the ~~Contractor,~~ Contractor or its surety, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the ~~Work.~~ Work along with all supporting documentation.

...

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the ~~Initial Decision Maker, Architect,~~ upon application, and this obligation for payment shall survive termination of the Contract.

...

§ 14.4.1 The Owner may, ~~at any time, upon thirty (30) days written notice to the Contractor,~~ terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

...

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of ~~Subcontracts; and the termination fee, if any, set forth in the Agreement.~~ Subcontracts.

...

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility

to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents; however, the Owner shall send advance written notice to the Contractor before imposing any liquidated damages.

If the Project is "mixed use", any claims against the Contractor arising under this Agreement shall be brought exclusively by the Owner and Owner shall indemnify and hold harmless the Contractor, Subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from claims brought by a leasee or owner of an apartment or condominium relating in any to the Work. The Owner represents and warrants that for 8 years after the Date of Substantial Completion, the residential portions of the completed Project shall be maintained as apartments and shall not be converted into condominiums.

PAGE 40

~~The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.~~[Intentionally Omitted]

...

~~§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.~~will be initiated by written notice to the other party.

~~§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.~~written notice to the other party.

...

~~§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments for undisputed Work in accordance with the Contract Documents.~~

~~§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15.~~Article 15.2. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker pursuant to the agreement of the parties unless the parties are unable to reach an agreement, in which case the procedures set in Articles 15.3 and 15.4 shall apply.

...

~~§ 15.1.5.1 Where the price of labor, material, equipment or energy necessary to perform the Work increases significantly during the term of the Contract, through no fault of the Contractor, the Contract Sum shall be equitably adjusted by Change Order as provided in Section 7 of the General Conditions of the Contract. A significant price increase means a change in price occurring during the period of time between the date of Contract execution to the date of Substantial Completion by an amount exceeding five percent (5%). Such price increases shall be documented by available vendor quotes, estimates, invoices, catalogs, receipts or other documentation. Further, if material or equipment required by the Contract Documents are not available due to shortage or unavailability or if the price to procure such material or equipment increases as set forth in this Section, then an acceptable substitute may be found and an adjustment in the Contract Sum shall be made accordingly.~~

...

§ 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail; the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim. The Owner assumes an average number of weather-related delays based on National Oceanic and Atmospheric Administration data. The Owner is responsible for delays for permitting, inspections and material availability. Only delays beyond ordinary circumstances will be considered when evaluating claims for additional time.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. [Intentionally Omitted]

§ 15.2 Initial DecisionDIRECT DISCUSSIONS

[Intentionally Omitted]

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a

response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

[Intentionally Omitted]

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

[Intentionally Omitted]

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree

otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

ARTICLE 16 RENOVATIONS OR ADDITIONS TO AN EXISTING STRUCTURE AND TEMPORARY UTILITIES

§ 16.1 Investigation, Analysis, and Testing

§ 16.1.1 The Contractor has not investigated or determined the current conditions of the existing superstructure, building systems and the adequacy of utilities that may impact Contractor's performance of the Work. The cost of correcting any such deficiencies is not included within the GMP.

NabModel Version 08.04.2022 **§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Justin Woolverton, 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 13:27:23 ET on 10/16/2022 under Order No. 2114332102 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

VOIP SERVICES (On Net) A Service of Pioneer Telephone Cooperative, Inc., & its Subsidiaries ("Pioneer") P.O. Box 539, Kingfisher, OK 73750 Phone: 611 or 888.782.2667 Fax: 405.375.8833 or 800.641.2721			CHECK ONE	
			☐ BUSINESS ☐ INDIVIDUAL	
CUSTOMER INFORMATION			FOR OFFICE USE ONLY	
Business Name: _____			Account #: _____	
Federal ID#: _____			Customer #: _____	
Individual Name: _____			Pioneer Agent/Representative name: _____	
Mailing Address: _____			Pioneer Agent / Representative email: _____	
City _____ State _____ Zip Code _____			Pioneer Agent / Representative phone: _____	
Physical address: _____				
City _____ State _____ Zip Code _____				
Social Security # (if no Federal ID # provided) _____				
Telephone _____				
ACCOUNT PLANS	MONTHLY FEE	INSTALLATION FEE	SERVICE COMMITMENT TERM	
	\$ _____	\$ _____	12 months	
In my individual capacity, and on behalf of the entity I represent, if any, by signing this form I acknowledge, understand, and agree that: My "Agreement" with Pioneer includes: (a) This VoIP Request; (b) Terms and Conditions of Service; (c) Additional Terms and Conditions including the End-User License Agreement; (d) Privacy Policy; (e) Acceptable Use Policy; (f) any Plan Requirements; and (g) the attached "Appendix A". I have been offered a copy of the Terms and Conditions. I am aware that I can obtain copies of the herein listed policies at any Pioneer retail store, or online at https://gopioneer.com/terms-conditions, or by calling 888.782.2667, all free of charge. I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ MY AGREEMENT AND I UNDERSTAND ALL OF THE TERMS AND I AGREE TO BE BOUND THEREBY. All charges are exclusive of local, state and federal taxes and fees. The information I provide will be used to establish this application for service and/or equipment. I understand that a suitable deposit may be required for service and/or equipment. This application becomes a contract upon the establishment of service. In my individual capacity, I understand that I am the only person who can get a copy of my bill. Early Termination charge is equal to the Monthly Fee X the remaining months of the Service Commitment Term. Free long-distance calls if placed in the contiguous United States and Canada. All long-distance calls placed to Alaska, Hawaii, and all other international calls will be billed at the then current rates of Pioneer Long Distance, Inc. for international calls. Pioneer reserves the right to cancel Your service and bill You for any remaining installment payments on Service Commitment, if You violate the Terms and Conditions of Service. If signing on behalf of a government agency, I represent that the Service Commitment Term is contingent upon yearly ratification by the governing authority, and allocation of funds. I authorize Pioneer and its agents to obtain information about my credit history, and to share that information with credit reporting agencies. If signing on behalf of an entity, I represent that I am a duly authorized representative of the entity shown under "Business Name" above; and I have submitted this application in the capacity indicated as my "Title" below. If I am representing a corporation, I acknowledge that the execution of this document has been authorized by all necessary corporate action.				

Authorized Signature Title Date

Printed Name

Additional Physical Address(s):

End-User License Agreement

This End-User License Agreement (EULA) is a legal agreement between you (the Customer requesting Pioneer's Services) and Pioneer Telephone Cooperative, Inc. and its subsidiaries ("Pioneer") the provider of Voice Over Internet Protocol Services ("VoIP") and VoIP-associated software, hardware, media, printed materials, and "online" or electronic documentation.

By signing this VoIP Request you are agreeing to be bound by this EULA, Pioneer's Terms and Conditions and Acceptable Use Policy (<https://gopioneer.com/terms-conditions>). If you do not agree to be bound by these terms do not install or use this service.

Disclaimer for Emergency 911 Services with Voice Over Internet Protocol (VoIP) Services

Thank you for choosing "Pioneer" as your voice over Internet protocol or "VoIP" service provider. VoIP is the next generation of communication service, but like any service has some limitations that users of VOIP service should be aware of:

1. When you dial 911 from your VOIP telephone the call is sent over an Internet connection to Pioneer equipment which in turn routes the call to the appropriate Public Service Answer Point (PSAP) or "911 Operator". Simultaneously the Automatic Number Information (ANI) or "Caller ID" associated with your VOIP telephone set is sent to an E911 database for lookup of your registered information. Your specific name, telephone number and physical address location information is presented to the 911 Operator.
2. **IMPORTANT!** If you move your VOIP telephone set to a location other than what is registered in the E911 database your actual location will be misrepresented. 911 VOIP service is a service not tied to a specific location or address. As a service that can be used anywhere there is an Internet location, the enhanced 911 or "E911" database may not have your correct location. **You must** verbally tell the 911 operator your actual physical location. If you are unable to speak, the 911 operator may dispatch emergency services to the wrong location.
3. It is important that you keep Pioneer updated on the current physical location of where you use the VOIP service. You can easily update the location of your VOIP service in Pioneer's database by calling your local Pioneer office or calling 888.782.2667. Even so, keeping Pioneer informed does not guarantee that emergency services will be able to locate you. It is strongly recommended that you use an alternate method for calling 911 services.
4. You must inform ANY PERSONS using Pioneer's VOIP services of the potential loss of Emergency 911 dialing capabilities and Pioneer's limitations of liability as set forth herein. You agree to prominently display on or near each VOIP handset E911 warning stickers provided to you by Pioneer.
5. As a service, VOIP is subject to a host of limitations and conditions. The Federal Communications Commission (FCC) requires Pioneer to provide you a list of E911 limitations that may be associated with the VOIP service provided to you. You are advised that the E911 service provided by Pioneer:
 - a. May not function with the loss of electrical power, including the loss of power to telephone equipment or other equipment necessary to route E911 calls to the appropriate Public Safety Answering Point.
 - b. Will not function if the broadband connection is not operational, including because of downtime for maintenance on broadband equipment or communication lines.
 - c. May not function properly from a remote location.
 - d. Will not function if the telephone equipment or other equipment necessary to place calls is not correctly configured.
 - e. May not transmit the correct physical address for the E911 call due to incorrect information provided by you, use of a non-native telephone number or delays in loading, or updating automatic number identification and location information into the E911 database(s).
 - f. May be affected by other factors or force majeure events, such as the quality of the broadband connection and/or network congestion within the public Internet.
 - g. Will not function if your Pioneer account has been terminated, suspended or disconnected for any reason.

Limitation of Liability

You specifically agree that in no event will Pioneer Telephone Cooperative, Inc. (including its subsidiaries and affiliates) or its Directors, Officers, Employees, Contractors, or Agents be liable for any indirect, incidental, special, or consequential damages arising, directly or indirectly, from or in connection with, any use of (or inability to use) the Voice Over Internet Protocol (VoIP) service, or any use of (or inability to use) Emergency 911 services in connection therewith. You also agree to release and discharge Pioneer (including its subsidiaries and affiliates), its Directors, Officers, Employees, Contractors and Agents from any and all actions, lawsuits, claims, damages, judgments, liabilities and expenses (including without limitation reasonable attorney's fees) whatsoever that you may otherwise have in connection with use (whether by you or another person) of the VOIP services or Emergency 911 services that are provided or given access to under this agreement (collectively, "claims"). To the fullest extent permitted by law, you waive your right (and covenant not) to bring suit for said claims against Pioneer or any of the other persons mentioned in the paragraphs above.

I acknowledge that I have received Consolidated Telecommunications letter concerning the capabilities and limitations of the VoIP services as it pertains to 911 emergency calls and I understand and agree to the Authorized terms above.

Signature: _____ Title: _____ Date: _____

[illegible]

Page 3 of 4

Pioneer Hosted VoIP

Appendix B

Hosted VoIP On-Net (*inside a Pioneer Telephone Exchange*)

I acknowledge that by switching to a Hosted VoIP service, my local phone line(s) will no longer be automatically listed in the White Pages or accessible via National Directory Assistance (411 information); however, being a Pioneer customer, we want to make the transition to Hosted VoIP as seamless as possible. By switching to a Hosted VoIP service, this does not affect any optional paid Directory Advertising I contract with Pioneer Telephone Cooperative, Inc. or through a third-party vendor.

Please make your selections:

_____ I want my White Page business listing(s) **EXACTLY** how it appears in the current Pioneer phone book, and my current directory charges, if any, will be transferred to my Hosted VoIP account (i.e. charges for bold listings).

_____ I want my White Page business listing(s) to appear in the Pioneer phone book as follows: _____ . These printed changes will be effective with the next printing of the Pioneer phone book; National Directory Assistance could be updated in as soon as 2 weeks.

Primary Directory Listing (free): Name, phone number and physical address (optional) (no bold type):

Extra Listings: \$1.25 per listing per month. Include name, phone number and physical address (optional) (no bold type):

Printed Name

Date

Authorized Signature

Title

Encumbrance Register

Options: Year: 2022-2023, Date Range: 10/7/2022 - 11/4/2022, PO Range: 284 - 9999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	284	10/11/2022	10028	Prosperity Bank	(561) Travel Expense-OIEC Conference	400.00
				(561) Travel Expense-Hotel and Meals to attend OIEC December 4-6, 2022Kristi Ferguson	561-2573-582-000-0000-000-050 10/11/2022	400.00
11	285	10/11/2022	344	CCOSA	(552) Trauma-Informed Training with Dr. Sorrels	250.00
				(552) This is a training with Dr. Barbara Sorrels through CCOSA. The purpose is to make attendees trauma-informed. Atchley	541-2573-860-000-0000-000-050 10/11/2022	250.00
11	286	10/11/2022	137	THOMPSON SCHOOL BK. DEP.	Apprentice Leveled Readers	862.34
				Reading Wonderworks Apprentice Leveled ReadersSet of 30 Grade 2	511-1000-644-429-1050-000-105 10/11/2022	426.90
				Reading Wonderworks Apprentice Leveled ReadersSet of 30Grade 3	511-1000-644-429-1050-000-105 10/11/2022	426.90
				Shipping & Handling1%	511-1000-644-429-1050-000-105 10/11/2022	8.54
11	288	10/12/2022	47944	Amazon	LOCKED OUTDOOR SLIP DROP BOX	130.00
				LOCKED OUTDOOR SLIP DROP BOX	009-2740-612-000-0000-000-050 10/12/2022	130.00
11	289	10/18/2022	10028	Prosperity Bank	(561) Registration for Conference 12/4/22	283.55
				(561) Registration for Kristi Ferguson to attend OCIE Conference in Durant OK, December 4-6, 2022	561-2573-860-000-0000-000-050 10/18/2022	283.55
11	290	10/18/2022	8324	VIZAVANCE	PK-1st Vision Screening Fee	100.00
				Screening Fee	000-2180-336-000-0000-000-110 10/18/2022	100.00
11	291	10/18/2022	10028	Prosperity Bank	(541) OKSTE M.Bingham Travel Expenses	500.00
				(541) Travel Expenses-Mileage, hotel, meals, tolls, for Marshall Bingham to attend OKSTE in Tulsa November 2-3, 2022.	541-2573-580-000-0000-000-705 10/18/2022	500.00
11	292	10/18/2022	47944	Amazon	CALENDAR FOR WALL	45.00
				WALL CALENDAR FOR BUS BARN	009-2740-619-000-0000-000-050 10/18/2022	45.00
11	293	10/18/2022	2858	Capital One/Walmart	Classroom Allowance	110.00
				Classroom allowance	031-1000-619-100-0000-000-505 10/18/2022	110.00
11	294	10/18/2022	2858	Capital One/Walmart	Classroom Allowance	110.00
				Classroom Allowance	031-1000-619-100-0000-000-505 10/18/2022	110.00
11	295	10/19/2022	47944	Amazon	Classroom allowance	110.00
				classroom allowance - speakers for computer & little spot of emotions book set for SEL	031-1000-619-100-0000-000-105 10/19/2022	110.00
11	296	10/19/2022	10028	Prosperity Bank	(541) Character.Org Books	232.20
				(541) 11 Principals Framework for School BooksShipping included	541-2213-000-000-0000-000-105 10/19/2022	77.40
					541-2213-000-000-0000-000-505 10/19/2022	77.40
					541-2213-000-000-0000-000-705 10/19/2022	77.40
11	297	10/19/2022	48109	Ace of Newcastle LLC	Transportation Supplies for 2022-23	1,000.00
				Transportation Supplies for 2022-23	009-2740-612-000-0000-000-050 10/19/2022	1,000.00
11	298	10/19/2022	8324	VIZAVANCE	2nd-5th Vision Screening Fee	100.00
				Screening Fee	000-2180-336-000-0000-000-105 10/19/2022	100.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 10/7/2022 - 11/4/2022, PO Range: 284 - 9999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	299	10/20/2022	51564	Brotherhood Garage LLC	Nissan Quest Alternator and rear brakes	2,800.00
	Nissan Quest Alternator and		009-2740-439-000-0000-000-050		10/20/2022	2,800.00
11	300	10/24/2022	82583	KAISHA MATHIS	(541) Reimbursement for Travel expenses for OKSTE	108.00
	(541) OKSTE Travel Expenses- ReimbursementNovember 2-3, 2022		541-2573-580-000-0000-000-705		10/24/2022	108.00
11	301	10/24/2022	8317	PROSPERITY BANK (WEBSTAURANT STORE)	Various small wares for all kitchens	2,600.00
	Small wares- Thermometers, serving items, food storage containers, knives, mop handles		015-3140-617-700-0000-000-705		10/24/2022	2,600.00
11	302	10/24/2022	4966	OASCD	(541) OASCD Fall 2022 Conference Nov 3rd	625.00
	(541) OASCD Fall 2022 Conference RegistrationTammy Bolles & Adrienne Rainey		541-2213-860-000-0000-000-705		10/24/2022	250.00
	(541) OASCD Fall 2022 Conference Jessica Howsley		541-2213-860-000-0000-000-505		10/24/2022	125.00
	(541) OASCD Fall 2022 Conference RegistrationJessica Tilley		541-2213-860-000-0000-000-105		10/24/2022	125.00
	(541) OASCD Fall 2022 Conference RegistrationTaylor McKay		541-2213-860-000-0000-000-110		10/24/2022	125.00
11	303	10/24/2022	51618	Technology Student Association	Affiliation Dues	120.00
	National & state affiliation dues		000-2199-810-000-0000-000-705		10/24/2022	120.00
11	304	10/24/2022	47944	Amazon	Organizers for Transportation Dept	300.00
	Organizers for Transportation Dept.		009-2740-612-000-0000-000-050		10/24/2022	300.00
11	305	10/24/2022	47944	Amazon	Part for Lift Repair	157.64
	Invacare Hydraulic Pump for Patient Lifts,		000-2640-658-239-0000-000-105		10/24/2022	157.64
11	306	10/24/2022	82583	KAISHA MATHIS	Flight and Hotel Expenses	825.00
	Flight to Austin - Approx. \$250.00Stay in conference hotel - JW Marriott with group rate\$575 for 2 nights		035-2213-810-000-0000-000-705		10/24/2022	825.00
11	307	10/24/2022	8317	PROSPERITY BANK (WEBSTAURANT STORE)	Milk Refrigerator box for Elementary site	4,539.00
	Continental Refrigerator MC5-SCW 58" 1 Sided Cold Wall Milk Cooler		015-3140-651-700-0000-000-705		10/24/2022	4,139.00
	Freight and shipping costs		015-3140-651-700-0000-000-705		10/24/2022	400.00
11	308	10/24/2022	51547	Imagine Learning LLC	Elementary Workbooks for new students	200.00
	Elementary Workbooks for 2 new students enrolled at 9 weeks		035-1000-645-100-1050-000-105		10/24/2022	200.00
11	309	10/25/2022	82583	KAISHA MATHIS	(541)Travel expenses for OKSTE	258.00
	(541) Reimbursement for OKSTE Travel Expenses November 2-3, 2022		541-2213-580-000-0000-000-705		10/25/2022	108.00
	(541) Increase PO 309 for Mileage and Parking Fees		541-2573-580-000-0000-000-705		10/31/2022	150.00
11	310	10/25/2022	82407	TAYLOR D WESTMORELAND	(541) Reimbursement for Travel Expenses for OKSTE	108.00
	(541) Reimbursement for Travel Expenses for OKSTE November 2-3, 2022		541-2213-580-000-0000-000-105		10/25/2022	108.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 10/7/2022 - 11/4/2022, PO Range: 284 - 9999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	311	10/25/2022	1748	OKLAHOMA FUTURE FARMERS OF AMERICA	Affiliated Fees	1,008.00
			412-2199-810-311-0000-000-705		10/25/2022	1,008.00
11	312	10/25/2022	1655	BAKER AUTOMOTIVE	HVAC DOOR HANDLE	500.00
			009-2740-439-000-0000-000-050		10/25/2022	500.00
11	313	10/25/2022	82807	RYAN MCLAUGHLIN	(541) Travel Reimbursement Expenses OKSTE	108.00
			541-2573-580-000-0000-000-105		10/25/2022	108.00
				(541)OKSTE Conference Travel Reimbursement Expenses for Ryan McLaughlin on 11/2 & 11/3.		
11	314	10/26/2022	2766	CDW LLC	VI laptop	349.79
			000-1000-681-239-0000-000-105		10/26/2022	30.50
			000-1000-681-239-0000-000-105		11/02/2022	319.29
11	315	10/27/2022	47944	Amazon	Classroom Allowance	109.06
			031-1000-619-100-0000-000-705		10/27/2022	109.06
11	316	10/27/2022	47944	Amazon	Classroom Allowance	110.00
			031-1000-619-100-0000-000-505		10/27/2022	110.00
11	317	10/27/2022	82583	KAISHA MATHIS	(541)AASA Travel Reimbursement - San Antonio, TX	1,202.19
			541-2573-580-000-0000-000-705		10/27/2022	1,202.19
				(541) AASA Travel Reimbursement- Kaisha MathisFeb 15-18, 2022		
11	318	10/31/2022	82833	MARSHALL BINGHAM	(541) Travel Reimbursement OKSTE Tulsa	200.00
			541-2573-580-000-0000-000-050		10/31/2022	200.00
				(541) Travel Reimbursement for OKSTE, Tulsa November 2-3, 2022		
11	319	10/31/2022	50953	Allied 100 LLC	AED pads	150.00
			000-2132-616-000-0000-000-050		10/31/2022	150.00
				AED pads x 2, East and West building units		
11	320	10/31/2022	10028	Prosperity Bank	(561) Native American Resource books	390.00
			561-2199-641-000-0000-000-505		11/01/2022	30.00
			561-2199-641-000-0000-000-705		11/01/2022	60.00
			563-2199-641-000-0000-000-105		10/31/2022	120.00
			563-2199-641-000-0000-000-110		10/31/2022	90.00
			563-2199-641-000-0000-000-505		10/31/2022	60.00
			563-2199-641-000-0000-000-705		10/31/2022	30.00
11	321	10/31/2022	51571	Marshall Auto Supply LLC	Bus parts	5,000.00
			009-2740-612-000-0000-000-050		10/31/2022	5,000.00
				Bus parts and supplies 2022-23		
11	322	10/31/2022	47944	Amazon	Laminating Pouches for PreK Renaissance QR Codes	30.00
			000-2199-619-000-0000-000-110		10/31/2022	30.00
				Laminating Pouches for PreK Renaissance QR Codes		
11	323	11/01/2022	47944	Amazon	(511) Supplemental supplies and materials	171.96
			511-1000-619-429-0000-000-110		11/01/2022	171.96
				(511) supplemental supplies and materials		
11	324	11/01/2022	2834	PEARSON EDUCATION INC.	Beery Visual-Motor Integration Test Manual	97.30
			000-2140-614-239-0000-000-110		11/01/2022	97.30
				Beery VMI Developmental Test of Visual-Motor Integration Administration, Scoring, and Teaching Manual 6th Edition		

Encumbrance Register

Options: Year: 2022-2023, Date Range: 10/7/2022 - 11/4/2022, PO Range: 284 - 9999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	325	11/01/2022	2613	BSN Sports LLC	Girls Wrestling Singlets	1,784.00
	Girls Wrestling Singlets		019-1000-681-100-3300-000-705		11/01/2022	1,784.00
11	326	11/03/2022	51630	National Center for Youth Issues	(541) OSCA Conference Registration	1,195.00
	OSCA Annual Conference		541-2213-860-000-0000-000-105		11/03/2022	165.00
			541-2213-860-000-0000-000-110		11/03/2022	165.00
			541-2213-860-000-0000-000-505		11/03/2022	165.00
			541-2213-860-000-0000-000-705		11/03/2022	495.00
			541-2213-860-000-0000-000-705		11/03/2022	205.00
11	327	11/03/2022	401	MOORE-NORMAN VO-TECH	Reimbursement for Work Key Assessments	1,000.00
	Reimbursement for Work Key Assessments		000-2213-359-000-0000-000-705		11/03/2022	1,000.00
11	328	11/04/2022	47944	Amazon	(561) Native American Story Books	354.03
	(561) Native American Story Books		561-2199-641-000-0000-000-110		11/04/2022	177.01
			561-2199-641-000-0000-000-110		11/04/2022	177.02
Non-Payroll Total:						\$30,633.06
Payroll Total:						\$0.00
Balance Forward:						\$969.79
Report Total:						\$31,602.85

Change Order Listing

Options: Fund: General Fund, Year: 2022-2023, ReferenceDate: PO Date, Date Range: 10/7/2022 - 11/4/2022, PO Range: 1 - 283, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
14	07/01/2022	47944	Amazon	Classroom Allowance Supplies	1,500.00
	Increase PO 11-14 for Classroom Allowance	031-1000-619-100-0000-000-110		11/02/2022	1,500.00
57	07/01/2022	1883	SANDALL FIVE INC.	Cylinder leases - Ag Department	-175.00
	Cylinder leases - Ag Department	412-1000-621-311-8000-000-705		07/01/2022 11/01/2022	-175.00
69	07/01/2022	82231	JOSEPH SALAZAR	Mileage Reimbursement	750.00
	Increase mileage PO #11-69	015-2575-930-000-0000-000-050		10/31/2022	750.00
75	07/01/2022	296	Ross Transportation, Inc.	Transportation parts	5,000.00
	Transportation parts	009-2740-612-000-0000-000-050		07/01/2022 10/12/2022	-909.83
		009-2740-612-000-0000-000-050		10/12/2022	654.40
		009-2740-612-000-0000-000-050		10/12/2022	255.43
	Increase PO 11-75	009-2740-612-000-0000-000-050		10/18/2022	5,000.00
104	07/13/2022	10028	Prosperity Bank	(412-Morgan) Travel Expenses.	-32.04
	(412-Morgan) Project Buying Travel Expenses July 13-16 Mason, Brownwood, Stephenville and Hico TX	412-1000-580-311-8000-000-705		07/13/2022 11/01/2022	-32.04
116	07/19/2022	10028	Prosperity Bank	(412-Morgan) Travel Expenses	-252.46
	Travel Expenses for the OSU Field Days and FFA Officer Retreat July 19-27	412-1000-580-311-8000-000-705		07/19/2022 11/01/2022	-252.46
117	07/19/2022	10028	Prosperity Bank	(412-Morgan) Oklahoma Summit	-188.00
	Travel Expenses and Registration for Oklahoma Summit	412-1000-580-311-8000-000-705		07/19/2022 11/01/2022	-188.00
128	07/26/2022	10028	Prosperity Bank	(412-England) Hotel for Oklahoma Summit conference	-279.25
	Staying overnight Sunday July 31st-Tuesday August 2nd. I am requesting the tax exempt information and the credit card- if this can be put on that since I do not have an exact dollar amount.	412-1000-580-314-8400-000-705		07/26/2022 10/24/2022	-279.25
129	07/26/2022	51357	Lacey England	(412-FACS) Reimbursement for food at OK Summit	-17.60
	Reimbursement for food while out of town in Tulsa for Oklahoma Summit conference	412-2199-930-314-8400-000-705		07/26/2022 10/24/2022	-17.60
139	08/01/2022	51272	BadgePass, Inc.	BadgePass IM Device License (1 work station)	238.44
	Annual contract increase.	000-2580-432-000-0000-000-050		10/25/2022	238.44
161	08/09/2022	51238	PB/Educational Testing Serv	Para Pro Assessments (5)	280.50
	Increase PO # 161-Additional Para Pro Assessments (5)	000-2213-359-000-0000-000-705		11/02/2022	280.50
199	08/31/2022	47882	OK Assoc School Business Officials	Fall Conference Sept. 29-30, 2022	-100.00
	OKASBO Fall Conference September 29-30, 2022 for Melonie Hau, Kristi Ferguson, Lynda Chmil, and Shasta Smith	000-2511-860-000-0000-000-050		08/31/2022 10/12/2022	-100.00
228	09/13/2022	899	ACT Publications/Finance	(563) JOM ACT Voucher	126.00
	(563) Increase PO# 228 ACT Voucher (2)	563-2199-614-000-0000-000-705		10/25/2022	126.00
246	09/19/2022	10028	Prosperity Bank	Tri-City Customs (Truck Steps)	-189.05
	N-FAB Podium Steps Black and Labor	412-2199-658-311-8000-000-705		09/19/2022 11/01/2022	-189.05
256	09/26/2022	51293	Prosperity Bank (Travel Expenses)	Travel Expenses for Tulsa State Fair	-886.71

Change Order Listing

Options: Fund: General Fund, Year: 2022-2023, ReferenceDate: PO Date, Date Range: 10/7/2022 - 11/4/2022, PO Range: 1
- 283, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
				09/26/2022	11/01/2022
		412-1000-580-311-8000-000-705			-886.71
			Travel Expenses for Tulsa State Fair and Stillwater Project Buying Trip9/30/22 - 10/9/22		

Non-Payroll Total:	\$5,774.83
Payroll Total:	\$0.00
Report Total:	\$5,774.83

Project Totals

000	NON-CATEGORICAL	418.94
009	Transportation - Yolanda	5,000.00
015	Mileage Reimbursements	750.00
031	CLASSROOM ALLOWANCE	1,500.00
412	VOCATIONAL ASSISTANCE GRANT	-2,020.11
563	J O'MALLEY CURR YR	126.00

Unit Totals

050	DISTRICTWIDE	5,888.44
110	EARLY CHILDHOOD	1,500.00
705	HIGH SCHOOL	-1,613.61

Encumbrance Register

Options: Year: 2022-2023, Date Range: 10/7/2022 - 11/7/2022, PO Range: 284 - 9999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	284	10/11/2022	10028	Prosperity Bank	(561) Travel Expense-OIEC Conference	400.00
				(561) Travel Expense-Hotel and Meals to attend OIEC December 4-6, 2022Kristi Ferguson	561-2573-582-000-0000-000-050 10/11/2022	400.00
11	285	10/11/2022	344	CCOSA	(552) Trauma-Informed Training with Dr. Sorrels	250.00
				(552) This is a training with Dr. Barbara Sorrels through CCOSA. The purpose is to make attendees trauma-informed. Atchley	541-2573-860-000-0000-000-050 10/11/2022	250.00
11	286	10/11/2022	137	THOMPSON SCHOOL BK. DEP.	Apprentice Leveled Readers	862.34
				Reading Wonderworks Apprentice Leveled ReadersSet of 30 Grade 2	511-1000-644-429-1050-000-105 10/11/2022	426.90
				Reading Wonderworks Apprentice Leveled ReadersSet of 30Grade 3	511-1000-644-429-1050-000-105 10/11/2022	426.90
				Shipping & Handling1%	511-1000-644-429-1050-000-105 10/11/2022	8.54
11	288	10/12/2022	47944	Amazon	LOCKED OUTDOOR SLIP DROP BOX	130.00
				LOCKED OUTDOOR SLIP DROP BOX	009-2740-612-000-0000-000-050 10/12/2022	130.00
11	289	10/18/2022	10028	Prosperity Bank	(561) Registration for Conference 12/4/22	283.55
				(561) Registration for Kristi Ferguson to attend OCIE Conference in Durant OK, December 4-6, 2022	561-2573-860-000-0000-000-050 10/18/2022	283.55
11	290	10/18/2022	8324	VIZAVANCE	PK-1st Vision Screening Fee	100.00
				Screening Fee	000-2180-336-000-0000-000-110 10/18/2022	100.00
11	291	10/18/2022	10028	Prosperity Bank	(541) OKSTE M.Bingham Travel Expenses	500.00
				(541) Travel Expenses-Mileage, hotel, meals, tolls, for Marshall Bingham to attend OKSTE in Tulsa November 2-3, 2022.	541-2573-580-000-0000-000-705 10/18/2022	500.00
11	292	10/18/2022	47944	Amazon	CALENDAR FOR WALL	45.00
				WALL CALENDAR FOR BUS BARN	009-2740-619-000-0000-000-050 10/18/2022	45.00
11	293	10/18/2022	2858	Capital One/Walmart	Classroom Allowance	110.00
				Classroom allowance	031-1000-619-100-0000-000-505 10/18/2022	110.00
11	294	10/18/2022	2858	Capital One/Walmart	Classroom Allowance	110.00
				Classroom Allowance	031-1000-619-100-0000-000-505 10/18/2022	110.00
11	295	10/19/2022	47944	Amazon	Classroom allowance	110.00
				classroom allowance - speakers for computer & little spot of emotions book set for SEL	031-1000-619-100-0000-000-105 10/19/2022	110.00
11	296	10/19/2022	10028	Prosperity Bank	(541) Character.Org Books	232.20
				(541) 11 Principals Framework for School BooksShipping included	541-2213-000-000-0000-000-105 10/19/2022	77.40
					541-2213-000-000-0000-000-505 10/19/2022	77.40
					541-2213-000-000-0000-000-705 10/19/2022	77.40
11	297	10/19/2022	48109	Ace of Newcastle LLC	Transportation Supplies for 2022-23	1,000.00
				Transportation Supplies for 2022-23	009-2740-612-000-0000-000-050 10/19/2022	1,000.00
11	298	10/19/2022	8324	VIZAVANCE	2nd-5th Vision Screening Fee	100.00
				Screening Fee	000-2180-336-000-0000-000-105 10/19/2022	100.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 10/7/2022 - 11/7/2022, PO Range: 284 - 9999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	299	10/20/2022	51564	Brotherhood Garage LLC	Nissan Quest Alternator and rear brakes	2,800.00
	Nissan Quest Alternator and		009-2740-439-000-0000-000-050		10/20/2022	2,800.00
11	300	10/24/2022	82583	KAISHA MATHIS	(541) Reimbursement for Travel expenses for OKSTE	108.00
	(541) OKSTE Travel Expenses- ReimbursementNovember 2-3, 2022		541-2573-580-000-0000-000-705		10/24/2022	108.00
11	301	10/24/2022	8317	PROSPERITY BANK (WEBSTAURANT STORE)	Various small wares for all kitchens	2,600.00
	Small wares- Thermometers, serving items, food storage containers, knives, mop handles		015-3140-617-700-0000-000-705		10/24/2022	2,600.00
11	302	10/24/2022	4966	OASCD	(541) OASCD Fall 2022 Conference Nov 3rd	625.00
	(541) OASCD Fall 2022 Conference RegistrationTammy Bolles & Adrienne Rainey		541-2213-860-000-0000-000-705		10/24/2022	250.00
	(541) OASCD Fall 2022 Conference Jessica Howsley		541-2213-860-000-0000-000-505		10/24/2022	125.00
	(541) OASCD Fall 2022 Conference RegistrationJessica Tilley		541-2213-860-000-0000-000-105		10/24/2022	125.00
	(541) OASCD Fall 2022 Conference RegistrationTaylor McKay		541-2213-860-000-0000-000-110		10/24/2022	125.00
11	303	10/24/2022	51618	Technology Student Association	Affiliation Dues	120.00
	National & state affiliation dues		000-2199-810-000-0000-000-705		10/24/2022	120.00
11	304	10/24/2022	47944	Amazon	Organizers for Transportation Dept	300.00
	Organizers for Transportation Dept.		009-2740-612-000-0000-000-050		10/24/2022	300.00
11	305	10/24/2022	47944	Amazon	Part for Lift Repair	157.64
	Invacare Hydraulic Pump for Patient Lifts,		000-2640-658-239-0000-000-105		10/24/2022	157.64
11	306	10/24/2022	82583	KAISHA MATHIS	Flight and Hotel Expenses	825.00
	Flight to Austin - Approx. \$250.00Stay in conference hotel - JW Marriott with group rate\$575 for 2 nights		035-2213-810-000-0000-000-705		10/24/2022	825.00
11	307	10/24/2022	8317	PROSPERITY BANK (WEBSTAURANT STORE)	Milk Refrigerator box for Elementary site	4,539.00
	Continental Refrigerator MC5-SCW 58" 1 Sided Cold Wall Milk Cooler		015-3140-651-700-0000-000-705		10/24/2022	4,139.00
	Freight and shipping costs		015-3140-651-700-0000-000-705		10/24/2022	400.00
11	308	10/24/2022	51547	Imagine Learning LLC	Elementary Workbooks for new students	200.00
	Elementary Workbooks for 2 new students enrolled at 9 weeks		035-1000-645-100-1050-000-105		10/24/2022	200.00
11	309	10/25/2022	82583	KAISHA MATHIS	(541)Travel expenses for OKSTE	258.00
	(541) Reimbursement for OKSTE Travel Expenses November 2-3, 2022		541-2213-580-000-0000-000-705		10/25/2022	108.00
	(541) Increase PO 309 for Mileage and Parking Fees		541-2573-580-000-0000-000-705		10/31/2022	150.00
11	310	10/25/2022	82407	TAYLOR D WESTMORELAND	(541) Reimbursement for Travel Expenses for OKSTE	108.00
	(541) Reimbursement for Travel Expenses for OKSTE November 2-3, 2022		541-2213-580-000-0000-000-105		10/25/2022	108.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 10/7/2022 - 11/7/2022, PO Range: 284 - 9999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	311	10/25/2022	1748	OKLAHOMA FUTURE FARMERS OF AMERICA	Affiliated Fees	1,008.00
			412-2199-810-311-0000-000-705		10/25/2022	1,008.00
11	312	10/25/2022	1655	BAKER AUTOMOTIVE	HVAC DOOR HANDLE	500.00
			009-2740-439-000-0000-000-050		10/25/2022	500.00
11	313	10/25/2022	82807	RYAN MCLAUGHLIN	(541) Travel Reimbursement Expenses OKSTE	108.00
			541-2573-580-000-0000-000-105		10/25/2022	108.00
				(541)OKSTE Conference Travel Reimbursement Expenses for Ryan McLaughlin on 11/2 & 11/3.		
11	314	10/26/2022	2766	CDW LLC	VI laptop	349.79
			000-1000-681-239-0000-000-105		10/26/2022	30.50
			000-1000-681-239-0000-000-105		11/02/2022	319.29
11	315	10/27/2022	47944	Amazon	Classroom Allowance	109.06
			031-1000-619-100-0000-000-705		10/27/2022	109.06
11	316	10/27/2022	47944	Amazon	Classroom Allowance	110.00
			031-1000-619-100-0000-000-505		10/27/2022	110.00
11	317	10/27/2022	82583	KAISHA MATHIS	(541)AASA Travel Reimbursement - San Antonio, TX	1,202.19
			541-2573-580-000-0000-000-705		10/27/2022	1,202.19
				(541) AASA Travel Reimbursement- Kaisha MathisFeb 15-18, 2022		
11	318	10/31/2022	82833	MARSHALL BINGHAM	(541) Travel Reimbursement OKSTE Tulsa	200.00
			541-2573-580-000-0000-000-050		10/31/2022	200.00
				(541) Travel Reimbursement for OKSTE, Tulsa November 2-3, 2022		
11	319	10/31/2022	50953	Allied 100 LLC	AED pads	150.00
			000-2132-616-000-0000-000-050		10/31/2022	150.00
				AED pads x 2, East and West building units		
11	320	10/31/2022	10028	Prosperity Bank	(561) Native American Resource books	390.00
			561-2199-641-000-0000-000-505		11/01/2022	30.00
			561-2199-641-000-0000-000-705		11/01/2022	60.00
			563-2199-641-000-0000-000-105		10/31/2022	120.00
			563-2199-641-000-0000-000-110		10/31/2022	90.00
			563-2199-641-000-0000-000-505		10/31/2022	60.00
			563-2199-641-000-0000-000-705		10/31/2022	30.00
11	321	10/31/2022	51571	Marshall Auto Supply LLC	Bus parts	5,000.00
			009-2740-612-000-0000-000-050		10/31/2022	5,000.00
				Bus parts and supplies 2022-23		
11	322	10/31/2022	47944	Amazon	Laminating Pouches for PreK Renaissance QR Codes	30.00
			000-2199-619-000-0000-000-110		10/31/2022	30.00
				Laminating Pouches for PreK Renaissance QR Codes		
11	323	11/01/2022	47944	Amazon	(511) Supplemental supplies and materials	171.96
			511-1000-619-429-0000-000-110		11/01/2022	171.96
				(511) supplemental supplies and materials		
11	324	11/01/2022	2834	PEARSON EDUCATION INC.	Beery Visual-Motor Integration Test Manual	97.30
			000-2140-614-239-0000-000-110		11/01/2022	97.30
				Beery VMI Developmental Test of Visual-Motor Integration Administration, Scoring, and Teaching Manual 6th Edition		

Encumbrance Register

Options: Year: 2022-2023, Date Range: 10/7/2022 - 11/7/2022, PO Range: 284 - 9999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	325	11/01/2022	2613	BSN Sports LLC	Girls Wrestling Singlets	1,784.00
				Girls Wrestling Singlets	019-1000-681-100-3300-000-705	11/01/2022 1,784.00
11	326	11/03/2022	51630	National Center for Youth Issues	(541) OSCA Conference Registration	1,195.00
				OSCA Annual Conference	541-2213-860-000-0000-000-105	11/03/2022 165.00
					541-2213-860-000-0000-000-110	11/03/2022 165.00
					541-2213-860-000-0000-000-505	11/03/2022 165.00
					541-2213-860-000-0000-000-705	11/03/2022 495.00
					541-2213-860-000-0000-000-705	11/03/2022 205.00
11	327	11/03/2022	401	MOORE-NORMAN VO-TECH	Reimbursement for Work Key Assessments	1,000.00
				Reimbursement for Work Key Assessments	000-2213-359-000-0000-000-705	11/03/2022 1,000.00
11	328	11/04/2022	47944	Amazon	(561) Native American Story Books	354.03
				(561) Native American Story Books	561-2199-641-000-0000-000-110	11/04/2022 177.01
					561-2199-641-000-0000-000-110	11/04/2022 177.02
11	329	11/07/2022	51633	Vesta Housing Solutions LLC	(2) Modular Classrooms for Middle School	270,185.00
				(2) 24x64 Modular Classrooms for Middle School	795-4600-450-000-0000-000-505	11/07/2022 270,185.00

Non-Payroll Total:	\$300,818.06
Payroll Total:	\$0.00
Balance Forward:	\$969.79
Report Total:	\$301,787.85

Encumbrance Register

Options: Year: 2022-2023, Date Range: 10/7/2022 - 11/4/2022, PO Range: 104 - 9999, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	104	10/18/2022	5113	UNITED RENTAL NORTHWEST, INC	Portable AC Unit for ECC Gym	18,254.28
				1 - 25 ton AC unit with delivery and setup.	010-2620-442-000-0000-000-110 10/18/2022	18,254.28
21	105	10/19/2022	8966	Carrier Enterprise LLC	MS RTU 2, Condenser Fan Motors	650.00
				460V condenser fan motor (HC39GE464A) to replace on MS, RTU 2	010-2620-433-000-0000-000-505 10/19/2022	311.69
				460V condenser fan motor for parts stock	010-2620-433-000-0000-000-505 10/19/2022	311.69
				Shipping & surcharges	010-2620-433-000-0000-000-505 10/19/2022	26.62
21	106	10/24/2022	47918	Tri City Glass and Door LLC	Repair broken glass.	625.75
				Glass replacement and install.	011-2620-438-000-0000-000-105 10/24/2022	625.75
21	107	10/24/2022	33390	ECKROAT SEED CO.	Ryegrass Seed and Fertilizer	1,707.00
				Ryegrass Seed and Fertilizer for Ball Fields	000-2620-734-000-0000-000-705 10/24/2022	1,707.00
21	108	10/25/2022	8788	Yarbrough & Sons	Upper Elem., Rm 105, RTU Furnace Repairs	3,871.00
				Service & parts to replace bad heat exchanger on RTU for Upper Elementary, Rm 105	010-2640-433-000-0000-000-105 10/25/2022	3,871.00
21	109	10/25/2022	10028	Prosperity Bank	Ladder Hoist	3,211.99
				1 Hoist	011-2620-618-000-0000-000-050 10/25/2022	3,200.00
				Price went up \$11.99	011-2620-618-000-0000-000-050 11/01/2022	11.99
21	110	10/25/2022	943	HINTON REFRIDGERATION CO.	District HVAC Service Work	3,000.00
				District HVAC service work	010-2620-435-000-0000-000-050 10/25/2022	3,000.00
21	111	10/25/2022	8788	Yarbrough & Sons	District HVAC Service Work	3,000.00
				District HVAC service work	010-2620-435-000-0000-000-050 10/25/2022	3,000.00
21	112	11/01/2022	2858	Capital One/Walmart	Mulch for Elementary playground	400.00
				Mulch	011-2630-710-000-0000-000-105 11/01/2022	400.00
21	113	11/03/2022	8966	Carrier Enterprise LLC	MS RTU Heat Exchangers	3,000.00
				Heat exchangers (#48TJ660001) for Middle School RTU furnace repairs	010-2620-435-000-0000-000-505 11/03/2022	3,000.00
21	114	11/03/2022	5762	A & C Fire Extinguisher Inc.	Extinguishers w/wall mount boxes	550.00
				4 5lb Fire Extinguishers with boxes Installed.	012-2670-438-000-0000-000-505 11/03/2022	550.00
21	115	11/03/2022	8267	COMFORTWORKS, INC.	ECC,Main Office-Water Source Heat Pump Repairs	1,500.00
				Service & parts to replace TXV, filter drier, & re-charge with R-410a on Early Childhood Center, Main Office water source heat pump	010-2620-433-000-0000-000-110 11/03/2022	1,500.00
21	116	11/04/2022	713	VIRCO MFG. CORP.	Furniture for Elementary	12,542.50
				Additional Furniture for ElementaryTeacher Desk (5)Chairs (170)	000-2620-651-000-0000-000-105 11/04/2022	12,542.50

Non-Payroll Total:	\$52,312.52
Payroll Total:	\$0.00
Balance Forward:	\$18,254.28
Report Total:	\$70,566.80

Newcastle Public Schools
Change Order Listing

Options: Fund: Building Fund, Year: 2022-2023, ReferenceDate: PO Date, Date Range: 10/7/2022 - 11/4/2022, PO Range: 1 - 103, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
79	08/09/2022	51358	Tractor Bobs LLC	Bad Boy Repair Parts	139.51
	Need \$139.51	011-2640-439-000-0000-000-705		11/01/2022	139.51
	Repair the bent frame, drive shaft parts.	011-2640-439-000-0000-000-705		09/15/2022	10/19/2022 -215.57
		011-2640-439-000-0000-000-705		10/19/2022	215.57
Non-Payroll Total:					\$139.51
Payroll Total:					\$0.00
Report Total:					\$139.51

Project Totals

011	Maintenance - General	139.51
-----	-----------------------	--------

Unit Totals

705	HIGH SCHOOL	139.51
-----	-------------	--------

Encumbrance Register

Options: Year: 2022-2023, Date Range: 10/7/2022 - 11/7/2022, PO Range: 103 - 9999, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	103	10/07/2022	603	Treat's Janitorial Supply	Replacement Batteries	3,604.50
				6 12V Gel Batteries	10/07/2022	3,604.50
			014-2640-618-000-0000-000-110			
21	104	10/18/2022	5113	UNITED RENTAL NORTHWEST, INC	Portable AC Unit for ECC Gym	18,254.28
				1 - 25 ton AC unit with delivery and setup.	10/18/2022	18,254.28
			010-2620-442-000-0000-000-110			
21	105	10/19/2022	8966	Carrier Enterprise LLC	MS RTU 2, Condenser Fan Motors	650.00
				460V condenser fan motor (HC39GE464A) to replace on MS, RTU 2	10/19/2022	311.69
			010-2620-433-000-0000-000-505			
				460V condenser fan motor for parts stock	10/19/2022	311.69
			010-2620-433-000-0000-000-505			
				Shipping & surcharges	10/19/2022	26.62
			010-2620-433-000-0000-000-505			
21	106	10/24/2022	47918	Tri City Glass and Door LLC	Repair broken glass.	625.75
				Glass replacement and install.	10/24/2022	625.75
			011-2620-438-000-0000-000-105			
21	107	10/24/2022	33390	ECKROAT SEED CO.	Ryegrass Seed and Fertilizer	1,707.00
				Ryegrass Seed and Fertilizer for Ball Fields	10/24/2022	1,707.00
			000-2620-734-000-0000-000-705			
21	108	10/25/2022	8788	Yarbrough & Sons	Upper Elem., Rm 105, RTU Furnace Repairs	3,871.00
				Service & parts to replace bad heat exchanger on RTU for Upper Elementary, Rm 105	10/25/2022	3,871.00
			010-2640-433-000-0000-000-105			
21	109	10/25/2022	10028	Prosperity Bank	Ladder Hoist	3,211.99
				1 Hoist	10/25/2022	3,200.00
			011-2620-618-000-0000-000-050			
				Price went up \$11.99	11/01/2022	11.99
			011-2620-618-000-0000-000-050			
21	110	10/25/2022	943	HINTON REFRIDGERATION CO.	District HVAC Service Work	3,000.00
				District HVAC service work	10/25/2022	3,000.00
			010-2620-435-000-0000-000-050			
21	111	10/25/2022	8788	Yarbrough & Sons	District HVAC Service Work	3,000.00
				District HVAC service work	10/25/2022	3,000.00
			010-2620-435-000-0000-000-050			
21	112	11/01/2022	2858	Capital One/Walmart	Mulch for Elementary playground	400.00
				Mulch	11/01/2022	400.00
			011-2630-710-000-0000-000-105			
21	113	11/03/2022	8966	Carrier Enterprise LLC	MS RTU Heat Exchangers	3,000.00
				Heat exchangers (#48TJ660001) for Middle School RTU furnace repairs	11/03/2022	3,000.00
			010-2620-435-000-0000-000-505			
21	114	11/03/2022	5762	A & C Fire Extinguisher Inc.	Extinguishers w/wall mount boxes	550.00
				4 5lb Fire Extinguishers with boxes Installed.	11/03/2022	550.00
			012-2670-438-000-0000-000-505			
21	115	11/03/2022	8267	COMFORTWORKS, INC.	ECC,Main Office-Water Source Heat Pump Repairs	1,500.00
				Service & parts to replace TXV, filter drier, & re-charge with R-410a on Early Childhood Center, Main Office water source heat pump	11/03/2022	1,500.00
			010-2620-433-000-0000-000-110			
21	116	11/04/2022	713	VIRCO MFG. CORP.	Furniture for Elementary	12,542.50
				Additional Furniture for ElementaryTeacher Desk (5)Chairs (170)	11/04/2022	12,542.50
			000-2620-651-000-0000-000-105			
21	117	11/07/2022	2969	O'Reilly's Automotive Stores, Inc.	Fleet Maintenance	500.00
				Parts for Maint. fleet	11/07/2022	500.00
			011-2650-612-000-0000-000-050			

Newcastle Public Schools
Encumbrance Register

Options: Year: 2022-2023, Date Range: 10/7/2022 - 11/7/2022, PO Range: 103 - 9999, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	118	11/07/2022	99999	NEWCASTLE PUBLIC SCHOOLS	Reimburse Fund 60 flood damaged items	1,192.89
		Reimburse Fund 60 for BSN Invoice 917657564 to replace items destroyed in MS Flood. Original PO should have come out of Fund 21, not Fund 60.	000-2199-683-824-0000-000-705		11/07/2022	1,192.89

Non-Payroll Total:	\$57,609.91
Payroll Total:	\$0.00
Balance Forward:	\$21,858.78
Report Total:	\$79,468.69

Encumbrance Register

Options: Year: 2022-2023, Date Range: 10/7/2022 - 11/4/2022, PO Range: 46 - 9999, Fund Codes: 39

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
39	46	10/31/2022	47920	BLX GROUP LLC	Final Arbitrage Rebate Report	2,000.00
				Final Arbitrage Rebate Report	000-4620-337-000-0000-000-050	10/31/2022 2,000.00
39	47	11/01/2022	8597	INFINITE CAMPUS, INC.	Bus Data Integration	162.50
				Bus Data Integration Services	000-2230-653-000-0000-000-105	11/01/2022 40.63
					000-2230-653-000-0000-000-110	11/01/2022 40.62
					000-2230-653-000-0000-000-505	11/01/2022 40.62
					000-2230-653-000-0000-000-705	11/01/2022 40.63
Non-Payroll Total:						\$2,162.50
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$2,162.50

Change Order Listing

Options: Fund: Technology Bond Fund 39, Year: 2022-2023, ReferenceDate: PO Date, Date Range: 10/7/2022 - 11/4/2022, PO Range: 1 - 45, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
17	07/01/2022	8656	TURNITIN LLC	Writing analysis website	626.30
Increase PO #17 for Additional License		000-1000-653-100-4000-000-705		11/01/2022	626.30

Non-Payroll Total:	\$626.30
Payroll Total:	\$0.00
Report Total:	\$626.30

Project Totals

000	NON-CATEGORICAL	626.30
-----	-----------------	--------

Unit Totals

705	HIGH SCHOOL	626.30
-----	-------------	--------

Newcastle Public Schools
Encumbrance Register

Options: Year: 2022-2023, Date Range: 10/7/2022 - 11/4/2022, PO Range: 1 - 9999, Fund Codes: 32

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
32	1	11/03/2022	9179	BOK Financial Securities, Inc.	Bond Management Fee, S&P Rating Fee	20,000.00
		Bond Management Fee, S&P Rating Fee	000-2314-310-000-0000-000-050		11/03/2022	20,000.00
32	2	11/04/2022	5169	OKLAHOMA ATTORNEY GENERAL	General Obligation Purpose Bond 2022	243.00
		Attorney General Bond Transcript Examination FeesObligation Combined Purpose Bonds,	000-2317-357-000-0000-000-050		11/04/2022	243.00

Non-Payroll Total:	\$20,243.00
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$20,243.00

Newcastle Public Schools
Encumbrance Register

Options: Year: 2022-2023, Date Range: 10/7/2022 - 11/4/2022, PO Range: 1 - 9999, Fund Codes: 33

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
33	1	11/04/2022	51629	American Bus Sales LLC	(1) 71Passenger Blue Bird Route Bus	84,705.00
(1) 71 Passenger Blue Bird Route Bus- 000-2720-760-000-0000-000-050 Unit #3701Extended (3) Year True North Warranty IncludedAC with two year warranty					11/04/2022	84,705.00
Non-Payroll Total:						\$84,705.00
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$84,705.00

Newcastle Public Schools
Payroll Summary
November 8th, 2022

Monthly Payroll (10/27/2022)	\$1,387,348.35
Extra Duty Payroll (11/10/2022)	\$37,587.90
New Hire Stipend (11/10/2022)	\$6,459.00
OSDE Paid Student Teaching Stipend (11/11/2022)	\$3,498.62



☐ Original
☒ Amended

Account Name: Choir Account #: 944 Site #: 705 (HS)

Description

Fall Concert Bake Sale

Talent Show

Brochure Fundraiser (Cheesecake)

Month Planned

October

November-December

February/March

Donations are automatically approved. List other methods of generating revenue:

Other fundraiser brochures
Restaurant Promotions
Ticket performances
SnapRaise! Fundraiser *

(How the revenue will be spent) (Indicate Amended items with a "**")

Student contest fees
Meals/food; other activity/travel expenses (contest, honor group)
Robes and attire (including t-shirts)
Music and educational resources
Instruments, sound equipment, and upkeep (piano tuning)
Awards and scholarships

Sarah Stancil

Sponsor Name

Sponsor Signature

Supervisor Signature if Applicable
(Principal or Athletic Director)

10/24/22

Date Submitted

2022-2023

School Year

Activity Fund Custodian Signature

Chief Financial Officer Signature

Date Approved by Board of Education

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☐ Original
☒ Amended

Account Name: Athletic-General Account #: 801 Site #: District

Scheduled Fundraising Events:

Description

Month Planned

Physical Night

Spring

General Revenue: (Indicate Amended Items with an "**")

Donations are automatically approved. List other methods of generating revenue:

Sponsorships, advertising, apparel sales, discount cards sales,
vending, concessions,**Facility Fees

Expenditures: (How the revenue will be spent) (Indicate Amended items with a "**")

Banners/signs, All-state jackets, hospitality, athletic supplies, meals, awards, gifts

Todd Goolsby

Sponsor Name

Sponsor Signature

Supervisor Signature if Applicable
(Principal or Athletic Director)

11/7/2022

Date Submitted

Activity Fund Custodian Signature

Chief Financial Officer Signature

Date Approved by Board of Education

Revenue Analysis

Options: Type of Revenue: Estimated, As Of Date: 9/30/2022

	Estimated Revenue	Revenue Collected	Revenue Receivable	Unappropriated Receipts	% Rev Collected	Current Month
Fund - 11 General Fund						
Series - 1000						
Source - 1110 Ad Valorem (Current)	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00
Source - 1120 Ad Valorem (Prior Years)	\$0.00	\$47,212.94	\$0.00	\$47,212.94	N/A	\$8,611.58
Source - 1130 Revenue in Lieu of Taxes	\$0.00	\$360.11	\$0.00	\$360.11	N/A	\$360.11
Source - 1300 Earnings on Investments	\$0.00	\$44,438.58	\$0.00	\$44,438.58	N/A	\$14,430.69
Source - 1410 Rental - School Facilities	\$0.00	\$200.00	\$0.00	\$200.00	N/A	\$200.00
Source - 1500 Reimbursements	\$0.00	\$10,534.54	\$0.00	\$10,534.54	N/A	\$390.00
Source - 1600 Misc Local Revenue	\$0.00	\$3,564.63	\$0.00	\$3,564.63	N/A	\$1,056.29
Series - 1000 Total	\$0.00	\$106,310.80	\$0.00	\$106,310.80	N/A	\$25,048.67
Series - 2000						
Source - 2100 County 4 Mil	\$0.00	\$7,250.95	\$0.00	\$7,250.95	N/A	\$2,378.80
Source - 2200 County Mortgage	\$0.00	\$50,133.86	\$0.00	\$50,133.86	N/A	\$14,568.23
Series - 2000 Total	\$0.00	\$57,384.81	\$0.00	\$57,384.81	N/A	\$16,947.03
Series - 3000						
Source - 3110 Gross Production	\$0.00	\$425,846.60	\$0.00	\$425,846.60	N/A	\$154,129.63
Source - 3120 Motor Vehicle	\$0.00	\$223,696.07	\$0.00	\$223,696.07	N/A	\$104,713.68
Source - 3130 Rural Electric	\$0.00	\$71,725.66	\$0.00	\$71,725.66	N/A	\$30,226.65
Source - 3140 School Land	\$0.00	\$79,844.71	\$0.00	\$79,844.71	N/A	\$27,550.97
Source - 3150 Vehicle Tax	\$0.00	\$964.01	\$0.00	\$964.01	N/A	\$563.33
Source - 3210 State Aid	\$0.00	\$1,121,350.20	\$0.00	\$1,121,350.20	N/A	\$560,675.10
Source - 3250 Flex Benefit Allowance	\$0.00	\$302,887.09	\$0.00	\$302,887.09	N/A	\$151,443.54
Source - 3420 State Textbook	\$0.00	\$29,600.78	\$0.00	\$29,600.78	N/A	\$14,800.39
Source - 3811 Career Tech Salary	\$0.00	\$1,830.00	\$0.00	\$1,830.00	N/A	\$1,830.00
Source - 3812 Career Tech Program	\$0.00	\$11,207.00	\$0.00	\$11,207.00	N/A	\$11,207.00
Series - 3000 Total	\$0.00	\$2,268,952.12	\$0.00	\$2,268,952.12	N/A	\$1,057,140.29
Series - 4000						
Source - 4140 Title V - Indian Ed	\$0.00	\$10,528.72	\$0.00	\$10,528.72	N/A	\$0.00
Source - 4210 Title I - Part A	\$0.00	\$46,113.62	\$0.00	\$46,113.62	N/A	\$0.00
Source - 4271 Title II - Part A	\$0.00	\$2,829.94	\$0.00	\$2,829.94	N/A	\$0.00
Source - 4310 IDEA - Part B	\$0.00	\$21,054.18	\$0.00	\$21,054.18	N/A	\$0.00
Flowthrough						
Source - 4550 Johnson O'Malley	\$0.00	\$9,609.07	\$0.00	\$9,609.07	N/A	\$0.00
Source - 4689 OTHER FEDERAL GRANTS	\$0.00	\$772,335.49	\$0.00	\$772,335.49	N/A	\$0.00
Source - 4705 CNP Emergency	\$0.00	\$50,244.32	\$0.00	\$50,244.32	N/A	\$50,244.32
Operational Costs						
Source - 4706 P-EBT Program	\$0.00	\$628.00	\$0.00	\$628.00	N/A	\$628.00
Source - 4710 CNP Federal Lunch	\$0.00	\$39,154.95	\$0.00	\$39,154.95	N/A	\$39,154.95
Source - 4720 CNP Federal Breakfast	\$0.00	\$10,467.68	\$0.00	\$10,467.68	N/A	\$10,467.68
Source - 4821 Carl Perkins Grant	\$0.00	\$1,864.44	\$0.00	\$1,864.44	N/A	\$0.00
Series - 4000 Total	\$0.00	\$964,830.41	\$0.00	\$964,830.41	N/A	\$100,494.95
Series - 5000						
Source - 5160 Activity Fund Collections	\$0.00	\$184.50	\$0.00	\$184.50	N/A	\$184.50
Source - 5600 Correcting Entries	\$0.00	\$28,317.61	\$0.00	\$28,317.61	N/A	\$199.58
Series - 5000 Total	\$0.00	\$28,502.11	\$0.00	\$28,502.11	N/A	\$384.08
Series - 6000						
Source - 6110 Fund Balance	\$0.00	\$2,087,609.29	\$0.00	\$2,087,609.29	N/A	\$0.00
Series - 6000 Total	\$0.00	\$2,087,609.29	\$0.00	\$2,087,609.29	N/A	\$0.00
Fund - 11 General Fund Total	\$0.00	\$5,513,589.54	\$0.00	\$5,513,589.54	N/A	\$1,200,015.02
Report Total	\$0.00	\$5,513,589.54	\$0.00	\$5,513,589.54	N/A	\$1,200,015.02

Newcastle Public Schools Revenue/Expenditure Summary

Activity Fund Athletics

Options: Fund: 60, Date Range: 9/1/2022 - 9/30/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
Project - 801 ATHLETICS-GENERAL							
Program - 801 ATHLETIC-GENERAL							
705 HIGH SCHOOL	\$38,178.44	\$137.15	\$0.00	\$7,800.00	\$30,515.59	\$2,660.00	\$27,855.59
Total Program - 801 ATHLETIC-GENERAL	\$38,178.44	\$137.15	\$0.00	\$7,800.00	\$30,515.59	\$2,660.00	\$27,855.59
Program - 813 CHEER							
705 HIGH SCHOOL	(\$2,500.00)	\$0.00	\$0.00	\$0.00	(\$2,500.00)	\$0.00	(\$2,500.00)
Total Program - 813 CHEER	(\$2,500.00)	\$0.00	\$0.00	\$0.00	(\$2,500.00)	\$0.00	(\$2,500.00)
Program - 815 FAST PITCH							
705 HIGH SCHOOL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	(\$300.00)
Total Program - 815 FAST PITCH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	(\$300.00)
Program - 816 FOOTBALL							
705 HIGH SCHOOL	(\$3,299.00)	\$0.00	\$0.00	\$0.00	(\$3,299.00)	\$1.00	(\$3,300.00)
Total Program - 816 FOOTBALL	(\$3,299.00)	\$0.00	\$0.00	\$0.00	(\$3,299.00)	\$1.00	(\$3,300.00)
Program - 824 VOLLEYBALL							
505 MIDDLE SCHOOL	\$0.00	\$450.00	\$0.00	\$0.00	\$450.00	\$0.00	\$450.00
705 HIGH SCHOOL	(\$800.00)	\$0.00	\$0.00	\$0.00	(\$800.00)	\$0.00	(\$800.00)
Total Program - 824 VOLLEYBALL	(\$800.00)	\$450.00	\$0.00	\$0.00	(\$350.00)	\$0.00	(\$350.00)
Total Project - 801 ATHLETICS-GENERAL	\$31,579.44	\$587.15	\$0.00	\$7,800.00	\$24,366.59	\$2,961.00	\$21,405.59
Project - 802 ATHLETIC-GATE							
Program - 802 ATHLETIC-GATE							
705 HIGH SCHOOL	\$52,406.12	\$0.00	\$0.00	\$4,579.52	\$47,826.60	\$1,265.00	\$46,561.60
Total Program - 802 ATHLETIC-GATE	\$52,406.12	\$0.00	\$0.00	\$4,579.52	\$47,826.60	\$1,265.00	\$46,561.60
Program - 810 BASEBALL							
705 HIGH SCHOOL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75.00	(\$75.00)
Total Program - 810 BASEBALL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75.00	(\$75.00)
Program - 811 BASKETBALL-BOYS							
705 HIGH SCHOOL	\$0.00	\$0.00	\$0.00	\$184.50	(\$184.50)	\$4,815.50	(\$5,000.00)
Total Program - 811 BASKETBALL-BOYS	\$0.00	\$0.00	\$0.00	\$184.50	(\$184.50)	\$4,815.50	(\$5,000.00)
Program - 812 BASKETBALL-GIRLS							
705 HIGH SCHOOL	(\$199.00)	\$0.00	\$0.00	\$0.00	(\$199.00)	\$538.00	(\$737.00)
Total Program - 812 BASKETBALL-GIRLS	(\$199.00)	\$0.00	\$0.00	\$0.00	(\$199.00)	\$538.00	(\$737.00)
Program - 813 CHEER							
705 HIGH SCHOOL	\$0.00	\$0.00	\$0.00	\$456.00	(\$456.00)	\$0.00	(\$456.00)
Total Program - 813 CHEER	\$0.00	\$0.00	\$0.00	\$456.00	(\$456.00)	\$0.00	(\$456.00)
Program - 814 CROSS COUNTRY							
705 HIGH SCHOOL	(\$800.00)	\$0.00	\$0.00	\$1,350.00	(\$2,150.00)	\$150.00	(\$2,300.00)
Total Program - 814 CROSS COUNTRY	(\$800.00)	\$0.00	\$0.00	\$1,350.00	(\$2,150.00)	\$150.00	(\$2,300.00)
Program - 815 FAST PITCH							
505 MIDDLE SCHOOL	\$525.00	\$985.00	\$0.00	\$200.00	\$1,310.00	\$0.00	\$1,310.00
705 HIGH SCHOOL	(\$295.00)	\$550.00	\$0.00	\$1,955.00	(\$1,700.00)	\$2,095.00	(\$3,795.00)
Total Program - 815 FAST PITCH	\$230.00	\$1,535.00	\$0.00	\$2,155.00	(\$390.00)	\$2,095.00	(\$2,485.00)
Program - 816 FOOTBALL							
505 MIDDLE SCHOOL	\$0.00	\$4,451.00	\$0.00	\$1,600.00	\$2,851.00	\$0.00	\$2,851.00
705 HIGH SCHOOL	(\$5,199.75)	\$6,190.00	\$0.00	\$4,130.08	(\$3,139.83)	\$7,147.42	(\$10,287.25)
Total Program - 816 FOOTBALL	(\$5,199.75)	\$10,641.00	\$0.00	\$5,730.08	(\$288.83)	\$7,147.42	(\$7,436.25)
Program - 824 VOLLEYBALL							
505 MIDDLE SCHOOL	\$810.00	\$3,475.00	\$0.00	\$0.00	\$4,285.00	\$150.00	\$4,135.00
705 HIGH SCHOOL	(\$1,021.89)	\$2,717.00	\$0.00	\$2,734.00	(\$1,038.89)	\$2,099.11	(\$3,138.00)
Total Program - 824 VOLLEYBALL	(\$211.89)	\$6,192.00	\$0.00	\$2,734.00	\$3,246.11	\$2,249.11	\$997.00
Total Project - 802 ATHLETIC-GATE	\$46,225.48	\$18,368.00	\$0.00	\$17,189.10	\$47,404.38	\$18,335.03	\$29,069.35
Project - 810 BASEBALL							
Program - 810 BASEBALL							
705 HIGH SCHOOL	\$2,323.19	\$0.00	\$0.00	\$0.00	\$2,323.19	\$0.00	\$2,323.19
Total Program - 810 BASEBALL	\$2,323.19	\$0.00	\$0.00	\$0.00	\$2,323.19	\$0.00	\$2,323.19
Total Project - 810 BASEBALL	\$2,323.19	\$0.00	\$0.00	\$0.00	\$2,323.19	\$0.00	\$2,323.19
Project - 811 BASKETBALL-BOYS							
Program - 811 BASKETBALL-BOYS							

Newcastle Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 9/1/2022 - 9/30/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
Project - 811 BASKETBALL-BOYS							
Program - 811 BASKETBALL-BOYS							
705 HIGH SCHOOL	\$505.12	\$0.00	\$0.00	\$0.00	\$505.12	\$0.00	\$505.12
Total Program - 811 BASKETBALL-BOYS	\$505.12	\$0.00	\$0.00	\$0.00	\$505.12	\$0.00	\$505.12
Total Project - 811 BASKETBALL-BOYS	\$505.12	\$0.00	\$0.00	\$0.00	\$505.12	\$0.00	\$505.12
Project - 812 BASKETBALL-GIRLS							
Program - 000 NON-PROGRAM							
705 HIGH SCHOOL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,875.00	(\$2,875.00)
Total Program - 000 NON-PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,875.00	(\$2,875.00)
Program - 812 BASKETBALL-GIRLS							
705 HIGH SCHOOL	\$11,514.43	\$0.00	\$0.00	\$0.00	\$11,514.43	\$0.00	\$11,514.43
Total Program - 812 BASKETBALL-GIRLS	\$11,514.43	\$0.00	\$0.00	\$0.00	\$11,514.43	\$0.00	\$11,514.43
Total Project - 812 BASKETBALL-GIRLS	\$11,514.43	\$0.00	\$0.00	\$0.00	\$11,514.43	\$2,875.00	\$8,639.43
Project - 813 CHEER							
Program - 813 CHEER							
505 MIDDLE SCHOOL	\$10,165.40	\$1,750.00	\$0.00	\$0.00	\$11,915.40	\$6,243.05	\$5,672.35
705 HIGH SCHOOL	\$16,572.93	\$5,402.00	\$0.00	\$650.00	\$21,324.93	\$13,753.04	\$7,571.89
Total Program - 813 CHEER	\$26,738.33	\$7,152.00	\$0.00	\$650.00	\$33,240.33	\$19,996.09	\$13,244.24
Total Project - 813 CHEER	\$26,738.33	\$7,152.00	\$0.00	\$650.00	\$33,240.33	\$19,996.09	\$13,244.24
Project - 814 CROSS COUNTRY							
Program - 814 CROSS COUNTRY							
705 HIGH SCHOOL	\$3,037.20	\$3,065.00	\$0.00	\$19.90	\$6,082.30	\$4,169.75	\$1,912.55
Total Program - 814 CROSS COUNTRY	\$3,037.20	\$3,065.00	\$0.00	\$19.90	\$6,082.30	\$4,169.75	\$1,912.55
Total Project - 814 CROSS COUNTRY	\$3,037.20	\$3,065.00	\$0.00	\$19.90	\$6,082.30	\$4,169.75	\$1,912.55
Project - 815 FAST PITCH							
Program - 815 FAST PITCH							
705 HIGH SCHOOL	\$488.13	\$0.00	\$0.00	\$0.00	\$488.13	\$0.00	\$488.13
Total Program - 815 FAST PITCH	\$488.13	\$0.00	\$0.00	\$0.00	\$488.13	\$0.00	\$488.13
Total Project - 815 FAST PITCH	\$488.13	\$0.00	\$0.00	\$0.00	\$488.13	\$0.00	\$488.13
Project - 816 FOOTBALL							
Program - 816 FOOTBALL							
505 MIDDLE SCHOOL	\$300.32	\$0.00	\$0.00	\$0.00	\$300.32	\$0.00	\$300.32
705 HIGH SCHOOL	\$225.32	\$0.00	\$0.00	\$0.00	\$225.32	\$0.00	\$225.32
Total Program - 816 FOOTBALL	\$525.64	\$0.00	\$0.00	\$0.00	\$525.64	\$0.00	\$525.64
Total Project - 816 FOOTBALL	\$525.64	\$0.00	\$0.00	\$0.00	\$525.64	\$0.00	\$525.64
Project - 817 GOLF-BOYS							
Program - 817 GOLF-BOYS							
705 HIGH SCHOOL	\$118.71	\$0.00	\$0.00	\$0.00	\$118.71	\$0.00	\$118.71
Total Program - 817 GOLF-BOYS	\$118.71	\$0.00	\$0.00	\$0.00	\$118.71	\$0.00	\$118.71
Total Project - 817 GOLF-BOYS	\$118.71	\$0.00	\$0.00	\$0.00	\$118.71	\$0.00	\$118.71
Project - 818 GOLF-GIRLS							
Program - 818 GIRLS-GOLF							
705 HIGH SCHOOL	\$324.88	\$0.00	\$0.00	\$0.00	\$324.88	\$0.00	\$324.88
Total Program - 818 GIRLS-GOLF	\$324.88	\$0.00	\$0.00	\$0.00	\$324.88	\$0.00	\$324.88
Total Project - 818 GOLF-GIRLS	\$324.88	\$0.00	\$0.00	\$0.00	\$324.88	\$0.00	\$324.88
Project - 819 SLOW PITCH							
Program - 819 SLOW PITCH							
705 HIGH SCHOOL	\$143.43	\$0.00	\$0.00	\$0.00	\$143.43	\$0.00	\$143.43
Total Program - 819 SLOW PITCH	\$143.43	\$0.00	\$0.00	\$0.00	\$143.43	\$0.00	\$143.43
Total Project - 819 SLOW PITCH	\$143.43	\$0.00	\$0.00	\$0.00	\$143.43	\$0.00	\$143.43
Project - 820 SOCCER-BOYS							
Program - 820 SOCCER-BOYS							
505 MIDDLE SCHOOL	\$47.50	\$0.00	\$0.00	\$0.00	\$47.50	\$0.00	\$47.50
705 HIGH SCHOOL	\$1,448.06	\$0.00	\$0.00	\$0.00	\$1,448.06	\$0.00	\$1,448.06
Total Program - 820 SOCCER-BOYS	\$1,495.56	\$0.00	\$0.00	\$0.00	\$1,495.56	\$0.00	\$1,495.56
Total Project - 820 SOCCER-BOYS	\$1,495.56	\$0.00	\$0.00	\$0.00	\$1,495.56	\$0.00	\$1,495.56
Project - 821 SOCCER-GIRLS							

Newcastle Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 9/1/2022 - 9/30/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
Project - 821 SOCCER-GIRLS							
Program - 821 SOCCER-GIRLS							
505 MIDDLE SCHOOL	\$47.50	\$0.00	\$0.00	\$0.00	\$47.50	\$0.00	\$47.50
705 HIGH SCHOOL	\$2,300.96	\$0.00	\$0.00	\$0.00	\$2,300.96	\$0.00	\$2,300.96
Total Program - 821 SOCCER-GIRLS	\$2,348.46	\$0.00	\$0.00	\$0.00	\$2,348.46	\$0.00	\$2,348.46
Total Project - 821 SOCCER-GIRLS	\$2,348.46	\$0.00	\$0.00	\$0.00	\$2,348.46	\$0.00	\$2,348.46
Project - 823 TRACK							
Program - 823 TRACK							
505 MIDDLE SCHOOL	\$145.50	\$0.00	\$0.00	\$0.00	\$145.50	\$0.00	\$145.50
705 HIGH SCHOOL	\$4,749.98	\$0.00	\$0.00	\$0.00	\$4,749.98	\$0.00	\$4,749.98
Total Program - 823 TRACK	\$4,895.48	\$0.00	\$0.00	\$0.00	\$4,895.48	\$0.00	\$4,895.48
Total Project - 823 TRACK	\$4,895.48	\$0.00	\$0.00	\$0.00	\$4,895.48	\$0.00	\$4,895.48
Project - 824 VOLLEYBALL							
Program - 800 ATHLETIC PROGRAMS							
705 HIGH SCHOOL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$275.00	(\$275.00)
Total Program - 800 ATHLETIC PROGRAMS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$275.00	(\$275.00)
Program - 824 VOLLEYBALL							
505 MIDDLE SCHOOL	\$175.00	\$0.00	\$0.00	\$0.00	\$175.00	\$0.00	\$175.00
705 HIGH SCHOOL	\$3,810.90	\$0.00	\$0.00	\$0.00	\$3,810.90	\$0.00	\$3,810.90
Total Program - 824 VOLLEYBALL	\$3,985.90	\$0.00	\$0.00	\$0.00	\$3,985.90	\$0.00	\$3,985.90
Total Project - 824 VOLLEYBALL	\$3,985.90	\$0.00	\$0.00	\$0.00	\$3,985.90	\$275.00	\$3,710.90
Project - 825 WRESTLING							
Program - 825 WRESTLING							
505 MIDDLE SCHOOL	\$2,612.00	\$0.00	\$0.00	\$0.00	\$2,612.00	\$600.00	\$2,012.00
705 HIGH SCHOOL	\$843.23	\$0.00	\$0.00	\$0.00	\$843.23	\$400.00	\$443.23
Total Program - 825 WRESTLING	\$3,455.23	\$0.00	\$0.00	\$0.00	\$3,455.23	\$1,000.00	\$2,455.23
Total Project - 825 WRESTLING	\$3,455.23	\$0.00	\$0.00	\$0.00	\$3,455.23	\$1,000.00	\$2,455.23
Total	\$139,704.61	\$29,172.15	\$0.00	\$25,659.00	\$143,217.76	\$49,611.87	\$93,605.89

Newcastle Public Schools Revenue/Expenditure Summary

Activity Fund Non-Athletic

Options: Fund: 60, Date Range: 9/1/2022 - 9/30/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
Project - 100 CAFETERIA							
Program - 700 CHILD NUTRITION PROGRAM							
050 DISTRICTWIDE	\$42,200.93	\$43,013.17	\$0.00	\$0.00	\$85,214.10	\$0.00	\$85,214.10
105 ELEMENTARY SCHOOL	\$3,650.97	\$2,683.70	\$0.00	\$66.80	\$6,267.87	\$0.00	\$6,267.87
110 EARLY CHILDHOOD	\$2,246.30	\$892.20	\$0.00	\$0.00	\$3,138.50	\$0.00	\$3,138.50
505 MIDDLE SCHOOL	\$4,379.15	\$3,215.45	\$0.00	\$55.30	\$7,539.30	\$0.00	\$7,539.30
705 HIGH SCHOOL	\$1,513.55	\$2,289.81	\$0.00	\$0.00	\$3,803.36	\$0.00	\$3,803.36
Total Program - 700 CHILD NUTRITION PROGRAM	\$53,990.90	\$52,094.33	\$0.00	\$122.10	\$105,963.13	\$0.00	\$105,963.13
Total Project - 100 CAFETERIA	\$53,990.90	\$52,094.33	\$0.00	\$122.10	\$105,963.13	\$0.00	\$105,963.13
Project - 901 ACTIVITY FEES							
Program - 000 NON-PROGRAM							
050 DISTRICTWIDE	(\$25.00)	\$0.00	\$0.00	\$25.00	(\$50.00)	\$0.00	(\$50.00)
Total Program - 000 NON-PROGRAM	(\$25.00)	\$0.00	\$0.00	\$25.00	(\$50.00)	\$0.00	(\$50.00)
Program - 900 NON ATHLETIC PROG							
050 DISTRICTWIDE	\$50,479.27	\$2,836.30	\$0.00	\$0.00	\$53,315.57	\$0.00	\$53,315.57
Total Program - 900 NON ATHLETIC PROG	\$50,479.27	\$2,836.30	\$0.00	\$0.00	\$53,315.57	\$0.00	\$53,315.57
Total Project - 901 ACTIVITY FEES	\$50,454.27	\$2,836.30	\$0.00	\$25.00	\$53,265.57	\$0.00	\$53,265.57
Project - 902 ADMINISTRATION							
Program - 000 NON-PROGRAM							
050 DISTRICTWIDE	(\$3,632.68)	\$0.00	\$0.00	\$0.00	(\$3,632.68)	\$1,795.83	(\$5,428.51)
Total Program - 000 NON-PROGRAM	(\$3,632.68)	\$0.00	\$0.00	\$0.00	(\$3,632.68)	\$1,795.83	(\$5,428.51)
Program - 900 NON ATHLETIC PROG							
050 DISTRICTWIDE	\$252.84	\$4,998.71	\$0.00	\$174.15	\$5,077.40	\$7,204.84	(\$2,127.44)
Total Program - 900 NON ATHLETIC PROG	\$252.84	\$4,998.71	\$0.00	\$174.15	\$5,077.40	\$7,204.84	(\$2,127.44)
Program - 902 N/A							
050 DISTRICTWIDE	\$114,671.62	\$0.00	\$0.00	\$0.00	\$114,671.62	\$0.00	\$114,671.62
Total Program - 902 N/A	\$114,671.62	\$0.00	\$0.00	\$0.00	\$114,671.62	\$0.00	\$114,671.62
Total Project - 902 ADMINISTRATION	\$111,291.78	\$4,998.71	\$0.00	\$174.15	\$116,116.34	\$9,000.67	\$107,115.67
Project - 903 GFUND COLLECTIONS							
Program - 900 NON ATHLETIC PROG							
050 DISTRICTWIDE	\$530.00	\$100.00	\$0.00	\$0.00	\$630.00	\$0.00	\$630.00
Total Program - 900 NON ATHLETIC PROG	\$530.00	\$100.00	\$0.00	\$0.00	\$630.00	\$0.00	\$630.00
Program - 903 N/A							
050 DISTRICTWIDE	\$2,254.75	\$0.00	\$0.00	\$0.00	\$2,254.75	\$0.00	\$2,254.75
Total Program - 903 N/A	\$2,254.75	\$0.00	\$0.00	\$0.00	\$2,254.75	\$0.00	\$2,254.75
Total Project - 903 GFUND COLLECTIONS	\$2,784.75	\$100.00	\$0.00	\$0.00	\$2,884.75	\$0.00	\$2,884.75
Project - 904 DAMAGE DEPOSIT							
Program - 900 NON ATHLETIC PROG							
050 DISTRICTWIDE	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	\$0.00	\$800.00
Total Program - 900 NON ATHLETIC PROG	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	\$0.00	\$800.00
Total Project - 904 DAMAGE DEPOSIT	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	\$0.00	\$800.00
Project - 905 RACER KID ZONE							
Program - 900 NON ATHLETIC PROG							
110 EARLY CHILDHOOD	\$191,148.86	\$11,712.95	\$0.00	\$296.72	\$202,565.09	\$3,703.28	\$198,861.81
Total Program - 900 NON ATHLETIC PROG	\$191,148.86	\$11,712.95	\$0.00	\$296.72	\$202,565.09	\$3,703.28	\$198,861.81
Total Project - 905 RACER KID ZONE	\$191,148.86	\$11,712.95	\$0.00	\$296.72	\$202,565.09	\$3,703.28	\$198,861.81
Project - 910 ART							
Program - 900 NON ATHLETIC PROG							
505 MIDDLE SCHOOL	\$1,162.18	\$0.00	\$0.00	\$0.00	\$1,162.18	\$0.00	\$1,162.18
705 HIGH SCHOOL	\$1,880.33	\$0.00	\$0.00	\$272.01	\$1,608.32	\$77.99	\$1,530.33
Total Program - 900 NON ATHLETIC PROG	\$3,042.51	\$0.00	\$0.00	\$272.01	\$2,770.50	\$77.99	\$2,692.51
Total Project - 910 ART	\$3,042.51	\$0.00	\$0.00	\$272.01	\$2,770.50	\$77.99	\$2,692.51
Project - 911 BAND							
Program - 900 NON ATHLETIC PROG							
705 HIGH SCHOOL	\$63.70	\$0.00	\$0.00	\$0.00	\$63.70	\$0.00	\$63.70
Total Program - 900 NON ATHLETIC PROG	\$63.70	\$0.00	\$0.00	\$0.00	\$63.70	\$0.00	\$63.70
Total Project - 911 BAND	\$63.70	\$0.00	\$0.00	\$0.00	\$63.70	\$0.00	\$63.70

Newcastle Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 9/1/2022 - 9/30/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
Project - 913 CLUB-BPA							
Program - 900 NON ATHLETIC PROG							
705 HIGH SCHOOL	\$248.49	\$0.00	\$0.00	\$0.00	\$248.49	\$0.00	\$248.49
Total Program - 900 NON ATHLETIC PROG	\$248.49	\$0.00	\$0.00	\$0.00	\$248.49	\$0.00	\$248.49
Total Project - 913 CLUB-BPA	\$248.49	\$0.00	\$0.00	\$0.00	\$248.49	\$0.00	\$248.49
Project - 915 CLUB-FCCLA							
Program - 900 NON ATHLETIC PROG							
705 HIGH SCHOOL	\$3,181.87	\$618.92	\$0.00	\$0.00	\$3,800.79	\$381.92	\$3,418.87
Total Program - 900 NON ATHLETIC PROG	\$3,181.87	\$618.92	\$0.00	\$0.00	\$3,800.79	\$381.92	\$3,418.87
Total Project - 915 CLUB-FCCLA	\$3,181.87	\$618.92	\$0.00	\$0.00	\$3,800.79	\$381.92	\$3,418.87
Project - 916 CLUB-FFA							
Program - 100 REGULAR PROGRAMS							
705 HIGH SCHOOL	(\$3,381.44)	\$0.00	\$0.00	\$0.00	(\$3,381.44)	\$203.50	(\$3,584.94)
Total Program - 100 REGULAR PROGRAMS	(\$3,381.44)	\$0.00	\$0.00	\$0.00	(\$3,381.44)	\$203.50	(\$3,584.94)
Program - 900 NON ATHLETIC PROG							
705 HIGH SCHOOL	\$10,160.91	\$14,925.00	\$0.00	\$8,546.21	\$16,539.70	\$6,447.32	\$10,092.38
Total Program - 900 NON ATHLETIC PROG	\$10,160.91	\$14,925.00	\$0.00	\$8,546.21	\$16,539.70	\$6,447.32	\$10,092.38
Total Project - 916 CLUB-FFA	\$6,779.47	\$14,925.00	\$0.00	\$8,546.21	\$13,158.26	\$6,650.82	\$6,507.44
Project - 917 CLUB-SCIENCE							
Program - 900 NON ATHLETIC PROG							
705 HIGH SCHOOL	\$881.15	\$0.00	\$0.00	\$0.00	\$881.15	\$0.00	\$881.15
Total Program - 900 NON ATHLETIC PROG	\$881.15	\$0.00	\$0.00	\$0.00	\$881.15	\$0.00	\$881.15
Total Project - 917 CLUB-SCIENCE	\$881.15	\$0.00	\$0.00	\$0.00	\$881.15	\$0.00	\$881.15
Project - 918 CLUB-SPANISH							
Program - 900 NON ATHLETIC PROG							
705 HIGH SCHOOL	\$1,446.70	\$0.00	\$0.00	\$0.00	\$1,446.70	\$0.00	\$1,446.70
Total Program - 900 NON ATHLETIC PROG	\$1,446.70	\$0.00	\$0.00	\$0.00	\$1,446.70	\$0.00	\$1,446.70
Total Project - 918 CLUB-SPANISH	\$1,446.70	\$0.00	\$0.00	\$0.00	\$1,446.70	\$0.00	\$1,446.70
Project - 919 DRAMA							
Program - 900 NON ATHLETIC PROG							
705 HIGH SCHOOL	\$2,093.00	\$0.00	\$0.00	\$0.00	\$2,093.00	\$0.00	\$2,093.00
Total Program - 900 NON ATHLETIC PROG	\$2,093.00	\$0.00	\$0.00	\$0.00	\$2,093.00	\$0.00	\$2,093.00
Total Project - 919 DRAMA	\$2,093.00	\$0.00	\$0.00	\$0.00	\$2,093.00	\$0.00	\$2,093.00
Project - 920 ES-ACADEM OUTREACH							
Program - 900 NON ATHLETIC PROG							
105 ELEMENTARY SCHOOL	\$2,357.50	\$0.00	\$0.00	\$0.00	\$2,357.50	\$0.00	\$2,357.50
Total Program - 900 NON ATHLETIC PROG	\$2,357.50	\$0.00	\$0.00	\$0.00	\$2,357.50	\$0.00	\$2,357.50
Total Project - 920 ES-ACADEM OUTREACH	\$2,357.50	\$0.00	\$0.00	\$0.00	\$2,357.50	\$0.00	\$2,357.50
Project - 921 ES-BEAUTIFICATION							
Program - 900 NON ATHLETIC PROG							
105 ELEMENTARY SCHOOL	\$4,804.22	\$0.00	\$0.00	\$0.00	\$4,804.22	\$0.00	\$4,804.22
Total Program - 900 NON ATHLETIC PROG	\$4,804.22	\$0.00	\$0.00	\$0.00	\$4,804.22	\$0.00	\$4,804.22
Total Project - 921 ES-BEAUTIFICATION	\$4,804.22	\$0.00	\$0.00	\$0.00	\$4,804.22	\$0.00	\$4,804.22
Project - 922 ES-CAMP GODDARD							
Program - 900 NON ATHLETIC PROG							
105 ELEMENTARY SCHOOL	\$20,212.34	\$28,069.43	\$0.00	\$2,033.00	\$46,248.77	\$6,767.00	\$39,481.77
Total Program - 900 NON ATHLETIC PROG	\$20,212.34	\$28,069.43	\$0.00	\$2,033.00	\$46,248.77	\$6,767.00	\$39,481.77
Total Project - 922 ES-CAMP GODDARD	\$20,212.34	\$28,069.43	\$0.00	\$2,033.00	\$46,248.77	\$6,767.00	\$39,481.77
Project - 923 ES-FUNDRAISER							
Program - 900 NON ATHLETIC PROG							
105 ELEMENTARY SCHOOL	\$30,198.56	\$0.00	\$0.00	\$0.00	\$30,198.56	\$0.00	\$30,198.56
Total Program - 900 NON ATHLETIC PROG	\$30,198.56	\$0.00	\$0.00	\$0.00	\$30,198.56	\$0.00	\$30,198.56
Total Project - 923 ES-FUNDRAISER	\$30,198.56	\$0.00	\$0.00	\$0.00	\$30,198.56	\$0.00	\$30,198.56
Project - 924 ES-LITERACY							
Program - 900 NON ATHLETIC PROG							
105 ELEMENTARY SCHOOL	\$655.76	\$0.00	\$0.00	\$0.00	\$655.76	\$0.00	\$655.76
Total Program - 900 NON ATHLETIC PROG	\$655.76	\$0.00	\$0.00	\$0.00	\$655.76	\$0.00	\$655.76

Newcastle Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 9/1/2022 - 9/30/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
Project - 924 ES-LITERACY							
Total Project - 924 ES-LITERACY	\$655.76	\$0.00	\$0.00	\$0.00	\$655.76	\$0.00	\$655.76
Project - 925 ES-SPECIAL OLYMPICS							
Program - 900 NON ATHLETIC PROG							
105 ELEMENTARY SCHOOL	\$2,248.74	\$0.00	\$0.00	\$0.00	\$2,248.74	\$0.00	\$2,248.74
Total Program - 900 NON ATHLETIC PROG	\$2,248.74	\$0.00	\$0.00	\$0.00	\$2,248.74	\$0.00	\$2,248.74
Total Project - 925 ES-SPECIAL OLYMPICS	\$2,248.74	\$0.00	\$0.00	\$0.00	\$2,248.74	\$0.00	\$2,248.74
Project - 926 GIFTED TALENTED							
Program - 900 NON ATHLETIC PROG							
105 ELEMENTARY SCHOOL	\$3.54	\$0.00	\$0.00	\$0.00	\$3.54	\$0.00	\$3.54
505 MIDDLE SCHOOL	\$125.00	\$0.00	\$0.00	\$0.00	\$125.00	\$0.00	\$125.00
705 HIGH SCHOOL	\$66.82	\$0.00	\$0.00	\$0.00	\$66.82	\$0.00	\$66.82
Total Program - 900 NON ATHLETIC PROG	\$195.36	\$0.00	\$0.00	\$0.00	\$195.36	\$0.00	\$195.36
Total Project - 926 GIFTED TALENTED	\$195.36	\$0.00	\$0.00	\$0.00	\$195.36	\$0.00	\$195.36
Project - 927 HONOR SOCIETY							
Program - 900 NON ATHLETIC PROG							
505 MIDDLE SCHOOL	\$3,272.36	\$190.00	\$0.00	\$0.00	\$3,462.36	\$719.78	\$2,742.58
705 HIGH SCHOOL	\$2,425.09	\$120.00	\$0.00	\$0.00	\$2,545.09	\$385.00	\$2,160.09
Total Program - 900 NON ATHLETIC PROG	\$5,697.45	\$310.00	\$0.00	\$0.00	\$6,007.45	\$1,104.78	\$4,902.67
Total Project - 927 HONOR SOCIETY	\$5,697.45	\$310.00	\$0.00	\$0.00	\$6,007.45	\$1,104.78	\$4,902.67
Project - 928 HOSPITALITY							
Program - 900 NON ATHLETIC PROG							
110 EARLY CHILDHOOD	\$294.78	\$0.00	\$0.00	\$256.01	\$38.77	\$38.77	\$0.00
Total Program - 900 NON ATHLETIC PROG	\$294.78	\$0.00	\$0.00	\$256.01	\$38.77	\$38.77	\$0.00
Total Project - 928 HOSPITALITY	\$294.78	\$0.00	\$0.00	\$256.01	\$38.77	\$38.77	\$0.00
Project - 929 HS-TESTING							
Program - 900 NON ATHLETIC PROG							
705 HIGH SCHOOL	\$2,098.30	\$0.00	\$0.00	\$0.00	\$2,098.30	\$0.00	\$2,098.30
Total Program - 900 NON ATHLETIC PROG	\$2,098.30	\$0.00	\$0.00	\$0.00	\$2,098.30	\$0.00	\$2,098.30
Total Project - 929 HS-TESTING	\$2,098.30	\$0.00	\$0.00	\$0.00	\$2,098.30	\$0.00	\$2,098.30
Project - 930 HS-TAKE THE LEAD							
Program - 900 NON ATHLETIC PROG							
705 HIGH SCHOOL	\$1,185.87	\$0.00	\$0.00	\$0.00	\$1,185.87	\$0.00	\$1,185.87
Total Program - 900 NON ATHLETIC PROG	\$1,185.87	\$0.00	\$0.00	\$0.00	\$1,185.87	\$0.00	\$1,185.87
Total Project - 930 HS-TAKE THE LEAD	\$1,185.87	\$0.00	\$0.00	\$0.00	\$1,185.87	\$0.00	\$1,185.87
Project - 931 LIBRARY							
Program - 900 NON ATHLETIC PROG							
105 ELEMENTARY SCHOOL	\$6,113.73	\$0.00	\$0.00	\$0.00	\$6,113.73	\$0.00	\$6,113.73
110 EARLY CHILDHOOD	\$4,722.00	\$0.00	\$0.00	\$121.33	\$4,600.67	\$441.76	\$4,158.91
505 MIDDLE SCHOOL	\$753.86	\$0.00	\$0.00	\$0.00	\$753.86	\$0.00	\$753.86
705 HIGH SCHOOL	\$1,586.90	\$0.00	\$0.00	\$0.00	\$1,586.90	\$0.00	\$1,586.90
Total Program - 900 NON ATHLETIC PROG	\$13,176.49	\$0.00	\$0.00	\$121.33	\$13,055.16	\$441.76	\$12,613.40
Total Project - 931 LIBRARY	\$13,176.49	\$0.00	\$0.00	\$121.33	\$13,055.16	\$441.76	\$12,613.40
Project - 934 MS-STUDENT STORE							
Program - 900 NON ATHLETIC PROG							
505 MIDDLE SCHOOL	\$11,218.92	\$0.00	\$0.00	\$0.00	\$11,218.92	\$0.00	\$11,218.92
Total Program - 900 NON ATHLETIC PROG	\$11,218.92	\$0.00	\$0.00	\$0.00	\$11,218.92	\$0.00	\$11,218.92
Total Project - 934 MS-STUDENT STORE	\$11,218.92	\$0.00	\$0.00	\$0.00	\$11,218.92	\$0.00	\$11,218.92
Project - 935 NATIVE ED ENRICHMENT							
Program - 900 NON ATHLETIC PROG							
105 ELEMENTARY SCHOOL	\$982.26	\$0.00	\$0.00	\$0.00	\$982.26	\$0.00	\$982.26
705 HIGH SCHOOL	\$417.38	\$0.00	\$0.00	\$0.00	\$417.38	\$0.00	\$417.38
Total Program - 900 NON ATHLETIC PROG	\$1,399.64	\$0.00	\$0.00	\$0.00	\$1,399.64	\$0.00	\$1,399.64
Total Project - 935 NATIVE ED ENRICHMENT	\$1,399.64	\$0.00	\$0.00	\$0.00	\$1,399.64	\$0.00	\$1,399.64
Project - 936 PE							
Program - 900 NON ATHLETIC PROG							
105 ELEMENTARY SCHOOL	\$5,733.52	\$0.00	\$0.00	\$0.00	\$5,733.52	\$0.00	\$5,733.52

Newcastle Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 9/1/2022 - 9/30/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
Project - 936 PE							
Program - 900 NON ATHLETIC PROG							
110 EARLY CHILDHOOD	\$672.39	\$0.00	\$0.00	\$0.00	\$672.39	\$0.00	\$672.39
Total Program - 900 NON ATHLETIC PROG	\$6,405.91	\$0.00	\$0.00	\$0.00	\$6,405.91	\$0.00	\$6,405.91
Total Project - 936 PE	\$6,405.91	\$0.00	\$0.00	\$0.00	\$6,405.91	\$0.00	\$6,405.91
Project - 939 PRINCIPALS							
Program - 000 NON-PROGRAM							
110 EARLY CHILDHOOD	(\$36.98)	\$0.00	\$0.00	\$0.00	(\$36.98)	\$224.80	(\$261.78)
505 MIDDLE SCHOOL	\$0.00	\$0.00	\$0.00	\$929.98	(\$929.98)	\$2,709.07	(\$3,639.05)
705 HIGH SCHOOL	(\$186.33)	\$0.00	\$0.00	\$0.00	(\$186.33)	\$15.00	(\$201.33)
Total Program - 000 NON-PROGRAM	(\$223.31)	\$0.00	\$0.00	\$929.98	(\$1,153.29)	\$2,948.87	(\$4,102.16)
Program - 900 NON ATHLETIC PROG							
000 Non Specified Site	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$20.31)	\$20.31
105 ELEMENTARY SCHOOL	\$10,375.73	\$120.00	\$0.00	\$1,027.74	\$9,467.99	\$164.76	\$9,303.23
110 EARLY CHILDHOOD	\$20,141.72	\$59.00	\$0.00	\$3,199.33	\$17,001.39	\$5,433.44	\$11,567.95
505 MIDDLE SCHOOL	\$28,415.51	\$0.00	\$0.00	\$2,053.77	\$26,361.74	\$1,225.00	\$25,136.74
705 HIGH SCHOOL	\$5,462.51	\$389.72	\$0.00	\$735.96	\$5,116.27	\$873.34	\$4,242.93
Total Program - 900 NON ATHLETIC PROG	\$64,395.47	\$568.72	\$0.00	\$7,016.80	\$57,947.39	\$7,676.23	\$50,271.16
Total Project - 939 PRINCIPALS	\$64,172.16	\$568.72	\$0.00	\$7,946.78	\$56,794.10	\$10,625.10	\$46,169.00
Project - 942 STUCO							
Program - 900 NON ATHLETIC PROG							
505 MIDDLE SCHOOL	\$9,706.41	\$0.00	\$0.00	\$0.00	\$9,706.41	\$599.95	\$9,106.46
705 HIGH SCHOOL	\$22,541.79	\$0.00	\$0.00	\$243.58	\$22,298.21	\$13,357.78	\$8,940.43
Total Program - 900 NON ATHLETIC PROG	\$32,248.20	\$0.00	\$0.00	\$243.58	\$32,004.62	\$13,957.73	\$18,046.89
Total Project - 942 STUCO	\$32,248.20	\$0.00	\$0.00	\$243.58	\$32,004.62	\$13,957.73	\$18,046.89
Project - 943 TECHNOLOGY							
Program - 900 NON ATHLETIC PROG							
105 ELEMENTARY SCHOOL	\$4,039.78	\$0.00	\$0.00	\$0.00	\$4,039.78	\$0.00	\$4,039.78
Total Program - 900 NON ATHLETIC PROG	\$4,039.78	\$0.00	\$0.00	\$0.00	\$4,039.78	\$0.00	\$4,039.78
Total Project - 943 TECHNOLOGY	\$4,039.78	\$0.00	\$0.00	\$0.00	\$4,039.78	\$0.00	\$4,039.78
Project - 944 VOCAL MUSIC							
Program - 900 NON ATHLETIC PROG							
105 ELEMENTARY SCHOOL	\$4,139.90	\$0.00	\$0.00	\$1,124.11	\$3,015.79	\$44.01	\$2,971.78
705 HIGH SCHOOL	\$7,447.12	\$199.00	\$0.00	\$254.25	\$7,391.87	\$944.40	\$6,447.47
Total Program - 900 NON ATHLETIC PROG	\$11,587.02	\$199.00	\$0.00	\$1,378.36	\$10,407.66	\$988.41	\$9,419.25
Total Project - 944 VOCAL MUSIC	\$11,587.02	\$199.00	\$0.00	\$1,378.36	\$10,407.66	\$988.41	\$9,419.25
Project - 945 YEARBOOK							
Program - 900 NON ATHLETIC PROG							
105 ELEMENTARY SCHOOL	\$16,105.37	\$0.00	\$0.00	\$0.00	\$16,105.37	\$0.00	\$16,105.37
110 EARLY CHILDHOOD	\$2,481.62	\$0.00	\$0.00	\$845.78	\$1,635.84	\$0.00	\$1,635.84
505 MIDDLE SCHOOL	\$3,740.33	\$180.00	\$0.00	\$1,462.28	\$2,458.05	\$387.72	\$2,070.33
705 HIGH SCHOOL	\$28,644.34	\$0.00	\$0.00	\$4,053.19	\$24,591.15	\$2,133.51	\$22,457.64
Total Program - 900 NON ATHLETIC PROG	\$50,971.66	\$180.00	\$0.00	\$6,361.25	\$44,790.41	\$2,521.23	\$42,269.18
Total Project - 945 YEARBOOK	\$50,971.66	\$180.00	\$0.00	\$6,361.25	\$44,790.41	\$2,521.23	\$42,269.18
Project - 946 ROBOTICS							
Program - 900 NON ATHLETIC PROG							
705 HIGH SCHOOL	\$12,615.36	\$0.00	\$0.00	\$0.00	\$12,615.36	\$0.00	\$12,615.36
Total Program - 900 NON ATHLETIC PROG	\$12,615.36	\$0.00	\$0.00	\$0.00	\$12,615.36	\$0.00	\$12,615.36
Total Project - 946 ROBOTICS	\$12,615.36	\$0.00	\$0.00	\$0.00	\$12,615.36	\$0.00	\$12,615.36
Project - 947 Club-SOAR (Multicultural Club)							
Program - 900 NON ATHLETIC PROG							
705 HIGH SCHOOL	\$534.81	\$0.00	\$0.00	\$0.00	\$534.81	\$74.35	\$460.46
Total Program - 900 NON ATHLETIC PROG	\$534.81	\$0.00	\$0.00	\$0.00	\$534.81	\$74.35	\$460.46
Total Project - 947 Club-SOAR (Multicultural Club)	\$534.81	\$0.00	\$0.00	\$0.00	\$534.81	\$74.35	\$460.46
Project - 970 CLASS 2020							
Program - 900 NON ATHLETIC PROG							
705 HIGH SCHOOL	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	\$6,000.00	\$0.00

Newcastle Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 9/1/2022 - 9/30/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
Project - 970 CLASS 2020							
Program - 900 NON ATHLETIC PROG							
Total Program - 900 NON ATHLETIC PROG	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	\$6,000.00	\$0.00
Total Project - 970 CLASS 2020	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	\$6,000.00	\$0.00
Project - 971 CLASS 2021							
Program - 900 NON ATHLETIC PROG							
705 HIGH SCHOOL	\$1,193.49	\$0.00	\$0.00	\$0.00	\$1,193.49	\$1,193.00	\$0.49
Total Program - 900 NON ATHLETIC PROG	\$1,193.49	\$0.00	\$0.00	\$0.00	\$1,193.49	\$1,193.00	\$0.49
Total Project - 971 CLASS 2021	\$1,193.49	\$0.00	\$0.00	\$0.00	\$1,193.49	\$1,193.00	\$0.49
Project - 972 CLASS 2022							
Program - 900 NON ATHLETIC PROG							
705 HIGH SCHOOL	\$5,598.21	\$0.00	\$0.00	\$0.00	\$5,598.21	\$3,450.00	\$2,148.21
Total Program - 900 NON ATHLETIC PROG	\$5,598.21	\$0.00	\$0.00	\$0.00	\$5,598.21	\$3,450.00	\$2,148.21
Total Project - 972 CLASS 2022	\$5,598.21	\$0.00	\$0.00	\$0.00	\$5,598.21	\$3,450.00	\$2,148.21
Project - 973 CLASS 2023							
Program - 900 NON ATHLETIC PROG							
705 HIGH SCHOOL	\$6,684.59	\$0.00	\$0.00	\$0.00	\$6,684.59	\$0.00	\$6,684.59
Total Program - 900 NON ATHLETIC PROG	\$6,684.59	\$0.00	\$0.00	\$0.00	\$6,684.59	\$0.00	\$6,684.59
Total Project - 973 CLASS 2023	\$6,684.59	\$0.00	\$0.00	\$0.00	\$6,684.59	\$0.00	\$6,684.59
Project - 974 Prom							
Program - 900 NON ATHLETIC PROG							
705 HIGH SCHOOL	\$940.15	\$0.00	\$0.00	\$0.00	\$940.15	\$0.00	\$940.15
Total Program - 900 NON ATHLETIC PROG	\$940.15	\$0.00	\$0.00	\$0.00	\$940.15	\$0.00	\$940.15
Total Project - 974 Prom	\$940.15	\$0.00	\$0.00	\$0.00	\$940.15	\$0.00	\$940.15
Project - 975 CLASS 2025							
Program - 900 NON ATHLETIC PROG							
705 HIGH SCHOOL	\$172.34	\$0.00	\$0.00	\$0.00	\$172.34	\$0.00	\$172.34
Total Program - 900 NON ATHLETIC PROG	\$172.34	\$0.00	\$0.00	\$0.00	\$172.34	\$0.00	\$172.34
Total Project - 975 CLASS 2025	\$172.34	\$0.00	\$0.00	\$0.00	\$172.34	\$0.00	\$172.34
Project - 977 CLASS 2027							
Program - 900 NON ATHLETIC PROG							
505 MIDDLE SCHOOL	\$491.19	\$0.00	\$0.00	\$0.00	\$491.19	\$0.00	\$491.19
Total Program - 900 NON ATHLETIC PROG	\$491.19	\$0.00	\$0.00	\$0.00	\$491.19	\$0.00	\$491.19
Total Project - 977 CLASS 2027	\$491.19	\$0.00	\$0.00	\$0.00	\$491.19	\$0.00	\$491.19
Project - 978 CLASS 2028							
Program - 900 NON ATHLETIC PROG							
505 MIDDLE SCHOOL	\$117.88	\$0.00	\$0.00	\$0.00	\$117.88	\$0.00	\$117.88
Total Program - 900 NON ATHLETIC PROG	\$117.88	\$0.00	\$0.00	\$0.00	\$117.88	\$0.00	\$117.88
Total Project - 978 CLASS 2028	\$117.88	\$0.00	\$0.00	\$0.00	\$117.88	\$0.00	\$117.88
Project - 979 CLASS 2029							
Program - 900 NON ATHLETIC PROG							
505 MIDDLE SCHOOL	\$1,133.73	\$0.00	\$0.00	\$0.00	\$1,133.73	\$0.00	\$1,133.73
Total Program - 900 NON ATHLETIC PROG	\$1,133.73	\$0.00	\$0.00	\$0.00	\$1,133.73	\$0.00	\$1,133.73
Total Project - 979 CLASS 2029	\$1,133.73	\$0.00	\$0.00	\$0.00	\$1,133.73	\$0.00	\$1,133.73
Project - 980 CLASS 2030							
Program - 900 NON ATHLETIC PROG							
105 ELEMENTARY SCHOOL	\$1,365.10	\$0.00	\$0.00	\$0.00	\$1,365.10	\$0.00	\$1,365.10
Total Program - 900 NON ATHLETIC PROG	\$1,365.10	\$0.00	\$0.00	\$0.00	\$1,365.10	\$0.00	\$1,365.10
Total Project - 980 CLASS 2030	\$1,365.10	\$0.00	\$0.00	\$0.00	\$1,365.10	\$0.00	\$1,365.10
Project - 981 CLASS 2031							
Program - 900 NON ATHLETIC PROG							
105 ELEMENTARY SCHOOL	\$2,661.80	\$0.00	\$0.00	\$0.00	\$2,661.80	\$0.00	\$2,661.80
Total Program - 900 NON ATHLETIC PROG	\$2,661.80	\$0.00	\$0.00	\$0.00	\$2,661.80	\$0.00	\$2,661.80
Total Project - 981 CLASS 2031	\$2,661.80	\$0.00	\$0.00	\$0.00	\$2,661.80	\$0.00	\$2,661.80
Project - 982 CLASS 2032							
Program - 900 NON ATHLETIC PROG							
105 ELEMENTARY SCHOOL	\$977.25	\$0.00	\$0.00	\$139.20	\$838.05	\$0.00	\$838.05

Newcastle Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 9/1/2022 - 9/30/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
Project - 982 CLASS 2032							
Program - 900 NON ATHLETIC PROG							
Total Program - 900 NON ATHLETIC PROG	\$977.25	\$0.00	\$0.00	\$139.20	\$838.05	\$0.00	\$838.05
Total Project - 982 CLASS 2032	\$977.25	\$0.00	\$0.00	\$139.20	\$838.05	\$0.00	\$838.05
Project - 983 CLASS 2033							
Program - 900 NON ATHLETIC PROG							
105 ELEMENTARY SCHOOL	\$113.92	\$0.00	\$0.00	\$0.00	\$113.92	\$0.00	\$113.92
Total Program - 900 NON ATHLETIC PROG	\$113.92	\$0.00	\$0.00	\$0.00	\$113.92	\$0.00	\$113.92
Total Project - 983 CLASS 2033	\$113.92	\$0.00	\$0.00	\$0.00	\$113.92	\$0.00	\$113.92
Project - 984 CLASS 2034							
Program - 100 REGULAR PROGRAMS							
110 EARLY CHILDHOOD	(\$1,327.43)	\$0.00	\$0.00	\$0.00	(\$1,327.43)	\$772.57	(\$2,100.00)
Total Program - 100 REGULAR PROGRAMS	(\$1,327.43)	\$0.00	\$0.00	\$0.00	(\$1,327.43)	\$772.57	(\$2,100.00)
Program - 900 NON ATHLETIC PROG							
110 EARLY CHILDHOOD	\$4,693.37	\$931.44	\$0.00	\$0.00	\$5,624.81	\$1,700.00	\$3,924.81
Total Program - 900 NON ATHLETIC PROG	\$4,693.37	\$931.44	\$0.00	\$0.00	\$5,624.81	\$1,700.00	\$3,924.81
Total Project - 984 CLASS 2034	\$3,365.94	\$931.44	\$0.00	\$0.00	\$4,297.38	\$2,472.57	\$1,824.81
Project - 985 CLASS 2035							
Program - 900 NON ATHLETIC PROG							
110 EARLY CHILDHOOD	\$3,119.57	\$60.00	\$0.00	\$0.00	\$3,179.57	\$235.00	\$2,944.57
Total Program - 900 NON ATHLETIC PROG	\$3,119.57	\$60.00	\$0.00	\$0.00	\$3,179.57	\$235.00	\$2,944.57
Total Project - 985 CLASS 2035	\$3,119.57	\$60.00	\$0.00	\$0.00	\$3,179.57	\$235.00	\$2,944.57
Project - 986 CLASS 2036							
Program - 900 NON ATHLETIC PROG							
110 EARLY CHILDHOOD	\$3,681.94	\$467.54	\$0.00	\$0.00	\$4,149.48	\$890.00	\$3,259.48
Total Program - 900 NON ATHLETIC PROG	\$3,681.94	\$467.54	\$0.00	\$0.00	\$4,149.48	\$890.00	\$3,259.48
Total Project - 986 CLASS 2036	\$3,681.94	\$467.54	\$0.00	\$0.00	\$4,149.48	\$890.00	\$3,259.48
Total	\$744,143.38	\$118,072.34	\$0.00	\$27,915.70	\$834,300.02	\$70,574.38	\$763,725.64

NEWCASTLE SCHOOLS - TREASURER'S REPORT

As Of September 30, 2022

GOVERNMENTAL FUNDS			
Bank Statements			
	Checking Account 6633		\$10.00
	SuperNow Account 9996		\$6,997,241.34
	Federated Sweep 0001		\$605.31
Total - Bank Statements			\$6,997,856.65
Accounting Program			
	Cash Balance		\$6,999,072.53
	Adjustments: Wire Transfer Fee		\$2.00
	Adjustments: Sweep Fee		-\$1,217.88
Adjusted Cash Balance			\$6,997,856.65
Difference Between Bank and Computer:			-
Outstanding Wajrrants:			\$231,236.10
Available Cash:			\$6,766,620.55
Cash Balance by Fund:			
	11 General Fund		\$2,453,410.56
	21 Building Fund		\$3,570,404.80
	38 Transportation Fund		\$87,714.00
	39 Technology Fund		\$432,513.47
	41 Sinking Fund		\$455,029.70
	Total:		\$6,999,072.53
ACTIVITY FUNDS			
Bank Statements			
	Checking Account 6082		\$10.00
	Federated Sweep 0002		\$988,762.14
Total - Bank Statements			\$988,772.14
Accounting Program			
	Cash Balance		\$977,367.95
	Adjustments:		
	Outstanding Warrants		\$11,274.50
	Amazon		\$129.69
Adjusted Cash Balance			\$988,772.14
Difference Between Bank and Computer:			-
ELECTRONIC FUND TRANSFER ACCOUNTS			
	EFT Payments 5844		\$159,012.81
	Payrix Deposits 6093		\$100.00
	MySchoolBucks Deposit 6907		\$0.00
INVESTMENT ACCOUNTS			
	Horizon Finacial Services (401A)		\$2,437.63



EMPLOYMENT SCHEDULE "A"

November 8th, 2022

EMPLOYMENT				
Last Name	First Name	New / Replacement	Site / Assignment	Effective
		Replacement	ECC / Paraprofessional	11/7/2022
		Replacement	MS / Cafeteria	10/17/2022
		New	Bus Driver	10/19/2022
		Replacement	ECC / Paraprofessional	11/2/2022
		New	Bus Driver	10/19/2022
		Replacement	ECC / TA Grade KG/1	10/17/2022
		Replacement	ECC / Teacher	10/17/2022
		Replacement	ECC / TA Grade PK	10/25/2022
		Replacement	ES / Teacher Grade 5	10/19/2022
HOURLY EMPLOYEES LAY COACHES				
Last Name	First Name		Site	Effective
Brown	Christy	Kid zone	ECC	10/11/2022
REASSIGNMENTS				
Last Name	First Name	Prior Assignment	New Assignment	Effective
Myers	Malcom	Full Time Substitute	Teacher	10/1/2022
RESIGNATIONS				
Last Name	First Name	Assignment	Site	Effective
EXTRA DUTY / STIPENDS / LAY COACHES				
Last Name	First Name	Assignment	Site	Effective
RESCINDED EMPLOYMENT / TERMINATIONS				
Last Name	First Name	Assignment	Site	Effective