

Board Minutes
Oakdale Public School Board of Education Regular Meeting
Tuesday, February 13, 2024 6:00 PM
Fine Arts Building - Auditorium

President-Kimber Shoop

Vice President – Caeli Williams

Clerk – Jodi Hietpas

Minutes Clerk - Marlene Dunn

1. **Routine Items:**

- **Call to Order**
- **Roll Call**
- **Establishment of a Quorum**
- **Possible consideration and vote to approve Agenda**

Attendance Taken at 6:00 PM.

Todd

Corbin: Present

Kimber

Shoop: Present

Caeli

Willia Present

ms:

Present: 3.

2. **Pledge of Allegiance & Moment of Silence**

3. **Public Comment:**

All meetings of the Board of Directors shall be open to the public and any regular meeting shall include an opportunity for the public to address the Board. Public Comments are limited to three (3) minutes and must be related to an agenda item or topic. Members of the public wishing to address the board must sign up before the meeting. Where several people wish to address the same subject, a spokesperson must be selected. The Board President may interrupt and terminate any comments that are not in accordance with any of these criteria or in keeping

with Board Policy BED. Board members may not respond to speakers' comments. See attachment.

4. **Recognitions Oakdale's "Shining Star" Shannon Kiernan.**
Each month the board honors a student, teacher, staff member, parent volunteer, or donor in order to showcase various examples of excellence being accomplished at Oakdale Schools.
5. **Presentation of Oakdale Public Schools 2023 Audit S by staff of Bledsoe, Hewett, & Gullekson, Certified Public Accountants, PLLLP.**
6. **Discussion, consideration, and possible action on Oakdale Public Schools 2023 Audit S.**
Motion to approve the 2023 Audit by staff of Bledsoe, Hewett, & Gullekson, Certified Public Accountants, PLLLP. This motion, made by Todd Corbin and seconded by Caeli Williams, passed.
Todd
Corbin: Yea

Kimber
Shoop: Yea

Caeli
William Yea
s:

Yea: 3, Nay: 0

7. **Staff Reports & Presentations**
 - **Superintendent's Report**
 - **Principals' Reports**
 - **Sanctioned Organization Reports, if any**

8. **Consent Agenda:**
The following items concern reports and items of a routine nature normally approved at Board meetings. They will be considered and voted on together as a group with one vote; provided that any Board member may ask that one or more items be considered and voted on separately. The Consent Agenda includes discussion, consideration, and possible action upon the following items:

Motion to approve the consent agenda. This motion, made by Todd Corbin and seconded by Caeli Williams, passed.

Todd
Corbin: Yea

Kimber
Shoop: Yea

Caeli
William Yea
s:

Yea: 3, Nay: 0

1. Approve minutes of the Jan 9, 2024 regular board meeting.
2. Accept Treasurer's Report including: Financial statements, fund balances, expenditures, revenue, warrants, bank summary, bond reports, and investments) for the month ending Jan 31, 2024.
3. Approve Encumbrances
4. General Fund Payments #1594-#1763
 1. Child Nutrition Payments are included with General Fund Payments
5. Building Fund Payments #123-#137
6. Activity Fund #164-#197
7. Bond 35 Payments NONE

8. Bond 36 Payments #14-#14
9. **Information & Discussion:**
 1. Dr. Carl Johnson to present dropout report as required by OAC 210:35-25-4
 2. Bond 2024 updates and progress report.
10. **Business Action Items: The following items will be considered, discussed, and possible action may be taken on each one separately.**
 1. Discussion, consideration, and possible action on the 2023-24 audit contract and engagement letter with Bledsoe, Hewett & Gullekson
 Motion to approve the 2023-24 audit contract and engagement letter with Bledsoe, Hewett & Gullekson. This motion, made by Todd Corbin and seconded by Kimber Shoop, passed.
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 Yea: 3, Nay: 0
 2. Discussion, consideration, and possible action on contract with SRB Engineering, Surveying, and Planning for survey required for upcoming bond projects.
 Motion to approve contract with SRB Engineering, Surveying, and Planning for survey required for upcoming bond projects. This motion, made by Todd Corbin and seconded by Kimber Shoop, passed.
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3. Discussion, consideration, and possible action on contract between Oakdale Public School and Larson Design Group for Bond Issue 2024.

Motion to approve contract between Oakdale Public School and Larson Design Group for Bond Issue 2024. Architect fee. The typical fee for NEW construction is 6% and the fee for remodel is 8%. As this project includes roughly 50% new and 50% remodel, we have agreed on a fee of 7%. This motion, made by Todd Corbin and seconded by Kimber Shoop, passed.

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Yea: 3, Nay: 0

4. Discussion, consideration, and possible action on entering into agreement with CMS Willowbrook, Inc. for construction management services to the school district.
Motion to enter into agreement with CMS Willowbrook, Inc. for construction management services to the school district. This motion, made by Todd Corbin and seconded by Kimber Shoop, passed.

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Yea: 3, Nay: 0

5. Discussion, consideration, and possible action on authorizing Mike Lowe Sr to work with students during his planning period for no more than 50 days at his daily rate of pay per class period not to exceed \$2,412 base pay.

Motion authorizing Mike Lowe Sr to work with students during his planning period for no more than 50 days at his daily rate of pay per class period not to exceed \$2,412 base pay. This motion, made by Todd Corbin and seconded by Caeli Williams, passed.

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Yea: 3, Nay: 0

6. Discussion, consideration, and possible action on authorizing Tamara Hartman to work with students during her planning period for the spring semester at her daily rate of pay per class period not to exceed \$3,833 base pay.

Motion authorizing Tamara Hartman to work with students during her planning period for the spring semester at her daily rate of pay per class period not to exceed \$3,833 base pay. This motion, made by Todd Corbin and seconded by Caeli Williams, passed.

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Yea: 3, Nay: 0

7. Discussion, consideration, and possible action on transfers for the current school year. Motion to approve transfer request for the current school year per school board policy. This motion, made by Todd Corbin and seconded by Kimber Shoop, passed.

To
dd Yea
Co

Corbin:
Kimber
Shoop: Yea
Caeli
Williams: Yea
Todd
Corbin:
Yea: 3, Nay: 0

11. **Proposed Executive Session: Motion to enter into executive session to discuss the superintendent evaluation pursuant to 25 O.S. Section 307 (B)(1); B.) C.)**

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

Motion to convene in executive session @ 6:45 pm. This motion, made by Todd Corbin and seconded by Kimber Shoop, passed.

Todd
Corbin: Yea
Kimber
Shoop: Yea
Caeli
Williams: Yea
Todd
Corbin:
Yea: 3, Nay: 0

2. The board acknowledged return to open session at 7:13 pm.

3. Executive session compliance announcement read by Kimber Shoop, President.

12. **Adjourn: Possible consideration, discussion, and vote to adjourn.**

Motion to adjourn at 7:14 pm. This motion, made by Caeli Williams and seconded by Todd Corbin, passed.

Todd
Corbin: Yea

Kimber
Shoop: Yea

Caeli
William Yea
s:
Yea: 3, Nay: 0

BOARD OF EDUCATION MEETING PUBLIC PARTICIPATION

The purpose of a Board meeting is for the Board to conduct the District's business and to deliberate and act upon matters before the Board unless the Board is specifically conducting a public forum. The public is encouraged to attend and to observe meetings of the Board and to participate whenever a public forum is being held for the purpose of receiving public input.

During portions of the Board's regular business meetings an opportunity shall be provided for members of the public to make comments regarding school related matters that appear as an action item on the posted agenda. To make such comments, members of the public are to complete the required form and submit it to the Clerk of the Board no less than 15 minutes before the meeting is called to order. Individuals or groups wishing to speak during the public comment period must provide the following information, in writing on the form provided, in order to speak before the board:

- Name of the individual;
- The agenda action item(s) the individual wishes to address;
- The organization the individual represents or is affiliated with, if applicable.

Persons addressing the Board during the "Public Comments" portion of a regular meeting Board meeting shall be allowed three (3) minutes to address the Board. If a group has requested to address the Board on a particular subject, the group will select one representative speaker for the group and will be allowed ten (10) minutes to speak collectively on behalf of the group's members. Groups consisting of three (3) or more persons shall designate a spokesperson who shall speak for and represent the group. Generally, a maximum of fifteen (15) minutes will be allowed for the public comment period. If an extremely large number of requests to speak are received, the Board President may extend the total time limit for comments.

The District provides various grievance and complaint procedures for addressing concerns and complaints. Therefore, to avoid circumvention of those procedures and ensure fairness to all parties, no person will be allowed to place an item on the agenda or speak on the following matters:

1. Any issue involved in pending litigation or any investigation filed with an outside agency wherein the District, any employee, or the Board is a party;
2. Any pending grievances or complaints involving employees or students;
3. An employee disciplinary action, including suspension, demotion, non-reemployment or termination;
4. Any student suspension or appeal of a student suspension.

Persons addressing the Board shall not be permitted to engage in defamatory conduct or criticize individuals and shall not engage in disruptive behavior.

Board members and the District's administrative staff shall not respond to questions or comments from the public since doing so could be in violation of the Oklahoma Open Meeting Act. The Board will not take any action on an item addressed by the public unless such item is properly on the agenda as an action item or is properly considered new business as defined by law.

CROSS REFERENCE: Policy GF

REFERENCE: 70 O.S. §5-118

**FINANCIAL STATEMENTS – REGULATORY BASIS
AND REPORTS OF INDEPENDENT AUDITOR**

**OAKDALE DEPENDENT SCHOOL DISTRICT NO. C-29,
OKLAHOMA COUNTY, OKLAHOMA**

JUNE 30, 2023

Audited by

**BLEDSON, HEWETT & GULLEKSON
CERTIFIED PUBLIC ACCOUNTANTS, PLLLP**

BROKEN ARROW, OK

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
SCHOOL DISTRICT OFFICIALS
JUNE 30, 2023

BOARD OF EDUCATION

President

Kimber Shoop

Vice-President

Todd Corbin

Clerk

Caeli Williams

SUPERINTENDENT OF SCHOOLS

Dr. Carl Johnson

ENCUMBRANCE / MINUTES CLERK

Marlene Dunn

SCHOOL DISTRICT TREASURER

Steve Huff

www.oakdale.org

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
JUNE 30, 2023

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JUNE 30, 2023

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Board of Education
Oakdale Dependent School District No. 29
Edmond, Oklahoma County, Oklahoma

Report on the Audit of the Financial Statements

We have audited the accompanying combined fund type and account group financial statements-regulatory basis of the Oakdale Dependent School District No. 29, Edmond, Oklahoma County, Oklahoma (the District), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Qualified Opinion on Regulatory Basis of Accounting

In our opinion, except for the effects of the matter discussed in the "Basis for Qualified Opinion on Regulatory Basis of Accounting" section of our report, the combined financial statements referred to above present fairly, in all material respects, the assets, liabilities and fund balances arising from regulatory basis transactions of each fund type and account group of the District, as of June 30, 2023, and the revenues it received and expenditures it paid and encumbered for the year then ended, in accordance with the financial reporting provisions of the Oklahoma State Department of Education as described in Note 1.

Adverse Opinion on U.S. Generally Accepted Accounting Principles

In our opinion, because of the significance of the matter discussed in the "Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles" section of our report, the financial statements referred to in the first paragraph do not present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of the District, as of June 30, 2023, or the revenues, expenses, and changes in net position and, where applicable, cash flows thereof for the year then ended.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our adverse and qualified audit opinions.

Basis for Qualified Opinion on Regulatory Basis of Accounting

As discussed in Note 1, the financial statements referred to above do not include the General Fixed Asset Account Group, which is a departure from the regulatory basis of accounting prescribed or permitted by the Oklahoma State Department of Education. The amount that should be recorded in the General Fixed Asset Account Group is not known.

Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles

As described in Note 1 to the financial statements, to meet the financial reporting requirements of the Oklahoma State Department of Education, the financial statements are prepared by the District, on the basis of the financial reporting regulations prescribed or permitted by the Oklahoma State Department of Education, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The effects on the financial statements of the variances between the regulatory basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material and pervasive.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting regulations prescribed or permitted by the Oklahoma State Department of Education as described in Note 1, to meet the financial reporting requirements of the State of Oklahoma; this includes determining that the regulatory basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the fund type and account group financial statements-regulatory basis that collectively comprise the District's basic financial statements. The accompanying combining financial statements-regulatory basis and other supplementary information and schedule of expenditures of federal awards are presented for purposes of additional analysis and are not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements-regulatory basis. The information has been subjected to the auditing procedures applied in the audit of the fund type and account group financial statements within the combined financial statements-regulatory basis and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, except for the financial statements being prepared in compliance with the regulatory basis as prescribed by the Oklahoma State Department of Education as discussed in Note 1, the combining financial statements-regulatory basis and other supplementary information and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the combined financial statements-regulatory basis as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 8, 2023, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Bledsoe, Hewett & Gullekson

Bledsoe, Hewett & Gullekson
Certified Public Accountants, PLLLP

December 8, 2023



BLEDSON, HEWETT & GULLEKSON
CERTIFIED PUBLIC ACCOUNTANTS, PLLLP

Eric M. Bledsoe, CPA
Jeffrey D. Hewett, CPA
Christopher P. Gullekson, CPA

P.O. BOX 1310 • 121 E. COLLEGE ST. • BROKEN ARROW, OK 74013 • (918) 449-9991 • (800) 522-3831 • FAX (918) 449-9779

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

The Honorable Board of Education
Oakdale Dependent School District No. 29
Edmond, Oklahoma County, Oklahoma

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the fund type and account group financial statements – regulatory basis of the Oakdale Dependent School District No. 29, Edmond, Oklahoma County, Oklahoma (the District), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated December 8, 2023, which was adverse with respect to the presentation of the financial statements in conformity with accounting principles generally accepted in the United States because the presentation followed the regulatory basis of accounting for Oklahoma school districts as provided by the Oklahoma State Department of Education. However, our report was qualified because the omission of the general fixed asset account group results in an incomplete presentation with respect to the presentation of financial statements on the regulatory basis of accounting authorized by the Oklahoma State Board of Education.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of District's internal control. Accordingly, we do not express an opinion on the effectiveness of District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, non-compliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Bledsoe, Hewett & Gullekson

Bledsoe, Hewett & Gullekson
Certified Public Accountants, PLLLP

December 8, 2023

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
DISPOSITION OF PRIOR YEAR'S SIGNIFICANT DEFICIENCIES AND
MATERIAL INSTANCES OF NONCOMPLIANCE
JUNE 30, 2023

There were no prior year significant deficiencies or material instances of noncompliance.

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
SCHEDULE OF AUDIT RESULTS, FINDINGS AND QUESTIONED COSTS
JUNE 30, 2023

Section 1 – Summary of Auditor’s Results:

1. An adverse opinion was issued on the combined financial statements in conformity with generally accepted accounting principles and a qualified opinion was issued for the omission of the general fixed asset account group on the combined financial statements in conformity with a regulatory basis of accounting prescribed by the Oklahoma State Department of Education.
2. The audit did not identify any material weaknesses and did not report any significant deficiencies not considered to be material weaknesses in the internal controls over financial reporting.
3. The audit disclosed no instances of noncompliance which are material to the financial statements.

Section 2 – Findings relating to the financial statements required to be reported in accordance with GAGAS

NONE

COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
 COMBINED STATEMENT OF ASSETS, LIABILITIES AND FUND BALANCE -
 ALL FUND TYPES AND ACCOUNT GROUPS - REGULATORY BASIS
 JUNE 30, 2023

	GOVERNMENTAL FUND TYPES			FIDUCIARY FUND TYPES	ACCOUNT GROUPS	TOTALS (MEMORANDUM ONLY)
	SPECIAL REVENUE	CAPITAL PROJECTS	DEBT SERVICE			
<u>ASSETS</u>						
Cash	\$ 1,394,292	131,747	600,788	61,894	91,496	2,280,217
Amounts available in debt service					91,496	91,496
Amount to be provided for retirement of long-term debt					2,158,504	2,158,504
Total Assets	\$ 1,394,292	131,747	600,788	61,894	2,250,000	4,530,217
<u>LIABILITIES AND FUND BALANCE</u>						
Liabilities:	\$ 88,411	31,487	1,746	61,894		121,644
Warrants/checks payable						61,894
Funds held for school organizations						
Long-term debt:						
Bonds payable					2,250,000	2,250,000
Total Liabilities	88,411	31,487	1,746	61,894	2,250,000	2,433,538
Fund Balance:						
Restricted		100,260	599,042		91,496	790,798
Unassigned	1,305,881					1,305,881
Fund balances	1,305,881	100,260	599,042		91,496	2,096,679
Total Liabilities and Fund Balance	\$ 1,394,292	131,747	600,788	61,894	2,250,000	4,530,217

The notes to the combined financial statements are an integral part of this statement

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
 COMBINED STATEMENT OF REVENUES COLLECTED, EXPENDITURES AND CHANGES IN CASH FUND BALANCES
 - ALL GOVERNMENTAL FUND TYPES AND EXPENDABLE TRUSTS - REGULATORY BASIS
 FOR THE YEAR ENDED JUNE 30, 2023

	GOVERNMENTAL FUND TYPES				FIDUCIARY FUND TYPES EXPENDABLE TRUST FUNDS	TOTALS (MEMORANDUM ONLY)
	GENERAL	SPECIAL REVENUE	CAPITAL PROJECTS	DEBT SERVICE		
Revenues Collected:						
Local sources	\$ 4,630,924	629,680		2,190,545	133,540	7,584,689
Intermediate sources	294,262	507		1,809		296,578
State sources	661,012					661,012
Federal sources	728,399	46,310				774,709
Interest earnings	29,554					29,554
Total revenues collected	<u>6,344,151</u>	<u>676,497</u>	<u>0</u>	<u>2,192,354</u>	<u>133,540</u>	<u>9,346,542</u>
Expenditures:						
Instruction	4,119,443		79,684			4,199,127
Support services	1,600,185	679,380	86,042			2,365,607
Operation of noninstructional services	289,312					289,312
Facilities acquisition & construction services			1,807,733		133,540	1,941,273
Other outlays:						
Debt service requirements				3,501,750		3,501,750
Total expenditures	<u>6,008,940</u>	<u>679,380</u>	<u>1,973,459</u>	<u>3,501,750</u>	<u>133,540</u>	<u>12,297,069</u>
Excess of revenues collected over (under) expenditures before adjustments to prior year encumbrances	335,211	(2,883)	(1,973,459)	(1,309,396)	0	(2,950,527)
Adjustments to prior year encumbrances	5,604	0	0	0	0	5,604
Excess of revenues collected over (under) expenditures	340,815	(2,883)	(1,973,459)	(1,309,396)	0	(2,944,923)
Cash fund balances, beginning of year	965,066	103,143	2,572,501	1,400,892	0	5,041,602
Cash fund balances, end of year	<u>\$ 1,305,881</u>	<u>100,260</u>	<u>599,042</u>	<u>91,496</u>	<u>0</u>	<u>2,096,679</u>

The notes to the combined financial statements are an integral part of this statement

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
 COMBINED STATEMENT OF REVENUES COLLECTED, EXPENDITURES AND
 CHANGES IN CASH FUND BALANCES - BUDGETED GOVERNMENTAL FUND TYPES - REGULATORY BASIS
 FOR THE YEAR ENDED JUNE 30, 2023

	GENERAL FUND		
	Original / Final Budget	Actual	Prior Year (Memorandum Only)
Revenues Collected:			
Local sources	\$ 4,047,658	4,630,924	4,169,173
Intermediate sources	262,259	294,262	291,399
State sources	651,481	661,012	680,637
Federal sources	990,696	728,399	735,291
Interest earnings		29,554	3,366
Total revenues collected	<u>5,952,094</u>	<u>6,344,151</u>	<u>5,879,866</u>
Expenditures:			
Instruction	6,917,160	4,119,443	4,035,403
Support services		1,600,185	1,597,120
Operation of noninstructional services		289,312	293,592
Total expenditures	<u>6,917,160</u>	<u>6,008,940</u>	<u>5,926,115</u>
Excess of revenues collected over (under) expenditures before adjustments to prior year encumbrances	(965,066)	335,211	(46,249)
Adjustments to prior year encumbrances	<u>0</u>	<u>5,604</u>	<u>7,821</u>
Excess of revenue collected over (under) expenditures	(965,066)	340,815	(38,428)
Cash fund balance, beginning of year	<u>965,066</u>	<u>965,066</u>	<u>1,003,494</u>
Cash fund balance, end of year	<u>\$ 0</u>	<u>1,305,881</u>	<u>965,066</u>

The notes to the combined financial statements are an integral part of this statement

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
 COMBINED STATEMENT OF REVENUES COLLECTED, EXPENDITURES AND
 CHANGES IN CASH FUND BALANCES - BUDGETED GOVERNMENTAL FUND TYPES - REGULATORY BASIS
 FOR THE YEAR ENDED JUNE 30, 2023

	SPECIAL REVENUE FUNDS (Building Fund)		
	Original / Final Budget	Actual	Prior Year (Memorandum Only)
Revenues Collected:			
Local sources	\$ 577,038	629,680	593,333
Intermediate sources		507	
Federal sources		46,310	
Total revenues collected	577,038	676,497	593,333
Expenditures:			
Support services	680,181	679,380	609,430
Excess of revenues collected over (under) expenditures before adjustments to prior year encumbrances	(103,143)	(2,883)	(16,097)
Adjustments to prior year encumbrances	0	0	3,543
Excess of revenues collected over (under) expenditures	(103,143)	(2,883)	(12,554)
Cash fund balances, beginning of year	103,143	103,143	115,697
Cash fund balances, end of year	\$ 0	100,260	103,143

The notes to the combined financial statements are an integral part of this statement

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
 COMBINED STATEMENT OF REVENUES COLLECTED, EXPENDITURES AND
 CHANGES IN CASH FUND BALANCES - BUDGETED GOVERNMENTAL FUND TYPES - REGULATORY BASIS
 FOR THE YEAR ENDED JUNE 30, 2023

	DEBT SERVICE FUND		
	Original / Final Budget	Actual	Prior Year (Memorandum Only)
Revenues Collected:			
Local sources	\$ 2,101,514	2,190,545	2,116,665
Intermediate sources		1,809	
Total revenues collected	<u>2,101,514</u>	<u>2,192,354</u>	<u>2,116,665</u>
Requirements:			
Bonds	2,152,500	3,450,000	1,800,000
Coupons	48,094	51,750	107,250
Total requirements	<u>2,200,594</u>	<u>3,501,750</u>	<u>1,907,250</u>
Excess of revenue collected over (under) expenditures	(99,080)	(1,309,396)	209,415
Cash fund balance, beginning of year	<u>1,400,892</u>	<u>1,400,892</u>	<u>1,191,477</u>
Cash fund balance, end of year	<u>\$ 1,301,812</u>	<u>91,496</u>	<u>1,400,892</u>

The notes to the combined financial statements are an integral part of this statement

NOTES TO COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying financial statements of the Oakdale Public Schools Dependent District, No. C-29 (the “District”), have been prepared in conformity with another comprehensive basis of accounting prescribed by the Oklahoma State Department of Education as authorized by Oklahoma Statutes. Accordingly, the accompanying financial statements are not intended to present financial position and results of operations in conformity with the accounting principles generally accepted in the United States of America. The District’s accounting policies are described in the following notes that are an integral part of the District’s financial statements.

A. Reporting Entity

The District is a corporate body for public purposes created under Title 70 of the Oklahoma Statutes and accordingly is a separate entity for operating and financial reporting purposes. The District is part of the public school system of Oklahoma under the general direction and control of the State Board of Education and is financially dependent on State of Oklahoma support. The general operating authority for the public school system is the Oklahoma School Code contained in Title 70, Oklahoma Statutes.

The governing body of the District is the Board of Education composed of three elected members. The appointed superintendent is the executive officer of the District. The Board, constituting an on-going entity, is the level of government, which has governance responsibilities over all activities related to public elementary and secondary school education within the jurisdiction of the local Dependent school district. The District receives funding from local, state and federal government sources and must comply with the requirements of these funding source entities. However, the District is not included in any other governmental “reporting entity” as defined in Section 2100, Codification of Governmental Accounting and Financial Reporting Standards, since Board members are elected by the public and have decision making authority, the power to designate management, the responsibility to significantly influence operations and primary accountability for fiscal matters.

In evaluating how to define the District, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria established by the Governmental Accounting Standards Board (GASB). The basic – but not the only – criterion for including a potential component unit within the reporting entity is the governing body’s ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations and accountability for fiscal matters. A second criterion used in evaluating potential component units is the scope of public service. Application of this criterion involves considering

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont’d

A. Reporting Entity – cont’d

whether the activity benefits the District and/or its citizens, or whether the activity is conducted within the geographic boundaries of the District and is generally available to its patrons. A third criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the District is able to exercise oversight responsibilities. Based upon the application of these criteria, there are no potential component units included in the District’s reporting entity.

B. Measurement Focus

The District uses funds and account groups to report on its financial position and the results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain District functions or activities.

A fund is a separate accounting entity with a self-balancing set of accounts. An account group, on the other hand, is a financial reporting device designed to provide accountability for certain assets and liabilities that are not recorded in the funds because they do not directly affect net expendable available financial resources.

Funds are classified into three categories: Governmental, proprietary and fiduciary. Each category, in turn, is divided into separate “fund types.”

Governmental Fund Types

Governmental funds are used to account for all or most of a government’s general activities, including the collection and disbursement of earmarked monies (special revenue funds), the acquisition or construction of general fixed assets (capital projects funds), and the servicing of general long-term debt (debt service funds).

General Fund – The general fund is used to account for all financial transactions except those required to be accounted for in another fund. Major revenue sources include state and local property taxes and state funding under the Foundation and Incentive Aid Program. Expenditures include all costs associated with the daily operations of the schools except for programs funded for building repairs and maintenance, school construction and debt service on bonds and other long-term debt. The general fund includes federal and state restricted monies that must be expended for specific programs.

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont'd

B. Measurement Focus - cont'd

Special Revenue Funds – Special revenue funds account for revenue sources that are restricted to expenditures for specific purposes. The special revenue funds typically include the building, co-op and child nutrition funds. The District did not maintain a co-op fund or a child nutrition fund during the 2022-23 fiscal year.

Building Fund – The building fund consists mainly of monies derived from property taxes levied for the purpose of erecting, remodeling, repairing, or maintaining school buildings and for purchasing furniture, equipment and computer software to be used on or for school district property, for paying energy and utility costs, for purchasing telecommunications services, for paying fire and casualty insurance premiums for school facilities, for purchasing security systems, and for paying salaries of security personnel.

Co-op Fund – The co-op fund is established when the Boards of Education of two or more school districts enter into cooperative agreements and maintain joint programs. The revenues necessary to operate a cooperative program can come from federal, state, or local sources, including the individual contributions of participating school districts. The expenditures for this fund would consist of those necessary to operate and maintain the joint programs.

Child Nutrition Fund - The child nutrition fund consists of monies derived from federal and state financial assistance and food sales. This fund is used to account for the various nutrition programs provided to students. The District operates the child nutrition programs through the general fund.

Capital Projects Fund – The capital projects fund is the District's bond fund and is used to account for the proceeds of bond sales to be used exclusively for acquiring school sites, constructing and equipping new school facilities, renovating existing facilities and acquiring transportation equipment.

Debt Service Fund – The debt service fund is the District's sinking fund and is used to account for the accumulation of financial resources for the payment of general long-term (including judgments) debt principal, interest and related costs. The primary revenue sources are local property taxes levied specifically for debt service and interest earnings from temporary investments.

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont’d

B. Measurement Focus – cont’d

Fiduciary Fund Types

Fiduciary funds are used to account for assets held on behalf of outside parties, including other governments, or on behalf of other funds within the District. The terms “nonexpendable” and “expendable” refer to whether or not the District is under an obligation to maintain the trust principal. Agency funds generally are used to account for assets that the District holds on behalf of others as their agent and do not involve measurement of results of operation.

Expendable Trust Funds – Expendable trust funds include the gifts and endowments fund, medical insurance fund, workers compensation fund and the insurance recovery fund. The District maintained an insurance recovery fund during the 2022-23 fiscal year.

Insurance Recovery Fund – The insurance recovery fund accounts for all types of insurance recoveries, major reimbursements and reserves for property repairs and replacements.

Agency Fund – The agency fund is the school activities fund which is used to account for monies collected principally through the fundraising efforts of students and District-sponsored groups. The administration is responsible, under the authority of the Board, for collecting, disbursing and accounting for these activity funds.

Account Groups

An account group is not a fund and consists of a self-balancing set of accounts used only to establish accounting control over long-term debt and fixed assets.

General Long-Term Debt Account Group – This account group is established to account for all the long-term debt of the District, which is offset by the amount available in the debt service fund and the amount to be provided in future years to complete retirement of the debt principal. It is also used to account for other liabilities (judgments and lease purchases) which are to be paid from funds provided in future years.

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont'd

B. Measurement Focus – cont'd

General Fixed Assets Account Group – This account group is used by governments to account for the property, plant and equipment of the school district. The District does not have the information necessary to include this group in its financial statements.

Memorandum Only - Total Column

The total column on the combined financial statements – regulatory basis is captioned “memorandum only” to indicate that it is presented only to facilitate financial analysis. Data in this column does not present financial position or results of operations in conformity with accounting principles generally accepted in the United States. Neither is such data comparable to a consolidation. Interfund eliminations have not been made in the aggregation of this data.

C. Basis of Accounting and Presentation

The District prepares its financial statements in a presentation format that is prescribed by the Oklahoma State Department of Education. This format is essentially the generally accepted form of presentation used by state and local governments prior to the effective date of GASB Statement No. 34, *Basic Financial Statements – Management’s Discussion and Analysis for State and Local Governments* with certain modifications. This format differs significantly from that required by GASB 34.

The financial statements are essentially prepared on the basis of cash receipts and disbursements modified as required by the regulations of the Oklahoma State Department of Education as follows:

- Encumbrances represented by purchase orders, contracts, and other commitments for the expenditure of monies are recorded as expenditures when approved.
- Investments are recorded as assets when purchased.
- Inventories of school supplies are recorded as expenditures and not as inventory assets.
- Warrants/checks payable are recorded as liabilities when issued.
- Long-term debt is recorded in the General Long-Term Debt Account Group and not in the basic financial statements.
- Compensated absences are recorded as expenditures when paid and not recorded as a liability.
- Fixed assets are recorded in the General Fixed Asset Account Group and not in the basic financial statements. Fixed assets are not depreciated.

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont'd

C. Basis of Accounting and Presentation – cont'd

This regulatory basis of accounting differs from accounting principles generally accepted in the United States of America, which require revenues to be recognized when they become available and measurable, or when they are earned, and expenditures or expenses to be recognized when the related liabilities are incurred for governmental fund types; and, when revenues are earned.

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. All governmental type funds are accounted for using the regulatory basis of accounting. Revenues are recognized when they are received rather than earned and expenditures are generally recognized when encumbered/reserved rather than at the time the related fund liability is incurred. These practices differ from accounting principles generally accepted in the United States.

D. Budgets and Budgetary Accounting

The District is required by state law to prepare an annual budget. The Board of Education must request an initial temporary appropriations budget from their County Excise Board before June 30. The District uses the temporary appropriation amounts as their legal expenditure limit until the annual Estimate of Needs is completed.

A budget is legally adopted by the Board of Education for all funds (with the exception of the trust and agency funds) that includes revenues and expenditures. No later than October 1, the Board of Education shall prepare a financial statement and Estimate of Needs to be filed with the Oklahoma County Clerk and the State Department of Education.

The 2022-23 Estimate of Needs was not amended by any supplemental appropriations during the 2022-23 fiscal year. Any amendment must be approved by the Oklahoma County Clerk's Office.

Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrance accounting – under which purchase orders and other commitments of resources are recorded as expenditures of the applicable fund – is utilized in all governmental funds of the District. Unencumbered appropriations lapse at the end of each fiscal year. While the debt service fund is a governmental fund, a comparison of budget to actual schedule is presented in the financial statements, although the Board can exercise no control of the revenue sources for this fund (except interest earnings), and no control over its expenditures.

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont'd

E. Assets, Liabilities and Fund Balance

Cash and Cash Equivalents – The District considers all cash on hand, demand deposit accounts, and highly liquid investments, with an original maturity of three months or less when purchased, to be cash and cash equivalents.

Investments – The District considers investments of direct obligations of the United States government and agencies, certificates of deposits, savings accounts or savings certificates with maturities of greater than three months. All investments are recorded at cost, which approximates market value.

Inventories – The value of consumable inventories at June 30, 2023 is not material to the combined financial statements.

Fixed Assets and Property, Plant and Equipment – The District has not maintained a record of general fixed assets, and, accordingly, a General Fixed Assets Account Group required by the regulatory basis of accounting prescribed by the Oklahoma State Department of Education is not included in the financial statements. General fixed assets purchased are recorded as expenditures in the various funds at the time of purchase.

Warrants/Checks Payable – Warrants/checks are issued to meet the obligations for goods and services provided to the District. The District recognizes a liability for the amount of outstanding warrants/checks that have yet to be cashed by the District's bank.

Encumbrances – Encumbrances represent commitments related to purchase orders, contracts, other commitments for expenditures or resources, and goods or services received by the District for which a warrant has not been issued. An expenditure is recorded and a liability is recognized for outstanding encumbrances at year end in accordance with the regulatory basis of accounting. While the regulatory basis that is used for the Debt Service Fund approximates full accrual accounting, the accruals recorded are reported to meet regulatory requirements, as opposed to the requirements of generally accepted accounting principles.

Compensated Absences – The District provides vacation and sick leave benefits in accordance with Title 70 of the Oklahoma Statutes, Article 6-104, which provides for annual sick leave and personal business days. District policy allows certified employees to accumulate such days to a maximum number of days. Vested or accumulated vacation leave that is expected to be liquidated with expendable available financial resources had not been reported as an expenditure of the governmental fund that will pay it since the financial statements have been prepared on the regulatory basis of accounting. This practice differs from generally accepted accounting principles.

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont'd

E. Assets, Liabilities and Fund Balance – cont'd

Funds Held for School Organizations – Funds held for school organizations represent the funds received or collected from students or other cocurricular and extracurricular activities conducted in the District, control over which is exercised by the Board of Education. These funds are credited to the account maintained for the benefit of each particular activity within the school activity fund.

Long-Term Debt – Long-term debt is recognized as a liability of a governmental fund when due, or when resources have been accumulated in the debt service fund for payment early in the following year. For other long-term obligations, only that portion expected to be financed from expendable available financial resources is reported as a fund liability of a governmental fund. The remaining portion of such obligations is reported in the general long-term debt account group.

Fund Balance – In the fund financial statements, governmental funds report the hierarchy of fund balances. The hierarchy is based primarily on the degree of spending constraints placed upon use of resources for specific purposes versus availability of appropriation. An important distinction that is made in reporting fund balance is between amounts that are considered *non-spendable* (i.e., fund balance associated with assets that are not in spendable form, such as inventories or prepaid items, long-term portions of loans and notes receivable, or items that are legally required to be maintained intact (such as the corpus of a permanent fund)) and those that are *spendable* (such as fund balance associated with cash, investments or receivables).

Amounts in the spendable fund balance category are further classified as *restricted*, *committed*, *assigned* or *unassigned*, as appropriate.

Restricted fund balance represents amounts that are constrained either externally by creditors (such as debt covenants), grantors, contributors or laws or regulations of other governments; or by law, through constitutional provisions or enabling legislation.

Committed fund balance represents amounts that are useable only for specific purposes by formal action of the government's highest level of decision-making authority. Such amounts are not subject to legal enforceability (like restricted amounts), but cannot be used for any other purpose unless the government removes or changes the limitation by taking action similar to that which imposed the commitment.

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont'd

E. Assets, Liabilities and Fund Balance – cont'd

Assigned fund balance represents amounts that are intended to be used for specific purposes but are neither restricted nor committed. Intent is expressed by the governing body itself, or a subordinated high-level body or official who the governing body has delegated the authority to assign amounts to be used for specific purposes. Assigned fund balances include all remaining spendable amounts (except negative balances) that are reported in governmental funds other than the general fund, that are neither restricted nor committed, and amounts in the general fund that are intended to be used for specific purposes in accordance with the provisions of the standard.

Unassigned fund balance is the residual classification for the general fund. It represents the amounts that have not been assigned to other funds, and that have not been restricted, committed, or assigned to specific purposes within the general fund.

F. Revenue and Expenditures

Local Revenues – Revenue from local sources is the money generated from within the boundaries of the District and available to the District for its use. The District is authorized by state law to levy property taxes which consist of ad valorem taxes on real and personal property within the District. These property taxes are distributed to the District's general, building and sinking funds based on the levies approved for each fund. The County Assessor, upon receipt of the certification of tax levies from the County Excise Board, extends the tax levies on the tax rolls for submission to the County Treasurer prior to October 1. The County Treasurer must commence tax collection within fifteen days of receipt of the tax rolls. The first half of taxes is due prior to January 1. The second half is due prior to April 1. If the first payment is not made in a timely manner, the entire tax becomes due and payable on January 2. Second half taxes become delinquent on April 1, of the year following the year of assessment. If not paid by the following October 1, the property is offered for sale for the amount of taxes due. The owner has two years to redeem the property by paying the taxes and penalty owed. If at the end of two years the owner has not done so, the purchaser is issued a deed to the property. Other local sources of revenues include tuition, fees, rentals, disposals, commissions and reimbursements.

Intermediate Revenues - Revenue from intermediate sources is the amount of money from funds collected by an intermediate administrative unit, or a political subdivision between the District and the state and distributed to Districts in amounts that differ in proportion to those which are collected within such systems.

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont'd

F. Revenue and Expenditures – cont'd

State Revenues – Revenues from state sources for current operations are primarily governed by the state aid formula under the provisions of Article XVIII, Title 70, Oklahoma Statutes. The State Board of Education administers the allocation of state aid funds to school districts based on information accumulated from the Districts.

After review and verification of reports and supporting documentation, the State Department of Education may adjust subsequent fiscal period allocations of money for prior year errors disclosed by review. Normally, such adjustments are treated as reductions from or additions to the revenue of the year when the adjustment is made.

The District receives revenue from the state to administer certain categorical educational programs. State Board of Education rules require that revenue earmarked for these programs be expended only for the program for which the money is provided and require that the money not expended as of the close of the fiscal year be carried forward into the following year to be expended for the same categorical programs. The State Department of Education requires that categorical educational program revenues be accounted for in the general fund.

Federal Revenues – Federal revenues consist of revenues from the federal government in the form of operating grants or entitlements. An operating grant is a contribution to be used for a specific purpose, activity or facility. A grant may be received either directly from the federal government or indirectly as a passthrough from another government, such as the state. Entitlement is the amount of payment to which the District is entitled pursuant to an allocation formula contained in applicable statutes. The majority of the federal revenues received by the District are apportioned to the general fund.

Nonmonetary Transactions – The District receives commodities from the U.S. Department of Agriculture. The value of these commodities has been included in the Schedule of Expenditures of Federal Awards; however, they have not been included in the financial statements as either revenue or expense since they are not reported under the regulatory basis of accounting.

Interest Earnings – Represent compensation for the use of financial sources over a period of time.

Nonrevenue Receipts – Nonrevenue receipts represent receipts deposited into a fund that are not new revenues to the District, but the return of assets.

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont'd

F. Revenue and Expenditures – cont'd

Instruction Expenditures – Instruction expenditures include the activities dealing directly with the interaction between teachers and students. Teaching may be provided for students in a school classroom, in another location, such as a home or hospital, and in other learning situations, such as those involving cocurricular activities. It may also be provided through some other approved medium, such as television, radio, telephone and correspondence. Included here are the activities of teacher assistants of any type (clerks, graders, teaching machines, etc.) which assist in the instructional process. The activities of tutors, translators and interpreters would be recorded here. Department chairpersons who teach for any portion of time are included here. Tuition/transfer fees paid to other LEAs would be included here.

Support Services Expenditures – Support services expenditures provide administrative, technical (such as guidance and health) and logistical support to facilitate and enhance instruction. These services exist as adjuncts for fulfilling the objectives of instruction, community services and enterprise programs, rather than as entities within themselves.

Operation of Noninstructional Services Expenditures – Activities concerned with providing noninstructional services to students, staff or the community.

Facilities Acquisition and Construction Services Expenditures – Consists of activities involved with the acquisition of land and buildings; remodeling buildings; the construction of buildings and additions to buildings; initial installation or extension of service systems and other built-in equipment; and improvements to sites.

Other Outlays Expenditures – A number of outlays of governmental funds are not properly classified as expenditures, but still require budgetary or accounting control. These are classified as Other Outlays. These include debt service payments (principal and interest).

Other Uses Expenditures – This includes scholarships provided by private gifts and endowments; student aid and staff awards supported by outside revenue sources (i.e., foundations). Also, expenditures for self-funded employee benefit programs administered either by the District or a third-party administrator.

Repayment Expenditures – Repayment expenditures represent checks/warrants issued to outside agencies for refund or restricted revenue previously received for overpayment, nonqualified expenditures and other refunds to be repaid from District funds.

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont'd

F. Revenue and Expenditures – cont'd

Interfund Transactions – Quasi-external transactions are accounted for as revenues, expenditures or expenses. Transactions that constitute reimbursements to a fund or expenditures/expenses initially made from it that are properly applicable to another fund, are recorded as expenditures/expenses in the fund that is reimbursed.

All other interfund transactions, except quasi-external transactions and reimbursements, are reported as transfers. Nonrecurring or non-routine permanent transfers of equity are reported as residual equity transfers. All other interfund transfers are reported as operating transfers. There were no interfund transfers made during the 2022-23 fiscal year.

2. CASH AND INVESTMENTS

Custodial Credit Risk – Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to the District. The District's cash deposits and investments at June 30, 2023 were \$2,280,476 at financial institutions and were completely insured or collateralized by federal depository insurance, direct obligations of the U.S. Government, or securities held by the District or by its agent in the District's name.

Investment Interest Rate Risk – Interest rate risk is the risk that changes in interest rates will adversely affect the fair market value of an investment. Due to the required liquidity for those investments, these funds have no defined maturity dates. The District does not have a formal policy that limits investment maturities as a means of managing its exposure to fair value losses from increasing interest rates.

Investment Credit Risk – Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. The District does not have a formal policy limiting its investment choices, other than the limitation of state law as follows:

- Direct obligations of the U.S. Government, its agencies and instrument to which the full faith and credit of the U.S. Government is pledged, or obligations to the payment of which the full faith and credit of the State is pledged.
- Certificates of deposit or savings accounts that are either insured or secured with acceptable collateral with in-state financial institutions, and fully insured certificates of deposit or savings accounts in out-of-state financial institutions.
- With certain limitation, negotiable certificates of deposit, prime bankers acceptances, prime commercial paper and repurchase agreements with certain limitations.

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
 NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
 FOR THE YEAR ENDED JUNE 30, 2023

2. CASH AND INVESTMENTS – cont’d

- County, municipal or school district tax supported debt obligations, bond or revenue anticipation notes, money judgments, or bond or revenue anticipation notes of public trusts whose beneficiary is a county, municipality or school district.
- Notes or bonds secured by mortgage or trust deed insured by the Federal Housing Administrator and debentures issued by the Federal Housing Administrator, and in obligations of the National Mortgage Association.
- Money market funds regulated by the SEC and in which investments consist of the investments mentioned in the previous bullet items.

Concentration of Investment Credit Risk – The District places no limit on the amount it may invest in any one issuer.

3. INTERFUND RECEIVABLES AND PAYABLES

There were no interfund receivables or payables at June 30, 2023.

4. GENERAL LONG-TERM DEBT

State statutes prohibit the District from becoming indebted in an amount exceeding the revenue to be received for any fiscal year without approval by the District’s voters. Bond issues have been approved by the voters and issued by the District for various capital improvements. These bonds are required to be fully paid serially within 25 years of the date of issue.

General long-term debt of the District consists of general obligation bonds payable and capital leases. Debt service requirements for bonds are paid solely from the fund balance and the future revenues of the debt service fund, and capital leases are paid from other funds.

The following is a summary of the long-term debt transactions of the District for the year ended June 30, 2023:

	Bonds Payable
Balance, July 1, 2022	\$ 5,700,000
Retirements	(3,450,000)
Balance, June 30, 2023	\$ 2,250,000

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
 NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
 FOR THE YEAR ENDED JUNE 30, 2023

4. GENERAL LONG-TERM DEBT – cont’d

A brief description of the outstanding long-term debt at June 30, 2023 is set forth below:

	<u>Amount Outstanding</u>
<u>General Obligation Bonds:</u>	
Building Bonds, Series 2021, original issue \$4,500,000, interest rate of 0.35% to 0.55%, due in annual installments of \$2,250,000 final payment due 6-1-24	<u>\$ 2,250,000</u>

Future Debt Requirements

The annual debt service requirements for the retirement of bond issues including the payment of principal and interest are as follows:

Year Ending June 30	Principal	Interest	Total
2024	\$ 2,250,000	7,875	2,257,875

Interest paid on general long-term debt during the 2022-23 fiscal year totaled \$51,750.

5. EMPLOYEE RETIREMENT SYSTEM

Description of Plan

The District participates in the state-administered Oklahoma Teachers’ Retirement System, which is a cost sharing, multiple-employer defined benefit public employee retirement system (PERS), which is administered by the Board of Trustees of the Oklahoma Teachers’ Retirement System (the “System”). The System provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Title 70 Section 17 of the Oklahoma Statutes establishes benefit provisions and may be amended only through legislative action. The Oklahoma Teachers’ Retirement System issues a publicly available financial report that includes financial statements and required supplementary information for the System. That report may be obtained by writing to the Oklahoma Teachers’ Retirement System, P.O. Box 53624, Oklahoma City, OK 73152, or by calling 405-521-2387.

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2023

5. EMPLOYEE RETIREMENT SYSTEM – cont'd

Basis of Accounting

The System's financial statements are prepared using the cash basis of accounting, except for accruals of interest income. Plan member contributions are recognized in the period in which the contributions are made. Benefits and refunds are recognized when paid. The pension benefit obligation is a standardized disclosure measure of the present value of pension benefits. This pension valuation method reflects the present value of estimated pension benefits that will be paid in future years as a result of employee services performed to date and is adjusted for the effect of projected salary increases. There are no actuarial valuations performed on individual school districts. The System has an under-funded pension benefit obligation as determined as part of the latest actuarial valuation.

Funding Policy

The District, the State of Oklahoma, and the participating employee make contributions. The contribution rates for the District and its employees are established by and may be amended by Oklahoma Statutes. The rates are not actuarially determined. The rates are applied to the employee's earnings plus employer-paid fringe benefits. The required contribution for the participating members is 7.0% of compensation. Contributions received by the System from the State of Oklahoma are used to offset required employer contributions by the local school district. For the 2022-23 fiscal year, the District contributed 9.5% and the State of Oklahoma contributed the remaining amount during the year. The District is allowed by Oklahoma Teachers' Retirement System to make the required contributions on behalf of the participating members. In addition, if a member's salary is paid in part by federal or private funds, the contribution on that portion of the salary paid by those funds must be matched by the District at 8.00%.

Annual Pension Costs

The District's employer contributions for 2023, 2022 and 2021 were \$366,410, \$373,359 and \$346,547, respectively. Ten-year historical trend information is presented in the Teacher's Retirement System of Oklahoma Annual Report for the year ended June 30, 2023. This information is useful in assessing the pension plan's accumulation of sufficient assets to pay pension benefits as they become due. Please visit www.ok.gov/TRS for all plan information.

GASB Statement 68 became effective for fiscal years beginning after June 15, 2014, and significantly changes pension accounting and financial reporting for governmental employers who participate in a pension plan, such as the System, and who prepare published financial statements on an accrual basis using Generally Accepted Accounting Principles. Since the District does not prepare and present their financial statements on an accrual basis, the net pension amount is not required to be presented on the audited financial statements.

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2023

6. RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; or acts of God. The District purchases commercial insurance to cover these risks, including general and auto liability, property damage, and public officials' liability. Settled claims resulting from risks have not exceeded the commercial insurance coverage in any of the past three fiscal years.

The District participates in a risk pool for Workers' Compensation coverage in which there is a transfer or pooling of risks among the participants of that pool. In accordance with GASB No. 10, the District reports the required contribution to the pool, net of refunds, as insurance expense. The risk pool is the Oklahoma School Assurance Group (OSAG), an organization formed for the purpose of providing workers' compensation coverage to participating schools in the State of Oklahoma. In that capacity, OSAG is responsible for providing loss control services and certain fiscal activities, including obtaining contract arrangements for the underwriting, excess insurance agreements, claims processing, and legal defense for any and all claims submitted to it during the plan year. As a member of OSAG, the District is required to pay fees set by OSAG according to an established payment schedule. A portion of the fees paid by the District goes into a loss fund for the District. The fee for the loss fund is calculated by projecting losses based on the school's losses for the last five years. OSAG provides coverage in excess of the loss fund so the District's liability for claim loss is limited to the balance of the loss fund. If the District does not use its loss fund in three years, it is returned to the District with no interest.

The District is also a member of the Oklahoma State School Boards Association (OSSBA) Employment Services program, which helps to cover the cost of unemployment claims. Depending on the level of membership the District elects, the District makes a deposit into an account administered by OSSBA or will make payments periodically as needed. The money contributed by each District earns interest and is fully insured. If the District has claims in excess of the amount in its account, it will be liable for the excess.

7. CONTINGENCIES

Federal Grants

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amounts, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time, although the District expects such amounts, if any, to be immaterial.

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2023

7. CONTINGENCIES – cont'd

Schedule of Expenditure of Federal Awards

The schedule shows the federal awards received and expended by the District during the 2022-23 fiscal year. The revised Uniform Guidance Audits of States, Local Governments and Nonprofit Organizations established uniform audit requirements for nonfederal entities which expended more than \$750,000 in federal awards.

The District did not fall under this threshold during the 2022-23 fiscal year; therefore, the schedule is not required and is for information purposes only.

Litigation

District officials are not aware of any pending or threatened litigation, claims or assessments or unasserted claims or assessments against the District.

SUPPLEMENTARY INFORMATION

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
 COMBINING STATEMENT OF ASSETS, LIABILITIES AND FUND BALANCE -
 ALL CAPITAL PROJECTS FUNDS - REGULATORY BASIS
 JUNE 30, 2023

<u>ASSETS</u>	<u>BUILDING BOND FUND (34)</u>	<u>BUILDING BOND FUND (35)</u>	<u>BUILDING BOND FUND (36)</u>	<u>TOTAL</u>
Cash	\$ 117	90,494	510,177	600,788
 <u>LIABILITIES AND FUND BALANCE</u>				
Liabilities:				
Warrants/checks payable	\$ 0	0	1,746	1,746
Fund Balance:				
Restricted	117	90,494	508,431	599,042
Total Liabilities and Fund Balance	\$ 117	90,494	510,177	600,788

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
 COMBINING STATEMENT OF REVENUES COLLECTED, EXPENDITURES AND CHANGES
 IN CASH FUND BALANCES - ALL CAPITAL PROJECTS FUNDS - REGULATORY BASIS
 FOR THE YEAR ENDED JUNE 30, 2023

	<u>BUILDING BOND FUND (34)</u>	<u>BUILDING BOND FUND (35)</u>	<u>BUILDING BOND FUND (36)</u>	<u>TOTAL</u>
Revenues collected:	<u>\$ 0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Expenditures:				
Instruction			79,684	79,684
Support services			86,042	86,042
Facilities acquisition & construction services			1,807,733	1,807,733
Total expenditures	<u>0</u>	<u>0</u>	<u>1,973,459</u>	<u>1,973,459</u>
Excess of revenues collected over (under) expenditures	0	0	(1,973,459)	(1,973,459)
Cash fund balances, beginning of year	<u>117</u>	<u>90,494</u>	<u>2,481,890</u>	<u>2,572,501</u>
Cash fund balances, end of year	<u>\$ 117</u>	<u>90,494</u>	<u>508,431</u>	<u>599,042</u>

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
 COMBINED STATEMENT OF ASSETS, LIABILITES AND FUND BALANCE -
 ALL FICUCIARY FUND TYPES - REGULATORY BASIS
 JUNE 30, 2023

	<u>EXPENDABLE TRUST FUNDS</u>	<u>AGENCY FUNDS</u>	
	INSURANCE RECOVERY FUND	SCHOOL ACTIVITY FUNDS	<u>TOTAL</u>
<u>ASSETS</u>			
Cash	<u>\$ 0</u>	<u>61,894</u>	<u>61,894</u>
<u>LIABILITIES AND FUND BALANCE</u>			
Liabilities:			
Funds held for school organizations	\$ 0	61,894	61,894
Fund Balance:			
Restricted	<u>0</u>	<u>0</u>	<u>0</u>
Total Liabilities and Fund Balance	<u>\$ 0</u>	<u>61,894</u>	<u>61,894</u>

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
 COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES -
 AGENCY FUNDS - REGULATORY BASIS
 FOR THE YEAR ENDED JUNE 30, 2023

	<u>BALANCE</u> 7-01-22	<u>ADDITIONS</u>	<u>TRANSFERS/ ADJUSTMENTS</u>	<u>DEDUCTIONS</u>	<u>BALANCE</u> 6-30-23
<u>ASSETS</u>					
Cash	\$ 69,619	153,331	0	161,056	61,894
<u>LIABILITIES</u>					
Funds held for school organizations:					
Sports	\$ 15,657	32,035		27,919	19,773
Cheerleaders MS	484	1,221		0	1,705
Concessions	3,000	6,196		4,037	5,159
Class Projects	307	6,504		6,766	45
Daycare	1,827	59,023		58,139	2,711
BoxTops / Target	1,087	81		82	1,086
Band - Students	2,124	13,434		13,320	2,238
Stem Program	4,656	0		1,413	3,243
Willhoite Grant	0	626		549	77
Yearbook	4,030	1,410		5,440	0
Administration	10,738	5,361		10,173	5,926
Library	18,005	14,837		21,091	11,751
Builders Club	3,958	6,057		5,352	4,663
Leadership	2,921	6,546		6,775	2,692
Art Class	825	0		0	825
Total Liabilities	\$ 69,619	153,331	0	161,056	61,894

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
REGULATORY BASIS**

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS - REGULATORY BASIS
PREPARED FOR THE OKLAHOMA STATE DEPARTMENT OF EDUCATION
FOR THE YEAR ENDED JUNE 30, 2023

Federal Grantor / Pass Through Grantor / Program Title	Federal Assistance Listing Number	OCAS Project Number	Program or Award Amount	Balance at 7/1/22	Revenue Collected	Total Expenditures	Balance at 6/30/23
U.S. Department of Education:							
<u>Passed Through State Department of Education:</u>							
Title I Part A	84.010	511	\$ 40,740		12,460	40,740	28,280
Title I Part A, 2021-22	84.010	799		10,104	10,104		
ARP - IDEA-B Flow Through, 2021-22	84.027X	799		29,259	29,259		
ARP - IDEA-B Preschool, 2021-22	84.027X	799		1,660	1,660		
IDEA-B Flow Through	84.027	621	115,439		42,936	115,439	72,503
IDEA-B Flow Through, 2021-22	84.027	799		108,614	108,614		
IDEA-B High Needs Tier II	84.027	627	35,373		24,980	35,373	10,393
IDEA-B High Needs Tier II, 2021-22	84.027	799		21,037	21,037		
IDEA-B Professional Development, 2021-22	84.027	799		1,312	1,312		
IDEA-B Preschool	84.173	641	2,032			2,032	2,032
IDEA-B Preschool, 2021-22	84.173	799		1,953	1,953		
ARP - Reopening Schools Grant	93.323	723	206,022		183,213	201,096	17,883
ARP - Reopening Schools Grant, 2021-22	93.323	799		50,099	50,099		
COVID-19 - Education Stabilization Fund (ESF)							
ESSER II, 2021-22	84.425U	799		20	20		
ESSER II Set Aside, 2021-22	84.425U	799		141,052	141,052		
ESSER III	84.425U	795	138,632		33,924	72,268	38,344
ESSERF	84.425D	799		7,943	7,943		
Total COVID-19 ESF			138,632	149,015	182,939	72,268	38,344
Sub Total			538,238	373,053	670,566	466,948	169,435
U.S. Department of Agriculture:							
<u>Passed Through State Department of Education:</u>							
Child Nutrition Programs Cluster:							
School Breakfast Program	10.553	764			12,747	12,747	
National School Lunch Program	10.555	763			62,853	62,853	
Supply Chain Assistance	10.555	759			27,916	27,916	
Non-Cash Assistance - Commodities	10.555	N/A			18,329	18,329	
Total Child Nutrition Program Cluster					121,845	121,845	
Other Child Nutrition Programs:							
P-EBT	10.649	760			628	628	
Total Federal Assistance			\$ 538,238	373,053	793,039	589,421	169,435

Note 1 - This schedule was prepared on a regulatory basis of accounting consistent with the preparation of the combined financial statements except for the non-cash assistance noted in Note 2.

Note 2 - Food Distribution - Non-cash assistance is reported in this schedule at the fair market value of the commodities received and disbursed.

Note 3 - None of the federal programs include any loan programs, loan guarantee programs, has no sub-recipients and does not use the 10% de minimus indirect cost rate.

OAKDALE DEPENDENT SCHOOL DISTRICT NO. 29, OKLAHOMA COUNTY
STATEMENT OF STATUTORY, FIDELITY AND HONESTY BONDS
FOR THE YEAR ENDED JUNE 30, 2023

<u>BONDING COMPANY</u>	<u>POSITION COVERED</u>	<u>BOND NUMBER</u>	<u>COVERAGE AMOUNT</u>	<u>EFFECTIVE DATES</u>
RLI Surety:	Superintendent	LSM1352260	\$ 100,000	3/1/22 - 1/13/23
	Interim Superintendent	LSM1738316	100,000	1/9/23 - 1/9/24
	Treasurer	LSM0743235	100,000	7/1/22 - 7/1/23
	PE Position Bond:			
	Payroll / Encumbrance / Min. Clerk	RSB8007002	100,000	3/29/23 - 3/29/24
	Activity Fund Custodian	RSB8007002	5,000	3/29/23 - 3/29/24
	Lunch Fund Custodian	RSB8007002	5,000	3/29/23 - 3/29/24
	Principal	RSB8007002	5,000	3/29/23 - 3/29/24

OAKDALE DEPENDENT SCHOOL DIST. NO. 29, OKLAHOMA COUNTY
SCHEDULE OF ACCOUNTANT'S PROFESSIONAL LIABILITY INSURANCE
AFFIDAVIT
JULY 1, 2022 TO JUNE 30, 2023

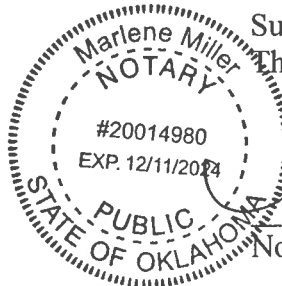
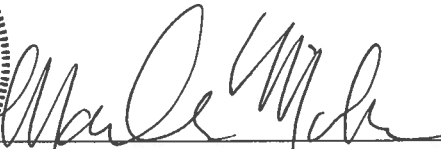
State of Oklahoma)
) ss
County of Tulsa)

The undersigned auditing firm of lawful ages, being first duly sworn on oath says that said firm had in full force and effect Accountant's Professional Liability Insurance in accordance with the "Oklahoma Public School Audit Law" at the time of audit contract and during the entire audit engagement with Oakdale Public Schools for the audit year 2022-23.

Bledsoe, Hewett & Gullekson
Certified Public Accountants, PLLLP
Auditing Firm

By 
Authorized Agent

Subscribed and sworn to before me
This 8th day of December, 2023

 
Notary Public (or Clerk or Judge)

My Commission Expires: 12/11/2024
Commission No. 20014980



BLEDSON, HEWETT & GULLEKSON
CERTIFIED PUBLIC ACCOUNTANTS, PLLLP

Eric M. Bledsoe, CPA
Jeffrey D. Hewett, CPA
Christopher P. Gullekson, CPA

P.O. BOX 1310 • 121 E. COLLEGE ST. • BROKEN ARROW, OK 74013 • (918) 449-9991 • (800) 522-3831 • FAX (918) 449-9779

December 8, 2023

Dr. Carl Johnson, Supt.
Oakdale Public Schools
10901 N. Sooner Rd
Edmond, Oklahoma 73013

Dear Dr. Johnson:

Listed below are audit observations and recommendations from the final audit work we performed for you. Please review them very carefully, along with the review copy of your audit report. If you have questions or desire additional information, please call us so that any discrepancies may be resolved.

The following section contains observations relayed to management that are minor deficiencies which we feel need to be communicated to you so appropriate action may be taken to correct these deficiencies. These items are not included or referred to in your audit report.

Activity Fund

We observed during the audit that pre-numbered admission tickets were not utilized for events which required a gate to be operated. Although admission was charged and there was a subsequent deposit, there were no pre-numbered tickets issued and therefore, a reconciliation of such tickets could not be performed. We recommend for all events in which a gate will be operated that pre-numbered tickets be issued and that a reconciliation of the tickets used to the revenues collected be performed.

Board Minutes

It was observed during the audit that the Board approved employee stipends; however, no amounts were given for these stipends. We recommend that specific information be included for any type of compensation of this manner detailing who received the stipend, what the stipend was for and the amount paid to each employee. This can be included in the minutes or as an attachment that is approved by the Board.

We take this opportunity to thank you and your professional staff for the outstanding cooperation and invaluable assistance you gave us during our recent onsite audit work.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric M. Bledsoe". The signature is fluid and cursive, with a long horizontal stroke at the end.

Eric M. Bledsoe

For

Bledsoe, Hewett & Gullekson
Certified Public Accountants, PLLLP

_____ PUBLIC SCHOOL DISTRICT
_____ COUNTY

**AUDIT COMMENT/RECOMMENDATION/MGMT LETTER
CORRECTIVE ACTION RESPONSE**

Reference Number: _____

Name of Award – Project Number
(Federal Findings) _____

Condition/Finding: _____

Contact Person: _____

Corrective steps that have been implemented and/or the steps that will be implemented.

Completion Date: _____

If a refund is made in relation to this comment please include the mailing date, amount and number of the check for the refund

Mailing Date	Check Number	Amount of Refund
_____ Superintendent's Signature		_____ Date

If the district disagrees with the Audit Comments, Recommendation, Management Letters, Exceptions, etc., this would be noted in the Steps Implemented Section.

_____ PUBLIC SCHOOL DISTRICT
_____ COUNTY

**AUDIT COMMENT/RECOMMENDATION/MGMT LETTER
CORRECTIVE ACTION RESPONSE**

Reference Number: _____

Name of Award – Project Number
(Federal Findings) _____

Condition/Finding: _____

Contact Person: _____

Corrective steps that have been implemented and/or the steps that will be implemented.

Completion Date: _____

If a refund is made in relation to this comment please include the mailing date, amount and number of the check for the refund

Mailing Date	Check Number	Amount of Refund
_____ Superintendent's Signature		_____ Date

If the district disagrees with the Audit Comments, Recommendation, Management Letters, Exceptions, etc., this would be noted in the Steps Implemented Section.

Board Minutes
Oakdale Public School Board of Education Regular Meeting
Tuesday, January 9, 2024 6:00 PM
Fine Arts Building - Auditorium

President-Kimber Shoop

Vice President – Caeli Williams

Clerk – Todd Corbin

Minutes Clerk - Marlene Dunn

1. Routine Items:

- **Call to Order**
- **Roll Call**
- **Establishment of a Quorum**
- **Possible consideration and vote to approve Agenda**

Attendance Taken at 6:00 PM.

Mr. Todd Corbin: Present

Kimber Shoop: Present

Caeli Williams: Present

Present: 3.

Motion to approve agenda. This motion, made by Caeli Williams and seconded by Mr. Todd Corbin, passed.

Mr. Todd Corbin: Yea

Kimber Shoop: Yea

Caeli Williams: Yea

Yea: 3, Nay: 0

2. Pledge of Allegiance & Moment of Silence

3. Public Comment:

All meetings of the Board of Directors shall be open to the public and any regular meeting shall include an opportunity for the public to address the Board. Public Comments are limited to three (3) minutes and must be related to an agenda item or topic. Members of the public wishing to address the board

must sign up before the meeting. Where several people wish to address the same subject, a spokesperson must be selected. The Board President may interrupt and terminate any comments that are not in accordance with any of these criteria or in keeping with Board Policy BED. Board members may not respond to speakers' comments. See attachment.

4. Staff Reports & Presentations

- Superintendent's Report
- Principals' Reports
- Sanctioned Organization Reports, if any

5. Recognitions Oakdale's "Shining Stars" _____

Each month the board honors a student, teacher, staff member, parent volunteer, or donor in order to showcase various examples of excellence being accomplished at Oakdale Schools.

6. Consent Agenda:

The following items concern reports and items of a routine nature normally approved at Board meetings. They will be considered and voted on together as a group with one vote; provided that any Board member may ask that one or more items be considered and voted on separately. The Consent Agenda includes discussion, consideration, and possible action upon the following items:

Motion to approve the consent agenda. This motion, made by Kimber Shoop and seconded by Mr. Todd Corbin, passed.

Mr. Todd Corbin: Yea

Kimber Shoop: Yea

Caeli Williams: Yea

Yea: 3, Nay: 0

1. Approve minutes of the December 12, 2023 regular board meeting.
2. Accept Treasurer's Report including: Financial statements, fund balances, expenditures, revenue, warrants, bank summary, bond reports, and investments) for the month ending ____.
3. Approve Encumbrances
4. General Fund Payments #1346-#1483
 1. Child Nutrition Payments are included with General Fund Payments
5. Building Fund Payments #112-#122
6. Activity Fund #135-#163
7. **No Payments Bond 35**
8. Bond 36 Payments #13-#13

7. Business Action Items: The following items will be considered, discussed, and possible action may be taken on each one separately.

Motion not to approve not going into executive session. This motion, made by Mr. Todd Corbin and seconded by Caeli Williams, passed.

Mr. Todd Corbin: Yea

Kimber Shoop: Yea

Caeli Williams: Yea

Yea: 3, Nay: 0

1. Discussion, consideration, and possible action on 2024 - 2025 academic calendar.

Motion to approve the 2024 - 2025 academic calendar. This motion, made by Kimber Shoop and seconded by Mr. Todd Corbin, passed.

Mr. Todd Corbin: Yea

Kimber Shoop: Yea

Caeli Williams: Yea

Yea: 3, Nay: 0

2. Discussion, consideration, and possible action on Oakdale Teacher Assistance Program and budget. Motion to approve the Oakdale Teacher Assistance Program and budget. This motion, made by Kimber Shoop and seconded by Caeli Williams, passed.

Mr. Todd Corbin: Yea

Kimber Shoop: Yea

Caeli Williams: Yea

Yea: 3, Nay: 0

3. Discussion, consideration, and possible action on memorandum of understanding with Church of Christ at Oakdale for shared parking.

Motion to approve the memorandum of understanding with Church of Christ at Oakdale for shared parking. This motion, made by Kimber Shoop and seconded by Caeli Williams, passed.

Mr. Todd Corbin: Yea

Kimber Shoop: Yea

Caeli Williams: Yea

Yea: 3, Nay: 0

8. Proposed Executive Session: Motion to enter into executive session to: A.) Discuss hiring of Paraprofessional aide for SPED pursuant to 25 O.S. Section 307 (B)(1); B.) C.)

1. Vote to convene or not convene into executive session.

The board voted not to convene into executive session. This motion, made by Mr. Todd Corbin and seconded by Caeli Williams, passed.

Mr. Todd Corbin: Yea

Kimber Shoop: Yea

Caeli Williams: Yea

Yea: 3, Nay: 0

2. Acknowledge return to open session.

No executive session

3. Executive session compliance announcement.

No executive session

4. Vote on employment of a paraprofessional aide for the SPED program.

Motion to approve the employment of a paraprofessional aide for the SPED program. This motion, made by Mr. Todd Corbin and seconded by Caeli Williams, passed.

Mr. Todd Corbin: Yea

Kimber Shoop: Yea

Caeli Williams: Yea

Yea: 3, Nay: 0

9. Adjourn: Possible consideration, discussion, and vote to adjourn.

Motion to adjourn school board meeting @ 6:26 p.m. This motion, made by Kimber Shoop and seconded by Mr. Todd Corbin, passed.

Mr. Todd Corbin: Yea

Kimber Shoop: Yea

Caeli Williams: Yea

Yea: 3, Nay: 0



Oakdale School
55-C029

FY24 Financial Report
1/31/2024

Oakdale Public School
Cash Balances - Appropriated Funds
January 31, 2024

	Less:		Cash Balances	Comparison	Comparison
	Balance	O/S Warrants			
	12/31/2023	12/31/2023	12/31/2023	12/31/2022	12/31/2021
General Fund					
FY 2023-24	2,767,215.60	21,158.53	2,746,057.07		
FY 2022-23	290.88	290.88	-		
Total	2,767,506.48	21,449.41	2,746,057.07	2,884,132.35	2,318,928.15
Building Fund					
FY 2023-24	154,483.82	2,153.00	152,330.82		
FY 2022-23	2,153.00	157.50	1,995.50		
Total	156,636.82	2,310.50	154,326.32	129,712.99	127,999.47
Building Bond Funds					
BBF (Fund 34)	117.48	-	117.48		
BBF (Fund 35)	90,493.80	-	90,493.80		
BBF (Fund 36)	241,910.27	-	241,910.27		
Total	332,521.55	-	332,521.55	564,356.72	4,124,191.35
Sinking Fund	1,894,866.67	-	1,894,866.67	3,173,970.15	2,174,452.62
Total Cash Balances	5,151,531.52	23,759.91	5,127,771.61	6,752,172.21	8,745,571.59

**All Appropriated Funds
Treasurer's Activity
7/1/2023 to 1/31/2024**

<u>ASSETS</u>	Beginning Balance	Deposits	Net Transfers	Disbursements	Ending Balance
FNB of MWC					
Checking - General Fund	2,218,322.64	7,208,701.71	(521.44)	4,274,971.39	5,151,531.52
Fiscal Agent - Sinking Fund	-	-	-	-	-
Total Assets	2,218,322.64	7,208,701.71	(521.44)	4,274,971.39	5,151,531.52
<u>LIABILITIES</u>					
General Fund					
2023-24 FY	1,305,880.61	4,856,537.27	(521.44)	3,394,680.84	2,767,215.60
2022-23 FY	88,410.93	-	-	88,120.05	290.88
Total General Fund	1,394,291.54	4,856,537.27	(521.44)	3,482,800.89	2,767,506.48
Building Fund					
2023-24 FY	100,259.83	544,856.38	-	490,632.39	154,483.82
2022-23 FY	31,486.63	-	-	29,333.63	2,153.00
Total Building Fund	131,746.46	544,856.38	-	519,966.02	156,636.82
Building Bond Funds					
BBF (Fund 34)	117.48	-	-	-	117.48
BBF (Fund 35)	90,493.80	-	-	-	90,493.80
BBF (Fund 36)	510,177.25	-	-	268,266.98	241,910.27
Total BBF	600,788.53	-	-	268,266.98	332,521.55
Sinking Fund					
	91,496.11	1,807,308.06	-	3,937.50	1,894,866.67
Total Liabilities	2,218,322.64	7,208,701.71	(521.44)	4,274,971.39	5,151,531.52
<u>Investment Report</u>	15,705.00				

**General Fund Expenditures
January 31, 2024**

	FY22 Expenditures		FY23 Expenditures		FY24 Expenditures	
	Payroll	Non-Payroll	Payroll	Non-Payroll	Payroll	Non-Payroll
July	58,841.77	98,858.68	77,794.12	61,766.68	81,438.09	40,930.41
August	232,033.80	81,888.65	242,864.01	156,990.00	281,869.17	92,218.51
September	410,250.76	75,701.98	429,723.97	75,597.43	494,019.04	118,970.01
October	423,288.82	119,191.75	431,232.62	53,610.79	497,568.87	96,498.73
November	421,057.70	88,063.27	427,396.43	61,073.98	493,481.45	60,779.47
December	418,434.39	68,703.38	493,729.34	48,635.82	507,118.70	107,266.90
January	422,218.11	54,799.30	406,401.85	41,790.94	496,680.43	46,999.59
February	427,343.57	41,853.76	414,468.83	66,940.50		
March	419,101.03	44,395.89	415,419.44	47,019.39		
April	432,544.61	47,063.92	431,337.94	70,405.37		
May	1,320,988.62	61,259.21	425,403.96	83,373.67		
June	79,779.12	43,159.70	973,650.87	56,591.76		
TOTALS	5,065,882.30	824,939.49	5,169,423.38	823,796.33	2,852,175.75	563,663.62
		5,890,821.79		5,993,219.71	2,852,175.75	3,415,839.37
YTD Comparison						
	FY22 Expenditures		FY23 Expenditures		FY24 Expenditures	
	Payroll	Non-Payroll	Payroll	Non-Payroll	Payroll	Non-Payroll
July	58,841.77	98,858.68	77,794.12	61,766.68	81,438.09	40,930.41
August	232,033.80	81,888.65	242,864.01	156,990.00	281,869.17	92,218.51
September	410,250.76	75,701.98	429,723.97	75,597.43	494,019.04	118,970.01
October	423,288.82	119,191.75	431,232.62	53,610.79	497,568.87	96,498.73
November	421,057.70	88,063.27	427,396.43	61,073.98	493,481.45	60,779.47
December	418,434.39	68,703.38	493,729.34	48,635.82	507,118.70	107,266.90
January	422,218.11	54,799.30	406,401.85	41,790.94	496,680.43	46,999.59
February						
March						
April						
May						
June						
TOTALS	2,386,125.35	587,207.01	2,509,142.34	499,465.64	2,852,175.75	563,663.62
		2,973,332.36		3,008,607.98		3,415,839.37

**Oakdale Public School
General Fund Expenditures
January 31, 2024**

Personnel Expenses		2023-24	JANUARY	2023-24	% of YTD
OBJECT	DESCRIPTION	BUDGET	2024	YEAR-TO-DATE	TO BUDGET
100-299	Personnel	5,895,456.46	496,680.43	2,852,175.75	48.38%
	Total Personnel	5,895,456.46	496,680.43	2,852,175.75	48.38%
Non-Personnel Expenses					
310	Administrative Services	41,856.78	10,000.00	26,856.78	64.2%
320	Professional Education Services	52,787.00	10,412.75	31,065.75	58.9%
331	Accounting & Audit Services	11,062.80	-	6,697.70	60.5%
336	Medical Services	38,767.50	4,422.50	19,979.86	51.5%
337	Othe Professional Services	3,500.00	453.75	3,520.00	100.6%
340	Technical Services	2,931.21	-	-	0.0%
344	Game Security Services	68,158.75	1,581.25	34,702.50	50.9%
346	Technology Services	42,431.89	1,552.00	27,507.00	64.8%
358	Legal Services	5,000.00	-	1,139.30	22.8%
359	Employee Training	12,765.00	-	11,544.00	90.4%
410	Utility Services	2,109.47	1,051.95	3,161.42	149.9%
420	Cleaning Services	76,825.00	-	-	0.0%
426	Lawn Care Services	3,906.58	-	-	0.0%
430	Repairs and Maintenance	152.00	-	-	0.0%
434	Electrical Services	1,225.46	-	1,225.46	100.0%
440	Rentals	5,963.57	-	5,462.36	91.6%
515	Student Lodging	920.00	-	920.00	100.0%
522	Liability Insurance	10,798.00	-	8,094.00	75.0%
524	Vehicle Insurance	9,037.00	-	7,771.00	86.0%
525	Surety Bonds	1,602.50	-	1,100.00	68.6%
529	Oth Insurance Services	30.00	-	-	0.0%
530	Communication Services	51,596.40	81.97	28,952.15	56.1%
540	Advertising	464.40	-	464.40	100.0%
550	Printing and Binding	1,982.86	-	-	0.0%
580	Staff Travel	1,204.23	-	283.40	23.5%
611	Copy Supplies	11,823.25	-	284.00	2.4%
612	Automotive & Bus Supplies	9,343.96	-	4,557.35	48.8%
614	Testing Supplies	7,152.67	-	3,570.00	49.9%
616	First Aid	2,360.15	-	1,534.83	65.0%
617	Kitchen Supplies	12,784.21	204.00	3,943.59	30.8%
618	Maintenance Supplies	9,661.58	1,213.56	10,875.14	112.6%
619	Classroom/Office Supplies	34,858.29	784.94	18,244.35	52.3%
625	Gasoline	16,745.47	1,152.77	8,953.41	53.5%
630	Food and Milk	118,765.16	8,690.11	66,859.87	56.3%
639	Other Food Costs	7,919.28	600.33	5,336.52	67.4%
641	Books	8,994.88	1,017.42	9,679.27	107.6%
643	Textbooks	69,318.51	-	53,506.95	77.2%
644	SUPP Textbooks	3,263.12	-	-	0.0%
645	Workbooks	1,401.30	-	1,345.30	96.0%
652	Audiovisual	6,111.69	-	537.00	8.8%
653	Technology Related Supplies	90,039.53	39.59	79,371.48	88.2%
654	Furniture and Fixtures	16,174.05	-	11,988.60	74.1%
657	Uniforms	1,200.00	-	1,153.84	96.2%
810	Dues and Fees	14,252.50	3,400.89	9,656.09	67.8%
850	Game Contracts & Guarantees	3,650.00	-	3,250.00	89.0%
860	Staff Registration & Tuition	360.00	-	180.00	50.0%
890	Other Misc Expenditure	58.25	-	58.25	100.0%
870	County Assessments/Revaluation Fees	47,673.92	-	47,673.92	100.0%
930	Reimbursement	636.00	-	289.50	45.5%
	Total Non-Personnel	941,626.17	46,999.59	563,663.62	59.9%
	TOTALS	6,837,082.63	543,680.02	3,415,839.37	50.0%

**Oakdale Public School
Summary of Monthly Revenue - By Fund
2023-24 FY**

Month	Total	General Fund	Building Fund	BBF (Fund 34)	BBF (Fund 35)	BBF (Fund 36)	Sinking Fund
7-2023	52,837.40	39,206.63	3,036.51				10,594.26
8	361,901.30	340,557.06	4,753.30				16,590.94
9	140,985.48	128,630.66	2,745.99				9,608.83
10	88,858.82	88,750.31	26.60				81.91
11	98,054.37	91,375.78	1,491.72				5,186.87
12	1,392,985.11	923,466.82	108,861.76				360,656.53
1-2024	5,073,079.23	3,244,550.01	423,940.50				1,404,588.72
2	0.00						
3	0.00						
4	0.00						
5	0.00						
6	0.00						
Total	7,208,701.71	4,856,537.27	544,856.38	0.00	0.00	0.00	1,807,308.06

**Oakdale Public School
Warrants Issued By Month - By Fund
2023-24 FY**

Month	Total	<u>General Fund</u> 2023-24 FY	<u>Building Fund</u> 2023-24 FY	(Fund 34) BBF	(Fund 35) BBF	(Fund 36) BBF	Sinking Fund
7-2023	328,211.65	122,368.50	205,843.15				
8	435,158.11	374,087.68	29,035.44			32,034.99	
9	725,950.56	612,989.05	80,105.51			32,856.00	
10	703,040.23	594,067.60	62,162.88			46,809.75	
11	721,360.11	554,260.92	52,035.69			111,126.00	3,937.50
12	648,818.15	614,385.60	34,432.55				
1-2024	614,548.68	543,680.02	27,174.67			43,693.99	
2	0.00						
3	0.00						
4	0.00						
5	0.00						
6	0.00						
Totals	4,177,087.49	3,415,839.37	490,789.89	0.00	0.00	266,520.73	3,937.50

**Oakdale Public School
Warrants Paid By Month - By Fund
2023-24 FY**

Month	Total	General Fund		Building Fund		(Fund 34)	(Fund 35)	(Fund 36)	Sinking Fund
		2023-24 FY	2022-23 FY	2023-24 FY	2022-23 FY	BBF	BBF	BBF	
7-2023	422,721.17	122,368.50	63,429.64	205,843.15	29,333.63			1,746.25	
8	451,633.20	366,654.68	24,658.09	28,285.44				32,034.99	
9	720,210.73	606,499.22		80,855.51				32,856.00	
10	697,034.01	588,061.38		62,162.88				46,809.75	
11	663,187.74	496,088.55		52,035.69				111,126.00	3,937.50
12	562,561.31	528,368.94	32.32	34,160.05					
1-2024	757,623.23	686,639.57		27,289.67				43,693.99	
2	0.00								
3	0.00								
4	0.00								
5	0.00								
6	0.00								
Total	4,274,971.39	3,394,680.84	88,120.05	490,632.39	29,333.63	0.00	0.00	268,266.98	3,937.50

**Oakdale Public School
Warrant Accounts - By Funds
2023-24 FY**

2023-24 FY	Total	General	Building	BBF (34)	BBF (35)	BBF (36)	Sinking (41)
O/S @ 7/01/23	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Issued to Date	4,177,087.49	3,415,839.37	490,789.89	0.00	0.00	266,520.73	3,937.50
Less: Paid to Date	4,155,771.46	3,394,680.84	490,632.39	0.00	0.00	266,520.73	3,937.50
O/S @ 1/31/2024	21,316.03	21,158.53	157.50	0.00	0.00	0.00	0.00

2022-23 FY	Total	General	Building	BBF (34)	BBF (35)	BBF (36)	Sinking (41)
O/S @ 7/01/23	121,643.81	88,410.93	31,486.63	0.00	0.00	1,746.25	0.00
Issued to Date	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Less: Paid to Date	119,199.93	88,120.05	29,333.63	0.00	0.00	1,746.25	0.00
O/S @ 1/31/2024	2,443.88	290.88	2,153.00	0.00	0.00	0.00	0.00

All Years	Total	General	Building	BBF (34)	BBF (35)	BBF (36)	Sinking (41)
O/S @ 7/01/23	121,643.81	88,410.93	31,486.63	0.00	0.00	1,746.25	0.00
Issued to Date	4,177,087.49	3,415,839.37	490,789.89	0.00	0.00	266,520.73	3,937.50
Less: Paid to Date	4,274,971.39	3,482,800.89	519,966.02	0.00	0.00	268,266.98	3,937.50
O/S @ 1/31/2024	23,759.91	21,449.41	2,310.50	0.00	0.00	0.00	0.00

**Oakdale Public Schools
Bank Summary
General Fund
2023-24 FY**

<u>Month</u>	<u>Beginning Balance</u>	<u>Deposits</u>	<u>Transfers In</u>	<u>Transfers Out</u>	<u>Disbursements</u>	<u>Ending Balance</u>
7-2023	2,218,322.64	52,837.40		GW 80.40 SC 35.00	422,721.17	1,848,323.47
8	1,848,323.47	361,901.30		GW 93.01 SC 35.00	451,633.20	1,758,463.56
9	1,758,463.56	140,985.48		GW 80.40 SC 35.00	720,210.73	1,179,122.91
10	1,179,122.91	88,858.82		GW 0.00 SC 35.00	697,034.01	570,977.36
			64.64 DD1			
11	570,977.36	98,054.37		GW 0.00 SC 35.00	663,187.74	5,808.99
12	5,808.99	1,392,985.11		SC 35.00	562,561.31	836,110.52
			52,361.78 NP1			
			184,000.00 NP1			
				NP2 236,361.78		
				NP3 87.27		
1-2024	836,110.52	5,073,079.23		GW SC 35.00	757,623.23	5,151,531.52
2				GW		0.00
3				SC		0.00
4				GW		0.00
5				SC		0.00
6				GW		0.00
				SC		0.00
Total	<u><u>2,218,322.64</u></u>	<u><u>7,208,701.71</u></u>	<u><u>236,426.42</u></u>	<u><u>236,947.86</u></u>	<u><u>4,274,971.39</u></u>	<u><u>5,151,531.52</u></u>

RC = Returned checks

SC = Bank service charges-ACH/POS PAY

GW = Gateway and Credit Card Processing

BC = Bank Correction

DD1=Direct Deposit Error

BOND PRINCIPAL AND INTEREST SCHEDULE 1/31/2024

BUILDING BONDS of 2018 JUNE 1, 2018 - \$4,735,000.00

Date	Principal	Interest	Total	Date Paid	Notes
6/1/2019	\$ -	\$ 121,375.00	\$ 121,375.00	5/30/2019	
12/1/2019	\$ -	\$ 60,687.50	\$ 60,687.50	11/22/2019	
6/1/2020	\$ 1,135,000.00	\$ 60,687.50	\$ 1,195,687.50	5/28/2020	
12/1/2020	\$ -	\$ 46,500.00	\$ 46,500.00	11/30/2020	
6/1/2021	\$ 1,200,000.00	\$ 46,500.00	\$ 1,246,500.00	5/28/2021	
12/1/2021	\$ -	\$ 31,500.00	\$ 31,500.00	11/30/2021	
6/1/2022	\$ 1,200,000.00	\$ 31,500.00	\$ 1,231,500.00	5/26/2022	
12/1/2022	\$ -	\$ 15,750.00	\$ 15,750.00	11/28/2022	
6/1/2023	\$ 1,200,000.00	\$ 15,750.00	\$ 1,215,750.00	5/26/2023	BOND RETIRED

BUILDING BONDS of 2021 JUNE 1, 2021 \$4,500,000.00

Date	Principal	Interest	Total	Date Paid	Notes
6/1/2022	\$ -	\$ 20,250.00	\$ 20,250.00	5/26/2022	
12/1/2022		\$ 10,125.00	\$ 10,125.00	11/28/2022	
6/1/2023	\$ 2,250,000.00	\$ 10,125.00	\$ 2,260,125.00	5/26/2023	
12/1/2023	\$ -	\$ 3,937.50	\$ 3,937.50	11/28/2023	
6/1/2024	\$ 2,250,000.00	\$ 3,937.50	\$ 2,253,937.50		RETIRES BOND

Payment Register

Options: Year: 2023-2024, Fund: GEN FUND-FOR OP, Date Range: 1/18/2024 - 2/13/2024, Print Payroll Payments: False,
Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
1594	01/18/2024	1054	CCOSA				\$125.00
1595	01/18/2024	4155	CITY OF OKLAHOMA CITY				\$1,051.95
1596	01/18/2024	4451	CORTLAND B GLOVER				\$453.75
1597	01/18/2024	3387	ED ADMIN SRVS, INC				\$10,000.00
1598	01/18/2024	4465	ERIC RYAN LONG				\$220.00
1599	01/18/2024	4079	ON BROADWAY PIZZA CO				\$1,120.50
1600	01/18/2024	4580	NICKOLAUS WOOTEN				\$453.75
1601	01/18/2024	4503	TRAYVION A JONES				\$453.75
1602	01/18/2024	4564	WADE SPENCE				\$453.75
1714	02/02/2024	4465	ERIC RYAN LONG				\$1,650.00
1715	02/02/2024	4597	JASON ALEXANDER SUITOR				\$453.75
1716	02/02/2024	4353	KARCH BULLARD				\$783.75
1717	02/02/2024	4079	ON BROADWAY PIZZA CO				\$1,061.25
1718	02/02/2024	1038	PRECISION BUSINESS MACHINES,				\$1,504.75
1719	02/02/2024	4601	STEFANO MONTOYA				\$453.75
1720	02/02/2024	4297	STEVEN JOHNSON				\$525.00
1721	02/02/2024	4503	TRAYVION A JONES				\$453.75
1722	02/02/2024	4564	WADE SPENCE				\$453.75
1723	02/09/2024	58	AT&T MOBILITY				\$81.97
1724	02/09/2024	4557	BEN E KEITH COMPANY				\$8,385.59
1725	02/09/2024	3795	BIMBO BAKERIES USA				\$603.96
1726	02/09/2024	3488	BUDDY'S PRODUCE, INC.				\$1,260.99
1727	02/09/2024	4586	CHICKASAW PERSONAL COMM, I				\$19,959.37
1728	02/09/2024	3667	COLLECT ED				\$300.00
1729	02/09/2024	3950	COMFORT WORKS INC				\$1,752.50
1730	02/09/2024	3484	CONTRACT PAPER GROUP, INC.				\$2,785.65
1731	02/09/2024	70018	OKLAHOMA DEPT. OF HUMAN S				\$679.62
1732	02/09/2024	3709	EDMOND MUSIC				\$873.99
1733	02/09/2024	4414	EXCEL FOOD MART, INC				\$751.86
1734	02/09/2024	3737	FOLLETT SCHOOL SOLUTIONS LLC				\$30.95
1735	02/09/2024	494	THE HOME DEPOT				\$809.76
1736	02/09/2024	5	SYLOGISTEd, Inc.				\$259.05
1737	02/09/2024	4366	JULIE B MOORE, OTR/L				\$1,575.00
1738	02/09/2024	3588	OK JUNIOR ACADEMIC BOWL AS				\$150.00
1739	02/09/2024	96	OKLAHOMA COUNTY ELECTION				\$1,995.65
1740	02/09/2024	67	OSSBA				\$60.00
1741	02/09/2024	3289	TEEL OSWALD, M.ED				\$350.00
1742	02/09/2024	941	GOVERNMENT ACCOUNT SERVIC				\$12.35
1743	02/09/2024	334	PENDER'S MUSIC CO.				\$748.03
1744	02/09/2024	4042	HILAND DAIRY FOODS COMPANY				\$2,354.40
1745	02/09/2024	3247	PRINT FINISHING SYSTEMS				\$227.72
1746	02/09/2024	3693	PROSPERITY BANK				\$2,211.36
1747	02/09/2024	4341	QUO VADIMUS TECH LLC				\$8,230.00
1748	02/09/2024	4252	RIVERSIDE INSIGHTS				\$2,696.75
1749	02/09/2024	3637	SHELLEY RYLAND				\$5,103.00
1750	02/09/2024	3148	TREATS SOLUTIONS				\$88.50
1751	02/09/2024	4224	VIDEO REALITY				\$177.70
1752	02/09/2024	4010	CAPITAL ONE				\$164.00
1753	02/09/2024	67	OSSBA				\$600.00

Payment Register

Options: Year: 2023-2024, Fund: GEN FUND-FOR OP, Date Range: 1/18/2024 - 2/13/2024, Print Payroll Payments: False,
Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
1754	02/09/2024	4341	QUO VADIMUS TECH LLC				\$43,289.40
1755	02/09/2024	3932	GREEN COUNTRY ELECTRIC AND				\$311.50
1756	02/09/2024	4000	GREENTURF INC				\$2,725.00
1757	02/09/2024	4079	ON BROADWAY PIZZA CO				\$1,112.75
1758	02/13/2024	4155	CITY OF OKLAHOMA CITY				\$927.32
1759	02/13/2024	3352	CLASSIC PAPER SUPPLY, INC.				\$306.03
1760	02/13/2024	3932	GREEN COUNTRY ELECTRIC AND				\$509.00
1761	02/13/2024	3621	PROFESSIONAL OKLAHOMA EDU				\$80.00
1762	02/13/2024	119	SAM'S CLUB MC/SYNCB				\$1,651.53
1763	02/13/2024	326	WALKER STAMP & SEAL				\$49.00
Non-Payroll Total:							\$137,913.45
Payroll Total:							\$504,616.23
Balance Foward:							\$3,152,520.84
Total:							\$3,795,050.52



Corporate Account Name: OAKDALE SCHOOL
Account Name: OAKDALE SCHOOL

Corporate Number: 00005015
Account Ending In: 1955

Corporate Account Summary

Previous Account Balance	\$3,184.24	Statement Closing Date	01/31/2024
Payments and Credits	\$3,234.44	Days This Period	31
Purchases and Debits	\$4,507.69	Credit Limit	\$20,000.00
Cash Advances	\$0.00	Available Credit	\$15,295.00
Fees	\$0.00	Cash Limit	\$0.00
Finance Charges	\$0.00	Available Cash	\$0.00
New Ending Balance	\$4,457.49	Payment Due Date	02/26/2024
Total Amount of Disputes	\$0.00	Payment Amount Due	\$4,457.49

Total Due

Questions? View your account information online at www.prosperitybankusa.com or call our Customer Service Center toll free at 1-855-340-8771 or international phone number at 1-301-945-5745.

Send Billing Inquiries and Correspondence to:
 P.O. Box 2087, Omaha, NE 68103-2087

Mail Payments to: Prosperity Bank, Department #351, P. O. Box 21228, Tulsa, OK 74121-1228

Important Information

THANK YOU FOR CHOOSING PROSPERITY BANK FOR YOUR CREDIT CARD NEEDS.

General Fund \$ 2,211.36
Activity Fund 245.16
Foundation 2,000.97

Prosperity Bank
 402 Cypress St. Suite 100
 Abilene, TX 79601-5123



Account Ending In 1955
Payment Due Date 02/26/2024
New Balance \$4,457.49
Minimum Payment Due \$4,457.49

Make Check Payable To: \$ 4,457.49

OAKDALE SCHOOL
 10901 N SOONER RD
 EDMOND OK 73013-8304



Prosperity Bank
 Department #351
 P.O. Box 21228
 Tulsa, OK 74121-1228



Account Name: OAKDALE SCHOOL

Account Number Ending In: 1955

Corporate Account Activity
OAKDALE SCHOOL
Card Ending In 1955

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
01/16	01/16	7421703D000XSRZE1	PAYMENT BY MAIL ABILENE TX	3,184.24-
Total Activity				3,184.24-
Total Fees This Period				0.00
01/31	01/31		Interest Charge on Purchases	0.00
01/31	01/31		Interest Charge on Cash Advances	0.00
Total Interest This Period				0.00

Cardholder Account Activity
MARLENE DUNN
Card Ending In 4392
Total Amount \$3,318.85

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
01/25	01/25	7469216D92YRP80HQ	AMZN Mktp US Amzn.com/bill WA CREDIT	50.20-
01/25	01/25		PURCHASE ID:	
01/25	01/25		ORDER DATE :000000	
01/01	12/31	2449215BDMN4T4BWD	DIGITALSPACE 888-740-0502 NV	10.00
01/01	12/31		PURCHASE ID:	
01/01	12/31		ORDER DATE :12/31/2023	
01/06	01/06	2400097QPSXR64Z3A	COUNTRY INN & SUITES N NORMAN OK	66.30
01/06	01/06		CHECK IN:01-05-2024 NUMBER OF NIGHTS:0000	
01/06	01/06		DAILY RATE: 0.00	
01/06	01/06		PURCHASE ID:	
01/06	01/06		ORDER DATE :000000	
01/06	01/06	2400097QPSXR64Z3W	COUNTRY INN & SUITES N NORMAN OK	66.30
01/06	01/06		CHECK IN:01-05-2024 NUMBER OF NIGHTS:0000	
01/06	01/06		DAILY RATE: 0.00	
01/06	01/06		PURCHASE ID:	
01/06	01/06		ORDER DATE :000000	
01/06	01/06	2400097QPSXR64Z32	COUNTRY INN & SUITES N NORMAN OK	66.30
01/06	01/06		CHECK IN:01-05-2024 NUMBER OF NIGHTS:0000	
01/06	01/06		DAILY RATE: 0.00	
01/06	01/06		PURCHASE ID:	
01/06	01/06		ORDER DATE :000000	
01/06	01/06	2400097QPSXR64Z4Q	COUNTRY INN & SUITES N NORMAN OK	61.20
01/06	01/06		CHECK IN:01-05-2024 NUMBER OF NIGHTS:0000	
01/06	01/06		DAILY RATE: 0.00	
01/06	01/06		PURCHASE ID:	
01/06	01/06		ORDER DATE :000000	
01/06	01/06	2400097QPSXR64Z44	COUNTRY INN & SUITES N NORMAN OK	66.30
01/06	01/06		CHECK IN:01-05-2024 NUMBER OF NIGHTS:0000	
01/06	01/06		DAILY RATE: 0.00	

*Credit
 Acct.
 Fund*



Account Name: OAKDALE SCHOOL

Account Number Ending In: 1955

Cardholder Account Activity (continued)

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
01/06	01/06		PURCHASE ID:	
01/06	01/06		ORDER DATE :000000	
01/06	01/06	2400097QPSXR64Z5D	COUNTRY INN & SUITES N NORMAN OK	66.30 ✓
01/06	01/06		CHECK IN:01-05-2024 NUMBER OF NIGHTS:0000	
01/06	01/06		DAILY RATE: 0.00	
01/06	01/06		PURCHASE ID:	
01/06	01/06		ORDER DATE :000000	
01/06	01/06	2400097QPSXR64Z5M	COUNTRY INN & SUITES N NORMAN OK	61.20 ✓
01/06	01/06		CHECK IN:01-05-2024 NUMBER OF NIGHTS:0000	
01/06	01/06		DAILY RATE: 0.00	
01/06	01/06		PURCHASE ID:	
01/06	01/06		ORDER DATE :000000	
01/06	01/06	2400097QPSXR64Z55	COUNTRY INN & SUITES N NORMAN OK	66.30 ✓
01/06	01/06		CHECK IN:01-05-2024 NUMBER OF NIGHTS:0000	
01/06	01/06		DAILY RATE: 0.00	
01/06	01/06		PURCHASE ID:	
01/06	01/06		ORDER DATE :000000	
01/08	01/08	2469216QR352Y7YVL	AMZN Mktp US*TK8LM36Z2 Amzn.com/bill WA	259.95
01/08	01/08		PURCHASE ID:	
01/08	01/08		ORDER DATE :000000	
01/09	01/09	2469216QT364GG09Q	AMZN Mktp US*TK13P4IO2 Amzn.com/bill WA	20.95 ✓
01/09	01/09		PURCHASE ID:	
01/09	01/09		ORDER DATE :000000	
01/10	01/10	2469216QS36BGNVAH	AMZN Mktp US*TK2ZJ1701 Amzn.com/bill WA	30.99
01/10	01/10		PURCHASE ID:	
01/10	01/10		ORDER DATE :000000	
01/11	01/11	2401134QV000Q599G	AMAZON RET* 114-291816 WWW.AMAZON.CO WA	44.94
01/11	01/11	2469216QV2XRWXJTK	AMZN Mktp US*RT8CC5SD0 Amzn.com/bill WA	11.98
01/11	01/11		PURCHASE ID:	
01/11	01/11		ORDER DATE :000000	
01/11	01/11	2469216QV2YBRL77Q	AMZN Mktp US*RT1NB8TH2 Amzn.com/bill WA	34.95 ✓
01/11	01/11		PURCHASE ID:	
01/11	01/11		ORDER DATE :000000	
01/11	01/11	2469216QV2Y5HYEJ0	AMZN Mktp US*RT00957Y0 Amzn.com/bill WA	45.27
01/11	01/11		PURCHASE ID:	
01/11	01/11		ORDER DATE :000000	
01/11	01/11	2469216QV2Y8TD5V5	AMZN Mktp US*RT5QV3JW2 Amzn.com/bill WA	144.98
01/11	01/11		PURCHASE ID:	
01/11	01/11		ORDER DATE :000000	
01/12	01/12	2400097QWVLM929P8	LOCKE SUPPLY 405-3419090 OK	211.54
01/12	01/12		PURCHASE ID:	
01/12	01/12		ORDER DATE :000000	
01/12	01/12	2469216QW2YTNAFH2	AMZN Mktp US*RT2MY4WHO Amzn.com/bill WA	52.84 ✗
01/12	01/12		PURCHASE ID:	
01/12	01/12		ORDER DATE :000000	



Account Name: OAKDALE SCHOOL

Account Number Ending In: 1955

Cardholder Account Activity (continued)

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
01/14	01/14	2469216QY30AB3V89	Amazon.com*R81KZ4JN0 Amzn.com/bill WA	45.15
01/14	01/14		PURCHASE ID:	
01/14	01/14		ORDER DATE :000000	
01/14	01/14	2469216QY30J3R50S	AMZN Mktp US*RT5WB3622 Amzn.com/bill WA	85.10
01/14	01/14		PURCHASE ID:	
01/14	01/14		ORDER DATE :000000	
01/15	01/15	2469216QZ30Y41M63	AMZN Mktp US*RT1VR5SM2 Amzn.com/bill WA	242.19
01/15	01/15		PURCHASE ID:	
01/15	01/15		ORDER DATE :000000	
01/17	01/17	2401134D10017DHR1	VENTRIS LEARNING HTTPSWWW.VENT WI	160.00
01/17	01/17	2469216D132GNAKNB	AMZN Mktp US*RT4XN1U91 Amzn.com/bill WA	75.31
01/17	01/17		PURCHASE ID:	
01/17	01/17		ORDER DATE :000000	
01/21	01/21	2443106D52DYWAQ3R	AMAZON.COM*R00LZ8AM0 SEATTLE WA	26.74
01/21	01/21		PURCHASE ID:	
01/21	01/21		ORDER DATE :01/21/2024	
01/21	01/21	2469216D535BFTE2N	AMZN Mktp US*R88R09882 Amzn.com/bill WA	18.99
01/21	01/21		PURCHASE ID:	
01/21	01/21		ORDER DATE :000000	
01/21	01/21	2469216D5359RJ07N	AMZN Mktp US*R84M11GA1 Amzn.com/bill WA	125.18
01/21	01/21		PURCHASE ID:	
01/21	01/21		ORDER DATE :000000	
01/24	01/24	2469216D82YB56SK7	AMZN Mktp US*R009A52X0 Amzn.com/bill WA	47.39
01/24	01/24		PURCHASE ID:	
01/24	01/24		ORDER DATE :000000	
01/24	01/24	2469216D82Y5B0J1H	AMZN Mktp US*R03JJ3DX0 Amzn.com/bill WA	15.99
01/24	01/24		PURCHASE ID:	
01/24	01/24		ORDER DATE :000000	
01/26	01/26	2401134DA000P5Z60	AMAZON RET* 114-892127 WWW.AMAZON.CO WA	207.89
01/27	01/27	2469216DB30D5243M	AMZN Mktp US*R22Q44450 Amzn.com/bill WA	129.99
01/27	01/27		PURCHASE ID:	
01/27	01/27		ORDER DATE :000000	
01/28	01/28	2469216DQ316VFAXR	Amazon.com*R00422XU1 Amzn.com/bill WA	39.78
01/28	01/28		PURCHASE ID:	
01/28	01/28		ORDER DATE :000000	
01/28	01/28	2469216DQ318HA520	AMZN Mktp US*R04BO72S2 Amzn.com/bill WA	43.32
01/28	01/28		PURCHASE ID:	
01/28	01/28		ORDER DATE :000000	
01/30	01/30	2469216DE32NYK49R	AMZN Mktp US*R08CV6KB1 Amzn.com/bill WA	717.44
01/30	01/30		PURCHASE ID:	
01/30	01/30		ORDER DATE :000000	

*Found **



Account Name: OAKDALE SCHOOL

Account Number Ending In: 1955

Cardholder Account Activity (continued)

CARL JOHNSON
Card Ending In 3369 **Total Amount** **\$1,138.64**

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
01/03	01/03	2441295QK60QTMDSV	TEXLAHOMA EDMOND EDMOND OK	74.50 ✓
01/03	01/03		PURCHASE ID:	
01/03	01/03		ORDER DATE :000000	
01/09	01/09	2420429QT0037GH1J	Microsoft G036581292 800-6427676 WA	39.66
01/09	01/09	2469216QT35WW1452	AMZN Mktp US*RT0X00XG0 Amzn.com/bill WA	35.98
01/09	01/09		PURCHASE ID:	
01/09	01/09		ORDER DATE :000000	
01/11	01/11	2475069QWS6BYM7ED	MUSIC THEATRE INTERNATIO 212-5414684 NY	75.00
01/11	01/11	2475069QWS6BYM7EZ	MUSIC THEATRE INTERNATIO 212-5414684 NY	90.00
01/11	01/11	2475069QWS6BYM7E5	MUSIC THEATRE INTERNATIO 212-5414684 NY	83.50
01/16	01/16	2475069D0S66H9HYX	MUSIC THEATRE INTL 212-5414684 NY	740.00
01/16	01/16		PURCHASE ID:	
01/16	01/16		ORDER DATE :000000	

Finance Charges

Type of Balance	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charge
Purchases	0.00%	\$0.00	\$0.00
Cash Advance	0.00%	\$0.00	\$0.00
Balance Transfer	0.00%	\$0.00	\$0.00

2024 Total Year-to-Date

Total fees charged in 2024	\$0.00
Total interest charged in 2024	\$0.00

Payment Register

Options: Year: 2023-2024, Fund: Building, Date Range: 12/19/2023 - 1/9/2024, Print Payroll Payments: False, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
112	01/05/2024	695	A1 NW VACUUM & JANITOR SUP				\$319.94
113	01/05/2024	3346	CITY GREASE				\$300.00
114	01/05/2024	3823	FER, INC				\$782.00
115	01/05/2024	3	OKLAHOMA GAS& ELECTRIC				\$8,712.22
116	01/05/2024	4	OKLAHOMA NATURAL GAS				\$1,557.59
117	01/05/2024	3644	SUPERIOR LINEN				\$650.84
118	01/05/2024	3554	TLC ENTERPRISES LLC				\$2,866.95
119	01/05/2024	4415	TRUE SOLUTIONS MANAGEMENT				\$11,304.25
120	01/08/2024	4196	EDGE COMMUNICATIONS				\$127.45
121	01/09/2024	494	THE HOME DEPOT				\$445.99
122	01/09/2024	503	LOWE'S				\$107.44
						Non-Payroll Total:	\$27,174.67
						Payroll Total:	\$0.00
						Balance Foward:	\$463,615.22
						Total:	\$490,789.89

Payment Register

Options: Year: 2023-2024, Fund: ACTIVITY FUND, Date Range: 1/1/2024 - 1/31/2024, Print Payroll Payments: False, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
164	01/03/2024	4178	LIFETIME VIDEO PRODUCTIONS				\$840.00
165	01/05/2024	119	SAM'S CLUB MC/SYNCB				\$1,569.60
166	01/08/2024	690	CAPITAL ONE				\$140.03
167	01/08/2024	3693	PROSPERITY BANK				\$2,257.63
168	01/08/2024	4250	ANISSA WORTHAM				\$100.00
169	01/08/2024	4393	CHARLES LEAKE JR.				\$100.00
170	01/08/2024	3855	WENDELL GRAHAM				\$100.00
171	01/08/2024	4253	MATT PRICE				\$100.00
172	01/10/2024	4207	ISABELLA PICA				\$800.00
173	01/10/2024	4059	KAREN PICA				\$1,200.00
174	01/10/2024	3632	MALISA M RADDATZ				\$1,200.00
175	01/10/2024	4206	NICOLAS PICA				\$600.00
176	01/11/2024	4591	EL RENO ARCHERY BOOSTER CLU				\$192.00
177	01/12/2024	4594	AMY COOPER				\$280.00
178	01/12/2024	4595	RANDI SPALVIERI				\$840.00
179	01/12/2024	701	OKLAHOMA SECONDARY SCHOO				\$100.00
180	01/17/2024	4207	ISABELLA PICA				\$400.00
181	01/17/2024	4059	KAREN PICA				\$600.00
182	01/17/2024	3632	MALISA M RADDATZ				\$600.00
183	01/17/2024	4206	NICOLAS PICA				\$300.00
184	01/17/2024	465	BANK OF OKLAHOMA				\$17.95
185	01/25/2024	2067	OKLAHOMA CONCESSION SUPPL				\$28.25
186	01/26/2024	4207	ISABELLA PICA				\$400.00
187	01/26/2024	4598	MICLOUD PUBLIC SCHOOLS				\$189.00
188	01/26/2024	4206	NICOLAS PICA				\$340.00
189	01/26/2024	4413	SKELETONS MUSEUM OF OSTEOL				\$250.00
190	01/26/2024	3675	LARRY TAYLOR				\$75.00
191	01/26/2024	2081	JUSTIN WINSCHEL				\$200.00
192	01/26/2024	4207	ISABELLA PICA				\$100.00
193	01/26/2024	4059	KAREN PICA				\$200.00
194	01/26/2024	80537	BARBARA J KYLE				\$180.00
195	01/26/2024	3632	MALISA M RADDATZ				\$200.00
196	01/26/2024	4206	NICOLAS PICA				\$100.00
197	01/31/2024	465	BANK OF OKLAHOMA				\$2.00
Non-Payroll Total:							\$14,601.46
Payroll Total:							\$0.00
Balance Foward:							\$76,661.98
Total:							\$91,263.44

Oakdale Public School

Revenue/Expenditure Summary

Options: Fund: 61, Date Range: 7/1/2023 - 6/30/2024

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
801 SPORTS	\$0.00	\$26,469.47	\$19,772.01	\$28,456.84	\$17,784.64	\$620.05	\$17,164.59
810 CHEER	\$0.00	\$329.67	\$1,705.47	\$1,801.30	\$233.84	\$0.00	\$233.84
831 CONCESSIONS	\$0.00	\$4,784.50	\$5,158.61	\$3,539.27	\$6,403.84	\$0.00	\$6,403.84
901 CLASS PROJECTS	\$0.00	\$3,851.51	\$45.56	\$3,677.51	\$219.56	\$0.00	\$219.56
930 DAYCARE	\$0.00	\$43,927.39	\$2,710.68	\$43,576.62	\$3,061.45	\$0.00	\$3,061.45
940 BOX TOPS/TARGET	\$0.00	\$35.40	\$1,087.04	\$984.65	\$137.79	\$0.00	\$137.79
950 BAND - STUDENTS	\$0.00	\$1,400.00	\$2,237.98	\$1,460.00	\$2,177.98	\$0.00	\$2,177.98
960 STEM PROGRAM	\$0.00	\$516.00	\$3,243.81	\$577.00	\$3,182.81	\$0.00	\$3,182.81
970 WILLHOITE GRANT	\$0.00	\$0.00	\$77.00	\$0.00	\$77.00	\$0.00	\$77.00
980 YEARBOOK	\$0.00	\$2,893.63	\$0.00	\$0.00	\$2,893.63	\$0.00	\$2,893.63
988 ADMINISTRATION	\$0.00	\$2,903.50	\$5,925.56	\$6,934.75	\$1,894.31	\$5.00	\$1,889.31
990 LIBRARY	\$0.00	\$8,652.67	\$11,751.04	\$5,706.48	\$14,697.23	\$6,005.00	\$8,692.23
991 BUILDERS CLUB	\$0.00	\$3,583.20	\$4,663.37	\$976.70	\$7,269.87	\$0.00	\$7,269.87
992 LEADERSHIP	\$0.00	\$5,219.46	\$2,691.25	\$2,785.48	\$5,125.23	\$0.00	\$5,125.23
995 ART CLASS	\$0.00	\$0.00	\$825.01	\$0.00	\$825.01	\$0.00	\$825.01
Total	\$0.00	\$104,566.40	\$61,894.39	\$100,476.60	\$65,984.19	\$6,630.05	\$59,354.14

Payment Register

Options: Year: 2023-2024, Fund: BOND FUND #36, Date Range: 2/9/2024 - 2/9/2024, Payment Range: 14 - 14, Print Payroll
Payments: False, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
14	02/09/2024	4592	PICKLEBALL HOLDINGS LLC				\$2,676.89
Non-Payroll Total:							\$2,676.89
Payroll Total:							\$0.00
Balance Foward:							\$266,520.73
Total:							\$269,197.62

Ryan Walters
State Superintendent of Public Instruction
Oklahoma State Department of Education
2500 North Lincoln Boulevard, Oklahoma City, Oklahoma 73105-4599

CONTRACT FOR AUDIT OF PUBLIC SCHOOLS
2023-2024 SCHOOL YEAR

The Audit reports are to be made in accordance with Oklahoma Statutes and the Rules and Regulations of the State Board of Education. The contracting auditing firm stipulates that the audit will include a financial and compliance examination in accordance with the standards for financial and compliance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; when applicable, the provisions of the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards, also known as 2 C.F.R Part 200. The contracting auditing firm is currently included on the State Board of Education's list of approved public school auditors.

We, the undersigned, do hereby further stipulate that we have entered into an agreement to provide an annual audit of the financial affairs and transactions of all funds and activities of the school district specified below. The audit period shall cover the 2023-2024 fiscal year beginning July 1, 2023 and ending June 30, 2024.

This audit contract was approved by the Board of Education and entered in the minutes of its meeting on the _____ day of _____, 2024.

ATTEST:

_____	_____	
Clerk	President	
_____	_____	_____
District	County	County/District Number
Approved this _____	Day of _____	2024.

Bledsoe, Hewett & Gullekson, PLLLP

AUDITING FIRM



SIGNATURE OF AUTHORIZED REPRESENTATIVE OF AUDITING FIRM

PLEASE EXECUTE THIS FORM IN TRIPLICATE:

- (1) copy for the school file
- (1) copy for the contracting auditing firm
- (1) copy to be submitted to the State Department of Education

EMAIL A SIGNED CONTRACT TO KATHERINE.BLACK@SDE.OK.GOV OR MAIL A

COPY TO: Katherine Black, Executive Director, Financial Accounting
Oklahoma State Department of Education
2500 North Lincoln Boulevard, Suite 420
Oklahoma City, Oklahoma 73105-4599

MUST BE FILED NO LATER THAN JUNE 30, 2024

Contracts dated prior to January 20, 2024, will **not** be accepted.

Contracts which do not contain **all** of the above provisions **will not** be accepted.



BLEDSON, HEWETT & GULLEKSON
CERTIFIED PUBLIC ACCOUNTANTS, PLLLP

Eric M. Bledsoe, CPA
Jeffrey D. Hewett, CPA
Christopher P. Gullekson, CPA

P.O. BOX 1310 • 121 E. COLLEGE ST. • BROKEN ARROW, OK 74013 • (918) 449-9991 • (800) 522-3831 • FAX (918) 449-9779

February 6, 2024

Dr. Carl Johnson, Superintendent
Oakdale Public Schools
10901 N Sooner
Edmond, OK 73013

We are pleased to offer our bid and to confirm our understanding of the services we are to provide Oakdale Public Schools (the District) for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements – regulatory basis of the governmental activities and disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended June 30, 2024. We understand the financial statements will be presented in accordance with a financial reporting model, and prepared using a regulatory basis of accounting, as prescribed by the Oklahoma State Department of Education.

We have also been engaged to report on supplementary information, to include, but not limited to the combining financial statements and the schedule of expenditures of federal awards, which accompany the financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in our auditor's report on the financial statements.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with the prescribed regulatory basis and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in

the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the District and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the school district or to acts by management or employees acting on behalf of the school district. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the school district's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories (when applicable), and direct confirmation of receivables (when applicable), and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys, (when applicable) as part of the engagement.

Audit Procedures—Internal Control

We will obtain an understanding of the school district and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the estimate of needs, financial statements and related notes of the District in conformity with the regulatory basis of accounting and on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the estimate of needs, financial statements and related notes and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the estimate of needs, financial statements and related notes and that you have reviewed and approved the estimate of needs, financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

We will also perform the following services which will not be subjected to any auditing procedures applied in our audit, and for which our auditor's report will not provide an opinion or any assurance.

- Preparation of the 24-25 Temporary Appropriations
- Preparation of the 24-25 Estimate of Needs
- State Auditor and Inspector's filing fee for the 23-24 audit
- Presentation of the 23-24 audit report to your Board of Education
- Assist in preparation of supplemental appropriations, if necessary
- Assist in preparation of 23-24 Schedule of Expenditures of Federal Awards
- Unlimited toll-free telephone consultation with District personnel

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with the regulatory basis of accounting, and for compliance with applicable laws and regulations, and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the school district from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in

communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the school district complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with the regulatory basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the regulatory basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the regulatory basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the school district; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Bledsoe, Hewett & Gullekson CPAs PLLLP, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Oklahoma State Department of Education or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bledsoe, Hewett & Gullekson CPAs PLLLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oklahoma State Department of Education. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed **\$8,250**. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Governing Board of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Dr. Carl Johnson, Superintendent
Oakdale Dependent School District

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We appreciate the opportunity to be of service to the Oakdale Dependent School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,

Bledsoe, Hewett & Gullekson CPAs PLLP

RESPONSE:

This letter correctly sets forth the understanding of the Oakdale Public Schools

By: 

Title: Superintendent

Date: 13 February 2024



ENGINEERING | SURVEYING | PLANNING

SMITH ROBERTS BALDISCHWILER, LLC

AGREEMENT

PERSON OR ENTITY PLACING ORDER:

Name / Company	DR. CARL JOHNSON, OAKDALE PUBLIC SCHOOL		
Address	10901 N. SOONER ROAD		
City, State, Zip	EDMOND, OK 73013		
Telephone	Office: 405-771-3373	Cell: 405-323-2351	Fax:
Email	cjohnson@oakdale.org		
Contact	Office:	Tele:	Email:

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT ("CLIENT"):

Name / Company	same as above		
Address			
City, State, Zip			
Telephone	Office:	Cell:	Fax:
Email			
Contact	Office:	Tele:	Email:

PROJECT NAME / DESCRIPTION: 2024 BOHD PROJECTS

SCOPE OF SERVICES/ PROJECT SCHEDULE: See Exhibit A (Parties to sign and date Exhibit A)

FEES AND EXPENSES: See Exhibit A Describe: _____

PAYMENT TERMS: See Exhibit A 30 days Other: _____

SRB PROJECT MANAGER: Taylor Denniston **EMAIL ADDRESS:** taylor.denniston@srbok.com

PHONE: _____ **PHONE:** _____

TERMS

For the consideration recited and mutual promises herein made, incorporating Page 1 as if set forth fully herein, the parties agree:

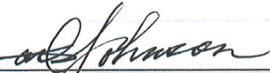
1. Location of Underground Utilities. The underground utilities shown on any plans or drawings produced or provided by SRB pursuant to this agreement have been located from field survey information, existing drawings, and other available information. SRB makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, or that the utilities shown are in the exact location indicated. SRB does not physically locate any underground utilities, therefore, unless otherwise expressly provided herein, SRB shall not be responsible for determining the exact location of any underground utilities. Client agrees that the contractor who performs the work shall be required to comply with all applicable statutes, ordinances, codes, rules, and regulations, and specifications regarding location of underground utilities, and shall be required to verify the accuracy of all measurements and the physical location of all underground utilities prior to commencing work or ordering materials.

2. Default/Remedies; Lien. Should either Party breach this agreement, the prevailing Party in any litigation shall have the right to recover all of such party's reasonable expenses and costs incurred by reason of such litigation, including, but not limited to, attorney's fees, court costs, and costs of suit preparation. Upon breach of this agreement by Client, Smith Roberts Baldischwiler, LLC ("SRB") may without notice or demand file a lien on the property for or upon which services have been performed and Client shall be responsible for all costs of filing, prosecution, and release of said lien, including but not limited to court costs, litigation costs, expenses, and attorneys fees, in addition to any other remedies allowed by law.

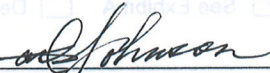
3. Miscellaneous. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, such provisions shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible and in any event, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Oklahoma. Jurisdiction and Venue shall lie exclusively in the state and federal courts located Oklahoma County, Oklahoma. This Agreement is a final expression of the intent of the Parties and shall be modified only by a duly executed written instrument signed by both Parties. Failure to pursue any legal or equitable remedy or right available to a Party shall not constitute a waiver of such right, nor shall any such forbearance, failure or actual waiver imply or constitute waiver of subsequent default or breach. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such provision. The captions to the sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation. This Agreement shall be binding upon the Parties hereto, their respective heirs, successors and assigns, but shall not be assigned by any party hereto without the written consent of the other party. This Agreement may be executed in counter parts, each of which will be deemed an original and all of which together will constitute one instrument.

4. Progressive Billing / Late Payments. Unless provided otherwise herein, all work in progress may be invoiced monthly and is due within thirty (30) days from date of invoice. All past due payments bear interest at the rate of 1.5% per month. If payments are past due, in addition to its right to collect, SRB may suspend work or refuse to deliver the work ordered.

PERSON OR ENTITY
PLACING ORDER:


Name: Carl Johnson, Ph.D. Date: 31 Jan 2024
Title: Superintendent

PERSON OR ENTITY
RESPONSIBLE FOR PAYMENT:


Name: Carl Johnson, Ph.D. Date: 31 Jan 2024
Title: Superintendent

SRB:

Name: Taylor Denniston, P.L.S. Date: _____
Title: Director of Surveying and N



SRB
ENGINEERING | SURVEYING | PLANNING
SMITH ROBERTS BALDISCHWILER, LLC

January 24, 2024

Dr. Carl Johnson
Oakdale Public School
10901 N. Sooner Road
Edmond, OK 73013
405-771-3373

Exhibit A

RE: DesignReady™ Survey
Oakdale School 2024

Dear Mr. Johnson,

Smith Roberts Baldischwiler, LLC (SRB) is pleased to submit a proposal for a DesignReady™ Survey on the above referenced project for the estimated cost of \$10,000.00. Reimbursable expenses, such as overnight courier service, state taxes (if applicable), recording and copying fees will be an additional expense from the costs of the survey.

The DesignReady™ Survey will include the following:

- Horizontal Control is on the North American Datum of 1983 (NSRS2011), in a State Plane Coordinate System (Lambert Conic Projection in the State of Oklahoma)
- Vertical Control is on North American Vertical Datum of 1988 (NAVD88)
- Surface Elevations on a 50' grid
- Benchmarks (Min of 2 permanent monuments set)
- Fence Sizes, Types and Gate Locations
- Tree Sizes (Trunk diameter only)
- Street Names
- Outside Edge of Pavement (Shoulder), Edge of Driving Lane
- Centerline for all Roadways
- Types of Surfaces (Concrete Paving, Asphalt Paving, Gravel, Grass, etc.)
- All above ground improvements including visible Utility services (locates provided by Okie811)
- Manhole Top of Rim and Flowline Elevations
- Curb inlets, Number of Grates and Hoods, and Flowline Elevations
- Size, Type, Flowline and Direction of all Pipes within Structures
- Headwalls or End Sections on Cross Drains
- Size and Type of Cross Drain
- Ditch, Stream and Creek Flowlines
- Building Information, Dimensions, Height, Finished Floor Elevations

The Survey can be completed within three to four (3-4) weeks from notice to proceed (subject to change if NTP is received after 30 days from the date of this proposal). This will be dependent on the receipt of a notice to proceed in a timely manner. If this proposal meets with your approval, please complete the attached agreement and return.

UTILITY STATEMENT: The underground utilities shown have been located from field survey information and existing drawings. The Surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The Surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The Surveyor has not physically located the underground utilities.

We can also provide lidar data on this project. Please let me know if you would like more details.

If you have any questions, please contact me.

Sincerely,



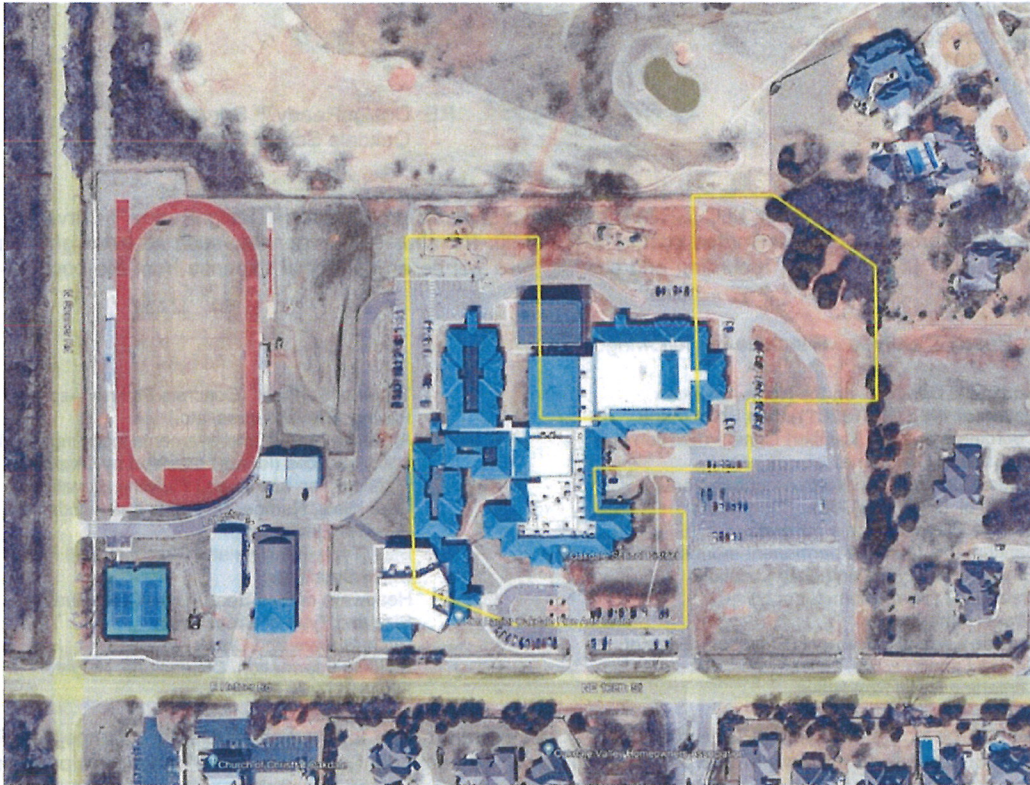
Matthew Shelton
Project Manager
matthew.shelton@srbok.com



ENGINEERING | SURVEYING | PLANNING

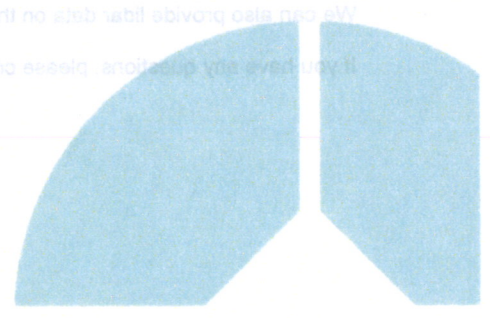
SMITH ROBERTS BALDISCHWILER, LLC

Exhibit B



extend survey to include front sign.

[Handwritten signature]
Matthew Stinson
Project Manager
mstinson@srbbok.com



AIA® Document B133® – 2019

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

AGREEMENT made as of the Thirteenth day of February in the year Two Thousand Twenty-four
(*In words, indicate day, month and year.*)

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

Oakdale Public School
10901 N. Sooner Rd.
Edmond, OK 73013
405-771-3373

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

Larson Design Group
3817 NW Expressway, Suite 840, Oklahoma City, OK 73112
Telephone Number: 405-722-7270

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

Bond Issue 2024

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

Willowbrook
620 NE 36th St. Oklahoma City, OK 73105
Telephone Number: 405-224-1554

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(3B9ADA39)

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- 12 SPECIAL TERMS AND CONDITIONS**
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ARTICLE 1 INITIAL INFORMATION

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

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

Bond proposition, voted on January 9, 2024.

§ 1.1.1 The Owner's program for the Project:

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

See Exhibit A - Bond Promotional Board

§ 1.1.2 The Project's physical characteristics:

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

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

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

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

- .1 Design phase milestone dates, if any:

Init.

To be determined.

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid procurement packages.)

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

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

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Carl Johnson Supt.
405-771-3373

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

init.

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Construction Manager:

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

.2 Land Surveyor:

TBD

.3 Geotechnical Engineer:

TBD

.4 Civil Engineer:

.5 Other consultants and contractors:

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

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

(List name, address, and other contact information)

Jeffery A. Wegener, AIA

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

(List name, legal status, address, and other contact information)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Engineering Solutions

.2 Mechanical Engineer:

Salas - O'Brien
2600 Van Buren St
#2635
Norman, OK 73072
405-364-9926

.3 Electrical Engineer:

Salas - O'Brien
2600 Van Buren St
#2635
Norman, OK 73072
405-364-9926

§ 1.1.12.2 Consultants retained under Supplemental Services:

Civil Engineer: Smith - Roberts - Baldischwiler
100 NE 5th St,
Oklahoma City, OK
73104
405-840-7094

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

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

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

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

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

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

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

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

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

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

§ 3.3 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

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

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall

consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

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

§ 3.5 Construction Documents Phase Services

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

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

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

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

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

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

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

§ 3.6.3 Certificates for Payment to Construction Manager

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from

Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and

- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Not Provided
§ 4.1.1.2 Programming	Architect - no charge
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Architect - no charge
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect - See 4.1.2.1 below
§ 4.1.1.10 Landscape design	Not Provided
§ 4.1.1.11 Architectural interior design	Not Provided
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Construction Manager
§ 4.1.1.14 On-site project representation	Construction Manager
§ 4.1.1.15 Conformed documents for construction	Architect - no charge
§ 4.1.1.16 As-designed record drawings	Not Provided
§ 4.1.1.17 As-constructed record drawings	Construction Manager

§ 4.1.1.18	Post-occupancy evaluation	Not Provided
§ 4.1.1.19	Facility support services	Not Provided
§ 4.1.1.20	Tenant-related services	Not Provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22	Telecommunications/data design	Architect - See 4.1.2.1. below
§ 4.1.1.23	Security evaluation and planning	Not Provided
§ 4.1.1.24	Commissioning	Not Provided
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26	Historic preservation	Not Provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29	Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

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

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

4.1.1.9 Civil Engineering - Provide grading, paving, drainage, site utilities, storm water and erosion plans. Extension of public water or sewer lines, or generating estimate descriptions is Not anticipated or included. Landscaping and irrigation design is NOT included.

§ 4.1.22 Telecommunications / Data Design -Includes empty conduit only. Systems to be by Owner's vendor

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

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

§ 4.1.3 If the Owner identified a Sustainable Objective in Article I, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

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

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

- 1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

Init.

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

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

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

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

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

- .2 Forty (40) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

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

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service,

revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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

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

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

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

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days

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from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

.1 Termination Fee:

N/A

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

N/A

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Seven percent (7) % of the cost of the work.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Civil Engineering: \$50,000

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

Hourly rate in effect at the time service is provided or an agreed-to fixed sum

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty-five percent (25 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty-five	percent (25	%)
Construction Documents Phase	Thirty-five	percent (35	%)
Bid Phase	<< Five >>	percent (<< 5 >>	%)
Construction Phase	Twenty	percent (20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

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

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most

recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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

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

Exhibit B - Larson Design Group Wage and Rates Schedule.

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

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

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

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

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

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

Cost plus fifteen percent (15).

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

§ 11.10.2 Progress Payments

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

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

As per State Law

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:

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

N/A

- .3 Exhibits:

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

- 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.)

N/A

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

N/A

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

Exhibit A - Bond Promotional Board
Exhibit B - Larson Design Group Wage and Rates Schedule

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

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Jeffrey A. Wegener, AIA, Sr. Practice Manager

(Printed name, title, and license number, if required)

OAKDALE PUBLIC SCHOOLS 2024 BOND

Exhibit A

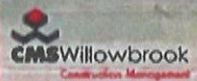
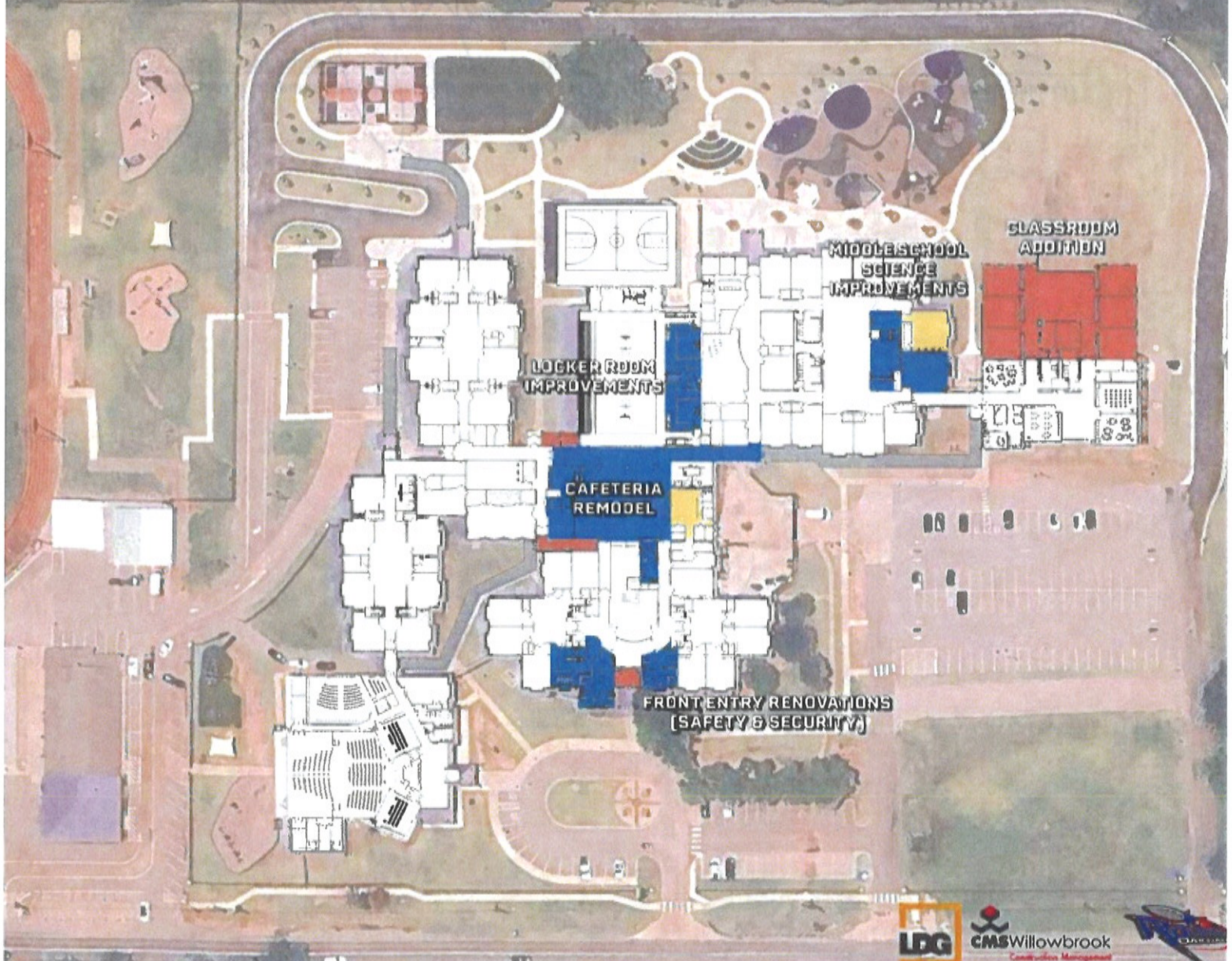
SCOPE OF WORK

- NEW Classroom Addition
- NEW Secure Entry Vestibule
- RENOVATE Secure Office Space
- RENOVATE Middle School Science Classrooms
- RENOVATE Cafeteria
- UPGRADE Kitchen
- RENOVATE Main Gym Locker Rooms
- RENOVATE Elementary Teacher Workroom
- NEW Exterior Canopies
- NEW Main Gym Concessions
- NEW Enclosed Corridor

VOTE



01-09-24





2023 LARSON DESIGN GROUP RATE SCHEDULE

Hourly Billing Rates

Associate Vice President	260.00	Vice President	280.00
Practice Manager	220.00	Director	240.00
Project/Technical Manager	175.00	Sr. Project/Technical Manager	195.00
Architect/Engineer	155.00	Sr. Architect/Engineer	170.00
Associate	110.00	Sr. Associate	130.00
Designer	95.00	Sr. Designer	115.00
Technician	85.00	Sr. Technician	95.00
Specialist	105.00	Sr. Specialist	145.00
Program Coordinator	90.00		

Standard Rates for Calculating Reimbursable Expenses

Mileage	\$0.655 per mile (or current approved IRS rate)
Project Copies/Prints	At Cost + 10% Service Fee
Subconsultants	At Cost + 10% Service Fee
Permitting/Applications/Approval Fees	At Cost + 10% Service Fee
Postage	At Cost
Lodging	At Cost
Subsistence	95% of GSA rates

The above figures provide an opportunity to negotiate a Professional Services Contract that is satisfactory both to the Consultant and to the Client. This is an excerpt of the Larson Design Group Rate Schedule for job titles and reimbursable costs pertaining to this proposal.

Larson Design Group will provide services based on the above listed fees, plus expenses, that are the basis for the rates quoted above. These rates shall be effective for one year upon the executed contract, at which time, an annual escalation factor of approximately 5% will be added to the direct payroll costs to compensate for any salary and cost of living increases that occur.

Client agrees that the pricing data contained in this submission by Larson Design Group shall be considered confidential and proprietary and shall not be released or otherwise made available to any third party without the express written consent of Larson Design Group.



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 13th day of February in the year 2024

BETWEEN the Owner:

Oakdale School District
Elementary School District Number 29 of Oklahoma County
10901 N. Sooner Rd.
Edmond, OK 73013

and the Construction Manager:

Willowbrook, Inc.
620 NE 36th St.
Oklahoma City, OK 73105

for the following Project:

Bond Issue 2024

The Architect:

Larson Design Group
3817 NW Expressway, Suite 840
Oklahoma City, OK 73112

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.

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ARTICLE 1 INITIAL INFORMATION

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

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

Bond Proposition, voted on January 9, 2024

§ 1.1.2 The Project's physical characteristics:

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

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

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

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.3 Substantial Completion date or dates:

.4 Other milestone dates:

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

TBD

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

NA

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

§ 1.1.7 Other Project information:

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

Carl Johnson, Ph.D.
10901 N. Sooner
Edmond, OK 73013

§ 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:

Larson Design Group

§ 1.1.10 The Owner shall retain the following consultants and contractors:

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

.3 Other, if any:

§ 1.1.11 The Architect's representative:

Jeff Wegener
Larson Design Group
3817 NW Expressway, Suite 840
Oklahoma City, OK 73112

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

Cory Pivniska
Willowbrook, Inc.
620 NE 36th St
Oklahoma City, OK 73105

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

Erik Williams, Estimator
Mary Roberts, Preconstruction Manager

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

per State Statutes

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

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

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

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

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

§ 2.2 Relationship of the Parties

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

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information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

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

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

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

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

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

§ 3.1.3 Consultation

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

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

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

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's

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services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

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

§ 3.1.6 Cost Estimates

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

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

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

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

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

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

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

§ 3.1.11 Subcontractors and Suppliers

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

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

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

§ 3.1.12 Procurement

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

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ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

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

§ 3.1.14 Other Preconstruction Services

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

§ 3.2 Guaranteed Maximum Price Proposal

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

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

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

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

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

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

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

Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

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

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

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

§ 3.3 Construction Phase

§ 3.3.1 General

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

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

§ 3.3.2 Administration

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

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

§ 3.3.2.3 Monthly Report

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

§ 3.3.2.4 Daily Logs

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

§ 3.3.2.5 Cost Control

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

ARTICLE 4 OWNER’S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including

schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

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

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

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

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

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

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

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

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

§ 4.2 Owner's Designated Representative

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

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

§ 4.3 Architect

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

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

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

1% of the Construction Cost

§ 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.

NA

Individual or Position

Rate

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

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve(12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

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

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

All payments per State Statutes

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

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

§ 6.1.2 The Construction Manager’s Fee:

5% of the Final Construction Cost

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

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6%

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

10% Overhead + 5% Profit = 15% total

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

§ 6.1.6 Liquidated damages, if any:

NA

§ 6.1.7 Other:

§ 6.2 Guaranteed Maximum Price

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

§ 6.3 Changes in the Work

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

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

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

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

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

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

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

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

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

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

§ 7.2 Labor Costs

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

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

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

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

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

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

§ 7.3 Subcontract Costs

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

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

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

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

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

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

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

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

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

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

§ 7.6 Miscellaneous Costs

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

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

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

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

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

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

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

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

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

§ 7.6.7 Costs of document reproductions and delivery charges.

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

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

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

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

§ 7.7 Other Costs and Emergencies

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

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

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

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

§ 7.8 Related Party Transactions

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

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

§ 7.9 Costs Not To Be Reimbursed

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

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

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

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

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

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

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

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

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

ARTICLE 10 ACCOUNTING RECORDS

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

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

Per State Statutes

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the 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 (30) days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

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

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

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

§ 11.1.8 Retainage

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

Per State Statutes

§ 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.)

General Conditions, General Requirements, Insurance, Bonds, Preconstruction fee

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

Per State Statutes

§ 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:

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

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

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

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

§ 11.2 Final Payment

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

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

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

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

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

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

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

Per State Statutes

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

§ 11.3 Interest

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

NA

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

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

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

Owner's Representative

§ 12.2 Binding Dispute Resolution

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

Arbitration pursuant to Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Init.

[] Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

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

Init.

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

§ 13.2.1 Termination

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

§ 13.2.2 Termination by the Owner for Cause

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

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

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

§ 13.2.3 Termination by the Owner for Convenience

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

§ 13.3 Suspension

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

ARTICLE 14 MISCELLANEOUS PROVISIONS

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

§ 14.2 Successors and Assigns

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

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

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

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

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

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

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

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

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

§ 14.3.1.6 Other Insurance

Coverage	Limits
Personal & Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products-Completed Operations Aggregate	\$2,000,000.00
Builders' Risk	TBD based on project details

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

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

§ 14.3.2 Construction Phase

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

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

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

Init.

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User Notes:

(1498238800)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

.6 Other Exhibits:

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.7 Other documents, if any, listed below:

Exhibit A – Guaranteed Maximum Price (GMP) Amendments as approved

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

OWNER *(Signature)*

Kimber Shoop, President (or designee)
Board of Education or Elementary School
District 29 of Oklahoma County

(Printed name and title)



CONSTRUCTION MANAGER *(Signature)*

Weston DeHart, President
Willowbrook, Inc.

(Printed name and title)

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Transfer N	Status	Application	Sending Di	Student Na	Grade	Status
596168	Approved	E2024-02-06	OKLAHOM	Galvan, Ja		8 Military
596171	Approved	E2024-02-06	OKLAHOM	Jones, Cay		4 Military
596157	Approved	E2024-02-05	OKLAHOM	Smith, Stev		8 Military