Yukon Public Schools
Board of Education Regular MeetingMonday, March 2, 2026 6:00 PM
Yukon Public School District ISD #27 Administration Bldg., Board Room
600 Maple Street
Yukon, OK 73099

1. Invocation/Moment of Silence and Flag Salute

   Please join me in a moment of silence. The moment of silence is a time to reflect, meditate, pray or engage in any other silent activity that does not interfere with others. The moment of silence shall begin now.

2. Call to Order and Roll Call

   Attendance Taken at 6:02 PM.

Mr Jeff Behymer:	Absent
Mrs. Suzanne Cannon:	Present
Mr. Brian Coulson:	Present
Mr. Leonard Wells:	Absent
Mr. Tony Yanda:	Present

3. Reports/ Comments from Superintendent and/or Staff

4. Board Member Communications and Announcements

   4.A. Individual Board Member Comments

   4.B. Upcoming Meetings/ Events:
   <u>March:</u>
   3 Legislative Breakfast 7am Archery Traditions of Oklahoma
   9,10,12 Parent/Teacher conferences
   13-20 Spring Break
   <u>April:</u>
   6 Special Board Meeting 5:30pm
   6 Board Meeting 6:00pm
   17 No School

5. Communications - Request for patrons to address the board - Pursuant to Board Policy AF, comments can be made only by district patrons concerning items listed on this agenda.

6. Board to consider and take action on a resolution determining the maturities of, and setting a date, time and place for the sale of the $2,000,000 General Obligation Building Bonds of the School District.

I move we approve the resolution Passed with a motion by Mrs. Suzanne Cannon and a second by Mr. Brian Coulson.

Mr Jeff Behymer:	Absent
Mr. Leonard Wells:	Absent
Mrs. Suzanne Cannon:	Yes
Mr. Brian Coulson:	Yes
Mr. Tony Yanda:	Yes

7. Finance Consent Docket- All of the finance consent items will be discussed, considered and approved or disapproved by one vote unless a board member desires to have a separate vote on any or all of the consent items.

I move we approve all business items on the Finance Consent Docket as listed Passed with a motion by Mrs. Suzanne Cannon and a second by Mr. Brian Coulson.

Mr Jeff Behymer:	Absent
Mr. Leonard Wells:	Absent
Mrs. Suzanne Cannon:	Yes
Mr. Brian Coulson:	Yes
Mr. Tony Yanda:	Yes

7.A. Encumbrances and Change Orders as recommended by Keith Sinor, Superintendent, and Jason Johnson, Chief Financial Officer

7.B. Treasurer's Report(s) and General Fund Report(s)

7.C. Child Nutrition Report

7.D. Activity Fund Report(s)

8. Business Consent Docket: All of the consent items will be discussed, considered and approved or disapproved by one vote unless a board member requests to have a separate vote on any or all of the consent items.

I move we approve all items on the Business Consent Docket as presented Passed with a motion by Mr. Brian Coulson and a second by Mrs. Suzanne Cannon.

Mr Jeff Behymer:	Absent
Mr. Leonard Wells:	Absent

Mrs. Suzanne Cannon: Yes

Mr. Brian Coulson: Yes

Mr. Tony Yanda: Yes

8.A. Board Meeting Minutes for February 2, 2026.

8.B. YFAC Contract

8.C. Activity Fund transfers

8.D. Overnight travel

S. Loupe and K. Tidwell request permission to take 20 students to FCCLA state competitions in Tulsa, OK, April 1-2, 2026. The expenses for this trip are covered by Activity Funds.
L. Moore requests permission to take 6 students to a tennis tournament in Owasso, March 11-12, 2026. The expenses for this trip are covered by boosters.
M. Foster requests permission to attend the NATA conference in Philadelphia, PA, June 29-July 2, 2026. The expenses for this are covered by VoTech grant.
S. Summers, C. Langley, S. Hein, B. Pierce, C. Smith, S. Dutton, R. Stowe, L. GAllagher, H. Mitchell, B. Oglesby, T. Ellis, A. Kloppenbach, C. Stricker, C. Hicks, T. Sowinski, A. Rodriguez, M. Fletcher, R. McLaughlin, and S.Dobbins request permission to attend NAESP in Orlando, FL, 0712-07152026. The expenses for this are covered by Title II and district professional development funds.
A. Jewell, C. Collins, A. Lunsford, R. Barlow, M. Perez, N. Haworth, M. Barlow, the new Principal and asst. principal at the Middle School request permission to attend Model Schools in Orlando, FL, June 27-July 1, 2026. The expenses for this are covered by Title II and district professional development funds.
BJarrett and KSchroeder request permission to take 20 students to the Tulsa Union JV tennis tournament April 8-9, with expenses covered by boosters.

8.E. Surplus

8.F. Contracts

8.G. Board Policy EHBDC

Update the governing law from No Child Left Behind to ESEA

8.H. Deregulation for Yukon Alternative School

8.I. Fund Raisers

8.J. Attendance zones for elementary school sites

9. Building facade for Skyview ES

I move we approve the new building facade for Skyview Elementary School Passed with a motion by Mr. Brian Coulson and a second by Mrs. Suzanne Cannon.

Mr Jeff Behymer:	Absent
Mr. Leonard Wells:	Absent
Mrs. Suzanne Cannon:	Yes
Mr. Brian Coulson:	Yes
Mr. Tony Yanda:	Yes

10. New Business: this business, in accordance with Oklahoma Statutes, title 25-311 (A)(9) is limited to any matter not known about or which could not have been reasonably foreseen prior to the time of posting this agenda.

11. Personnel Docket:

11.A. Personnel-Vote to convene or not to convene in executive session pursuant to 25 O.S.307 (B)(1) to discuss the employment of personnel as listed on the attached Exhibit A, the Leave of Absence requests, the superintendent's contract, as well as the Elementary and Secondary Admin Rehire lists.

At 6:30 pm the board entered into executive session.

I move we convene in executive session to discuss the personnel docket Passed with a motion by Mrs. Suzanne Cannon and a second by Mr. Brian Coulson.

Mr Jeff Behymer:	Absent
Mr. Leonard Wells:	Absent
Mrs. Suzanne Cannon:	Yes
Mr. Brian Coulson:	Yes
Mr. Tony Yanda:	Yes

11.B. Acknowledge the board has returned from executive session. Executive session minutes compliance announcement.

The board returned to session at 7:10pm

11.C. Discussion and possible action on all Personnel items.

I move we approve all personnel items as presented in item A above. Passed with a motion by Mr. Brian Coulson and a second by Mrs. Suzanne Cannon.

Mr Jeff Behymer:	Absent
Mr. Leonard Wells:	Absent
Mrs. Suzanne Cannon:	Yes

Mr. Brian Coulson:	Yes
Mr. Tony Yanda:	Yes

12. Adjournment

Time:

I move we adjourn Passed with a motion by Mr. Brian Coulson and a second by Mrs. Suzanne Cannon.

Mr Jeff Behymer:	Absent
Mr. Leonard Wells:	Absent
Mrs. Suzanne Cannon:	Yes
Mr. Brian Coulson:	Yes
Mr. Tony Yanda:	Yes

PO Revisions FY2026

PO Number	Rev No.	Current Vendor	Proposed Vendor	Current Amount	Proposed Amount	Variance	Revision Date
260421	3	The Stacy Group Inc		$ 570,411.77	$ 577,561.77	$ 7,150.00	2/2/2026
261712	0	Hilton Garden Inn		$ 545.80	$ 665.00	$ 119.20	2/3/2026
261637	0	American Airlines, Inc.		$ 800.00	$ 1,000.00	$ 200.00	2/3/2026
261509	0	Dell Marketing L P		$ 6,706.80	$ 7,598.30	$ 891.50	2/5/2026

Encumbrance Register FY2026

PONumber	FD	PROJ	FUNC	OBJ	PROG	SUBJ	JOB	SITE	Amount	PODate	OrderName	AcctDescription	Budget
261717	11	412	2213	580	312	8600	000	705	930.00	1/30/2026	Conference Direct	STAFF TRAVEL	CareerTech
261717	11	412	2213	860	312	8600	000	705	175.00	1/30/2026	Conference Direct	STAFF REGISTRATIONS	CareerTech
261718	11	412	2213	580	312	8600	000	705	607.00	1/30/2026	Cassidy Nicole Coleman	STAFF TRAVEL	CareerTech
261719	11	412	2213	580	312	8600	000	705	600.00	1/30/2026	Southwest Airlines Co	STAFF TRAVEL	CareerTech
261720	11	412	2213	860	312	8600	000	705	370.00	1/30/2026	Deca Inc	STAFF REGISTRATIONS	CareerTech
261721	11	053	1000	619	239	0000	000	145	54.53	2/2/2026	Amazon	SUPPLIES AND MATERIALS	Special Education
261722	11	053	2152	580	239	0000	000	753	1,000.00	2/2/2026	Sarah Catherine Kliewer	STAFF TRAVEL	Special Education
261723	11	067	1000	653	100	0000	000	767	461.00	2/2/2026	Trafera, Llc	TECHNOLOGY - RELATED SUPPLIES	Technology
261724	11	082	1000	619	100	0000	000	705	267.07	2/3/2026	Amazon	SUPPLIES AND MATERIALS	YHS
261725	11	065	2132	420	000	0000	000	050	390.00	2/3/2026	MedPro Waste Disposal LLC	CLEANING SERVICES	Student Health
261726	11	065	2132	616	000	0000	000	050	73.63	2/3/2026	Macgill & Co.	FIRST AID SUPPLIES	Student Health
261727	11	051	2620	530	000	0000	000	051	165.00	2/3/2026	Postmaster	COMMUNICATION & SOFTWARE SERVICES	Business and Human Capital
261728	11	051	2511	860	000	0000	000	051	500.00	2/3/2026	Okla Asbo	STAFF REGISTRATIONS	Business and Human Capital
261729	11	053	2213	860	239	0000	000	753	650.00	2/3/2026	University Of Tulsa	STAFF REGISTRATIONS	Special Education
261730	11	053	2213	860	239	0000	000	753	25.00	2/3/2026	Oklahoma Literacy Association Inc	STAFF REGISTRATIONS	Special Education
261731	11	053	1000	580	239	0000	000	753	700.00	2/3/2026	Angela D Tschetter	STAFF TRAVEL	Special Education
261732	11	053	1000	619	239	0000	000	753	366.02	2/3/2026	Laminating And Binding Solutions	SUPPLIES AND MATERIALS	Special Education
261733	11	053	2152	580	239	0000	000	150	600.00	2/3/2026	Kyleigh Bowers	STAFF TRAVEL	Special Education
261734	11	053	1000	653	239	0000	000	753	7,238.00	2/3/2026	Apple Inc	TECHNOLOGY - RELATED SUPPLIES	Special Education
261736	11	032	1000	653	281	0000	000	752	275.00	2/4/2026	Imagine Learning Llc	TECHNOLOGY - RELATED SUPPLIES	Curriculum
261737	11	031	2213	860	271	0000	000	115	270.00	2/4/2026	Drew Eichelberger	STAFF REGISTRATIONS	Professional Development
261739	11	412	1000	681	314	8415	000	705	1,200.00	2/4/2026	TREVIPAY (WALMART BUSINESS)	Food for Instruction	CareerTech
261740	11	625	5500	619	239	0000	000	194	424.55	2/4/2026	Amazon	SUPPLIES AND MATERIALS	Special Education
261741	11	625	5500	619	239	0000	000	194	826.52	2/4/2026	Amazon	SUPPLIES AND MATERIALS	Special Education
261742	11	080	1000	619	100	0000	000	150	674.96	2/5/2026	Upper Story LLC	SUPPLIES AND MATERIALS	Redstone
261743	11	082	1000	655	100	3001	000	705	350.00	2/5/2026	Edmond/Gilliam/Larsen Music	INSTRUMENTS	YHS
261744	11	082	1000	681	100	5000	000	705	178.00	2/5/2026	Embi Tec	COCURRICULAR SUPPLIES	YHS
261745	11	082	2132	336	000	0000	000	520	2,400.00	2/5/2026	House Of Healing Inc	MEDICAL & PHYS/OCCUP THERAPIST SERVICES	YHS
261746	11	080	1000	653	100	0000	000	150	60.00	2/5/2026	Jw Pepper & Sons Inc	TECHNOLOGY - RELATED SUPPLIES	Redstone
261747	11	080	1000	619	100	0000	000	150	294.00	2/5/2026	Pender'S Music Co	SUPPLIES AND MATERIALS	Redstone
261747	11	080	1000	653	100	0000	000	150	58.00	2/5/2026	Pender'S Music Co	TECHNOLOGY - RELATED SUPPLIES	Redstone
261748	11	051	2199	810	000	0000	000	705	720.00	2/5/2026	Twin Cedars Inc	DUES & FEES	Business and Human Capital
261750	11	031	2573	860	000	0000	000	050	1,105.00	2/5/2026	Convention Management Resources, Naesp	STAFF REGISTRATIONS	Professional Development
261750	11	541	2573	860	000	0000	000	105	2,210.00	2/5/2026	Convention Management Resources, Naesp	STAFF REGISTRATIONS	Title II - Prof Dev
261750	11	541	2573	860	000	0000	000	110	1,105.00	2/5/2026	Convention Management Resources, Naesp	STAFF REGISTRATIONS	Title II - Prof Dev
261750	11	541	2573	860	000	0000	000	115	1,105.00	2/5/2026	Convention Management Resources, Naesp	STAFF REGISTRATIONS	Title II - Prof Dev
261750	11	541	2573	860	000	0000	000	120	1,105.00	2/5/2026	Convention Management Resources, Naesp	STAFF REGISTRATIONS	Title II - Prof Dev
261750	11	541	2573	860	000	0000	000	125	3,055.00	2/5/2026	Convention Management Resources, Naesp	STAFF REGISTRATIONS	Title II - Prof Dev
261750	11	541	2573	860	000	0000	000	130	1,105.00	2/5/2026	Convention Management Resources, Naesp	STAFF REGISTRATIONS	Title II - Prof Dev
261750	11	541	2573	860	000	0000	000	135	2,210.00	2/5/2026	Convention Management Resources, Naesp	STAFF REGISTRATIONS	Title II - Prof Dev
261750	11	541	2573	860	000	0000	000	140	2,210.00	2/5/2026	Convention Management Resources, Naesp	STAFF REGISTRATIONS	Title II - Prof Dev

PONumber	FD	PROJ	FUNC	OBJ	PROG	SUBJ	JOB	SITE	Amount	PODate	OrderName	AcctDescription	Budget
261750	11	541	2573	860	000	0000	000	145	2,210.00	2/5/2026	Convention Management Resources, Naesp	STAFF REGISTRATIONS	Title II - Prof Dev
261750	11	541	2573	860	000	0000	000	150	3,315.00	2/5/2026	Convention Management Resources, Naesp	STAFF REGISTRATIONS	Title II - Prof Dev
261751	11	412	1000	681	311	8000	000	705	616.00	2/5/2026	A Weldors Supply Co.	COCURRICULAR SUPPLIES	CareerTech
261752	11	031	2573	860	000	0000	000	050	945.00	2/5/2026	Houghton Mifflin Company	STAFF REGISTRATIONS	Professional Development
261752	11	541	2573	860	000	0000	000	705	8,505.00	2/5/2026	Houghton Mifflin Company	STAFF REGISTRATIONS	Title II - Prof Dev
261753	11	051	2319	580	000	0000	000	051	1,500.00	2/6/2026	Southwest Airlines Co	STAFF TRAVEL	Business and Human Capital
261753	11	051	2573	580	000	0000	000	051	500.00	2/6/2026	Southwest Airlines Co	STAFF TRAVEL	Business and Human Capital
261754	11	412	1000	619	312	8600	000	705	250.00	2/6/2026	TREVIPAY (WALMART BUSINESS)	SUPPLIES AND MATERIALS	CareerTech
261755	11	031	2213	860	271	0000	000	115	135.00	2/9/2026	Drew Eichelberger	STAFF REGISTRATIONS	Professional Development
261756	11	053	1000	653	239	0000	000	753	3,500.00	2/10/2026	Acellus Educational Services LLC	TECHNOLOGY - RELATED SUPPLIES	Special Education
261757	11	051	2319	580	000	0000	000	051	450.00	2/10/2026	Suzanne Cannon	STAFF TRAVEL	Business and Human Capital
261758	11	180	1000	681	100	0000	000	150	4,206.90	2/10/2026	Vex Robotics Inc	COCURRICULAR SUPPLIES	Redstone - Grant
261759	11	561	2199	641	429	0000	000	061	834.43	2/10/2026	Barnes & Noble Bookstores, Inc	BOOKS (eBooks)	Title VI - Indian Ed
261760	11	561	2199	645	429	0000	000	061	355.00	2/10/2026	Carson-Dellosa Publishing	WORKBOOKS	Title VI - Indian Ed
261761	11	062	3300	619	640	0000	000	062	166.25	2/10/2026	Amazon	SUPPLIES AND MATERIALS	Community Engagement
261762	11	080	1000	653	100	0000	000	150	668.71	2/10/2026	Amazon	TECHNOLOGY - RELATED SUPPLIES	Redstone
261763	11	561	2199	641	429	0000	000	061	984.85	2/10/2026	Scholastic Inc	BOOKS (eBooks)	Title VI - Indian Ed
261764	11	561	2199	860	429	0000	000	061	325.00	2/10/2026	Oklahoma Jom Conference/Cherokee Nation	STAFF REGISTRATIONS	Title VI - Indian Ed
261767	11	053	1000	619	239	0000	000	753	221.38	2/10/2026	Amazon	SUPPLIES AND MATERIALS	Special Education
261768	11	051	2571	810	000	0000	000	050	50.00	2/10/2026	Southwestern Okla State Univ	DUES & FEES	Business and Human Capital
261769	11	051	2319	580	000	0000	000	051	845.00	2/10/2026	Suzanne Cannon	STAFF TRAVEL	Business and Human Capital
261770	11	051	2319	580	000	0000	000	051	1,620.00	2/10/2026	Embassy Suites by Hilton Washington DC	STAFF TRAVEL	Business and Human Capital
261771	11	054	2620	619	000	0000	000	054	119.93	2/10/2026	Amazon	SUPPLIES AND MATERIALS	Transportation
261772	11	412	1000	653	315	8720	000	705	290.84	2/10/2026	Amazon	TECHNOLOGY - RELATED SUPPLIES	CareerTech
261773	11	032	1000	619	100	0000	000	520	639.57	2/10/2026	Pender'S Music Co	SUPPLIES AND MATERIALS	Curriculum
261774	11	082	1000	810	100	2800	000	705	108.00	2/10/2026	University Of Science And Arts Of Okla	DUES & FEES	YHS
261775	11	051	2319	580	000	0000	000	051	752.40	2/11/2026	Leonard Wells	STAFF TRAVEL	Business and Human Capital
261776	11	051	2573	860	000	0000	000	051	5,750.00	2/11/2026	Ccosa	STAFF REGISTRATIONS	Business and Human Capital
261778	11	076	1000	619	100	0000	000	135	25.84	2/11/2026	Amazon	SUPPLIES AND MATERIALS	Skyview
261779	11	412	1000	810	313	8550	000	750	325.00	2/11/2026	Oklahoma Hosa	DUES & FEES	CareerTech
261779	11	412	2213	860	313	8550	000	705	130.00	2/11/2026	Oklahoma Hosa	STAFF REGISTRATIONS	CareerTech
261780	11	051	2319	580	000	0000	000	051	450.00	2/11/2026	Brian Keith Coulson	STAFF TRAVEL	Business and Human Capital
261781	11	067	1000	653	100	0000	000	767	39.75	2/11/2026	Amazon	TECHNOLOGY - RELATED SUPPLIES	Technology
261782	11	031	2213	860	271	0000	000	125	150.00	2/11/2026	Oklahoma Literacy Association Inc	STAFF REGISTRATIONS	Professional Development
261783	11	088	1000	619	430	0000	000	711	19.88	2/11/2026	Amazon	SUPPLIES AND MATERIALS	YALE
261784	11	031	2573	580	271	0000	000	752	700.00	2/11/2026	Southwest Airlines Co	STAFF TRAVEL	Professional Development
261784	11	541	2573	580	000	0000	000	105	1,400.00	2/11/2026	Southwest Airlines Co	STAFF TRAVEL	Title II - Prof Dev
261784	11	541	2573	580	000	0000	000	110	700.00	2/11/2026	Southwest Airlines Co	STAFF TRAVEL	Title II - Prof Dev
261784	11	541	2573	580	000	0000	000	115	700.00	2/11/2026	Southwest Airlines Co	STAFF TRAVEL	Title II - Prof Dev
261784	11	541	2573	580	000	0000	000	120	700.00	2/11/2026	Southwest Airlines Co	STAFF TRAVEL	Title II - Prof Dev
261784	11	541	2573	580	000	0000	000	125	2,100.00	2/11/2026	Southwest Airlines Co	STAFF TRAVEL	Title II - Prof Dev

PONumber	FD	PROJ	FUNC	OBJ	PROG	SUBJ	JOB	SITE	Amount	PODate	OrderName	AcctDescription	Budget
261784	11	541	2573	580	000	0000	000	130	700.00	2/11/2026	Southwest Airlines Co	STAFF TRAVEL	Title II - Prof Dev
261784	11	541	2573	580	000	0000	000	135	1,400.00	2/11/2026	Southwest Airlines Co	STAFF TRAVEL	Title II - Prof Dev
261784	11	541	2573	580	000	0000	000	140	1,400.00	2/11/2026	Southwest Airlines Co	STAFF TRAVEL	Title II - Prof Dev
261784	11	541	2573	580	000	0000	000	145	1,400.00	2/11/2026	Southwest Airlines Co	STAFF TRAVEL	Title II - Prof Dev
261784	11	541	2573	580	000	0000	000	150	2,100.00	2/11/2026	Southwest Airlines Co	STAFF TRAVEL	Title II - Prof Dev
261785	11	082	1000	810	100	2800	000	705	55.00	2/11/2026	Oklahoma Art Education Association	DUES & FEES	YHS
261786	11	082	1000	619	100	0000	000	705	92.26	2/11/2026	Amazon	SUPPLIES AND MATERIALS	YHS
261787	11	076	2220	641	000	0000	000	135	83.55	2/11/2026	Perma-Bound	BOOKS (eBooks)	Skyview
261788	11	013	3300	619	000	0000	000	000	528.66	2/11/2026	Amazon	SUPPLIES AND MATERIALS	YoungMinds Daycare
261789	11	031	2213	359	271	0000	000	750	12,000.00	2/12/2026	THE TRIUMPH TEAM LLC	PROF EE TRAINING & DEV SERVICES	Professional Development
261790	11	054	2720	521	000	0000	000	050	2,000.00	2/12/2026	Oklahoma School Insurance Group	Fleet Insurance	Transportation
261794	11	053	2135	619	239	0000	000	520	697.63	2/13/2026	Super Duper Publications	SUPPLIES AND MATERIALS	Special Education
261795	11	053	2135	619	239	0000	000	520	118.80	2/13/2026	Northern Speech Services, Inc	SUPPLIES AND MATERIALS	Special Education
261795	11	053	2135	619	239	0000	000	753	34.80	2/13/2026	Northern Speech Services, Inc	SUPPLIES AND MATERIALS	Special Education
261796	11	053	2152	619	239	0000	000	753	454.80	2/13/2026	Pro Ed Inc	SUPPLIES AND MATERIALS	Special Education
261797	11	053	1000	619	239	0000	000	520	43.14	2/13/2026	Therapro Inc	SUPPLIES AND MATERIALS	Special Education
261797	11	053	2135	619	239	0000	000	520	27.54	2/13/2026	Therapro Inc	SUPPLIES AND MATERIALS	Special Education
261798	11	053	1000	619	239	0000	000	145	34.31	2/13/2026	Amazon	SUPPLIES AND MATERIALS	Special Education
261799	11	053	2135	619	239	0000	000	520	95.42	2/13/2026	Michael J Roozen	SUPPLIES AND MATERIALS	Special Education
261800	11	054	2740	612	000	0000	000	054	100.00	2/13/2026	Yukon Tag Agency	AUTOMOTIVE & BUS SUPPLIES	Transportation
261801	11	625	5500	653	239	0000	000	194	175.00	2/13/2026	Payne Education Center	TECHNOLOGY - RELATED SUPPLIES	Special Education
261802	11	625	5500	653	239	0000	000	194	4,935.00	2/13/2026	Apple Inc	TECHNOLOGY - RELATED SUPPLIES	Special Education
261803	11	412	1000	681	315	8855	000	145	250.00	2/13/2026	Lowe'S Companies Inc	COCURRICULAR SUPPLIES	CareerTech
261804	11	412	1000	681	315	8855	000	145	1,071.43	2/13/2026	Vex Robotics Inc	COCURRICULAR SUPPLIES	CareerTech
261805	11	412	1000	619	315	8855	000	145	422.21	2/13/2026	Amazon	SUPPLIES AND MATERIALS	CareerTech
261805	11	412	1000	681	315	8855	000	145	324.34	2/13/2026	Amazon	COCURRICULAR SUPPLIES	CareerTech
261806	11	082	2199	515	000	0000	000	705	3,000.00	2/16/2026	Southwest Airlines Co	Student Out-of-District Travel	YHS
261807	11	412	1000	619	315	8104	000	520	1,341.11	2/16/2026	Amazon	SUPPLIES AND MATERIALS	CareerTech
261808	11	412	1000	681	315	8104	000	520	471.00	2/16/2026	Project Lead The Way (Pltw)	COCURRICULAR SUPPLIES	CareerTech
261809	11	412	1000	611	315	8838	000	520	898.00	2/16/2026	Applied Academic Labs	COPY PAPER ONLY	CareerTech
261811	11	053	2152	619	239	0000	000	753	934.31	2/16/2026	Amazon	SUPPLIES AND MATERIALS	Special Education
261812	11	053	2135	619	239	0000	000	520	2,989.73	2/16/2026	Speech Corner Llc	SUPPLIES AND MATERIALS	Special Education
261813	11	082	1000	619	100	0000	000	705	88.95	2/16/2026	Amazon	SUPPLIES AND MATERIALS	YHS
261815	11	625	5500	653	239	0000	000	194	5,338.50	2/16/2026	Renaissance Learning Inc	TECHNOLOGY - RELATED SUPPLIES	Special Education
261817	11	031	2573	580	000	0000	000	140	280.00	2/16/2026	Shila Dobbins	STAFF TRAVEL	Professional Development
261818	11	031	2573	580	000	0000	000	140	280.00	2/16/2026	Ryan McLaughlin	STAFF TRAVEL	Professional Development
261819	11	031	2573	580	000	0000	000	150	280.00	2/16/2026	Amber Rodriques	STAFF TRAVEL	Professional Development
261820	11	031	2573	580	000	0000	000	150	280.00	2/16/2026	Tracy Sowinski	STAFF TRAVEL	Professional Development
261821	11	031	2573	580	000	0000	000	145	280.00	2/16/2026	Samuel Glenn Summers	STAFF TRAVEL	Professional Development
261822	11	031	2573	580	000	0000	000	105	280.00	2/16/2026	Cori Stricker	STAFF TRAVEL	Professional Development
261823	11	031	2573	580	000	0000	000	135	280.00	2/16/2026	Taryn S Ellis	STAFF TRAVEL	Professional Development

PONumber	FD	PROJ	FUNC	OBJ	PROG	SUBJ	JOB	SITE	Amount	PODate	OrderName	AcctDescription	Budget
261824	11	031	2573	580	000	0000	000	125	280.00	2/16/2026	Rebecca J Oglesby	STAFF TRAVEL	Professional Development
261825	11	031	2573	580	000	0000	000	125	280.00	2/16/2026	Chase Langley	STAFF TRAVEL	Professional Development
261826	11	031	2573	580	000	0000	000	130	280.00	2/16/2026	Heather Mitchell	STAFF TRAVEL	Professional Development
261827	11	031	2573	580	000	0000	000	105	280.00	2/16/2026	Laura Gallagher	STAFF TRAVEL	Professional Development
261828	11	031	2573	580	000	0000	000	115	280.00	2/16/2026	Randy Stowe	STAFF TRAVEL	Professional Development
261829	11	031	2573	580	000	0000	000	110	280.00	2/16/2026	Shannon Dutton	STAFF TRAVEL	Professional Development
261830	11	031	2573	580	000	0000	000	135	280.00	2/16/2026	Carla J Smith	STAFF TRAVEL	Professional Development
261831	11	031	2573	580	000	0000	000	125	280.00	2/16/2026	Billy L Pierce	STAFF TRAVEL	Professional Development
261832	11	031	2573	580	271	0000	000	752	280.00	2/16/2026	Scott Hein	STAFF TRAVEL	Professional Development
261833	11	412	1000	619	315	8828	000	150	117.42	2/16/2026	Amazon	SUPPLIES AND MATERIALS	CareerTech
261833	11	412	1000	651	315	8828	000	150	159.99	2/16/2026	Amazon	APPLIANCES, Furniture and Fixtures	CareerTech
261833	11	412	1000	681	315	8828	000	150	69.99	2/16/2026	Amazon	COCURRICULAR SUPPLIES	CareerTech
261834	11	541	5500	860	000	0000	000	196	1,699.00	2/17/2026	Naesp	STAFF REGISTRATIONS	Title II - Prof Dev
261837	11	054	2720	521	000	0000	000	054	1,000.00	2/17/2026	Oklahoma School Insurance Group	Fleet Insurance	Transportation
261838	11	054	2720	521	000	0000	000	054	1,000.00	2/17/2026	Oklahoma School Insurance Group	Fleet Insurance	Transportation
261839	11	541	5500	860	000	0000	000	196	1,270.00	2/17/2026	Ccosa	STAFF REGISTRATIONS	Title II - Prof Dev
261840	11	541	5500	860	000	0000	000	196	1,270.00	2/17/2026	Ccosa	STAFF REGISTRATIONS	Title II - Prof Dev
261841	11	053	1000	619	239	0000	000	125	226.95	2/17/2026	Amazon	SUPPLIES AND MATERIALS	Special Education
261842	11	053	1000	619	239	0000	000	105	155.95	2/17/2026	Amazon	SUPPLIES AND MATERIALS	Special Education
261843	11	053	2213	860	239	0000	000	753	472.00	2/17/2026	Precision CPD	STAFF REGISTRATIONS	Special Education
261845	11	053	1000	619	239	0000	000	753	228.80	2/18/2026	Amazon	SUPPLIES AND MATERIALS	Special Education
261846	11	063	1000	619	251	0000	000	150	138.29	2/18/2026	Amazon	SUPPLIES AND MATERIALS	Gifted
261847	11	412	2213	860	313	8551	000	705	350.00	2/18/2026	National Athletic Trainers Assoc.	STAFF REGISTRATIONS	CareerTech
261848	11	013	3300	617	000	0000	000	050	75.00	2/18/2026	Sam’S Club Direct	KITCHEN PRODUCTS AND SUPPLIES	YoungMinds Daycare
261848	11	013	3300	618	000	0000	000	000	80.00	2/18/2026	Sam’S Club Direct	CLEANING AND MAINT SUPPLIES	YoungMinds Daycare
261850	11	082	1000	681	100	5000	000	705	1,710.00	2/18/2026	Embi Tec	COCURRICULAR SUPPLIES	YHS
261851	11	080	1000	653	100	0000	000	150	30.00	2/18/2026	Jw Pepper & Sons Inc	TECHNOLOGY - RELATED SUPPLIES	Redstone
261852	11	412	1000	653	316	8103	000	705	1,460.00	2/18/2026	Stukent, Inc	TECHNOLOGY - RELATED SUPPLIES	CareerTech
261853	11	067	2620	619	000	0000	000	767	611.45	2/19/2026	Amazon	SUPPLIES AND MATERIALS	Technology
261853	11	067	2620	653	000	0000	000	767	557.96	2/19/2026	Amazon	TECHNOLOGY - RELATED SUPPLIES	Technology
261854	11	063	1000	619	251	0000	000	763	887.97	2/20/2026	Amazon	SUPPLIES AND MATERIALS	Gifted
261855	11	067	1000	653	100	0000	000	767	1,657.60	2/20/2026	Solarwinds Inc.	TECHNOLOGY - RELATED SUPPLIES	Technology
261856	11	063	1000	619	251	0000	000	763	579.09	2/20/2026	Amazon	SUPPLIES AND MATERIALS	Gifted
261856	11	063	1000	681	251	0000	000	763	28.95	2/20/2026	Amazon	COCURRICULAR SUPPLIES	Gifted
261857	11	541	5500	641	000	0000	000	196	1,264.81	2/20/2026	Amazon	BOOKS (eBooks)	Title II - Prof Dev
261858	11	412	2213	580	313	8551	000	705	600.00	2/20/2026	Michael Dain Foster	STAFF TRAVEL	CareerTech
261859	11	412	2213	580	313	8551	000	705	700.00	2/20/2026	Southwest Airlines Co	STAFF TRAVEL	CareerTech
261860	11	082	2573	641	000	0000	000	705	37.48	2/20/2026	Amazon	BOOKS (eBooks)	YHS
261862	11	080	1000	619	100	0000	000	150	96.36	2/20/2026	Amazon	SUPPLIES AND MATERIALS	Redstone
261862	11	080	2620	619	000	0000	000	150	29.75	2/20/2026	Amazon	SUPPLIES AND MATERIALS	Redstone
261863	11	082	2620	619	000	0000	000	705	2,272.26	2/20/2026	Uline	SUPPLIES AND MATERIALS	YHS

PONumber	FD	PROJ	FUNC	OBJ	PROG	SUBJ	JOB	SITE	Amount	PODate	OrderName	AcctDescription	Budget
261866	11	082	1000	619	100	5000	000	705	520.00	2/23/2026	Flinn Scientific Inc	SUPPLIES AND MATERIALS	YHS
261867	11	561	2199	653	429	0000	000	061	1,043.00	2/23/2026	Cdw Government Inc	TECHNOLOGY - RELATED SUPPLIES	Title VI - Indian Ed
261868	11	051	2620	619	000	0000	000	051	11.00	2/23/2026	Amazon	SUPPLIES AND MATERIALS	Business and Human Capital
261870	11	031	2573	580	000	0000	000	105	700.00	2/23/2026	Disney Destinations LLC	STAFF TRAVEL	Professional Development
261870	11	031	2573	580	000	0000	000	110	350.00	2/23/2026	Disney Destinations LLC	STAFF TRAVEL	Professional Development
261870	11	031	2573	580	000	0000	000	115	350.00	2/23/2026	Disney Destinations LLC	STAFF TRAVEL	Professional Development
261870	11	031	2573	580	000	0000	000	120	350.00	2/23/2026	Disney Destinations LLC	STAFF TRAVEL	Professional Development
261870	11	031	2573	580	000	0000	000	125	1,050.00	2/23/2026	Disney Destinations LLC	STAFF TRAVEL	Professional Development
261870	11	031	2573	580	000	0000	000	130	350.00	2/23/2026	Disney Destinations LLC	STAFF TRAVEL	Professional Development
261870	11	031	2573	580	000	0000	000	135	700.00	2/23/2026	Disney Destinations LLC	STAFF TRAVEL	Professional Development
261870	11	031	2573	580	000	0000	000	140	700.00	2/23/2026	Disney Destinations LLC	STAFF TRAVEL	Professional Development
261870	11	031	2573	580	000	0000	000	145	700.00	2/23/2026	Disney Destinations LLC	STAFF TRAVEL	Professional Development
261870	11	031	2573	580	000	0000	000	150	1,050.00	2/23/2026	Disney Destinations LLC	STAFF TRAVEL	Professional Development
261870	11	031	2573	580	271	0000	000	752	900.00	2/23/2026	Disney Destinations LLC	STAFF TRAVEL	Professional Development
261872	11	082	2620	619	000	0000	000	705	30.99	2/24/2026	Amazon	SUPPLIES AND MATERIALS	YHS
261873	11	412	1000	681	315	8886	000	705	2,000.00	2/24/2026	Carolina Biological Supply	COCURRICULAR SUPPLIES	CareerTech
261874	11	081	2620	651	000	0000	000	520	1,134.70	2/24/2026	Amazon	APPLIANCES, Furniture and Fixtures	YMS
261875	11	412	1000	653	315	8104	000	520	1,211.76	2/24/2026	Cdw Government Inc	TECHNOLOGY - RELATED SUPPLIES	CareerTech
261876	11	412	2213	860	315	8852	000	705	150.00	2/24/2026	National Tsa	STAFF REGISTRATIONS	CareerTech
261877	11	063	1000	619	251	0000	000	763	30.99	2/24/2026	Amazon	SUPPLIES AND MATERIALS	Gifted
261878	11	412	1000	653	315	8874	000	705	200.00	2/24/2026	TREVIPAY (WALMART BUSINESS)	TECHNOLOGY - RELATED SUPPLIES	CareerTech
261879	11	063	1000	653	251	1050	000	763	24.49	2/24/2026	Amazon	TECHNOLOGY - RELATED SUPPLIES	Gifted
261880	11	412	1000	653	315	8874	000	705	1,698.00	2/24/2026	Elite Simulations LLC	TECHNOLOGY - RELATED SUPPLIES	CareerTech
261881	11	561	2199	619	429	0000	000	061	525.00	2/24/2026	Image360 Midwest City	SUPPLIES AND MATERIALS	Title VI - Indian Ed
261882	11	031	2573	580	000	0000	000	705	530.00	2/24/2026	Caleb Collins	STAFF TRAVEL	Professional Development
261883	11	031	2573	580	000	0000	000	520	530.00	2/24/2026	Audrey Lunsford	STAFF TRAVEL	Professional Development
261884	11	031	2573	580	000	0000	000	520	530.00	2/24/2026	Richard J Barlow	STAFF TRAVEL	Professional Development
261885	11	031	2573	580	000	0000	000	705	530.00	2/24/2026	Michael Perez	STAFF TRAVEL	Professional Development
261886	11	031	2573	580	000	0000	000	705	530.00	2/24/2026	Natalie Sue Haworth	STAFF TRAVEL	Professional Development
261887	11	031	2573	580	000	0000	000	705	530.00	2/24/2026	Melissa G Barlow	STAFF TRAVEL	Professional Development
261888	11	031	2573	580	271	0000	000	752	530.00	2/24/2026	Adam Jewell	STAFF TRAVEL	Professional Development
261889	11	031	2573	580	271	0000	000	752	556.00	2/24/2026	Southwest Airlines Co	STAFF TRAVEL	Professional Development
261890	11	541	2573	580	000	0000	000	705	2,224.00	2/24/2026	Southwest Airlines Co	STAFF TRAVEL	Title II - Prof Dev
261891	11	541	2573	580	000	0000	000	520	2,240.00	2/24/2026	Southwest Airlines Co	STAFF TRAVEL	Title II - Prof Dev
261892	11	541	5500	641	000	0000	000	196	1,002.62	2/24/2026	Amazon	BOOKS (eBooks)	Title II - Prof Dev
261893	11	412	1000	619	311	8000	000	705	192.00	2/24/2026	A/C/E Media Supply, Inc	SUPPLIES AND MATERIALS	CareerTech
261894	11	031	2573	580	000	0000	000	520	2,800.00	2/25/2026	Orlando World Center Marriott	STAFF TRAVEL	Professional Development
261894	11	031	2573	580	000	0000	000	705	2,800.00	2/25/2026	Orlando World Center Marriott	STAFF TRAVEL	Professional Development
261894	11	031	2573	580	271	0000	000	752	1,400.00	2/25/2026	Orlando World Center Marriott	STAFF TRAVEL	Professional Development
261895	11	081	1000	619	100	0000	000	520	517.00	2/25/2026	National Archery In The Schools	SUPPLIES AND MATERIALS	YMS
261896	11	053	1000	619	239	0000	000	753	17.57	2/26/2026	Amazon	SUPPLIES AND MATERIALS	Special Education

PONumber	FD	PROJ	FUNC	OBJ	PROG	SUBJ	JOB	SITE	Amount	PODate	OrderName	AcctDescription	Budget
261899	11	082	1000	619	100	2800	000	705	1,400.00	2/26/2026	Blick Art Materials	SUPPLIES AND MATERIALS	YHS
261900	11	053	2135	619	239	0000	000	520	146.97	2/26/2026	Amazon	SUPPLIES AND MATERIALS	Special Education
				General Fund Total					191,126.66				
261715	21	220	4400	332	000	0000	000	135	75,000.00	1/30/2026	The Stacy Group Inc	ARCHITECTURAL SERVICES	Elementary Renovations
261716	21	066	2620	438	000	0000	000	066	2,000.00	1/30/2026	Rainbo Guttering Service Inc	Other Building Repairs and Maintenance	Maintenance
261765	21	066	2620	618	000	0000	000	066	500.00	2/10/2026	Hagar Restaurant Service	CLEANING AND MAINT SUPPLIES	Maintenance
261777	21	066	2620	438	000	0000	000	520	16,300.00	2/11/2026	Standard Roofing Company	Other Building Repairs and Maintenance	Maintenance
261791	21	066	2620	438	000	0000	000	066	5,000.00	2/12/2026	MRC Lifting Services Inc	Other Building Repairs and Maintenance	Maintenance
261792	21	064	2630	438	000	0000	000	705	3,200.00	2/12/2026	Fieldturf Usa Inc	Other Building Repairs and Maintenance	Athletics
261810	21	064	2620	619	000	0000	000	705	600.00	2/16/2026	Uline	SUPPLIES AND MATERIALS	Athletics
261814	21	066	2620	438	000	0000	000	145	12,650.00	2/16/2026	Standard Roofing Company	Other Building Repairs and Maintenance	Maintenance
261835	21	066	2620	420	000	0000	000	705	1,690.00	2/17/2026	Sapphire Window Cleaning, Llc	CLEANING SERVICES	Maintenance
261836	21	066	2620	651	000	0000	000	520	12,397.10	2/17/2026	Classic Paper Supply, Inc	APPLIANCES, Furniture and Fixtures	Maintenance
261849	21	067	1000	653	100	0000	000	767	58.89	2/18/2026	Amazon	TECHNOLOGY - RELATED SUPPLIES	Technology
261861	21	066	2620	651	000	0000	000	145	13,600.00	2/20/2026	Ferguson Enterprises LLC	APPLIANCES, Furniture and Fixtures	Maintenance
261869	21	318	2220	651	000	0000	000	105	6,600.00	2/23/2026	Classic Paper Supply, Inc	APPLIANCES, Furniture and Fixtures	Redbud
261869	21	318	2220	651	000	0000	000	110	7,400.00	2/23/2026	Classic Paper Supply, Inc	APPLIANCES, Furniture and Fixtures	Redbud
261869	21	318	2220	651	000	0000	000	115	7,000.00	2/23/2026	Classic Paper Supply, Inc	APPLIANCES, Furniture and Fixtures	Redbud
261869	21	318	2220	651	000	0000	000	120	6,000.00	2/23/2026	Classic Paper Supply, Inc	APPLIANCES, Furniture and Fixtures	Redbud
261869	21	318	2220	651	000	0000	000	125	6,100.00	2/23/2026	Classic Paper Supply, Inc	APPLIANCES, Furniture and Fixtures	Redbud
261869	21	318	2220	651	000	0000	000	130	6,200.00	2/23/2026	Classic Paper Supply, Inc	APPLIANCES, Furniture and Fixtures	Redbud
261869	21	318	2220	651	000	0000	000	135	7,900.00	2/23/2026	Classic Paper Supply, Inc	APPLIANCES, Furniture and Fixtures	Redbud
				Building Fund Total					190,195.99				
261766	22	763	3140	651	700	0000	000	705	4,375.00	2/10/2026	Amundsen	APPLIANCES, Furniture and Fixtures	Special Education
261844	22	763	3140	420	700	0000	000	105	570.00	2/17/2026	Fam Employees Services LLC	CLEANING SERVICES	Child Nutrition
261844	22	763	3140	420	700	0000	000	110	339.00	2/17/2026	Fam Employees Services LLC	CLEANING SERVICES	Child Nutrition
261844	22	763	3140	420	700	0000	000	115	431.00	2/17/2026	Fam Employees Services LLC	CLEANING SERVICES	Child Nutrition
261844	22	763	3140	420	700	0000	000	120	431.00	2/17/2026	Fam Employees Services LLC	CLEANING SERVICES	Child Nutrition
261844	22	763	3140	420	700	0000	000	130	570.00	2/17/2026	Fam Employees Services LLC	CLEANING SERVICES	Child Nutrition
261844	22	763	3140	420	700	0000	000	135	563.00	2/17/2026	Fam Employees Services LLC	CLEANING SERVICES	Child Nutrition
261844	22	763	3140	420	700	0000	000	140	591.00	2/17/2026	Fam Employees Services LLC	CLEANING SERVICES	Child Nutrition
261844	22	763	3140	420	700	0000	000	145	626.00	2/17/2026	Fam Employees Services LLC	CLEANING SERVICES	Child Nutrition
261844	22	763	3140	420	700	0000	000	520	1,683.00	2/17/2026	Fam Employees Services LLC	CLEANING SERVICES	Child Nutrition
261844	22	763	3140	420	700	0000	000	705	2,196.00	2/17/2026	Fam Employees Services LLC	CLEANING SERVICES	Child Nutrition
				Child Nutrition Fund Total					12,375.00				

PONumber	FD	PROJ	FUNC	OBJ	PROG	SUBJ	JOB	SITE	Amount	PODate	OrderName	AcctDescription	Budget
261735	31	271	1000	655	100	3001	000	705	2,120.00	2/4/2026	Palen Music Center	INSTRUMENTS	Band
261738	31	241	2220	641	000	0000	000	135	220.95	2/4/2026	Perma-Bound	BOOKS (eBooks)	Libreary Media
261793	31	251	1000	653	100	0000	000	767	7,383.09	2/13/2026	Imagenet Consulting LLC	TECHNOLOGY - RELATED SUPPLIES	Technology
261816	31	241	2220	641	000	0000	000	150	2,250.06	2/16/2026	Perma-Bound	BOOKS (eBooks)	Libreary Media
261864	31	251	1000	653	100	0000	000	767	13,306.25	2/20/2026	Apptegy, Inc.	TECHNOLOGY - RELATED SUPPLIES	Technology
261865	31	251	1000	653	100	0000	000	767	14,400.00	2/23/2026	Monday.Com Ltd	TECHNOLOGY - RELATED SUPPLIES	Technology
261871	31	241	2220	641	000	0000	000	705	919.06	2/23/2026	Follett Content Solutions Llc	BOOKS (eBooks)	Libreary Media
261897	31	241	2220	641	000	0000	000	120	2,169.74	2/26/2026	Follett Content Solutions Llc	BOOKS (eBooks)	Libreary Media
261898	31	241	2220	641	000	0000	000	120	1,730.26	2/26/2026	Capstone	BOOKS (eBooks)	Libreary Media
261901	31	220	4720	450	000	0000	000	135	60,000.00	2/26/2026	Manhattan Contruction Company	CONSTRUCTION (OUTSIDE CONTRACTORS)	Elementary Renovations

INVESTMENT LEDGER - January 2026

Investment Institution	Type	Cusip# Account #	Purchase Date	Maturity Date	Rate	Current Month Principal	Projected Interest [1]	Par	Interest Payment Frequency	Interest Rcvd	Actual January Interest	Total FY26 Interest
Bank of Oklahoma												
Bank # 4												-
												-
												-
												-
				BOK Investment Total		**0.00**	**0.00**	**0.00**		EOM BOK Interest	$73,222.50	$97,055.83
BOK CDARS												
	CDAR's CD	1031287495	6/5/25	6/2/26	4.34	$15,000,000.00	$651,000.00	$15,000,000.00	Maturity			
	CDAR's CD	1032605415	1/22/26	7/23/26	3.64	$30,000,000.00	$544,504.11	$30,000,000.00	Maturity			
				BOK CDARs Investment Total		$45,000,000.00	$1,195,504.11	$45,000,000.00		**EOM CDARs Interest**	$ -	$ 368,172.46
YNB Inv.												
Bank #7												
	CD	700997920a	01/29/26	04/28/26	3.600	**20,870,000.00**	175,561.64	**$20,870,000.00**				
	CD	701006910	01/22/26	04/23/26	3.700	15,000,000.00	135,328.77	$15,000,000.00				
				YNB Investment Total		**35,870,000.00**	**310,890.41**	**35,870,000.00**		**EOM YNB Interest**	$870,000.00	$870,000.00
				Total Investments		**80,870,000.00**	**1,506,394.52**	**$80,870,000.00**				
										Monthly Interest Earned	$ 943,222.50	$1,335,228.29
										Interest Earned YTD	$1,335,228.29	$1,335,228.29
BOK Matured Investments												
	Treasury Bill	912797RN9/882019220	9/18/25	11/12/25	3.978	3,976,166.67	$23,834.12	$4,000,000.00	Maturity			$23,833.33
	United States Treasury Bill	912797SF5/882019219	9/18/25	01/13/26	3.854	5,926,777.50	$74,470.53	$6,000,000.00	Maturity		$73,222.50	$73,222.50
BOK CDARS Matured Investments												0
	CDAR's CD	1031885767	9/18/25	12/18/25	3.92	$4,000,000.00	$39,092.60	$4,000,000.00	maturity			$39,281.95
	CDAR's CD	1031287487	6/5/25	12/4/25	4.35	$15,000,000.00	$652,500.00	$15,000,000.00	Maturity			$328,890.51
YNB Matured Investments												
	CD	700997920	01/29/25	1/29/26	4.350	$ 20,000,000.00	$ 870,000.00	$20,870,000.00	Maturity		$ 870,000.00	$ 870,000.00

Amount & Maturity	Respondent #1	Respondent #2	Respondent #3	Respondent #4	Resondent #5	Respondent #6	Respondent #7
15 Million - 3 month	3.65% APR / 3.717% APY	3.43%	3.50% APY	3.691% APY	3.70% APY	N/A	3.70% APR/ 3.73% APY
30 Million - 6 Month	3.64% APR / 3.706.% APY	3.44%	3.50% APY	3.671% APY	3.40% APY	N/A	N/A

YUKON PUBLIC SCHOOLS
DISTRICT I-27, CANADIAN COUNTY
TREASURER'S GENERAL LEDGER
2025-2026 January-26

	Assets	Balance	Total Deposits And Collections	Transfers In/<Out>	Drawn and Warrants Paid	Balance
Cash						
0101	YNB - 1910	13,433.84	0.57	0.00	0.00	13,434.41
0110	YNB - 9770	2,917,792.13	42,025,234.54	-34,500,000.00	8,085,397.29	2,357,629.38
0111	YNB - 4140 - Reserve Account	1,338,683.58	0.00	0.00	0.00	1,338,683.58
0102	Bank of Oklahoma - Checking	251.23	8.22	0.00	0.00	259.45
0106	Oklahoma Liquid Asset Program	0.00	0.00	0.00	0.00	0.00
0108	Bank of Oklahoma - Insured Cash Sweep (ICS)	21,780,743.89	114,132.83	-4,500,000.00	0.00	17,394,876.72
	Deposits/Checks in Transit	0.00	0.00	0.00	0.00	0.00
	Bank Adjustment	0.00	-114.56	0.00	-114.56	0.00
	Total Cash	26,050,904.67	42,139,261.60	-39,000,000.00	8,085,282.73	21,104,883.54
Investments						
0104	CD - Bank of Oklahoma	5,926,777.50	73,222.50	-6,000,000.00	0.00	0.00
0104	CD - Bank of Ok. Investment in Transit	0.00	0.00	0.00	0.00	0.00
0105	CDAR's	15,000,000.00	0.00	30,000,000.00	0.00	45,000,000.00
0107	CD - YNB	20,000,000.00	870,000.00	15,000,000.00	0.00	35,870,000.00
0109	Goldman Sachs	0.00	0.00	0.00	0.00	0.00
	Total Investments	40,926,777.50	943,222.50	39,000,000.00	0.00	80,870,000.00
Total Assets		66,977,682.17	43,082,484.10	0.00	8,085,282.73	101,974,883.54
	Liabilities and Fund Balances					
	2025-26 General Fund	6-11	11,196,528.10	25,272,487.24	0.00	7,565,741.00	28,903,274.34
	2024-25 General Fund Refund Liability	6-11					
	2024-25 General Fund	5-11	2,833,428.02	0.00	0.00	0.00	2,833,428.02
	2025-26 Building Fund	6-21	7,599,958.12	2,475,908.03	0.00	400,085.91	9,675,780.24
	2025-26 Building Fund Refund Liability	6-21		0.00	0.00	0.00	0.00
	2024-25 Building Fund	5-21	207,288.01	0.00	0.00	0.00	207,288.01
	2025-26 Child Nutrition Fund	6-22	2,716,746.64	275,893.70	0.00	5,292.21	2,987,348.13
	2024-25 Child Nutrition Fund	5-22	0.50	0.00	0.00	0.00	0.50
	2021 Building Bond	6-31	37,248,611.01	0.00	0.00	114,163.61	37,134,447.40
	2021 Building Bond Refund Liability	6-31		0.00	0.00	0.00	
	2021 Building Bond	5-31	331,245.73	0.00	0.00	0.00	331,245.73
	2013 Transportation Bond	6-39	1,300,230.97	0.00	0.00	0.00	1,300,230.97
	2013 Transportation Bond	5-39	0.00	0.00	0.00	0.00	0.00
	2025-26 Sinking Fund	6-41	2,195,786.67	15,058,195.13	0.00	0.00	17,253,981.80
	2024-25 Sinking Fund	5-41	0.00	0.00	0.00	0.00	0.00
	2025-26 Vision Insurance Plan	6-82	323,032.63	0.00	0.00	0.00	323,032.63
	2024-25 Vision Insurance Plan	5-82	0.00	0.00	0.00	0.00	0.00
	2025-26 Workers Comp Fund	6-83	29,158.65	0.00	0.00	0.00	29,158.65
	2024-25 Workers Comp Fund	5-83	0.00	0.00	0.00	0.00	0.00
	2025-26 Casualty/Flood Insurance Fund	6-86	761,385.15	0.00	0.00	0.00	761,385.15
	2024-25 Casualty/Flood Insurance Fund	5-86	0.00	0.00	0.00	0.00	0.00
	2025-26 Unemployment Comp	6-87	234,281.97	0.00	0.00	0.00	234,281.97
	2024-25 Unemployment Comp	5-87	0.00	0.00	0.00	0.00	0.00
Total Liabilities and Fund Balances			66,977,682.17	43,082,484.10	0.00	8,085,282.73	101,974,883.54

YUKON PUBLIC SCHOOLS
DISTRICT I-27, CANADIAN COUNTY
TREASURER'S GENERAL LEDGER
2025-2026 February-26

	Assets	Total Deposits And Collections	Transfers In/<Out>	Drawn and Warrants Paid	Balance	Total Deposits And Collections
Cash						
0101	YNB - 1910	0.00	0.00	0.00	13,434.41	0.00
0110	YNB - 9770	0.00	0.00	0.00	2,357,629.38	0.00
0111	YNB - 4140 - Reserve Account	0.00	0.00	0.00	1,338,683.58	0.00
0102	Bank of Oklahoma - Checking	0.00	0.00	0.00	259.45	0.00
0106	Oklahoma Liquid Asset Program	0.00	0.00	0.00	0.00	0.00
0108	Bank of Oklahoma - Insured Cash Sweep (ICS)	0.00	0.00	0.00	17,394,876.72	0.00
	Deposits/Checks in Transit	0.00	0.00	0.00	0.00	0.00
	Bank Adjustment	0.00	0.00	0.00	0.00	0.00
	Total Cash	0.00	0.00	0.00	21,104,883.54	0.00
Investments						
0104	CD - Bank of Oklahoma	0.00	0.00	0.00	0.00	0.00
0104	CD - Bank of Ok. Investment in Transit	0.00	0.00	0.00	0.00	0.00
0105	CDAR's	0.00	0.00	0.00	45,000,000.00	0.00
0107	CD - YNB	0.00	0.00	0.00	35,870,000.00	0.00
0109	Goldman Sachs	0.00	0.00	0.00	0.00	0.00
	Total Investments	0.00	0.00	0.00	80,870,000.00	0.00
Total Assets		0.00	0.00	0.00	101,974,883.54	0.00
	Liabilities and Fund Balances					
	2025-26 General Fund	6-11	0.00	0.00	0.00	28,903,274.34	0.00
	2024-25 General Fund Refund Liability	6-11					
	2024-25 General Fund	5-11	0.00	0.00	0.00	2,833,428.02	0.00
	2025-26 Building Fund	6-21	0.00	0.00	0.00	9,675,780.24	0.00
	2025-26 Building Fund Refund Liability	6-21	0.00	0.00	0.00	0.00	0.00
	2024-25 Building Fund	5-21	0.00	0.00	0.00	207,288.01	0.00
	2025-26 Child Nutrition Fund	6-22	0.00	0.00	0.00	2,987,348.13	0.00
	2024-25 Child Nutrition Fund	5-22	0.00	0.00	0.00	0.50	0.00
	2021 Building Bond	6-31	0.00	0.00	0.00	37,134,447.40	0.00
	2021 Building Bond Refund Liability	6-31	0.00	0.00	0.00		0.00
	2021 Building Bond	5-31	0.00	0.00	0.00	331,245.73	0.00
	2013 Transportation Bond	6-39	0.00	0.00	0.00	1,300,230.97	0.00
	2013 Transportation Bond	5-39	0.00	0.00	0.00	0.00	0.00
	2025-26 Sinking Fund	6-41	0.00	0.00	0.00	17,253,981.80	0.00
	2024-25 Sinking Fund	5-41	0.00	0.00	0.00	0.00	0.00
	2025-26 Vision Insurance Plan	6-82	0.00	0.00	0.00	323,032.63	0.00
	2024-25 Vision Insurance Plan	5-82	0.00	0.00	0.00	0.00	0.00
	2025-26 Workers Comp Fund	6-83	0.00	0.00	0.00	29,158.65	0.00
	2024-25 Workers Comp Fund	5-83	0.00	0.00	0.00	0.00	0.00
	2025-26 Casualty/Flood Insurance Fund	6-86	0.00	0.00	0.00	761,385.15	0.00
	2024-25 Casualty/Flood Insurance Fund	5-86	0.00	0.00	0.00	0.00	0.00
	2025-26 Unemployment Comp	6-87	0.00	0.00	0.00	234,281.97	0.00
	2024-25 Unemployment Comp	5-87	0.00	0.00	0.00	0.00	0.00
Total Liabilities and Fund Balances			0.00	0.00	0.00	101,974,883.54	0.00

YUKON PUBLIC SCHOOLS
DISTRICT I-27, CANADIAN COUNTY
TREASURER'S GENERAL LEDGER
2025-2026

FY26 CUMULATIVE

	Assets	Balance Beg. Of Year	Total Deposits And Collections	Transfers In/<Out>	Drawn and Warrants Paid	Balance
Cash						
0101	YNB - 1910	14,851.16	304.25	-1,721.00	0.00	13,434.41
0110	YNB - 9770	1,818,407.85	71,628,348.36	-8,597,654.12	62,491,472.71	2,357,629.38
0111	YNB - 4140 - Reserve Account	0.00	29.33	1,849,375.12	510,720.87	1,338,683.58
0102	Bank of Oklahoma - Checking	251.23	8.22	0.00	0.00	259.45
0106	Oklahoma Liquid Asset Program	0.00	114,132.83	-4,500,000.00	0.00	-4,385,867.17
0108	Bank of Oklahoma - Insured Cash Sweep (ICS)	39,665,333.77	399,771.89	-18,284,361.77	0.00	21,780,743.89
	Deposits/Checks in Transit	4,158.04	-4,158.04	0.00	0.00	0.00
	Bank Adjustment	0.00	-162,163.63	-1,721.00	-163,884.63	0.00
	Total Cash	41,503,002.05	71,976,273.21	-29,536,082.77	62,838,308.95	21,104,883.54
Investments						
0104	CD - Bank of Oklahoma	0.00	97,055.83	-97,055.83	0.00	0.00
0104	CD - Bank of Ok. Investment in Transit	0.00	0.00	0.00	0.00	0.00
0105	CDAR's	30,000,000.00	368,172.46	14,631,827.54	0.00	45,000,000.00
0107	CD - YNB	20,000,000.00	870,000.00	15,000,000.00	0.00	35,870,000.00
0109	Goldman Sachs	0.00	409.94	-409.94	0.00	0.00
	Total Investments	50,000,000.00	1,335,638.23	29,534,361.77	0.00	80,870,000.00
Total Assets		91,503,002.05	73,311,911.44	-1,721.00	62,838,308.95	101,974,883.54
	Liabilities and Fund Balances					
	2025-26 General Fund	6-11	0.00	53,837,734.36	15,021,241.20	39,956,794.72	28,902,180.84
	2024-25 General Fund Refund Liability	6-11				-1,093.50	1,093.50
	2024-25 General Fund	5-11	28,255,658.30	0.00	-15,021,241.20	10,400,989.08	2,833,428.02
	2025-26 Building Fund	6-21	0.00	2,582,202.26	10,424,209.27	3,330,642.53	9,675,780.24
	2025-26 Building Fund Refund Liability	6-21	0.00	11.24	0.00	0.00	
	2024-25 Building Fund	5-21	11,053,382.54	0.00	-10,424,209.27	421,885.26	207,288.01
	2025-26 Child Nutrition Fund	6-22	0.00	1,496,943.94	2,842,833.35	1,352,429.16	2,987,348.13
	2024-25 Child Nutrition Fund	5-22	3,074,590.45	0.00	-2,842,833.35	231,756.60	0.50
	2021 Building Bond	6-31	0.00	300.00	42,512,541.74	5,378,394.34	37,134,447.40
	2021 Building Bond Refund Liability	6-31	0.00	1,421.00	0.00	1,421.00	
	2021 Building Bond	5-31	43,458,945.82	0.00	-42,514,262.74	613,437.35	331,245.73
	2013 Transportation Bond	6-39	0.00	0.00	1,424,688.97	124,458.00	1,300,230.97
	2013 Transportation Bond	5-39	1,424,688.97	0.00	-1,424,688.97	0.00	0.00
	2025-26 Sinking Fund	6-41	0.00	15,393,298.64	2,886,314.41	1,025,631.25	17,253,981.80
	2024-25 Sinking Fund	5-41	2,886,314.41	0.00	-2,886,314.41	0.00	0.00
	2025-26 Vision Insurance Plan	6-82	0.00	0.00	323,032.63	0.00	323,032.63
	2024-25 Vision Insurance Plan	5-82	323,032.63	0.00	-323,032.63	0.00	0.00
	2025-26 Workers Comp Fund	6-83	0.00	0.00	29,158.65	0.00	29,158.65
	2024-25 Workers Comp Fund	5-83	29,158.65	0.00	-29,158.65	0.00	0.00
	2025-26 Casualty/Flood Insurance Fund	6-86	0.00	0.00	761,385.15	0.00	761,385.15
	2024-25 Casualty/Flood Insurance Fund	5-86	761,385.15	0.00	-761,385.15	0.00	0.00
	2025-26 Unemployment Comp	6-87	0.00	0.00	235,845.13	1,563.16	234,281.97
	2024-25 Unemployment Comp	5-87	235,845.13	0.00	-235,845.13	0.00	0.00
Total Liabilities and Fund Balances			91,503,002.05	73,311,911.44	-1,721.00	62,838,308.95	101,974,883.54

National School Lunch Program - School Food Authority Claim Summary

09-I027 YUKON
600 Maple Street
Yukon, OK 73099-2533

General Information

Date Signed	2/9/2026	Revision	Original		
Claim Date	2/9/2026	Claim Month	January	Claim Year	2026
Number of Days In Operation	14	Number of Sites	12	Number of Children Enrolled	9457

☐ This district is claiming students who are not enrolled (i.e., visiting students, adult education students, or out-of-home placement students.

☐ This district is claiming preprimary students who are not enrolled (preprimary children under the age of four).

Comments

Number of Enrolled Students On Site

Free	3652	Reduced	1660	Paid	4791

Average Daily Participation

Breakfast	1665	Lunch	4531

Adult and Contract Meals

Adult Lunches	112	Contract Lunches	238
Adult Snacks	112	Contract Snacks	238
Adult Breakfast	0	Contract Breakfast	0
Adult SNB	112	Contract SNB	238

Provision 2

Provision 3

CEP

Breakfast

Type	Meals	Rate	Reimbursement
Free	0	$2.46	$0.00
Reduced	0	$2.16	$0.00
Paid	0	$0.40	$0.00
Total	0		$0.00

Note: Regular breakfast served – do not include severe need breakfast (SNB) sites.

Severe Need Breakfast

Type	Meals	Rate	Reimbursement
Free	13494	$2.94	$39,672.36
Reduced	2797	$2.64	$7,384.08
Paid	7008	$0.40	$2,803.20
Total	23299		$49,859.64

Note: Severe Need Breakfasts Served - Do not include Regular Breakfast sites.

Breakfast - Sub-Totals

Total Breakfast Reimbursement:	$49,859.64
Total Adjustments:	$0.00
Warrant Amount:	$49,859.64

Lunch

Type	Meals	Rate	Reimbursement
Free	29781	$4.62	$137,588.22
Reduced	8065	$4.22	$34,034.30
Paid	25585	$0.46	$11,769.10
Performance Incentive	63431	0.09	$5,708.79
Total	63431		$189,100.41

After School Snack Program (ASSP)

Over 50%

Meals	Rate	Reimbursement
1732	$1.26	$2,182.32

Under 50%

After School Snack Program Sub-Total

Total Meals 1732 Reimbursement $2,182.32

Lunch / Snack Sub-Totals

Total Lunch/Snack Reimbursement:	$191,282.73
Total Adjustments:	$0.00

Warrant Amount: $191,282.73

Special Milk - Non Pricing

Special Milk - Option 1

Special Milk - Option 2

Special Milk - Sub-Totals

NSLP SFA Summary Total

$241,142.37

Advances and Payments

Advance Amount	$0.00	Adjusted Amount	$0.00
Payment Plan Amount	$0.00	Previous Claim Amount	$0.00
Amount Paid	$241,142.37		

Claim Management

Submit	Print Disbursement	Claims
Print Claim Summary	Use 60 Day Exception	Process Claims
Print Site Summary	Override 60 Day Exception	
Unsubmit SFA Claim		

If you have questions or need assistance, please contact our office at 405-521-3327.

Yukon Public Schools
FY26 Activity Fund Summary to General Ledger Comparison Report Totals
January 2026

Group	Range Beginning Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
821001 to 995001	$ 2,526,953.90	$ 150,718.01	$ (90,806.62)	$ 2,586,865.29	$ (347,388.31)	$ 2,239,476.98
HS Athletics	$ 458,245.29	$ 28,097.22	$ (43,943.04)	$ 442,399.47	$ (82,867.26)	$ 359,532.21
MS Athletics	$ 28,622.73	$ 5,522.00	$ (1,740.00)	$ 32,404.73	$ (7,947.00)	$ 24,457.73
Child Nutrition	$ 555,856.42	$ 103,936.28	$ (217.35)	$ 659,575.35	$ (24.00)	$ 659,551.35
	$ 3,569,678.34	**$ 288,273.51**	**$ (136,707.01)**	**$ 3,721,244.84**	**$ (438,226.57)**	**$ 3,283,018.27**

General Ledger	**$**	**3,721,244.84**
Variance	**$**	**-**

Student Activities Summary Report

Fiscal Year: 2025-2026

From: 1/1/2026 To: 1/31/2026

☐ Print Detail ☐ Page Break by Activity

☐ Exclude Encumbrances ☑ Reverse Signs ☐ Subtotal By Journal

		Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
821001	Art - YMS	178.64	.00	.00	178.64	.00	178.64
824001	Cheerleaders - YMS	8,361.01	5,255.00	(877.89)	12,738.12	(3,815.15)	8,922.97
832001	National Junior Honor Society - YMS	118.37	.00	.00	118.37	.00	118.37
838001	Gifted - YMS	2,906.54	.00	.00	2,906.54	.00	2,906.54
845001	Library - YMS	20,153.60	8,012.50	(11,537.93)	16,628.17	(7,668.11)	8,960.06
848001	P.E. - YMS	.00	.00	.00	.00	.00	.00
848002	Boys Basketball - YMS	437.30	.00	.00	437.30	(135.10)	302.20
848003	Martin Gym Account - YMS - Closed	.00	.00	.00	.00	.00	.00
848004	Football - YMS	1,196.62	.00	.00	1,196.62	.00	1,196.62
848005	Girls Basketball - YMS	1,532.99	103.00	.00	1,635.99	.00	1,635.99
848006	Track - YMS	223.82	.00	.00	223.82	.00	223.82
848007	Cross Country - YMS	986.04	.00	.00	986.04	.00	986.04
848009	Volleyball - YMS	.30	.00	.00	.30	.00	.30
848010	Tennis - YMS	550.06	.00	.00	550.06	.00	550.06
853001	Academic Team - YMS	131.15	.00	.00	131.15	.00	131.15
854001	Science Fund - YMS	4,398.81	.00	(132.95)	4,265.86	(137.90)	4,127.96
855001	Student Council - YMS	2,374.37	.00	.00	2,374.37	(210.00)	2,164.37
855002	MILL Week - YMS	480.12	.00	.00	480.12	.00	480.12
856001	International Club - YMS	30.00	.00	.00	30.00	.00	30.00
857001	Outdoor Education - YMS	48.63	.00	.00	48.63	.00	48.63
859001	Tech Ed - YMS	2,982.05	.00	.00	2,982.05	(758.00)	2,224.05
861001	Vocal Music - YMS	4,406.00	32.00	.00	4,438.00	(1,737.21)	2,700.79
861003	Theatre Production - YMS	814.85	.00	.00	814.85	.00	814.85

Student Activities Summary Report

Fiscal Year: 2025-2026

From: 1/1/2026 To: 1/31/2026

☐ Print Detail ☐ Page Break by Activity

☐ Exclude Encumbrances ☑ Reverse Signs ☐ Subtotal By Journal

		Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
862001	Orchestra MS	9,578.00	.00	(125.00)	9,453.00	(1,893.00)	7,560.00
881001	Principals - Fund Raiser - YMS	52,964.38	355.19	.00	53,319.57	(1,605.27)	51,714.30
881002	Yearbooks & Pictures - YMS	16,329.51	.00	.00	16,329.51	(10,000.00)	6,329.51
881003	Lowes Grant - YMS	53.69	.00	.00	53.69	.00	53.69
881004	FACS - YMS	10,480.92	.00	.00	10,480.92	.00	10,480.92
881005	PTO - YMS	773.99	.00	.00	773.99	.00	773.99
881006	Softball - YMS	2,490.15	.00	.00	2,490.15	.00	2,490.15
881007	Field Trips - YMS	252.18	.00	.00	252.18	.00	252.18
881008	Miller Mall - YMS	643.89	.00	.00	643.89	(180.35)	463.54
881009	Partners Club - YMS	4,449.05	290.00	.00	4,739.05	(500.00)	4,239.05
881010	Life Skills Class - YMS	142.28	25.75	.00	168.03	(37.62)	130.41
881011	Metro Middle School Conference - YMS	4,049.53	.00	.00	4,049.53	(554.78)	3,494.75
881012	Middle School Athletics - YMS	1,653.62	.00	.00	1,653.62	.00	1,653.62
881014	7th Grade Rewards - YMS	2,808.82	.00	.00	2,808.82	.00	2,808.82
881015	Dungeon's & Dragons Club - YMS	253.60	.00	.00	253.60	.00	253.60
881016	8th Grade Rewards - YMS	933.79	.00	.00	933.79	.00	933.79
881017	Spirit Hoops - YMS	681.03	.00	.00	681.03	.00	681.03
881018	Disc Golf Club - YMS	3,322.49	.00	.00	3,322.49	.00	3,322.49
884001	Sunshine - YMS	617.15	.00	.00	617.15	.00	617.15
885001	FCCLA -Monroe - YMS	281.19	.00	(10.00)	271.19	(30.00)	241.19
911001	General Fund Clearing - Community Ed Classes	22,928.78	4,730.85	.00	27,659.63	.00	27,659.63
911002	General Fund Clearing - Community Ed - Curriculum	.00	.00	.00	.00	.00	.00
912001	General Fund Clearing - Books/Parking - YHS	237.99	50.39	.00	288.38	.00	288.38

Student Activities Summary Report

Fiscal Year: 2025-2026

From: 1/1/2026 To: 1/31/2026

☐ Print Detail ☐ Page Break by Activity

☐ Exclude Encumbrances ☑ Reverse Signs ☐ Subtotal By Journal

		Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
912002	General Fund Clearing - Cafeteria - YHS	.00	.00	.00	.00	.00	.00
912003	General Fund Clearing - FFA Pen Deposits - YHS	200.00	.00	.00	200.00	.00	200.00
913001	General Refund - District Service Clearing - Ele	796.90	6,727.40	.00	7,524.30	.00	7,524.30
914001	General Fund Clearing - Child Care	373,557.43	65,939.39	.00	439,496.82	.00	439,496.82
914002	General Fund Clearing - Young Minds Child Care	79,156.85	18,793.70	.00	97,950.55	.00	97,950.55
915003	RENT - 611 GARTH BROOKS - Ele	.00	.00	.00	.00	.00	.00
921001	Art/ Barrett - YHS	623.12	305.00	(39.36)	888.76	(876.64)	12.12
921002	Art Club - YHS	954.31	.00	.00	954.31	(400.00)	554.31
921003	Art - YHS	1,957.48	.00	.00	1,957.48	(910.42)	1,047.06
922001	ACT Workshop - YHS	376.03	.00	.00	376.03	.00	376.03
923001	Band - YHS	520.08	.00	.00	520.08	(500.00)	20.08
924001	Cheerleaders - YHS	.00	.00	.00	.00	.00	.00
927001	DECA General - YHS	1,380.75	.00	.00	1,380.75	(100.00)	1,280.75
927002	Deca Store - YHS	37,927.54	944.10	(588.67)	38,282.97	(13,671.11)	24,611.86
927003	Projects - YHS	.00	.00	.00	.00	.00	.00
928001	Speech & Debate - YHS	8,915.93	.00	.00	8,915.93	.00	8,915.93
929001	Drama - YHS	6,848.11	.00	(615.00)	6,233.11	(350.00)	5,883.11
933001	Transition Center - YHS	2,862.81	328.00	.00	3,190.81	(135.87)	3,054.94
933002	Special Ed/ Coffee Cart - YHS	.00	.00	.00	.00	.00	.00
933003	Transition - Miller Makers - YHS	295.70	.00	.00	295.70	(93.20)	202.50
933004	Transition - Chipsters - YHS	.00	.00	.00	.00	.00	.00
933005	Miller Mercantile - YHS	1,180.28	36.00	.00	1,216.28	(200.00)	1,016.28

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934001	History Club/ Jewell - YHS	648.57	.00	.00	648.57	.00	648.57
935001	FFA General - YHS	26,778.67	2,531.00	(3,757.20)	25,552.47	(3,115.00)	22,437.47
936001	FCCLA - YHS	6,779.44	.00	(150.00)	6,629.44	(2,621.57)	4,007.87
936002	Charities - YHS	2,017.18	.00	.00	2,017.18	.00	2,017.18
936003	Scholarship - YHS	429.44	.00	.00	429.44	.00	429.44
937001	E-Sports - YHS	1,573.12	.00	.00	1,573.12	.00	1,573.12
938001	Academic Services - YHS	625.77	.00	.00	625.77	.00	625.77
938003	AP Gifted HS - YHS	53,123.83	322.56	.00	53,446.39	(30,182.00)	23,264.39
938004	Gifted & Talented Field Trips - YHS	617.05	.00	.00	617.05	.00	617.05
940001	Horticulture - YHS	10,293.17	.00	(99.24)	10,193.93	(2,400.76)	7,793.17
941001	Library - YHS	4,309.63	34.00	.00	4,343.63	(172.98)	4,170.65
942001	Carpentry - YHS	14,462.92	.00	(857.02)	13,605.90	(2,500.00)	11,105.90
943001	Yukon Academic Team - YHS	2,755.65	.00	.00	2,755.65	.00	2,755.65
944001	Junior Class - YHS	110,783.82	.00	(856.73)	109,927.09	(14,300.00)	95,627.09
945001	Laiceps - YHS	3,520.42	200.50	(133.06)	3,587.86	(168.84)	3,419.02
945002	Yukon Special Athletes - YHS	1,960.49	.00	.00	1,960.49	.00	1,960.49
945003	District Special Ed - YHS	.00	.00	.00	.00	.00	.00
945004	Oklahoma Unified - YHS	.00	.00	.00	.00	.00	.00
947001	National Honor Society - YHS	6,096.75	30.00	(601.97)	5,524.78	(2,623.99)	2,900.79
948001	YHS School Spirit - YHS	1,095.11	.00	.00	1,095.11	.00	1,095.11
949001	Pom Pon - YHS	.00	.00	.00	.00	.00	.00
950001	Psychology Club - YHS	60.00	.00	.00	60.00	.00	60.00
951001	Physical Education - YHS	.00	.00	.00	.00	.00	.00

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952001	YHS Minority Student Union	1,613.94	.00	.00	1,613.94	(400.00)	1,213.94
953001	Pre-Med Club - YHS	1,129.55	.00	.00	1,129.55	.00	1,129.55
954001	Science Department - YHS	4,499.70	.00	(1,833.43)	2,666.27	(890.66)	1,775.61
954003	APES- YHS	13.90	.00	.00	13.90	.00	13.90
954004	Robotics & Engineering - YHS	3,742.03	.00	.00	3,742.03	.00	3,742.03
955001	Senior Class - YHS	9,316.30	.00	(742.50)	8,573.80	(600.00)	7,973.80
956001	Spanish - YHS	563.45	.00	.00	563.45	.00	563.45
956002	Step Club - YHS	110.43	.00	.00	110.43	.00	110.43
957001	Student Asstistance - YHS	31.00	.00	.00	31.00	.00	31.00
958001	Student Council - YHS	3,854.37	.00	(620.02)	3,234.35	(4,380.51)	(1,146.16)
958002	Red Cross Scholarship - YHS	1,000.00	.00	.00	1,000.00	.00	1,000.00
958003	State Convention - YHS	278.19	.00	.00	278.19	.00	278.19
958006	Student Council District 8 - YHS	411.85	.00	.00	411.85	.00	411.85
959001	FCCLA/ Culinary Arts - YHS	9,038.80	41.00	(424.39)	8,655.41	(4,006.00)	4,649.41
961001	Vocal/ Chapin - YHS	34,525.13	4,396.43	(7,824.00)	31,097.56	(2,530.02)	28,567.54
961002	Musical - YHS	11,237.42	.00	.00	11,237.42	(7,754.54)	3,482.88
961003	Trip/Choir - YHS	.00	.00	.00	.00	.00	.00
962001	Leadership/ Andrews - YHS	131.96	.00	.00	131.96	.00	131.96
963001	M.I.L.L. Week - YHS	13,118.18	87.41	(1,628.34)	11,577.25	(8,200.00)	3,377.25
964001	Yearbook/Journalism - YHS	24,631.07	.00	.00	24,631.07	(2,058.28)	22,572.79
965001	STEM - YHS	2,621.47	.00	.00	2,621.47	(350.00)	2,271.47
965002	STEM/TSA - YHS	8,012.62	.00	.00	8,012.62	(550.00)	7,462.62
966001	Equestrian Club - YHS	87.90	.00	.00	87.90	.00	87.90

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967001	Partners Club - YHS	6,336.77	.00	(72.97)	6,263.80	(1,857.69)	4,406.11
969001	Yukon Reading Council - YHS	1,560.97	.00	.00	1,560.97	.00	1,560.97
970001	BPA - YHS	260.00	.00	.00	260.00	(150.00)	110.00
970002	BPA/Miller Creations - YHS	706.17	.00	.00	706.17	.00	706.17
970003	BPA/BITE - YHS	895.00	.00	.00	895.00	.00	895.00
971001	Central Elementary Principal - Ele	16,728.71	223.33	(67.36)	16,884.68	(1,400.00)	15,484.68
971002	Central Elementary Library - Ele	7,808.24	25.79	.00	7,834.03	(98.39)	7,735.64
971003	Central Elementary Cheers - Ele	29.50	.00	.00	29.50	.00	29.50
971004	Central Elementary Music - Ele	66.20	.00	.00	66.20	.00	66.20
971005	Central Elementary Music Grant - Ele	67.64	.00	.00	67.64	.00	67.64
971006	Central Elementary Donations - Ele	49.27	.00	.00	49.27	.00	49.27
971007	Central Elementary Student Council - Ele	208.74	.00	.00	208.74	.00	208.74
971010	Central Elmentary PSO 2003 - Ele	20,954.46	.00	.00	20,954.46	(845.74)	20,108.72
971011	Central Elementary Art - Ele	880.65	.00	.00	880.65	.00	880.65
971012	Central Elementary Special Ed - Ele	189.90	.00	.00	189.90	.00	189.90
971013	Central Elementary - Unified Partners - Ele	1,410.05	.00	.00	1,410.05	.00	1,410.05
971014	Central Elmentary HSOK - PE - Ele	82.79	.00	.00	82.79	.00	82.79
972001	Myers Elementary Principal - Ele	28,015.44	.00	(925.00)	27,090.44	(3,396.78)	23,693.66
972002	Myers Elementary Library - Ele	4,702.02	.00	.00	4,702.02	.00	4,702.02
972003	Myers Elementary Student Acct - Ele	770.12	.00	.00	770.12	.00	770.12
972004	Myers Elementary Art - Ele	609.96	.00	.00	609.96	.00	609.96
972005	Myers Elementary Music - Ele	6.16	.00	.00	6.16	.00	6.16
972006	Myers Elementary Healthy Lifestyle - Ele	543.11	.00	.00	543.11	.00	543.11

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972007	Myers Elementary PTO Donations - Ele	944.16	.00	.00	944.16	.00	944.16
972008	Myers Elementary Myers Donations - Ele	1,497.36	.00	.00	1,497.36	.00	1,497.36
972009	Myers Elementary Music Donation - Ele	85.17	.00	.00	85.17	.00	85.17
972010	Myers Elementary Special Ed Donations - Ele	1,900.00	.00	.00	1,900.00	.00	1,900.00
973001	Parkland Elementary Principal - Ele	4,722.72	15.56	.00	4,738.28	(119.99)	4,618.29
973002	Parkland Elementary Library - Ele	10,287.84	.00	(1,279.59)	9,008.25	(6,001.15)	3,007.10
973004	Parkland Elementary Sunshine - Ele	.27	.00	.00	.27	.00	.27
973006	Parkland Elementary $40 for Fourty - Ele	5,325.18	.00	.00	5,325.18	.00	5,325.18
973007	Parkland Elementary PSO - Ele	36,847.16	333.50	(628.88)	36,551.78	(5,974.80)	30,576.98
973008	Parkland Elementary Art - Ele	1,725.64	.00	.00	1,725.64	.00	1,725.64
973009	Parkland Elementary Speech Donation - Ele	2,939.66	.00	.00	2,939.66	.00	2,939.66
973010	Parkland Elementary Park Place - Ele	80.74	.00	.00	80.74	.00	80.74
973011	Parkland Elementary Student Donations - Ele	1,540.94	.00	.00	1,540.94	.00	1,540.94
973012	Parkland Elementary PSO Reserve - Ele	31.13	.00	.00	31.13	.00	31.13
973013	Parkland Elementary Silent Auction - Ele	.00	.00	.00	.00	.00	.00
973014	Parkland Elementary Healthy Lifestyles - Ele	1,401.10	.00	.00	1,401.10	(349.94)	1,051.16
974001	Ranchwood Elementary Principal - Ele	1,151.06	.00	.00	1,151.06	.00	1,151.06
974002	Ranchwood Elementary Library - Ele	20,601.45	.00	.00	20,601.45	.00	20,601.45
974003	Ranchwood Elementary Stuco - Ele	519.87	.00	.00	519.87	.00	519.87
974004	Ranchwood Elementary PTO Teachers - Ele	10,357.57	2,820.00	(463.33)	12,714.24	(5,114.77)	7,599.47
974005	Ranchwood Elementary Grant Donations - Ele	397.12	.00	.00	397.12	.00	397.12
974006	Ranchwood Elementary School Donations - Ele	6,574.67	158.00	.00	6,732.67	(700.00)	6,032.67
974007	Ranchwood Elementary Music - Ele	.00	.00	.00	.00	.00	.00

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974008	Ranchwood Elementary Field Trip Donations - Ele	692.22	.00	.00	692.22	.00	692.22
974009	Ranchwood Elementary Playground Donations - Elem	4,967.02	.00	.00	4,967.02	(800.00)	4,167.02
974010	Ranchwood Elementary Continental Resources Grant	255.38	.00	.00	255.38	.00	255.38
974011	Ranchwood Elementary - PTO Site - Ele	32,768.84	.00	(3,516.51)	29,252.33	(2,167.09)	27,085.24
974012	Ranchwood Elementary RISE Class - Ele	574.81	.00	.00	574.81	(290.00)	284.81
974013	Ranchwood Elementary Unified Athletes	970.69	.00	(72.43)	898.26	(90.00)	808.26
975001	Shedeck Elementary Principal - Ele	6,829.32	105.00	(85.64)	6,848.68	(1,000.00)	5,848.68
975002	Shedeck Elementary Library - Ele	9,646.22	80.99	.00	9,727.21	(41.50)	9,685.71
975003	Shedeck Elementary Music - Ele	279.70	.00	.00	279.70	.00	279.70
975004	Shedeck Elementary Site Enrichment - Ele	262.00	.00	.00	262.00	.00	262.00
975005	Shedeck Elementary PTO Fundraiser - Ele	21,513.52	222.80	(100.00)	21,636.32	(4,518.38)	17,117.94
975006	Shedeck Elementary PTO Donation - Ele	1,460.69	500.00	.00	1,960.69	(1,160.95)	799.74
975007	Shedeck Elementary STEM - Ele	50.16	.00	.00	50.16	.00	50.16
975008	Shedeck Elementary RISE Class - Ele	671.82	231.01	.00	902.83	(370.00)	532.83
975010	Shedeck Elementary StuCo	.00	.00	.00	.00	.00	.00
976001	Skyview Elementary Principal - Ele	6,262.34	799.00	(601.47)	6,459.87	(955.42)	5,504.45
976002	Skyview Elementary Library - Ele	10,191.76	76.73	(6.73)	10,261.76	(8,769.85)	1,491.91
976003	Skyview Elementary PTO Donation - Ele	17,064.10	.00	.00	17,064.10	(1,162.09)	15,902.01
976004	Skyview Elementary PE	342.58	.00	.00	342.58	.00	342.58
976005	Skyview Elementary Music - Ele	3,278.69	.00	.00	3,278.69	(18.39)	3,260.30
976006	Skyview Elementary Stuco - Ele	887.77	.00	.00	887.77	.00	887.77
976008	Skyview Elementary Field Trip Donatoins - Ele	1,250.59	.00	.00	1,250.59	.00	1,250.59

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976009	Skyview Elementary Sunshine - Ele	847.44	70.00	.00	917.44	.00	917.44
976010	Skyview Elementary School Donations - Ele	15,456.88	.00	.00	15,456.88	(5,379.90)	10,076.98
976011	Skyview Elementary Healthy Lifestyles - Ele	3.38	.00	.00	3.38	.00	3.38
976012	Skyview Elementary Art - Ele	1,040.19	.00	.00	1,040.19	.00	1,040.19
976013	Skyview Elementary Watch Dog - Ele	129.76	.00	.00	129.76	.00	129.76
976014	Skyview Elementary Special Athletes - Ele	5,587.12	.00	.00	5,587.12	.00	5,587.12
977001	Surrey Hills Elementary Principal - Ele	9,246.19	1,077.60	(484.67)	9,839.12	(2,151.58)	7,687.54
977002	Surrey Hills Elementary Library - Ele	12,301.04	.00	(748.01)	11,553.03	(1,418.63)	10,134.40
977003	Surrey Hills Elementary Music - Ele	10.06	.00	.00	10.06	.00	10.06
977004	Surrey Hills Elementary PTA-Teacher - Ele	874.49	.00	.00	874.49	.00	874.49
977005	Surrey Hills Elementary Art- Ele	492.64	.00	(167.17)	325.47	(125.00)	200.47
977008	Surrey Hills Elementary Watch Dogs- Ele	.00	.00	.00	.00	.00	.00
977009	Surrey Hills Elementary Sunshine - Ele	954.28	.00	.00	954.28	.00	954.28
977010	Surrey Hills Elementary P.E. - Ele	6.52	.00	.00	6.52	.00	6.52
977011	Surrey Hills Elementary SpEd - Ele	1,568.58	.00	.00	1,568.58	(400.00)	1,168.58
977012	Surrey Hills Elementary Healthy Lifestyles - Ele	18.36	.00	.00	18.36	.00	18.36
978001	Independence Intermediate Principal - Ele	16,267.56	.00	(139.94)	16,127.62	(1,321.79)	14,805.83
978002	Independence Intermediate Library - Ele	2,940.37	.00	.00	2,940.37	(1,012.00)	1,928.37
978003	Independence Intermediate PTO Donations - Ele	38,610.92	534.50	.00	39,145.42	(1,145.27)	38,000.15
978004	Independence Intermediate Art Club - Ele	617.27	.00	.00	617.27	.00	617.27
978005	Independence Intermediate Music/Choir - Ele	5,933.69	.00	.00	5,933.69	(2,529.59)	3,404.10
978006	Independence Intermediate Stuco- Ele	1,799.71	.00	.00	1,799.71	.00	1,799.71
978007	Independence Intermediate Stem Club - Ele	.23	.00	.00	.23	.00	.23

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978008 Independence Intermediate Special Olympics-Ele	600.00	.00	.00	600.00	(100.00)	500.00
978010 Independence Intermediate Healthy Lifestyles - Ele	301.57	.00	.00	301.57	.00	301.57
978011 Independence Intermediate 5th Grade - Ele	.00	.00	.00	.00	.00	.00
978012 Independence Intermeidate Gifted Education - Ele	898.65	.00	.00	898.65	.00	898.65
978013 Independence Intermediate Literacy Account - Ele	445.12	.00	.00	445.12	.00	445.12
979001 Lakeview Intermediate Principal - Ele	9,564.73	290.00	(31.22)	9,823.51	(3,914.53)	5,908.98
979002 Lakeview Intermediate Library - Ele	10,771.75	.00	(275.43)	10,496.32	(2,171.47)	8,324.85
979003 Lakeview Intermediate PTO - Ele	32,930.25	.00	(1,264.77)	31,665.48	(2,584.21)	29,081.27
979004 Lakeview Intermediate Art - Ele	1,360.87	.00	.00	1,360.87	.00	1,360.87
979005 Lakeview Intermediate Music - Ele	8,005.06	.00	(410.48)	7,594.58	(3,450.00)	4,144.58
979006 Lakeview Intermediate Student Leadership - Ele	1,625.72	.00	.00	1,625.72	.00	1,625.72
979007 Lakeview Intermediate Stem Club - Ele	1,581.56	.00	.00	1,581.56	.00	1,581.56
979008 Lakeview Intermediate RISE/LIFE- Ele	2,049.93	.00	.00	2,049.93	.00	2,049.93
979010 Lakeview Intermediate Donations - Ele	.00	.00	.00	.00	.00	.00
979011 Lakeview Intermediate PE - Ele	9,054.76	.00	.00	9,054.76	(1,975.53)	7,079.23
979012 Lakeview Intermediate Gifted - Ele	.00	.00	.00	.00	.00	.00
979013 Lakeview Intermediate Myers Trust Grant - Ele	6,677.56	.00	(6,677.56)	.00	.00	.00
980001 Redstone Intermediate Principal - Ele	77,453.54	.00	.00	77,453.54	(2,233.00)	75,220.54
980002 Redstone Intermediate Library - Ele	12,430.04	6,053.00	(32.93)	18,450.11	(8,942.68)	9,507.43
980004 Redstone Intermediate Art - Ele	.00	.00	.00	.00	.00	.00
980005 Redstone Intermediate Music - Ele	4,780.52	780.00	(1,885.83)	3,674.69	(1,590.00)	2,084.69
980006 Redstone Intermediate Student Leader - Ele	.00	.00	.00	.00	.00	.00

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980007	Redstone Intermediate STEM - Ele	2,520.74	.00	(85.50)	2,435.24	(300.00)	2,135.24
980008	Redstone Intermediate Rise/Life - Ele	2,606.13	144.00	.00	2,750.13	.00	2,750.13
980009	Redstone Intermediate Hospitality - Ele	1,167.65	.00	.00	1,167.65	.00	1,167.65
980010	Redstone Intermediate PE - Ele	.00	.00	.00	.00	.00	.00
980011	Redstone Intermediate Yearbooks - Ele	4,885.71	.00	.00	4,885.71	.00	4,885.71
980012	Redstone Intermediate Green Club - Ele	11.33	.00	.00	11.33	.00	11.33
980013	Redstone Intermediate Productions Club - Ele	1,336.61	110.00	.00	1,446.61	(320.00)	1,126.61
982001	High School Principal's - YHS	87,821.47	3,432.92	(31,710.10)	59,544.29	(24,171.63)	35,372.66
982002	Principal Reserve - YHS	25,744.30	.00	.00	25,744.30	(15,189.44)	10,554.86
982003	HOSA/ Walker - YHS	858.45	350.00	(500.00)	708.45	.00	708.45
982004	Scholarship - YHS	8,848.24	.00	.00	8,848.24	.00	8,848.24
982006	PSAT - YHS	7,194.30	.00	.00	7,194.30	.00	7,194.30
982007	Academic Tutors - YHS	265.74	.00	.00	265.74	.00	265.74
982009	YuCan Club - YHS	7,066.86	.00	.00	7,066.86	.00	7,066.86
982012	AP Scholarships - YHS	650.00	.00	.00	650.00	.00	650.00
982020	Turn It In - YHS	.00	.00	.00	.00	.00	.00
982021	YHS Special Events & Projects (SEP) - YHS	580.20	.00	.00	580.20	.00	580.20
983001	Foundation for Excellence Comm Ed	17,558.68	.00	(388.80)	17,169.88	(5,614.86)	11,555.02
983002	Foundation for Excellence Donations - Comm Ed	23.45	47.30	.00	70.75	.00	70.75
984001	Encouragement - YHS	4,568.16	.00	.00	4,568.16	.00	4,568.16
985001	Helping Hands - Ele	4,414.06	300.00	(667.27)	4,046.79	(1,451.67)	2,595.12
986001	Millers Give - Ele	11,174.66	543.00	(472.40)	11,245.26	(5,175.24)	6,070.02
988001	Administration - Staff Incentives	2,500.77	.00	(70.97)	2,429.80	(450.00)	1,979.80

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988002 Administration - Incentive Interest	20,816.20	4,558.42	.00	25,374.62	.00	25,374.62
988053 Adminstration - Special Education Staff Incentives	2,990.00	.00	.00	2,990.00	.00	2,990.00
988054 Administration - Transportation Staff Incentives	1,340.59	.00	(538.58)	802.01	(197.50)	604.51
988062 Adminstration - Community Engage Staff Incentives	2,424.23	.00	(207.00)	2,217.23	.00	2,217.23
988066 Administration - Maintenance Staff Incentives	2,371.76	.00	.00	2,371.76	.00	2,371.76
988088 Administration - YALE Staff Incentives	1,349.59	.00	(50.00)	1,299.59	(171.03)	1,128.56
988153 Administration - Bridges Staff Incentives	1,101.64	.00	.00	1,101.64	.00	1,101.64
988819 Administration - Athletics Staff Incentives	1,136.54	.00	.00	1,136.54	.00	1,136.54
988881 Administration - Middle School Staff Incentives	2,121.15	861.62	.00	2,982.77	(550.00)	2,432.77
988971 Administration - Central Staff Incentives	4,708.14	83.00	(901.60)	3,889.54	(275.00)	3,614.54
988972 Administration - Myers Staff Incentives	3,700.05	23.60	.00	3,723.65	.00	3,723.65
988973 Administration - Parkland Staff Incentives	1,497.02	704.97	(94.32)	2,107.67	(400.00)	1,707.67
988974 Administration - Ranchwood Staff Incentives	2,977.08	1,000.00	(54.74)	3,922.34	(60.00)	3,862.34
988975 Administration - Shedeck Staff Incentives	6,819.85	90.10	(125.20)	6,784.75	(300.00)	6,484.75
988976 Administration - Skyview Staff Incentives	4,877.89	21.70	.00	4,899.59	.00	4,899.59
988977 Administration - Surrey Hills Staff Incentives	3,463.06	.00	.00	3,463.06	(1,800.00)	1,663.06
988978 Administration - Independence Staff Incentives	1,901.13	.00	(943.50)	957.63	(250.00)	707.63
988979 Administration - Lakeview Staff Incentives	3,240.72	.00	.00	3,240.72	.00	3,240.72
988980 Administration - Redstone Staff Incentives	1,226.51	.00	(202.25)	1,024.26	.00	1,024.26
988982 Administration - YHS (FAC & NASS) Staff Incentives	4,328.81	736.02	.00	5,064.83	(2,000.00)	3,064.83
989001 Administration - Ele	190,397.55	.00	(110.87)	190,286.68	(5,891.59)	184,395.09
989002 Administration Auditorium - Ele	997.80	.00	.00	997.80	(883.85)	113.95

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989003	Administration - Special Olympics - Ele	.00	.00	.00	.00	.00	.00
989004	Administration Hospitality Fund - Ele	2,483.04	.00	.00	2,483.04	.00	2,483.04
989005	Administration Events - Ele	162.77	.00	.00	162.77	.00	162.77
989006	Administration Alternative Ed - Ele	2,625.47	.00	.00	2,625.47	(600.00)	2,025.47
989007	Administration District Wellness - Ele	12,789.06	.00	.00	12,789.06	.00	12,789.06
989009	Administration Special Services - Ele	.00	.00	.00	.00	.00	.00
989010	Administration Alt Ed/Equine Therapy - Ele	.00	.00	.00	.00	.00	.00
989015	Administration - Orchestra	.00	.00	.00	.00	.00	.00
989016	Administration Toy Donations - Ele	1,260.82	.00	.00	1,260.82	.00	1,260.82
989067	Administration Technology Equipment - Ele	14,072.73	1,123.14	.00	15,195.87	(10,881.00)	4,314.87
989103	Administration Video Productions - Ele	38,111.96	620.84	(225.43)	38,507.37	(12,172.66)	26,334.71
989104	Administration Props and Costumes - Ele	4,890.80	.00	.00	4,890.80	.00	4,890.80
991001	Acme Fence Scholarship YHS	.00	.00	.00	.00	.00	.00
991002	Angela Barnard Meml Scholarship - YHS	.00	.00	.00	.00	.00	.00
991003	Athletic Memorial Scholarship YHS	5,183.48	.00	.00	5,183.48	.00	5,183.48
991004	Gamsjager Meml Scholarship YHS	9,521.54	.00	.00	9,521.54	.00	9,521.54
991005	Gene Cranfill Meml Scholarship YHS	8,872.26	.00	.00	8,872.26	.00	8,872.26
991006	Glenn Symes Memorial Scholarship YHS	.00	.00	.00	.00	.00	.00
991007	Janiking Scholarship - YHS	.00	.00	.00	.00	.00	.00
991008	Jay Arneson Scholarship - YHS	.00	.00	.00	.00	.00	.00
991009	Landon Burger Meml Scholarship - YHS	2,500.00	.00	.00	2,500.00	.00	2,500.00
991010	Mathena Energy Scholarship - YHS	3,131.05	.00	.00	3,131.05	.00	3,131.05
991011	Stanley Horn Meml Scholarship YHS	.00	.00	.00	.00	.00	.00

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		Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
991012	Stejskal Scholarship YHS	23,477.30	.00	.00	23,477.30	.00	23,477.30
991013	YHS AMSF Scholarship YHS	.00	.00	.00	.00	.00	.00
991014	Mazzios Scholarship - YHS	.00	.00	.00	.00	.00	.00
991015	Hunter Gaines Memorial Scholarship - YHS	.00	.00	.00	.00	.00	.00
991016	Matthew J Silva Memorial Band Scholarship - YHS	1,000.00	.00	.00	1,000.00	.00	1,000.00
991017	Yukon FFA Memorial Scholarship - YHS	.00	.00	.00	.00	.00	.00
991018	Cora M Rattle Trust Scholarship - YHS	.00	.00	.00	.00	.00	.00
991019	Noah Creach Memorial Scholarship Fund - YHS	2,889.01	.00	.00	2,889.01	.00	2,889.01
991020	SWOSU @ Yukon Scholarship - YHS	253.15	.00	.00	253.15	.00	253.15
992001	Undesignated	.00	.00	.00	.00	.00	.00
994001	Community Ed Director	13,915.95	1,922.05	.00	15,838.00	.00	15,838.00
994002	Community Ed Community Enrichment	5.75	.00	.00	5.75	.00	5.75
994003	Community Ed Childcare Activity	131,690.92	.00	(65.47)	131,625.45	(190.86)	131,434.59
994004	Community Ed - The Breakfast Staff Incentives	13,690.30	.00	.00	13,690.30	.00	13,690.30
994005	Community Ed Route 333 Activity	.00	.00	.00	.00	.00	.00
994006	Community Ed Summer Camp	69,911.69	.00	.00	69,911.69	(31,989.00)	37,922.69
994008	Community Ed Mobile Book Bus	4,291.30	77.35	.00	4,368.65	.00	4,368.65
994009	Community Ed Seniors on the Silo	.00	.00	.00	.00	.00	.00
994010	Community Ed - Beautiful Day	.00	.00	.00	.00	.00	.00
994011	Community Ed - Resource Fair	.00	.00	.00	.00	.00	.00
995001	Community Ed - Daycare Support	1,676.61	.00	.00	1,676.61	.00	1,676.61

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	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
GRAND TOTALS	2,526,953.90	150,718.01	(90,806.62)	2,586,865.29	(347,388.31)	2,239,476.98

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		Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
811964	General Fund Clearing - Athletics	20,980.00	2,800.00	.00	23,780.00	.00	23,780.00
812611	Operating Football - Athletics	80,573.15	.00	.00	80,573.15	.00	80,573.15
812612	Operating Cross Country - Athletics	(1,350.00)	.00	.00	(1,350.00)	.00	(1,350.00)
812621	Operating Basketball Boys - Athletics	1,323.51	5,490.00	(2,847.83)	3,965.68	(1,140.00)	2,825.68
812622	Operating Wresting Boys - Athletics	2,233.60	3,001.00	(7,815.53)	(2,580.93)	(560.00)	(3,140.93)
812631	Operating Baseball - Athletics	250.00	.00	.00	250.00	(1,915.00)	(1,665.00)
812632	Operating Track Boys - Athletics	350.00	.00	.00	350.00	(4,744.40)	(4,394.40)
812633	Operating Soccer - Athletics	.00	.00	.00	.00	(425.00)	(425.00)
812634	Operating Golf Boys - Athletics	(660.00)	.00	.00	(660.00)	(5,447.00)	(6,107.00)
812635	Operating Tennis Boys - Athletics	418.25	100.00	.00	518.25	(2,590.00)	(2,071.75)
812711	Operating Softball - Athletics	(948.00)	.00	.00	(948.00)	.00	(948.00)
812714	Operating Volleyball - Athletics	2,293.08	.00	.00	2,293.08	.00	2,293.08
812722	Operating Wrestling Girls - Athletics	(1,309.00)	1,198.00	(2,839.14)	(2,950.14)	(450.00)	(3,400.14)
812731	Operating Slow Pitch Softball Girls	.00	.00	.00	.00	(2,870.00)	(2,870.00)
812734	Operating Golf Girls - Athletics	(875.00)	.00	.00	(875.00)	(2,280.00)	(3,155.00)
812735	Operating Tennis Girls - Athletics	438.25	100.00	.00	538.25	(2,520.00)	(1,981.75)
812826	Operating Swim - Athletics	(5,483.05)	4,170.00	(783.00)	(2,096.05)	(3,000.00)	(5,096.05)
812858	Operating Strength Program - Athletics	(8,179.57)	.00	(1,085.37)	(9,264.94)	(5,352.51)	(14,617.45)
812964	Operating - Athletics	376,732.52	8,332.12	(10,480.79)	374,583.85	(25,891.71)	348,692.14
813611	Football - Boys	(24,539.19)	.00	.00	(24,539.19)	(7,901.13)	(32,440.32)
813612	Cross Country - Boys	(1,485.06)	.00	.00	(1,485.06)	.00	(1,485.06)
813621	Basketball - Boys	(1,333.75)	.00	(3,164.10)	(4,497.85)	(2.15)	(4,500.00)
813622	Wrestling - Boys	(3,401.31)	.00	(714.00)	(4,115.31)	.00	(4,115.31)

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		Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
813631	Baseball - Boys	(5,215.20)	.00	.00	(5,215.20)	.00	(5,215.20)
813632	Track - Boys	(1,331.00)	.00	(610.00)	(1,941.00)	(1,168.00)	(3,109.00)
813633	Soccer - Boys	.00	.00	.00	.00	(2,976.48)	(2,976.48)
813634	Golf - Boys	(1,777.35)	.00	.00	(1,777.35)	.00	(1,777.35)
813635	Tennis - Boys	(2,076.10)	.00	.00	(2,076.10)	.00	(2,076.10)
813711	Softball - Girls	(4,277.31)	.00	.00	(4,277.31)	.00	(4,277.31)
813712	Cross Country - Girls	(708.08)	.00	(791.92)	(1,500.00)	.00	(1,500.00)
813714	Volleyball - Girls	(3,500.00)	.00	.00	(3,500.00)	.00	(3,500.00)
813721	Basketball - Girls	(3,213.28)	.00	(1,500.00)	(4,713.28)	(286.72)	(5,000.00)
813722	Wrestling - Girls	(4,557.20)	.00	.00	(4,557.20)	.00	(4,557.20)
813731	Slow Pitch Softball - Girls	.00	.00	.00	.00	(2,600.18)	(2,600.18)
813732	Track - Girls	(791.92)	.00	(2,317.62)	(3,109.54)	.00	(3,109.54)
813733	Soccer - Girls	.00	.00	(742.94)	(742.94)	.00	(742.94)
813734	Golf - Girls	.00	.00	.00	.00	.00	.00
813735	Tennis - Girls	(1,188.75)	.00	.00	(1,188.75)	.00	(1,188.75)
813756	Cheer - Girls	(4,300.00)	.00	(200.00)	(4,500.00)	.00	(4,500.00)
813757	Pom - Girls	(3,000.00)	.00	.00	(3,000.00)	.00	(3,000.00)
813826	Swim - CoEd	(1,027.80)	.00	.00	(1,027.80)	(972.20)	(2,000.00)
813858	Strength Program - CoEd	(3,254.00)	.00	.00	(3,254.00)	.00	(3,254.00)
813859	Trainers - CoEd	(2,098.87)	.00	.00	(2,098.87)	.00	(2,098.87)
814611	PASS THRU - Football - Boys	812.00	.00	.00	812.00	.00	812.00
814612	PASS THRU - Cross Country - Boys	70.20	.00	.00	70.20	.00	70.20
814621	PASS THRU - Basketball - Boys	10.66	.00	.00	10.66	(189.66)	(179.00)

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814622	PASS THRU - Wrestling - Boys	2,200.55	.00	.00	2,200.55	.00	2,200.55
814631	PASS THRU - Baseball - Boys	1,854.00	.00	.00	1,854.00	.00	1,854.00
814632	PASS THRU - Track - Boys	10.11	.00	.00	10.11	.00	10.11
814633	PASS THRU - Soccer - Boys	432.29	.00	.00	432.29	.00	432.29
814634	PASS THRU - Golf - Boys	867.48	.00	.00	867.48	.00	867.48
814635	PASS THRU - Tennis - Boys	.00	.00	.00	.00	.00	.00
814711	PASS THRU - Softball - Girls	960.47	.00	.00	960.47	.00	960.47
814712	PASS THRU - Cross Country - Girls	92.85	.00	.00	92.85	.00	92.85
814714	PASS THRU - Volleyball - Girls	15,093.94	2,906.10	.00	18,000.04	.00	18,000.04
814721	PASS THRU - Basketball - Girls	15.09	.00	.00	15.09	(21.47)	(6.38)
814722	PASS THRU - Wrestling - Girls	738.89	.00	.00	738.89	.00	738.89
814731	PASS THRU - Slow Pitch Softall - Girls	.00	.00	.00	.00	.00	.00
814732	PASS THRU - Track - Girls	12.90	.00	.00	12.90	.00	12.90
814733	PASS THRU - Soccer - Girls	1,734.56	.00	(1,483.06)	251.50	.00	251.50
814734	PASS THRU - Golf - Girls	1,564.05	.00	.00	1,564.05	.00	1,564.05
814735	PASS THRU - Tennis - Girls	25.36	.00	.00	25.36	.00	25.36
814756	PASS THRU - Cheer - Girls	8,270.21	.00	(5,235.85)	3,034.36	(3,400.00)	(365.64)
814757	PASSTHRU - Pom - Girls	4,258.80	.00	.00	4,258.80	.00	4,258.80
814826	PASS THRU - Swim - CoEd	1,077.11	.00	(450.00)	627.11	(782.65)	(155.54)
814859	PASS THRU - Trainers - CoEd	13,981.26	.00	(250.00)	13,731.26	(2,806.00)	10,925.26
814964	PASS THRU - AD	.00	.00	.00	.00	.00	.00
815611	OSSAA - Football	.00	.00	.00	.00	.00	.00
815911	OSSAA - Fast Pitch Softball	.00	.00	.00	.00	.00	.00

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815914	OSSAA - Volleyball	.00	.00	.00	.00	.00	.00
815921	OSSAA - Boys Basketball	.00	.00	.00	.00	.00	.00
815922	OSSAA - Girls Wrestling	.00	.00	.00	.00	(575.00)	(575.00)
815931	OSSAA - Baseball	.00	.00	.00	.00	.00	.00
815933	OSSAA - Soccer	.00	.00	.00	.00	.00	.00
816964	Hall of Fame - Athletics	10,450.94	.00	(631.89)	9,819.05	.00	9,819.05
GRAND TOTALS		458,245.29	28,097.22	(43,943.04)	442,399.47	(82,867.26)	359,532.21

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		Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
812611	Operating Football - Athletics	14,323.00	.00	.00	14,323.00	.00	14,323.00
812612	Operating Cross Country - Athletics	(1,395.00)	.00	.00	(1,395.00)	.00	(1,395.00)
812621	Operating Basketball Boys - Athletics	7,170.97	5,522.00	(1,740.00)	10,952.97	(2,500.00)	8,452.97
812622	Operating Wresting Boys - Athletics	.00	.00	.00	.00	.00	.00
812632	Operating Track Boys - Athletics	.00	.00	.00	.00	(2,967.00)	(2,967.00)
812634	Operating Golf Boys - Athletics	.00	.00	.00	.00	(1,155.00)	(1,155.00)
812635	Operating Tennis Boys - Athletics	.00	.00	.00	.00	(1,325.00)	(1,325.00)
812711	Operating Softball - Athletics	1,537.25	.00	.00	1,537.25	.00	1,537.25
812714	Operating Volleyball - Athletics	7,604.26	.00	.00	7,604.26	.00	7,604.26
812722	Operating Wrestling Girls - Athletics	.00	.00	.00	.00	.00	.00
813634	Golf - Boys	.00	.00	.00	.00	.00	.00
813635	Tennis - Boys	.00	.00	.00	.00	.00	.00
813756	Cheer - Girls	(1,000.00)	.00	.00	(1,000.00)	.00	(1,000.00)
813757	Pom - Girls	.00	.00	.00	.00	.00	.00
814714	PASS THRU - Volleyball - Girls	382.25	.00	.00	382.25	.00	382.25
814756	PASS THRU - Cheer - Girls	.00	.00	.00	.00	.00	.00
814757	PASSTHRU - Pom - Girls	.00	.00	.00	.00	.00	.00
GRAND TOTALS		28,622.73	5,522.00	(1,740.00)	32,404.73	(7,947.00)	24,457.73

End of Report

Student Activities Summary Report

Fiscal Year: 2025-2026

From: 1/1/2026 To: 1/31/2026

☐ Print Detail ☐ Page Break by Activity

☐ Exclude Encumbrances ☑ Reverse Signs ☐ Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
385001 Child Nutrition - Ele	555,856.42	103,936.28	(217.35)	659,575.35	(24.00)	659,551.35
GRAND TOTALS	555,856.42	103,936.28	(217.35)	659,575.35	(24.00)	659,551.35

End of Report

All Accounts Summary Report

From Date: 1/1/2026 To Date: 1/31/2026

Fiscal Year: 2025-2026 ☐ Subtotal by Collapse Mask ☐ Include pre encumbrance ☐ Print accounts with zero balance ☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance ☐ Include All Encumbrances

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
00.000.0000.000.000.0000.000.000.385001	UNDESIGNATED	$0.00	($103,718.93)	($659,575.35)	$659,575.35	$0.00	$659,575.35	0.00%
00.000.0000.000.000.0000.000.000.811964	UNDESIGNATED	$0.00	($2,800.00)	($23,780.00)	$23,780.00	$0.00	$23,780.00	0.00%
00.000.0000.000.000.0000.000.000.812611	UNDESIGNATED	$0.00	$0.00	($94,896.15)	$94,896.15	$0.00	$94,896.15	0.00%
00.000.0000.000.000.0000.000.000.812612	UNDESIGNATED	$0.00	$0.00	$2,745.00	($2,745.00)	$0.00	($2,745.00)	0.00%
00.000.0000.000.000.0000.000.000.812621	UNDESIGNATED	$0.00	($6,424.17)	($14,918.65)	$14,918.65	$7,680.00	$7,238.65	0.00%
00.000.0000.000.000.0000.000.000.812622	UNDESIGNATED	$0.00	$4,814.53	$2,580.93	($2,580.93)	$1,965.00	($4,545.93)	0.00%
00.000.0000.000.000.0000.000.000.812631	UNDESIGNATED	$0.00	$0.00	($250.00)	$250.00	$1,840.00	($1,590.00)	0.00%
00.000.0000.000.000.0000.000.000.812632	UNDESIGNATED	$0.00	$0.00	($350.00)	$350.00	$6,551.40	($6,201.40)	0.00%
00.000.0000.000.000.0000.000.000.812633	UNDESIGNATED	$0.00	$0.00	$0.00	$0.00	$150.00	($150.00)	0.00%
00.000.0000.000.000.0000.000.000.812634	UNDESIGNATED	$0.00	$0.00	$660.00	($660.00)	$6,102.00	($6,762.00)	0.00%
00.000.0000.000.000.0000.000.000.812635	UNDESIGNATED	$0.00	($100.00)	($518.25)	$518.25	$1,590.00	($1,071.75)	0.00%
00.000.0000.000.000.0000.000.000.812711	UNDESIGNATED	$0.00	$0.00	($589.25)	$589.25	$0.00	$589.25	0.00%
00.000.0000.000.000.0000.000.000.812714	UNDESIGNATED	$0.00	$0.00	($9,897.34)	$9,897.34	$0.00	$9,897.34	0.00%
00.000.0000.000.000.0000.000.000.812722	UNDESIGNATED	$0.00	$1,641.14	$2,950.14	($2,950.14)	$740.00	($3,690.14)	0.00%
00.000.0000.000.000.0000.000.000.812733	UNDESIGNATED	$0.00	$0.00	$0.00	$0.00	$275.00	($275.00)	0.00%
00.000.0000.000.000.0000.000.000.812734	UNDESIGNATED	$0.00	$0.00	$875.00	($875.00)	$275.00	($1,150.00)	0.00%
00.000.0000.000.000.0000.000.000.812735	UNDESIGNATED	$0.00	($100.00)	($538.25)	$538.25	$1,670.00	($1,131.75)	0.00%
00.000.0000.000.000.0000.000.000.812826	UNDESIGNATED	$0.00	($3,387.00)	$2,096.05	($2,096.05)	$3,000.00	($5,096.05)	0.00%
00.000.0000.000.000.0000.000.000.812858	UNDESIGNATED	$0.00	$1,085.37	$9,264.94	($9,264.94)	$5,724.35	($14,989.29)	0.00%
00.000.0000.000.000.0000.000.000.812964	UNDESIGNATED	$0.00	$2,148.67	($374,583.85)	$374,583.85	$28,507.58	$346,076.27	0.00%
00.000.0000.000.000.0000.000.000.813611	UNDESIGNATED	$0.00	$0.00	$24,539.19	($24,539.19)	$7,901.13	($32,440.32)	0.00%
00.000.0000.000.000.0000.000.000.813612	UNDESIGNATED	$0.00	$0.00	$1,485.06	($1,485.06)	$0.00	($1,485.06)	0.00%
00.000.0000.000.000.0000.000.000.813621	UNDESIGNATED	$0.00	$3,164.10	$4,497.85	($4,497.85)	$0.00	($4,497.85)	0.00%
00.000.0000.000.000.0000.000.000.813622	UNDESIGNATED	$0.00	$714.00	$4,115.31	($4,115.31)	$0.00	($4,115.31)	0.00%
00.000.0000.000.000.0000.000.000.813631	UNDESIGNATED	$0.00	$0.00	$5,215.20	($5,215.20)	$0.00	($5,215.20)	0.00%
00.000.0000.000.000.0000.000.000.813632	UNDESIGNATED	$0.00	$610.00	$1,941.00	($1,941.00)	$1,168.00	($3,109.00)	0.00%
00.000.0000.000.000.0000.000.000.813633	UNDESIGNATED	$0.00	$0.00	$0.00	$0.00	$2,976.48	($2,976.48)	0.00%
00.000.0000.000.000.0000.000.000.813634	UNDESIGNATED	$0.00	$0.00	$1,777.35	($1,777.35)	$0.00	($1,777.35)	0.00%
00.000.0000.000.000.0000.000.000.813635	UNDESIGNATED	$0.00	$0.00	$2,076.10	($2,076.10)	$423.90	($2,500.00)	0.00%
00.000.0000.000.000.0000.000.000.813711	UNDESIGNATED	$0.00	$0.00	$4,277.31	($4,277.31)	$0.00	($4,277.31)	0.00%
00.000.0000.000.000.0000.000.000.813712	UNDESIGNATED	$0.00	$791.92	$1,500.00	($1,500.00)	$0.00	($1,500.00)	0.00%
00.000.0000.000.000.0000.000.000.813714	UNDESIGNATED	$0.00	$0.00	$3,500.00	($3,500.00)	$0.00	($3,500.00)	0.00%
00.000.0000.000.000.0000.000.000.813721	UNDESIGNATED	$0.00	$1,500.00	$4,713.28	($4,713.28)	$0.00	($4,713.28)	0.00%
00.000.0000.000.000.0000.000.000.813722	UNDESIGNATED	$0.00	$0.00	$4,557.20	($4,557.20)	$0.00	($4,557.20)	0.00%
00.000.0000.000.000.0000.000.000.813732	UNDESIGNATED	$0.00	$2,317.62	$3,109.54	($3,109.54)	$92.00	($3,201.54)	0.00%
00.000.0000.000.000.0000.000.000.813733	UNDESIGNATED	$0.00	$742.94	$742.94	($742.94)	$2,757.06	($3,500.00)	0.00%
00.000.0000.000.000.0000.000.000.813735	UNDESIGNATED	$0.00	$0.00	$1,188.75	($1,188.75)	$1,311.25	($2,500.00)	0.00%
00.000.0000.000.000.0000.000.000.813756	UNDESIGNATED	$0.00	$200.00	$5,500.00	($5,500.00)	$0.00	($5,500.00)	0.00%
00.000.0000.000.000.0000.000.000.813757	UNDESIGNATED	$0.00	$0.00	$3,000.00	($3,000.00)	$0.00	($3,000.00)	0.00%
00.000.0000.000.000.0000.000.000.813826	UNDESIGNATED	$0.00	$0.00	$1,027.80	($1,027.80)	$0.00	($1,027.80)	0.00%
00.000.0000.000.000.0000.000.000.813858	UNDESIGNATED	$0.00	$0.00	$3,254.00	($3,254.00)	$0.00	($3,254.00)	0.00%
00.000.0000.000.000.0000.000.000.813859	UNDESIGNATED	$0.00	$0.00	$2,098.87	($2,098.87)	$0.00	($2,098.87)	0.00%
00.000.0000.000.000.0000.000.000.814611	UNDESIGNATED	$0.00	$0.00	($812.00)	$812.00	$0.00	$812.00	0.00%
00.000.0000.000.000.0000.000.000.814612	UNDESIGNATED	$0.00	$0.00	($70.20)	$70.20	$0.00	$70.20	0.00%
00.000.0000.000.000.0000.000.000.814621	UNDESIGNATED	$0.00	$0.00	($10.66)	$10.66	$0.00	$10.66	0.00%
00.000.0000.000.000.0000.000.000.814622	UNDESIGNATED	$0.00	$0.00	($2,200.55)	$2,200.55	$1,077.00	$1,123.55	0.00%
00.000.0000.000.000.0000.000.000.814631	UNDESIGNATED	$0.00	$0.00	($1,854.00)	$1,854.00	$0.00	$1,854.00	0.00%
00.000.0000.000.000.0000.000.000.814632	UNDESIGNATED	$0.00	$0.00	($10.11)	$10.11	$0.00	$10.11	0.00%
00.000.0000.000.000.0000.000.000.814633	UNDESIGNATED	$0.00	$0.00	($432.29)	$432.29	$0.00	$432.29	0.00%
00.000.0000.000.000.0000.000.000.814634	UNDESIGNATED	$0.00	$0.00	($867.48)	$867.48	$0.00	$867.48	0.00%

All Accounts Summary Report

From Date: 1/1/2026 To Date: 1/31/2026

Fiscal Year: 2025-2026 ☐ Subtotal by Collapse Mask ☐ Include pre encumbrance ☐ Print accounts with zero balance ☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance ☐ Include All Encumbrances

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
00.000.0000.000.000.0000.000.000.814711	UNDESIGNATED	$0.00	$0.00	($960.47)	$960.47	$0.00	$960.47	0.00%
00.000.0000.000.000.0000.000.000.814712	UNDESIGNATED	$0.00	$0.00	($92.85)	$92.85	$0.00	$92.85	0.00%
00.000.0000.000.000.0000.000.000.814714	UNDESIGNATED	$0.00	($2,906.10)	($18,382.29)	$18,382.29	$0.00	$18,382.29	0.00%
00.000.0000.000.000.0000.000.000.814721	UNDESIGNATED	$0.00	$0.00	($15.09)	$15.09	$0.00	$15.09	0.00%
00.000.0000.000.000.0000.000.000.814722	UNDESIGNATED	$0.00	$0.00	($738.89)	$738.89	$0.00	$738.89	0.00%
00.000.0000.000.000.0000.000.000.814732	UNDESIGNATED	$0.00	$0.00	($12.90)	$12.90	$0.00	$12.90	0.00%
00.000.0000.000.000.0000.000.000.814733	UNDESIGNATED	$0.00	$1,483.06	($251.50)	$251.50	$0.00	$251.50	0.00%
00.000.0000.000.000.0000.000.000.814734	UNDESIGNATED	$0.00	$0.00	($1,564.05)	$1,564.05	$0.00	$1,564.05	0.00%
00.000.0000.000.000.0000.000.000.814735	UNDESIGNATED	$0.00	$0.00	($25.36)	$25.36	$0.00	$25.36	0.00%
00.000.0000.000.000.0000.000.000.814756	UNDESIGNATED	$0.00	$5,235.85	($3,034.36)	$3,034.36	$0.00	$3,034.36	0.00%
00.000.0000.000.000.0000.000.000.814757	UNDESIGNATED	$0.00	$0.00	($4,258.80)	$4,258.80	$1,006.90	$3,251.90	0.00%
00.000.0000.000.000.0000.000.000.814826	UNDESIGNATED	$0.00	$450.00	($627.11)	$627.11	$0.00	$627.11	0.00%
00.000.0000.000.000.0000.000.000.814859	UNDESIGNATED	$0.00	$250.00	($13,731.26)	$13,731.26	$2,661.00	$11,070.26	0.00%
00.000.0000.000.000.0000.000.000.816964	UNDESIGNATED	$0.00	$631.89	($9,819.05)	$9,819.05	$0.00	$9,819.05	0.00%
00.000.0000.000.000.0000.000.000.821001	UNDESIGNATED	$0.00	$0.00	($178.64)	$178.64	$0.00	$178.64	0.00%
00.000.0000.000.000.0000.000.000.824001	UNDESIGNATED	$0.00	($4,377.11)	($12,738.12)	$12,738.12	$1,065.15	$11,672.97	0.00%
00.000.0000.000.000.0000.000.000.832001	UNDESIGNATED	$0.00	$0.00	($118.37)	$118.37	$0.00	$118.37	0.00%
00.000.0000.000.000.0000.000.000.838001	UNDESIGNATED	$0.00	$0.00	($2,906.54)	$2,906.54	$0.00	$2,906.54	0.00%
00.000.0000.000.000.0000.000.000.845001	UNDESIGNATED	$0.00	$3,525.43	($16,628.17)	$16,628.17	$7,263.41	$9,364.76	0.00%
00.000.0000.000.000.0000.000.000.848002	UNDESIGNATED	$0.00	$0.00	($437.30)	$437.30	$135.10	$302.20	0.00%
00.000.0000.000.000.0000.000.000.848004	UNDESIGNATED	$0.00	$0.00	($1,196.62)	$1,196.62	$0.00	$1,196.62	0.00%
00.000.0000.000.000.0000.000.000.848005	UNDESIGNATED	$0.00	($103.00)	($1,635.99)	$1,635.99	$0.00	$1,635.99	0.00%
00.000.0000.000.000.0000.000.000.848006	UNDESIGNATED	$0.00	$0.00	($223.82)	$223.82	$0.00	$223.82	0.00%
00.000.0000.000.000.0000.000.000.848007	UNDESIGNATED	$0.00	$0.00	($986.04)	$986.04	$0.00	$986.04	0.00%
00.000.0000.000.000.0000.000.000.848009	UNDESIGNATED	$0.00	$0.00	($0.30)	$0.30	$0.00	$0.30	0.00%
00.000.0000.000.000.0000.000.000.848010	UNDESIGNATED	$0.00	$0.00	($550.06)	$550.06	$0.00	$550.06	0.00%
00.000.0000.000.000.0000.000.000.853001	UNDESIGNATED	$0.00	$0.00	($131.15)	$131.15	$0.00	$131.15	0.00%
00.000.0000.000.000.0000.000.000.854001	UNDESIGNATED	$0.00	$132.95	($4,265.86)	$4,265.86	$137.90	$4,127.96	0.00%
00.000.0000.000.000.0000.000.000.855001	UNDESIGNATED	$0.00	$0.00	($2,374.37)	$2,374.37	$210.00	$2,164.37	0.00%
00.000.0000.000.000.0000.000.000.855002	UNDESIGNATED	$0.00	$0.00	($480.12)	$480.12	$0.00	$480.12	0.00%
00.000.0000.000.000.0000.000.000.856001	UNDESIGNATED	$0.00	$0.00	($30.00)	$30.00	$0.00	$30.00	0.00%
00.000.0000.000.000.0000.000.000.857001	UNDESIGNATED	$0.00	$0.00	($48.63)	$48.63	$0.00	$48.63	0.00%
00.000.0000.000.000.0000.000.000.859001	UNDESIGNATED	$0.00	$0.00	($2,982.05)	$2,982.05	$400.00	$2,582.05	0.00%
00.000.0000.000.000.0000.000.000.861001	UNDESIGNATED	$0.00	($32.00)	($4,438.00)	$4,438.00	$834.22	$3,603.78	0.00%
00.000.0000.000.000.0000.000.000.861003	UNDESIGNATED	$0.00	$0.00	($814.85)	$814.85	$0.00	$814.85	0.00%
00.000.0000.000.000.0000.000.000.862001	UNDESIGNATED	$0.00	$125.00	($9,453.00)	$9,453.00	$2,317.00	$7,136.00	0.00%
00.000.0000.000.000.0000.000.000.881001	UNDESIGNATED	$0.00	($355.19)	($53,319.57)	$53,319.57	$1,505.27	$51,814.30	0.00%
00.000.0000.000.000.0000.000.000.881002	UNDESIGNATED	$0.00	$0.00	($16,329.51)	$16,329.51	$10,000.00	$6,329.51	0.00%
00.000.0000.000.000.0000.000.000.881003	UNDESIGNATED	$0.00	$0.00	($53.69)	$53.69	$0.00	$53.69	0.00%
00.000.0000.000.000.0000.000.000.881004	UNDESIGNATED	$0.00	$0.00	($10,480.92)	$10,480.92	$0.00	$10,480.92	0.00%
00.000.0000.000.000.0000.000.000.881005	UNDESIGNATED	$0.00	$0.00	($773.99)	$773.99	$0.00	$773.99	0.00%
00.000.0000.000.000.0000.000.000.881006	UNDESIGNATED	$0.00	$0.00	($2,490.15)	$2,490.15	$0.00	$2,490.15	0.00%
00.000.0000.000.000.0000.000.000.881007	UNDESIGNATED	$0.00	$0.00	($252.18)	$252.18	$0.00	$252.18	0.00%
00.000.0000.000.000.0000.000.000.881008	UNDESIGNATED	$0.00	$0.00	($643.89)	$643.89	$180.35	$463.54	0.00%
00.000.0000.000.000.0000.000.000.881009	UNDESIGNATED	$0.00	($290.00)	($4,739.05)	$4,739.05	$500.00	$4,239.05	0.00%
00.000.0000.000.000.0000.000.000.881010	UNDESIGNATED	$0.00	($25.75)	($168.03)	$168.03	$80.00	$88.03	0.00%
00.000.0000.000.000.0000.000.000.881011	UNDESIGNATED	$0.00	$0.00	($4,049.53)	$4,049.53	$554.78	$3,494.75	0.00%
00.000.0000.000.000.0000.000.000.881012	UNDESIGNATED	$0.00	$0.00	($1,653.62)	$1,653.62	$0.00	$1,653.62	0.00%
00.000.0000.000.000.0000.000.000.881014	UNDESIGNATED	$0.00	$0.00	($2,808.82)	$2,808.82	$0.00	$2,808.82	0.00%
00.000.0000.000.000.0000.000.000.881015	UNDESIGNATED	$0.00	$0.00	($253.60)	$253.60	$0.00	$253.60	0.00%

All Accounts Summary Report

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Fiscal Year: 2025-2026 ☐ Subtotal by Collapse Mask ☐ Include pre encumbrance ☐ Print accounts with zero balance ☐ Filter Encumbrance Detail by Date Range

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00.000.0000.000.000.0000.000.000.881016	UNDESIGNATED	$0.00	$0.00	($933.79)	$933.79	$0.00	$933.79	0.00%
00.000.0000.000.000.0000.000.000.881017	UNDESIGNATED	$0.00	$0.00	($681.03)	$681.03	$0.00	$681.03	0.00%
00.000.0000.000.000.0000.000.000.881018	UNDESIGNATED	$0.00	$0.00	($3,322.49)	$3,322.49	$0.00	$3,322.49	0.00%
00.000.0000.000.000.0000.000.000.884001	UNDESIGNATED	$0.00	$0.00	($617.15)	$617.15	$0.00	$617.15	0.00%
00.000.0000.000.000.0000.000.000.885001	UNDESIGNATED	$0.00	$10.00	($271.19)	$271.19	$30.00	$241.19	0.00%
00.000.0000.000.000.0000.000.000.911001	UNDESIGNATED	$0.00	($4,730.85)	($27,659.63)	$27,659.63	$0.00	$27,659.63	0.00%
00.000.0000.000.000.0000.000.000.912001	UNDESIGNATED	$0.00	($50.39)	($288.38)	$288.38	$0.00	$288.38	0.00%
00.000.0000.000.000.0000.000.000.912003	UNDESIGNATED	$0.00	$0.00	($200.00)	$200.00	$0.00	$200.00	0.00%
00.000.0000.000.000.0000.000.000.913001	UNDESIGNATED	$0.00	($6,727.40)	($7,524.30)	$7,524.30	$0.00	$7,524.30	0.00%
00.000.0000.000.000.0000.000.000.914001	UNDESIGNATED	$0.00	($65,939.39)	($439,496.82)	$439,496.82	$0.00	$439,496.82	0.00%
00.000.0000.000.000.0000.000.000.914002	UNDESIGNATED	$0.00	($18,793.70)	($97,950.55)	$97,950.55	$0.00	$97,950.55	0.00%
00.000.0000.000.000.0000.000.000.921001	UNDESIGNATED	$0.00	($265.64)	($888.76)	$888.76	$0.00	$888.76	0.00%
00.000.0000.000.000.0000.000.000.921002	UNDESIGNATED	$0.00	$0.00	($954.31)	$954.31	$0.00	$954.31	0.00%
00.000.0000.000.000.0000.000.000.921003	UNDESIGNATED	$0.00	$0.00	($1,957.48)	$1,957.48	$985.10	$972.38	0.00%
00.000.0000.000.000.0000.000.000.922001	UNDESIGNATED	$0.00	$0.00	($376.03)	$376.03	$0.00	$376.03	0.00%
00.000.0000.000.000.0000.000.000.923001	UNDESIGNATED	$0.00	$0.00	($520.08)	$520.08	$0.00	$520.08	0.00%
00.000.0000.000.000.0000.000.000.927001	UNDESIGNATED	$0.00	$0.00	($1,380.75)	$1,380.75	$0.00	$1,380.75	0.00%
00.000.0000.000.000.0000.000.000.927002	UNDESIGNATED	$0.00	($355.43)	($38,282.97)	$38,282.97	$6,015.69	$32,267.28	0.00%
00.000.0000.000.000.0000.000.000.928001	UNDESIGNATED	$0.00	$0.00	($8,915.93)	$8,915.93	$0.00	$8,915.93	0.00%
00.000.0000.000.000.0000.000.000.929001	UNDESIGNATED	$0.00	$615.00	($6,233.11)	$6,233.11	$350.00	$5,883.11	0.00%
00.000.0000.000.000.0000.000.000.933001	UNDESIGNATED	$0.00	($328.00)	($3,190.81)	$3,190.81	$200.00	$2,990.81	0.00%
00.000.0000.000.000.0000.000.000.933003	UNDESIGNATED	$0.00	$0.00	($295.70)	$295.70	$93.20	$202.50	0.00%
00.000.0000.000.000.0000.000.000.933005	UNDESIGNATED	$0.00	($36.00)	($1,216.28)	$1,216.28	$200.00	$1,016.28	0.00%
00.000.0000.000.000.0000.000.000.934001	UNDESIGNATED	$0.00	$0.00	($648.57)	$648.57	$0.00	$648.57	0.00%
00.000.0000.000.000.0000.000.000.935001	UNDESIGNATED	$0.00	$1,226.20	($25,552.47)	$25,552.47	$3,090.00	$22,462.47	0.00%
00.000.0000.000.000.0000.000.000.936001	UNDESIGNATED	$0.00	$150.00	($6,629.44)	$6,629.44	$966.91	$5,662.53	0.00%
00.000.0000.000.000.0000.000.000.936002	UNDESIGNATED	$0.00	$0.00	($2,017.18)	$2,017.18	$0.00	$2,017.18	0.00%
00.000.0000.000.000.0000.000.000.936003	UNDESIGNATED	$0.00	$0.00	($429.44)	$429.44	$0.00	$429.44	0.00%
00.000.0000.000.000.0000.000.000.937001	UNDESIGNATED	$0.00	$0.00	($1,573.12)	$1,573.12	$0.00	$1,573.12	0.00%
00.000.0000.000.000.0000.000.000.938001	UNDESIGNATED	$0.00	$0.00	($625.77)	$625.77	$0.00	$625.77	0.00%
00.000.0000.000.000.0000.000.000.938003	UNDESIGNATED	$0.00	($322.56)	($53,446.39)	$53,446.39	$30,182.00	$23,264.39	0.00%
00.000.0000.000.000.0000.000.000.938004	UNDESIGNATED	$0.00	$0.00	($617.05)	$617.05	$0.00	$617.05	0.00%
00.000.0000.000.000.0000.000.000.940001	UNDESIGNATED	$0.00	$99.24	($10,193.93)	$10,193.93	$2,400.76	$7,793.17	0.00%
00.000.0000.000.000.0000.000.000.941001	UNDESIGNATED	$0.00	($34.00)	($4,343.63)	$4,343.63	$205.49	$4,138.14	0.00%
00.000.0000.000.000.0000.000.000.942001	UNDESIGNATED	$0.00	$857.02	($13,605.90)	$13,605.90	$2,500.00	$11,105.90	0.00%
00.000.0000.000.000.0000.000.000.943001	UNDESIGNATED	$0.00	$0.00	($2,755.65)	$2,755.65	$0.00	$2,755.65	0.00%
00.000.0000.000.000.0000.000.000.944001	UNDESIGNATED	$0.00	$856.73	($109,927.09)	$109,927.09	$9,550.00	$100,377.09	0.00%
00.000.0000.000.000.0000.000.000.945001	UNDESIGNATED	$0.00	($67.44)	($3,587.86)	$3,587.86	$0.00	$3,587.86	0.00%
00.000.0000.000.000.0000.000.000.945002	UNDESIGNATED	$0.00	$0.00	($1,960.49)	$1,960.49	$0.00	$1,960.49	0.00%
00.000.0000.000.000.0000.000.000.947001	UNDESIGNATED	$0.00	$571.97	($5,524.78)	$5,524.78	$0.00	$5,524.78	0.00%
00.000.0000.000.000.0000.000.000.948001	UNDESIGNATED	$0.00	$0.00	($1,095.11)	$1,095.11	$0.00	$1,095.11	0.00%
00.000.0000.000.000.0000.000.000.950001	UNDESIGNATED	$0.00	$0.00	($60.00)	$60.00	$0.00	$60.00	0.00%
00.000.0000.000.000.0000.000.000.952001	UNDESIGNATED	$0.00	$0.00	($1,613.94)	$1,613.94	$200.00	$1,413.94	0.00%
00.000.0000.000.000.0000.000.000.953001	UNDESIGNATED	$0.00	$0.00	($1,129.55)	$1,129.55	$0.00	$1,129.55	0.00%
00.000.0000.000.000.0000.000.000.954001	UNDESIGNATED	$0.00	$1,833.43	($2,666.27)	$2,666.27	$919.66	$1,746.61	0.00%
00.000.0000.000.000.0000.000.000.954003	UNDESIGNATED	$0.00	$0.00	($13.90)	$13.90	$0.00	$13.90	0.00%
00.000.0000.000.000.0000.000.000.954004	UNDESIGNATED	$0.00	$0.00	($3,742.03)	$3,742.03	$600.00	$3,142.03	0.00%
00.000.0000.000.000.0000.000.000.955001	UNDESIGNATED	$0.00	$742.50	($8,573.80)	$8,573.80	$600.00	$7,973.80	0.00%
00.000.0000.000.000.0000.000.000.956001	UNDESIGNATED	$0.00	$0.00	($563.45)	$563.45	$0.00	$563.45	0.00%
00.000.0000.000.000.0000.000.000.956002	UNDESIGNATED	$0.00	$0.00	($110.43)	$110.43	$0.00	$110.43	0.00%

All Accounts Summary Report

From Date: 1/1/2026 To Date: 1/31/2026

Fiscal Year: 2025-2026 ☐ Subtotal by Collapse Mask ☐ Include pre encumbrance ☐ Print accounts with zero balance ☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance ☐ Include All Encumbrances

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
00.000.0000.000.000.0000.000.000.957001	UNDESIGNATED	$0.00	$0.00	($31.00)	$31.00	$0.00	$31.00	0.00%
00.000.0000.000.000.0000.000.000.958001	UNDESIGNATED	$0.00	$620.02	($3,234.35)	$3,234.35	$2,338.08	$896.27	0.00%
00.000.0000.000.000.0000.000.000.958002	UNDESIGNATED	$0.00	$0.00	($1,000.00)	$1,000.00	$0.00	$1,000.00	0.00%
00.000.0000.000.000.0000.000.000.958003	UNDESIGNATED	$0.00	$0.00	($278.19)	$278.19	$0.00	$278.19	0.00%
00.000.0000.000.000.0000.000.000.958006	UNDESIGNATED	$0.00	$0.00	($411.85)	$411.85	$0.00	$411.85	0.00%
00.000.0000.000.000.0000.000.000.959001	UNDESIGNATED	$0.00	$383.39	($8,655.41)	$8,655.41	$1,796.00	$6,859.41	0.00%
00.000.0000.000.000.0000.000.000.961001	UNDESIGNATED	$0.00	$3,427.57	($31,097.56)	$31,097.56	$1,100.00	$29,997.56	0.00%
00.000.0000.000.000.0000.000.000.961002	UNDESIGNATED	$0.00	$0.00	($11,237.42)	$11,237.42	$0.00	$11,237.42	0.00%
00.000.0000.000.000.0000.000.000.962001	UNDESIGNATED	$0.00	$0.00	($131.96)	$131.96	$0.00	$131.96	0.00%
00.000.0000.000.000.0000.000.000.963001	UNDESIGNATED	$0.00	$1,540.93	($11,577.25)	$11,577.25	$8,000.00	$3,577.25	0.00%
00.000.0000.000.000.0000.000.000.964001	UNDESIGNATED	$0.00	$0.00	($24,631.07)	$24,631.07	$440.00	$24,191.07	0.00%
00.000.0000.000.000.0000.000.000.965001	UNDESIGNATED	$0.00	$0.00	($2,621.47)	$2,621.47	$350.00	$2,271.47	0.00%
00.000.0000.000.000.0000.000.000.965002	UNDESIGNATED	$0.00	$0.00	($8,012.62)	$8,012.62	$550.00	$7,462.62	0.00%
00.000.0000.000.000.0000.000.000.966001	UNDESIGNATED	$0.00	$0.00	($87.90)	$87.90	$0.00	$87.90	0.00%
00.000.0000.000.000.0000.000.000.967001	UNDESIGNATED	$0.00	$72.97	($6,263.80)	$6,263.80	$150.00	$6,113.80	0.00%
00.000.0000.000.000.0000.000.000.969001	UNDESIGNATED	$0.00	$0.00	($1,560.97)	$1,560.97	$0.00	$1,560.97	0.00%
00.000.0000.000.000.0000.000.000.970001	UNDESIGNATED	$0.00	$0.00	($260.00)	$260.00	$150.00	$110.00	0.00%
00.000.0000.000.000.0000.000.000.970002	UNDESIGNATED	$0.00	$0.00	($706.17)	$706.17	$0.00	$706.17	0.00%
00.000.0000.000.000.0000.000.000.970003	UNDESIGNATED	$0.00	$0.00	($895.00)	$895.00	$0.00	$895.00	0.00%
00.000.0000.000.000.0000.000.000.971001	UNDESIGNATED	$0.00	($155.97)	($16,884.68)	$16,884.68	$82.64	$16,802.04	0.00%
00.000.0000.000.000.0000.000.000.971002	UNDESIGNATED	$0.00	($25.79)	($7,834.03)	$7,834.03	$98.39	$7,735.64	0.00%
00.000.0000.000.000.0000.000.000.971003	UNDESIGNATED	$0.00	$0.00	($29.50)	$29.50	$0.00	$29.50	0.00%
00.000.0000.000.000.0000.000.000.971004	UNDESIGNATED	$0.00	$0.00	($66.20)	$66.20	$0.00	$66.20	0.00%
00.000.0000.000.000.0000.000.000.971005	UNDESIGNATED	$0.00	$0.00	($67.64)	$67.64	$0.00	$67.64	0.00%
00.000.0000.000.000.0000.000.000.971006	UNDESIGNATED	$0.00	$0.00	($49.27)	$49.27	$0.00	$49.27	0.00%
00.000.0000.000.000.0000.000.000.971007	UNDESIGNATED	$0.00	$0.00	($208.74)	$208.74	$0.00	$208.74	0.00%
00.000.0000.000.000.0000.000.000.971010	UNDESIGNATED	$0.00	$0.00	($20,954.46)	$20,954.46	$147.50	$20,806.96	0.00%
00.000.0000.000.000.0000.000.000.971011	UNDESIGNATED	$0.00	$0.00	($880.65)	$880.65	$0.00	$880.65	0.00%
00.000.0000.000.000.0000.000.000.971012	UNDESIGNATED	$0.00	$0.00	($189.90)	$189.90	$0.00	$189.90	0.00%
00.000.0000.000.000.0000.000.000.971013	UNDESIGNATED	$0.00	$0.00	($1,410.05)	$1,410.05	$0.00	$1,410.05	0.00%
00.000.0000.000.000.0000.000.000.971014	UNDESIGNATED	$0.00	$0.00	($82.79)	$82.79	$0.00	$82.79	0.00%
00.000.0000.000.000.0000.000.000.972001	UNDESIGNATED	$0.00	$925.00	($27,090.44)	$27,090.44	$2,696.78	$24,393.66	0.00%
00.000.0000.000.000.0000.000.000.972002	UNDESIGNATED	$0.00	$0.00	($4,702.02)	$4,702.02	$0.00	$4,702.02	0.00%
00.000.0000.000.000.0000.000.000.972003	UNDESIGNATED	$0.00	$0.00	($770.12)	$770.12	$0.00	$770.12	0.00%
00.000.0000.000.000.0000.000.000.972004	UNDESIGNATED	$0.00	$0.00	($609.96)	$609.96	$0.00	$609.96	0.00%
00.000.0000.000.000.0000.000.000.972005	UNDESIGNATED	$0.00	$0.00	($6.16)	$6.16	$0.00	$6.16	0.00%
00.000.0000.000.000.0000.000.000.972006	UNDESIGNATED	$0.00	$0.00	($543.11)	$543.11	$0.00	$543.11	0.00%
00.000.0000.000.000.0000.000.000.972007	UNDESIGNATED	$0.00	$0.00	($944.16)	$944.16	$0.00	$944.16	0.00%
00.000.0000.000.000.0000.000.000.972008	UNDESIGNATED	$0.00	$0.00	($1,497.36)	$1,497.36	$0.00	$1,497.36	0.00%
00.000.0000.000.000.0000.000.000.972009	UNDESIGNATED	$0.00	$0.00	($85.17)	$85.17	$0.00	$85.17	0.00%
00.000.0000.000.000.0000.000.000.972010	UNDESIGNATED	$0.00	$0.00	($1,900.00)	$1,900.00	$0.00	$1,900.00	0.00%
00.000.0000.000.000.0000.000.000.973001	UNDESIGNATED	$0.00	($15.56)	($4,738.28)	$4,738.28	$119.99	$4,618.29	0.00%
00.000.0000.000.000.0000.000.000.973002	UNDESIGNATED	$0.00	$1,279.59	($9,008.25)	$9,008.25	$3.43	$9,004.82	0.00%
00.000.0000.000.000.0000.000.000.973004	UNDESIGNATED	$0.00	$0.00	($0.27)	$0.27	$0.00	$0.27	0.00%
00.000.0000.000.000.0000.000.000.973006	UNDESIGNATED	$0.00	$0.00	($5,325.18)	$5,325.18	$0.00	$5,325.18	0.00%
00.000.0000.000.000.0000.000.000.973007	UNDESIGNATED	$0.00	$295.38	($36,551.78)	$36,551.78	$5,243.58	$31,308.20	0.00%
00.000.0000.000.000.0000.000.000.973008	UNDESIGNATED	$0.00	$0.00	($1,725.64)	$1,725.64	$0.00	$1,725.64	0.00%
00.000.0000.000.000.0000.000.000.973009	UNDESIGNATED	$0.00	$0.00	($2,939.66)	$2,939.66	$0.00	$2,939.66	0.00%
00.000.0000.000.000.0000.000.000.973010	UNDESIGNATED	$0.00	$0.00	($80.74)	$80.74	$0.00	$80.74	0.00%
00.000.0000.000.000.0000.000.000.973011	UNDESIGNATED	$0.00	$0.00	($1,540.94)	$1,540.94	$0.00	$1,540.94	0.00%

All Accounts Summary Report

From Date: 1/1/2026 To Date: 1/31/2026

Fiscal Year: 2025-2026 ☐ Subtotal by Collapse Mask ☐ Include pre encumbrance ☐ Print accounts with zero balance ☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance ☐ Include All Encumbrances

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
00.000.0000.000.000.0000.000.000.973012	UNDESIGNATED	$0.00	$0.00	($31.13)	$31.13	$0.00	$31.13	0.00%
00.000.0000.000.000.0000.000.000.973014	UNDESIGNATED	$0.00	$0.00	($1,401.10)	$1,401.10	$349.94	$1,051.16	0.00%
00.000.0000.000.000.0000.000.000.974001	UNDESIGNATED	$0.00	$0.00	($1,151.06)	$1,151.06	$0.00	$1,151.06	0.00%
00.000.0000.000.000.0000.000.000.974002	UNDESIGNATED	$0.00	$0.00	($20,601.45)	$20,601.45	$0.00	$20,601.45	0.00%
00.000.0000.000.000.0000.000.000.974003	UNDESIGNATED	$0.00	$0.00	($519.87)	$519.87	$0.00	$519.87	0.00%
00.000.0000.000.000.0000.000.000.974004	UNDESIGNATED	$0.00	($2,356.67)	($12,714.24)	$12,714.24	$2,551.30	$10,162.94	0.00%
00.000.0000.000.000.0000.000.000.974005	UNDESIGNATED	$0.00	$0.00	($397.12)	$397.12	$0.00	$397.12	0.00%
00.000.0000.000.000.0000.000.000.974006	UNDESIGNATED	$0.00	($158.00)	($6,732.67)	$6,732.67	$700.00	$6,032.67	0.00%
00.000.0000.000.000.0000.000.000.974008	UNDESIGNATED	$0.00	$0.00	($692.22)	$692.22	$0.00	$692.22	0.00%
00.000.0000.000.000.0000.000.000.974009	UNDESIGNATED	$0.00	$0.00	($4,967.02)	$4,967.02	$800.00	$4,167.02	0.00%
00.000.0000.000.000.0000.000.000.974010	UNDESIGNATED	$0.00	$0.00	($255.38)	$255.38	$0.00	$255.38	0.00%
00.000.0000.000.000.0000.000.000.974011	UNDESIGNATED	$0.00	$3,516.51	($29,252.33)	$29,252.33	$1,945.22	$27,307.11	0.00%
00.000.0000.000.000.0000.000.000.974012	UNDESIGNATED	$0.00	$0.00	($574.81)	$574.81	$290.00	$284.81	0.00%
00.000.0000.000.000.0000.000.000.974013	UNDESIGNATED	$0.00	$72.43	($898.26)	$898.26	$90.57	$807.69	0.00%
00.000.0000.000.000.0000.000.000.975001	UNDESIGNATED	$0.00	($19.36)	($6,848.68)	$6,848.68	$1,000.00	$5,848.68	0.00%
00.000.0000.000.000.0000.000.000.975002	UNDESIGNATED	$0.00	($80.99)	($9,727.21)	$9,727.21	$41.50	$9,685.71	0.00%
00.000.0000.000.000.0000.000.000.975003	UNDESIGNATED	$0.00	$0.00	($279.70)	$279.70	$0.00	$279.70	0.00%
00.000.0000.000.000.0000.000.000.975004	UNDESIGNATED	$0.00	$0.00	($262.00)	$262.00	$0.00	$262.00	0.00%
00.000.0000.000.000.0000.000.000.975005	UNDESIGNATED	$0.00	($122.80)	($21,636.32)	$21,636.32	$2,235.36	$19,400.96	0.00%
00.000.0000.000.000.0000.000.000.975006	UNDESIGNATED	$0.00	($500.00)	($1,960.69)	$1,960.69	$1,053.79	$906.90	0.00%
00.000.0000.000.000.0000.000.000.975007	UNDESIGNATED	$0.00	$0.00	($50.16)	$50.16	$0.00	$50.16	0.00%
00.000.0000.000.000.0000.000.000.975008	UNDESIGNATED	$0.00	($231.01)	($902.83)	$902.83	$570.00	$332.83	0.00%
00.000.0000.000.000.0000.000.000.976001	UNDESIGNATED	$0.00	($197.53)	($6,459.87)	$6,459.87	$955.42	$5,504.45	0.00%
00.000.0000.000.000.0000.000.000.976002	UNDESIGNATED	$0.00	($70.00)	($10,261.76)	$10,261.76	$8,501.79	$1,759.97	0.00%
00.000.0000.000.000.0000.000.000.976003	UNDESIGNATED	$0.00	$0.00	($17,064.10)	$17,064.10	$887.09	$16,177.01	0.00%
00.000.0000.000.000.0000.000.000.976004	UNDESIGNATED	$0.00	$0.00	($342.58)	$342.58	$0.00	$342.58	0.00%
00.000.0000.000.000.0000.000.000.976005	UNDESIGNATED	$0.00	$0.00	($3,278.69)	$3,278.69	$537.00	$2,741.69	0.00%
00.000.0000.000.000.0000.000.000.976006	UNDESIGNATED	$0.00	$0.00	($887.77)	$887.77	$0.00	$887.77	0.00%
00.000.0000.000.000.0000.000.000.976008	UNDESIGNATED	$0.00	$0.00	($1,250.59)	$1,250.59	$0.00	$1,250.59	0.00%
00.000.0000.000.000.0000.000.000.976009	UNDESIGNATED	$0.00	($70.00)	($917.44)	$917.44	$0.00	$917.44	0.00%
00.000.0000.000.000.0000.000.000.976010	UNDESIGNATED	$0.00	$0.00	($15,456.88)	$15,456.88	$5,379.90	$10,076.98	0.00%
00.000.0000.000.000.0000.000.000.976011	UNDESIGNATED	$0.00	$0.00	($3.38)	$3.38	$0.00	$3.38	0.00%
00.000.0000.000.000.0000.000.000.976012	UNDESIGNATED	$0.00	$0.00	($1,040.19)	$1,040.19	$0.00	$1,040.19	0.00%
00.000.0000.000.000.0000.000.000.976013	UNDESIGNATED	$0.00	$0.00	($129.76)	$129.76	$0.00	$129.76	0.00%
00.000.0000.000.000.0000.000.000.976014	UNDESIGNATED	$0.00	$0.00	($5,587.12)	$5,587.12	$0.00	$5,587.12	0.00%
00.000.0000.000.000.0000.000.000.977001	UNDESIGNATED	$0.00	($592.93)	($9,839.12)	$9,839.12	$2,166.91	$7,672.21	0.00%
00.000.0000.000.000.0000.000.000.977002	UNDESIGNATED	$0.00	$748.01	($11,553.03)	$11,553.03	$97.13	$11,455.90	0.00%
00.000.0000.000.000.0000.000.000.977003	UNDESIGNATED	$0.00	$0.00	($10.06)	$10.06	$0.00	$10.06	0.00%
00.000.0000.000.000.0000.000.000.977004	UNDESIGNATED	$0.00	$0.00	($874.49)	$874.49	$0.00	$874.49	0.00%
00.000.0000.000.000.0000.000.000.977005	UNDESIGNATED	$0.00	$167.17	($325.47)	$325.47	$125.00	$200.47	0.00%
00.000.0000.000.000.0000.000.000.977009	UNDESIGNATED	$0.00	$0.00	($954.28)	$954.28	$193.99	$760.29	0.00%
00.000.0000.000.000.0000.000.000.977010	UNDESIGNATED	$0.00	$0.00	($6.52)	$6.52	$0.00	$6.52	0.00%
00.000.0000.000.000.0000.000.000.977011	UNDESIGNATED	$0.00	$0.00	($1,568.58)	$1,568.58	$400.00	$1,168.58	0.00%
00.000.0000.000.000.0000.000.000.977012	UNDESIGNATED	$0.00	$0.00	($18.36)	$18.36	$0.00	$18.36	0.00%
00.000.0000.000.000.0000.000.000.978001	UNDESIGNATED	$0.00	$139.94	($16,127.62)	$16,127.62	$1,110.00	$15,017.62	0.00%
00.000.0000.000.000.0000.000.000.978002	UNDESIGNATED	$0.00	$0.00	($2,940.37)	$2,940.37	$180.00	$2,760.37	0.00%
00.000.0000.000.000.0000.000.000.978003	UNDESIGNATED	$0.00	($534.50)	($39,145.42)	$39,145.42	$770.27	$38,375.15	0.00%
00.000.0000.000.000.0000.000.000.978004	UNDESIGNATED	$0.00	$0.00	($617.27)	$617.27	$0.00	$617.27	0.00%
00.000.0000.000.000.0000.000.000.978005	UNDESIGNATED	$0.00	$0.00	($5,933.69)	$5,933.69	$2,159.59	$3,774.10	0.00%
00.000.0000.000.000.0000.000.000.978006	UNDESIGNATED	$0.00	$0.00	($1,799.71)	$1,799.71	$0.00	$1,799.71	0.00%

All Accounts Summary Report

From Date: 1/1/2026 To Date: 1/31/2026

Fiscal Year: 2025-2026 ☐ Subtotal by Collapse Mask ☐ Include pre encumbrance ☐ Print accounts with zero balance ☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance ☐ Include All Encumbrances

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
00.000.0000.000.000.0000.000.000.978007	UNDESIGNATED	$0.00	$0.00	($0.23)	$0.23	$0.00	$0.23	0.00%
00.000.0000.000.000.0000.000.000.978008	UNDESIGNATED	$0.00	$0.00	($600.00)	$600.00	$0.00	$600.00	0.00%
00.000.0000.000.000.0000.000.000.978010	UNDESIGNATED	$0.00	$0.00	($301.57)	$301.57	$0.00	$301.57	0.00%
00.000.0000.000.000.0000.000.000.978012	UNDESIGNATED	$0.00	$0.00	($898.65)	$898.65	$0.00	$898.65	0.00%
00.000.0000.000.000.0000.000.000.978013	UNDESIGNATED	$0.00	$0.00	($445.12)	$445.12	$0.00	$445.12	0.00%
00.000.0000.000.000.0000.000.000.979001	UNDESIGNATED	$0.00	($258.78)	($9,823.51)	$9,823.51	$3,600.00	$6,223.51	0.00%
00.000.0000.000.000.0000.000.000.979002	UNDESIGNATED	$0.00	$275.43	($10,496.32)	$10,496.32	$1,037.57	$9,458.75	0.00%
00.000.0000.000.000.0000.000.000.979003	UNDESIGNATED	$0.00	$1,264.77	($31,665.48)	$31,665.48	$1,960.66	$29,704.82	0.00%
00.000.0000.000.000.0000.000.000.979004	UNDESIGNATED	$0.00	$0.00	($1,360.87)	$1,360.87	$0.00	$1,360.87	0.00%
00.000.0000.000.000.0000.000.000.979005	UNDESIGNATED	$0.00	$410.48	($7,594.58)	$7,594.58	$4,479.52	$3,115.06	0.00%
00.000.0000.000.000.0000.000.000.979006	UNDESIGNATED	$0.00	$0.00	($1,625.72)	$1,625.72	$0.00	$1,625.72	0.00%
00.000.0000.000.000.0000.000.000.979007	UNDESIGNATED	$0.00	$0.00	($1,581.56)	$1,581.56	$0.00	$1,581.56	0.00%
00.000.0000.000.000.0000.000.000.979008	UNDESIGNATED	$0.00	$0.00	($2,049.93)	$2,049.93	$0.00	$2,049.93	0.00%
00.000.0000.000.000.0000.000.000.979011	UNDESIGNATED	$0.00	$0.00	($9,054.76)	$9,054.76	$0.00	$9,054.76	0.00%
00.000.0000.000.000.0000.000.000.979013	UNDESIGNATED	$0.00	$6,677.56	$0.00	$0.00	$0.00	$0.00	0.00%
00.000.0000.000.000.0000.000.000.980001	UNDESIGNATED	$0.00	$0.00	($77,453.54)	$77,453.54	$2,233.00	$75,220.54	0.00%
00.000.0000.000.000.0000.000.000.980002	UNDESIGNATED	$0.00	($6,020.07)	($18,450.11)	$18,450.11	$8,942.68	$9,507.43	0.00%
00.000.0000.000.000.0000.000.000.980005	UNDESIGNATED	$0.00	$1,105.83	($3,674.69)	$3,674.69	$1,590.00	$2,084.69	0.00%
00.000.0000.000.000.0000.000.000.980007	UNDESIGNATED	$0.00	$85.50	($2,435.24)	$2,435.24	$300.00	$2,135.24	0.00%
00.000.0000.000.000.0000.000.000.980008	UNDESIGNATED	$0.00	($144.00)	($2,750.13)	$2,750.13	$560.00	$2,190.13	0.00%
00.000.0000.000.000.0000.000.000.980009	UNDESIGNATED	$0.00	$0.00	($1,167.65)	$1,167.65	$0.00	$1,167.65	0.00%
00.000.0000.000.000.0000.000.000.980011	UNDESIGNATED	$0.00	$0.00	($4,885.71)	$4,885.71	$0.00	$4,885.71	0.00%
00.000.0000.000.000.0000.000.000.980012	UNDESIGNATED	$0.00	$0.00	($11.33)	$11.33	$0.00	$11.33	0.00%
00.000.0000.000.000.0000.000.000.980013	UNDESIGNATED	$0.00	($110.00)	($1,446.61)	$1,446.61	$0.00	$1,446.61	0.00%
00.000.0000.000.000.0000.000.000.982001	UNDESIGNATED	$0.00	$28,277.18	($59,544.29)	$59,544.29	$27,181.38	$32,362.91	0.00%
00.000.0000.000.000.0000.000.000.982002	UNDESIGNATED	$0.00	$0.00	($25,744.30)	$25,744.30	$15,182.00	$10,562.30	0.00%
00.000.0000.000.000.0000.000.000.982003	UNDESIGNATED	$0.00	$150.00	($708.45)	$708.45	$0.00	$708.45	0.00%
00.000.0000.000.000.0000.000.000.982004	UNDESIGNATED	$0.00	$0.00	($8,848.24)	$8,848.24	$0.00	$8,848.24	0.00%
00.000.0000.000.000.0000.000.000.982006	UNDESIGNATED	$0.00	$0.00	($7,194.30)	$7,194.30	$0.00	$7,194.30	0.00%
00.000.0000.000.000.0000.000.000.982007	UNDESIGNATED	$0.00	$0.00	($265.74)	$265.74	$0.00	$265.74	0.00%
00.000.0000.000.000.0000.000.000.982009	UNDESIGNATED	$0.00	$0.00	($7,066.86)	$7,066.86	$0.00	$7,066.86	0.00%
00.000.0000.000.000.0000.000.000.982012	UNDESIGNATED	$0.00	$0.00	($650.00)	$650.00	$0.00	$650.00	0.00%
00.000.0000.000.000.0000.000.000.982021	UNDESIGNATED	$0.00	$0.00	($580.20)	$580.20	$0.00	$580.20	0.00%
00.000.0000.000.000.0000.000.000.983001	UNDESIGNATED	$0.00	$388.80	($17,169.88)	$17,169.88	$10,505.26	$6,664.62	0.00%
00.000.0000.000.000.0000.000.000.983002	UNDESIGNATED	$0.00	($47.30)	($70.75)	$70.75	$0.00	$70.75	0.00%
00.000.0000.000.000.0000.000.000.984001	UNDESIGNATED	$0.00	$0.00	($4,568.16)	$4,568.16	$0.00	$4,568.16	0.00%
00.000.0000.000.000.0000.000.000.985001	UNDESIGNATED	$0.00	$367.27	($4,046.79)	$4,046.79	$1,451.67	$2,595.12	0.00%
00.000.0000.000.000.0000.000.000.986001	UNDESIGNATED	$0.00	($70.60)	($11,245.26)	$11,245.26	$5,175.24	$6,070.02	0.00%
00.000.0000.000.000.0000.000.000.988001	UNDESIGNATED	$0.00	$70.97	($2,429.80)	$2,429.80	$0.00	$2,429.80	0.00%
00.000.0000.000.000.0000.000.000.988002	UNDESIGNATED	$0.00	($4,558.42)	($25,374.62)	$25,374.62	$0.00	$25,374.62	0.00%
00.000.0000.000.000.0000.000.000.988053	UNDESIGNATED	$0.00	$0.00	($2,990.00)	$2,990.00	$0.00	$2,990.00	0.00%
00.000.0000.000.000.0000.000.000.988054	UNDESIGNATED	$0.00	$538.58	($802.01)	$802.01	$97.50	$704.51	0.00%
00.000.0000.000.000.0000.000.000.988062	UNDESIGNATED	$0.00	$207.00	($2,217.23)	$2,217.23	$0.00	$2,217.23	0.00%
00.000.0000.000.000.0000.000.000.988066	UNDESIGNATED	$0.00	$0.00	($2,371.76)	$2,371.76	$0.00	$2,371.76	0.00%
00.000.0000.000.000.0000.000.000.988088	UNDESIGNATED	$0.00	$50.00	($1,299.59)	$1,299.59	$171.03	$1,128.56	0.00%
00.000.0000.000.000.0000.000.000.988153	UNDESIGNATED	$0.00	$0.00	($1,101.64)	$1,101.64	$0.00	$1,101.64	0.00%
00.000.0000.000.000.0000.000.000.988819	UNDESIGNATED	$0.00	$0.00	($1,136.54)	$1,136.54	$0.00	$1,136.54	0.00%
00.000.0000.000.000.0000.000.000.988881	UNDESIGNATED	$0.00	($861.62)	($2,982.77)	$2,982.77	$0.00	$2,982.77	0.00%
00.000.0000.000.000.0000.000.000.988971	UNDESIGNATED	$0.00	$818.60	($3,889.54)	$3,889.54	($701.60)	$4,591.14	0.00%
00.000.0000.000.000.0000.000.000.988972	UNDESIGNATED	$0.00	($23.60)	($3,723.65)	$3,723.65	$0.00	$3,723.65	0.00%

All Accounts Summary Report

From Date: 1/1/2026 To Date: 1/31/2026

Fiscal Year: 2025-2026 ☐ Subtotal by Collapse Mask ☐ Include pre encumbrance ☐ Print accounts with zero balance ☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance ☐ Include All Encumbrances

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
00.000.0000.000.000.0000.000.000.988973	UNDESIGNATED	$0.00	($610.65)	($2,107.67)	$2,107.67	$400.00	$1,707.67	0.00%
00.000.0000.000.000.0000.000.000.988974	UNDESIGNATED	$0.00	($945.26)	($3,922.34)	$3,922.34	$20.26	$3,902.08	0.00%
00.000.0000.000.000.0000.000.000.988975	UNDESIGNATED	$0.00	$35.10	($6,784.75)	$6,784.75	$300.00	$6,484.75	0.00%
00.000.0000.000.000.0000.000.000.988976	UNDESIGNATED	$0.00	($21.70)	($4,899.59)	$4,899.59	$0.00	$4,899.59	0.00%
00.000.0000.000.000.0000.000.000.988977	UNDESIGNATED	$0.00	$0.00	($3,463.06)	$3,463.06	$1,200.00	$2,263.06	0.00%
00.000.0000.000.000.0000.000.000.988978	UNDESIGNATED	$0.00	$943.50	($957.63)	$957.63	$250.00	$707.63	0.00%
00.000.0000.000.000.0000.000.000.988979	UNDESIGNATED	$0.00	$0.00	($3,240.72)	$3,240.72	$0.00	$3,240.72	0.00%
00.000.0000.000.000.0000.000.000.988980	UNDESIGNATED	$0.00	$202.25	($1,024.26)	$1,024.26	$0.00	$1,024.26	0.00%
00.000.0000.000.000.0000.000.000.988982	UNDESIGNATED	$0.00	($736.02)	($5,064.83)	$5,064.83	$2,000.00	$3,064.83	0.00%
00.000.0000.000.000.0000.000.000.989001	UNDESIGNATED	$0.00	$110.87	($190,286.68)	$190,286.68	$5,895.69	$184,390.99	0.00%
00.000.0000.000.000.0000.000.000.989002	UNDESIGNATED	$0.00	$0.00	($997.80)	$997.80	$643.49	$354.31	0.00%
00.000.0000.000.000.0000.000.000.989004	UNDESIGNATED	$0.00	$0.00	($2,483.04)	$2,483.04	$0.00	$2,483.04	0.00%
00.000.0000.000.000.0000.000.000.989005	UNDESIGNATED	$0.00	$0.00	($162.77)	$162.77	$0.00	$162.77	0.00%
00.000.0000.000.000.0000.000.000.989006	UNDESIGNATED	$0.00	$0.00	($2,625.47)	$2,625.47	$0.00	$2,625.47	0.00%
00.000.0000.000.000.0000.000.000.989007	UNDESIGNATED	$0.00	$0.00	($12,789.06)	$12,789.06	$0.00	$12,789.06	0.00%
00.000.0000.000.000.0000.000.000.989016	UNDESIGNATED	$0.00	$0.00	($1,260.82)	$1,260.82	$0.00	$1,260.82	0.00%
00.000.0000.000.000.0000.000.000.989067	UNDESIGNATED	$0.00	($1,123.14)	($15,195.87)	$15,195.87	$10,881.00	$4,314.87	0.00%
00.000.0000.000.000.0000.000.000.989103	UNDESIGNATED	$0.00	($395.41)	($38,507.37)	$38,507.37	$11,677.26	$26,830.11	0.00%
00.000.0000.000.000.0000.000.000.989104	UNDESIGNATED	$0.00	$0.00	($4,890.80)	$4,890.80	$0.00	$4,890.80	0.00%
00.000.0000.000.000.0000.000.000.991003	UNDESIGNATED	$0.00	$0.00	($5,183.48)	$5,183.48	$0.00	$5,183.48	0.00%
00.000.0000.000.000.0000.000.000.991004	UNDESIGNATED	$0.00	$0.00	($9,521.54)	$9,521.54	$0.00	$9,521.54	0.00%
00.000.0000.000.000.0000.000.000.991005	UNDESIGNATED	$0.00	$0.00	($8,872.26)	$8,872.26	$0.00	$8,872.26	0.00%
00.000.0000.000.000.0000.000.000.991009	UNDESIGNATED	$0.00	$0.00	($2,500.00)	$2,500.00	$0.00	$2,500.00	0.00%
00.000.0000.000.000.0000.000.000.991010	UNDESIGNATED	$0.00	$0.00	($3,131.05)	$3,131.05	$0.00	$3,131.05	0.00%
00.000.0000.000.000.0000.000.000.991012	UNDESIGNATED	$0.00	$0.00	($23,477.30)	$23,477.30	$0.00	$23,477.30	0.00%
00.000.0000.000.000.0000.000.000.991016	UNDESIGNATED	$0.00	$0.00	($1,000.00)	$1,000.00	$0.00	$1,000.00	0.00%
00.000.0000.000.000.0000.000.000.991019	UNDESIGNATED	$0.00	$0.00	($2,889.01)	$2,889.01	$0.00	$2,889.01	0.00%
00.000.0000.000.000.0000.000.000.991020	UNDESIGNATED	$0.00	$0.00	($253.15)	$253.15	$0.00	$253.15	0.00%
00.000.0000.000.000.0000.000.000.994001	UNDESIGNATED	$0.00	($1,922.05)	($15,838.00)	$15,838.00	$0.00	$15,838.00	0.00%
00.000.0000.000.000.0000.000.000.994002	UNDESIGNATED	$0.00	$0.00	($5.75)	$5.75	$0.00	$5.75	0.00%
00.000.0000.000.000.0000.000.000.994003	UNDESIGNATED	$0.00	$65.47	($131,625.45)	$131,625.45	$190.86	$131,434.59	0.00%
00.000.0000.000.000.0000.000.000.994004	UNDESIGNATED	$0.00	$0.00	($13,690.30)	$13,690.30	$0.00	$13,690.30	0.00%
00.000.0000.000.000.0000.000.000.994006	UNDESIGNATED	$0.00	$0.00	($69,911.69)	$69,911.69	$30,645.00	$39,266.69	0.00%
00.000.0000.000.000.0000.000.000.994008	UNDESIGNATED	$0.00	($77.35)	($4,368.65)	$4,368.65	$0.00	$4,368.65	0.00%
00.000.0000.000.000.0000.000.000.995001	UNDESIGNATED	$0.00	$0.00	($1,676.61)	$1,676.61	$0.00	$1,676.61	0.00%
	Grand Total:	$0.00	($151,566.50)	($3,721,244.84)	$3,721,244.84	$377,944.67	$3,343,300.17	0.00%

End of Report

Yukon Public Schools
Board of Education Regular Meeting
Monday, February 2, 2026 6:00 PM
Yukon Public School District ISD #27 Administration Bldg., Board Room
600 Maple Street, Yukon, OK 73099

1. Invocation/Moment of Silence and Flag Salute
2. Call to Order and Roll Call
3. Reports/ Comments from Superintendent and/or Staff
Attendance Taken at 6:03 PM.
Mr. Jeff Behymer: Absent, Mrs. Suzanne Cannon; Present, Mr. Brian Coulson; Present, Mr. Leonard Wells; Present, Mr. Tony Yanda; Present
4. Board Member Communications and Announcements
   4.A. Individual Board Member Comments
   4.B. Upcoming Meetings/ Events:
   <u>February:</u>
   - 16 Professional Development Day - no school

   <u>March:</u>
   - 9, 10, 12 Parent/Teacher Conferences
   - 13-20 Spring Break

5. Communications - Request for patrons to address the board - Pursuant to Board Policy AF, comments can be made only by district patrons concerning items listed on this agenda.
No one requested to speak to the board.
6. Finance Consent Docket- All of the finance consent items will be discussed, considered and approved or disapproved by one vote unless a board member desires to have a separate vote on any or all of the consent items.
I move we approve all business items on the Finance Consent Docket as listed Passed with a motion by Mrs. Suzanne Cannon and a second by Mr. Brian Coulson.
Mr. Behymer; Absent, Mrs. Cannon; yes, Mr. Coulson; yes, Mr. Wells; yes, Mr. Yanda;yes
   6.A. Encumbrances and Change Orders as recommended by Keith Sinor, Superintendent, and Jason Johnson, Chief Financial Officer
   6.B. Treasurer's Report(s) and General Fund Report(s)
   6.C. Child Nutrition Report
   6.D. Activity Fund Report(s)

7. Business Consent Docket: All of the consent items will be discussed, considered and approved or disapproved by one vote unless a board member requests to have a separate vote on any or all of the consent items.
I move we approve all items on the Business Consent Docket as presented Passed with a motion by Mrs. Suzanne Cannon and a second by Mr. Brian Coulson.
Mr. Behymer; Absent, Mrs. Cannon; yes, Mr. Coulson; yes, Mr. Wells; yes, Mr. Yanda;yes

   7.A. Minutes of the January 12, 2026, board meeting
   7.B. Overnight Travel
   W. Walker wishes to travel to Des Moines, OH, 3/18 to 21, 2026, to attend the Mid America Athletic Trainers. Expenses paid by district professional development funds.
   J. Furlong, D. Haines, R. Lockett, and J. Lowmiller wish to travel to Pensacola, FL, 3/13 to 20, 2026, to attend the Tate High School Classic baseball tournament with approximately 23 students. Expenses paid by the booster club.
   J. Edwards wishes to attend EdCon in Reno, NV, 6/15 to 18, 2026. After a travel grant, the district professional development funds will cover airfare.
   J Ramay and M Bucher wish to travel to Kansas City, MO, March 9-12, 2026, to attend a conference at the Acellus

Headquarters. Expenses will be covered by district professional development funds.
C Coleman wishes to travel to Atlanta, GA, with students to compete at ICDC. Expenses covered by 412 funds.
C Cowan and J Dillingham wish to travel to Dallas, Tx, February 20-22, 2026 to attend the Glacier Football Clinic. Expenses covered by the boosters.
7.C. Days to hours

8. New Business: this business, in accordance with Oklahoma Statutes, title 25-311 (A)(9) is limited to any matter not known about or which could not have been reasonably foreseen prior to the time of posting this agenda.
No new business
9. Consideration and possible action to accept the resignation of Desarae Whitmer and to approve a separation agreement between the District and Desarae Witmer.

Since Ms. Witmer's resignation is on item 10 Exhibit A, this item is being discussed in executive session and will be voted on as a separate item after executive session.
I move we approve the resignation and separation letter Passed with a motion by Mr. Tony Yanda and a second by Mr. Brian Coulson.
Mr. Behymer; Absent, Mrs. Cannon; yes, Mr. Coulson; yes, Mr. Wells; yes, Mr. Yanda;yes

10. Personnel Docket:
10.A. Personnel-Vote to convene or not to convene in executive session pursuant to 25 O.S.307 (B)(1) to discuss the employment of personnel as listed on the attached Exhibit A, the District Level Administrator Contract Rehire list, and the superintendent's evaluation and contract.
I move we convene in executive session to discuss the personnel docket Passed with a motion by Mr. Brian Coulson and a second by Mr. Tony Yanda.
Mr. Behymer; Absent, Mrs. Cannon; yes, Mr. Coulson; yes, Mr. Wells; yes, Mr. Yanda;yes
10.B. Acknowledge the board has returned from executive session. Executive session minutes compliance announcement.
The board returned to open session at 7:27pm
10.C. Discussion and possible action on Exhibit A, Personnel items and District Level Administrator Contract Rehire list
I move we approve all personnel items as presented on Exhibit A. Passed with a motion by Mr. Tony Yanda and a second by Mr. Brian Coulson.
Mr. Behymer; Absent, Mrs. Cannon; yes, Mr. Coulson; yes, Mr. Wells; yes, Mr. Yanda;yes
11. Adjournment
I move we adjourn at 7:29pm Passed with a motion by Mr. Brian Coulson and a second by Mrs. Suzanne Cannon.
Mr. Behymer; Absent, Mrs. Cannon; yes, Mr. Coulson; yes, Mr. Wells; yes, Mr. Yanda;yes

RENTAL CONTRACT

YUKON FINE ARTS CENTER (Gene Cranfill Auditorium)

850 Yukon Avenue, Yukon, OK 73099 (405) 354-8356

wes.mcatee@yukonps.com

OFFICE COPY

Organization: **The Vocal Sounds of Oklahoma** Program: **Barbershop Concert**

Street: **PO Box 1702** City: **Bethany** State: **OK** Zip: **73008**

Contact: **Jarrod Davis** Phone: **580 467-2789** Cell: **580 467-2789**

Email 1: **jd84davis@gmail.com** Email 2: **jafothehutte@gmail.com**

Director: **Greg Rogers** Phone: **405 226-5820** Cell: **405 226-5820**

Number in Program: **50** Estimated Attendance: **1000** Ticket Price: **25**

Date(s) Requested: **4/11/2026** Origination: **1/21/2026**

FOR APPROVAL: CONTRACT AND DEPOSIT MUST BE RECEIVED NO LATER THAN: 2/6/2026

School Board: ☐ **Approve** ☐ **Deny Date:** _____.
Director Review AM ☑ **Approve** ☐ **Deny Date:** 02-03-26 . ***See Attachment**
Insurance Certificate Due: 4/1/2026 **Certificate Received: Date:** 02-03-26

Level **1**

RATE PER HOUR	HOURS USED Estimated	Actual	TOTAL Estimated		Actual	
$175.00	9	0	$1575.00			$0.00
(DEPOSIT PAID BY CASHIERS CHECK ONLY) CK# 204827 02-04-26 $1,181.25 REC# 723881 CK# CK#		DEPOSIT	75% $1181.25		DEP. 1 $0.00	$0.00
					DEP. 2 $0.00	$0.00
				Security Deposit		$0.00
				Cleaning Fee		$200.00
				Additional Charges	Four Cam Live Video	$300.00
Balance Due at Close of Program				Grand Total (Est)		$ 500.00
Paid By Company Check or Cash				Balance Due		$500.00

Rates charged on an hourly basis. First 30 minutes are ½ the hourly rate. After 30 minutes, the full hourly rate will be charged.

(3) SECURITY DEPOSIT	DEPOSIT PAID		DEPOSIT RETURNED	
$400	Date:	Ck #:	☐ Yes	☐ No

(Send SECURITY DEPOSIT in a separate check. It will be returned if there are no damage or loss.)

Acknowledgement Statement

JD I have read this contract in entirety. I acknowledge that any questions concerning this contract have been answered and explained to my complete satisfaction. I acknowledge this contract to be a binding agreement between myself and Yukon Public Schools. I further agree to pay the final balance due at the end of my program which is determined by the actual time of facility rental, not any previous estimate.

Signature _____ Date 2-4-2026

YUKON PUBLIC SCHOOLS

Business Office
600 Maple Street, Yukon, OK 73099
Ph: 405.354.2587 | ***Fax:*** 405.265.1398

ACTIVITY FUND

Sub- Account Transfer Request

Date: 2/5/26

FROM:

ACCOUNT NAME: Partners Club - YHS

ACCOUNT NUMBER: 967001

Amount: $ 648.05

TO:

ACCOUNT NAME: Science Department - YHS

ACCOUNT NUMBER: 954001

REASON FOR TRANSFER: Transfer Funds to Accomodate a Correction of a general fund purchase made from the activity fund.

Principal: [signature]

Director: [signature]

CFO: [signature]

Superintendent: _____

Board of Education: _____

YUKON PUBLIC SCHOOLS

Business Office
600 Maple Street, Yukon, OK 73099
Ph: 405.354.2587 | ***Fax:*** 405.265.1398

ACTIVITY FUND

Sub- Account Transfer Request

Date: 7/5/16

FROM:

ACCOUNT NAME: Student Council

ACCOUNT NUMBER: 958001

Amount: $800.00

TO:

ACCOUNT NAME: Science Department - YHS

ACCOUNT NUMBER: 954001

REASON FOR TRANSFER: Transfer funds to accomodate a correction of a general fund purchase made from the activity account

Principal: Melissa Parlow

Director:

CFO:

Superintendent:

Board of Education:

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Shila Dobbins

School employee requesting trip.

Date of Request required

02/23/2026 Allowed format is MM/DD/YYYY Ex: 02/26/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

NAESP National Conference

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

07/12/2026 Allowed format is MM/DD/YYYY Ex: 02/26/2026

Departure Time required

12:30 PM

Return Date of Trip required

07/15/2026 Allowed format is MM/DD/YYYY Ex: 02/26/2026

Number of Days required

4

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Scott Hein, Billy Pierce, Carla Smith, Shannon Dutton, Randy Stowe, Laurie Gallagher, Heather Mitchell, Chase Langley, Becky Jo Oglesby, Taryn Ellis, Amy Kloppenbach, Cori Stricker, Sam Summers, Christy Hicks, Tracy Sowinski, Amber Rodriquez, Maddison Fletcher, Ryan McLaughlin, Shila Dobbins

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

N/A

Purpose and Nature of the Trip required

Executive Director of Elementary, PK-6 Principals and Assistant Principals trip to National Association of Elementary School Principals for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$1105/261750

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$900/261870

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

$700/261589

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

$280

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Administrators will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help all of them make their schools better for staff and students.

Attachments

Upload Schedule of Events: web_cvent_com_event_240d41f0_4775_4a43_931d_409c07841787_web.pdf
Upload Itinerary: NAESP Itinerary.jpg

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/23/2026 at 04:03 PM
Submitted By	Scott Hein

Workflow Steps

Completed	1	Signed by Shila Dobbins on 02/23/2026 at 07:16 PM **Signature:** Shila Dobbins
Completed	2	Approved by Ryan McLaughlin on 02/25/2026 at 12:04 PM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Adam Jewell on 02/25/2026 at 01:23 PM
Completed	4	Approved by Diana Lebsack on 02/25/2026 at 01:25 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Shila Dobbins

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Shannon Dutton

School employee requesting trip.

Date of Request required

02/23/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

NAESP National Conference

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

07/12/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

12:30 PM

Return Date of Trip required

07/15/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

4

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Scott Hein, Billy Pierce, Carla Smith, Shannon Dutton, Randy Stowe, Laurie Gallagher, Heather Mitchell, Chase Langley, Becky Jo Oglesby, Taryn Ellis, Amy Kloppenbach, Cori Stricker, Sam Summers, Christy Hicks, Tracy Sowinski, Amber Rodriquez, Maddison Fletcher, Ryan McLaughlin, Shila Dobbins

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

N/A

Purpose and Nature of the Trip required

Executive Director of Elementary, PK-6 Principals and Assistant Principals trip to National Association of Elementary School Principals for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$1105/261750

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$900/261870

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

$700/261589

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

$280

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Administrators will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help all of them make their schools better for staff and students.

Attachments

Upload Schedule of Events: web_cvent_com_event_240d41f0_4775_4a43_931d_409c07841787_web.pdf
Upload Itinerary: NAESP Itinerary.jpg

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/23/2026 at 03:24 PM
Submitted By	Scott Hein

Workflow Steps

Completed	1	Signed by Shannon Dutton on 02/23/2026 at 03:25 PM **Signature:** shannon dutton
Completed	2	Approved by Scott Hein on 02/23/2026 at 03:25 PM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Scott Hein on 02/23/2026 at 03:26 PM
Completed	4	Approved by Diana Lebsack on 02/23/2026 at 03:42 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Shannon Dutton

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Scott Hein

School employee requesting trip.

Date of Request required

02/23/2026 Allowed format is MM/DD/YYYY Ex: 02/26/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

No

Title of Conference or Event required

NAESP National Conference

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

07/12/2026 Allowed format is MM/DD/YYYY Ex: 02/26/2026

Departure Time required

12:30 PM

Return Date of Trip required

07/15/2026 Allowed format is MM/DD/YYYY Ex: 02/26/2026

Number of Days required

4

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Executive Director of Elementary, PK-6 Principals and Assistant Principal

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

n/a

Purpose and Nature of the Trip required

Executive Director of Elementary, PK-6 Principals and Assistant Principals trip to National Association of Elementary School Principals for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$1105/261750

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$900/261870

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

$700/261589

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

$280

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Administrators will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help all of them make their schools better for staff and students.

Attachments

Upload Schedule of Events: web_cvent_com_event_240d41f0_4775_4a43_931d_409c07841787_web.pdf
Upload Itinerary: NAESP+Itinerary.jpg

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/25/2026 at 12:50 PM
Submitted By	Amy Haberzettle

Workflow Steps

Completed	1	Signed by Scott Hein on 02/25/2026 at 12:51 PM **Signature:** Scott J. Hein
Completed	2	Approved by Amy Haberzettle on 02/25/2026 at 12:51 PM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Amy Haberzettle on 02/25/2026 at 12:51 PM
Completed	4	Approved by Amy Haberzettle on 02/25/2026 at 12:51 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Scott Hein

----DRAFT----

Out of State Travel Request

YUKON PUBLIC SCHOOLS
Office of Human Resources
600 Maple Street, Yukon, OK 73099 | 405.354.2587 | hr@yukonps.com

This form must be submitted to the Board secretary by 12:00 p.m. on Wednesday, prior to the monthly Board of Education meeting regularly scheduled the first Monday of the month.

Full Name required

Shelbi Loupe

School employee requesting trip.

Date of Request required

01/22/2026 Allowed format is MM/DD/YYYY Ex: 02/11/2026

Name of Organization, Grade required

Yukon High School FCCLA, 9th-12th grade

Athletic Event?

No

Out of State?

No

Title of Conference or Event required

Oklahoma FCCLA State Convention

Travel Destination required

Tulsa, Oklahoma

(City, State)

Departure Date of Trip required

04/01/2026 Allowed format is MM/DD/YYYY Ex: 02/11/2026

Departure Time required

8:30am

Return Date of Trip required

04/02/2026 Allowed format is MM/DD/YYYY Ex: 02/11/2026

Number of Days required

2 days, 1 night

Means of Transportation

School Vehicle

Number of Students Participating required

20 students

Number of Parents/Guardians Attending required

0 guardians, 1 teacher, 1 helping hand volunteer, 1 bus driver

Grade Level of Students required

14-19 years old

Purpose and Nature of the Trip required

FCCLA students will travel to attend the FCCLA Oklahoma State Convention in Tulsa, Oklahoma on April 1st and April 2nd. They will be staying in the Double Tree Hotel in Tulsa the night of April 1st. They will attend the convention April 2nd from 8am-3:30pm and return to YHS for parent pickup around 5:30pm.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number: required

$20 per person = $440 /661987

Project code

Lodging Cost/ Requisition Number: required

$2,000/662326

Project code

Transportation Costs/ Requisition Number: required

FCCLA mandatory event N/A

Airfare or Personal or District Vehicle

Project code

Per diem (meals, taxi/uber, parking): required

N/A

https://www.gsa.gov/travel/plan-book/per-diem-rates

Cost of a Substitute: required

Activity Absence N/A

Project code

Will Participation Lead to Further Competition?

- [x] Yes

☐ No

If Yes, Explain

If students place in FCCLA STAR Events, they will be invited to National in Washington D.C. in July.

Educational Benefits required

Students will get to learn leadership skills and hear from FCCLA members from around the state. They also get to vote for FCCLA state officers and hear from an esteemed guest speaker.

Attachments

Upload Schedule of Events: YHS FCCLA State Convention April 1st Trip 2026.pdf
Upload Itinerary: YHS FCCLA State Convention April 1st Trip 2026.pdf

Workflow

Attached Workflow	Out of State Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/10/2026 at 02:41 PM
Submitted By	Shelbi Loupe

Workflow Steps

Completed	1	Signed by Shelbi Loupe on 02/10/2026 at 02:41 PM **Signature:** Shelbi Loupe
Completed	2	Approved by Melissa Barlow on 02/11/2026 at 06:50 AM
Completed	3	Sub-Workflow Step Completed

Completed	1	Approved by Adam Jewell on 02/11/2026 at 07:40 AM
Completed	4	Approved by Diana Lebsack on 02/11/2026 at 08:00 AM
Current	5	Review by Group: Superintendent's Office
Forthcoming	6	TBD

Shelbi Loupe

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Samuel | Summers

School employee requesting trip.

Date of Request required

02/23/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

NAESP National Conference

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

07/12/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

12:30 PM

Return Date of Trip required

07/15/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

4

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Scott Hein, Billy Pierce, Carla Smith, Shannon Dutton, Randy Stowe, Laurie Gallagher, Heather Mitchell, Chase Langley, Becky Jo Oglesby, Taryn Ellis, Amy Kloppenbach, Cori Stricker, Sam Summers, Christy Hicks, Tracy Sowinski, Amber Rodriquez, Maddison Fletcher, Ryan McLaughlin, Shila Dobbins

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

N/A

Purpose and Nature of the Trip required

Executive Director of Elementary, PK-6 Principals and Assistant Principals trip to National Association of Elementary School Principals for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$1105/261750

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$900/261870

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

$700/261589

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

$280

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Administrators will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help all of them make their schools better for staff and students.

Attachments

Upload Schedule of Events: web_cvent_com_event_240d41f0_4775_4a43_931d_409c07841787_web.pdf
Upload Itinerary: NAESP Itinerary.jpg

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/23/2026 at 03:44 PM
Submitted By	Scott Hein

Workflow Steps

Completed	1	Signed by Samuel Summers on 02/24/2026 at 09:30 AM **Signature:** Sam Summers
Completed	2	Approved by Adam Jewell on 02/24/2026 at 12:28 PM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Adam Jewell on 02/24/2026 at 12:28 PM
Completed	4	Approved by Diana Lebsack on 02/24/2026 at 02:41 PM
Completed	5	Approved by Deanne Rowe on 02/25/2026 at 10:16 AM
	6	Sub-Workflow
Current	1	Review by Group: Business Office - Accounts Payable
Current	1	Review by Group: Business Office - Activity Accounts Manager
Current	1	Review by Group: Business Office - Activity Accounts Treasurer

Samuel Summers

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Taryn | Ellis

School employee requesting trip.

Date of Request required

02/23/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

NAESP National Conference

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

07/12/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

12:30 PM

Return Date of Trip required

07/15/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

4

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Scott Hein, Billy Pierce, Carla Smith, Shannon Dutton, Randy Stowe, Laurie Gallagher, Heather Mitchell, Chase Langley, Becky Jo Oglesby, Taryn Ellis, Amy Kloppenbach, Cori Stricker, Sam Summers, Christy Hicks, Tracy Sowinski, Amber Rodriquez, Maddison Fletcher, Ryan McLaughlin, Shila Dobbins

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

N/A

Purpose and Nature of the Trip required

Executive Director of Elementary, PK-6 Principals and Assistant Principals trip to National Association of Elementary School Principals for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$1105/261750

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$900/261870

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

$700/261589

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

$280

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Administrators will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help all of them make their schools better for staff and students.

Attachments

Upload Schedule of Events: web_cvent_com_event_240d41f0_4775_4a43_931d_409c07841787_web.pdf
Upload Itinerary: NAESP Itinerary.jpg

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/23/2026 at 03:36 PM
Submitted By	Scott Hein

Workflow Steps

Completed	1	Signed by Taryn Ellis on 02/24/2026 at 09:32 AM **Signature:** Taryn Ellis
Completed	2	Approved by Carla Smith on 02/24/2026 at 12:05 PM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Scott Hein on 02/24/2026 at 01:10 PM
Completed	4	Approved by Diana Lebsack on 02/24/2026 at 02:38 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Taryn Ellis

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Tracy Sowinski

School employee requesting trip.

Date of Request required

02/23/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

NAESP National Conference

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

07/12/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

12:30 PM

Return Date of Trip required

07/15/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

4

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Scott Hein, Billy Pierce, Carla Smith, Shannon Dutton, Randy Stowe, Laurie Gallagher, Heather Mitchell, Chase Langley, Becky Jo Oglesby, Taryn Ellis, Amy Kloppenbach, Cori Stricker, Sam Summers, Christy Hicks, Tracy Sowinski, Amber Rodriquez, Maddison Fletcher, Ryan McLaughlin, Shila Dobbins

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

N/A

Purpose and Nature of the Trip required

Executive Director of Elementary, PK-6 Principals and Assistant Principals trip to National Association of Elementary School Principals for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$1105/261750

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$900/261870

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

$700/261589

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

$280

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Administrators will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help all of them make their schools better for staff and students.

Attachments

Upload Schedule of Events: web_cvent_com_event_240d41f0_4775_4a43_931d_409c07841787_web.pdf
Upload Itinerary: NAESP Itinerary.jpg

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/23/2026 at 03:50 PM
Submitted By	Scott Hein

Workflow Steps

Completed	1	Signed by Tracy Sowinski on 02/23/2026 at 03:54 PM **Signature:** Tracy Sowinski
Completed	2	Approved by Adam Jewell on 02/24/2026 at 12:29 PM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Adam Jewell on 02/24/2026 at 12:29 PM
Completed	4	Approved by Diana Lebsack on 02/24/2026 at 02:41 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Tracy Sowinski

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Adam Jewell

School employee requesting trip.

Date of Request required

02/24/2026 Allowed format is MM/DD/YYYY Ex: 02/26/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

Model Schools Conference 2026

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

06/27/2026 Allowed format is MM/DD/YYYY Ex: 02/26/2026

Departure Time required

4:05 pm

Return Date of Trip required

07/01/2026 Allowed format is MM/DD/YYYY Ex: 02/26/2026

Number of Days required

5

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Adam Jewell, Melissa Barlow, Natalie Haworth, Michael Perez, Caleb Collins, Richard Barlow, Abbie Lunsford, and 2 more pending people.

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

0

Purpose and Nature of the Trip required

Executive Director of Secondary Education, with Secondary Principals, and Assistant Principals are attending the Model Schools Conference for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

945

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

1000

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

600

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

460

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

The Secondary Administration Team will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help them make their schools better for faculty and students.

Attachments

Upload Schedule of Events: Model Schools - Why Attend.pptx
Upload Itinerary: Model Schools Schedule of Events.pdf

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/24/2026 at 01:08 PM
Submitted By	Adam Jewell

Workflow Steps

Completed	1	Signed by Adam Jewell on 02/24/2026 at 01:08 PM **Signature:** Adam R. Jewell
Completed	2	Approved by Amy Haberzettle on 02/25/2026 at 12:46 PM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Amy Haberzettle on 02/25/2026 at 12:52 PM
Completed	4	Approved by Amy Haberzettle on 02/25/2026 at 12:52 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Adam Jewell

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Amy | Klappenbach

School employee requesting trip.

Date of Request required

02/23/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

NAESP National Conference

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

07/12/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

12:30 PM

Return Date of Trip required

07/15/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

4

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Scott Hein, Billy Pierce, Carla Smith, Shannon Dutton, Randy Stowe, Laurie Gallagher, Heather Mitchell, Chase Langley, Becky Jo Oglesby, Taryn Ellis, Amy Kloppenbach, Cori Stricker, Sam Summers, Christy Hicks, Tracy Sowinski, Amber Rodriquez, Maddison Fletcher, Ryan McLaughlin, Shila Dobbins

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

N/A

Purpose and Nature of the Trip required

Executive Director of Elementary, PK-6 Principals and Assistant Principals trip to National Association of Elementary School Principals for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$1105/261750

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$900/261870

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

$700/261589

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

$280

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Administrators will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help all of them make their schools better for staff and students.

Attachments

Upload Schedule of Events: web_cvent_com_event_240d41f0_4775_4a43_931d_409c07841787_web.pdf
Upload Itinerary: NAESP Itinerary.jpg

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/23/2026 at 03:37 PM
Submitted By	Scott Hein

Workflow Steps

Completed	1	Signed by Amy Klappenbach on 02/24/2026 at 07:54 AM **Signature:** Amy Klappenbach
Completed	2	Approved by Amy Klappenbach on 02/24/2026 at 07:55 AM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Scott Hein on 02/24/2026 at 01:10 PM
Completed	4	Approved by Diana Lebsack on 02/24/2026 at 02:38 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Amy Klappenbach

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Audrey | Lunsford

School employee requesting trip.

Date of Request required

02/24/2026 Allowed format is MM/DD/YYYY Ex: 02/26/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

Model Schools Conference 2026

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

06/27/2026 Allowed format is MM/DD/YYYY Ex: 02/26/2026

Departure Time required

4:05 pm

Return Date of Trip required

07/01/2026 Allowed format is MM/DD/YYYY Ex: 02/26/2026

Number of Days required

5

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Adam Jewell, Melissa Barlow, Natalie Haworth, Michael Perez, Caleb Collins, Richard Barlow, Abbie Lunsford, and 2 others to be named.

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

0

Purpose and Nature of the Trip required

Executive Director of Secondary Education, with Secondary Principals, and Assistant Principals are attending the Model Schools Conference for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

945

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

1000

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

600

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

460

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

The Secondary Administration Team will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help them make their schools better for faculty and students.

Attachments

Upload Schedule of Events: Model Schools - Why Attend.pptx
Upload Itinerary: Model Schools Schedule of Events.pdf

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/24/2026 at 01:24 PM
Submitted By	Adam Jewell

Workflow Steps

Completed	1	Signed by Audrey Lunsford on 02/25/2026 at 09:20 AM **Signature:** Audrey Lunsford
Completed	2	Approved by Karyn Garcia on 02/25/2026 at 10:56 AM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Adam Jewell on 02/25/2026 at 01:24 PM
Completed	4	Approved by Diana Lebsack on 02/25/2026 at 01:25 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Audrey Lunsford

----DRAFT----

Overnight Travel Request



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Each district employee attending the event is required to submit a separate form.

Full Name required

Amber Rodriques

School employee requesting trip.

Date of Request required

02/23/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

NAESP National Conference

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

07/12/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

12:30 PM

Return Date of Trip required

07/15/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

4

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Scott Hein, Billy Pierce, Carla Smith, Shannon Dutton, Randy Stowe, Laurie Gallagher, Heather Mitchell, Chase Langley, Becky Jo Oglesby, Taryn Ellis, Amy Kloppenbach, Cori Stricker, Sam Summers, Christy Hicks, Tracy Sowinski, Amber Rodriquez, Maddison Fletcher, Ryan McLaughlin, Shila Dobbins

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

N/A

Purpose and Nature of the Trip required

Executive Director of Elementary, PK-6 Principals and Assistant Principals trip to National Association of Elementary School Principals for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$1105/261750

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$900/261870

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

$700/261589

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

$280

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Administrators will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help all of them make their schools better for staff and students.

Attachments

Upload Schedule of Events: web_cvent_com_event_240d41f0_4775_4a43_931d_409c07841787_web.pdf
Upload Itinerary: NAESP Itinerary.jpg

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/23/2026 at 03:52 PM
Submitted By	Scott Hein

Workflow Steps

Completed	1	Signed by Amber Rodriques on 02/24/2026 at 09:47 AM **Signature:** Amber Rodriques
Completed	2	Approved by Tracy Sowinski on 02/24/2026 at 09:50 AM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Adam Jewell on 02/24/2026 at 12:29 PM
Completed	4	Approved by Diana Lebsack on 02/24/2026 at 02:41 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Amber Rodriques

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Bryan Jarrett

School employee requesting trip.

Date of Request required

04/09/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Tennis/HS 9-12

Is this an Athletic event? required

Yes

Is this event out of state? required

No

Title of Conference or Event required

Union JV Boys/Girls Tournament

Travel Destination required

Tulsa, OK

(City, State)

Departure Date of Trip required

04/08/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

3:45 pm

Return Date of Trip required

04/09/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

2

Means of Transportation required

School Vehicle

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Kaleb Schroeder

Number of Students Participating required

20

Number of Parents/Guardians Attending required

0

Grade Level of Students required

9-12

Purpose and Nature of the Trip required

Tennis tournament

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$200

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$500/Booster Club

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

Athletic Department Funded

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

N/A

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

Athletics

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Athletic competition and sportsmanship.

Attachments

Upload Schedule of Events: Copy of Assistant Coaches Tennis Schedule 25_26.pdf
Upload Itinerary: Copy of Assistant Coaches Tennis Schedule 25_26.pdf

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/18/2026 at 03:20 PM
Submitted By	Bryan Jarrett

Workflow Steps

Completed	1	Signed by Bryan Jarrett on 02/18/2026 at 03:20 PM **Signature:** Bryan Jarrett
Completed	2	Approved by Melissa Barlow on 02/18/2026 at 06:33 PM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Adam Jewell on 02/19/2026 at 12:16 PM
Completed	1	Approved by Brian Hinson on 02/20/2026 at 09:48 AM
Completed	4	Approved by Diana Lebsack on 02/23/2026 at 08:15 AM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Bryan Jarrett

----DRAFT----

Overnight Travel Request

YUKON PUBLIC SCHOOLS
Office of Human Resources
600 Maple Street, Yukon, OK 73099 | 405.354.2587 | hr@yukonps.com

This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Rebecca Oglesby

School employee requesting trip.

Date of Request required

02/23/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

NAESP National Conference

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

07/12/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

12:30 PM

Return Date of Trip required

07/15/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

4

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Scott Hein, Billy Pierce, Carla Smith, Shannon Dutton, Randy Stowe, Laurie Gallagher, Heather Mitchell, Chase Langley, Becky Jo Oglesby, Taryn Ellis, Amy Kloppenbach, Cori Stricker, Sam Summers, Christy Hicks, Tracy Sowinski, Amber Rodriquez, Maddison Fletcher, Ryan McLaughlin, Shila Dobbins

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

N/A

Purpose and Nature of the Trip required

Executive Director of Elementary, PK-6 Principals and Assistant Principals trip to National Association of Elementary School Principals for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$1105/261750

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$900/261870

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

$700/261589

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

$280

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Administrators will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help all of them make their schools better for staff and students.

Attachments

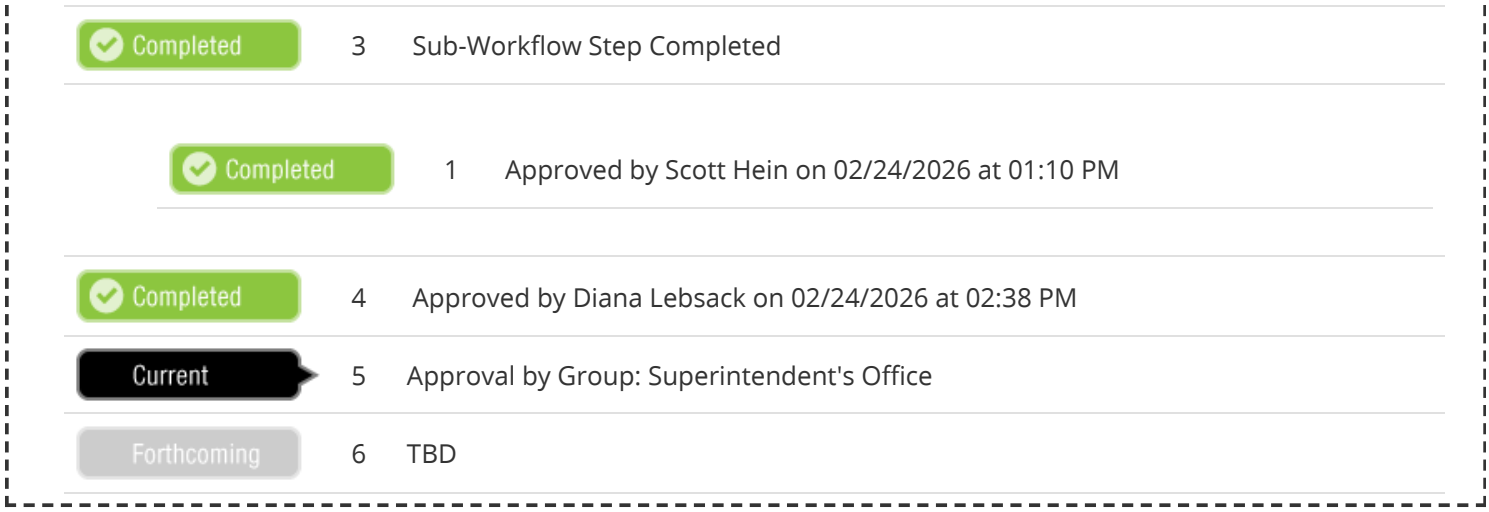
Upload Schedule of Events: web_cvent_com_event_240d41f0_4775_4a43_931d_409c07841787_web.pdf
Upload Itinerary: NAESP Itinerary.jpg

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/23/2026 at 03:35 PM
Submitted By	Scott Hein

Workflow Steps

Completed	1	Signed by Rebecca Oglesby on 02/24/2026 at 07:47 AM **Signature:** Rebecca Jo Oglesby
Completed	2	Approved by Billy Pierce on 02/24/2026 at 07:59 AM



Rebecca Oglesby

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Billy | Pierce

School employee requesting trip.

Date of Request required

02/23/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

NAESP National Conference

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

07/12/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

12:30 PM

Return Date of Trip required

07/15/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

4

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Scott Hein, Billy Pierce, Carla Smith, Shanon Dutton, Randy Stowe, Laurie Gallagher, Heather Mitchell, Chase Langley, Becky Jo Oglesby, Taryn Ellis, Amy Kloppenbach, Cori Stricker, Sam Summers, Christy Hicks, Tracy Sowinski, Amber Rodriquez, Maddison Fletcher, Ryan McLaughlin, Shila Dobbins

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

N/A

Purpose and Nature of the Trip required

Executive Director of Elementary, PK-6 Principals and Assistant Principals trip to National Association of Elementary School Principals for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$1105/261750

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$900/261870

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

$700/261589

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

$280

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Administrators will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help all of them make their schools better for staff and students.

Attachments

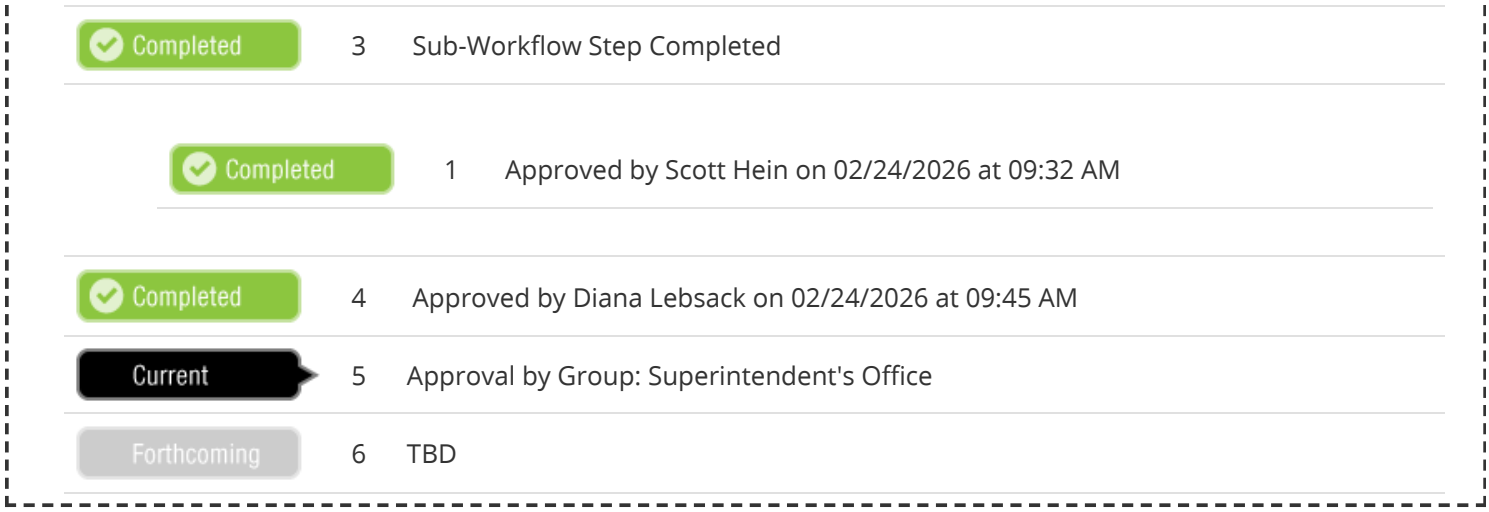
Upload Schedule of Events: web_cvent_com_event_240d41f0_4775_4a43_931d_409c07841787_web.pdf
Upload Itinerary: NAESP Itinerary.jpg

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/23/2026 at 03:18 PM
Submitted By	Scott Hein

Workflow Steps

Completed	1	Signed by Billy Pierce on 02/24/2026 at 08:00 AM **Signature:** Billy Pierce
Completed	2	Approved by Scott Hein on 02/24/2026 at 09:32 AM



Billy Pierce

----DRAFT----

Overnight Travel Request

YUKON PUBLIC SCHOOLS
Office of Human Resources
600 Maple Street, Yukon, OK 73099 | 405.354.2587 | hr@yukonps.com

This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Caleb Collins

School employee requesting trip.

Date of Request required

02/24/2026 Allowed format is MM/DD/YYYY Ex: 02/26/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

Model Schools Conference 2026

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

06/27/2026 Allowed format is MM/DD/YYYY Ex: 02/26/2026

Departure Time required

4:05 pm

Return Date of Trip required

07/01/2026 Allowed format is MM/DD/YYYY Ex: 02/26/2026

Number of Days required

5

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Adam Jewell, Melissa Barlow, Natalie Haworth, Michael Perez, Caleb Collins, Richard Barlow, Abbie Lunsford, and 2 others to be named.

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

0

Purpose and Nature of the Trip required

Executive Director of Secondary Education, with Secondary Principals, and Assistant Principals are attending the Model Schools Conference for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

945

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

1000

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

600

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

460

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

The Secondary Administration Team will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help them make their schools better for faculty and students.

Attachments

Upload Schedule of Events: Model Schools Schedule of Events.pdf
Upload Itinerary: Model Schools - Why Attend.pptx

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/24/2026 at 01:20 PM
Submitted By	Adam Jewell

Workflow Steps

Completed	1	Signed by Caleb Collins on 02/25/2026 at 01:31 PM **Signature:** Caleb Collins
Completed	2	Approved by Melissa Barlow on 02/25/2026 at 02:45 PM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Adam Jewell on 02/25/2026 at 02:47 PM
Completed	4	Approved by Diana Lebsack on 02/25/2026 at 02:56 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Caleb Collins

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Christy Hicks

School employee requesting trip.

Date of Request required

02/23/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

NAESP National Conference

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

07/12/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

12:30 PM

Return Date of Trip required

07/15/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

4

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Scott Hein, Billy Pierce, Carla Smith, Shannon Dutton, Randy Stowe, Laurie Gallagher, Heather Mitchell, Chase Langley, Becky Jo Oglesby, Taryn Ellis, Amy Kloppenbach, Cori Stricker, Sam Summers, Christy Hicks, Tracy Sowinski, Amber Rodriquez, Maddison Fletcher, Ryan McLaughlin, Shila Dobbins

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

N/A

Purpose and Nature of the Trip required

Executive Director of Elementary, PK-6 Principals and Assistant Principals trip to National Association of Elementary School Principals for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$1105/261750

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$900/261870

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

$700/261589

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

$280

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Administrators will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help all of them make their schools better for staff and students.

Attachments

Upload Schedule of Events: web_cvent_com_event_240d41f0_4775_4a43_931d_409c07841787_web.pdf
Upload Itinerary: NAESP Itinerary.jpg

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/23/2026 at 03:47 PM
Submitted By	Scott Hein

Workflow Steps

Completed	1	Signed by Christy Hicks on 02/23/2026 at 06:24 PM **Signature:** Christy Hicks
Completed	2	Approved by Samuel Summers on 02/24/2026 at 09:31 AM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Adam Jewell on 02/24/2026 at 12:28 PM
Completed	4	Approved by Diana Lebsack on 02/24/2026 at 02:41 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Christy Hicks

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Chase | Langley

School employee requesting trip.

Date of Request required

02/23/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

NAESP National Conference

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

07/12/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

12:30 PM

Return Date of Trip required

07/15/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

4

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Scott Hein, Billy Pierce, Carla Smith, Shannon Dutton, Randy Stowe, Laurie Gallagher, Heather Mitchell, Chase Langley, Becky Jo Oglesby, Taryn Ellis, Amy Kloppenbach, Cori Stricker, Sam Summers, Christy Hicks, Tracy Sowinski, Amber Rodriquez, Maddison Fletcher, Ryan McLaughlin, Shila Dobbins

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

N/A

Purpose and Nature of the Trip required

Executive Director of Elementary, PK-6 Principals and Assistant Principals trip to National Association of Elementary School Principals for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$1105/261750

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$900/261870

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

$700/261589

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

$280

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Administrators will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help all of them make their schools better for staff and students.

Attachments

Upload Schedule of Events: web_cvent_com_event_240d41f0_4775_4a43_931d_409c07841787_web.pdf
Upload Itinerary: NAESP Itinerary.jpg

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/23/2026 at 03:33 PM
Submitted By	Scott Hein

Workflow Steps

Completed	1	Signed by Chase Langley on 02/23/2026 at 06:18 PM **Signature:** Chase A Langley
Completed	2	Approved by Billy Pierce on 02/24/2026 at 08:00 AM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Scott Hein on 02/24/2026 at 09:33 AM
Completed	4	Approved by Diana Lebsack on 02/24/2026 at 09:45 AM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Chase Langley

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Carla Smith

School employee requesting trip.

Date of Request required

02/23/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

NAESP National Conference

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

07/12/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

12:30 PM

Return Date of Trip required

07/15/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

4

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Scott Hein, Billy Pierce, Carla Smith, Shannon Dutton, Randy Stowe, Laurie Gallagher, Heather Mitchell, Chase Langley, Becky Jo Oglesby, Taryn Ellis, Amy Kloppenbach, Cori Stricker, Sam Summers, Christy Hicks, Tracy Sowinski, Amber Rodriquez, Maddison Fletcher, Ryan McLaughlin, Shila Dobbins

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

N/A

Purpose and Nature of the Trip required

Executive Director of Elementary, PK-6 Principals and Assistant Principals trip to National Association of Elementary School Principals for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$1105/261750

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$900/261870

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

$700/261589

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

$280

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Administrators will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help all of them make their schools better for staff and students.

Attachments

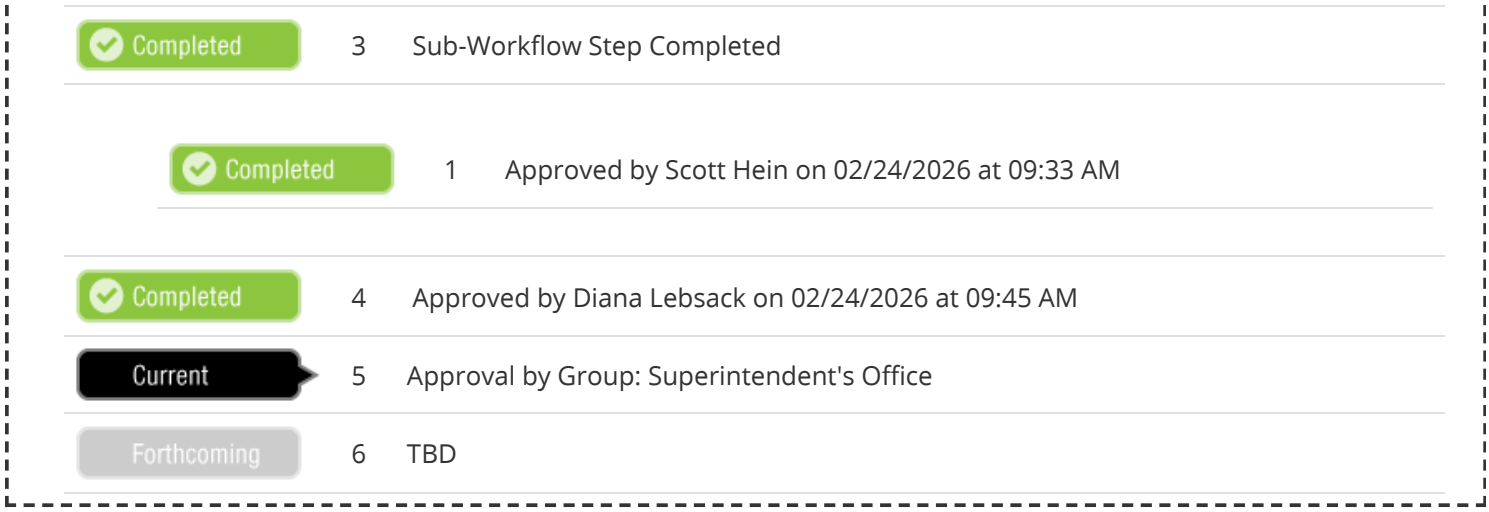
Upload Schedule of Events: web_cvent_com_event_240d41f0_4775_4a43_931d_409c07841787_web.pdf
Upload Itinerary: NAESP Itinerary.jpg

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/23/2026 at 03:22 PM
Submitted By	Scott Hein

Workflow Steps

Completed	1	Signed by Carla Smith on 02/23/2026 at 06:25 PM **Signature:** Carla Smith
Completed	2	Approved by Scott Hein on 02/24/2026 at 09:33 AM



Carla Smith

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Cori Stricker

School employee requesting trip.

Date of Request required

02/23/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

NAESP National Conference

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

07/12/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

12:30 PM

Return Date of Trip required

07/15/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

4

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Scott Hein, Billy Pierce, Carla Smith, Shannon Dutton, Randy Stowe, Laurie Gallagher, Heather Mitchell, Chase Langley, Becky Jo Oglesby, Taryn Ellis, Amy Kloppenbach, Cori Stricker, Sam Summers, Christy Hicks, Tracy Sowinski, Amber Rodriquez, Maddison Fletcher, Ryan McLaughlin, Shila Dobbins

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

N/A

Purpose and Nature of the Trip required

Executive Director of Elementary, PK-6 Principals and Assistant Principals trip to National Association of Elementary School Principals for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$1105/261750

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$900/261870

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

$700/261589

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

$280

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Administrators will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help all of them make their schools better for staff and students.

Attachments

Upload Schedule of Events: web_cvent_com_event_240d41f0_4775_4a43_931d_409c07841787_web.pdf
Upload Itinerary: NAESP Itinerary.jpg

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/23/2026 at 03:43 PM
Submitted By	Scott Hein

Workflow Steps

Completed	1	Signed by Cori Stricker on 02/24/2026 at 08:05 AM **Signature:** Cori Stricker
Completed	2	Approved by Laura Gallagher on 02/24/2026 at 08:38 AM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Scott Hein on 02/24/2026 at 01:10 PM
Completed	4	Approved by Diana Lebsack on 02/24/2026 at 02:40 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Cori Stricker

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Heather Mitchell

School employee requesting trip.

Date of Request required

02/23/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

NAESP National Conference

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

07/12/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

12:30 PM

Return Date of Trip required

07/15/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

4

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Scott Hein, Billy Pierce, Carla Smith, Shannon Dutton, Randy Stowe, Laurie Gallagher, Heather Mitchell, Chase Langley, Becky Jo Oglesby, Taryn Ellis, Amy Kloppenbach, Cori Stricker, Sam Summers, Christy Hicks, Tracy Sowinski, Amber Rodriquez, Maddison Fletcher, Ryan McLaughlin, Shila Dobbins

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

N/A

Purpose and Nature of the Trip required

Executive Director of Elementary, PK-6 Principals and Assistant Principals trip to National Association of Elementary School Principals for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$1105/261750

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$900/261870

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

$700/261589

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

$280

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Administrators will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help all of them make their schools better for staff and students.

Attachments

Upload Schedule of Events: web_cvent_com_event_240d41f0_4775_4a43_931d_409c07841787_web.pdf
Upload Itinerary: NAESP Itinerary.jpg

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/23/2026 at 03:32 PM
Submitted By	Scott Hein

Workflow Steps

Completed	1	Signed by Heather Mitchell on 02/24/2026 at 10:01 AM **Signature:** Heather Mitchell
Completed	2	Approved by Scott Hein on 02/24/2026 at 01:09 PM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Scott Hein on 02/24/2026 at 01:09 PM
Completed	4	Approved by Diana Lebsack on 02/24/2026 at 02:38 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Heather Mitchell

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Kaleb Schroeder

School employee requesting trip.

Date of Request required

02/21/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon JV Tennis / 9-12

Is this an Athletic event? required

Yes

Is this event out of state? required

No

Title of Conference or Event required

Tulsa Union JV Tournament

Travel Destination required

Tulsa, OK

(City, State)

Departure Date of Trip required

04/08/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

3:30 pm

Return Date of Trip required

04/09/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

2

Means of Transportation required

School Vehicle

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Brian Jarrett

Number of Students Participating required

Approx. 20

Number of Parents/Guardians Attending required

0

Grade Level of Students required

9-12

Purpose and Nature of the Trip required

JV Tennis Tournament

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$200

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$500 / Booster Clb

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

Athletic Department Funded

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

n/a

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

n/a

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Athletic Competition & Sportsmanship

Attachments

Upload Schedule of Events: Tennis Schedule 25_26.docx
Upload Itinerary: Tennis Schedule 25_26.docx

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/21/2026 at 06:25 PM
Submitted By	Kaleb Schroeder

Workflow Steps

Completed	1	Signed by Kaleb Schroeder on 02/21/2026 at 06:25 PM **Signature:** Kaleb Schroeder
Completed	2	Approved by Brian Hinson on 02/23/2026 at 12:03 PM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Adam Jewell on 02/24/2026 at 12:24 PM
Completed	1	Approved by Brian Hinson on 02/23/2026 at 12:03 PM
Completed	4	Approved by Diana Lebsack on 02/24/2026 at 02:37 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Kaleb Schroeder

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Kirstin | Tidwell

School employee requesting trip.

Date of Request required

04/01/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

FCCLA 9-12

Is this an Athletic event? required

No

Is this event out of state? required

No

Title of Conference or Event required

FCCLA State Convention

Travel Destination required

Tulsa, OK

(City, State)

Departure Date of Trip required

04/01/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

10:00 AM

Return Date of Trip required

04/02/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

2

Means of Transportation required

School Vehicle

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Shelbi Loupe

Number of Students Participating required

7

Number of Parents/Guardians Attending required

0

Grade Level of Students required

9-12

Purpose and Nature of the Trip required

FCCLA Annual State Convention

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$120 - Paid through activity PO

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$795 - PO 662327. Funded through activity account

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

Taking school suburban

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

N/A

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

100 per day - Activity account (not sure if I will have to pay this?)

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

FCCLA convention celebrates the history of FCCLA. Students gain knowledge of FCCLA and get to celebrate their accomplishments.

Attachments

Upload Schedule of Events: Convention .pdf
Upload Itinerary: Convention .pdf

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/11/2026 at 11:26 AM
Submitted By	Kirstin Tidwell

Workflow Steps

Completed	1	Signed by Kirstin Tidwell on 02/11/2026 at 11:27 AM **Signature:** Kirstin Tidwell
Completed	2	Approved by Melissa Barlow on 02/11/2026 at 12:59 PM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Adam Jewell on 02/19/2026 at 12:17 PM
Completed	4	Approved by Diana Lebsack on 02/23/2026 at 08:16 AM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Kirstin Tidwell

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Laura | Gallagher

School employee requesting trip.

Date of Request required

02/23/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

NAESP National Conference

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

07/12/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

12:30 PM

Return Date of Trip required

07/15/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

4

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Scott Hein, Billy Pierce, Carla Smith, Shannon Dutton, Randy Stowe, Laurie Gallagher, Heather Mitchell, Chase Langley, Becky Jo Oglesby, Taryn Ellis, Amy Kloppenbach, Cori Stricker, Sam Summers, Christy Hicks, Tracy Sowinski, Amber Rodriquez, Maddison Fletcher, Ryan McLaughlin, Shila Dobbins

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

N/A

Purpose and Nature of the Trip required

Executive Director of Elementary, PK-6 Principals and Assistant Principals trip to National Association of Elementary School Principals for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$1105/261750

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$900/261870

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

$700/261589

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

$280

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Administrators will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help all of them make their schools better for staff and students.

Attachments

Upload Schedule of Events: web_cvent_com_event_240d41f0_4775_4a43_931d_409c07841787_web.pdf
Upload Itinerary: NAESP Itinerary.jpg

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/23/2026 at 03:30 PM
Submitted By	Scott Hein

Workflow Steps

Completed	1	Signed by Laura Gallagher on 02/23/2026 at 04:00 PM **Signature:** Laurie Gallagher
Completed	2	Approved by Scott Hein on 02/23/2026 at 04:04 PM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Scott Hein on 02/23/2026 at 04:04 PM
Completed	4	Approved by Diana Lebsack on 02/23/2026 at 04:06 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Laura Gallagher

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Lauryn | Moore

School employee requesting trip.

Date of Request required

02/22/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Girls Tennis

Is this an Athletic event? required

Yes

Is this event out of state? required

No

Title of Conference or Event required

Owasso Tournament

Travel Destination required

Owasso, OK

(City, State)

Departure Date of Trip required

03/11/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

4 PM

Return Date of Trip required

03/12/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

1

Means of Transportation required

School Vehicle

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

None

Number of Students Participating required

6

Number of Parents/Guardians Attending required

0

Grade Level of Students required

9-12

Purpose and Nature of the Trip required

Playing tennis at Owasso HS

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

100- entry fee paid for by athletics

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

400- paid for by booster

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

0- will not need gas on this trip

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

200 for meals paid for by booster club

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0- no sub needed for virtual teacher

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Playing at a tennis tournament to better help our state ranking chances

Attachments

Upload Schedule of Events: Owasso.pdf
Upload Itinerary: Owasso.pdf

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/22/2026 at 12:30 PM
Submitted By	Lauryn Moore

Workflow Steps

Completed	1	Signed by Lauryn Moore on 02/22/2026 at 12:30 PM **Signature:** Lauryn Moore
Completed	2	Approved by Erica Ajayi on 02/23/2026 at 11:51 AM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Adam Jewell on 02/24/2026 at 12:24 PM
Completed	1	Approved by Brian Hinson on 02/23/2026 at 12:02 PM
Completed	4	Approved by Diana Lebsack on 02/24/2026 at 02:36 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Lauryn Moore

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Michael | Foster

School employee requesting trip.

Date of Request required

02/23/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Sports Medicine

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

National Athletic Trainers' Association Annual Symposium

Travel Destination required

Philadelphia, PA

(City, State)

Departure Date of Trip required

06/29/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

8:00am

Return Date of Trip required

07/02/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

4

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

None

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

N/A

Purpose and Nature of the Trip required

Continuing Education for Athletic Training Certification

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$350.00/PO# 261847/412 account

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

No need for lodging/rooming with a colleague

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

$700/PO# 261859/412 account

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

$600/PO# 261858/412 account

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

N/A

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Attending this conference will allow me to complete continuing education requirements for Athletic Training Certification, enabling me to legally provide care for student athletes at Yukon Public Schools.

Attachments

Upload Schedule of Events: NATA Agenda_Itinerary.pdf
Upload Itinerary: NATA Agenda_Itinerary.pdf

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/23/2026 at 02:16 PM
Submitted By	Michael Foster

Workflow Steps

Completed	1	Signed by Michael Foster on 02/23/2026 at 02:17 PM **Signature:** Michael Dain Foster
Completed	2	Approved by Melissa Barlow on 02/23/2026 at 02:25 PM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Adam Jewell on 02/24/2026 at 12:25 PM
Completed	4	Approved by Diana Lebsack on 02/24/2026 at 02:37 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Michael Foster

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Melissa Barlow

School employee requesting trip.

Date of Request required

02/24/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

No

Title of Conference or Event required

Model Schools Conference 2026

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

06/27/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

4:05 pm

Return Date of Trip required

07/01/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

5

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Adam Jewell, Melissa Barlow, Natalie Haworth, Michael Perez, Caleb Collins, Richard Barlow, Abbie Lunsford, and 2 others to be named.

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

0

Purpose and Nature of the Trip required

Executive Director of Secondary Education, with Secondary Principals, and Assistant Principals are attending the Model Schools Conference for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

945

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

1000

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

600

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

460

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

The Secondary Administration Team will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help them make their schools better for faculty and students.

Attachments

Upload Schedule of Events: Model Schools - Why Attend.pptx
Upload Itinerary: Model Schools Schedule of Events.pdf

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/24/2026 at 01:14 PM
Submitted By	Adam Jewell

Workflow Steps

Completed	1	Signed by Melissa Barlow on 02/24/2026 at 01:47 PM **Signature:** Melissa G Barlow
Completed	2	Approved by Adam Jewell on 02/24/2026 at 02:13 PM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Adam Jewell on 02/24/2026 at 02:13 PM
Completed	4	Approved by Diana Lebsack on 02/24/2026 at 02:42 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Melissa Barlow

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Maddison | Dawson

School employee requesting trip.

Date of Request required

02/23/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

NAESP National Conference

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

07/12/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

12:30 PM

Return Date of Trip required

07/15/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

4

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Scott Hein, Billy Pierce, Carla Smith, Shannon Dutton, Randy Stowe, Laurie Gallagher, Heather Mitchell, Chase Langley, Becky Jo Oglesby, Taryn Ellis, Amy Kloppenbach, Cori Stricker, Sam Summers, Christy Hicks, Tracy Sowinski, Amber Rodriquez, Maddison Fletcher, Ryan McLaughlin, Shila Dobbins

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

N/A

Purpose and Nature of the Trip required

Executive Director of Elementary, PK-6 Principals and Assistant Principals trip to National Association of Elementary School Principals for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$1105/261750

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$900/261870

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

$700/261589

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

$280

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Administrators will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help all of them make their schools better for staff and students.

Attachments

Upload Schedule of Events: web_cvent_com_event_240d41f0_4775_4a43_931d_409c07841787_web.pdf
Upload Itinerary: NAESP Itinerary.jpg

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/23/2026 at 03:53 PM
Submitted By	Scott Hein

Workflow Steps

Completed	1	Signed by Maddison Dawson on 02/24/2026 at 01:08 PM **Signature:** Maddison Dawson
Completed	2	Approved by Tracy Sowinski on 02/24/2026 at 01:18 PM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Adam Jewell on 02/24/2026 at 01:26 PM
Completed	4	Approved by Diana Lebsack on 02/24/2026 at 02:41 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Maddison Dawson

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Michael | Perez

School employee requesting trip.

Date of Request required

02/24/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

Model Schools Conference 2026

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

06/27/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

4:05 pm

Return Date of Trip required

07/01/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

5

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Adam Jewell, Melissa Barlow, Natalie Haworth, Michael Perez, Caleb Collins, Richard Barlow, Abbie Lunsford, and 2 others to be named.

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

0

Purpose and Nature of the Trip required

Executive Director of Secondary Education, with Secondary Principals, and Assistant Principals are attending the Model Schools Conference for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

945

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

1000

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

600

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

460

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

The Secondary Administration Team will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help them make their schools better for faculty and students.

Attachments

Upload Schedule of Events: Model Schools Schedule of Events.pdf
Upload Itinerary: Model Schools - Why Attend.pptx

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/24/2026 at 01:18 PM
Submitted By	Adam Jewell

Workflow Steps

Completed	1	Signed by Michael Perez on 02/24/2026 at 01:32 PM **Signature:** Michael A. Perez
Completed	2	Approved by Melissa Barlow on 02/24/2026 at 01:47 PM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Adam Jewell on 02/24/2026 at 02:13 PM
Completed	4	Approved by Diana Lebsack on 02/24/2026 at 02:36 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Michael Perez

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Natalie Haworth

School employee requesting trip.

Date of Request required

02/24/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

Model Schools Conference 2026

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

06/27/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

4:05 pm

Return Date of Trip required

07/01/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

5

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Adam Jewell, Melissa Barlow, Natalie Haworth, Michael Perez, Caleb Collins, Richard Barlow, Abbie Lunsford, and 2 others to be named.

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

0

Purpose and Nature of the Trip required

Executive Director of Secondary Education, with Secondary Principals, and Assistant Principals are attending the Model Schools Conference for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

945

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

1000

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

600

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

460

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

The Secondary Administration Team will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help them make their schools better for faculty and students.

Attachments

Upload Schedule of Events: Model Schools Schedule of Events.pdf
Upload Itinerary: Model Schools - Why Attend.pptx

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/24/2026 at 01:16 PM
Submitted By	Adam Jewell

Workflow Steps

Completed	1	Signed by Natalie Haworth on 02/24/2026 at 01:36 PM **Signature:** Natalie Haworth
Completed	2	Approved by Melissa Barlow on 02/24/2026 at 01:47 PM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Adam Jewell on 02/24/2026 at 02:13 PM
Completed	4	Approved by Diana Lebsack on 02/24/2026 at 02:42 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Natalie Haworth

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Richard Barlow

School employee requesting trip.

Date of Request required

02/24/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

Model Schools Conference 2026

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

06/27/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

4:05 pm

Return Date of Trip required

07/01/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

5

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Adam Jewell, Melissa Barlow, Natalie Haworth, Michael Perez, Caleb Collins, Richard Barlow, Abbie Lunsford, and 2 others to be named.

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

0

Purpose and Nature of the Trip required

Executive Director of Secondary Education, with Secondary Principals, and Assistant Principals are attending the Model Schools Conference for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

945

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

1000

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

600

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

460

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

The Secondary Administration Team will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help them make their schools better for faculty and students.

Attachments

Upload Schedule of Events: Model Schools Schedule of Events.pdf
Upload Itinerary: Model Schools - Why Attend.pptx

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/24/2026 at 01:22 PM
Submitted By	Adam Jewell

Workflow Steps

Completed	1	Signed by Richard Barlow on 02/24/2026 at 01:26 PM **Signature:** Richard Barlow
Completed	2	Approved by Karyn Garcia on 02/24/2026 at 02:10 PM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Adam Jewell on 02/24/2026 at 02:13 PM
Completed	4	Approved by Diana Lebsack on 02/24/2026 at 02:42 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Richard Barlow

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Ryan | McLaughlin

School employee requesting trip.

Date of Request required

02/23/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

NAESP National Conference

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

07/12/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

12:30 PM

Return Date of Trip required

07/15/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

4

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Scott Hein, Billy Pierce, Carla Smith, Shannon Dutton, Randy Stowe, Laurie Gallagher, Heather Mitchell, Chase Langley, Becky Jo Oglesby, Taryn Ellis, Amy Kloppenbach, Cori Stricker, Sam Summers, Christy Hicks, Tracy Sowinski, Amber Rodriquez, Maddison Fletcher, Ryan McLaughlin, Shila Dobbins

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

N/A

Purpose and Nature of the Trip required

Executive Director of Elementary, PK-6 Principals and Assistant Principals trip to National Association of Elementary School Principals for professional learning, growth, and collaboration.

COST ANALYSIS

Total estimated costs. Please indicate the funding source and if any portion of the cost is being covered by a sanctioned booster group.

Registration Costs / Requisition Number/Source of Funding: required

$1105/261750

Project Code

Lodging Cost/ Requisition Number/Source of Funding: required

$900/261870

Project Code

Transportation Costs/ Requisition Number/Source of Funding: required

$700/261589

Airfare or Personal or District Vehicle

Project Code

Per diem (meals, taxi/uber, parking)/Source of Funding: required

$280

https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

Cost of a Substitute/Source of Funding: required

0

Project Code

Will Participation Lead to Further Competition? required

No

If Yes, Explain

Educational Benefits required

Administrators will attend sessions that will provide professional development on strategies, best practices, and innovative ideas that will help all of them make their schools better for staff and students.

Attachments

Upload Schedule of Events: web_cvent_com_event_240d41f0_4775_4a43_931d_409c07841787_web.pdf
Upload Itinerary: NAESP Itinerary.jpg

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/23/2026 at 03:55 PM
Submitted By	Scott Hein

Workflow Steps

Completed	1	Signed by Ryan McLaughlin on 02/23/2026 at 04:30 PM **Signature:** Ryan McLaughlin
Completed	2	Approved by Adam Jewell on 02/24/2026 at 12:29 PM

Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Adam Jewell on 02/24/2026 at 12:29 PM
Completed	4	Approved by Diana Lebsack on 02/24/2026 at 02:41 PM
Current	5	Approval by Group: Superintendent's Office
Forthcoming	6	TBD

Ryan McLaughlin

----DRAFT----

Overnight Travel Request



This form must be submitted to the Board Secretary no later than 12:00 p.m. on the Wednesday prior to the regularly scheduled monthly Board of Education meeting. Please note that the form must undergo a workflow process, which may take between one to three days before it becomes available to the Board Secretary.

Each district employee attending the event is required to submit a separate form.

Full Name required

Randy Stowe

School employee requesting trip.

Date of Request required

02/23/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Name of Organization / Grade required

Yukon Public Schools

Is this an Athletic event? required

No

Is this event out of state? required

Yes

Title of Conference or Event required

NAESP National Conference

Travel Destination required

Orlando, FL

(City, State)

Departure Date of Trip required

07/12/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Departure Time required

12:30 PM

Return Date of Trip required

07/15/2026 Allowed format is MM/DD/YYYY Ex: 02/25/2026

Number of Days required

4

Means of Transportation required

Airline

Name of Additional District Employee(s) Attending: required

Each district employee attending the event is required to submit a separate form.

Scott Hein, Billy Pierce, Carla Smith, Shannon Dutton, Randy Stowe, Laurie Gallagher, Heather Mitchell, Chase Langley, Becky Jo Oglesby, Taryn Ellis, Amy Kloppenbach, Cori Stricker, Sam Summers, Christy Hicks, Tracy Sowinski, Amber Rodriquez, Maddison Fletcher, Ryan McLaughlin, Shila Dobbins

Number of Students Participating required

0

Number of Parents/Guardians Attending required

0

Grade Level of Students required

N/A

Purpose and Nature of the Trip required

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COST ANALYSIS

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$1105/261750

Project Code

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Project Code

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Project Code

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https://www.gsa.gov/travel/plan-book/per-diem-rates

Project Code

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Project Code

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Educational Benefits required

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Attachments

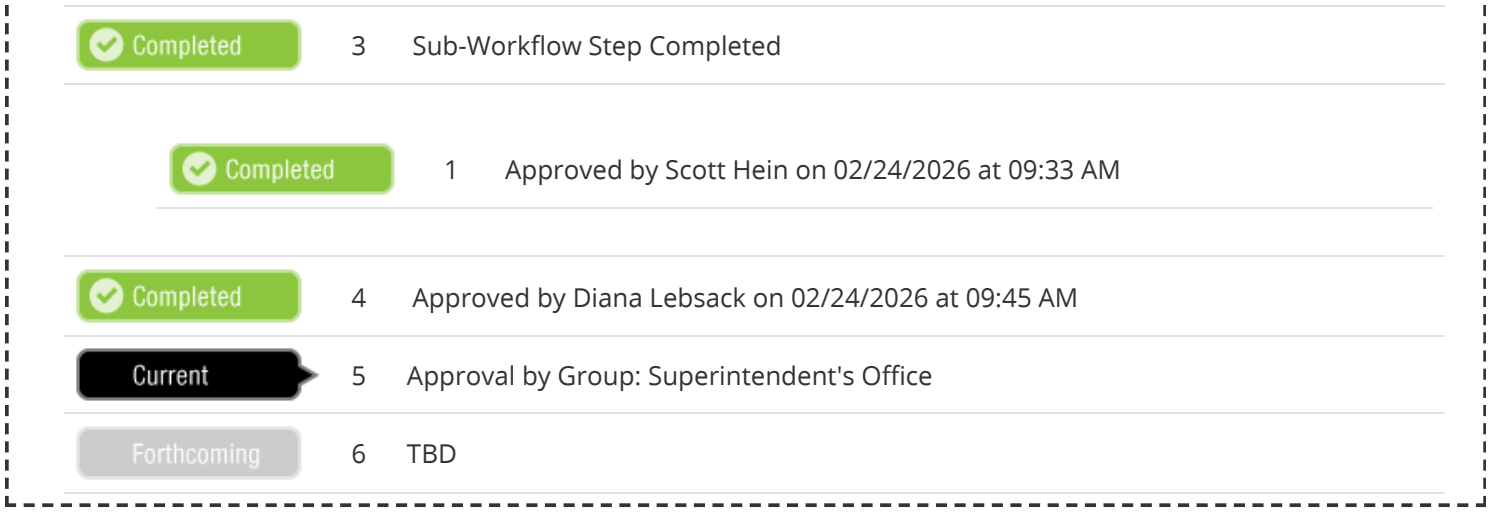
Upload Schedule of Events: web_cvent_com_event_240d41f0_4775_4a43_931d_409c07841787_web.pdf
Upload Itinerary: NAESP Itinerary.jpg

Workflow

Attached Workflow	Overnight Travel Request
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/23/2026 at 03:28 PM
Submitted By	Scott Hein

Workflow Steps

Completed	1	Signed by Randy Stowe on 02/24/2026 at 08:57 AM **Signature:** Randy Stowe
Completed	2	Approved by Scott Hein on 02/24/2026 at 09:33 AM



Randy Stowe

----DRAFT----

Title	Author	Barcode
The 18 penny goose	Walker, Sally M.	T 20327
Araminta's paint box	Ackerman, Karen, 1951-	T 10001
Brothers	Yin.	T 41009
County fair : adapted from the little house boo	illustrated by Jody Wheeler.	T 30083
David's search	Nixon, Joan Lowery.	T 20268
Dust for dinner	Turner, Ann Warren.	T 15924
A farmer boy birthday : adapted from the little	illustrated by Jody Wheeler.	T 16594
Fat chance, Claude	Nixon, Joan Lowery.	T 3931
I have heard of a land	Thomas, Joyce Carol.	T 15888
If you say so, Claude	Nixon, Joan Lowery.	T 3932
Keeper of the doves	Byars, Betsy Cromer.	T 19273
Lucy's wish	Nixon, Joan Lowery.	T 20763
Mieko and the fifth treasure	Coerr, Eleanor.	T 9847
Our strange new land	Hermes, Patricia.	T 17099
Sarah, plain and tall	MacLachlan, Patricia.	T 18394
Skylark	MacLachlan, Patricia.	T 15083
Tree of hope	Littlesugar, Amy.	T 21284
Virgie goes to school with us boys	Howard, Elizabeth Fitzgerald.	T 21329
Young Wolf's first hunt	Shefelman, Janice Jordan, 1930-	T 15540
The 100-year-old secret	Barrett, Tracy, 1955-	T 44109
The 100th day of school	Medearis, Angela Shelf, 1956-	T 20966
Abby Cadabra, super speller	Holub, Joan.	T 16521
Abe Lincoln remembers	Turner, Ann Warren.	T 20002
Abracadabra! Magic with Mouse and Mole	Yee, Wong Herbert.	T 1145
Absolutely Lucy	Cooper, Ilene.	T 17421
The adventures of Captain Underpants	Pilkey, Dav, 1966-	T 100850
The adventures of Nanny Piggins	Spratt, R. A.	T 120861
Aesop's fables	Aesop.	T 111737
Afghanistan	Italia, Bob, 1955-	T 22402
Africa	Petersen, David, 1946-	T 17427
Agapanthus Hum and Major Bark	Cowley, Joy.	T 16774
Aggie and Will	Brimner, Larry Dane.	T 21428
Albert	Napoli, Donna Jo, 1948-	T 20009
Albertina the practically perfect	Fowler, Susi L.	T 16777
Alexander Graham Bell	Sherrow, Victoria.	T 17915
Aliens for lunch	Etra, Jonathan.	T 12591
All along the river	Fowler, Allan.	T 21501
All the way to Lhasa : a tale from Tibet	Berger, Barbara, 1945 Mar. 1-	T 17916
Allosaurus	Cohen, Daniel, 1936-	T 19054
Ally the dolphin fairy	Meadows, Daisy.	T 101183
The alphabet theatre proudly presents the Z w	Van Allsburg, Chris.	T 19665
Amber Brown sees red	Danziger, Paula, 1944-	T 16102
Amelia Bedelia and the baby	Parish, Peggy.	T 16472
Anacondas	Steele, Christy.	T 22728

And still the turtle watched	MacGill-Callahan, Sheila.	T 100851
Angel Pig & the hidden Christmas	Waldron, Jan L.	T 15862
Animals under the ground	Fowler, Allan.	T 20027
The ant bully	Nickle, John.	T 21511
Antelope	Stewart, Melissa.	T 18325
April flowers	Napoli, Donna Jo, 1948-	T 20036
Argentina	Conley, Kate A., 1977-	T 22403
As ever, Gordy	Hahn, Mary Downing.	T 20052
As warm as the sun	McMullan, Kate.	T 102028
Attack of the tagger	Van Draanen, Wendelin.	T 6872
Aunt Chip and the great Triple Creek dam affa	Polacco, Patricia.	T 18655
Aunt Pitty Patty's piggy	Aylesworth, Jim.	T 20061
Ava, the sunset fairy	Meadows, Daisy.	T 100601
B-E-S-T friends	Giff, Patricia Reilly.	T 100379
Backyard	Murray, Julie, 1969-	T 112333
Bad, bad bunnies	Delton, Judy.	T 12396
The bald eagle	Quiri, Patricia Ryon.	T 20077
Ball	Sullivan, Mary, 1958-	T 111776
The ball hogs	Wallace, Rich.	T 2598
The ballad of Valentine	Jackson, Alison.	T 30036
The ballgame with no one at bat	Brezenoff, Steven.	T 108734
Barn cat : a counting book	Saul, Carol P.	T 16264
The Basque dragon	Gidwitz, Adam,	T 101693
The battle of the Labyrinth	Riordan, Rick.	T 23989
Bear	Miles, Ellen.	T 100701
Bear	Miles, Ellen.	T 101408
Beast and the Halloween horror	Giff, Patricia Reilly.	T 22053
Beauty	Wallace, Bill, 1947-2012.	T 30286
Becoming a citizen	De Capua, Sarah.	T 17462
The bedtime beast	Hulbert, Jay.	T 14983
Beef stew	Brenner, Barbara.	T 12399
Before I was your mother	Lasky, Kathryn.	T 19075
Behold the bold umbrellaphant : and other po	Prelutsky, Jack.	T 18920
Behold-- the unicorns!	Gibbons, Gail.	T 6781
Ben Franklin and his first kite	Krensky, Stephen.	T 4753
Ben Franklin's big splash : the mostly true stor	Rosenstock, Barb.	T 101835
Benched	Wallace, Rich.	T 2761
Betsy Ross	Frost, Helen, 1949-	T 108102
Betsy Ross and the silver thimble	Greene, Stephanie.	T 5018
The big balloon race	Coerr, Eleanor.	T 111611
Big egg	Coxe, Molly.	T 13326
The big meow	Spires, Elizabeth.	T 17469
The BIG Problem (and the squirrel who eventu	Loewen, Nancy, 1964-	T 109319
Big train	Klein, Adria F. (Adria Fay), 1947-	T 108641
Bigfoot Cinderrrrrella	Johnston, Tony, 1942-	T 14886
The Bill of Rights	Quiri, Patricia Ryon.	T 20117
Birds	Henkes, Kevin.	T 1925

Birthday pony	Haas, Jessie.	T 7477
Bitter dumplings	Lee, Jeanne M.	T 17472
The black snowman	Mendez, Phil.	T 9130
The black stallion	Farley, Walter, 1915-1989.	T 16111
A blue for Beware	Haas, Jessie.	T 15285
Blue skies, french fries	Delton, Judy.	T 16827
The blue witch	Adams, Alane.	T 121060
Bob's vacation	Rau, Dana Meachen, 1971-	T 6852
The Boston coffee party	Rappaport, Doreen.	T 10254
The bowling lane without any strikes	Brezenoff, Steven.	T 108735
The boy who cried Bigfoot	Greenburg, Dan.	T 100864
The boy who cried fabulous	Newman, Lesléa.	T 22278
The boy who cried "Wolf!"	Schecter, Ellen.	T 15719
Bozo the clone	Greenburg, Dan.	T 100866
A brand-new day with Mouse and Mole	Yee, Wong Herbert.	T 1803
Brave Margaret : an Irish adventure	San Souci, Robert D.	T 20145
Brave Mary	Brimner, Larry Dane.	T 21556
Breakout at the bug lab	Horowitz, Ruth.	T 20148
Bridget and the gray wolves	Lindenbaum, Pija.	T 17478
Brilliant beetles : a 4D book	Higgins, Melissa, 1953-	T 109793
Bronto eats meat	Maloney, Peter, 1955 Nov. 7-	T 30602
Bubba the cowboy prince : a fractured Texas t	Ketteman, Helen.	T 16834
Buddy	Miles, Ellen.	T 101441
The bug cemetery	Hill, Frances, 1955-	T 30159
Bugs are insects	Rockwell, Anne F.	T 20155
The bump on Santa's noggin : how Santa almo	Schatzer, Jeffery L.	T 111503
Bunny in a basket	Baglio, Ben M.	T 111350
The burglar who bit the Big Apple	Brezenoff, Steven.	T 108708
Burrow	Spilsbury, Richard, 1963-	T 108300
Busybody Nora	Hurwitz, Johanna.	T 19097
Caddie, the golf dog	Sampson, Michael R.	T 30050
The caged birds of Phnom Penh	Lipp, Frederick.	T 20168
Calvin Coconut : zoo breath	Salisbury, Graham.	T 2681
Camels	Riggs, Kate.	T 119111
Can I be good?	Taylor, Livingston.	T 22523
The canary caper	Roy, Ron, 1940-	T 15976
Captain and Matey set sail	Laurence, Daniel.	T 11924
Captain Awesome and the Easter egg bandit	Kirby, Stan.	T 100867
Captain Awesome and the mummy's treasure	Kirby, Stan.	T 101190
Captain Awesome gets a hole-in-one	Kirby, Stan.	T 100870
Captain Awesome goes to superhero camp	Kirby, Stan.	T 101191
Captain Awesome has the best snow day ever	Kirby, Stan,	T 101192
Captain Awesome meets Super Dude!	Kirby, Stan.	T 101193
Captain Awesome vs the evil babysitter	Kirby, Stan.	T 100873
Captain Awesome vs. the sinister substitute te	Kirby, Stan.	T 101194
Captain Underpants and the big, bad battle of	Pilkey, Dav, 1966-	T 100884
Captain Underpants and the big, bad battle of	Pilkey, Dav, 1966-	T 100885

Captain Underpants and the perilous plot of P	Pilkey, Dav, 1966-	T 100887
Captain Underpants and the revolting revenge	Pilkey, Dav, 1966-	T 100876
Captain Underpants and the sensational saga (	Pilkey, Dav, 1966-	T 101284
Captain Underpants and the tyrannical retaliat	Pilkey, Dav, 1966-	T 100878
Carcass chewers of the animal world	Rake, Jody Sullivan.	T 109396
Caroline's comets : a true story	McCully, Emily Arnold,	T 101279
The case of Hermie the missing hamster	Preller, James.	T 2510
The case of the bear scare	Preller, James.	T 22081
The case of the bicycle bandit	Preller, James.	T 21573
The case of the buried treasure	Preller, James.	T 22083
The case of the class clown	Preller, James.	T 21572
The case of the detective in disguise	Preller, James.	T 21575
The case of the ghostwriter	Preller, James.	T 21577
The case of the golden key	Preller, James.	T 22082
The case of the great sled race	Preller, James.	T 20181
The case of the groaning ghost	Preller, James.	T 111665
The case of the haunted scarecrow	Preller, James.	T 21576
The case of the Marshmallow Monster	Preller, James.	T 21578
The case of the mummy mystery	Preller, James.	T 20182
The case of the perfect prank	Preller, James.	T 22158
The case of the rainy day mystery	Preller, James.	T 22084
The case of the scaredy cats	Bonsall, Crosby Newell, 1921-	T 4546
The case of the spooky sleepover	Preller, James.	T 23015
The case of the stinky science project	Preller, James.	T 17492
The case of the stolen baseball cards	Preller, James.	T 20185
The case of the twin teddy bears	Keene, Carolyn.	T 18955
Cat at bat	Schade, Susan.	T 16847
The cat ate my gymsuit	Danziger, Paula, 1944-	T 16315
Cat in the crypt	Baglio, Ben M.	T 1137
Cat traps	Coxe, Molly.	T 15725
Catilda	Stadler, John.	T 19111
The cat's quizzer.	Seuss, Dr.	T 21581
Cendrillon : a Caribbean Cinderella	San Souci, Robert D.	T 101084
Charles M. Schulz	Carlson, Cheryl.	T 108316
Chewy and Chica	Miles, Ellen.	T 101196
Chicken	Schwartz, David M.	T 23261
Chirping crickets	Berger, Melvin.	T 16036
A chocolate moose for dinner	Gwynne, Fred.	T 12843
Cinderella, or, The little glass slipper	Perrault, Charles, 1628-1703.	T 100831
Cinderella Skeleton	San Souci, Robert D.	T 30250
Circus Train	Klein, Adria F. (Adria Fay), 1947-	T 108659
Circus Train and the clowns	Klein, Adria F. (Adria Fay), 1947-	T 108642
City firefighters	Goldish, Meish.	T 116117
The city of Ember. Book 1, The city of Ember	DuPrau, Jeanne.	T 2234
The City of Ember: The People of Sparks Book	DuPrau, Jeanne.	T 30718
The City of Ember: The Prophet of Yonwood	DuPrau, Jeanne.	T 30912
City Train in trouble	Klein, Adria F. (Adria Fay), 1947-	T 108643

Class clown	Hurwitz, Johanna.	T 11857
Cloud Tea monkeys	Peet, Mal.	T 2517
Clown around	Rau, Dana Meachen, 1971-	T 16441
Cody	Miles, Ellen.	T 100712
Cold little duck, duck, duck	Peters, Lisa Westberg.	T 16857
Collecting data : pick a pancake	Burstein, John.	T 19123
Color	Doran, Ella.	T 23058
Colt on Christmas Eve	Baglio, Ben M.	T 111347
Come back, Amelia Bedelia	Parish, Peggy.	T 22054
Come to school, Dear Dragon	Hillert, Margaret.	T 101169
The comic book kid	Osterweil, Adam, 1972-	T 21443
The Congress of the United States	Taylor-Butler, Christine.	T 23455
The cool crazy crickets	Elliott, David (David A.)	T 20247
The Cool Crazy Crickets to the rescue!	Elliott, David, 1947-	T 20246
Coraline	Gaiman, Neil.	T 19130
Counting sheep	Glass, Julie.	T 16861
Courage	Waber, Bernard.	T 120434
Courtney the clownfish fairy	Meadows, Daisy.	T 101197
The creature of the pines	Gidwitz, Adam,	T 101707
The crook who crossed the Golden Gate Bridg	Brezenoff, Steve.	T 108707
Crow Boy	Yashima, Taro, 1908-	T 12813
The Cupid chronicles	Paratore, Coleen, 1958-	T 23709
Dahlia	McClintock, Barbara.	T 17516
Daisy	Miles, Ellen.	T 101198
Daisy	Miles, Ellen.	T 101489
Daisy Dawson and the big freeze	Voake, Steve.	T 100716
Daisy Dawson and the secret pond	Voake, Steve.	T 100717
Dance with Rosie	Giff, Patricia Reilly.	T 22786
The dancing deer and the foolish hunter	Kleven, Elisa.	T 82018
Daniel Boone : man of the forests	Greene, Carol.	T 10122
The deadly dungeon	Roy, Ron, 1940-	T 16405
Death Valley : a day in the desert	Levinson, Nancy Smiler.	T 16874
December secrets	Giff, Patricia Reilly.	T 22007
Denmark	Britton, Tamara L., 1963-	T 22410
The Dewey decimal system	Fowler, Allan.	T 20282
Dewey's Christmas at the library	Myron, Vicki.	T 2751
Diane Goode's book of scary stories & songs	[illustrated by Diane Goode].	T 15310
Digger Pig and the turnip	Cohen, Caron Lee.	T 16876
Dinosaurs everywhere!	Harrison, Carol, 1953-	T 111318
Do I need it? or do I want it? : making budget	Larson, Jennifer S., 1967-	T 24153
A dollar for Penny	Glass, Julie.	T 20294
Dominican Republic	Furlong, Kate A., 1977-	T 22413
Don't let them disappear : 12 endangered spe	Clinton, Chelsea.	T 120944
Dory story	Pallotta, Jerry.	T 16886
Double Fudge	Blume, Judy.	T 111977
The double horror of Fenley Place	Keene, Carolyn.	T 2511
Dr. Carbles is losing his marbles!	Gutman, Dan.	T 100894

Dr. Jekyll, orthodontist	Greenburg, Dan.	T 100895
The Dragon of Doom	Coville, Bruce.	T 2995
Dragonfly	Vasilyeva, Anastasiya	T 116173
Dragons	Doeden, Matt.	T 120958
Dream catcher	Sargent, Dave, 1941-	T 18758
Ducks!	Gibbons, Gail.	T 20311
Ducks don't get wet	Goldin, Augusta R.	T 23612
The Duckster Ducklings go to Mars : understar	Loewen, Nancy, 1964-	T 109323
Duffy and the devil : a Cornish tale retold	Zemach, Harve.	T 100832
E-mail	Brimner, Larry Dane.	T 20317
Eagles up close	Blazeman, Christopher.	T 119126
Earth	Pluckrose, Henry Arthur.	T 42022
Earth's rock cycle	Allen, Nancy Kelly, 1949-	T 100200
Earthshake : poems from the ground up	Peters, Lisa Westberg.	T 4926
Eat your peas, Louise!	Snow, Pegeen.	T 16891
Egg-napped!	Montes, Marisa.	T 30045
The Egyptian Cinderella	Climo, Shirley.	T 100614
Elect me!	Manushkin, Fran.	T 109534
Elinor and Violet : the story of two naughty ch	Murphy, Patti Beling.	T 19714
Ellen Ochoa	Juarez, Christine, 1976-	T 109218
Ellis Island	DeGezelle, Terri, 1955-	T 22416
Eloise and the dinosaurs	McClatchy, Lisa	T 112452
Eloise breaks some eggs	McNamara, Margaret.	T 112455
Eloise's summer vacation	McClatchy, Lisa	T 112457
Emma's rug	Say, Allen.	T 30890
The emperor lays an egg	Guiberson, Brenda Z.	T 30152
The emperor penguin	Noonan, Diana.	T 19555
The emperor's new clothes	Wallace, Karen.	T 42000
Empire State Building	Tieck, Sarah, 1976-	T 23879
Enemy spy	Van Draanen, Wendelin.	T 30920
Ethiopia	Britton, Tamara L., 1963-	T 22418
The Everglades poacher who pretended	Brezenoff, Steven.	T 108724
Evie & Margie	Waber, Bernard.	T 19718
Experiments with a hand lens	Tocci, Salvatore.	T 17549
Exploding ants : amazing facts about how anin	Settel, Joanne.	T 13770
Explorer extraordinaire!	O'Connor, Jane.	T 1829
Extra credit	Clements, Andrew, 1949-	T 24207
Fake out	Wallace, Rich.	T 2784
The falcon's feathers	Roy, Ron, 1940-	T 16131
Fall leaves	Holland, Loretta.	T 112090
Family farm	Locker, Thomas, 1937-	T 18377
Fancy Nancy : ooh la la! it's beauty day	O'Connor, Jane.	T 1379
Farfallina & Marcel	Keller, Holly.	T 17559
Fast-draw Freddie	Hamsa, Bobbie.	T 23153
The fat cat sat on the mat	Karlin, Nurit.	T 13744
Fierce warriors	Sargent, Dave, 1941-	T 18759
Fire race : a Karuk coyote tale about how fire (	London, Jonathan, 1947-	T 50113

Five little chicks	Tafuri, Nancy.	T 30765
Five smooth stones	Gregory, Kristiana.	T 3169
Flash	Miles, Ellen.	T 23668
Flying with Oliver	Kalz, Jill.	T 108564
Follow me, Mittens	Schaefer, Lola M., 1950-	T 31066
Football hero	Green, Tim, 1963-	T 23847
Forever Amber Brown	Danziger, Paula, 1944-	T 15691
Fortune's magic farm	Selfors, Suzanne.	T 41006
The fox and the crow	Percy, Graham.	T 24157
The fox and the stork	Percy, Graham.	T 24158
France	Alcraft, Rob, 1966-	T 23883
Franny B. Kranny, there's a bird in your hair!	Lerner, Harriet Goldhor.	T 30595
The Friday nights of Nana	Hest, Amy.	T 17958
The friendship of Milly and Tug	Regan, Dian Curtis.	T 13623
The full freight train	Klein, Adria F. (Adria Fay), 1947-	T 108646
The funny little woman	Mosel, Arlene.	T 23621
The furry alphabet book	Pallotta, Jerry.	T 16915
Game-day jitters	Wallace, Rich.	T 41059
Gemma the gymnastics fairy	Meadows, Daisy.	T 100726
Germany	Alcraft, Rob, 1966-	T 23884
Ghost horse	Stanley, George Edward.	T 16923
The ghost of Cutler Creek	DeFelice, Cynthia C.	T 1093
The giant carrot	Peck, Jan.	T 15979
Giant meatball	Weinstock, Robert, 1967-	T 41005
The gift-giver	Hansen, Joyce.	T 10619
Gimme cracked corn and I will share	O'Malley, Kevin, 1961-	T 41036
Ginger Pye	Estes, Eleanor, 1906-1988.	T 30443
Glass slipper, gold sandal : a worldwide Cinder	Fleischman, Paul.	T 100619
Gloria's way	Cameron, Ann, 1943-	T 20459
The glorious flight : across the Channel with Lc	Provensen, Alice.	T 100833
Going to Grandma's	Hall, Patricia, 1948-	T 19188
The Golden Mare, the Firebird, and the magic	Sanderson, Ruth.	T 30635
Goldie	Miles, Ellen.	T 101507
Goldilocks and the three bears	Marshall, James, 1942-1992.	T 100834
Goldilocks and the three bears	Spirin, Gennadii.	T 31112
Goldilocks and the three bears : take the temp	Brooke, Jasmine.	T 121053
Golem	Wisniewski, David.	T 100835
Goliath beetle : one of the world's heaviest ins	Packard, Mary	T 116319
The Gollywhopper Games	Feldman, Jody.	T 44084
Gone fishing	Long, Earlene, 1938-	T 13898
Good-bye, Curtis	Henkes, Kevin.	T 11437
Good deeds and other laughing matters : a 4D	Green, D. L. (Debra L.)	T 109770
Good night, garden gnome	Henterly, Jamichael.	T 16607
Gooney Bird on the map	Lowry, Lois.	T 101510
The goose's gold	Roy, Ron, 1940-	T 16336
Gorillas : gentle giants of the forest	Milton, Joyce.	T 13331
The Grand Canyon burros that broke	Brezenoff, Steven.	T 108722

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Trouble with trolls	Brett, Jan, 1949-	T 100518
The true story of the Battle of the Alamo	Adams, Colleen.	T 23964
Under New York, above New York	High, Linda Oatman.	T 16745
The United States flag	Tourville, Amanda Doering, 1980-	T 23915
Up the mountain	Agell, Charlotte.	T 13778
Vietnam	Conley, Kate A., 1977-	T 22489
Wait, skates!	Johnson, Mildred D. (Mildred Dawes)	T 30949
Wake me in spring	Preller, James.	T 17189
A wall of names : the story of the Vietnam Vet	Donnelly, Judy.	T 9494
Watch out, Ronald Morgan!	Giff, Patricia Reilly.	T 16398
Watch your paws, Chester	Bennett, Elizabeth.	T 2853
We love baseball!	Berenstain, Mike, 1951-	T 101369
What can you do with a shoe?	De Regniers, Beatrice Schenk.	T 8386
What in the world is a baker's dozen? : and otl	Bussiere, Desiree, 1989-	T 112107
What in the world is an acre? : and other land	Bussiere, Desiree, 1989-	T 112112
What is inside THIS box? : a Monkey & Cake b	Daywalt, Drew.	T 102019
What is it?	Hillert, Margaret.	T 12931
What size is it?	Pluckrose, Henry Arthur.	T 42023
What's he doing now?	Farmer, Patti.	T 7439
When a line bends --- a shape begins	Greene, Rhonda Gowler.	T 101124
When the pigs took over	Dorros, Arthur.	T 17885
When will I read?	Cohen, Miriam.	T 23790
Where are you, Blue Kangaroo?	Chichester Clark, Emma,	T 16756
Where's your smile, crocodile?	Freedman, Claire.	T 23791
Who goes to school?	Hillert, Margaret.	T 12966

Who sank the boat?	Allen, Pamela.	T 23651
Why can't I fly?	Gelman, Rita Golden.	T 13349
Why do cats meow?	Holub, Joan.	T 21374
Wilfrid Gordon McDonald Partridge	Fox, Mem, 1946-	T 17888
Will I have a friend?	Cohen, Miriam.	T 23490
Willie's wonderful pet	Cebulash, Mel.	T 17207
Winnie the Pooh's valentine	Talkington, Bruce.	T 15538
Winter	Saunders-Smith, Gail.	T 23138
Winter is the warmest season	Stringer, Lauren.	T 111316
The witch who went for a walk	Hillert, Margaret.	T 31028
Wombat divine	Fox, Mem, 1946-	T 15683
The women who launched the computer age	Calkhoven, Laurie.	T 81691
Wool gathering : a sheep family reunion	Wheeler, Lisa, 1963-	T 19858
The worst kid who ever lived on Eighth Avenu	Lawlor, Laurie.	T 21398
The Yangtze River	Olson, Nathan.	T 30619
You'll love Chorkies	Edison, Erin.	T 108766
Your pet gerbil	Landau, Elaine.	T 23652
You're a bear	Jukes, Mavis.	T 30583
Zack the prairie dog : a prairie tale to promote	Decker, S. Charles.	T 2295
Zee	Gay, Michel.	T 19511
Zoom on my broom	Farber, Erica.	T 16560
The princess in black. #1	Hale, Shannon,	T 120340
The pigeon has feelings, too! : a smidgeon of a	Willems, Mo.	T 102239
Bluey. Unicorse.		T 82203
World's best coin tricks	Longe, Bob, 1928-	T 13052
Arthur's family vacation	Brown, Marc Tolon.	T 23749
Arthur's underwear	Brown, Marc Tolon.	T 30862
Let's pick apples!	Depken, Kristen L.	T 101966
The boy who cried wolf	Hennessy, B. G. (Barbara G.)	T 31092
A day and night in the desert	Arnold, Caroline.	T 109439
A day and night in the forest	Arnold, Caroline.	T 109442
A day and night in the forest	Arnold, Caroline.	T 109441
A day and night on the prairie	Arnold, Caroline.	T 109440
Disasters at sea	Donkin, Andrew.	T 20289
Giant otter	Lawrence, Ellen, 1967-	T 116355
Moths	Bodden, Valerie.	T 119167
When the wolves returned : restoring nature's	Patent, Dorothy Hinshaw.	T 44105
Bears are curious	Milton, Joyce.	T 13589
Blindspot : hidden biases of good people	Banaji, Mahzarin R.	T 120929
Blindspot : hidden biases of good people	Banaji, Mahzarin R.	T 120930
Bold school : old school wisdom + new school=	Kieschnick, Weston.	T 120805
Bold school : old school wisdom + new school=	Kieschnick, Weston.	T 120806
Bold school : old school wisdom + new school=	Kieschnick, Weston.	T 120807
Bold school : old school wisdom + new school=	Kieschnick, Weston.	T 120808
Bold school : old school wisdom + new school=	Kieschnick, Weston.	T 120809
Bold school : old school wisdom + new school=	Kieschnick, Weston.	T 120810
Bold school : old school wisdom + new school=	Kieschnick, Weston.	T 120811

Bold school : old school wisdom + new school=	Kieschnick, Weston.	T 120812
Choice time : how to deepen learning through	Dinnerstein, Renée.	T 120845
Choice time : how to deepen learning through	Dinnerstein, Renée.	T 120846
Choice time : how to deepen learning through	Dinnerstein, Renée.	T 120847
Choice time : how to deepen learning through	Dinnerstein, Renée.	T 120848
Choice time : how to deepen learning through	Dinnerstein, Renée.	T 120849
Choice time : how to deepen learning through	Dinnerstein, Renée.	T 120850
City fun	Hillert, Margaret.	T 6351
Everyday bias : identifying and navigating unc	Ross, Howard J.	T 120931
Everyday bias : identifying and navigating unc	Ross, Howard J.	T 120932
Mouse mess	Riley, Linnea Asplind.	T 18501
The smartest kids in the world : and how they	Ripley, Amanda.	T 120813
The smartest kids in the world : and how they	Ripley, Amanda.	T 120814
The smartest kids in the world : and how they	Ripley, Amanda.	T 120815
The smartest kids in the world : and how they	Ripley, Amanda.	T 120816
The smartest kids in the world : and how they	Ripley, Amanda.	T 120817
The smartest kids in the world : and how they	Ripley, Amanda.	T 120818
Webster's new collegiate dictionary.		T 7618
Cat Kid comic club	Pilkey, Dav, 1966-	T 102450
Unleashed	Pilkey, Dav, 1966-	T 81997
Webster's third new international dictionary o	editor in chief, Philip Babcock Gove and	T 6859
Cassell's Spanish-English, English-Spanish dict	ionary = Diccionario español-inglés, inglé	T 7624
The Oxford starter French dictionary	edited by Marie-Hélène Corréard and M	T 20991
Boa constrictors	Higgins, Melissa, 1953-	T 108489
Day of the night crawlers	Cummings, Troy.	T 111906
All Sorts of Sorts 2: Word Sorts for Complex Sp	Sheron Brown 2001	T 111231
All Sorts of Sorts 3: Word Sorts for Vocabulary	Sheron Brown 2003	T 111232
All Sorts of Sorts: Word Sorts That Reinforce S	Sheron Brown 2000	T 111230
Animal Groups Science Vocabulary Readers, Level 1		T 120426
Books kids will sit still for : a guide to using chi	Freeman, Judy.	T 2615
The complete guide to classroom centers : hu	Holliman, Linda.	T 1570
Differentiated nonfiction reading. Grade 2	Heskett, Tracie.	T 111233
Differentiated nonfiction reading. Grade 3	Housel, Debra J.	T 111234
Discipline with love and logic : Resource Guide	Fay, Jim.	T 5793
Draw then Write	Moore, Jo Ellen	T 7705
Dynamic Earth Geo Kit.		T 7977
Educating the heart : standards-based activitie	Hagee, Alison, 1966-	T 17256
Exploring Oklahoma with Children.	Taylor, Sarah Lowrey	T 14693
Focus on Character; Bringing the Six Pillars of C	Jurchan-Rizzo, JoAnn	T 5986
Helicopters, drill sergeants, and consultants : p	Fay, Jim.	T 2041
Hey! listen to this : stories to read aloud	edited by Jim Trelease.	T 9412
How to make learning a moving experience.		T 2134
Human Body Science Vocabulary Readers, Level 1		T 120425
In defense of read-aloud : sustaining best prac	Layne, Steven L.	T 120682
I've got what it takes!	Fay, Jim.	T 14223
Life Cycles Science Vocabulary Readers, Level 2		T 120423
Lost & found : a kid's book for living through lo	Gellman, Marc.	T 17397

More than moccasins : a kid's activity guide to	Carlson, Laurie M., 1952-	T 1139
Native Americans : projects, games, and activi	Rubins, Diane Teitel.	T 1138
The new international atlas = Der neue interna	Rand McNally and Company.	T 7696
The New York Times parent's guide to the bes	Lipson, Eden Ross.	T 17346
Oh Great! What Do I Do Now?.	Fay, Charles, Ph.D.	T 1349
The read-aloud handbook	Trelease, Jim.	T 120705
The Reader's Digest children's atlas of the wor	consulting editor, Colin Sale ; [maps, Dig	T 17366
Reading First Activities: Grade 1	Jodene Lynn Smith 2004	T 81317
Reading First Activities: Grade 2	Jennifer Overend Prior 2004	T 111235
RTI read naturally Teacher's Manual.		T 1595
RTI read naturally Teacher's Manual.		T 1596
RTI read naturally Teacher's Manual.		T 62863
RTI sounds abound.		T 1580
Scholastic News Nonfiction Readers: Commun	Alyse Sweeney.	T 120680
Scholastic News Nonfiction Readers: Space Sci	Scholastic.	T 120681
Sounds in action : phonological awareness act	Zgonc, Yvette.	T 1568
Space Science Vocabulary Readers, Level 1		T 120424
Take Home Phonological Awareness Activities	Carolyn Robertson 1998	T 81337
Teaching Economics Using Children's Literatur	Harlan Day.	T 81832
Teaching literacy in the visible learning classro	Fisher, Douglas, 1965-	T 120859
Teaching with love and logic: Taking control of	Fay, Jim and David Funk.	T 5451
Try and make me! : simple strategies that turn	Levy, Ray.	T 5643
Wild Weather Science Vocabulary Readers, Level 1		T 120422
Words their way : word study for phonics, voc	Donald R. Bear ... [et al.].	T 1564
Famous STEM Inventors : True Stories of Famo	Sumita Mukherjee.	T 81926
Pirates Vs. Ninja	West, Tracey, 1965-	T 100795
Angel sharks	Hansen, Grace	T 112390
Jackie & me	Gutman, Dan.	T 16026
Number the stars	Lowry, Lois.	T 8428
A fairy secret	Webster, Christy.	T 100334
iPad2		IT002038
Lucky socks	Weston, Carrie.	T 17675
Trucks	Barton, Byron.	T 9089

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YPS Curriculum Surplus Items

CURRICULUM Surplus Item Spreadsheet

Site: Yukon High School

Item Scu # or ISBN #	Title of Book or Name of Resource	# of	Site	Reason for Surplus
C87040	Swift Stereo/Compound Light MIcroscope	1	YHS	Aged; Repairs not optional
	Dicot Leaf Epidermis Slides (Carolina)	2	YHS	Broken
	Bacterial Types Slides (Carolina)	2	YHS	Broken
	Onion Root Tip Slides (Carolina)	2	YHS	Broken/Aged (cloudy/damaged)
	Microwave	1	YHS	No longer working
60536213	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
60536215	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
60536217	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
60536218	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
60536224	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
60536235	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
60536240	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
60536248	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
60536256	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
60536258	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
60542747	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
60542762	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
60542773	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
60542794	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
60542795	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
60542802	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
60542811	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
60542812	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
60542818	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
60542834	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
61112758	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
61112777	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
61112814	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated

61112825	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
61112883	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
61112901	Flinn Advanced Compound Binocular Microscope 4X, 10X, 40X, 100X (MS1048)	1	YHS	Purchase of new microscopes to replace the outdated
	Ascaris megalocephala mitosis slides	5	YHS	Aged (cloudy/damaged)
	Whitefish Mitosis blastodiscs fish eggs slides	3	YHS	Aged (cloudy/damaged)
	Whitefish Mitosis sec.slides	1	YHS	Aged (cloudy/damaged)
	Reichert-Jung compound light microscope	2	YHS	Aged; Repairs not optional
	"The Skope" microscope	2	YHS	Aged; Repairs not optional
	Nasco compound light microscope	1	YHS	Aged; Repairs not optional
	American Optical compound light microscope	1	YHS	Aged; Repairs not optional

YPS Curriculum Surplus Items

IT Surplus Item Spreadsheet

DATE:

SERIAL NUMBER	Quantity	ITEM	Site	REASON FOR SURPLUS

ITEM FOR CONSIDERATION
Board of Education Meeting
March 2nd, 2026

TOPIC: Certified Evaluation Software/Platform

ADMINISTRATIVE RECOMMENDATION: The Administration recommends approval of the contract with Employee Evaluation Systems Inc. for the time period of 7-1-2026 through 6-30-2027.

RATIONALE FOR RECOMMENDATION: Yukon Public Schools is required by the State of Oklahoma to adopt an evaluation tool for facilitating certified evaluations. There are only two options for vendors/platforms. If approved, next year will be our third year as a TLE district.

Over 500 districts in the state use the Tulsa Model, meaning the majority of teachers in Oklahoma with experience are already trained and have been evaluated using this platform. Therefore, most experienced teachers transferring into Yukon will not have to learn a new evaluation system. Also, the support for the Tulsa Model is local and training is provided through CCOSA (Cooperative Council for Oklahoma School Administration).

OPTIONS:
1. Approve the contract with Employee Evaluation Systems Inc.
2. Do not approve the contract with Employee Evaluation Systems Inc.

FISCAL NOTE: Will not exceed $25,113.75 out of 251 (bond software funds). This is $24.75 per user for Tulsa TLE for 685 employees ($16,953.75) and $160 per McRel Evaluator for 51 administrators ($8160). This cost is flat as the rate is the same as the 25-26 contract.

YPS GOALS:

- **Personnel**- We will recruit, retain, and compensate highly motivated educators that are committed to professional growth and excellence.
- **Professional Development** – We will create and implement professional development that is relevant and applicable to meet the needs of all educators.
- **Curriculum** – We will establish a research- based curriculum to implement a viable, relevant, meaningful learning experience for all students.
- **Instruction**- We provide meaningful learning with high expectations for all.

CONTACT PERSON: Diana Lebsack
Assistant Superintendent of Human Resources

OKTLE

Oklahoma Teacher & Leader Effectiveness

Please Scan and Email a signed copy to info@OKTLE.com

or

Mail to: **OKTLE**
2801 N. Lincoln Blvd., Suite 226
Oklahoma City, OK 73105

or

Fax to: 405-495-2610

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement"), dated as of July 1, 2026, is made and entered into by and between **EMPLOYEE EVALUATION SYSTEMS, INC. ("EES"),** whose notice address is 2801 N. Lincoln Blvd., suite 226, Oklahoma City, Oklahoma 73105, and **SCHOOL DISTRICT NO.** 091027 **OF** Canadian **COUNTY, OKLAHOMA, a/k/a** Yukon **PUBLIC SCHOOLS ("District").**

RECITALS:

A. EES has developed a web application known as OKTLE for use with the teacher evaluation framework known as the Tulsa TLE Observation and Evaluation System. EES has developed a web application known as SEES for use in support employee evaluation. EES has also developed a web application for use with the McREL principal/leader evaluation system.

B. EES and the District desire to license the use of EES's OKTLE, SEES, and/or McREL web-based Systems to the District for use in teacher, support employee and/or principal/leader evaluations for the 2026-2027 school year and thereafter.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EES and District agree as follows:

1. **Grant of License.** Subject to the terms and conditions of this Agreement, EES hereby grants to District a non-exclusive, non-transferable license to use the OKTLE, SEES, and/or McREL web-based Systems (the "License").

2. **Term**. The term of this Agreement shall be for one year, beginning July 1, 2026 and ending June 30, 2027.

3. **Support, Training and Services**. District's license of the OKTLE, SEES, and/or McREL web-based Systems includes online access to the web-based teacher, support employee and principal/leader evaluation systems, online users guides, unlimited technical support, reports of observation and evaluation data, and training related to the operation of the web-based systems. State mandated training for evaluators on the Tulsa TLE Observation and Evaluation System or McREL principal/leader system is not included with this license, and may be obtained from the State or State licensed vendors according to the requirements of the Oklahoma State Department of Education.

4. **License Fee**.

OKTLE – Teacher Evaluation

$27.50 per teacher
$24.75 per teacher for members of OROS, ORES or USSA
For the 2026-2027 school year, the District will have
685 teachers
X 24.75 per teacher

OKTLE TOTAL 16,953.75

McRel – Leader Evaluation

~~$200.00 per Leader/Principal~~
$160.00 per Leader/Principal for OKTLE districts
For the 2026-2027 school year, the District will have
51 Leaders/Principals,
X $160.00 per Leader/Principal

McREL TOTAL 8,160.00

SEES - Support Employee Evaluation

~~$20.00 per employee~~
$16.00 per employee for OKTLE districts
For the 2026-2027 school year, the District will have
_____ support employees
X $16.00 per employee

SEES TOTAL N/a

TOTAL 2026-2027 SCHOOL YEAR COST 25,113.75

5. **Release by District**. District, in consideration for the grant of the License and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby releases EES, its officers, agents and employees, from any and all liability or expense, including, without limitation, reasonable attorneys' fees, expenses, costs, judgments, settlements, or other costs to the extent arising out of or relating to (1) District's use, misuse or modification of the OKTLE, SEES, and/or McREL web-based Systems; or (2) District's failure to use corrections or enhancements to the OKTLE, SEES, and/or McREL web-based Systems provided to District by EES.

6. **District's Remedies**. District's exclusive remedy hereunder is termination of this Agreement.

7. **Limitation of Liability**. To the maximum extent permitted by law, under no circumstances shall either party be liable to the other for indirect, incidental, consequential, special or exemplary damages arising from this agreement or the breach hereof.

8. **Miscellaneous**.

(a) **Entire Agreement**. This Agreement constitutes the entire agreement of the parties relative to the licensing of use of the OKTLE, SEES, and/or McREL web-based Systems and supersedes all oral or written proposals or understandings concerning such subject matter. This Agreement may be modified only pursuant to a writing executed by both parties.

(b) **Severability**. If any of the provisions of this Agreement are held by a court of competent jurisdiction to be invalid or unenforceable under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted and the remaining portions of this Agreement shall remain in full force and effect.

(c) **Survivability**. The obligations set forth herein shall survive any termination of this Agreement.

(d) **Waiver**. No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed to have been made unless such waiver or consent shall be in writing signed by the party against whom the waiver or consent is asserted. The waiver of one breach or default or any delay in exercising any rights under this Agreement shall not constitute a waiver of any subsequent breach or default.

(e) **Construction**. Descriptive headings or captions in this Agreement are for convenience only and shall not affect the construction or application of this Agreement. No rule of construction requiring interpretation against the drafting party shall be applied or given effect.

(f) **Intellectual Property**. District shall cooperate fully with EES in the maintenance and protection by EES of any rights or interests of EES in the OKTLE, SEES, and/or McREL web-based Systems or other intellectual property or interests therein that are the subject matter of this License.

IN WITNESS WHEREOF, EES and District have executed this Agreement as of the _____ day of _____, 2026.

EMPLOYEE EVALUATION SYSTEMS, INC.

By: _____
President

"EES"

INDEPENDENT SCHOOL DISTRICT NO. ___
OF _____COUNTY, OKLAHOMA,
a/k/a _____PUBLIC SCHOOLS

By: _____
For the District

"DISTRICT"

ITEM FOR CONSIDERATION
Board of Education Meeting
03/02/2026

TOPIC: Agreement between Yukon Public Schools and Manhattan Construction Company, LLC. to provide services for Skyview Elementary Exterior Building Façade Renovation & Improvement.

RATIONALE FOR RECOMMENDATION: Agreement for construction management for a new project to address deferred maintenance and façade update at Skyview Elementary.

FISCAL NOTE: 4% of Construction Costs + $15,000 pre-construction fees.

CONTACT PERSON: James Edwards

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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 24 day of February in the year 2026
(In words, indicate day, month, and year.)

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

Yukon Public Schools
600 Maple Street
Yukon, OK 73099

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

Manhattan Construction Company LLC
410 North Walnut Ave. Ste 105
Oklahoma City, OK 73104

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

Skyview Elementary

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

The Stacy Group
8091 N, Owasso Expressway
Owasso, OK 74055

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

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

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

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

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

.1 Design phase milestone dates, if any:

Approximate date for Construction Documents – March 2026

.2 Construction commencement date:

Approximate date for Commencement of Construction – June 2026

.3 Substantial Completion date or dates:

Approximate date for Substantial Completion – August 2026

.4 Other milestone dates:

To be defined in GMP Amendment A

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

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

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

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

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

James Edwards - COO
Email: James.edwards@yukonps.com
Yukon Public Schools
600 Maple Street
Yukon, OK 73099

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

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

.1 Geotechnical Engineer:

.2 Civil Engineer:

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

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

Sean Willis
swillis@stacy-group.com
The Stacy Group

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

Mike Holland Project Director
mholland@manhattanconstruction.com
Manhattan Construction

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

No requirements for staffing of Preconstruction Service

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

Subcontractor procurement in accordance with State Statue

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

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

§ 2.2 Relationship of the Parties

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

§ 2.3 General Conditions

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

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

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

The Work may be divided into several phases or packages which will be ready for commencement of construction before it is appropriate to arrive at an overall Guaranteed Maximum Price for the entire Work. If the Owner elects to proceed before the Parties arrive at an overall Guaranteed Maximum Price, the Construction Manager shall develop "not to exceed" price proposals for any such changes or packages of the Work identified by the Owner. No work, however, will be authorized to commence hereunder until the Parties have entered into a written "Work Authorization Amendment" to

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this Agreement which describes the Work to be performed thereunder, establishes a "not to exceed" price for such Work, and establishes such interim or Substantial Completion dates for such Work as the Parties may agree. Execution by Owner and delivery to Construction Manager of such Work Authorization Amendment shall constitute a Notice To Proceed for the Work specified therein. All such Work Authorization Amendments shall include a Construction Manager Contingency. In addition, Construction Manager shall be allowed __Four_____ percent (_4__%) of the Cost of the Work for its fee for any such Work Authorization until such time as a final Guaranteed Maximum Price is agreed upon by the Parties in which case Article 6 shall control with respect to the total fee to be paid. If two or more Work Authorization Amendments are executed, the "not to exceed" prices, contingencies, and fees for each such Work Authorization shall be combined for all work authorized by existing Work Authorization Amendments.

§ 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 recommendations of the Construction Manager, with respect to construction costs, estimates, budgets and possible economies, are made solely in its capacity as a Construction Manager and are advisory only. Notwithstanding any such recommendations by the Construction Manager, the Architect shall be solely responsible with respect to the design sufficiency of any such recommendations which are incorporated into the Work on the Project. The services to be provided by the Construction Manager, as set forth above, shall in no manner be construed to be professional design services. The Construction Manager may 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 review for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

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§ 3.1.5 Phased Construction

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

§ 3.1.6 Cost Estimates

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

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

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

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

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

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

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

§ 3.1.11 Subcontractors and Suppliers

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

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

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

§ 3.1.12 Procurement

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

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§ 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 as a Construction Manager and not designer under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

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

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

§ 3.2 Guaranteed Maximum Price Proposal

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

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

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

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The Construction Manager's Contingency is to protect the Construction Manager's budget and schedule, including additional costs resulting from, but not limited to, subcontractor defaults, overtime, re-work, delays, commodity shortages (including but not limited to fuel, steel, and concrete) labor shortages, unusual weather and/or unavoidable casualties, or other causes unless due to the gross negligence of the Construction Manager. The above-referenced provision shall apply notwithstanding anything to the contrary in this Agreement including, but not limited to, the limitations set forth in § 6.1.1 below. Notwithstanding the above, it is expressly understood and agreed that, to the extent a change order is warranted under the terms of this Agreement, the Construction Manager's Contingency is not to be used for any costs that are reimbursable pursuant to the terms of such change order. Construction Manager shall provide written notice to Owner in a timely fashion after the Construction Manager has reason to believe that any such item may be charged to Construction Manager's Contingency; however, Owner's approval shall not be required for reimbursement of costs to the Construction Manager from the Construction Manager Contingency. In addition, the Construction Manager shall furnish to Owner upon Owner's request, documentation supporting any expenditures from Construction Manager's Contingency. The Construction Manager Contingency shall be shown in a schedule of values and clearly identified as the Construction Manager Contingency.

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§ 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. . In the event the Construction Manager and Owner are unable to agree upon the Guaranteed Maximum Price Proposal, within ____ days from the date in which the Guaranteed Maximum Price Proposal is submitted to Owner, the Construction Manager may terminate this Agreement and Owner shall reimburse the Construction Manager all costs and fees incurred to the date of termination including any cancellation charges or costs submitted by any third party including, but not limited to, subcontractors or suppliers and including, but not limited to, materials and equipment whether already delivered to the site, being fabricated and pending delivery, as well as those in the process of delivery. Owner shall also pay Construction Manager's fee on said costs.

Upon final completion, any sums remaining in the Construction Manager's Contingency after final payment shall accrue to Owner; provided, however, to the extent that any such sums are remaining in the Construction Manager's Contingency after final payment and the Construction Manager incurs costs and expense arising from the Construction Manager's warranty obligations arising under the one year period for correction of the Work as required by the Contract Documents and Construction Manager is unable to obtain reimbursement for said Work from any subcontractor including such subcontractor's insurer or surety, after exercising reasonable diligence in seeking reimbursement, Owner shall reimburse those reasonable costs incurred by the Construction Manager, to the extent of available funds remaining in Construction Manager's Contingency. Owner shall have no liability for any payment from the remaining Construction Manager's Contingency for warranty work performed after the one year period for correction or invoiced more than 30 days after the end of such correction period. Assessment or payment by the Construction Manager of any deductible or self-insured retention with respect to any such claim shall not be considered as a reimbursement received by the Construction Manager

§ 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, clarifications, and any value management revisions 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 that the Construction Manager becomes aware of between the agreed-upon assumptions, clarifications, and any value management revisions 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.

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

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

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

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

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

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

§ 4.2 Owner's Designated Representative

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

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

§ 4.3 Architect

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

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

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

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

$15,000 for bidding process, bid scoping, document Quality Control review, etc.

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

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

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Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates and compensation for Preconstruction Phase services will be based on the agreed upon rates for staff, insurance, SDI, etc. as listed in the Exhibit to the Agreement for the Construction Manager's personnel providing Preconstruction Phase services on the Project and 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 ( ) 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 45 (forty-five) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

2.5 % two and one-half percent

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

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

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

Construction Manager's fee shall be 4% of the Guaranteed Maximum Price (GMP)

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

4% of the net change in the Cost of Work applicable to such change in the Work

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

Mark ups for Subcontractor's overhead and profit shall not exceed 15%

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed eighty five percent (85 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages:

§ 6.1.6.1 Any provisions for liquidated damages or other delay damages shall only become operative upon the establishment of the Guaranteed Maximum Price for the entire Work and the Construction Manager shall have no liability for liquidated damages or delay damages of any type or character if the Construction Manager and Owner are unable to agree upon a Guaranteed Maximum Price for the entire Work.

§ 6.1.6.2 Expressly conditioned and subject to § 6.1.6.1 above, the Construction Manager agrees that if it fails to achieve Substantial Completion of the Work on or within 30 days from the date of the required Substantial Completion (as agreed upon in Exhibit A), and as said date may be extended as provided herein, the Owner will sustain damages and loss as a result of such failure. In the event the Construction Manager does not substantially complete the Work within thirty (30)

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days of the required Substantial Completion date, as it may be extended as provided herein, the Construction Manager shall pay to Owner $_1,000_____ per calendar day for each day beyond thirty days from the required date of Substantial Completion, as said date may be extended as provided herein, until Substantial Completion is achieved. There is a cap on (a) the total Liquidated Damages to be assessed and paid by the Construction Manager and (b) any costs expended by Owner for supplementing the Work of the Construction Manager to achieve earlier completion of the Work of $__10,000_____. This limitation of liability survives the completion and/or termination of this Agreement. It is the intent of the Parties that the above-referenced limitation shall be interpreted as a limitation on the Construction Manager's liability for any liquidated or delay damages. These limitations shall also apply to any actual damages for delay as may be asserted by Owner if the Liquidated Damage provisions are held unenforceable for any reason.

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

§ 6.2 Guaranteed Maximum Price
The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.
If, upon final completion of the Work, the total of the Construction Manager's Cost of the Work and its Fee is less than the Guaranteed Maximum Price (as it may have been adjusted and exclusive of unused Construction Manager's Contingency), this difference shall be referred to as the "savings" and Owner shall pay to the Construction Manager _0___% of this Savings.

§ 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.

§ 6.3.6 ACCELERATION
§ 6.3.6.1 In the event the Construction Manager shall fall behind schedule for any reason which does not justify a time extension, Owner may, after appropriate notice, require the Construction Manager to accelerate the progress of the Work

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and/or supplement the Work. Notwithstanding the foregoing, the Construction Manager shall not be required to expend funds for acceleration, or for other expenses to recover lost time, nor shall Construction Manager be liable to Owner for any funds or for Owner's supplementation of the Work, in excess of the total of (i) the Liquidated Damages which would have been assessed to the Construction Manager for late completion had the Construction Manager not accelerated the work as requested by the Owner and/or the Owner had not supplemented the work (subject to the cap set forth in § 5.4.2 above) and (ii) the extended overhead the Construction Manager would have incurred for late completion, but for the acceleration of the Construction Manager's Work. In the event the Construction Manager is terminated from its performance on the Project, the Construction Manager's liability for damages resulting from the delay in performance or the Owner's supplementation of the work (including those damages resulting from the Owner directing any replacement contractor to accelerate the work so as to achieve Substantial Completion) shall be similarly limited.

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. . Line item amounts are not guaranteed and are only provided to better define the scope of the Cost of the Work.

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

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

§ 7.2 Labor Costs

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

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

§ 7.2.2.1 Compensation for Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Compensation for 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 compensation, wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3. The above-referenced charges are included within the rates for the employees as set forth in **Exhibit "_D__"** and are fixed and not subject to audit.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, other than a yearly adjustment of 3%, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.2.6 Overtime Charges for labor as required to achieve the Project completion Schedule

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

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

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

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

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

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

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

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

§ 7.6 Miscellaneous Costs
§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents or otherwise agreed to by the Owner. Costs incurred by the Construction Manager because such costs fall within the deductibles or self insured retention of any insurance shall be a reimbursable Cost of the Work. The Construction Manager shall be entitled to reimbursement at such insurance rates disclosed to Owner prior to execution of the Contract, including those set out in **Exhibit "_B__"**, or as otherwise agreed by the parties, and such agreed rates shall not be subject to audit.

§ 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.

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§ 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 knew that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. 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.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's gross 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.

§ 7.6.12 Costs of all project site facilities, including cost of temporary field offices, warehouses, storage, work and service facilities, their furniture and office machines and computers, and job identification signs with their maintenance, removal and overhead expenses. Cost of utilities, including power, water supply, storm and sewer drainage, telephone, internet, and data charges, including their temporary and final connections

§ 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

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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. **The term "related party" includes Cantera Construction Company, Spectrum, Safezone, Rooney Insurance Agency, and Manhattan Road and Bridge companies.**

§ 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 which will be paid per the terms in Article 3.

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

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Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

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

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

ARTICLE 10 ACCOUNTING RECORDS

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

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 30 ( ) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

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

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

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

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

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

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

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§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)
Construction Manager's General Conditions, reimbursement of insurances, bonds, equipment rental, and material purchases,

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)
At the Owner's determination which is contingent upon acceptable prosecution of the Work, retainage shall be reduced by 50% at 50% completion of the Work provided that corresponding consent of surety has been provided.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)
A sum to allow for 100% of the amount, if any, determined in good faith by the Owner as reasonably necessary to cover costs to complete the punchlist or any incomplete Work.

§ 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.

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§ 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 arbitration of the disputed amount.

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

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

§ 11.3 Interest

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

2.5 % two and one-half percent

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 binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

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

§ 12.2 Binding Dispute Resolution

For any Claim , the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

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[X] Arbitration pursuant to Article 15 of AIA Document A201–2017(except with respect to third parties claims as set forth in Section 15 of the AIA Document A201-2017).

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

§ 12.3 Claims Against Construction Manager's Surety or Guarantor

In the event Construction Manager is required to furnish a bond or other guaranty, securing its performance hereunder, Owner agrees that it shall not pursue any action against said surety or guarantor unless and until Owner obtains an arbitration award against Construction Manager (in the event arbitration of a dispute is elected by Construction Manager) and, in such event, shall be limited in any recovery against the surety or guarantor the lesser of (a) the arbitration award against Construction Manager or (b) the amount of the bond or guarantee.

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 including, but not limited to, all costs and fees incurred and committed to the date of termination including any cancellation charges or costs submitted by third parties including subcontractors or suppliers including, but not limited to, materials and equipment whether already delivered to the site, being fabricated and pending delivery, as well as those in the process of delivery;

.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

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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 including cancellation charges by subcontractors or suppliers.

§ 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' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

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

§ 13.2.3 Termination by the Owner for Convenience

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

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

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§ 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 and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the Construction Manager is paid in full for all costs to date and the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided 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 such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract except that the Construction Manager shall not be required to continue work on the Project, in the event of an Owner default with its lender, unless the Construction Manager is fully compensated for all work performed prior to any Owner default and for all subsequent work which may be required

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

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

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million ($ 1,000,000) for each occurrence and Three Million ($ 3,000,000) in the aggregate for bodily injury and property damage.

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

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

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§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million ($ 1,000,000) each accident, One Million ($ 1,000,000) each employee, and One Million ($ 1,000,000) 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 Five Million ($ 5,000,000) per claim and Five Million ($ 5,000,000) in the aggregate.

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

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices 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 If required by the Agreement, the Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:
The Construction Manager's liability to Owner is limited to __25__% of Construction Manager's Fee plus any amounts that are actually paid by the Construction Manager's insurers net of any deductible or self-insured retention. This overall limitation of liability is subject, however, to the sub-limitation of liability with respect to liquidated damages, acceleration costs and costs incurred by Owner to supplement the Construction Manager's Work. This limitation of liability survives the completion and/or termination of the Contract.

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:

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.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 as amended

.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 as amended

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

.6 Other Exhibits:
(Check all boxes that apply.)
- Exhibit A – Guaranteed Maximum Price Amendment
- Exhibit B – Standard Rate Schedule

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

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Keith Sinor Superintendent *(Printed name and title)*	Craig Abbott Manhattan Construction Company LLC *(Printed name and title)*

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Additions and Deletions Report for

AIA® Document A133® – 2019

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

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PAGE 1

AGREEMENT made as of the 24 day of February in the year 2026

...

Yukon Public Schools
600 Maple Street
Yukon, OK 73099

...

Manhattan Construction Company LLC
410 North Walnut Ave. Ste 105
Oklahoma City, OK 73104

...

Skyview Elementary

...

The Stacy Group
8091 N, Owasso Expressway
Owasso, OK 74055

PAGE 3

Approximate date for Construction Documents – March 2026

...

Approximate date for Commencement of Construction – June 2026

...

Approximate date for Substantial Completion – August 2026

...

To be defined in GMP Amendment A

...

James Edwards - COO

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Email: James.edwards@yukonps.com
Yukon Public Schools
600 Maple Street
Yukon, OK 73099

PAGE 4

Sean Willis
swillis@stacy-group.com
The Stacy Group

...

Mike Holland Project Director
mholland@manhattanconstruction.com
Manhattan Construction

...

No requirements for staffing of Preconstruction Service

...

Subcontractor procurement in accordance with State Statue

PAGE 5

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Allowances, Contractor Clarifications and Assumptions, 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.

...

The Work may be divided into several phases or packages which will be ready for commencement of construction before it is appropriate to arrive at an overall Guaranteed Maximum Price for the entire Work. If the Owner elects to proceed before the Parties arrive at an overall Guaranteed Maximum Price, the Construction Manager shall develop "not to exceed" price proposals for any such changes or packages of the Work identified by the Owner. No work, however, will be authorized to commence hereunder until the Parties have entered into a written "Work Authorization Amendment" to this Agreement which describes the Work to be performed thereunder, establishes a "not to exceed" price for such Work, and establishes such interim or Substantial Completion dates for such Work as the Parties may agree. Execution by Owner and delivery to Construction Manager of such Work Authorization Amendment shall constitute a Notice To Proceed for the Work specified therein. All such Work Authorization Amendments shall include a Construction Manager Contingency. In addition, Construction Manager shall be allowed __Four_____ percent (_4__%) of the Cost of the Work for its fee for any such Work Authorization until such time as a final Guaranteed Maximum Price is agreed upon by the Parties in which case Article 6 shall control with respect to the total fee to be paid. If two or more Work Authorization Amendments are executed, the "not to exceed" prices, contingencies, and fees for each such Work Authorization shall be combined for all work authorized by existing Work Authorization Amendments.

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§ 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 recommendations of the Construction Manager, with respect to construction costs, estimates, budgets and possible economies, are made solely in its capacity as a Construction Manager and are advisory only. Notwithstanding any such recommendations by the Construction Manager, the Architect shall be solely responsible with respect to the design sufficiency of any such recommendations which are incorporated into the Work on the Project. The services to be provided by the Construction Manager, as set forth above, shall in no manner be construed to be professional design services. The Construction Manager may consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

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

...

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

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

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The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance as a Construction Manager and not designer under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

...

§ 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. The Construction Manager's Contingency is to protect the Construction Manager's budget and schedule, including additional costs resulting from, but not limited to, subcontractor defaults, overtime, re-work, delays, commodity shortages (including but not limited to fuel, steel, and concrete) labor shortages, unusual weather and/or unavoidable casualties, or other causes unless due to the gross negligence of the Construction Manager. The above-referenced provision shall apply notwithstanding anything to the contrary in this Agreement including, but not limited to, the limitations set forth in § 6.1.1 below. Notwithstanding the above, it is expressly understood and agreed that, to the

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extent a change order is warranted under the terms of this Agreement, the Construction Manager's Contingency is not to be used for any costs that are reimbursable pursuant to the terms of such change order. Construction Manager shall provide written notice to Owner in a timely fashion after the Construction Manager has reason to believe that any such item may be charged to Construction Manager's Contingency; however, Owner's approval shall not be required for reimbursement of costs to the Construction Manager from the Construction Manager Contingency. In addition, the Construction Manager shall furnish to Owner upon Owner's request, documentation supporting any expenditures from Construction Manager's Contingency. The Construction Manager Contingency shall be shown in a schedule of values and clearly identified as the Construction Manager Contingency.

§ 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. . In the event the Construction Manager and Owner are unable to agree upon the Guaranteed Maximum Price Proposal, within ____ days from the date in which the Guaranteed Maximum Price Proposal is submitted to Owner, the Construction Manager may terminate this Agreement and Owner shall reimburse the Construction Manager all costs and fees incurred to the date of termination including any cancellation charges or costs submitted by any third party including, but not limited to, subcontractors or suppliers and including, but not limited to, materials and equipment whether already delivered to the site, being fabricated and pending delivery, as well as those in the process of delivery. Owner shall also pay Construction Manager's fee on said costs.

Upon final completion, any sums remaining in the Construction Manager's Contingency after final payment shall accrue to Owner; provided, however, to the extent that any such sums are remaining in the Construction Manager's Contingency after final payment and the Construction Manager incurs costs and expense arising from the Construction Manager's warranty obligations arising under the one year period for correction of the Work as required by the Contract Documents and Construction Manager is unable to obtain reimbursement for said Work from any subcontractor including such subcontractor's insurer or surety, after exercising reasonable diligence in seeking reimbursement, Owner shall reimburse those reasonable costs incurred by the Construction Manager, to the extent of available funds remaining in Construction Manager's Contingency. Owner shall have no liability for any payment from the remaining Construction Manager's Contingency for warranty work performed after the one year period for correction or invoiced more than 30 days after the end of such correction period. Assessment or payment by the Construction Manager of any deductible or self-insured retention with respect to any such claim shall not be considered as a reimbursement received by the Construction Manager

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§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon ~~assumptions and clarifications~~ assumptions, clarifications, and any value management revisions 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~~ that the Construction Manager becomes aware of between the agreed-upon assumptions, clarifications, and any value management revisions contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

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§ 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. . Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

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$15,000 for bidding process, bid scoping, document Quality Control review, etc.

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§ 5.1.2.1 Hourly billing rates and compensation for Preconstruction Phase services will be based on the agreed upon rates for staff, insurance, SDI, etc. as listed in the Exhibit to the Agreement for the Construction Manager's personnel providing Preconstruction Phase services on the Project and 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.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid 45 (forty-five) 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.

...

2.5 % two and one-half percent

...

Construction Manager's fee shall be 4% of the Guaranteed Maximum Price (GMP)

...

4% of the net change in the Cost of Work applicable to such change in the Work

...

Mark ups for Subcontractor's overhead and profit shall not exceed 15%

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed eighty five percent (85 %) of the standard rental rate paid at the place of the Project.

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

§ 6.1.6.1 Any provisions for liquidated damages or other delay damages shall only become operative upon the establishment of the Guaranteed Maximum Price for the entire Work and the Construction Manager shall have no liability for liquidated damages or delay damages of any type or character if the Construction Manager and Owner are unable to agree upon a Guaranteed Maximum Price for the entire Work.
~~(Insert terms and conditions for liquidated damages, if any.)~~**§ 6.1.6.2** Expressly conditioned and subject to § 6.1.6.1 above, the Construction Manager agrees that if it fails to achieve Substantial Completion of the Work on or within 30 days from the date of the required Substantial Completion (as agreed upon in Exhibit A), and as said date may be extended as provided herein, the Owner will sustain damages and loss as a result of such failure. In the event the Construction Manager does not substantially complete the Work within thirty (30) days of the required Substantial Completion date, as it may be extended as provided herein, the Construction Manager shall pay to Owner $ 1,000 per calendar day for each day beyond thirty days from the required date of Substantial Completion, as said date may be extended as provided herein, until Substantial Completion is achieved. There is a cap on (a) the total Liquidated Damages to be assessed and paid by the Construction Manager and (b) any costs expended by Owner for supplementing the Work of the Construction Manager to achieve earlier completion of the Work of $ 10,000 . This limitation of liability survives the completion and/or termination of this Agreement. It is the intent of the Parties that the above-referenced limitation shall be interpreted as a limitation on the Construction Manager's liability for any liquidated or delay damages. These limitations shall also apply to any actual damages for delay as may be asserted by Owner if the Liquidated Damage provisions are held unenforceable for any reason.

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If, upon final completion of the Work, the total of the Construction Manager's Cost of the Work and its Fee is less than the Guaranteed Maximum Price (as it may have been adjusted and exclusive of unused Construction Manager's Contingency), this difference shall be referred to as the "savings" and Owner shall pay to the Construction Manager _0___% of this Savings.

...

§ 6.3.6 ACCELERATION

§ 6.3.6.1 In the event the Construction Manager shall fall behind schedule for any reason which does not justify a time extension, Owner may, after appropriate notice, require the Construction Manager to accelerate the progress of the Work and/or supplement the Work. Notwithstanding the foregoing, the Construction Manager shall not be required to expend funds for acceleration, or for other expenses to recover lost time, nor shall Construction Manager be liable to Owner for any funds or for Owner's supplementation of the Work, in excess of the total of (i) the Liquidated Damages which would have been assessed to the Construction Manager for late completion had the Construction Manager not accelerated the work as requested by the Owner and/or the Owner had not supplemented the work (subject to the cap set forth in § 5.4.2 above) and (ii) the extended overhead the Construction Manager would have incurred for late completion, but for the acceleration of the Construction Manager's Work. In the event the Construction Manager is terminated from its performance on the Project, the Construction Manager's liability for damages resulting from the delay in performance or the Owner's supplementation of the work (including those damages resulting from the Owner directing any replacement contractor to accelerate the work so as to achieve Substantial Completion) shall be similarly limited.

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§ 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. . Line item amounts are not guaranteed and are only provided to better define the scope of the Cost of the Work.

...

§ 7.2.2.1 ~~Wages or salaries of the~~ Compensation for 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~~ Compensation for 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 compensation, wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3. The above-referenced charges are included within the rates for the employees as set forth in **Exhibit "_D__"** and are fixed and not subject to audit.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, other than a yearly adjustment of 3%, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.2.6 Overtime Charges for labor as required to achieve the Project completion Schedule

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§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents ~~that can be directly~~

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~~attributed to this Contract.~~or otherwise agreed to by the Owner. Costs incurred by the Construction Manager because such costs fall within the deductibles or self insured retention of any insurance shall be a reimbursable Cost of the Work. The Construction Manager shall be entitled to reimbursement at such insurance rates disclosed to Owner prior to execution of the Contract, including those set out in **Exhibit "_B__"**, or as otherwise agreed by the parties, and such agreed rates shall not be subject to audit.

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§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager ~~had reason to believe~~ knew that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. 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.~~Work.

...

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

...

§ 7.6.12 Costs of all project site facilities, including cost of temporary field offices, warehouses, storage, work and service facilities, their furniture and office machines and computers, and job identification signs with their maintenance, removal and overhead expenses. Cost of utilities, including power, water supply, storm and sewer drainage, telephone, internet, and data charges, including their temporary and final connections

...

§ 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. **The term "related party" includes Cantera Construction Company, Spectrum, Safezone, Rooney Insurance Agency, and Manhattan Road and Bridge companies.**

PAGE 17

.9 Costs for services incurred during the Preconstruction ~~Phase.~~Phase which will be paid per the terms in Article 3.

PAGE 18

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 30 ( ) days after the Architect receives the Application for Payment.

PAGE 20

Construction Manager's General Conditions, reimbursement of insurances, bonds, equipment rental, and material purchases,

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...

At the Owner's determination which is contingent upon acceptable prosecution of the Work, retainage shall be reduced by 50% at 50% completion of the Work provided that corresponding consent of surety has been provided.

...

A sum to allow for 100% of the amount, if any, determined in good faith by the Owner as reasonably necessary to cover costs to complete the punchlist or any incomplete Work.

PAGE 21

§ 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.~~arbitration of the disputed amount.

...

2.5 % two and one-half percent

...

§ 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.

...

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:

PAGE 22

[**X**] Arbitration pursuant to Article 15 of AIA Document ~~A201–2017~~A201–2017(except with respect to third parties claims as set forth in Section 15 of the AIA Document A201-2017).

...

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.

§ 12.3 Claims Against Construction Manager's Surety or Guarantor

In the event Construction Manager is required to furnish a bond or other guaranty, securing its performance hereunder, Owner agrees that it shall not pursue any action against said surety or guarantor unless and until Owner obtains an arbitration award against Construction Manager (in the event arbitration of a dispute is elected by Construction Manager) and, in such event, shall be limited in any recovery against the surety or guarantor the lesser of (a) the arbitration award against Construction Manager or (b) the amount of the bond or guarantee.

...

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.1 Take the Cost of the Work incurred by the Construction Manager to the date of ~~termination;~~termination including, but not limited to, all costs and fees incurred and committed to the date of termination including any cancellation charges or costs submitted by third parties including subcontractors or suppliers including, but not limited to, materials and equipment whether already delivered to the site, being fabricated and pending delivery, as well as those in the process of delivery;

PAGE 23

§ 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.~~termination including cancellation charges by subcontractors or suppliers.

PAGE 24

§ 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 and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the Construction Manager is paid in full for all costs to date and the lender agrees to assume the Owner's rights and obligations under ~~the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.~~this Agreement. Except as provided 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 such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract except that the Construction Manager shall not be required to continue work on the Project, in the event of an Owner default with its lender, unless the Construction Manager is fully compensated for all work performed prior to any Owner default and for all subsequent work which may be required

...

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million ($ 1,000,000) for each occurrence and Three Million ($ 3,000,000) in the aggregate for bodily injury and property damage.

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

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§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million ($ 1,000,000) each accident, One Million ($ 1,000,000) each employee, and One Million ($ 1,000,000) 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 Five Million ($ 5,000,000) per claim and Five Million ($ 5,000,000) in the aggregate.

...

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§ 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~~ polices 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.

...

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

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit,~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with ~~a building information modeling exhibit,~~ AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

...

The Construction Manager's liability to Owner is limited to __25__% of Construction Manager's Fee plus any amounts that are actually paid by the Construction Manager's insurers net of any deductible or self-insured retention. This overall limitation of liability is subject, however, to the sub-limitation of liability with respect to liquidated damages, acceleration costs and costs incurred by Owner to supplement the Construction Manager's Work. This limitation of liability survives the completion and/or termination of the Contract.

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.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 as amended

...

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction as amended
.5 ~~Building Information Modeling Exhibit, if completed:~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

...

(Check all boxes that apply.)
- Exhibit A – Guaranteed Maximum Price Amendment
- Exhibit B – Standard Rate Schedule

...

Keith Sinor Superintendent

Craig Abbott
Manhattan Construction Company LLC

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Paula Hackworth, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:49:35 ET on 02/24/2026 under Order No. 3104239501 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

Signed by:
Paula Hackworth
1BD0CE0D1105492...

(Signed)

Contract Administrator

(Title)

2/24/2026 | 8:57 AM CST

(Dated)

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AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 24 day of February in the year 2026
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Skyview Elementary

THE OWNER:
(Name, legal status, and address)

Yukon Public Schools
600 Maple Street
Yukon, OK 73099

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Manhattan Construction Company LLC
410 North Walnut Ave. Ste 105
Oklahoma City, OK 73104

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

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 Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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§ B.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance
§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Minimum Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
Property in Transit	$1,000,000
Property stored Off-Site	$1,000,000
Architects and Engineers	$1,000,000
Expediting Expenses	$1,000,000
Damage to plans and blueprints	$100,000
Fire Brigade	$100,000
Debris Removal	$2,500,000
Ordinance of Law	$2,500,000
Damage to Existing Structure	$1,000,000
Trees, Plants, Shrubs	$10,000

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of

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coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects,

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engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	**Limits**

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
§ B.3.1 General
§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner and others contractually required as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ .

§ B.3.1.2 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner and others contractually required, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner and others contractually required as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

(Paragraph deleted)
§ B.3.2 Construction Manager's Required Insurance Coverage
§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

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§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million ($ 1,000,000) each occurrence, Three Million ($ 3,000,000) general aggregate, and Three Million ($ 3,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

.4 bodily injury or property damage arising out of completed operations; and

.5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million ($ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 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 such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, 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.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than One Million ($ 1,000,000) each accident, One Million ($ 1,000,000) each employee, and One Million ($ 1,000,000) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

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§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Five Million ($ 5,000,000) per claim and Five Million ($ 5,000,000) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than Five Million ($ 5,000,000) per claim and Five Million ($ 5,000,000) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Ten Million ($ 10,000,000) per claim and Ten Million ($ 10,000,000) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than One Million ($ 1,000,000) per claim and One Million ($ 1,000,000) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than One Million ($ 1,000,000) per claim and One Million ($ 1,000,000) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

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[ ] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[ ] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	**Limits**

§ B.3.4 Performance Bond and Payment Bond
The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	**Penal Sum ($0.00)**
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 24 day of February in the year 2026

...

Skyview Elementary

...

Yukon Public Schools
600 Maple Street
Yukon, OK 73099

...

Manhattan Construction Company LLC
410 North Walnut Ave. Ste 105
Oklahoma City, OK 73104

PAGE 2

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Minimum Sub-limits, if any, are as follows:

...

Property in Transit	$1,000,000
Property stored Off-Site	$1,000,000
Architects and Engineers	$1,000,000
Expediting Expenses	$1,000,000
Damage to plans and blueprints	$100,000
Fire Brigade	$100,000
Debris Removal	$2,500,000
Ordinance of Law	$2,500,000
Damage to Existing Structure	$1,000,000
Trees, Plants, Shrubs	$10,000

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§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to

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commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner and others contractually required as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ .

§ B.3.1.2 ~~Deductibles and Self-Insured Retentions.~~ ~~The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.~~**Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner and others contractually required, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner and others contractually required as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

~~§ B.3.1.3 Additional Insured Obligations.~~ ~~To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.~~

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§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million ($ 1,000,000) each occurrence, Three Million ($ 3,000,000) general aggregate, and Three Million ($ 3,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

...

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million ($ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ B.3.2.6 Employers' Liability with policy limits not less than One Million ($ 1,000,000) each accident, One Million ($ 1,000,000) each employee, and One Million ($ 1,000,000) policy limit.

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§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Five Million ($ 5,000,000) per claim and Five Million ($ 5,000,000) in the aggregate.

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§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than Five Million ($ 5,000,000) per claim and Five Million ($ 5,000,000) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Ten Million ($ 10,000,000) per claim and Ten Million ($ 10,000,000) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than One Million ($ 1,000,000) per claim and One Million ($ 1,000,000) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than One Million ($ 1,000,000) per claim and One Million ($ 1,000,000) in the aggregate.

...

[X] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Skyview Elementary

THE OWNER:
(Name, legal status and address)

Yukon Public Schools
600 Maple Street
Yukon OK 73099

THE ARCHITECT:
(Name, legal status and address)

The Stacy Group
8091 N, Owasso Expressway
Owasso, OK 74055

THE CONTRACTOR:
(Name, legal status and address)

Manhattan Construction
410 North Walnut Ave. Ste 105
Oklahoma City, OK 73104

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.

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by any method listed in 1.6.1.

§ 1.7 Digital Data Use and Transmission

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.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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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 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and thereafter , the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence or continue the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract when (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the occurrence of any of these or any other material variance to such financial arrangements, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 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 Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the

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information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract with respect to the Owner and uses flow down to subcontractors in part to accomplish this. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

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§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities ("Applicable Laws") applicable solely to the means and methods of Contractor's work and, provided that the Work of the Contractor complies with the Contract Documents, Contractor shall not be liable for any damages to the extent that the Work required by the Contract Documents is at variance from any such Applicable Laws unless the Contractor had actual knowledge that the Work required by the drawings and specifications deviated from Applicable Laws.

(Paragraphs deleted)

§ 3.7.3 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, or (3) conditions which are different than those indicated in the soils report as being likely to be encountered the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.4 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall

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continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.8.4 Contractor makes no representation to Owner, or its representatives, concerning the amount of any allowance item. Owner is relying upon its own analysis of the estimates forming the basis for the allowances and shall have no claim against Contractor based on any theory or cause of action including, but not limited to, breach of contract or tort with respect to the amounts or the scope of the allowances.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

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

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

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

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Nothing contained herein shall relieve any subcontractor from performing its work in accordance with the Contract Documents.

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of

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the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy which shall be consistent with generally accepted industry standards. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or

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manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

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

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

§ 3.18.3 The indemnity obligations of Contractor shall survive completion and/or termination of the Contract but only for the occurrences which pre-date completion and/or termination.

§ 3.18.4 The indemnity obligations of Contractor shall not extend to the liability of or for the Architect, Architect's consultants, or any of their members, partners, employees, agents, consultants, subcontractors arising out of:

A. The preparation or approval of, or the failure to prepare or approve maps, Drawings, Specifications, opinions, reports, surveys, designs, Change Orders; or
B. Giving directions or instructions, or failing to give them, if that is a cause of the injury or damage.

§ 3.18.5 Contractor does not provide nor shall have any obligation to any third party relative to the Agreement for any indemnity for consequential or indirect damages.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the

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Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect shall notify the Contractor whether the Owner or the Architect has reasonable objection to any such proposed person or entity. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound,

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and, upon written request of the Owner, identify to the Owner terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

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

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of patent defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of patent defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or

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Separate Contractor's completed or partially completed construction can receive the Contractor's Work but not that it is in conformance with the plans and specifications. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;

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.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

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

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the

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Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date established in Section 9.8.1.

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

§ 8.2 Progress and Completion

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

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

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, labor shortages, material shortages, domestic or foreign terrorism, out of sequence or late design packages, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's reasonable control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that justify delay, then the Contract Time shall be extended by Change Order.

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

§ 8.3.3 The Contractor shall also be entitled to an adjustment in the Contract Sum for any delays if they are the result of any act or neglect of the Owner or Architect, or an employee of either (including out-of-sequence or late delivery of deign packages), or by changes ordered in the work. This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 If two or more events concurrently cause a delay to the Work on the Project and, if Contractor is allowed an extension of time for at least one, but not all, of the events, Contractor shall be entitled to an extension of time (but not an increase in the Contract Sum) notwithstanding the concurrency of the other event or events. If Owner wrongfully denies Contractor an extension of time, Owner shall be liable to Contractor for acceleration or other similar costs incurred by Contractor except in those cases in which there are concurrent causes of the delay (with Contractor being entitled to an extension of time for some, but not all, of the events), Contractor may only recover for the acceleration or other similar costs less the extended overhead costs that Contractor would have incurred if it had been allowed the extension of time by the Owner.

§ 8.3.5 Manhattan shall not be liable for any failure to perform its obligations or have our right to proceed be restricted where such failure arises out of Acts of God / Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of public enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, riot, nationalization, government actions, tariffs, blockage, embargo, transportation delays not reasonably foreseeable, labor dispute, strike, lockout, disease outbreak, epidemics, pandemics, quarantine restrictions, or interruption or failure of power sources, or any cause beyond our control. To the extent these conditions may occur and impact the Project, there shall be equitable adjustments to the Contract

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ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Notwithstanding any pay application requirement for this Project including requirements for backup and invoices for Subcontractor Billings and the provision for the Contractor not to bill Subcontractor amounts it will not pay directly to the Subcontractor, it is agreed that payment will be made to Manhattan when Manhattan submits progress or the final bill by a Manhattan invoice(s) and Manhattan pay app release(s) for the balance of a subcontractor's contract sum including but not limited to approved changes and retainage in the event that Manhattan has declared the subcontractor in default on the Project.

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

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

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§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor but only if the Contractor has been paid;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment for which Contractor has been paid;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

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§ 9.6 Progress Payments

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

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

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

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

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

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

§ 9.6.7 Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied or will be paid or otherwise satisfied following receipt of final payment, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties as required in the Contract Documents, such as manufacturers' warranties

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or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner or state law. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. Notwithstanding anything to the contrary herein, final payment shall not be withheld by Owner based on Contractor's refusal to release any mechanic's lien it may have filed on the Project with respect to an outstanding claim by Contractor provided that Contractor partially releases its mechanic's lien (conditioned upon payment) as to amounts to be paid by Owner. Contractor shall further be entitled to submit conditional releases of liens from subcontractors, which are conditioned upon final payment. Following final and complete payment by Owner to Contractor, Contractor shall submit unconditional releases of liens from subcontractors and/or furnish a bond satisfactory to the Owner to indemnify the Owner against any such liens.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings

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against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

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

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

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expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and provided that such damage, loss, or expense is not due to the sole fault or negligence of a party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the rules of the American Arbitration Association unless agreed to otherwise by the Owner and Contractor shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, 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.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment except that Contractor shall not be required to continue work on the project, in the event of an Owner default with its lender or assignment to lender unless Contractor is fully compensated for all work performed prior to any Owner default or assignment, and for all subsequent work which may be requested.

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

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§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to the extent paid by Owner to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority in the role of Contractor and not designer; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials and equipment to be incorporated into the work,**.2** Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

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

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed or committed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts, suppliers, vendors, and third parties; and the termination fee, set forth in the Agreement.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law,. To the fullest extent permitted by law, the accrual date with respect to any limitation period for the initiation of any arbitration or litigation proceeding alleging claims for breach of contract or breach of warranty (except for warranties as to future performance) shall be the date of Substantial Completion of the Work unless the law governing any such dispute prohibits the parties from establishing an accrual date with respect to the initiation of any legal or arbitration proceeding, in which case the Applicable Laws shall apply as to the accrual date. The limitation period for any such claim shall be two (2) years and one (1) day following the accrual date unless the Applicable Laws prohibit such limitation period, in which case the limitation period shall be as required by Applicable Law. The above provisions shall have no application to any repose period. Any repose period shall be determined by Applicable Laws. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party with a copy sent to the Architect. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. Notwithstanding the above, this requirement for continued performance shall not apply to a Claim where the good faith amount in dispute exceeds $100,000 or where the good faith amount in dispute, when added to the cumulative amounts in good faith dispute for unresolved claims, exceeds $300,000.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

(Paragraphs deleted)

§ 15.1.7 Waiver of Certain Damages

The Contractor and Owner waive Claims against each other for consequential, incidental or special damages arising out of or relating to this Contract. In addition, the following damages, whether consequential, direct or otherwise, are also waived:

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of Liquidated Damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to arbitration of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final but subject to binding dispute resolution.

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§ 15.2.6 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

(Paragraph deleted)

§ 15.2.7 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

(Paragraphs deleted)

§ 15.4 Arbitration

§ 15.4.1 Any Claim by the parties shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no later than the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or repose. For statute of limitations and repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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

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

§ 15.4.4 In the event of any litigation between either Owner or Contractor and any third party, Owner or Contractor may seek joinder of the other party in such litigation, to the extent allowed by Applicable Laws, and the arbitration provisions herein shall not apply.

(Paragraphs deleted)

§ 15.5 Consolidation or Joinder

§ 15.5.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 15.5.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Additions and Deletions Report for

AIA® Document A201® – 2017

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PAGE 1

Skyview Elementary

...

Yukon Public Schools
600 Maple Street
Yukon OK 73099

...

The Stacy Group
8091 N, Owasso Expressway
Owasso, OK 74055

THE CONTRACTOR:
(Name, legal status and address)

Manhattan Construction
410 North Walnut Ave. Ste 105
Oklahoma City, OK 73104

PAGE 10

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

...

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

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...

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

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§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by ~~certified or registered mail, or by courier providing proof of delivery.~~any method listed in 1.6.1.

...

The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ 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.

...

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ 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.

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

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract ~~only if~~ when (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the ~~Contractor's request,~~ occurrence of any of these or any other material variance to such financial arrangements, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. ~~However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided.~~ If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

PAGE 13

If the Owner is not in default and has not otherwise failed to fulfill a material obligation of the Agreement with the Contractor and the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for

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

...

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by ~~or made known to the Contractor as a request for information in such form as the Architect may require.~~ the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the ~~Contract.~~ Contract with respect to the Owner and uses flow down to subcontractors in part to accomplish this. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

PAGE 15

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

...

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

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...

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities ~~applicable to performance of the Work.~~("Applicable Laws") applicable solely to the means and methods of Contractor's work and, provided that the Work of the Contractor complies with the Contract Documents, Contractor shall not be liable for any damages to the extent that the Work required by the Contract Documents is at variance from any such Applicable Laws unless the Contractor had actual knowledge that the Work required by the drawings and specifications deviated from Applicable Laws.

~~**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.~~

~~**§ 3.7.4 Concealed or Unknown Conditions**~~

~~If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.~~

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

§ 3.7.3 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, or (3) conditions which are different than those indicated in the soils report as being likely to be encountered the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

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.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the ~~Contract Sum but not in the~~ allowances; and

...

§ 3.8.4 Contractor makes no representation to Owner, or its representatives, concerning the amount of any allowance item. Owner is relying upon its own analysis of the estimates forming the basis for the allowances and shall have no claim against Contractor based on any theory or cause of action including, but not limited to, breach of contract or tort with respect to the amounts or the scope of the allowances.

...

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

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

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed ~~and approved~~ them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Nothing contained herein shall relieve any subcontractor from performing its work in accordance with the Contract Documents.

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§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must ~~satisfy.~~ satisfy which shall be consistent with generally accepted industry standards. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

...

§ 3.18.3 The indemnity obligations of Contractor shall survive completion and/or termination of the Contract but only for the occurrences which pre-date completion and/or termination.

§ 3.18.4 The indemnity obligations of Contractor shall not extend to the liability of or for the Architect, Architect's consultants, or any of their members, partners, employees, agents, consultants, subcontractors arising out of:

A. The preparation or approval of, or the failure to prepare or approve maps, Drawings, Specifications, opinions, reports, surveys, designs, Change Orders; or
B. Giving directions or instructions, or failing to give them, if that is a cause of the injury or damage.

§ 3.18.5 Contractor does not provide nor shall have any obligation to any third party relative to the Agreement for any indemnity for consequential or indirect damages.

...

§ 4.2.2 The ~~Architect~~ Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
PAGE 20

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the work or in the activities of Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
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§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect ~~may~~ shall notify the Contractor whether the Owner or the Architect ~~(1)~~ has reasonable objection to any such proposed person or ~~entity or (2) requires additional time for review.~~ entity. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the ~~Architect and shall not proceed to implement the change in the Work.~~ Architect. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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§ 8.1.3 The date of Substantial Completion is the date ~~certified by the Architect in accordance with Section 9.8.~~established in Section 9.8.1.

...

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

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, labor shortages, material shortages, domestic or foreign terrorism, out of sequence or late design packages, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's reasonable control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that ~~the Contractor asserts, and~~

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~~the Architect determines,~~ justify delay, then the Contract Time shall be extended ~~for such reasonable time as the Architect may determine.~~
by Change Order.

...

§ 8.3.3 The Contractor shall also be entitled to an adjustment in the Contract Sum for any delays if they are the result of any act or neglect of the Owner or Architect, or an employee of either (including out-of-sequence or late delivery of deign packages), or by changes ordered in the work. This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 If two or more events concurrently cause a delay to the Work on the Project and, if Contractor is allowed an extension of time for at least one, but not all, of the events, Contractor shall be entitled to an extension of time (but not an increase in the Contract Sum) notwithstanding the concurrency of the other event or events. If Owner wrongfully denies Contractor an extension of time, Owner shall be liable to Contractor for acceleration or other similar costs incurred by Contractor except in those cases in which there are concurrent causes of the delay (with Contractor being entitled to an extension of time for some, but not all, of the events), Contractor may only recover for the acceleration or other similar costs less the extended overhead costs that Contractor would have incurred if it had been allowed the extension of time by the Owner.

§ 8.3.5 Manhattan shall not be liable for any failure to perform its obligations or have our right to proceed be restricted where such failure arises out of Acts of God / Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of public enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, riot, nationalization, government actions, tariffs, blockage, embargo, transportation delays not reasonably foreseeable, labor dispute, strike, lockout, disease outbreak, epidemics, pandemics, quarantine restrictions, or interruption or failure of power sources, or any cause beyond our control. To the extent these conditions may occur and impact the Project, there shall be equitable adjustments to the Contract

PAGE 26

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

...

§ 9.3.1.3 Notwithstanding any pay application requirement for this Project including requirements for backup and invoices for Subcontractor Billings and the provision for the Contractor not to bill Subcontractor amounts it will not pay directly to the Subcontractor, it is agreed that payment will be made to Manhattan when Manhattan submits progress or the final bill by a Manhattan invoice(s) and Manhattan pay app release(s) for the balance of a subcontractor's contract sum including but not limited to approved changes and retainage in the event that Manhattan has declared the subcontractor in default on the Project.

PAGE 27

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the ~~Contractor;~~Contractor but only if the Contractor has been paid;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or ~~equipment;~~equipment for which Contractor has been paid;

...

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§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor ~~failed~~ was unable to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.
PAGE 28

§ 9.6.7 ~~Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner.~~ Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.
PAGE 29

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise ~~satisfied,~~ satisfied or will be paid or otherwise satisfied following receipt of final payment, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special ~~warranties,~~ warranties as required in the Contract Documents, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the ~~Owner.~~ Owner or state law. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. Notwithstanding anything to the contrary herein, final payment shall not be withheld by Owner based on Contractor's refusal to release any mechanic's lien it may have filed on the Project with respect to an outstanding claim by Contractor provided that Contractor partially releases its mechanic's lien (conditioned upon payment) as to amounts to be paid by Owner. Contractor shall further be entitled to submit conditional releases of liens from subcontractors, which are conditioned upon final payment. Following final and complete payment by Owner to Contractor, Contractor shall submit unconditional releases of liens from subcontractors and/or furnish a bond satisfactory to the Owner to indemnify the Owner against any such liens.
PAGE 31

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), ~~except to the extent~~ and provided that such damage, loss, or expense is not due to the sole fault or negligence of ~~the~~ a party seeking indemnity.
PAGE 35

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the ~~Federal Arbitration Act~~ rules of the American Arbitration Association unless agreed to otherwise by the Owner and Contractor shall govern Section 15.4.

...

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§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the ~~assignment.~~assignment except that Contractor shall not be required to continue work on the project, in the event of an Owner default with its lender or assignment to lender unless Contractor is fully compensated for all work performed prior to any Owner default or assignment, and for all subsequent work which may be requested.

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.2 fails to make payment to the extent paid by Owner to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public ~~authority;~~ authority in the role of Contractor and not designer; or

...

.1 Exclude the Contractor from the site and take possession of all ~~materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;~~

~~**.2**~~ materials and equipment to be incorporated into the work.**.2** Accept assignment of subcontracts pursuant to Section 5.4; and

...

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

...

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly ~~executed;~~ executed or committed; costs incurred by reason of the termination, including costs attributable to termination of ~~Subcontracts;~~ Subcontracts, suppliers, vendors, and third parties; and the termination fee, ~~if any,~~ set forth in the Agreement.

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

...

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable ~~law, but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ law,. To the fullest extent permitted by law, the accrual date with respect to any limitation period for the initiation of any arbitration or litigation proceeding alleging claims for breach of contract or breach of warranty (except for warranties as to future performance) shall be the date of Substantial Completion of the Work unless the law governing any such dispute prohibits the parties from establishing an accrual date with respect to the initiation of any legal or arbitration proceeding, in which case the Applicable Laws shall apply as to the accrual date. The limitation period for any such

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claim shall be two (2) years and one (1) day following the accrual date unless the Applicable Laws prohibit such limitation period, in which case the limitation period shall be as required by Applicable Law. The above provisions shall have no application to any repose period. Any repose period shall be determined by Applicable Laws. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party ~~and to the Initial Decision Maker~~ with a copy sent to the ~~Architect, if the Architect is not serving as the Initial Decision Maker.~~ Architect. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

...

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. Notwithstanding the above, this requirement for continued performance shall not apply to a Claim where the good faith amount in dispute exceeds $100,000 or where the good faith amount in dispute, when added to the cumulative amounts in good faith dispute for unresolved claims, exceeds $300,000.

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~~§ 15.1.7 Waiver of Claims for Consequential Damages~~

~~The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~

- ~~**.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~
- ~~**.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.~~

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

§ 15.1.7 Waiver of Certain Damages

The Contractor and Owner waive Claims against each other for consequential, incidental or special damages arising out of or relating to this Contract. In addition, the following damages, whether consequential, direct or otherwise, are also waived:

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of Liquidated Damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision

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shall be required as a condition precedent to ~~mediation~~ arbitration of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

...

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final ~~and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~but subject to binding dispute resolution.

§ 15.2.6 ~~Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.6.1 ~~Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.7 ~~In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.~~If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.2.8 ~~If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

§ 15.3 Mediation

§ 15.3.1 ~~Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~

§ 15.3.2 ~~The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 15.3.3 ~~Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

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~~**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

§ 15.4.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation~~ Any Claim by the parties shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no ~~earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after~~ later than the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of ~~limitations.~~ limitations or repose. For statute of limitations and repose 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.

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§ 15.4.4 ~~Consolidation or Joinder~~ In the event of any litigation between either Owner or Contractor and any third party, Owner or Contractor may seek joinder of the other party in such litigation, to the extent allowed by Applicable Laws, and the arbitration provisions herein shall not apply.

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

§ 15.5 Consolidation or Joinder

§ 15.5.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 15.5.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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Signed by:
Paula Hackworth
1BD0CE0D1105492...

(Signed)

Contract Administrator

(Title)

2/24/2026 | 8:57 AM CST

(Dated)

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Pitzer's LAWN MANAGEMENT, INC

11401 S. Broadway Edmond, OK 73034
T: 405.844.8908 | F: 405.844.1477
www.PitzersLM.com

Landscape Maintenance Agreement

Proposal ID 33743
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 300 S 9th St Yukon, OK 73099	Central Elementary School 2026 300 S 9th St Yukon, OK 73099

We propose to furnish landscape services in accordance with the following specifications for the sum as follows:

Lawn Maintenance

Mow, Edge & Trim

Mow all areas weekly during the growing season and biweekly at beginning and end of season to match turf growth. Trash and debris will be removed from turf areas before mowing. Noticeable clippings shall be removed after each mowing is completed. Grass will be edged along all sidewalks and curbs using a metal edger blade and performed with every mowing. Grass will be trimmed around all signs, fence lines, building lines, retaining walls, shrub beds, trees etc. using equipment with monofilament trimmer line. Disposal of clippings and debris shall be at contractor expense. All clippings shall be removed from sidewalks, curbs, parking areas and patios after every mowing to maintain a clean appearance.

Chemical Applications

Weed Control - Turf

Weed control will be applied to all turf areas using a combination of pre and post emergent herbicides at proper label rates. Weed control will always promote a weed free lawn. Poor results will require re-treatment of areas at no additional charge to the client. Nutsedge and Goosegrass may require additional post emergent treatments. At such time, contractor will present an additional price for this service to the client if the need shall arise. All other post emergent treatment of all weeds shall be treated with no additional billing to the client.

12 Monthly Payments of:	**$568.43**
Annual Contract Total:	**$6,821.11**

Terms & Conditions of Landscape Maintenance Agreement

Proposal ID 33743
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 300 S 9th St Yukon, OK 73099	Central Elementary School 2026 300 S 9th St Yukon, OK 73099

The conditions herein are made part of the Landscape Maintenance Agreement between "**CLIENT**" and **PITZER'S LAWN MANAGEMENT, INC**. hereinafter called "PLM" which authorizes PLM to maintain the CLIENTS Project Location in accordance with the terms and conditions within this contract.

I. Service: PLM shall render service as detailed in the "Annual Maintenance Agreement" for the "Project Location" as described at beginning of this document.

II. Relationship of Parties: The parties intend to establish an independent contractor relationship through this agreement and agree that PLM shall have full power and authority to select the means, method, and manner of performing the work hereunder and are responsible only to the CLIENT for the results required by the terms of this Agreement. It is further agreed that neither PLM or any subcontractor shall be considered or treated as employees or agents of the CLIENT.

III. PLM Agrees:

A. To employ personnel or engage subcontractors to the extent that PLM deems necessary to satisfy the terms and conditions of this agreement and to be solely responsible for the direction, control, and satisfactory completion of the work hereunder.

B. To provide only skilled labor in the performance of the work and to perform all work under this contract in a good and workmanlike manner in accord with generally accepted practices for the work involved.

C. To obtain and pay for all licenses and permits required to do the work covered by this contract, and will comply with all applicable laws, ordinances, rules, and regulations in performing this contract.

D. To maintain insurance as described below at all times when performing work for CLIENT. Certificates evidencing the required insurance shall be delivered to CLIENT prior to commencement of the work, and PLM shall provide that any change or the cancellation of any policies under which certificates are issued be provided to CLIENT prior to expiration.

(1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of PLM engaged in the performance of the work under this contract statutory.

(2) Comprehensive General Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $2,000,000.

(3) Auto Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $1,000,000.

IV. Exclusions: PLM shall not be obligated to repair/replace damages made necessary by the following as determined by joint inspection by PLM and CLIENT.

A. Improper installation, usage or willful abuse by the CLIENT or CLIENT employees or CLIENT subcontractors.

B. Accident or theft, including fire or explosion, low power or electrical surges not caused by PLM.

C. Riots, vandalism or similar nefarious activity not performed by PLM.

D. Acts of Nature including but not limited to: Flood waters, storms, tornados, high winds, lightning, domestic animals, wild animals, freezing temperatures below USDA Zone 7 standards

V. Terms of Contract: The term of this contract shall begin 2/1/2026 , and year to year thereafter unless a contract end date is specified herein 1/31/2027. A first year annual price of $6,821.11 with an annual price increase of 2% to the current years conract value. This contract may be terminated prior to expiration by either party by giving thirty (30) days prior written notice to other party except for reasons stated above in Section IV. Exclusions. 12 equal payments to PLM at current year contract value shall constitute the completion of one year of the agreement. Early termination prior to any full year of the agreement, or subsequent year of the agreement shall, result in prorated charges. Prorated charges shall be calculated by summing total monies paid to PLM against the total value of "Months of Service" provided within the current year agreement. The difference from this calculation shall become due immediately to PLM if amount paid to PLM is less than the calculated value of "Months of Service", or monies due immediately to CLIENT if the amount paid to PLM is greater than calculated value of "Months of Service". Value for "Months of Service" shall be calculated by taking the current year Annual Contract Amount, then multiplied by the 'Annual Monthly Percent' in the list below for each calendar month service was performed by PLM. Annual Monthly Percent: Jan 3%, Feb 4%, Mar 10%, Apr 11%, May 12%, June 12%, July 12%, Aug 12%, Sep 12% Oct 10%, Nov 1%, Dec 1%

VI. Notice: Notices hereunder shall be sufficient if delivered to the other party, or if placed in the United States Mail addressed to the respective parties at the mailing address indicated at beginning of agreement.

Pricing: Proposal may be withdrawn if not accepted within 30 days.

PLM Signature: MY-SIGN **Date of acceptance:** DATE-1

Client Signature: SIGN-1 **Date of acceptance:** DATE-1

Pitzer's LAWN MANAGEMENT, INC

11401 S. Broadway Edmond, OK 73034
T: 405.844.8908 | F: 405.844.1477
www.PitzersLM.com

Landscape Maintenance Agreement

Proposal ID 33744
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 500 East Vandament Yukon, OK 73099	Independence Intermediate Schools 2026 500 East Vandament Yukon, OK 73099

We propose to furnish landscape services in accordance with the following specifications for the sum as follows:

Lawn Maintenance

Mow, Edge & Trim

Mow all areas weekly during the growing season and biweekly at beginning and end of season to match turf growth. Trash and debris will be removed from turf areas before mowing. Noticeable clippings shall be removed after each mowing is completed. Grass will be edged along all sidewalks and curbs using a metal edger blade and performed with every mowing. Grass will be trimmed around all signs, fence lines, building lines, retaining walls, shrub beds, trees etc. using equipment with monofilament trimmer line. Disposal of clippings and debris shall be at contractor expense. All clippings shall be removed from sidewalks, curbs, parking areas and patios after every mowing to maintain a clean appearance.

Chemical Applications

Weed Control - Turf

Weed control will be applied to all turf areas using a combination of pre and post emergent herbicides at proper label rates. Weed control will always promote a weed free lawn. Poor results will require re-treatment of areas at no additional charge to the client. Nutsedge and Goosegrass may require additional post emergent treatments. At such time, contractor will present an additional price for this service to the client if the need shall arise. All other post emergent treatment of all weeds shall be treated with no additional billing to the client.

12 Monthly Payments of:	**$886.80**
Annual Contract Total:	**$10,641.58**

Terms & Conditions of Landscape Maintenance Agreement

Proposal ID 33744
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 500 East Vandament Yukon, OK 73099	Independence Intermediate Schools 2026 500 East Vandament Yukon, OK 73099

The conditions herein are made part of the Landscape Maintenance Agreement between "**CLIENT**" and **PITZER'S LAWN MANAGEMENT, INC**. hereinafter called "PLM" which authorizes PLM to maintain the CLIENTS Project Location in accordance with the terms and conditions within this contract.

I. Service: PLM shall render service as detailed in the "Annual Maintenance Agreement" for the "Project Location" as described at beginning of this document.

II. Relationship of Parties: The parties intend to establish an independent contractor relationship through this agreement and agree that PLM shall have full power and authority to select the means, method, and manner of performing the work hereunder and are responsible only to the CLIENT for the results required by the terms of this Agreement. It is further agreed that neither PLM or any subcontractor shall be considered or treated as employees or agents of the CLIENT.

III. PLM Agrees:

A. To employ personnel or engage subcontractors to the extent that PLM deems necessary to satisfy the terms and conditions of this agreement and to be solely responsible for the direction, control, and satisfactory completion of the work hereunder.

B. To provide only skilled labor in the performance of the work and to perform all work under this contract in a good and workmanlike manner in accord with generally accepted practices for the work involved.

C. To obtain and pay for all licenses and permits required to do the work covered by this contract, and will comply with all applicable laws, ordinances, rules, and regulations in performing this contract.

D. To maintain insurance as described below at all times when performing work for CLIENT. Certificates evidencing the required insurance shall be delivered to CLIENT prior to commencement of the work, and PLM shall provide that any change or the cancellation of any policies under which certificates are issued be provided to CLIENT prior to expiration.

(1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of PLM engaged in the performance of the work under this contract statutory.

(2) Comprehensive General Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $2,000,000.

(3) Auto Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $1,000,000.

IV. Exclusions: PLM shall not be obligated to repair/replace damages made necessary by the following as determined by joint inspection by PLM and CLIENT.

A. Improper installation, usage or willful abuse by the CLIENT or CLIENT employees or CLIENT subcontractors.

B. Accident or theft, including fire or explosion, low power or electrical surges not caused by PLM.

C. Riots, vandalism or similar nefarious activity not performed by PLM.

D. Acts of Nature including but not limited to: Flood waters, storms, tornados, high winds, lightning, domestic animals, wild animals, freezing temperatures below USDA Zone 7 standards

V. Terms of Contract: The term of this contract shall begin 2/1/2026 , and year to year thereafter unless a contract end date is specified herein 1/31/2027. A first year annual price of $10,641.58 with an annual price increase of 2% to the current years conract value. This contract may be terminated prior to expiration by either party by giving thirty (30) days prior written notice to other party except for reasons stated above in Section IV. Exclusions. 12 equal payments to PLM at current year contract value shall constitute the completion of one year of the agreement. Early termination prior to any full year of the agreement, or subsequent year of the agreement shall, result in prorated charges. Prorated charges shall be calculated by summing total monies paid to PLM against the total value of "Months of Service" provided within the current year agreement. The difference from this calculation shall become due immediately to PLM if amount paid to PLM is less than the calculated value of "Months of Service", or monies due immediately to CLIENT if the amount paid to PLM is greater than calculated value of "Months of Service". Value for "Months of Service" shall be calculated by taking the current year Annual Contract Amount, then multiplied by the 'Annual Monthly Percent' in the list below for each calendar month service was performed by PLM. Annual Monthly Percent: Jan 3%, Feb 4%, Mar 10%, Apr 11%, May 12%, June 12%, July 12%, Aug 12%, Sep 12% Oct 10%, Nov 1%, Dec 1%

VI. Notice: Notices hereunder shall be sufficient if delivered to the other party, or if placed in the United States Mail addressed to the respective parties at the mailing address indicated at beginning of agreement.

Pricing: Proposal may be withdrawn if not accepted within 30 days.

PLM Signature: MY-SIGN **Date of acceptance:** DATE-1

Client Signature: SIGN-1 **Date of acceptance:** DATE-1

Pitzer's LAWN MANAGEMENT, INC
11401 S. Broadway Edmond, OK 73034
T: 405.844.8908 | F: 405.844.1477
www.PitzersLM.com

Landscape Maintenance Agreement

Proposal ID 33745
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 872 South Yukon Parkway Yukon, OK 73099	Lakeview Intermediate School 2026 872 South Yukon Parkway Yukon, OK 73099

We propose to furnish landscape services in accordance with the following specifications for the sum as follows:

Lawn Maintenance

Mow, Edge & Trim

Mow all areas weekly during the growing season and biweekly at beginning and end of season to match turf growth. Trash and debris will be removed from turf areas before mowing. Noticeable clippings shall be removed after each mowing is completed. Grass will be edged along all sidewalks and curbs using a metal edger blade and performed with every mowing. Grass will be trimmed around all signs, fence lines, building lines, retaining walls, shrub beds, trees etc. using equipment with monofilament trimmer line. Disposal of clippings and debris shall be at contractor expense. All clippings shall be removed from sidewalks, curbs, parking areas and patios after every mowing to maintain a clean appearance.

Chemical Applications

Weed Control - Turf

Weed control will be applied to all turf areas using a combination of pre and post emergent herbicides at proper label rates. Weed control will always promote a weed free lawn. Poor results will require re-treatment of areas at no additional charge to the client. Nutsedge and Goosegrass may require additional post emergent treatments. At such time, contractor will present an additional price for this service to the client if the need shall arise. All other post emergent treatment of all weeds shall be treated with no additional billing to the client.

12 Monthly Payments of:	**$227.67**
Annual Contract Total:	**$2,732.09**

Terms & Conditions of Landscape Maintenance Agreement

Proposal ID 33745
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To

Mike Workman
Yukon Public Schools
872 South Yukon Parkway
Yukon, OK 73099

Project Location

Lakeview Intermediate School 2026
872 South Yukon Parkway
Yukon, OK 73099

The conditions herein are made part of the Landscape Maintenance Agreement between "**CLIENT**" and **PITZER'S LAWN MANAGEMENT, INC**. hereinafter called "PLM" which authorizes PLM to maintain the CLIENTS Project Location in accordance with the terms and conditions within this contract.

I. Service: PLM shall render service as detailed in the "Annual Maintenance Agreement" for the "Project Location" as described at beginning of this document.

II. Relationship of Parties: The parties intend to establish an independent contractor relationship through this agreement and agree that PLM shall have full power and authority to select the means, method, and manner of performing the work hereunder and are responsible only to the CLIENT for the results required by the terms of this Agreement. It is further agreed that neither PLM or any subcontractor shall be considered or treated as employees or agents of the CLIENT.

III. PLM Agrees:

A. To employ personnel or engage subcontractors to the extent that PLM deems necessary to satisfy the terms and conditions of this agreement and to be solely responsible for the direction, control, and satisfactory completion of the work hereunder.

B. To provide only skilled labor in the performance of the work and to perform all work under this contract in a good and workmanlike manner in accord with generally accepted practices for the work involved.

C. To obtain and pay for all licenses and permits required to do the work covered by this contract, and will comply with all applicable laws, ordinances, rules, and regulations in performing this contract.

D. To maintain insurance as described below at all times when performing work for CLIENT. Certificates evidencing the required insurance shall be delivered to CLIENT prior to commencement of the work, and PLM shall provide that any change or the cancellation of any policies under which certificates are issued be provided to CLIENT prior to expiration.

(1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of PLM engaged in the performance of the work under this contract statutory.

(2) Comprehensive General Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $2,000,000.

(3) Auto Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $1,000,000.

IV. Exclusions: PLM shall not be obligated to repair/replace damages made necessary by the following as determined by joint inspection by PLM and CLIENT.

A. Improper installation, usage or willful abuse by the CLIENT or CLIENT employees or CLIENT subcontractors.

B. Accident or theft, including fire or explosion, low power or electrical surges not caused by PLM.

C. Riots, vandalism or similar nefarious activity not performed by PLM.

D. Acts of Nature including but not limited to: Flood waters, storms, tornados, high winds, lightning, domestic animals, wild animals, freezing temperatures below USDA Zone 7 standards

V. Terms of Contract: The term of this contract shall begin 2/1/2026 , and year to year thereafter unless a contract end date is specified herein 1/31/2027. A first year annual price of $2,732.09 with an annual price increase of 2% to the current years conract value. This contract may be terminated prior to expiration by either party by giving thirty (30) days prior written notice to other party except for reasons stated above in Section IV. Exclusions. 12 equal payments to PLM at current year contract value shall constitute the completion of one year of the agreement. Early termination prior to any full year of the agreement, or subsequent year of the agreement shall, result in prorated charges. Prorated charges shall be calculated by summing total monies paid to PLM against the total value of "Months of Service" provided within the current year agreement. The difference from this calculation shall become due immediately to PLM if amount paid to PLM is less than the calculated value of "Months of Service", or monies due immediately to CLIENT if the amount paid to PLM is greater than calculated value of "Months of Service". Value for "Months of Service" shall be calculated by taking the current year Annual Contract Amount, then multiplied by the 'Annual Monthly Percent' in the list below for each calendar month service was performed by PLM. Annual Monthly Percent: Jan 3%, Feb 4%, Mar 10%, Apr 11%, May 12%, June 12%, July 12%, Aug 12%, Sep 12% Oct 10%, Nov 1%, Dec 1%

VI. Notice: Notices hereunder shall be sufficient if delivered to the other party, or if placed in the United States Mail addressed to the respective parties at the mailing address indicated at beginning of agreement.

Pricing: Proposal may be withdrawn if not accepted within 30 days.

PLM Signature: MY-SIGN **Date of acceptance:** DATE-1

Client Signature: SIGN-1 **Date of acceptance:** DATE-1

Pitzer's LAWN MANAGEMENT, INC
11401 S. Broadway Edmond, OK 73034
T: 405.844.8908 | F: 405.844.1477
www.PitzersLM.com

Landscape Maintenance Agreement

Proposal ID 33746
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 1200 S 1st Street Yukon, OK 73099	Myers Elementary School 2026 1200 S 1st Street Yukon, OK 73099

We propose to furnish landscape services in accordance with the following specifications for the sum as follows:

Lawn Maintenance

Mow, Edge & Trim

Mow all areas weekly during the growing season and biweekly at beginning and end of season to match turf growth. Trash and debris will be removed from turf areas before mowing. Noticeable clippings shall be removed after each mowing is completed. Grass will be edged along all sidewalks and curbs using a metal edger blade and performed with every mowing. Grass will be trimmed around all signs, fence lines, building lines, retaining walls, shrub beds, trees etc. using equipment with monofilament trimmer line. Disposal of clippings and debris shall be at contractor expense. All clippings shall be removed from sidewalks, curbs, parking areas and patios after every mowing to maintain a clean appearance.

Chemical Applications

Weed Control - Turf

Weed control will be applied to all turf areas using a combination of pre and post emergent herbicides at proper label rates. Weed control will always promote a weed free lawn. Poor results will require re-treatment of areas at no additional charge to the client. Nutsedge and Goosegrass may require additional post emergent treatments. At such time, contractor will present an additional price for this service to the client if the need shall arise. All other post emergent treatment of all weeds shall be treated with no additional billing to the client.

12 Monthly Payments of:	**$925.57**
Annual Contract Total:	**$11,106.82**

Terms & Conditions of Landscape Maintenance Agreement

Proposal ID 33746
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 1200 S 1st Street Yukon, OK 73099	Myers Elementary School 2026 1200 S 1st Street Yukon, OK 73099

The conditions herein are made part of the Landscape Maintenance Agreement between "**CLIENT**" and **PITZER'S LAWN MANAGEMENT, INC**. hereinafter called "PLM" which authorizes PLM to maintain the CLIENTS Project Location in accordance with the terms and conditions within this contract.

I. Service: PLM shall render service as detailed in the "Annual Maintenance Agreement" for the "Project Location" as described at beginning of this document.

II. Relationship of Parties: The parties intend to establish an independent contractor relationship through this agreement and agree that PLM shall have full power and authority to select the means, method, and manner of performing the work hereunder and are responsible only to the CLIENT for the results required by the terms of this Agreement. It is further agreed that neither PLM or any subcontractor shall be considered or treated as employees or agents of the CLIENT.

III. PLM Agrees:

A. To employ personnel or engage subcontractors to the extent that PLM deems necessary to satisfy the terms and conditions of this agreement and to be solely responsible for the direction, control, and satisfactory completion of the work hereunder.

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C. To obtain and pay for all licenses and permits required to do the work covered by this contract, and will comply with all applicable laws, ordinances, rules, and regulations in performing this contract.

D. To maintain insurance as described below at all times when performing work for CLIENT. Certificates evidencing the required insurance shall be delivered to CLIENT prior to commencement of the work, and PLM shall provide that any change or the cancellation of any policies under which certificates are issued be provided to CLIENT prior to expiration.

(1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of PLM engaged in the performance of the work under this contract statutory.

(2) Comprehensive General Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $2,000,000.

(3) Auto Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $1,000,000.

IV. Exclusions: PLM shall not be obligated to repair/replace damages made necessary by the following as determined by joint inspection by PLM and CLIENT.

A. Improper installation, usage or willful abuse by the CLIENT or CLIENT employees or CLIENT subcontractors.

B. Accident or theft, including fire or explosion, low power or electrical surges not caused by PLM.

C. Riots, vandalism or similar nefarious activity not performed by PLM.

D. Acts of Nature including but not limited to: Flood waters, storms, tornados, high winds, lightning, domestic animals, wild animals, freezing temperatures below USDA Zone 7 standards

V. Terms of Contract: The term of this contract shall begin 2/1/2026 , and year to year thereafter unless a contract end date is specified herein 1/31/2027. A first year annual price of $11,106.82 with an annual price increase of 2% to the current years conract value. This contract may be terminated prior to expiration by either party by giving thirty (30) days prior written notice to other party except for reasons stated above in Section IV. Exclusions. 12 equal payments to PLM at current year contract value shall constitute the completion of one year of the agreement. Early termination prior to any full year of the agreement, or subsequent year of the agreement shall, result in prorated charges. Prorated charges shall be calculated by summing total monies paid to PLM against the total value of "Months of Service" provided within the current year agreement. The difference from this calculation shall become due immediately to PLM if amount paid to PLM is less than the calculated value of "Months of Service", or monies due immediately to CLIENT if the amount paid to PLM is greater than calculated value of "Months of Service". Value for "Months of Service" shall be calculated by taking the current year Annual Contract Amount, then multiplied by the 'Annual Monthly Percent' in the list below for each calendar month service was performed by PLM. Annual Monthly Percent: Jan 3%, Feb 4%, Mar 10%, Apr 11%, May 12%, June 12%, July 12%, Aug 12%, Sep 12% Oct 10%, Nov 1%, Dec 1%

VI. Notice: Notices hereunder shall be sufficient if delivered to the other party, or if placed in the United States Mail addressed to the respective parties at the mailing address indicated at beginning of agreement.

Pricing: Proposal may be withdrawn if not accepted within 30 days.

PLM Signature: MY-SIGN **Date of acceptance:** DATE-1

Client Signature: SIGN-1 **Date of acceptance:** DATE-1

ITEM FOR CONSIDERATION
Board of Education Meeting
(3/2/2026)

TOPIC: Yearly Contracts/Agreement Renewal:

- **Pitzer Lawn Management**

RATIONALE FOR RECOMMENDATION: Renewal Contract

FISCAL NOTE:

CONTACT PERSON: James Edwards

Pitzer's LAWN MANAGEMENT, INC
11401 S. Broadway Edmond, OK 73034
T: 405.844.8908 | F: 405.844.1477
www.PitzersLM.com

Landscape Maintenance Agreement

Proposal ID 33747
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 2201 Cornwell Dr Yukon, OK 73099	Parkland Elementary School 2026 2201 Cornwell Dr Yukon, OK 73099

We propose to furnish landscape services in accordance with the following specifications for the sum as follows:

Lawn Maintenance

Mow, Edge & Trim

Mow all areas weekly during the growing season and biweekly at beginning and end of season to match turf growth. Trash and debris will be removed from turf areas before mowing. Noticeable clippings shall be removed after each mowing is completed. Grass will be edged along all sidewalks and curbs using a metal edger blade and performed with every mowing. Grass will be trimmed around all signs, fence lines, building lines, retaining walls, shrub beds, trees etc. using equipment with monofilament trimmer line. Disposal of clippings and debris shall be at contractor expense. All clippings shall be removed from sidewalks, curbs, parking areas and patios after every mowing to maintain a clean appearance.

Chemical Applications

Weed Control - Turf

Weed control will be applied to all turf areas using a combination of pre and post emergent herbicides at proper label rates. Weed control will always promote a weed free lawn. Poor results will require re-treatment of areas at no additional charge to the client. Nutsedge and Goosegrass may require additional post emergent treatments. At such time, contractor will present an additional price for this service to the client if the need shall arise. All other post emergent treatment of all weeds shall be treated with no additional billing to the client.

12 Monthly Payments of:	**$482.05**
Annual Contract Total:	**$5,784.62**

Terms & Conditions of Landscape Maintenance Agreement

Proposal ID 33747
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 2201 Cornwell Dr Yukon, OK 73099	Parkland Elementary School 2026 2201 Cornwell Dr Yukon, OK 73099

The conditions herein are made part of the Landscape Maintenance Agreement between "**CLIENT**" and **PITZER'S LAWN MANAGEMENT, INC**. hereinafter called "PLM" which authorizes PLM to maintain the CLIENTS Project Location in accordance with the terms and conditions within this contract.

I. Service: PLM shall render service as detailed in the "Annual Maintenance Agreement" for the "Project Location" as described at beginning of this document.

II. Relationship of Parties: The parties intend to establish an independent contractor relationship through this agreement and agree that PLM shall have full power and authority to select the means, method, and manner of performing the work hereunder and are responsible only to the CLIENT for the results required by the terms of this Agreement. It is further agreed that neither PLM or any subcontractor shall be considered or treated as employees or agents of the CLIENT.

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(1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of PLM engaged in the performance of the work under this contract statutory.

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B. Accident or theft, including fire or explosion, low power or electrical surges not caused by PLM.

C. Riots, vandalism or similar nefarious activity not performed by PLM.

D. Acts of Nature including but not limited to: Flood waters, storms, tornados, high winds, lightning, domestic animals, wild animals, freezing temperatures below USDA Zone 7 standards

V. Terms of Contract: The term of this contract shall begin 2/1/2026 , and year to year thereafter unless a contract end date is specified herein 1/31/2027. A first year annual price of $5,784.62 with an annual price increase of 2% to the current years conract value. This contract may be terminated prior to expiration by either party by giving thirty (30) days prior written notice to other party except for reasons stated above in Section IV. Exclusions. 12 equal payments to PLM at current year contract value shall constitute the completion of one year of the agreement. Early termination prior to any full year of the agreement, or subsequent year of the agreement shall, result in prorated charges. Prorated charges shall be calculated by summing total monies paid to PLM against the total value of "Months of Service" provided within the current year agreement. The difference from this calculation shall become due immediately to PLM if amount paid to PLM is less than the calculated value of "Months of Service", or monies due immediately to CLIENT if the amount paid to PLM is greater than calculated value of "Months of Service". Value for "Months of Service" shall be calculated by taking the current year Annual Contract Amount, then multiplied by the 'Annual Monthly Percent' in the list below for each calendar month service was performed by PLM. Annual Monthly Percent: Jan 3%, Feb 4%, Mar 10%, Apr 11%, May 12%, June 12%, July 12%, Aug 12%, Sep 12% Oct 10%, Nov 1%, Dec 1%

VI. Notice: Notices hereunder shall be sufficient if delivered to the other party, or if placed in the United States Mail addressed to the respective parties at the mailing address indicated at beginning of agreement.

Pricing: Proposal may be withdrawn if not accepted within 30 days.

PLM Signature: MY-SIGN **Date of acceptance:** DATE-1

Client Signature: SIGN-1 **Date of acceptance:** DATE-1

Pitzer's LAWN MANAGEMENT, INC
11401 S. Broadway Edmond, OK 73034
T: 405.844.8908 | F: 405.844.1477
www.PitzersLM.com

Landscape Maintenance Agreement

Proposal ID 33748
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 607 Annawood Dr Yukon, OK 73099	Ranchwood Elementary School 2026 607 Annawood Dr Yukon, OK 73099

We propose to furnish landscape services in accordance with the following specifications for the sum as follows:

Lawn Maintenance

Mow, Edge & Trim

Mow all areas weekly during the growing season and biweekly at beginning and end of season to match turf growth. Trash and debris will be removed from turf areas before mowing. Noticeable clippings shall be removed after each mowing is completed. Grass will be edged along all sidewalks and curbs using a metal edger blade and performed with every mowing. Grass will be trimmed around all signs, fence lines, building lines, retaining walls, shrub beds, trees etc. using equipment with monofilament trimmer line. Disposal of clippings and debris shall be at contractor expense. All clippings shall be removed from sidewalks, curbs, parking areas and patios after every mowing to maintain a clean appearance.

Chemical Applications

Weed Control - Turf

Weed control will be applied to all turf areas using a combination of pre and post emergent herbicides at proper label rates. Weed control will always promote a weed free lawn. Poor results will require re-treatment of areas at no additional charge to the client. Nutsedge and Goosegrass may require additional post emergent treatments. At such time, contractor will present an additional price for this service to the client if the need shall arise. All other post emergent treatment of all weeds shall be treated with no additional billing to the client.

12 Monthly Payments of:	**$396.29**
Annual Contract Total:	**$4,755.48**

Terms & Conditions of Landscape Maintenance Agreement

Proposal ID 33748
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 607 Annawood Dr Yukon, OK 73099	Ranchwood Elementary School 2026 607 Annawood Dr Yukon, OK 73099

The conditions herein are made part of the Landscape Maintenance Agreement between "**CLIENT**" and **PITZER'S LAWN MANAGEMENT, INC**. hereinafter called "PLM" which authorizes PLM to maintain the CLIENTS Project Location in accordance with the terms and conditions within this contract.

I. Service: PLM shall render service as detailed in the "Annual Maintenance Agreement" for the "Project Location" as described at beginning of this document.

II. Relationship of Parties: The parties intend to establish an independent contractor relationship through this agreement and agree that PLM shall have full power and authority to select the means, method, and manner of performing the work hereunder and are responsible only to the CLIENT for the results required by the terms of this Agreement. It is further agreed that neither PLM or any subcontractor shall be considered or treated as employees or agents of the CLIENT.

III. PLM Agrees:

A. To employ personnel or engage subcontractors to the extent that PLM deems necessary to satisfy the terms and conditions of this agreement and to be solely responsible for the direction, control, and satisfactory completion of the work hereunder.

B. To provide only skilled labor in the performance of the work and to perform all work under this contract in a good and workmanlike manner in accord with generally accepted practices for the work involved.

C. To obtain and pay for all licenses and permits required to do the work covered by this contract, and will comply with all applicable laws, ordinances, rules, and regulations in performing this contract.

D. To maintain insurance as described below at all times when performing work for CLIENT. Certificates evidencing the required insurance shall be delivered to CLIENT prior to commencement of the work, and PLM shall provide that any change or the cancellation of any policies under which certificates are issued be provided to CLIENT prior to expiration.

(1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of PLM engaged in the performance of the work under this contract statutory.

(2) Comprehensive General Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $2,000,000.

(3) Auto Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $1,000,000.

IV. Exclusions: PLM shall not be obligated to repair/replace damages made necessary by the following as determined by joint inspection by PLM and CLIENT.

A. Improper installation, usage or willful abuse by the CLIENT or CLIENT employees or CLIENT subcontractors.

B. Accident or theft, including fire or explosion, low power or electrical surges not caused by PLM.

C. Riots, vandalism or similar nefarious activity not performed by PLM.

D. Acts of Nature including but not limited to: Flood waters, storms, tornados, high winds, lightning, domestic animals, wild animals, freezing temperatures below USDA Zone 7 standards

V. Terms of Contract: The term of this contract shall begin 2/1/2026 , and year to year thereafter unless a contract end date is specified herein 1/31/2027. A first year annual price of $4,755.48 with an annual price increase of 2% to the current years conract value. This contract may be terminated prior to expiration by either party by giving thirty (30) days prior written notice to other party except for reasons stated above in Section IV. Exclusions. 12 equal payments to PLM at current year contract value shall constitute the completion of one year of the agreement. Early termination prior to any full year of the agreement, or subsequent year of the agreement shall, result in prorated charges. Prorated charges shall be calculated by summing total monies paid to PLM against the total value of "Months of Service" provided within the current year agreement. The difference from this calculation shall become due immediately to PLM if amount paid to PLM is less than the calculated value of "Months of Service", or monies due immediately to CLIENT if the amount paid to PLM is greater than calculated value of "Months of Service". Value for "Months of Service" shall be calculated by taking the current year Annual Contract Amount, then multiplied by the 'Annual Monthly Percent' in the list below for each calendar month service was performed by PLM. Annual Monthly Percent: Jan 3%, Feb 4%, Mar 10%, Apr 11%, May 12%, June 12%, July 12%, Aug 12%, Sep 12% Oct 10%, Nov 1%, Dec 1%

VI. Notice: Notices hereunder shall be sufficient if delivered to the other party, or if placed in the United States Mail addressed to the respective parties at the mailing address indicated at beginning of agreement.

Pricing: Proposal may be withdrawn if not accepted within 30 days.

PLM Signature: MY-SIGN **Date of acceptance:** DATE-1

Client Signature: SIGN-1 **Date of acceptance:** DATE-1

Pitzer's LAWN MANAGEMENT, INC
11401 S. Broadway Edmond, OK 73034
T: 405.844.8908 | F: 405.844.1477
www.PitzersLM.com

Landscape Maintenance Agreement

Proposal ID 33749
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 600 Maple Yukon, OK 73099	Redstone Elementary 2026 11501 West Britton Rd. Yukon, OK 73099

We propose to furnish landscape services in accordance with the following specifications for the sum as follows:

Lawn Maintenance

Mow, Edge & Trim

Mow all areas weekly during the growing season and biweekly at beginning and end of season to match turf growth. Trash and debris will be removed from turf areas before mowing. Noticeable clippings shall be removed after each mowing is completed. Grass will be edged along all sidewalks and curbs using a metal edger blade and performed with every mowing. Grass will be trimmed around all signs, fence lines, building lines, retaining walls, shrub beds, trees etc. using equipment with monofilament trimmer line. Disposal of clippings and debris shall be at contractor expense. All clippings shall be removed from sidewalks, curbs, parking areas and patios after every mowing to maintain a clean appearance.

Chemical Applications

Weed Control - Turf

Weed control will be applied to all turf areas using a combination of pre and post emergent herbicides at proper label rates. Weed control will always promote a weed free lawn. Poor results will require re-treatment of areas at no additional charge to the client. Nutsedge and Goosegrass may require additional post emergent treatments. At such time, contractor will present an additional price for this service to the client if the need shall arise. All other post emergent treatment of all weeds shall be treated with no additional billing to the client.

12 Monthly Payments of:	**$997.44**
Annual Contract Total:	**$11,969.25**

Terms & Conditions of Landscape Maintenance Agreement

Proposal ID 33749
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 600 Maple Yukon, OK 73099	Redstone Elementary 2026 11501 West Britton Rd. Yukon, OK 73099

The conditions herein are made part of the Landscape Maintenance Agreement between "**CLIENT**" and **PITZER'S LAWN MANAGEMENT, INC**. hereinafter called "PLM" which authorizes PLM to maintain the CLIENTS Project Location in accordance with the terms and conditions within this contract.

I. Service: PLM shall render service as detailed in the "Annual Maintenance Agreement" for the "Project Location" as described at beginning of this document.

II. Relationship of Parties: The parties intend to establish an independent contractor relationship through this agreement and agree that PLM shall have full power and authority to select the means, method, and manner of performing the work hereunder and are responsible only to the CLIENT for the results required by the terms of this Agreement. It is further agreed that neither PLM or any subcontractor shall be considered or treated as employees or agents of the CLIENT.

III. PLM Agrees:

A. To employ personnel or engage subcontractors to the extent that PLM deems necessary to satisfy the terms and conditions of this agreement and to be solely responsible for the direction, control, and satisfactory completion of the work hereunder.

B. To provide only skilled labor in the performance of the work and to perform all work under this contract in a good and workmanlike manner in accord with generally accepted practices for the work involved.

C. To obtain and pay for all licenses and permits required to do the work covered by this contract, and will comply with all applicable laws, ordinances, rules, and regulations in performing this contract.

D. To maintain insurance as described below at all times when performing work for CLIENT. Certificates evidencing the required insurance shall be delivered to CLIENT prior to commencement of the work, and PLM shall provide that any change or the cancellation of any policies under which certificates are issued be provided to CLIENT prior to expiration.

(1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of PLM engaged in the performance of the work under this contract statutory.

(2) Comprehensive General Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $2,000,000.

(3) Auto Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $1,000,000.

IV. Exclusions: PLM shall not be obligated to repair/replace damages made necessary by the following as determined by joint inspection by PLM and CLIENT.

A. Improper installation, usage or willful abuse by the CLIENT or CLIENT employees or CLIENT subcontractors.

B. Accident or theft, including fire or explosion, low power or electrical surges not caused by PLM.

C. Riots, vandalism or similar nefarious activity not performed by PLM.

D. Acts of Nature including but not limited to: Flood waters, storms, tornados, high winds, lightning, domestic animals, wild animals, freezing temperatures below USDA Zone 7 standards

V. Terms of Contract: The term of this contract shall begin 2/1/2026 , and year to year thereafter unless a contract end date is specified herein 1/31/2027. A first year annual price of $11,969.25 with an annual price increase of 2% to the current years conract value. This contract may be terminated prior to expiration by either party by giving thirty (30) days prior written notice to other party except for reasons stated above in Section IV. Exclusions. 12 equal payments to PLM at current year contract value shall constitute the completion of one year of the agreement. Early termination prior to any full year of the agreement, or subsequent year of the agreement shall, result in prorated charges. Prorated charges shall be calculated by summing total monies paid to PLM against the total value of "Months of Service" provided within the current year agreement. The difference from this calculation shall become due immediately to PLM if amount paid to PLM is less than the calculated value of "Months of Service", or monies due immediately to CLIENT if the amount paid to PLM is greater than calculated value of "Months of Service". Value for "Months of Service" shall be calculated by taking the current year Annual Contract Amount, then multiplied by the 'Annual Monthly Percent' in the list below for each calendar month service was performed by PLM. Annual Monthly Percent: Jan 3%, Feb 4%, Mar 10%, Apr 11%, May 12%, June 12%, July 12%, Aug 12%, Sep 12% Oct 10%, Nov 1%, Dec 1%

VI. Notice: Notices hereunder shall be sufficient if delivered to the other party, or if placed in the United States Mail addressed to the respective parties at the mailing address indicated at beginning of agreement.

Pricing: Proposal may be withdrawn if not accepted within 30 days.

PLM Signature: MY-SIGN **Date of acceptance:** DATE-1

Client Signature: SIGN-1 **Date of acceptance:** DATE-1

Pitzer's LAWN MANAGEMENT, INC
11401 S. Broadway Edmond, OK 73034
T: 405.844.8908 | F: 405.844.1477
www.PitzersLM.com

Landscape Maintenance Agreement

Proposal ID 33750
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 600 Maple Yukon, OK 73099	Shedeck Elementary School 2026 2100 S Holly Ave Yukon, OK 73099

We propose to furnish landscape services in accordance with the following specifications for the sum as follows:

Lawn Maintenance

Mow, Edge & Trim

Mow all areas weekly during the growing season and biweekly at beginning and end of season to match turf growth. Trash and debris will be removed from turf areas before mowing. Noticeable clippings shall be removed after each mowing is completed. Grass will be edged along all sidewalks and curbs using a metal edger blade and performed with every mowing. Grass will be trimmed around all signs, fence lines, building lines, retaining walls, shrub beds, trees etc. using equipment with monofilament trimmer line. Disposal of clippings and debris shall be at contractor expense. All clippings shall be removed from sidewalks, curbs, parking areas and patios after every mowing to maintain a clean appearance.

Chemical Applications

Weed Control - Turf

Weed control will be applied to all turf areas using a combination of pre and post emergent herbicides at proper label rates. Weed control will always promote a weed free lawn. Poor results will require re-treatment of areas at no additional charge to the client. Nutsedge and Goosegrass may require additional post emergent treatments. At such time, contractor will present an additional price for this service to the client if the need shall arise. All other post emergent treatment of all weeds shall be treated with no additional billing to the client.

12 Monthly Payments of:	**$424.78**
Annual Contract Total:	**$5,097.35**

Terms & Conditions of Landscape Maintenance Agreement

Proposal ID 33750
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 600 Maple Yukon, OK 73099	Shedeck Elementary School 2026 2100 S Holly Ave Yukon, OK 73099

The conditions herein are made part of the Landscape Maintenance Agreement between "**CLIENT**" and **PITZER'S LAWN MANAGEMENT, INC**. hereinafter called "PLM" which authorizes PLM to maintain the CLIENTS Project Location in accordance with the terms and conditions within this contract.

I. Service: PLM shall render service as detailed in the "Annual Maintenance Agreement" for the "Project Location" as described at beginning of this document.

II. Relationship of Parties: The parties intend to establish an independent contractor relationship through this agreement and agree that PLM shall have full power and authority to select the means, method, and manner of performing the work hereunder and are responsible only to the CLIENT for the results required by the terms of this Agreement. It is further agreed that neither PLM or any subcontractor shall be considered or treated as employees or agents of the CLIENT.

III. PLM Agrees:

A. To employ personnel or engage subcontractors to the extent that PLM deems necessary to satisfy the terms and conditions of this agreement and to be solely responsible for the direction, control, and satisfactory completion of the work hereunder.

B. To provide only skilled labor in the performance of the work and to perform all work under this contract in a good and workmanlike manner in accord with generally accepted practices for the work involved.

C. To obtain and pay for all licenses and permits required to do the work covered by this contract, and will comply with all applicable laws, ordinances, rules, and regulations in performing this contract.

D. To maintain insurance as described below at all times when performing work for CLIENT. Certificates evidencing the required insurance shall be delivered to CLIENT prior to commencement of the work, and PLM shall provide that any change or the cancellation of any policies under which certificates are issued be provided to CLIENT prior to expiration.

(1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of PLM engaged in the performance of the work under this contract statutory.

(2) Comprehensive General Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $2,000,000.

(3) Auto Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $1,000,000.

IV. Exclusions: PLM shall not be obligated to repair/replace damages made necessary by the following as determined by joint inspection by PLM and CLIENT.

A. Improper installation, usage or willful abuse by the CLIENT or CLIENT employees or CLIENT subcontractors.

B. Accident or theft, including fire or explosion, low power or electrical surges not caused by PLM.

C. Riots, vandalism or similar nefarious activity not performed by PLM.

D. Acts of Nature including but not limited to: Flood waters, storms, tornados, high winds, lightning, domestic animals, wild animals, freezing temperatures below USDA Zone 7 standards

V. Terms of Contract: The term of this contract shall begin 2/1/2026 , and year to year thereafter unless a contract end date is specified herein 1/31/2027. A first year annual price of $5,097.35 with an annual price increase of 2% to the current years conract value. This contract may be terminated prior to expiration by either party by giving thirty (30) days prior written notice to other party except for reasons stated above in Section IV. Exclusions. 12 equal payments to PLM at current year contract value shall constitute the completion of one year of the agreement. Early termination prior to any full year of the agreement, or subsequent year of the agreement shall, result in prorated charges. Prorated charges shall be calculated by summing total monies paid to PLM against the total value of "Months of Service" provided within the current year agreement. The difference from this calculation shall become due immediately to PLM if amount paid to PLM is less than the calculated value of "Months of Service", or monies due immediately to CLIENT if the amount paid to PLM is greater than calculated value of "Months of Service". Value for "Months of Service" shall be calculated by taking the current year Annual Contract Amount, then multiplied by the 'Annual Monthly Percent' in the list below for each calendar month service was performed by PLM. Annual Monthly Percent: Jan 3%, Feb 4%, Mar 10%, Apr 11%, May 12%, June 12%, July 12%, Aug 12%, Sep 12% Oct 10%, Nov 1%, Dec 1%

VI. Notice: Notices hereunder shall be sufficient if delivered to the other party, or if placed in the United States Mail addressed to the respective parties at the mailing address indicated at beginning of agreement.

Pricing: Proposal may be withdrawn if not accepted within 30 days.

PLM Signature: MY-SIGN **Date of acceptance:** DATE-1

Client Signature: SIGN-1 **Date of acceptance:** DATE-1

Pitzer's LAWN MANAGEMENT, INC
11401 S. Broadway Edmond, OK 73034
T: 405.844.8908 | F: 405.844.1477
www.PitzersLM.com

Landscape Maintenance Agreement

Proposal ID 33751
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 600 Maple Yukon, OK 73099	Skyview Elementary School 2026 650 S Yukon Pkwy Yukon, OK 73099

We propose to furnish landscape services in accordance with the following specifications for the sum as follows:

Lawn Maintenance

Mow, Edge & Trim

Mow all areas weekly during the growing season and biweekly at beginning and end of season to match turf growth. Trash and debris will be removed from turf areas before mowing. Noticeable clippings shall be removed after each mowing is completed. Grass will be edged along all sidewalks and curbs using a metal edger blade and performed with every mowing. Grass will be trimmed around all signs, fence lines, building lines, retaining walls, shrub beds, trees etc. using equipment with monofilament trimmer line. Disposal of clippings and debris shall be at contractor expense. All clippings shall be removed from sidewalks, curbs, parking areas and patios after every mowing to maintain a clean appearance.

Chemical Applications

Weed Control - Turf

Weed control will be applied to all turf areas using a combination of pre and post emergent herbicides at proper label rates. Weed control will always promote a weed free lawn. Poor results will require re-treatment of areas at no additional charge to the client. Nutsedge and Goosegrass may require additional post emergent treatments. At such time, contractor will present an additional price for this service to the client if the need shall arise. All other post emergent treatment of all weeds shall be treated with no additional billing to the client.

12 Monthly Payments of:	**$479.08**
Annual Contract Total:	**$5,749.01**

Terms & Conditions of Landscape Maintenance Agreement

Proposal ID 33751
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 600 Maple Yukon, OK 73099	Skyview Elementary School 2026 650 S Yukon Pkwy Yukon, OK 73099

The conditions herein are made part of the Landscape Maintenance Agreement between "**CLIENT**" and **PITZER'S LAWN MANAGEMENT, INC**. hereinafter called "PLM" which authorizes PLM to maintain the CLIENTS Project Location in accordance with the terms and conditions within this contract.

I. Service: PLM shall render service as detailed in the "Annual Maintenance Agreement" for the "Project Location" as described at beginning of this document.

II. Relationship of Parties: The parties intend to establish an independent contractor relationship through this agreement and agree that PLM shall have full power and authority to select the means, method, and manner of performing the work hereunder and are responsible only to the CLIENT for the results required by the terms of this Agreement. It is further agreed that neither PLM or any subcontractor shall be considered or treated as employees or agents of the CLIENT.

III. PLM Agrees:

A. To employ personnel or engage subcontractors to the extent that PLM deems necessary to satisfy the terms and conditions of this agreement and to be solely responsible for the direction, control, and satisfactory completion of the work hereunder.

B. To provide only skilled labor in the performance of the work and to perform all work under this contract in a good and workmanlike manner in accord with generally accepted practices for the work involved.

C. To obtain and pay for all licenses and permits required to do the work covered by this contract, and will comply with all applicable laws, ordinances, rules, and regulations in performing this contract.

D. To maintain insurance as described below at all times when performing work for CLIENT. Certificates evidencing the required insurance shall be delivered to CLIENT prior to commencement of the work, and PLM shall provide that any change or the cancellation of any policies under which certificates are issued be provided to CLIENT prior to expiration.

(1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of PLM engaged in the performance of the work under this contract statutory.

(2) Comprehensive General Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $2,000,000.

(3) Auto Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $1,000,000.

IV. Exclusions: PLM shall not be obligated to repair/replace damages made necessary by the following as determined by joint inspection by PLM and CLIENT.

A. Improper installation, usage or willful abuse by the CLIENT or CLIENT employees or CLIENT subcontractors.

B. Accident or theft, including fire or explosion, low power or electrical surges not caused by PLM.

C. Riots, vandalism or similar nefarious activity not performed by PLM.

D. Acts of Nature including but not limited to: Flood waters, storms, tornados, high winds, lightning, domestic animals, wild animals, freezing temperatures below USDA Zone 7 standards

V. Terms of Contract: The term of this contract shall begin 2/1/2026 , and year to year thereafter unless a contract end date is specified herein 1/31/2027. A first year annual price of $5,749.01 with an annual price increase of 2% to the current years conract value. This contract may be terminated prior to expiration by either party by giving thirty (30) days prior written notice to other party except for reasons stated above in Section IV. Exclusions. 12 equal payments to PLM at current year contract value shall constitute the completion of one year of the agreement. Early termination prior to any full year of the agreement, or subsequent year of the agreement shall, result in prorated charges. Prorated charges shall be calculated by summing total monies paid to PLM against the total value of "Months of Service" provided within the current year agreement. The difference from this calculation shall become due immediately to PLM if amount paid to PLM is less than the calculated value of "Months of Service", or monies due immediately to CLIENT if the amount paid to PLM is greater than calculated value of "Months of Service". Value for "Months of Service" shall be calculated by taking the current year Annual Contract Amount, then multiplied by the 'Annual Monthly Percent' in the list below for each calendar month service was performed by PLM. Annual Monthly Percent: Jan 3%, Feb 4%, Mar 10%, Apr 11%, May 12%, June 12%, July 12%, Aug 12%, Sep 12% Oct 10%, Nov 1%, Dec 1%

VI. Notice: Notices hereunder shall be sufficient if delivered to the other party, or if placed in the United States Mail addressed to the respective parties at the mailing address indicated at beginning of agreement.

Pricing: Proposal may be withdrawn if not accepted within 30 days.

PLM Signature: MY-SIGN **Date of acceptance:** DATE-1

Client Signature: SIGN-1 **Date of acceptance:** DATE-1

Pitzer's LAWN MANAGEMENT, INC
11401 S. Broadway Edmond, OK 73034
T: 405.844.8908 | F: 405.844.1477
www.PitzersLM.com

Landscape Maintenance Agreement

Proposal ID 33752
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 600 Maple Yukon, OK 73099	Surrey Hills Elementary School 2026 10700 Hastings Ave Yukon, OK 73099

We propose to furnish landscape services in accordance with the following specifications for the sum as follows:

Lawn Maintenance

Mow, Edge & Trim

Mow all areas weekly during the growing season and biweekly at beginning and end of season to match turf growth. Trash and debris will be removed from turf areas before mowing. Noticeable clippings shall be removed after each mowing is completed. Grass will be edged along all sidewalks and curbs using a metal edger blade and performed with every mowing. Grass will be trimmed around all signs, fence lines, building lines, retaining walls, shrub beds, trees etc. using equipment with monofilament trimmer line. Disposal of clippings and debris shall be at contractor expense. All clippings shall be removed from sidewalks, curbs, parking areas and patios after every mowing to maintain a clean appearance.

Chemical Applications

Weed Control - Turf

Weed control will be applied to all turf areas using a combination of pre and post emergent herbicides at proper label rates. Weed control will always promote a weed free lawn. Poor results will require re-treatment of areas at no additional charge to the client. Nutsedge and Goosegrass may require additional post emergent treatments. At such time, contractor will present an additional price for this service to the client if the need shall arise. All other post emergent treatment of all weeds shall be treated with no additional billing to the client.

12 Monthly Payments of:	**$444.30**
Annual Contract Total:	**$5,331.62**

Terms & Conditions of Landscape Maintenance Agreement

Proposal ID 33752
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 600 Maple Yukon, OK 73099	Surrey Hills Elementary School 2026 10700 Hastings Ave Yukon, OK 73099

The conditions herein are made part of the Landscape Maintenance Agreement between "**CLIENT**" and **PITZER'S LAWN MANAGEMENT, INC**. hereinafter called "PLM" which authorizes PLM to maintain the CLIENTS Project Location in accordance with the terms and conditions within this contract.

I. Service: PLM shall render service as detailed in the "Annual Maintenance Agreement" for the "Project Location" as described at beginning of this document.

II. Relationship of Parties: The parties intend to establish an independent contractor relationship through this agreement and agree that PLM shall have full power and authority to select the means, method, and manner of performing the work hereunder and are responsible only to the CLIENT for the results required by the terms of this Agreement. It is further agreed that neither PLM or any subcontractor shall be considered or treated as employees or agents of the CLIENT.

III. PLM Agrees:

A. To employ personnel or engage subcontractors to the extent that PLM deems necessary to satisfy the terms and conditions of this agreement and to be solely responsible for the direction, control, and satisfactory completion of the work hereunder.

B. To provide only skilled labor in the performance of the work and to perform all work under this contract in a good and workmanlike manner in accord with generally accepted practices for the work involved.

C. To obtain and pay for all licenses and permits required to do the work covered by this contract, and will comply with all applicable laws, ordinances, rules, and regulations in performing this contract.

D. To maintain insurance as described below at all times when performing work for CLIENT. Certificates evidencing the required insurance shall be delivered to CLIENT prior to commencement of the work, and PLM shall provide that any change or the cancellation of any policies under which certificates are issued be provided to CLIENT prior to expiration.

(1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of PLM engaged in the performance of the work under this contract statutory.

(2) Comprehensive General Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $2,000,000.

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IV. Exclusions: PLM shall not be obligated to repair/replace damages made necessary by the following as determined by joint inspection by PLM and CLIENT.

A. Improper installation, usage or willful abuse by the CLIENT or CLIENT employees or CLIENT subcontractors.

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C. Riots, vandalism or similar nefarious activity not performed by PLM.

D. Acts of Nature including but not limited to: Flood waters, storms, tornados, high winds, lightning, domestic animals, wild animals, freezing temperatures below USDA Zone 7 standards

V. Terms of Contract: The term of this contract shall begin 2/1/2026 , and year to year thereafter unless a contract end date is specified herein 1/31/2027. A first year annual price of $5,331.62 with an annual price increase of 2% to the current years conract value. This contract may be terminated prior to expiration by either party by giving thirty (30) days prior written notice to other party except for reasons stated above in Section IV. Exclusions. 12 equal payments to PLM at current year contract value shall constitute the completion of one year of the agreement. Early termination prior to any full year of the agreement, or subsequent year of the agreement shall, result in prorated charges. Prorated charges shall be calculated by summing total monies paid to PLM against the total value of "Months of Service" provided within the current year agreement. The difference from this calculation shall become due immediately to PLM if amount paid to PLM is less than the calculated value of "Months of Service", or monies due immediately to CLIENT if the amount paid to PLM is greater than calculated value of "Months of Service". Value for "Months of Service" shall be calculated by taking the current year Annual Contract Amount, then multiplied by the 'Annual Monthly Percent' in the list below for each calendar month service was performed by PLM. Annual Monthly Percent: Jan 3%, Feb 4%, Mar 10%, Apr 11%, May 12%, June 12%, July 12%, Aug 12%, Sep 12% Oct 10%, Nov 1%, Dec 1%

VI. Notice: Notices hereunder shall be sufficient if delivered to the other party, or if placed in the United States Mail addressed to the respective parties at the mailing address indicated at beginning of agreement.

Pricing: Proposal may be withdrawn if not accepted within 30 days.

PLM Signature: MY-SIGN **Date of acceptance:** DATE-1

Client Signature: SIGN-1 **Date of acceptance:** DATE-1

Pitzer's LAWN MANAGEMENT, INC
11401 S. Broadway Edmond, OK 73034
T: 405.844.8908 | F: 405.844.1477
www.PitzersLM.com

Landscape Maintenance Agreement

Proposal ID 33753
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 600 Maple Yukon, OK 73099	Yukon Alternative School 2026 946 Poplar Ave Yukon, OK 73099

We propose to furnish landscape services in accordance with the following specifications for the sum as follows:

Lawn Maintenance

Mow, Edge & Trim

Mow all areas weekly during the growing season and biweekly at beginning and end of season to match turf growth. Trash and debris will be removed from turf areas before mowing. Noticeable clippings shall be removed after each mowing is completed. Grass will be edged along all sidewalks and curbs using a metal edger blade and performed with every mowing. Grass will be trimmed around all signs, fence lines, building lines, retaining walls, shrub beds, trees etc. using equipment with monofilament trimmer line. Disposal of clippings and debris shall be at contractor expense. All clippings shall be removed from sidewalks, curbs, parking areas and patios after every mowing to maintain a clean appearance.

Chemical Applications

Weed Control - Turf

Weed control will be applied to all turf areas using a combination of pre and post emergent herbicides at proper label rates. Weed control will always promote a weed free lawn. Poor results will require re-treatment of areas at no additional charge to the client. Nutsedge and Goosegrass may require additional post emergent treatments. At such time, contractor will present an additional price for this service to the client if the need shall arise. All other post emergent treatment of all weeds shall be treated with no additional billing to the client.

12 Monthly Payments of:	**$132.13**
Annual Contract Total:	**$1,585.57**

Terms & Conditions of Landscape Maintenance Agreement

Proposal ID 33753
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 600 Maple Yukon, OK 73099	Yukon Alternative School 2026 946 Poplar Ave Yukon, OK 73099

The conditions herein are made part of the Landscape Maintenance Agreement between "**CLIENT**" and **PITZER'S LAWN MANAGEMENT, INC**. hereinafter called "PLM" which authorizes PLM to maintain the CLIENTS Project Location in accordance with the terms and conditions within this contract.

I. Service: PLM shall render service as detailed in the "Annual Maintenance Agreement" for the "Project Location" as described at beginning of this document.

II. Relationship of Parties: The parties intend to establish an independent contractor relationship through this agreement and agree that PLM shall have full power and authority to select the means, method, and manner of performing the work hereunder and are responsible only to the CLIENT for the results required by the terms of this Agreement. It is further agreed that neither PLM or any subcontractor shall be considered or treated as employees or agents of the CLIENT.

III. PLM Agrees:

A. To employ personnel or engage subcontractors to the extent that PLM deems necessary to satisfy the terms and conditions of this agreement and to be solely responsible for the direction, control, and satisfactory completion of the work hereunder.

B. To provide only skilled labor in the performance of the work and to perform all work under this contract in a good and workmanlike manner in accord with generally accepted practices for the work involved.

C. To obtain and pay for all licenses and permits required to do the work covered by this contract, and will comply with all applicable laws, ordinances, rules, and regulations in performing this contract.

D. To maintain insurance as described below at all times when performing work for CLIENT. Certificates evidencing the required insurance shall be delivered to CLIENT prior to commencement of the work, and PLM shall provide that any change or the cancellation of any policies under which certificates are issued be provided to CLIENT prior to expiration.

(1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of PLM engaged in the performance of the work under this contract statutory.

(2) Comprehensive General Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $2,000,000.

(3) Auto Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $1,000,000.

IV. Exclusions: PLM shall not be obligated to repair/replace damages made necessary by the following as determined by joint inspection by PLM and CLIENT.

A. Improper installation, usage or willful abuse by the CLIENT or CLIENT employees or CLIENT subcontractors.

B. Accident or theft, including fire or explosion, low power or electrical surges not caused by PLM.

C. Riots, vandalism or similar nefarious activity not performed by PLM.

D. Acts of Nature including but not limited to: Flood waters, storms, tornados, high winds, lightning, domestic animals, wild animals, freezing temperatures below USDA Zone 7 standards

V. Terms of Contract: The term of this contract shall begin 2/1/2026 , and year to year thereafter unless a contract end date is specified herein 1/31/2027. A first year annual price of $1,585.57 with an annual price increase of 2% to the current years conract value. This contract may be terminated prior to expiration by either party by giving thirty (30) days prior written notice to other party except for reasons stated above in Section IV. Exclusions. 12 equal payments to PLM at current year contract value shall constitute the completion of one year of the agreement. Early termination prior to any full year of the agreement, or subsequent year of the agreement shall, result in prorated charges. Prorated charges shall be calculated by summing total monies paid to PLM against the total value of "Months of Service" provided within the current year agreement. The difference from this calculation shall become due immediately to PLM if amount paid to PLM is less than the calculated value of "Months of Service", or monies due immediately to CLIENT if the amount paid to PLM is greater than calculated value of "Months of Service". Value for "Months of Service" shall be calculated by taking the current year Annual Contract Amount, then multiplied by the 'Annual Monthly Percent' in the list below for each calendar month service was performed by PLM. Annual Monthly Percent: Jan 3%, Feb 4%, Mar 10%, Apr 11%, May 12%, June 12%, July 12%, Aug 12%, Sep 12% Oct 10%, Nov 1%, Dec 1%

VI. Notice: Notices hereunder shall be sufficient if delivered to the other party, or if placed in the United States Mail addressed to the respective parties at the mailing address indicated at beginning of agreement.

Pricing: Proposal may be withdrawn if not accepted within 30 days.

PLM Signature: MY-SIGN **Date of acceptance:** DATE-1

Client Signature: SIGN-1 **Date of acceptance:** DATE-1

Pitzer's LAWN MANAGEMENT, INC

11401 S. Broadway Edmond, OK 73034
T: 405.844.8908 | F: 405.844.1477
www.PitzersLM.com

Landscape Maintenance Agreement

Proposal ID 33754
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 600 Maple Yukon, OK 73099	Yukon High School 2026 1777 S. Yukon Parkway Yukon, OK 73099

We propose to furnish landscape services in accordance with the following specifications for the sum as follows:

Lawn Maintenance

Mow, Edge & Trim

Mow all areas weekly during the growing season and biweekly at beginning and end of season to match turf growth. Trash and debris will be removed from turf areas before mowing. Noticeable clippings shall be removed after each mowing is completed. Grass will be edged along all sidewalks and curbs using a metal edger blade and performed with every mowing. Grass will be trimmed around all signs, fence lines, building lines, retaining walls, shrub beds, trees etc. using equipment with monofilament trimmer line. Disposal of clippings and debris shall be at contractor expense. All clippings shall be removed from sidewalks, curbs, parking areas and patios after every mowing to maintain a clean appearance.

Chemical Applications

Weed Control - Turf

Weed control will be applied to all turf areas using a combination of pre and post emergent herbicides at proper label rates. Weed control will always promote a weed free lawn. Poor results will require re-treatment of areas at no additional charge to the client. Nutsedge and Goosegrass may require additional post emergent treatments. At such time, contractor will present an additional price for this service to the client if the need shall arise. All other post emergent treatment of all weeds shall be treated with no additional billing to the client.

12 Monthly Payments of:	**$2,953.91**
Annual Contract Total:	**$35,446.92**

Terms & Conditions of Landscape Maintenance Agreement

Proposal ID 33754
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 600 Maple Yukon, OK 73099	Yukon High School 2026 1777 S. Yukon Parkway Yukon, OK 73099

The conditions herein are made part of the Landscape Maintenance Agreement between "**CLIENT**" and **PITZER'S LAWN MANAGEMENT, INC**. hereinafter called "PLM" which authorizes PLM to maintain the CLIENTS Project Location in accordance with the terms and conditions within this contract.

I. Service: PLM shall render service as detailed in the "Annual Maintenance Agreement" for the "Project Location" as described at beginning of this document.

II. Relationship of Parties: The parties intend to establish an independent contractor relationship through this agreement and agree that PLM shall have full power and authority to select the means, method, and manner of performing the work hereunder and are responsible only to the CLIENT for the results required by the terms of this Agreement. It is further agreed that neither PLM or any subcontractor shall be considered or treated as employees or agents of the CLIENT.

III. PLM Agrees:

A. To employ personnel or engage subcontractors to the extent that PLM deems necessary to satisfy the terms and conditions of this agreement and to be solely responsible for the direction, control, and satisfactory completion of the work hereunder.

B. To provide only skilled labor in the performance of the work and to perform all work under this contract in a good and workmanlike manner in accord with generally accepted practices for the work involved.

C. To obtain and pay for all licenses and permits required to do the work covered by this contract, and will comply with all applicable laws, ordinances, rules, and regulations in performing this contract.

D. To maintain insurance as described below at all times when performing work for CLIENT. Certificates evidencing the required insurance shall be delivered to CLIENT prior to commencement of the work, and PLM shall provide that any change or the cancellation of any policies under which certificates are issued be provided to CLIENT prior to expiration.

(1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of PLM engaged in the performance of the work under this contract statutory.

(2) Comprehensive General Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $2,000,000.

(3) Auto Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $1,000,000.

IV. Exclusions: PLM shall not be obligated to repair/replace damages made necessary by the following as determined by joint inspection by PLM and CLIENT.

A. Improper installation, usage or willful abuse by the CLIENT or CLIENT employees or CLIENT subcontractors.

B. Accident or theft, including fire or explosion, low power or electrical surges not caused by PLM.

C. Riots, vandalism or similar nefarious activity not performed by PLM.

D. Acts of Nature including but not limited to: Flood waters, storms, tornados, high winds, lightning, domestic animals, wild animals, freezing temperatures below USDA Zone 7 standards

V. Terms of Contract: The term of this contract shall begin 2/1/2026 , and year to year thereafter unless a contract end date is specified herein 1/31/2027. A first year annual price of $35,446.92 with an annual price increase of 2% to the current years conract value. This contract may be terminated prior to expiration by either party by giving thirty (30) days prior written notice to other party except for reasons stated above in Section IV. Exclusions. 12 equal payments to PLM at current year contract value shall constitute the completion of one year of the agreement. Early termination prior to any full year of the agreement, or subsequent year of the agreement shall, result in prorated charges. Prorated charges shall be calculated by summing total monies paid to PLM against the total value of "Months of Service" provided within the current year agreement. The difference from this calculation shall become due immediately to PLM if amount paid to PLM is less than the calculated value of "Months of Service", or monies due immediately to CLIENT if the amount paid to PLM is greater than calculated value of "Months of Service". Value for "Months of Service" shall be calculated by taking the current year Annual Contract Amount, then multiplied by the 'Annual Monthly Percent' in the list below for each calendar month service was performed by PLM. Annual Monthly Percent: Jan 3%, Feb 4%, Mar 10%, Apr 11%, May 12%, June 12%, July 12%, Aug 12%, Sep 12% Oct 10%, Nov 1%, Dec 1%

VI. Notice: Notices hereunder shall be sufficient if delivered to the other party, or if placed in the United States Mail addressed to the respective parties at the mailing address indicated at beginning of agreement.

Pricing: Proposal may be withdrawn if not accepted within 30 days.

PLM Signature: MY-SIGN **Date of acceptance:** DATE-1

Client Signature: SIGN-1 **Date of acceptance:** DATE-1

Pitzer's LAWN MANAGEMENT, INC
11401 S. Broadway Edmond, OK 73034
T: 405.844.8908 | F: 405.844.1477
www.PitzersLM.com

Landscape Maintenance Agreement

Proposal ID 33755
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 600 Maple Yukon, OK 73099	Yukon Middle School 2026 801 Garth Brooks Blvd Yukon, OK 73099

We propose to furnish landscape services in accordance with the following specifications for the sum as follows:

Lawn Maintenance

Mow, Edge & Trim

Mow all areas weekly during the growing season and biweekly at beginning and end of season to match turf growth. Trash and debris will be removed from turf areas before mowing. Noticeable clippings shall be removed after each mowing is completed. Grass will be edged along all sidewalks and curbs using a metal edger blade and performed with every mowing. Grass will be trimmed around all signs, fence lines, building lines, retaining walls, shrub beds, trees etc. using equipment with monofilament trimmer line. Disposal of clippings and debris shall be at contractor expense. All clippings shall be removed from sidewalks, curbs, parking areas and patios after every mowing to maintain a clean appearance.

Chemical Applications

Weed Control - Turf

Weed control will be applied to all turf areas using a combination of pre and post emergent herbicides at proper label rates. Weed control will always promote a weed free lawn. Poor results will require re-treatment of areas at no additional charge to the client. Nutsedge and Goosegrass may require additional post emergent treatments. At such time, contractor will present an additional price for this service to the client if the need shall arise. All other post emergent treatment of all weeds shall be treated with no additional billing to the client.

12 Monthly Payments of:	**$867.02**
Annual Contract Total:	**$10,404.24**

Terms & Conditions of Landscape Maintenance Agreement

Proposal ID 33755
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 600 Maple Yukon, OK 73099	Yukon Middle School 2026 801 Garth Brooks Blvd Yukon, OK 73099

The conditions herein are made part of the Landscape Maintenance Agreement between "**CLIENT**" and **PITZER'S LAWN MANAGEMENT, INC**. hereinafter called "PLM" which authorizes PLM to maintain the CLIENTS Project Location in accordance with the terms and conditions within this contract.

I. Service: PLM shall render service as detailed in the "Annual Maintenance Agreement" for the "Project Location" as described at beginning of this document.

II. Relationship of Parties: The parties intend to establish an independent contractor relationship through this agreement and agree that PLM shall have full power and authority to select the means, method, and manner of performing the work hereunder and are responsible only to the CLIENT for the results required by the terms of this Agreement. It is further agreed that neither PLM or any subcontractor shall be considered or treated as employees or agents of the CLIENT.

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(1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of PLM engaged in the performance of the work under this contract statutory.

(2) Comprehensive General Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $2,000,000.

(3) Auto Liability Insurance with limits of not less than Bodily Injury $1,000,000, Property Damage $1,000,000.

IV. Exclusions: PLM shall not be obligated to repair/replace damages made necessary by the following as determined by joint inspection by PLM and CLIENT.

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B. Accident or theft, including fire or explosion, low power or electrical surges not caused by PLM.

C. Riots, vandalism or similar nefarious activity not performed by PLM.

D. Acts of Nature including but not limited to: Flood waters, storms, tornados, high winds, lightning, domestic animals, wild animals, freezing temperatures below USDA Zone 7 standards

V. Terms of Contract: The term of this contract shall begin 2/1/2026 , and year to year thereafter unless a contract end date is specified herein 1/31/2027. A first year annual price of $10,404.24 with an annual price increase of 2% to the current years conract value. This contract may be terminated prior to expiration by either party by giving thirty (30) days prior written notice to other party except for reasons stated above in Section IV. Exclusions. 12 equal payments to PLM at current year contract value shall constitute the completion of one year of the agreement. Early termination prior to any full year of the agreement, or subsequent year of the agreement shall, result in prorated charges. Prorated charges shall be calculated by summing total monies paid to PLM against the total value of "Months of Service" provided within the current year agreement. The difference from this calculation shall become due immediately to PLM if amount paid to PLM is less than the calculated value of "Months of Service", or monies due immediately to CLIENT if the amount paid to PLM is greater than calculated value of "Months of Service". Value for "Months of Service" shall be calculated by taking the current year Annual Contract Amount, then multiplied by the 'Annual Monthly Percent' in the list below for each calendar month service was performed by PLM. Annual Monthly Percent: Jan 3%, Feb 4%, Mar 10%, Apr 11%, May 12%, June 12%, July 12%, Aug 12%, Sep 12% Oct 10%, Nov 1%, Dec 1%

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PLM Signature: MY-SIGN **Date of acceptance:** DATE-1

Client Signature: SIGN-1 **Date of acceptance:** DATE-1

Pitzer's LAWN MANAGEMENT, INC
11401 S. Broadway Edmond, OK 73034
T: 405.844.8908 | F: 405.844.1477
www.PitzersLM.com

Landscape Maintenance Agreement

Proposal ID 33756
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 600 Maple Yukon, OK 73099	Yukon Public Schools Administration Bldg 600 Maple Yukon, OK 73099

We propose to furnish landscape services in accordance with the following specifications for the sum as follows:

Lawn Maintenance

Mow, Edge & Trim

Mow all areas weekly during the growing season and biweekly at beginning and end of season to match turf growth. Trash and debris will be removed from turf areas before mowing. Noticeable clippings shall be removed after each mowing is completed. Grass will be edged along all sidewalks and curbs using a metal edger blade and performed with every mowing. Grass will be trimmed around all signs, fence lines, building lines, retaining walls, shrub beds, trees etc. using equipment with monofilament trimmer line. Disposal of clippings and debris shall be at contractor expense. All clippings shall be removed from sidewalks, curbs, parking areas and patios after every mowing to maintain a clean appearance.

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12 Monthly Payments of:	**$333.69**
Annual Contract Total:	**$4,004.32**

Terms & Conditions of Landscape Maintenance Agreement

Proposal ID 33756
Proposal Date 02/13/2026
Contract Start Date 02/01/2026

Submitted To	Project Location
Mike Workman Yukon Public Schools 600 Maple Yukon, OK 73099	Yukon Public Schools Administration Bldg 600 Maple Yukon, OK 73099

The conditions herein are made part of the Landscape Maintenance Agreement between "**CLIENT**" and **PITZER'S LAWN MANAGEMENT, INC**. hereinafter called "PLM" which authorizes PLM to maintain the CLIENTS Project Location in accordance with the terms and conditions within this contract.

I. Service: PLM shall render service as detailed in the "Annual Maintenance Agreement" for the "Project Location" as described at beginning of this document.

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C. Riots, vandalism or similar nefarious activity not performed by PLM.

D. Acts of Nature including but not limited to: Flood waters, storms, tornados, high winds, lightning, domestic animals, wild animals, freezing temperatures below USDA Zone 7 standards

V. Terms of Contract: The term of this contract shall begin 2/1/2026 , and year to year thereafter unless a contract end date is specified herein 1/31/2027. A first year annual price of $4,004.32 with an annual price increase of 2% to the current years conract value. This contract may be terminated prior to expiration by either party by giving thirty (30) days prior written notice to other party except for reasons stated above in Section IV. Exclusions. 12 equal payments to PLM at current year contract value shall constitute the completion of one year of the agreement. Early termination prior to any full year of the agreement, or subsequent year of the agreement shall, result in prorated charges. Prorated charges shall be calculated by summing total monies paid to PLM against the total value of "Months of Service" provided within the current year agreement. The difference from this calculation shall become due immediately to PLM if amount paid to PLM is less than the calculated value of "Months of Service", or monies due immediately to CLIENT if the amount paid to PLM is greater than calculated value of "Months of Service". Value for "Months of Service" shall be calculated by taking the current year Annual Contract Amount, then multiplied by the 'Annual Monthly Percent' in the list below for each calendar month service was performed by PLM. Annual Monthly Percent: Jan 3%, Feb 4%, Mar 10%, Apr 11%, May 12%, June 12%, July 12%, Aug 12%, Sep 12% Oct 10%, Nov 1%, Dec 1%

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Pricing: Proposal may be withdrawn if not accepted within 30 days.

PLM Signature: MY-SIGN **Date of acceptance:** DATE-1

Client Signature: SIGN-1 **Date of acceptance:** DATE-1

Yukon Public Schools
Title I Comparability Compliance Procedures
ESEA 1118 (c)(A)(B)(2)

Yukon Public Schools designates the Assistant Superintendent of Human Resources and the Assistant Superintendent of Curriculum, Instruction and Assessment as Title I Coordinators for the District, hereafter referred to as "Title I Coordinator."

It is the responsibility of the Title I Coordinator to ensure Yukon Public Schools remains in compliance with the comparability requirement set forth in ESEA 118 (c)(A)(B)(2). To be eligible to receive Title I funds, Yukon Public Schools must use state and local funds to provide services in Title I schools that are at least comparable to services provided in non-Title I schools.

The Title I Coordinator shall perform the calculations annually using the forms and guidance provided by the State Department of Education. It is essential that the calculations be made as close to the beginning of the school year as possible, but in no event later than October 31st to allow for necessary reallocation of resources with minimum disruption to students should any school be found not to be receiving comparable services. Yukon Public Schools will use the reporting documents provided by the State Department of Education, as well as comply with any and all deadlines issued by the State Department of Education.

The measures used to determine comparability will be the student/instructional staff ratios of the current year and the expenditures per pupil from the previous year. These calculations will be applied uniformly across all schools. Pre-K students are excluded from these calculations.

If the calculation indicates that a school is not receiving comparable services, the Title I Coordinator will take immediate steps to reallocate resources as early in the school year as possible and with minimum disruption to the learning environment. Appropriate steps may include, but need not be limited to, reallocation of materials or supplies, or reassignment of personnel.

The Title I Coordinator will ensure that all comparability reports, records and source documentation demonstrating the methods and results of Yukon Public Schools' comparability analysis are retained for three years for audit purposes. Yukon Public Schools will also maintain up-to-date records of having established and implemented a district-wide salary schedule.

The suggested timeline to facilitate maintaining continual compliance with the comparability requirements is listed below:

January-April

· Engage in district-level budget (State and local funds) discussions concerning staff assignments and the distribution of equipment and materials for the purpose of ensuring compliance with Title I comparability requirements for the upcoming school year, as well as ensuring equitable services for all students of Yukon Public Schools.

June

· The Title I Coordinator will obtain preliminary information from the appropriate LEA Staff
· The Title I Coordinator will identify Title I and Non-Title I schools

October

· The Title I Coordinator will collect data and meet with the appropriate staff to calculate comparability, based on the current year's Accreditation Report.
· The Title I coordinator will make corrections to Title I schools, should the calculations not demonstrate comparability

November

· The Title I Coordinator will reconvene appropriate LEA staff to address any outstanding issues.
·

Every attempt will be made to follow this timeline to minimize the potential for disruption in the middle of a school year, should adjustments need to be made to ensure that Title I schools are comparable to non-Title I schools.

YUKON PUBLIC SCHOOLS

Yukon Alternative School
946 Poplar Avenue, Yukon, OK 73099
Ph: 405-350-2650

April 8th, 2026

Mrs. Young
Oklahoma State Department of Education
Accreditation Division
2500 North Lincoln Boulevard, Suite 210
Oklahoma City, OK 73105-4599

Dear Mrs. Young:

This letter is for submission of a Deregulation Application for the continued authorization for a four-day school week with Friday as a make-up day in our Yukon Alternative Education Program.

Yukon Alternative School has been operating under a four-day program for the last **sixteen** years with amazing success. We keep Friday as a mandatory make-up day, and this has provided an essential tool for students to maintain our attendance requirements. Pending support from OSDE, it is our plan to continue this schedule indefinitely due to its proven effectiveness in eliminating attendance issues in our program.

As in the past approvals, we would like to request this waiver be approved for three consecutive school years including 2026-2027, 2027-2028, 2028-2029 as directed and allowed in the Deregulation Application Instructions.

Thank you for your review of this application.

Sincerely,

Mr. Keith Sinor
Superintendent - Yukon Public Schools
Enclosures

OKLAHOMA STATE DEPARTMENT OF
EDUCATION
CHAMPION EXCELLENCE

STATUTORY WAIVER/DEREGULATION APPLICATION INSTRUCTIONS

(Oklahoma Deregulation Act, 70 O.S. § 3-124, et seq.)

Accreditation Standards Division
email to sde.Accreditation@sde.ok.gov

Statutory Waivers/Deregulations for the next year will be accepted from April 1 through October 1, with the following exceptions:

- Resignation of staff causing changes in library media service requirements after October 1.

Other waivers/deregulations such as teachers attending school to obtain library media specialist certificates, alternative school abbreviated days, and waivers of alternative school coop agreements, should all be decided and applied for by October 1st of the current school year.
(For submission of a Statutory Waiver/Deregulation after October 1, call Accreditation, (405) 521-3335.)

NOTE: Beginning July 1, 2018, waivers and deregulations can be requested for three years. *(Library Media Specialist Certificate Exemption must provide proof of enrollment for the applicant every year. Library Media Services must provide a schedule of operation every year.)*

If you need technical assistance, please discuss the application with the Accreditation Division, (405) 521-3335.

Preparing the Statutory Waiver/Deregulation

1. **Submit a cover letter on school letterhead**, with the superintendent's signature, with a brief explanation of the request for a statutory waiver/deregulation.

2. Complete entire cover page.
   - Original signatures of the Superintendent, Principals, Board President and notary with a stamp/seal are required.
   - Cite the statute/OAC number in Title 70 or the Oklahoma Administrative Code to be waived (See below).
   - **The questionnaire following the cover sheet must be answered in order to process the application.**
   - **For Library Media Specialist** (teacher obtaining their LMS degree & certification), the teacher affected must include a letter of their intent to obtain the degree/certificate and proof of their enrollment in classes at a qualified university/college for the area of study.
   - **For adjunct teacher waivers:** Application must include board minutes approving the teacher as an adjunct (For those teaching more than three hours per day, 270 hours per semester).
   - **For abbreviated day deregulation:** Application must include a schedule of hours of instruction and numbers of days taught per week.
   - **For library media services deregulation:** Application must include a schedule of operation for the library, hours the library is open and a list of who is scheduled to cover those hours.

❸ A Statutory Waiver/Deregulation can be requested for the following statutes and Oklahoma Administrative Codes:

STATUTORY WAIVERS

- 70 O.S. § 1-112 - **Saturday School**
- 70 O.S. § 6-122.3 - **Adjunct Teachers** - teaching for more than three hours a day or 270 clock hours per semester.
- 70 O.S. § 3-126 - **Library Media Specialist/waive certification only** - teacher attending college/university to obtain Library Media Specialist certification.
- 70 O.S. § 1210.568 - **COOP Agreement** - When a public school wants to serve fewer than 10 students in the alt ed program instead of COOPing with other districts.

NOTE: Statute 70 O.S. § 1-111 - Two Instructional Days in a 24 Hour Period (Parent Teacher Conference) and 70 O.S. § 1-109 - Extended/Flexible Day no longer requires a statutory waiver.

DEREGULATIONS

- OAC 210:35-5-71 - **Library Media Services Elementary School** - School is changing the standard of library services for their size school.
- OAC 210:35-7-61 - **Library Media Services Middle School** - School is changing the standard of library services for their size school.
- OAC 210:35-9-71 - **Library Media Services Secondary School** - School is changing the standard of library services for their size school.
- OAC 210:35-29-2 - **Abbreviated Day Alternative Education** - Use both citations for an alternative school to operate with abbreviated hours, less than four hours and 12 minutes of instruction per day, five days a week, or 756 hours per year.
- OAC 210:35-3-46 - **Superintendent, Elementary & Secondary Principal certificate** - serve as High School and Elementary School Principal with a school enrollment more than 500 (requires a dereg.)

NOTE: OAC 210:35-5-42 & 210:35-9-43 - Planning Period Deregulations, no longer requires a deregulation.

In addition, the ***School District Empowerment Program***, 70 O.S. § 3-129.11, allows a local school district to request to the State Board of Education an exemption from all statutory requirements and State Board of Education rules from which charter schools are currently exempt.

SCHOOL SITE STATUTORY WAIVER/DEREGULATION APPLICATION
for 20 26 – 20 29 school year

Canadian
COUNTY

Yukon
SCHOOL DISTRICT

600 Maple
SCHOOL DISTRICT MAILING ADDRESS

Yukon
CITY

73099
ZIP CODE

Yukon Alternative Learning Experience
NAME OF SITE

Jody Pendleton 2-16-26
PRINCIPAL SIGNATURE* DATE

PRINCIPAL SIGNATURE* DATE

PRINCIPAL SIGNATURE* DATE

Keith Sinor
SUPERINTENDENT NAME (PLEASE PRINT)

keith.sinor@yukonps.com
SUPERINTENDENT E-MAIL ADDRESS

SUPERINTENDENT SIGNATURE* DATE

I hereby certify that this waiver/deregulation application was approved by our local board of education at the meeting on _____, 20____

BOARD PRESIDENT SIGNATURE*

NOTARY SEAL →

NOTARY DATE

COMMISSION EXPIRATION DATE

Statute/Oklahoma Administrative Code to be Waived: 210:35-29-2
(specify statute or OAC (deregulation) number: (see instructions)

*Original signatures are required. The attached questionnaire must be answered to process.**

THE WAIVER/DEREGUALTION IS REQUESTED FOR:

_____ One Year Only

✔ Three Years*

*Please see instruction page for additional requirements for a three year request

SDE USE ONLY

PROJECT YEARS
_____ of _____

ENROLLMENT

_____ High School

_____ Jr./Middle High

_____ Elementary

0 **District Total**

DATE RECEIVED

70 O.S. _____

OAC _____

NAME OF WAIVER

A. Reason for the Deregulation request. Please include how your students would benefit from this deregulation, what alternative means will have to be employed, and negative effects on your alternative education population if your waiver was to be denied.

Attendance is one of the most significant factors in dealing with at-risk students. In the past, we have not had any recourse for addressing attendance issues, except to dismiss the student. After trying several unsuccessful punitive strategies, we devised a positive reward policy based on a four-day week. For the past sixteen years, we have operated under this schedule. This has been extremely successful for our program. This schedule allows working students and parenting teens to conduct business (i.e. Dr.s appt. etc.) on the scheduled day off, or allows them to make up time missed for unavoidable absences, thereby reducing and eliminating attendance issues. If our waiver is denied, we will be set back to previous unsuccessful attempts to reduce attendance issues.

B. List alternate strategies/plans which the district/site proposes, and how this plan will best serve the students of your alternative education program, i.e., a description of the educational benefits to the students, graduation rate if a waiver has been awarded prior to this year, and the result of the previous years alternative education audit.

The attendance strategy we are using under our four-day deregulation consists of a 4.25 hour day for the Alt. Ed. students with Friday reserved as a make-up day. They attend Mon-Thurs and if they miss a day for any reason, they are required to attend Friday. All time missed is made up by the end of the week. The educational benefits are that the students work very diligently to have perfect attendance during the week to avoid the Friday make-up day. Also, with a 4.25 hour session, these students are able to stay focused and complete actually more work than previous schedules have produced. This schedule also allows us to offer multiple sessions each day to accommodate each student's needs. Due to the condensed schedule, our most at-risk students have shown the most improvement. The graduation rate for Yukon Alternative has been 95%-99% since we implemented this policy. Our attendance is usually 100% with exceptions for bereavement or in hospital stays.

C. Educational impact to the district: Results of the Statutory Waiver, i.e., effect on student performance levels, and predicted graduation rate.

This has served our district in a very positive way by almost completely eliminating absences for Alt. Ed. students. My observations over the past sixteen years of using this schedule have been that at-risk students perform much better on a reduced schedule that consists of focusing on academic goals and allowing them to move at an accelerated pace. When I eliminated the attendance discipline measures, my students have shown great progress, and our graduation rate has stated consistently between 95-99%. The positive impact on our High School has been to allow us to continue to serve more students by having more sessions during the school day. Extending the hours would require reducing the number of students due to our limited space and staff. Overall, this schedule has been very beneficial to our students and district. 100% of our staff support and recommend this schedule.

D. Timeline: Please submit class schedule, calendars, assessment forms and other attachments as necessary, or described in instructions. A waiver/deregulation can be granted for up to 3 years. (Please see instructions for additional requirements)

Y.A.L.E. Class Schedules:
A.M. 8:00a.m. - 12:15p.m.
P.M. 11:00a.m. - 3:15p.m.
12:00p.m. - 4:15p.m.
Friday Make-up day: 8:00a.m.-12:15p.m.
YALE Teachers Hours: 157 day contract
Mon-Thurs 7:25-3:35
Fridays 7:30-1:30
Calendar Enclosed

E. Any financial impact to the District (positive or negative) for the proposed waiver/deregulation? If positive please describe where the available would be reallocated.

Financial impacts to the district include:
Full-time aide salaries reduced by 70 hours.
Utility expenses reduced by 35 days.
Reduction of special bus services for Alt. Ed. by 35 days.
Positive financial impact reallocated to Y.A.L.E.

F. Describe method of assessment or evaluation of effectiveness of the plan both for staff and students, I.E., TLE, ACT scores, graduation rates, RSA, School Report Card, etc.

Evaluation of effectiveness has been measured by monitoring attendance, graduation rate, overall school retention rate and OSDE evaluations of our program.
For the last three years our success rate was 98%-99%.
We also have a 100% compliance rating on our OSDE Alternative Education Evaluation. (Enclosed)
All students met State Testing requirements for graduation.
My OKTLE rating for staff all range from Highly Effective to Superior.
Staff report very positive feedback on this schedule which is imperative for teacher retention.

** You will be contacted if more information is needed to process this request.

Yukon Public Schools
2026-2027
Website: www.yukonps.com

JULY 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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AUGUST 2026

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14

SEPTEMBER 2026

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20

OCTOBER 2026

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18

NOVEMBER 2026

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16

DECEMBER 2026

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14

JANUARY 2027

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31						

18

FEBRUARY 2027

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19

MARCH 2027

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18

APRIL 2027

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21

MAY 2027

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15

JUNE 2027

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0

TEACHER/PARENT INFORMATION	
Teacher Workdays (4)	Elem Aug 10, Sec Aug 7; Aug 11, Jan 4, May 24
District PD/Site PD (4)	Elem Aug 10, Sec Aug 7; Both Aug 5,6 ; Sep 21 Feb 15
Back to School Night	TBD
Employee Breakfast	TBD
1st day of School	Aug 12
Parent/Teacher Conf (PK-6th)	Oct 5 Mar 8
Parent/Teacher Conf (7th-12th)	Oct 6, Mar 9
Parent/Teacher Conf (Combined)	Oct 8, Mar 11
Last Day of School	May 21
Graduation Commencement (tentative)	TBD

STUDENTS OUT: NO SCHOOL	
Sep 7	Labor Day Weekend
Oct 12-16	Post Conf/Fall Break
Nov 23-27	Thanksgiving Break
Dec 21-Jan 1	Winter Break
Jan 18	MLK Day
Feb 15	Prof Dev
Mar 12	Post Conference
Mar 15-19	Spring Break
Apr 16	No School
May 21	Last Day of School

SEM	Days Taught	Prof Days	Work Days	Total
1	82	4	2	88
2	91	1	2	94
Total	173	5	4	182

Jody Pendleton <jody.pendleton@yukonps.com>

FY25 Alternative Education Evaluation

6 messages

Missy Corn <Missy.Corn@sde.ok.gov> Fri, Oct 4, 2024 at 2:27 PM
To: Jody Pendleton <jody.pendleton@yukonps.com>
Cc: "jason.simeroth@yukonps.com" <jason.simeroth@yukonps.com>

Good Afternoon,

I hope this message finds you well.

I wanted to take a moment to express my appreciation for the opportunity to visit your district's Alternative Education program this week. Thank you for the invaluable work you and your team do; the individualized approach in alternative education truly reflects a deep commitment to supporting each student's unique needs.

Attached, you will find the rubric for your district's program. I encourage you to review it with your alternative education team, counselors, teachers, and administrators. The Oklahoma State Department of Education's Alternative Education team is here to support you in enhancing and advancing your program.

Thank you once again for your dedication.

Best regards,

Missy Corn, M.Ed.
Project Manager, Alternative Education
Office of Accreditation
Oklahoma State Department of Education
2500 N. Lincoln Blvd., Suite 112
Oklahoma City, OK 73105
Cell 405-831-1242

Alternative Educations Website

Subscribe to our newsletter Signing Up here.

2 attachments

Yukon Checklist Fy25.pdf
297K

ALTERNATIVE EDUCATION EVIDENCE CRITERIA REVIEW

SITE INFORMATION

70 O.S. 2011- Revised May 2024

District Yukon District Site Code 091027

LEA or COOP LEA Sending School(s) No

Days Program Meets M-F Hours Program Meets M-F 8:00 to 4:15

Date of Visit 10.3.24 SDE Specialist Missy Corn

STUDENT INFORMATION

Student Slots Available 66 Number of Students Enrolled 66

Number in Attendance Today 62 Dropouts to Date 0

Number of:

IEP Students 11 District IEP Rate 19%

Pregnant/Parenting Students 1 504 Students 9

Concurrent Enrolled Students 0 CTE Students 1

Service Learning Students 0 Internships/Job Shadowing 0

Employed Students 0 Students Receiving Work Study Credit 2

REQUIRED DOCUMENTS

	YES	NO	N/A
A. District Wide Student Needs Assessment - Date Certified: 6.20.24	☑	☐	
B. Alternative Education Plan - Date Certified: 8.16.24	☑	☐	
C. Approved waiver for serving fewer than 10 students (if applicable) Date Approved _____ Approval Year(s) _____	☐	☐	☑
D. Approved Deregulation for Abbreviated Day (If applicable) Date Approved 5.25.23 Approval Year(s) 23-26	☑	☐	☐
E. Copy(ies) of Memorandum of Understanding between LEA & sending school(s)	☐	☐	☑
F. Copy(ies) of Authorization to Pay form from sending school(s)	☐	☐	☑
G. Copy of District Calendar First day of school August 14th, 2024	☑	☐	

SIGNATURES

Missy Corn
Evaluation Committee Signature

10..3.24
Signature Date

Jody Pendleton
Evaluation Committee Signature

10.3.24
Signature Date

Evaluation Committee Signature

Signature Date

ALTERNATIVE EDUCATION EVIDENCE CRITERIA REVIEW

CRITERIA 1 - Allow class sizes and student/teacher ratios which are conducive to effective learning for at-risk students.

	YES	NO	N/A
A. List of names & grades of all students being served in the current year	☑	☐	
B. Number of students from each sending school _____	☐	☐	☑
C. List of teachers and subjects taught	☑	☐	

CRITERIA 2 - Incorporate appropriate structure, curriculum, interaction and reinforcement strategies designed to provide effective instruction.

	YES	NO
A. Reward systems and motivational strategies used to provide targeted supports to struggling students, such as a multi-tiered system of supports (MTSS)	☑	☐
B. Record keeping for attendance, behavior and academic progress	☑	☐
C. Intervention strategies and meeting agendas that reflect discussion of student progress	☑	☐
D. Parent contact sheets with contact dates	☑	☐

CRITERIA 3 - Include an intake and screening process to determine eligibility of students.

	YES	NO
A. Intake packets for 25% of current students (include signed and dated contracts for current year)	☑	☐
B. At-risk identification form on file for every student coded as an Alternative Education student in the WAVE student record system	☑	☐

CRITERIA 4 - Demonstrate that teaching faculty are appropriately certified teachers.

	YES	NO
A. Copy of instructor certification or approved Teaching Out Certification form for all Alternative Education teachers.	☑	☐

1. TOC approval date 4.16.24 (5)

ALTERNATIVE EDUCATION EVIDENCE CRITERIA REVIEW

CRITERIA 5 - Demonstrate that teaching faculty have been selected on the basis of a record of successful work with at-risk students, or personal and educational factors that qualify them for work with at-risk students.

	YES	NO
A. Clearly defined professional development plan for Alternative Education teachers and support personnel (examples: trauma-informed practices, managing aggressive behavior, working with homeless youth, etc.)	☑	☐
B. Evidence of teacher participation in Alternative Education professional development (examples: sign-in sheets, agendas, participation certificates, etc.)	☑	☐

1. Date & location of Regional Meeting attended

Fall OKC Spring OKC

CRITERIA 6 - Reflect appropriate collaborative efforts with state agencies and local agencies serving youth.

	YES	NO
A. List of state and local organizations partnering with the Alternative Education program (should align with Implementation Plan in SSO)	☑	☐
B. Evidence of monthly activities with these organizations (examples: list of meeting agendas, photos, community service projects, dates and sign-in sheets, etc.)	☑	☐

1. Together SW 2. Regional Food Bank
3. Pet and People 4. Patriot Garage

CRITERIA 7 - Provide courses that meet the academic curricula standards adopted by the State Board of Education and additional remedial courses.

	YES	NO
A. Current Oklahoma Academic Standards (OAS) curriculum being used	☑	☐

Online Curriculum Odysseyward

Additional Curriculum API modules

CRITERIA 8 - Offer individualized instruction.

	YES	NO
A. 25% of current students' schedules from the student information system	☑	☐
B. Evidence of individual learning plans detailing student goals, academic plans, graduation plans, individualized instruction, (this is not ICAP).	☑	☐

ALTERNATIVE EDUCATION EVIDENCE CRITERIA REVIEW

CRITERIA 9 - State clear and measurable program goals and objectives.

	YES	NO
A. Clearly stated and aligned program mission with data driven SMART * goals that are written, published and posted *Specific, Measurable, Achievable, Relevant, Time-Bound	☑	☐

CRITERIA 10 - Include counseling and social services components.

	YES	NO
A. Counseling session dates and topics for academic and group sessions	☑	☐
B. Copy of counseling providers certificate or license (current school counselor's teacher certification, or LPC, LADC, LCSW, LMFT of any outside provider(s) partnering with the Alternative Education program)	☑	☐

CRITERIA 11 - Require a plan leading to graduation be developed for each student in the program which will allow the student to participate in graduation exercises at the sending school or district after meeting the requirements of the school district as specified in the individual graduation plan for that student.

	YES	NO
A. Compliance with 70 O.S 1210.508-4 Individualized Career Academic Plan (ICAP) (Summary from ICAP platform of completion for 25% of students)	☑	☐

CRITERIA 12 - Offer Life skills instruction.

	YES	NO
A. Clearly defined curriculum to help students plan for life after high school. (self-sufficiency, employment, etc.)	☑	☐

Curriculum: Charter Strong

CRITERIA 13 - Provide opportunities for hands-on arts education to students, including artist in residency programs coordinated with the Oklahoma Arts Council.

	YES	NO
A. Documentation of monthly integrated art activities (hands-on art activities, field trips or visiting artists/performers, etc.)	☑	☐

ALTERNATIVE EDUCATION EVIDENCE CRITERIA REVIEW

CRITERIA 14 - Provide a proposed annual budget.

	YES	NO
A. Copy of annual proposed budget	☑	☐

CRITERIA 15 - Be appropriately designed to serve middle school, junior high school, and high school students in grades seven through twelve who are most at risk of not completing a high school education for a reason other than identification as a student with disabilities under 70 O.S 13-101.

(Identification as a student with disabilities does not in itself disqualify a student from Alternative Education services, but special education status cannot be the basis for identification as an at-risk student)

	YES	NO
A. Completed end-of-year data survey from previous school year Date Received 5.21.24	☑	☐
B. Photos of Alternative Education program classroom(s), facilities, activity spaces, etc.	☑	☐

CRITERIA 16 - Allow students in the Alternative Education program, who otherwise meet all of the participation requirements, to participate in vocational programs and extracurricular activities at the sending school or district, including but not limited to athletics, band, and clubs.

	YES	NO
A. Roster/schedule of students enrolled in Career Tech Education Programs or on-site vocational programs.	☑	☐
B. Roster/schedule of students in athletics, band, or other activities at the sending school or district (include samples of schedules verifying enrollment activities)	☑	☐

NOTES:

OKLAHOMA STATE DEPARTMENT OF EDUCATION
Alternative Education

Alternative Education

Support Document

Revised: August 2024

Program Name:	Y.A.L.E	**Date of Site Visit:**	10.3.24
District (LEA) or Sponsor:	Yukon	**District Site Code:**	09I027
Specialist Signature:	Missy Corn		

Purpose:	The primary purpose of this rubric is to identify areas of effectiveness and areas in need of improvement based on the 16 criteria in state statute for Alternative Education programs. The effective column is displaying a positive program that shows success for students. The effective column is where the majority of programs will fall with specific programming options that may place a program in the highly effective column in one or more areas.

Criteria Scores:

Criteria 1	6	out of 6 points.	Highly Effective	Criteria 9	3	out of 3 points.	Highly Effective
Criteria 2	14	out of 15 points.	Highly Effective	Criteria 10	11	out of 12 points.	Highly Effective
Criteria 3	12	out of 12 points.	Highly Effective	Criteria 11	3	out of 3 points.	Highly Effective
Criteria 4	3	out of 3 points.	Highly Effective	Criteria 12	3	out of 3 points.	Highly Effective
Criteria 5	5	out of 6 points.	Highly Effective	Criteria 13	3	out of 3 points.	Highly Effective
Criteria 6	3	out of 3 points.	Highly Effective	Criteria 14	3	out of 3 points.	Highly Effective
Criteria 7	3	out of 3 points.	Highly Effective	Criteria 15	12	out of 12 points.	Highly Effective
Criteria 8	9	out of 9 points.	Highly Effective	Criteria 16	6	out of 6 points.	Highly Effective

Needs Assessment Completed:	Yes	**Date Received:**	6.24.24	**Implementation Plan Completed:**	Yes	**Date Received:**	8.20.24
Teaching Out of Certification Exemption Request(s) Received:	Yes	**Date Received:**	4.16.24	**Statutory Waiver Approved**	N/A	**Date Received:**	
First Day of School:	14-Aug-24			**Deregulation for Abbreviated Day Application Approved**	Yes	**Date Received:**	5/2023 (23-26)
List of names and grades of all students received:	Choose one	**Date Received:**		**District representatives attended Alternative Education annual meeting:**	Yes	**Date of Meeting:**	August 27 - Oklahoma Cit
Schools Sending Students to Co-op:	N/A			**Memorandum(s) of Understanding Received (from Co-op Schools)**	N/A	**Authorization to Pay Forms Received:**	Choose one

Criteria 1

Allow class sizes and student/teacher ratios which are conducive to effective learning for at-risk students

Number of Alternative Education students:	66	Number of Alternative Education teachers:	see notes	Student/Teacher Ratio:	1 to 11

Noncompliant		Needs Improvement		Effective		Highly Effective		
0 point ea.	**Score**	**1 point ea.**	**Score**	**2 points ea.**	**Score**	**3 points ea.**	**Score**	
Program did not apply for a waiver to serve less than 10 students.						Waiver was submitted and approved (or waiver not needed).	3	Law
		Student to certified teacher ratio exceeds the recommended class size of 15:1		The program meets the preferred 15:1 ratio.		The program meets the 15:1 ratio expectation, includes additional staff support and re-engaged students (former dropouts) were actively recruited for participation in the program.	3	Best Practice
Noncompliant Total:	0	Needs Improvement Total:	0	Effective Total:	0	Highly Effective Total:	6	

Section Score:	**Highly Effective**	Non-Compliant: 0 Needs Improvement: 1-4 point Effective: 5 points Highly Effective: 6 points
Notes or Recommendations:	Yukon Alt. Ed. Has three class schedules Monday -Thursday 8:00-12;15, 11:00-3:15 or 12:00-4:15. Six teacher with 4 aides, with 1 counselor and 1 principal.	

Criteria 2

Incorporate appropriate structure, curriculum, interaction and reinforcement strategies designed to provide effective instruction

Noncompliant/Ineffective		Needs Improvement		Effective		Highly Effective		
0 point ea.	Score	1 point ea.	Score	2 points ea.	Score	3 points ea.	Score	
The program failed to meet the required minimum daily instructional time of 4 hours and 12 minutes/5 days a week or 756 hours in a 165 day school calendar and does not have a dereg waiver.				The program meets the required minimum daily instructional time of 4 hours and 12 minutes/5 days a week or 756 hours in a 165 day school calendar (or has an approved dereg waiver).	2	The program exceeds the minimum instruction time requirements.		Rule
		Student attendance or academic success data is not used for intervention		Student attendance or academic success data is used for intervention.		Student attendance or academic success data is used for intervention, and data shows improvement.	3	Best Practice
There is no evidence of planning for intervention using PBIS, RTI, and/or MTSS interventions.		There is little evidence of planning for intervention using PBIS, RTI, and/or MTSS interventions.		Teachers and other program staff made efforts to improve attendance, behavior, and academic success using PBIS, RTI, and/or MTSS interventions.		Teachers and other program staff made efforts to improve attendance and academic success using PBIS, RTI, and/or MTSS interventions, and data shows improvement.	3	Best Practice
There are no scheduled opportunities for teachers for to meet for the purpose of reviewing program data.		Scheduled opportunities for teachers to meet for the purpose of reviewing program data are rare and infrequent.		Professional Learning Communities (PLCs) meet quarterly. Meeting outcomes are focused on program data and increasing student growth.		Professional Learning Communities (PLCs) meet monthly and have clearly defined goals that are data driven. Student growth data drives instructional practices.	3	Best Practice
Students and parents/guardians are not informed of academic progress.		Students and parents/guardians are only notified of academic progress when the term ends or there is an issue.		Academic progress is recorded and reviewed with students and family quarterly.		Parents/guardians receive success reports and positive feedback on students' progress. Reporting is not limited to quarterly or negative reports.	3	Best Practice
Noncompliant/Ineffective Total:	**0**	**Needs Improvement Total:**	**0**	**Effective Total:**	**2**	**Highly Effective Total:**	**12**	

Section Score:	Highly Effective	Non-Compliant/Ineffective: 0-3 points	Needs Improvement: 4-9 points	Effective: 10-13 points	Highly Effective: 14-15 points

Notes or Recommendations:	Program has a dereg for 4 hr. 25 minutes 4 days a week. 23-26. Yukon uses PBIS for their interventions and reward system. They use a google document that is visible to the Alt. Ed. staff to help track course completion, attendance, parent contacts and electives. Ms. Pendleton, Ms. Lumin and Ms. Liles review the NWEA for tier 2 and tier 3 interventions. Interventions include, one on one tutoring with sped teacher and book buddies at central elementary. Students are doing small group remediation on Wednesday also.

Criteria 3

Include an intake and screening process to determine eligibility of students

Student Application:	Yes	Intake Committee:	Yes	Student Contract:	Yes	At Risk Identification Form	Yes

Noncompliant/Ineffective		Needs Improvement		Effective		Highly Effective		
0 point ea.	Score	1 point ea.	Score	2 points ea.	Score	3 points ea.	Score	
The program was used in place of special education, credit recovery, remediation or an out-of-school suspension placement.				The program serves students who are at greatest risk of not completing high school for reasons other than a disability.		The program serves students who are at greatest risk of not completing high school for reasons other than a disability, and makes efforts to serve overage/under-credited students.	3	Law
No formal intake and screening process is in place or the process is circumvented.		An intake and screening process is written with one or two staff members making student placement decisions.		A committee, including teachers, school administration, and counselors from traditional and/or alternative education, is involved in the intake and screening process.		A committee, including teachers, school administration, counselors from traditional and/or alternative education, parents, and students, is involved in the intake and screening process.	3	Law/Best Practice
The program does not use student records to determine eligibility in the program.		The program has student records for enrollment in the program including attendance, academics and behavior.		The program has student records for enrollment in the program including attendance, academics, behavior, at-risk assessment, and student contracts.		The program has student records for enrollment in the program in all areas, including attendance, academics, behavior, at-risk assessment, student contracts, student responsibilities, student questionnaire/essay, and parent questionnaire/essay.	3	Best Practice
Program includes students not meeting the definition in the Alternative Education Rules of an at-risk student (Rules 210:35-29-2).				All students enrolled in the program meet the definition of an at-risk student. (Rule 210:35-29-2).		All students enrolled in the program meet the definition of an at-risk student (Rule 210:35-29-2) and the program is accurately described as a "school of choice".	3	Rule
Noncompliant/Ineffective Total:	**0**	**Needs Improvement Total:**	**0**	**Effective Total:**	**0**	**Highly Effective Total:**	**12**	

Section Score:	Highly Effective	Non-Compliant/Ineffective: 0-3 points	Needs Improvement: 4-7 points	Effective: 8-10 points	Highly Effective: 11-12 points

Notes or Recommendations:	Yukon uses a multi-tier intake process to determine eligibility of all students, which includes parents, student, asst principal, counselor at the high school and YALE asst prin, counselor, sped teacher and traditional teachers.

Criteria 4

Demonstrate that teaching faculty are appropriately certified teachers

Noncompliant		Needs Improvement		Effective		Highly Effective		
0 point ea.	Score	1 point ea.	Score	2 points ea.	Score	3 points ea.	Score	
District does not have a certified teacher in the program with an approved Teaching Out of Certification form.				Districts have appropriately certified teachers or an approved Teaching Out of Certification (TOC) form for every teacher who is teaching out of their certified area in the program.		All staff are properly certified to teach at the grade level or specific content area (or have a TOC) and have chosen to work in the alternative setting.	3	Law
Noncompliant Total:	0	**Needs Improvement Total:**	0	**Effective Total:**	0	**Highly Effective Total:**	3	
Section Score:	**Highly Effective**	Non-Compliant: 0 points Needs Improvement: n/a Effective: 2 points Highly Effective: 3 points						
Notes or Recommendations:	YALE has six classroom teachers as well as a special education teacher and school guidance counselor on staff. Each classroom has a classroom aide also.							

Criteria 5

Demonstrate that teaching faculty have been selected on the basis of a record of successful work with at-risk students or personal and educational factors that qualify them for work with at-risk students.

Noncompliant/Ineffective		Needs Improvement		Effective		Highly Effective		
0 point ea.	Score	1 point ea.	Score	2 points ea.	Score	3 points ea.	Score	
District does not provide annual staff PD training nor tools that support the target student population as identified in the District Wide Student Needs Assessment (DWSNA) or at-risk identifier				Alternative Education staff attended 4-6 trainings (fall or spring mtgs., monthly webinars, coffee w/ alted team, or other PD for poverty, trauma, learning disabilities, family instability, cultural differences, etc.)	2	Alternative Education staff attended Fall and Spring regional meetings, AlTed Talks, and Coffee w/ the AltEd team during this school year.		Best Practice
Faculty and staff are assigned to the program because of availability, curriculum certification or administrative convenience and not based on the proven success with students at-risk of school failure		Teachers have no previous experience as an Alternative Education teacher or additional training to work with at-risk students		Staff selected on the basis of previous experience at another OK AltEd program, a record of successful work with at-risk students or personal and educational factors that qualify them for work with at-risk students		Faculty and staff have three or more years experience and have attended professional development each year to improve their understanding of working with at-risk students.	3	Law/Best Practice
Noncompliant/Ineffective Total:	0	**Needs Improvement Total:**	0	**Effective Total:**	2	**Highly Effective Total:**	3	
Section Score:	**Highly Effective**	Non-Compliant/Ineffective: 0-2 points Needs Improvement: 3 points Effective: 4 points Highly Effective: 5-6 points						
Notes or Recommendations:	Program staff visited El Reno and FAME programs last year. Staff participating in the Fall FY25 and Spring FY24 regional meetings. Ms. Pendleton has been trained on non-violent interventions.							

Criteria 6

Reflect appropriate collaborative efforts with state agencies and local agencies serving youth

List of State and Local partnerships:	Together SW Sr Lunch, Regional Food bank, Pet and People , Patriot Garage, OSU ext. Marine, Manna Pantry, Bryson Hunt

Noncompliant		Needs Improvement		Effective		Highly Effective		
0 point ea.	Score	1 point ea.	Score	2 points ea.	Score	3 points ea.	Score	
No collaboration with community agencies		Limited (2-3) effort to actively engage the students with community agencies, organizations or individuals.		Coordinates services across multiple (4 or more) community organizations to provide benefits to the community.		Community service is considered integral to the success of the alternative education program. School leadership meets with partners to plan community service opportunities.	3	Law/ Best Practice
Noncompliant Total:	0	**Needs Improvement Total:**	0	**Effective Total:**	0	**Highly Effective Total:**	3	

Section Score:	Highly Effective	Non-Compliant: 0 points Needs Improvement: 1 point Effective: 2 points Highly Effective: 3 points

Notes or Recommendations:	***Information provided in the district's Alt Ed Implementation Plan in single sign-on should reflect what is actually happening in the program.***

Criteria 7

Provide courses that meet the academic curricula standards adopted by the State Board of Education and additional remedial courses

Primary Curriculum:	Odysseyware	Additional Curriculum offered:	API modules as well as elective classes

Noncompliant		Needs Improvement		Effective		Highly Effective	
0 point ea.	Score	1 point ea.	Score	2 points ea.	Score	3 points ea.	Score
The program does not use evidence based curriculum that meets the minimal state and federal standards.				The program uses evidence-based curriculum that meets state and federal standards.		The program uses evidenced-based curriculum that meets state and federal standards and other curriculum (i.e. project based learning, ancillary materials, self-directed learning).	3
Noncompliant Total:	0	**Needs Improvement Total:**	0	**Effective Total:**	0	**Highly Effective Total:**	3

Section Score:	Highly Effective	Non-Compliant: 0 points Needs Improvement: XX points Effective: 2 points Highly Effective: 3 points

Notes or Recommendations:	API modules have been updated to meet the Oklahoma State Standards.

Criteria 8

Offer individualized instruction

Noncompliant/Ineffective		Needs Improvement		Effective		Highly Effective		
0 point ea.	Score	1 point ea.	Score	2 points ea.	Score	3 points ea.	Score	
Students primarily work independently on an online platform.		There is little evidence of differentiation in the instructional approach used with each individual student.		The individualized instructional plan provides instructional supports for struggling students. (ex. tutoring, check-in w/ teacher/counselor, adjusted hours, internships, etc.)		Program evaluates student's academic progress weekly. Individual instruction is differentiated and personalized to meet the needs of individual students.	3	Law
Students have not created an individualized learning plan		Students have created an individualized learning plan, but no evidence of differentiated personalized services are evident.		Students and teachers monitor the learning plan to track progress, academic achievement, show evidence of meeting targeted goals and post-secondary plans.		In addition to Effective, students can articulate their plan regarding their academic goals, internships, job-shadowing, community involvement, post-secondary plans, etc.	3	Best Practice
Alternative education students' schedules are not entered in the student information system (SIS) correctly.				Alternative education students' schedules are entered in the student information system (SIS) correctly.	2			Best Practice
Noncompliant/Ineffective Total:	**0**	**Needs Improvement Total:**	**0**	**Effective Total:**	**0**	**Highly Effective Total:**	**6**	

Section Score: **Highly Effective**

Non-Compliant/Ineffective: 0-1 points Needs Improvement: 2-4 points Effective: 5-7points Highly Effective: 8 points

This criteria specifically addresses individualized and differentiated instruction for students. It is not ICAP.

Notes or Recommendations: YALE has an individual course plan for each student and offers three daily schedules for students to work. Counselors also meet with students weekly for academic and social services. YALE also offers reading and math remediation tutoring. Student participate in elective interest and future goals surveys. YALE brings in Internships partners and has visits set up with outside post-secondary partners. Exit survey show future career goals and how to enroll in college or career tech programs.

Criteria 9

State clear and measurable program goals and objectives

Noncompliant		Needs Improvement		Effective		Highly Effective		
0 point ea.	Score	1 point ea.	Score	2 points ea.	Score	3 points ea.	Score	
The program does not have written program goals and objectives.		The program's goals are not driven by data from the at-risk student population.		The program developed SMART goals which are data driven and focused on an at-risk population.		In addition to effective, the program's goals and objectives include student voice, are posted, clear to all students, and alive in the daily practices of the school.	3	Law
Noncompliant Total:	**0**	**Needs Improvement Total:**	**0**	**Effective Total:**	**0**	**Highly Effective Total:**	**3**	

Section Score: **Highly Effective**

Non-Compliant: 0 points Needs Improvement: 1 points Effective: 2 points Highly Effective: 3 points

Notes or Recommendations: YALE has a SMART goals for Reading and Math using the NWEA testing platform to track data.

Criteria 10

Include counseling and social services components

Noncompliant/Ineffective		Needs Improvement		Effective		Highly Effective		
0 point ea.	Score	1 point ea.	Score	2 points ea.	Score	3 points ea.	Score	
No counseling services provided.		Counseling services are not available to all students or are provided on an "as needed" basis.		Group and/or individual counseling sessions were readily available to all students every two weeks and include discussion on possible next steps after graduation.		A broad range of weekly group and individual counseling services were provided that encompass academic, career, and social services wellbeing.	3	Best Practice
At-risk indicators and needs assessments were not used to target and plan services for students.		Services for students are generic in nature.		Services for students are based on needs assessment data and at-risk indicators.		Services for students are based on needs assessment data, at-risk indicators and a Multi-Tiered System of Supports (MTSS) and/or parent/guardian/staff/student self referral.	3	Best Practice
Counselors are not adequately certified.				Counseling services are provided by a licensed school counselor and/or LPC, LADC. LCSW, or LMFT.	2			Law
Program does not have partnerships with outside social service agencies.		Limited relationships exist with external support agencies for social service needs.		Additional counseling and social service support are provided. A clear process for identifying additional student support exists.		Collaborative partnerships supporting the social welfare needs of students are offered on a regular basis through a wide range of options. Program actively recruits new support partners through a well-established process.	3	Best Practice
Noncompliant/Ineffective Total:	**0**	**Needs Improvement Total:**	**0**	**Effective Total:**	**2**	**Highly Effective Total:**	**9**	
Section Score:	**Highly Effective**	Non-Compliant/Ineffective: 0-3 points Needs Improvement: 4-5 points Effective: 6-8 points Highly Effective: 9-11 points						
Notes or Recommendations:		Kaylan J. Liles is the YALE school guidance counselor and she meets with students weekly and is available for individuals daily. Gaye Voyles is the Youth and Family LPC and is used as needed. Dian Larson is a Case manager for Youth and Family services, and help with life sills as well. Kaylan Liles has created a MTSS system for YALE students. Oklahoma Counseling Group is available 24/7 for all students in crisis.						

Criteria 11

Require a plan leading to graduation be developed for each student in the program which will allow the student to participate in graduation exercises at the sending school or district after meeting the requirements of the school district as specified in the individual graduation plan for that student; provided, the graduation plan required by this paragraph shall not be separate from the plan required by 70 O.S. 1210.508-4 (Individualized Career Academic Plan (ICAP)).

Noncompliant		Needs Improvement		Effective		Highly Effective		
0 point ea.	Score	1 point ea.	Score	2 points ea.	Score	3 points ea.	Score	
Students are not compliant with the ICAP graduation requirements.		Students' ICAPs are not regularly updated.		ICAP requirements are completed for all students, reviewed quarterly, and include graduation and transitions beyond high school.		Students and teachers are engaged in the development, review, and revision of the graduation plan. Students participate in internships and/or job-shadowing.	3	Law
Noncompliant Total:	0	**Needs Improvement Total:**	0	**Effective Total:**	0	**Highly Effective Total:**	3	
Section Score:	**Highly Effective**	Non Compliant: 0 points	Needs Improvement: 1 points	Effective: 2 points	Highly Effective: 3 points			
Notes or Recommendations:	YALE uses School Links to facilitate career plans for students., along with guest speakers and meeting with their classroom teachers quarterly forICAP requirements. Students also have complete several career assessments during the year.							

Criteria 12

Offer life skills instruction

Noncompliant		Needs Improvement		Effective		Highly Effective		
0 point ea.	Score	1 point ea.	Score	2 points ea.	Score	3 points ea.	Score	
Life skills instruction was not provided		Life skills lessons are not integrated weekly into instruction.		Life skills lessons of interest to students are offered. Lessons are integrated into weekly instruction.		Life skills instruction are offered daily and include long-term transition to self-sufficiency, employment or financial stability, and supportive social relationships for adult life. Topics of lessons vary and are, at times, facilitated by outside agencies.	3	Law/Best Practice
Noncompliant Total:	0	**Needs Improvement Total:**	0	**Effective Total:**	0	**Highly Effective Total:**	3	
Section Score:	**Highly Effective**	Non-Compliant: 0 points	Needs Improvement: 1 point	Effective: 2 points	Highly Effective: 3 points			
Notes or Recommendations:	YALE incorporates life skills into electives and weekly counseling sessions . The district is also using Character Strong to help students become more successful in belonging, well-being and engagment. YALE has several outside partnerships with agencies which include life skill education lessons. Teachers also embed life skills into their classroom discussions.							

Criteria 13

Provide opportunities for hands-on arts education to students, including artist residency programs coordinated with the Oklahoma Arts Council

Noncompliant		Needs Improvement		Effective		Highly Effective		
0 point ea.	Score	1 point ea.	Score	2 points ea.	Score	3 points ea.	Score	
The program does not provide opportunities for students to participate in any fine arts.		Fine Art experiences (drama, music, dance, etc.) are seldom offered as a part of the alternative education program.		Fine arts experiences are infused into the curriculum (fine arts, performance art, visual arts, etc.) monthly.		Fine Arts experiences incorporating artists or musicians (e.g. artists-in-residences, local artists or crafters) are used to enhance the curriculum. Experiences are individualized to match students' interests and learning.	3	Law/Best Practice
Noncompliant Total:	0	**Needs Improvement Total:**	0	**Effective Total:**	0	**Highly Effective Total:**	3	
Section Score:	**Highly Effective**	Non-Compliant: 0 points Needs Improvement: 1 points Effective: 2 points Highly Effective: 3 points						
Notes or Recommendations:	YALE offers Art weekly and has been granted the Oklahoma Art Grant for several years.							

Criteria 14

Provide a proposed annual budget

Noncompliant		Needs Improvement		Effective		Highly Effective		
0 point ea.	Score	1 point ea.	Score	2 points ea.	Score	3 points ea.	Score	
Program did not submit a proposed annual budget by September 1.						Proposed annual budget is complete and turned by September 1.	3	Law
Noncompliant Total:	0	**Needs Improvement Total:**	0	**Effective Total:**	0	**Highly Effective Total:**	3	
Section Score:	**Highly Effective**	Non-Compliant: 0 points Needs Improvement: XX Effective: XX Highly Effective: 3 points						
Notes or Recommendations:								

Criteria 15

Be appropriately designed to serve middle school, junior high school, and high school students in grades seven through twelve who are most at risk of not completing a high school education for a reason other than identification as a student with disabilities under 70 O.S. 13-101. ***(Identification as a student with disabilities does not in itself disqualify a student from alternative education services, but special education status cannot be the basis for identification as an at-risk student.)***

Number of Alternative Education students on an IEP:	11	Number of Alternative Education students on a 504:	9	Percentage of Alternative Education Special Education Students:	17%	District percentage of Special Education Students:	19%

Noncompliant/Ineffective		Needs Improvement		Effective		Highly Effective		
0 point ea.	Score	1 point ea.	Score	2 points ea.	Score	3 points ea.	Score	
Program did not submit a the District Wide Student Needs Assessment (DWSNA) by June 30.						Program submitted the District Wide Student Needs Assessment (DWSNA) by June 30.	3	Law
		Alternative Education students are not provided with standard services (library access, school nutrition, transportation, etc.).		Students are provided with the same standard services as the traditional school (library access, school nutrition, transportation, etc.).		Facilities, instructional materials, and staffing levels support program quality and has a contribution of local funds beyond the state allocation.	3	Best Practice
Students work independently on an on-line curriculum with little to no interaction with teachers or peers				The program was designed to ensure continual daily, personal interaction with certified teacher(s) in the alternative education classroom.		The program was designed to ensure continual, daily, personal interaction with certified teacher(s) in the alternative education classroom, and has a system of support using regular education teachers.	3	Best Practice
Classroom conditions are not conducive to learning for alternative education students.				Classroom has adequate space, light, and amenities conducive to learning.		In addition to EFFECTIVE, classroom space includes multiple classrooms, outdoor space, art space, and/or physical education area.	3	Law/Best Practice
Noncompliant/Ineffective Total:	**0**	**Needs Improvement Total:**	**0**	**Effective Total:**	**0**	**Highly Effective Total:**	**12**	
Section Score:	**Highly Effective**	Non-Compliant/Ineffective: 0-3 points Needs Improvement: 4-7 points Effective: 8-10 points Highly Effective: 11-12 points						
Notes or Recommendations:	YALE has an outdoor classroom area, art room and basketball court on their campus and students have several off campus opportunites as well.							

Criteria 16

Allow students in the alternative education program, who otherwise meet all of the participation requirements, to participate in vocational programs and extracurricular activities at the sending school or district, including but not limited to athletics, band and clubs.

Number of alternative education students attending Career Tech:	1	**Number of alternative education students participating in extra-curricular activities:**	0	**Number of alternative education students employed or in work-study:**	32	**Number of alternative education students participating in internships or job shadowing:**	0

Noncompliant		**Needs Improvement**		**Effective**		**Highly Effective**		
0 point ea.	**Score**	**1 point ea.**	**Score**	**2 points ea.**	**Score**	**3 points ea.**	**Score**	
Due to alternative education program design, students cannot participate in extra-curricular programs or activities.		Students have minimal opportunities to participate in extra-curricular activities with the broader school community.		Students can participate in extra-curricular activities onsite or with sending schools or districts.		The program makes a purposeful effort in promoting student engagement in extra-curricular activities with sending schools or districts.	3	Law/Best Practice
Due to alternative education program design, students cannot participate in vocational programs onsite or at local vocational schools.				Students can participate in vocational programs (if available) onsite or at local vocational schools.		The program makes a purposeful effort in promoting vocational program opportunities (if available) for students. with sending schools or districts.	3	Law/Best Practice
Noncompliant Total:	**0**	**Needs Improvement Total:**	**0**	**Effective Total:**	**0**	**Highly Effective Total:**	**6**	

Section Score: **Highly Effective** Non Compliant: 0-1 points Needs Improvement: 2-3 points Effective: 4-5 points Highly Effective: 6 points

Notes or Recommendations: YALE has minimal career tech students due to the fact they partner with Project Connect at the career center. Last year they had three student participate in extracurricular activities.

Fundraising or Solicitation Request



This form is accepted and voted on by the Board of Education once a year. It must be submitted to the Board secretary no later than 12:00 p.m. on Wednesday, prior to the September Board of Education meeting (see posted Board Meeting dates for current year).

Date: required

02/04/2026 Allowed format is MM/DD/YYYY Ex: 02/09/2026

Organization: required

Yukon Community Engagement

Full Name required

Dawn McDaniel

Employee making request:

Describe the Fund-Raising event: required

I ?? Yukon! Miller Resource Expo is an event to surround our YPS families with resources and assist them with the ever-growing needs before school. We will be offering free school supplies, haircuts, dental screenings, and community resources. We will be raising money to purchase school supplies and other items needed for the for the event.

Beginning Date: required

02/04/2026 Allowed format is MM/DD/YYYY Ex: 02/09/2026

Ending Date: required

08/01/2026 Allowed format is MM/DD/YYYY Ex: 02/09/2026

If items are to be sold, when will they be distributed, and by whom? required

no items to be sold

Can items be purchased locally? required

no

Where will they be purchased? required

no

Will students be utililized? required

- [x] Yes
- [ ] No

If so, how & when? required

Students could possibly be utilized to help volunteer at the day of the event.

Who will handle the money? required

Community Engagement financial secretary

Will money be deposited in Student Activity Account? required

No, not a student activity account, but in the Resource Fair Activity Accour

Percentage of Profit? required

0

Estimated Revenue required

$12,000

How are proceeds to be used? (Be specific) required

Money raised will be used to purchase school supplies for students.

Fund raising events to date: (current school year) required

0

Fund raising planned for remainder of year: (only 1 product sale) required

0

Workflow

Attached Workflow	Direct Rpt > Supervisor > Exec Dir > Act Acct Manager > Supt. Office
Form Status	Submitted
Approval Status	Pending Approval
Submitted Date	02/04/2026 at 03:48 PM
Submitted By	Dawn McDaniel

Workflow Steps

Completed	1	Signed by Dawn McDaniel on 02/04/2026 at 03:49 PM **Signature:** D'Lynne McDaniel
Completed	2	Approved by Scott Hein on 02/04/2026 at 03:56 PM
Completed	3	Sub-Workflow Step Completed
Completed	1	Approved by Scott Hein on 02/04/2026 at 03:57 PM

Completed	1	Approved by Adam Jewell on 02/04/2026 at 05:45 PM
Completed	4	Approved by Matthew Gindhart on 02/09/2026 at 10:23 AM
Current	5	Approval by Group: Superintendent's Office

Dawn McDaniel

----DRAFT----

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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 24 day of February in the year 2026
(In words, indicate day, month, and year.)

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

Yukon Public Schools
600 Maple Street
Yukon, OK 73099

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

Manhattan Construction Company LLC
410 North Walnut Ave. Ste 105
Oklahoma City, OK 73104

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

Skyview Elementary

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

The Stacy Group
8091 N, Owasso Expressway
Owasso, OK 74055

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

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

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

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

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

.1 Design phase milestone dates, if any:

Approximate date for Construction Documents – March 2026

.2 Construction commencement date:

Approximate date for Commencement of Construction – June 2026

.3 Substantial Completion date or dates:

Approximate date for Substantial Completion – August 2026

.4 Other milestone dates:

To be defined in GMP Amendment A

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

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

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

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

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

James Edwards - COO
Email: James.edwards@yukonps.com
Yukon Public Schools
600 Maple Street
Yukon, OK 73099

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

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

.1 Geotechnical Engineer:

.2 Civil Engineer:

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

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

Sean Willis
swillis@stacy-group.com
The Stacy Group

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

Mike Holland Project Director
mholland@manhattanconstruction.com
Manhattan Construction

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

No requirements for staffing of Preconstruction Service

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

Subcontractor procurement in accordance with State Statue

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

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

§ 2.2 Relationship of the Parties

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

§ 2.3 General Conditions

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

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

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

The Work may be divided into several phases or packages which will be ready for commencement of construction before it is appropriate to arrive at an overall Guaranteed Maximum Price for the entire Work. If the Owner elects to proceed before the Parties arrive at an overall Guaranteed Maximum Price, the Construction Manager shall develop "not to exceed" price proposals for any such changes or packages of the Work identified by the Owner. No work, however, will be authorized to commence hereunder until the Parties have entered into a written "Work Authorization Amendment" to

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this Agreement which describes the Work to be performed thereunder, establishes a "not to exceed" price for such Work, and establishes such interim or Substantial Completion dates for such Work as the Parties may agree. Execution by Owner and delivery to Construction Manager of such Work Authorization Amendment shall constitute a Notice To Proceed for the Work specified therein. All such Work Authorization Amendments shall include a Construction Manager Contingency. In addition, Construction Manager shall be allowed __Four_____ percent (_4__%) of the Cost of the Work for its fee for any such Work Authorization until such time as a final Guaranteed Maximum Price is agreed upon by the Parties in which case Article 6 shall control with respect to the total fee to be paid. If two or more Work Authorization Amendments are executed, the "not to exceed" prices, contingencies, and fees for each such Work Authorization shall be combined for all work authorized by existing Work Authorization Amendments.

§ 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 recommendations of the Construction Manager, with respect to construction costs, estimates, budgets and possible economies, are made solely in its capacity as a Construction Manager and are advisory only. Notwithstanding any such recommendations by the Construction Manager, the Architect shall be solely responsible with respect to the design sufficiency of any such recommendations which are incorporated into the Work on the Project. The services to be provided by the Construction Manager, as set forth above, shall in no manner be construed to be professional design services. The Construction Manager may 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 review for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

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§ 3.1.5 Phased Construction

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

§ 3.1.6 Cost Estimates

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

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

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

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

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

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

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

§ 3.1.11 Subcontractors and Suppliers

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

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

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

§ 3.1.12 Procurement

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

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§ 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 as a Construction Manager and not designer under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

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

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

§ 3.2 Guaranteed Maximum Price Proposal

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

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

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

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The Construction Manager's Contingency is to protect the Construction Manager's budget and schedule, including additional costs resulting from, but not limited to, subcontractor defaults, overtime, re-work, delays, commodity shortages (including but not limited to fuel, steel, and concrete) labor shortages, unusual weather and/or unavoidable casualties, or other causes unless due to the gross negligence of the Construction Manager. The above-referenced provision shall apply notwithstanding anything to the contrary in this Agreement including, but not limited to, the limitations set forth in § 6.1.1 below. Notwithstanding the above, it is expressly understood and agreed that, to the extent a change order is warranted under the terms of this Agreement, the Construction Manager's Contingency is not to be used for any costs that are reimbursable pursuant to the terms of such change order. Construction Manager shall provide written notice to Owner in a timely fashion after the Construction Manager has reason to believe that any such item may be charged to Construction Manager's Contingency; however, Owner's approval shall not be required for reimbursement of costs to the Construction Manager from the Construction Manager Contingency. In addition, the Construction Manager shall furnish to Owner upon Owner's request, documentation supporting any expenditures from Construction Manager's Contingency. The Construction Manager Contingency shall be shown in a schedule of values and clearly identified as the Construction Manager Contingency.

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§ 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. . In the event the Construction Manager and Owner are unable to agree upon the Guaranteed Maximum Price Proposal, within ____ days from the date in which the Guaranteed Maximum Price Proposal is submitted to Owner, the Construction Manager may terminate this Agreement and Owner shall reimburse the Construction Manager all costs and fees incurred to the date of termination including any cancellation charges or costs submitted by any third party including, but not limited to, subcontractors or suppliers and including, but not limited to, materials and equipment whether already delivered to the site, being fabricated and pending delivery, as well as those in the process of delivery. Owner shall also pay Construction Manager's fee on said costs.

Upon final completion, any sums remaining in the Construction Manager's Contingency after final payment shall accrue to Owner; provided, however, to the extent that any such sums are remaining in the Construction Manager's Contingency after final payment and the Construction Manager incurs costs and expense arising from the Construction Manager's warranty obligations arising under the one year period for correction of the Work as required by the Contract Documents and Construction Manager is unable to obtain reimbursement for said Work from any subcontractor including such subcontractor's insurer or surety, after exercising reasonable diligence in seeking reimbursement, Owner shall reimburse those reasonable costs incurred by the Construction Manager, to the extent of available funds remaining in Construction Manager's Contingency. Owner shall have no liability for any payment from the remaining Construction Manager's Contingency for warranty work performed after the one year period for correction or invoiced more than 30 days after the end of such correction period. Assessment or payment by the Construction Manager of any deductible or self-insured retention with respect to any such claim shall not be considered as a reimbursement received by the Construction Manager

§ 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, clarifications, and any value management revisions 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 that the Construction Manager becomes aware of between the agreed-upon assumptions, clarifications, and any value management revisions 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.

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

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

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

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

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

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

§ 4.2 Owner's Designated Representative

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

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

§ 4.3 Architect

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

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

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

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

$15,000 for bidding process, bid scoping, document Quality Control review, etc.

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

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

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Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates and compensation for Preconstruction Phase services will be based on the agreed upon rates for staff, insurance, SDI, etc. as listed in the Exhibit to the Agreement for the Construction Manager's personnel providing Preconstruction Phase services on the Project and 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 ( ) 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 45 (forty-five) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

2.5 % two and one-half percent

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

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

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

Construction Manager's fee shall be 4% of the Guaranteed Maximum Price (GMP)

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

4% of the net change in the Cost of Work applicable to such change in the Work

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

Mark ups for Subcontractor's overhead and profit shall not exceed 15%

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed eighty five percent (85 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages:

§ 6.1.6.1 Any provisions for liquidated damages or other delay damages shall only become operative upon the establishment of the Guaranteed Maximum Price for the entire Work and the Construction Manager shall have no liability for liquidated damages or delay damages of any type or character if the Construction Manager and Owner are unable to agree upon a Guaranteed Maximum Price for the entire Work.

§ 6.1.6.2 Expressly conditioned and subject to § 6.1.6.1 above, the Construction Manager agrees that if it fails to achieve Substantial Completion of the Work on or within 30 days from the date of the required Substantial Completion (as agreed upon in Exhibit A), and as said date may be extended as provided herein, the Owner will sustain damages and loss as a result of such failure. In the event the Construction Manager does not substantially complete the Work within thirty (30)

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days of the required Substantial Completion date, as it may be extended as provided herein, the Construction Manager shall pay to Owner $_1,000_____ per calendar day for each day beyond thirty days from the required date of Substantial Completion, as said date may be extended as provided herein, until Substantial Completion is achieved. There is a cap on (a) the total Liquidated Damages to be assessed and paid by the Construction Manager and (b) any costs expended by Owner for supplementing the Work of the Construction Manager to achieve earlier completion of the Work of $__10,000_____. This limitation of liability survives the completion and/or termination of this Agreement. It is the intent of the Parties that the above-referenced limitation shall be interpreted as a limitation on the Construction Manager's liability for any liquidated or delay damages. These limitations shall also apply to any actual damages for delay as may be asserted by Owner if the Liquidated Damage provisions are held unenforceable for any reason.

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

§ 6.2 Guaranteed Maximum Price
The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.
If, upon final completion of the Work, the total of the Construction Manager's Cost of the Work and its Fee is less than the Guaranteed Maximum Price (as it may have been adjusted and exclusive of unused Construction Manager's Contingency), this difference shall be referred to as the "savings" and Owner shall pay to the Construction Manager _0___% of this Savings.

§ 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.

§ 6.3.6 ACCELERATION
§ 6.3.6.1 In the event the Construction Manager shall fall behind schedule for any reason which does not justify a time extension, Owner may, after appropriate notice, require the Construction Manager to accelerate the progress of the Work

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and/or supplement the Work. Notwithstanding the foregoing, the Construction Manager shall not be required to expend funds for acceleration, or for other expenses to recover lost time, nor shall Construction Manager be liable to Owner for any funds or for Owner's supplementation of the Work, in excess of the total of (i) the Liquidated Damages which would have been assessed to the Construction Manager for late completion had the Construction Manager not accelerated the work as requested by the Owner and/or the Owner had not supplemented the work (subject to the cap set forth in § 5.4.2 above) and (ii) the extended overhead the Construction Manager would have incurred for late completion, but for the acceleration of the Construction Manager's Work. In the event the Construction Manager is terminated from its performance on the Project, the Construction Manager's liability for damages resulting from the delay in performance or the Owner's supplementation of the work (including those damages resulting from the Owner directing any replacement contractor to accelerate the work so as to achieve Substantial Completion) shall be similarly limited.

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. . Line item amounts are not guaranteed and are only provided to better define the scope of the Cost of the Work.

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

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

§ 7.2 Labor Costs

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

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

§ 7.2.2.1 Compensation for Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Compensation for 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 compensation, wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3. The above-referenced charges are included within the rates for the employees as set forth in **Exhibit "_D__"** and are fixed and not subject to audit.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, other than a yearly adjustment of 3%, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.2.6 Overtime Charges for labor as required to achieve the Project completion Schedule

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

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

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

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

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

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

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

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

§ 7.6 Miscellaneous Costs
§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents or otherwise agreed to by the Owner. Costs incurred by the Construction Manager because such costs fall within the deductibles or self insured retention of any insurance shall be a reimbursable Cost of the Work. The Construction Manager shall be entitled to reimbursement at such insurance rates disclosed to Owner prior to execution of the Contract, including those set out in **Exhibit "_B__"**, or as otherwise agreed by the parties, and such agreed rates shall not be subject to audit.

§ 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.

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§ 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 knew that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. 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.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's gross 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.

§ 7.6.12 Costs of all project site facilities, including cost of temporary field offices, warehouses, storage, work and service facilities, their furniture and office machines and computers, and job identification signs with their maintenance, removal and overhead expenses. Cost of utilities, including power, water supply, storm and sewer drainage, telephone, internet, and data charges, including their temporary and final connections

§ 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

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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. **The term "related party" includes Cantera Construction Company, Spectrum, Safezone, Rooney Insurance Agency, and Manhattan Road and Bridge companies.**

§ 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 which will be paid per the terms in Article 3.

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

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Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

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

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

ARTICLE 10 ACCOUNTING RECORDS

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

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 30 ( ) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

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

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

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

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

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

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

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§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)
Construction Manager's General Conditions, reimbursement of insurances, bonds, equipment rental, and material purchases,

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)
At the Owner's determination which is contingent upon acceptable prosecution of the Work, retainage shall be reduced by 50% at 50% completion of the Work provided that corresponding consent of surety has been provided.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)
A sum to allow for 100% of the amount, if any, determined in good faith by the Owner as reasonably necessary to cover costs to complete the punchlist or any incomplete Work.

§ 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.

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§ 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 arbitration of the disputed amount.

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

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

§ 11.3 Interest

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

2.5 % two and one-half percent

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 binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

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

§ 12.2 Binding Dispute Resolution

For any Claim , the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

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[X] Arbitration pursuant to Article 15 of AIA Document A201–2017(except with respect to third parties claims as set forth in Section 15 of the AIA Document A201-2017).

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

§ 12.3 Claims Against Construction Manager's Surety or Guarantor

In the event Construction Manager is required to furnish a bond or other guaranty, securing its performance hereunder, Owner agrees that it shall not pursue any action against said surety or guarantor unless and until Owner obtains an arbitration award against Construction Manager (in the event arbitration of a dispute is elected by Construction Manager) and, in such event, shall be limited in any recovery against the surety or guarantor the lesser of (a) the arbitration award against Construction Manager or (b) the amount of the bond or guarantee.

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 including, but not limited to, all costs and fees incurred and committed to the date of termination including any cancellation charges or costs submitted by third parties including subcontractors or suppliers including, but not limited to, materials and equipment whether already delivered to the site, being fabricated and pending delivery, as well as those in the process of delivery;

.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

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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 including cancellation charges by subcontractors or suppliers.

§ 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' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

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

§ 13.2.3 Termination by the Owner for Convenience

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

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

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§ 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 and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the Construction Manager is paid in full for all costs to date and the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided 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 such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract except that the Construction Manager shall not be required to continue work on the Project, in the event of an Owner default with its lender, unless the Construction Manager is fully compensated for all work performed prior to any Owner default and for all subsequent work which may be required

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

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

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million ($ 1,000,000) for each occurrence and Three Million ($ 3,000,000) in the aggregate for bodily injury and property damage.

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

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

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§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million ($ 1,000,000) each accident, One Million ($ 1,000,000) each employee, and One Million ($ 1,000,000) 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 Five Million ($ 5,000,000) per claim and Five Million ($ 5,000,000) in the aggregate.

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

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices 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 If required by the Agreement, the Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:
The Construction Manager's liability to Owner is limited to __25__% of Construction Manager's Fee plus any amounts that are actually paid by the Construction Manager's insurers net of any deductible or self-insured retention. This overall limitation of liability is subject, however, to the sub-limitation of liability with respect to liquidated damages, acceleration costs and costs incurred by Owner to supplement the Construction Manager's Work. This limitation of liability survives the completion and/or termination of the Contract.

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:

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.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 as amended

.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 as amended

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

.6 Other Exhibits:
(Check all boxes that apply.)
- Exhibit A – Guaranteed Maximum Price Amendment
- Exhibit B – Standard Rate Schedule

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

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Keith Sinor Superintendent *(Printed name and title)*	Craig Abbott Manhattan Construction Company LLC *(Printed name and title)*

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Additions and Deletions Report for

AIA® Document A133® – 2019

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PAGE 1

AGREEMENT made as of the 24 day of February in the year 2026

...

Yukon Public Schools
600 Maple Street
Yukon, OK 73099

...

Manhattan Construction Company LLC
410 North Walnut Ave. Ste 105
Oklahoma City, OK 73104

...

Skyview Elementary

...

The Stacy Group
8091 N, Owasso Expressway
Owasso, OK 74055

PAGE 3

Approximate date for Construction Documents – March 2026

...

Approximate date for Commencement of Construction – June 2026

...

Approximate date for Substantial Completion – August 2026

...

To be defined in GMP Amendment A

...

James Edwards - COO

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Email: James.edwards@yukonps.com
Yukon Public Schools
600 Maple Street
Yukon, OK 73099

PAGE 4

Sean Willis
swillis@stacy-group.com
The Stacy Group

...

Mike Holland Project Director
mholland@manhattanconstruction.com
Manhattan Construction

...

No requirements for staffing of Preconstruction Service

...

Subcontractor procurement in accordance with State Statue

PAGE 5

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Allowances, Contractor Clarifications and Assumptions, 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.

...

The Work may be divided into several phases or packages which will be ready for commencement of construction before it is appropriate to arrive at an overall Guaranteed Maximum Price for the entire Work. If the Owner elects to proceed before the Parties arrive at an overall Guaranteed Maximum Price, the Construction Manager shall develop "not to exceed" price proposals for any such changes or packages of the Work identified by the Owner. No work, however, will be authorized to commence hereunder until the Parties have entered into a written "Work Authorization Amendment" to this Agreement which describes the Work to be performed thereunder, establishes a "not to exceed" price for such Work, and establishes such interim or Substantial Completion dates for such Work as the Parties may agree. Execution by Owner and delivery to Construction Manager of such Work Authorization Amendment shall constitute a Notice To Proceed for the Work specified therein. All such Work Authorization Amendments shall include a Construction Manager Contingency. In addition, Construction Manager shall be allowed __Four_____ percent (_4__%) of the Cost of the Work for its fee for any such Work Authorization until such time as a final Guaranteed Maximum Price is agreed upon by the Parties in which case Article 6 shall control with respect to the total fee to be paid. If two or more Work Authorization Amendments are executed, the "not to exceed" prices, contingencies, and fees for each such Work Authorization shall be combined for all work authorized by existing Work Authorization Amendments.

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§ 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 recommendations of the Construction Manager, with respect to construction costs, estimates, budgets and possible economies, are made solely in its capacity as a Construction Manager and are advisory only. Notwithstanding any such recommendations by the Construction Manager, the Architect shall be solely responsible with respect to the design sufficiency of any such recommendations which are incorporated into the Work on the Project. The services to be provided by the Construction Manager, as set forth above, shall in no manner be construed to be professional design services. The Construction Manager may consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

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

...

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

PAGE 7

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

PAGE 8

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance as a Construction Manager and not designer under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

...

§ 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. The Construction Manager's Contingency is to protect the Construction Manager's budget and schedule, including additional costs resulting from, but not limited to, subcontractor defaults, overtime, re-work, delays, commodity shortages (including but not limited to fuel, steel, and concrete) labor shortages, unusual weather and/or unavoidable casualties, or other causes unless due to the gross negligence of the Construction Manager. The above-referenced provision shall apply notwithstanding anything to the contrary in this Agreement including, but not limited to, the limitations set forth in § 6.1.1 below. Notwithstanding the above, it is expressly understood and agreed that, to the

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extent a change order is warranted under the terms of this Agreement, the Construction Manager's Contingency is not to be used for any costs that are reimbursable pursuant to the terms of such change order. Construction Manager shall provide written notice to Owner in a timely fashion after the Construction Manager has reason to believe that any such item may be charged to Construction Manager's Contingency; however, Owner's approval shall not be required for reimbursement of costs to the Construction Manager from the Construction Manager Contingency. In addition, the Construction Manager shall furnish to Owner upon Owner's request, documentation supporting any expenditures from Construction Manager's Contingency. The Construction Manager Contingency shall be shown in a schedule of values and clearly identified as the Construction Manager Contingency.

§ 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. . In the event the Construction Manager and Owner are unable to agree upon the Guaranteed Maximum Price Proposal, within ____ days from the date in which the Guaranteed Maximum Price Proposal is submitted to Owner, the Construction Manager may terminate this Agreement and Owner shall reimburse the Construction Manager all costs and fees incurred to the date of termination including any cancellation charges or costs submitted by any third party including, but not limited to, subcontractors or suppliers and including, but not limited to, materials and equipment whether already delivered to the site, being fabricated and pending delivery, as well as those in the process of delivery. Owner shall also pay Construction Manager's fee on said costs.

Upon final completion, any sums remaining in the Construction Manager's Contingency after final payment shall accrue to Owner; provided, however, to the extent that any such sums are remaining in the Construction Manager's Contingency after final payment and the Construction Manager incurs costs and expense arising from the Construction Manager's warranty obligations arising under the one year period for correction of the Work as required by the Contract Documents and Construction Manager is unable to obtain reimbursement for said Work from any subcontractor including such subcontractor's insurer or surety, after exercising reasonable diligence in seeking reimbursement, Owner shall reimburse those reasonable costs incurred by the Construction Manager, to the extent of available funds remaining in Construction Manager's Contingency. Owner shall have no liability for any payment from the remaining Construction Manager's Contingency for warranty work performed after the one year period for correction or invoiced more than 30 days after the end of such correction period. Assessment or payment by the Construction Manager of any deductible or self-insured retention with respect to any such claim shall not be considered as a reimbursement received by the Construction Manager

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§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon ~~assumptions and clarifications~~ assumptions, clarifications, and any value management revisions 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~~ that the Construction Manager becomes aware of between the agreed-upon assumptions, clarifications, and any value management revisions contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

PAGE 10

§ 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. . Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

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$15,000 for bidding process, bid scoping, document Quality Control review, etc.

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§ 5.1.2.1 Hourly billing rates and compensation for Preconstruction Phase services will be based on the agreed upon rates for staff, insurance, SDI, etc. as listed in the Exhibit to the Agreement for the Construction Manager's personnel providing Preconstruction Phase services on the Project and 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.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid 45 (forty-five) 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.

...

2.5 % two and one-half percent

...

Construction Manager's fee shall be 4% of the Guaranteed Maximum Price (GMP)

...

4% of the net change in the Cost of Work applicable to such change in the Work

...

Mark ups for Subcontractor's overhead and profit shall not exceed 15%

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed eighty five percent (85 %) of the standard rental rate paid at the place of the Project.

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

§ 6.1.6.1 Any provisions for liquidated damages or other delay damages shall only become operative upon the establishment of the Guaranteed Maximum Price for the entire Work and the Construction Manager shall have no liability for liquidated damages or delay damages of any type or character if the Construction Manager and Owner are unable to agree upon a Guaranteed Maximum Price for the entire Work.
~~(Insert terms and conditions for liquidated damages, if any.)~~**§ 6.1.6.2** Expressly conditioned and subject to § 6.1.6.1 above, the Construction Manager agrees that if it fails to achieve Substantial Completion of the Work on or within 30 days from the date of the required Substantial Completion (as agreed upon in Exhibit A), and as said date may be extended as provided herein, the Owner will sustain damages and loss as a result of such failure. In the event the Construction Manager does not substantially complete the Work within thirty (30) days of the required Substantial Completion date, as it may be extended as provided herein, the Construction Manager shall pay to Owner $ 1,000 per calendar day for each day beyond thirty days from the required date of Substantial Completion, as said date may be extended as provided herein, until Substantial Completion is achieved. There is a cap on (a) the total Liquidated Damages to be assessed and paid by the Construction Manager and (b) any costs expended by Owner for supplementing the Work of the Construction Manager to achieve earlier completion of the Work of $ 10,000 . This limitation of liability survives the completion and/or termination of this Agreement. It is the intent of the Parties that the above-referenced limitation shall be interpreted as a limitation on the Construction Manager's liability for any liquidated or delay damages. These limitations shall also apply to any actual damages for delay as may be asserted by Owner if the Liquidated Damage provisions are held unenforceable for any reason.

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If, upon final completion of the Work, the total of the Construction Manager's Cost of the Work and its Fee is less than the Guaranteed Maximum Price (as it may have been adjusted and exclusive of unused Construction Manager's Contingency), this difference shall be referred to as the "savings" and Owner shall pay to the Construction Manager _0___% of this Savings.

...

§ 6.3.6 ACCELERATION

§ 6.3.6.1 In the event the Construction Manager shall fall behind schedule for any reason which does not justify a time extension, Owner may, after appropriate notice, require the Construction Manager to accelerate the progress of the Work and/or supplement the Work. Notwithstanding the foregoing, the Construction Manager shall not be required to expend funds for acceleration, or for other expenses to recover lost time, nor shall Construction Manager be liable to Owner for any funds or for Owner's supplementation of the Work, in excess of the total of (i) the Liquidated Damages which would have been assessed to the Construction Manager for late completion had the Construction Manager not accelerated the work as requested by the Owner and/or the Owner had not supplemented the work (subject to the cap set forth in § 5.4.2 above) and (ii) the extended overhead the Construction Manager would have incurred for late completion, but for the acceleration of the Construction Manager's Work. In the event the Construction Manager is terminated from its performance on the Project, the Construction Manager's liability for damages resulting from the delay in performance or the Owner's supplementation of the work (including those damages resulting from the Owner directing any replacement contractor to accelerate the work so as to achieve Substantial Completion) shall be similarly limited.

PAGE 14

§ 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. . Line item amounts are not guaranteed and are only provided to better define the scope of the Cost of the Work.

...

§ 7.2.2.1 ~~Wages or salaries of the~~ Compensation for 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~~ Compensation for 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 compensation, wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3. The above-referenced charges are included within the rates for the employees as set forth in **Exhibit "_D__"** and are fixed and not subject to audit.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, other than a yearly adjustment of 3%, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.2.6 Overtime Charges for labor as required to achieve the Project completion Schedule

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§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents ~~that can be directly~~

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~~attributed to this Contract.~~or otherwise agreed to by the Owner. Costs incurred by the Construction Manager because such costs fall within the deductibles or self insured retention of any insurance shall be a reimbursable Cost of the Work. The Construction Manager shall be entitled to reimbursement at such insurance rates disclosed to Owner prior to execution of the Contract, including those set out in **Exhibit "_B__"**, or as otherwise agreed by the parties, and such agreed rates shall not be subject to audit.

PAGE 16

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager ~~had reason to believe~~ knew that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. 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.~~Work.

...

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

...

§ 7.6.12 Costs of all project site facilities, including cost of temporary field offices, warehouses, storage, work and service facilities, their furniture and office machines and computers, and job identification signs with their maintenance, removal and overhead expenses. Cost of utilities, including power, water supply, storm and sewer drainage, telephone, internet, and data charges, including their temporary and final connections

...

§ 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. **The term "related party" includes Cantera Construction Company, Spectrum, Safezone, Rooney Insurance Agency, and Manhattan Road and Bridge companies.**

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.9 Costs for services incurred during the Preconstruction ~~Phase.~~Phase which will be paid per the terms in Article 3.

PAGE 18

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 30 ( ) days after the Architect receives the Application for Payment.

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Construction Manager's General Conditions, reimbursement of insurances, bonds, equipment rental, and material purchases,

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...

At the Owner's determination which is contingent upon acceptable prosecution of the Work, retainage shall be reduced by 50% at 50% completion of the Work provided that corresponding consent of surety has been provided.

...

A sum to allow for 100% of the amount, if any, determined in good faith by the Owner as reasonably necessary to cover costs to complete the punchlist or any incomplete Work.

PAGE 21

§ 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.~~arbitration of the disputed amount.

...

2.5 % two and one-half percent

...

§ 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.

...

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:

PAGE 22

[**X**] Arbitration pursuant to Article 15 of AIA Document ~~A201–2017~~A201–2017(except with respect to third parties claims as set forth in Section 15 of the AIA Document A201-2017).

...

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.

§ 12.3 Claims Against Construction Manager's Surety or Guarantor

In the event Construction Manager is required to furnish a bond or other guaranty, securing its performance hereunder, Owner agrees that it shall not pursue any action against said surety or guarantor unless and until Owner obtains an arbitration award against Construction Manager (in the event arbitration of a dispute is elected by Construction Manager) and, in such event, shall be limited in any recovery against the surety or guarantor the lesser of (a) the arbitration award against Construction Manager or (b) the amount of the bond or guarantee.

...

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.1 Take the Cost of the Work incurred by the Construction Manager to the date of ~~termination;~~termination including, but not limited to, all costs and fees incurred and committed to the date of termination including any cancellation charges or costs submitted by third parties including subcontractors or suppliers including, but not limited to, materials and equipment whether already delivered to the site, being fabricated and pending delivery, as well as those in the process of delivery;

PAGE 23

§ 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.~~termination including cancellation charges by subcontractors or suppliers.

PAGE 24

§ 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 and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the Construction Manager is paid in full for all costs to date and the lender agrees to assume the Owner's rights and obligations under ~~the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.~~this Agreement. Except as provided 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 such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract except that the Construction Manager shall not be required to continue work on the Project, in the event of an Owner default with its lender, unless the Construction Manager is fully compensated for all work performed prior to any Owner default and for all subsequent work which may be required

...

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million ($ 1,000,000) for each occurrence and Three Million ($ 3,000,000) in the aggregate for bodily injury and property damage.

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

PAGE 25

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million ($ 1,000,000) each accident, One Million ($ 1,000,000) each employee, and One Million ($ 1,000,000) 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 Five Million ($ 5,000,000) per claim and Five Million ($ 5,000,000) in the aggregate.

...

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§ 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~~ polices 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.

...

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

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit,~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with ~~a building information modeling exhibit,~~ AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

...

The Construction Manager's liability to Owner is limited to __25__% of Construction Manager's Fee plus any amounts that are actually paid by the Construction Manager's insurers net of any deductible or self-insured retention. This overall limitation of liability is subject, however, to the sub-limitation of liability with respect to liquidated damages, acceleration costs and costs incurred by Owner to supplement the Construction Manager's Work. This limitation of liability survives the completion and/or termination of the Contract.

PAGE 26

.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 as amended

...

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction as amended
.5 ~~Building Information Modeling Exhibit, if completed:~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

...

(Check all boxes that apply.)
- Exhibit A – Guaranteed Maximum Price Amendment
- Exhibit B – Standard Rate Schedule

...

Keith Sinor Superintendent

Craig Abbott
Manhattan Construction Company LLC

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Paula Hackworth, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:49:35 ET on 02/24/2026 under Order No. 3104239501 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

Signed by:
Paula Hackworth
1BD0CE0D1105492...

(Signed)

Contract Administrator

(Title)

2/24/2026 | 8:57 AM CST

(Dated)

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AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 24 day of February in the year 2026
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Skyview Elementary

THE OWNER:
(Name, legal status, and address)

Yukon Public Schools
600 Maple Street
Yukon, OK 73099

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Manhattan Construction Company LLC
410 North Walnut Ave. Ste 105
Oklahoma City, OK 73104

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

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 Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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§ B.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance
§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Minimum Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
Property in Transit	$1,000,000
Property stored Off-Site	$1,000,000
Architects and Engineers	$1,000,000
Expediting Expenses	$1,000,000
Damage to plans and blueprints	$100,000
Fire Brigade	$100,000
Debris Removal	$2,500,000
Ordinance of Law	$2,500,000
Damage to Existing Structure	$1,000,000
Trees, Plants, Shrubs	$10,000

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of

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coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects,

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engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	**Limits**

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
§ B.3.1 General
§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner and others contractually required as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ .

§ B.3.1.2 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner and others contractually required, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner and others contractually required as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

(Paragraph deleted)
§ B.3.2 Construction Manager's Required Insurance Coverage
§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

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§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million ($ 1,000,000) each occurrence, Three Million ($ 3,000,000) general aggregate, and Three Million ($ 3,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

.4 bodily injury or property damage arising out of completed operations; and

.5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million ($ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 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 such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, 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.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than One Million ($ 1,000,000) each accident, One Million ($ 1,000,000) each employee, and One Million ($ 1,000,000) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

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§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Five Million ($ 5,000,000) per claim and Five Million ($ 5,000,000) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than Five Million ($ 5,000,000) per claim and Five Million ($ 5,000,000) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Ten Million ($ 10,000,000) per claim and Ten Million ($ 10,000,000) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than One Million ($ 1,000,000) per claim and One Million ($ 1,000,000) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than One Million ($ 1,000,000) per claim and One Million ($ 1,000,000) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

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[ ] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[ ] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	**Limits**

§ B.3.4 Performance Bond and Payment Bond
The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	**Penal Sum ($0.00)**
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit B

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:50:14 ET on 02/24/2026.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 24 day of February in the year 2026

...

Skyview Elementary

...

Yukon Public Schools
600 Maple Street
Yukon, OK 73099

...

Manhattan Construction Company LLC
410 North Walnut Ave. Ste 105
Oklahoma City, OK 73104

PAGE 2

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Minimum Sub-limits, if any, are as follows:

...

Property in Transit	$1,000,000
Property stored Off-Site	$1,000,000
Architects and Engineers	$1,000,000
Expediting Expenses	$1,000,000
Damage to plans and blueprints	$100,000
Fire Brigade	$100,000
Debris Removal	$2,500,000
Ordinance of Law	$2,500,000
Damage to Existing Structure	$1,000,000
Trees, Plants, Shrubs	$10,000

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§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to

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commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner and others contractually required as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ .

§ B.3.1.2 ~~Deductibles and Self-Insured Retentions.~~ ~~The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.~~**Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner and others contractually required, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner and others contractually required as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

~~§ B.3.1.3 Additional Insured Obligations.~~ ~~To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.~~

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§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million ($ 1,000,000) each occurrence, Three Million ($ 3,000,000) general aggregate, and Three Million ($ 3,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

...

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million ($ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ B.3.2.6 Employers' Liability with policy limits not less than One Million ($ 1,000,000) each accident, One Million ($ 1,000,000) each employee, and One Million ($ 1,000,000) policy limit.

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§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Five Million ($ 5,000,000) per claim and Five Million ($ 5,000,000) in the aggregate.

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§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than Five Million ($ 5,000,000) per claim and Five Million ($ 5,000,000) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Ten Million ($ 10,000,000) per claim and Ten Million ($ 10,000,000) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than One Million ($ 1,000,000) per claim and One Million ($ 1,000,000) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than One Million ($ 1,000,000) per claim and One Million ($ 1,000,000) in the aggregate.

...

[X] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

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ITEM FOR CONSIDERATION
Board of Education Meeting
03/02/2026

TOPIC: Agreement between Yukon Public Schools and Manhattan Construction Company, LLC. to provide services for Skyview Elementary Exterior Building Façade Renovation & Improvement.

RATIONALE FOR RECOMMENDATION: Agreement for construction management for a new project to address deferred maintenance and façade update at Skyview Elementary.

FISCAL NOTE: 4% of Construction Costs + $15,000 pre-construction fees.

CONTACT PERSON: James Edwards

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Skyview Elementary

THE OWNER:
(Name, legal status and address)

Yukon Public Schools
600 Maple Street
Yukon OK 73099

THE ARCHITECT:
(Name, legal status and address)

The Stacy Group
8091 N, Owasso Expressway
Owasso, OK 74055

THE CONTRACTOR:
(Name, legal status and address)

Manhattan Construction
410 North Walnut Ave. Ste 105
Oklahoma City, OK 73104

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

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

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

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12 UNCOVERING AND CORRECTION OF WORK

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by any method listed in 1.6.1.

§ 1.7 Digital Data Use and Transmission

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.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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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 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and thereafter , the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence or continue the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract when (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the occurrence of any of these or any other material variance to such financial arrangements, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 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 Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the

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information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract with respect to the Owner and uses flow down to subcontractors in part to accomplish this. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

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§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities ("Applicable Laws") applicable solely to the means and methods of Contractor's work and, provided that the Work of the Contractor complies with the Contract Documents, Contractor shall not be liable for any damages to the extent that the Work required by the Contract Documents is at variance from any such Applicable Laws unless the Contractor had actual knowledge that the Work required by the drawings and specifications deviated from Applicable Laws.

(Paragraphs deleted)

§ 3.7.3 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, or (3) conditions which are different than those indicated in the soils report as being likely to be encountered the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.4 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall

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continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.8.4 Contractor makes no representation to Owner, or its representatives, concerning the amount of any allowance item. Owner is relying upon its own analysis of the estimates forming the basis for the allowances and shall have no claim against Contractor based on any theory or cause of action including, but not limited to, breach of contract or tort with respect to the amounts or the scope of the allowances.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

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

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

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

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Nothing contained herein shall relieve any subcontractor from performing its work in accordance with the Contract Documents.

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of

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the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy which shall be consistent with generally accepted industry standards. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or

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manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

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

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

§ 3.18.3 The indemnity obligations of Contractor shall survive completion and/or termination of the Contract but only for the occurrences which pre-date completion and/or termination.

§ 3.18.4 The indemnity obligations of Contractor shall not extend to the liability of or for the Architect, Architect's consultants, or any of their members, partners, employees, agents, consultants, subcontractors arising out of:

A. The preparation or approval of, or the failure to prepare or approve maps, Drawings, Specifications, opinions, reports, surveys, designs, Change Orders; or
B. Giving directions or instructions, or failing to give them, if that is a cause of the injury or damage.

§ 3.18.5 Contractor does not provide nor shall have any obligation to any third party relative to the Agreement for any indemnity for consequential or indirect damages.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the

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Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect shall notify the Contractor whether the Owner or the Architect has reasonable objection to any such proposed person or entity. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound,

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and, upon written request of the Owner, identify to the Owner terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

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

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of patent defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of patent defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or

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Separate Contractor's completed or partially completed construction can receive the Contractor's Work but not that it is in conformance with the plans and specifications. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;

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.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

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

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the

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Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date established in Section 9.8.1.

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

§ 8.2 Progress and Completion

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

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

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, labor shortages, material shortages, domestic or foreign terrorism, out of sequence or late design packages, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's reasonable control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that justify delay, then the Contract Time shall be extended by Change Order.

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

§ 8.3.3 The Contractor shall also be entitled to an adjustment in the Contract Sum for any delays if they are the result of any act or neglect of the Owner or Architect, or an employee of either (including out-of-sequence or late delivery of deign packages), or by changes ordered in the work. This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 If two or more events concurrently cause a delay to the Work on the Project and, if Contractor is allowed an extension of time for at least one, but not all, of the events, Contractor shall be entitled to an extension of time (but not an increase in the Contract Sum) notwithstanding the concurrency of the other event or events. If Owner wrongfully denies Contractor an extension of time, Owner shall be liable to Contractor for acceleration or other similar costs incurred by Contractor except in those cases in which there are concurrent causes of the delay (with Contractor being entitled to an extension of time for some, but not all, of the events), Contractor may only recover for the acceleration or other similar costs less the extended overhead costs that Contractor would have incurred if it had been allowed the extension of time by the Owner.

§ 8.3.5 Manhattan shall not be liable for any failure to perform its obligations or have our right to proceed be restricted where such failure arises out of Acts of God / Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of public enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, riot, nationalization, government actions, tariffs, blockage, embargo, transportation delays not reasonably foreseeable, labor dispute, strike, lockout, disease outbreak, epidemics, pandemics, quarantine restrictions, or interruption or failure of power sources, or any cause beyond our control. To the extent these conditions may occur and impact the Project, there shall be equitable adjustments to the Contract

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ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Notwithstanding any pay application requirement for this Project including requirements for backup and invoices for Subcontractor Billings and the provision for the Contractor not to bill Subcontractor amounts it will not pay directly to the Subcontractor, it is agreed that payment will be made to Manhattan when Manhattan submits progress or the final bill by a Manhattan invoice(s) and Manhattan pay app release(s) for the balance of a subcontractor's contract sum including but not limited to approved changes and retainage in the event that Manhattan has declared the subcontractor in default on the Project.

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

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

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§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor but only if the Contractor has been paid;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment for which Contractor has been paid;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

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§ 9.6 Progress Payments

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

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

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

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

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

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

§ 9.6.7 Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied or will be paid or otherwise satisfied following receipt of final payment, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties as required in the Contract Documents, such as manufacturers' warranties

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or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner or state law. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. Notwithstanding anything to the contrary herein, final payment shall not be withheld by Owner based on Contractor's refusal to release any mechanic's lien it may have filed on the Project with respect to an outstanding claim by Contractor provided that Contractor partially releases its mechanic's lien (conditioned upon payment) as to amounts to be paid by Owner. Contractor shall further be entitled to submit conditional releases of liens from subcontractors, which are conditioned upon final payment. Following final and complete payment by Owner to Contractor, Contractor shall submit unconditional releases of liens from subcontractors and/or furnish a bond satisfactory to the Owner to indemnify the Owner against any such liens.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings

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against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

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

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

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expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and provided that such damage, loss, or expense is not due to the sole fault or negligence of a party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the rules of the American Arbitration Association unless agreed to otherwise by the Owner and Contractor shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, 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.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment except that Contractor shall not be required to continue work on the project, in the event of an Owner default with its lender or assignment to lender unless Contractor is fully compensated for all work performed prior to any Owner default or assignment, and for all subsequent work which may be requested.

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

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§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to the extent paid by Owner to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority in the role of Contractor and not designer; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials and equipment to be incorporated into the work,**.2** Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

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

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed or committed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts, suppliers, vendors, and third parties; and the termination fee, set forth in the Agreement.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law,. To the fullest extent permitted by law, the accrual date with respect to any limitation period for the initiation of any arbitration or litigation proceeding alleging claims for breach of contract or breach of warranty (except for warranties as to future performance) shall be the date of Substantial Completion of the Work unless the law governing any such dispute prohibits the parties from establishing an accrual date with respect to the initiation of any legal or arbitration proceeding, in which case the Applicable Laws shall apply as to the accrual date. The limitation period for any such claim shall be two (2) years and one (1) day following the accrual date unless the Applicable Laws prohibit such limitation period, in which case the limitation period shall be as required by Applicable Law. The above provisions shall have no application to any repose period. Any repose period shall be determined by Applicable Laws. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party with a copy sent to the Architect. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. Notwithstanding the above, this requirement for continued performance shall not apply to a Claim where the good faith amount in dispute exceeds $100,000 or where the good faith amount in dispute, when added to the cumulative amounts in good faith dispute for unresolved claims, exceeds $300,000.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

(Paragraphs deleted)

§ 15.1.7 Waiver of Certain Damages

The Contractor and Owner waive Claims against each other for consequential, incidental or special damages arising out of or relating to this Contract. In addition, the following damages, whether consequential, direct or otherwise, are also waived:

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of Liquidated Damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to arbitration of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final but subject to binding dispute resolution.

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§ 15.2.6 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

(Paragraph deleted)

§ 15.2.7 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

(Paragraphs deleted)

§ 15.4 Arbitration

§ 15.4.1 Any Claim by the parties shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no later than the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or repose. For statute of limitations and repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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

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

§ 15.4.4 In the event of any litigation between either Owner or Contractor and any third party, Owner or Contractor may seek joinder of the other party in such litigation, to the extent allowed by Applicable Laws, and the arbitration provisions herein shall not apply.

(Paragraphs deleted)

§ 15.5 Consolidation or Joinder

§ 15.5.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 15.5.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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PAGE 1

Skyview Elementary

...

Yukon Public Schools
600 Maple Street
Yukon OK 73099

...

The Stacy Group
8091 N, Owasso Expressway
Owasso, OK 74055

THE CONTRACTOR:
(Name, legal status and address)

Manhattan Construction
410 North Walnut Ave. Ste 105
Oklahoma City, OK 73104

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

...

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

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...

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

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§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by ~~certified or registered mail, or by courier providing proof of delivery.~~any method listed in 1.6.1.

...

The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ 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.

...

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ 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.

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

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract ~~only if~~ when (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the ~~Contractor's request,~~ occurrence of any of these or any other material variance to such financial arrangements, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. ~~However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided.~~ If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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If the Owner is not in default and has not otherwise failed to fulfill a material obligation of the Agreement with the Contractor and the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for

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

...

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by ~~or made known to the Contractor as a request for information in such form as the Architect may require.~~ the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

PAGE 14

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the ~~Contract.~~ Contract with respect to the Owner and uses flow down to subcontractors in part to accomplish this. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

...

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

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§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities ~~applicable to performance of the Work.~~("Applicable Laws") applicable solely to the means and methods of Contractor's work and, provided that the Work of the Contractor complies with the Contract Documents, Contractor shall not be liable for any damages to the extent that the Work required by the Contract Documents is at variance from any such Applicable Laws unless the Contractor had actual knowledge that the Work required by the drawings and specifications deviated from Applicable Laws.

~~**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.~~

~~**§ 3.7.4 Concealed or Unknown Conditions**~~

~~If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.~~

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

§ 3.7.3 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, or (3) conditions which are different than those indicated in the soils report as being likely to be encountered the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

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.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the ~~Contract Sum but not in the~~ allowances; and

...

§ 3.8.4 Contractor makes no representation to Owner, or its representatives, concerning the amount of any allowance item. Owner is relying upon its own analysis of the estimates forming the basis for the allowances and shall have no claim against Contractor based on any theory or cause of action including, but not limited to, breach of contract or tort with respect to the amounts or the scope of the allowances.

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

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

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed ~~and approved~~ them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Nothing contained herein shall relieve any subcontractor from performing its work in accordance with the Contract Documents.

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§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must ~~satisfy.~~ satisfy which shall be consistent with generally accepted industry standards. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

...

§ 3.18.3 The indemnity obligations of Contractor shall survive completion and/or termination of the Contract but only for the occurrences which pre-date completion and/or termination.

§ 3.18.4 The indemnity obligations of Contractor shall not extend to the liability of or for the Architect, Architect's consultants, or any of their members, partners, employees, agents, consultants, subcontractors arising out of:

A. The preparation or approval of, or the failure to prepare or approve maps, Drawings, Specifications, opinions, reports, surveys, designs, Change Orders; or
B. Giving directions or instructions, or failing to give them, if that is a cause of the injury or damage.

§ 3.18.5 Contractor does not provide nor shall have any obligation to any third party relative to the Agreement for any indemnity for consequential or indirect damages.

...

§ 4.2.2 The ~~Architect~~ Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the work or in the activities of Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
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§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect ~~may~~ shall notify the Contractor whether the Owner or the Architect ~~(1)~~ has reasonable objection to any such proposed person or ~~entity or (2) requires additional time for review.~~ entity. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the ~~Architect and shall not proceed to implement the change in the Work.~~ Architect. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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§ 8.1.3 The date of Substantial Completion is the date ~~certified by the Architect in accordance with Section 9.8.~~established in Section 9.8.1.

...

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

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, labor shortages, material shortages, domestic or foreign terrorism, out of sequence or late design packages, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's reasonable control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that ~~the Contractor asserts, and~~

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~~the Architect determines,~~ justify delay, then the Contract Time shall be extended ~~for such reasonable time as the Architect may determine.~~
by Change Order.

...

§ 8.3.3 The Contractor shall also be entitled to an adjustment in the Contract Sum for any delays if they are the result of any act or neglect of the Owner or Architect, or an employee of either (including out-of-sequence or late delivery of deign packages), or by changes ordered in the work. This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 If two or more events concurrently cause a delay to the Work on the Project and, if Contractor is allowed an extension of time for at least one, but not all, of the events, Contractor shall be entitled to an extension of time (but not an increase in the Contract Sum) notwithstanding the concurrency of the other event or events. If Owner wrongfully denies Contractor an extension of time, Owner shall be liable to Contractor for acceleration or other similar costs incurred by Contractor except in those cases in which there are concurrent causes of the delay (with Contractor being entitled to an extension of time for some, but not all, of the events), Contractor may only recover for the acceleration or other similar costs less the extended overhead costs that Contractor would have incurred if it had been allowed the extension of time by the Owner.

§ 8.3.5 Manhattan shall not be liable for any failure to perform its obligations or have our right to proceed be restricted where such failure arises out of Acts of God / Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of public enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, riot, nationalization, government actions, tariffs, blockage, embargo, transportation delays not reasonably foreseeable, labor dispute, strike, lockout, disease outbreak, epidemics, pandemics, quarantine restrictions, or interruption or failure of power sources, or any cause beyond our control. To the extent these conditions may occur and impact the Project, there shall be equitable adjustments to the Contract

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

...

§ 9.3.1.3 Notwithstanding any pay application requirement for this Project including requirements for backup and invoices for Subcontractor Billings and the provision for the Contractor not to bill Subcontractor amounts it will not pay directly to the Subcontractor, it is agreed that payment will be made to Manhattan when Manhattan submits progress or the final bill by a Manhattan invoice(s) and Manhattan pay app release(s) for the balance of a subcontractor's contract sum including but not limited to approved changes and retainage in the event that Manhattan has declared the subcontractor in default on the Project.

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.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the ~~Contractor;~~Contractor but only if the Contractor has been paid;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or ~~equipment;~~equipment for which Contractor has been paid;

...

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§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor ~~failed~~ was unable to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.
PAGE 28

§ 9.6.7 ~~Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner.~~ Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.
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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise ~~satisfied,~~ satisfied or will be paid or otherwise satisfied following receipt of final payment, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special ~~warranties,~~ warranties as required in the Contract Documents, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the ~~Owner.~~ Owner or state law. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. Notwithstanding anything to the contrary herein, final payment shall not be withheld by Owner based on Contractor's refusal to release any mechanic's lien it may have filed on the Project with respect to an outstanding claim by Contractor provided that Contractor partially releases its mechanic's lien (conditioned upon payment) as to amounts to be paid by Owner. Contractor shall further be entitled to submit conditional releases of liens from subcontractors, which are conditioned upon final payment. Following final and complete payment by Owner to Contractor, Contractor shall submit unconditional releases of liens from subcontractors and/or furnish a bond satisfactory to the Owner to indemnify the Owner against any such liens.
PAGE 31

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), ~~except to the extent~~ and provided that such damage, loss, or expense is not due to the sole fault or negligence of ~~the~~ a party seeking indemnity.
PAGE 35

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the ~~Federal Arbitration Act~~ rules of the American Arbitration Association unless agreed to otherwise by the Owner and Contractor shall govern Section 15.4.

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§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the ~~assignment.~~assignment except that Contractor shall not be required to continue work on the project, in the event of an Owner default with its lender or assignment to lender unless Contractor is fully compensated for all work performed prior to any Owner default or assignment, and for all subsequent work which may be requested.

PAGE 37

.2 fails to make payment to the extent paid by Owner to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public ~~authority;~~ authority in the role of Contractor and not designer; or

...

.1 Exclude the Contractor from the site and take possession of all ~~materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;~~

~~**.2**~~ materials and equipment to be incorporated into the work.**.2** Accept assignment of subcontracts pursuant to Section 5.4; and

...

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

...

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly ~~executed;~~ executed or committed; costs incurred by reason of the termination, including costs attributable to termination of ~~Subcontracts;~~ Subcontracts, suppliers, vendors, and third parties; and the termination fee, ~~if any,~~ set forth in the Agreement.

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

...

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable ~~law, but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ law,. To the fullest extent permitted by law, the accrual date with respect to any limitation period for the initiation of any arbitration or litigation proceeding alleging claims for breach of contract or breach of warranty (except for warranties as to future performance) shall be the date of Substantial Completion of the Work unless the law governing any such dispute prohibits the parties from establishing an accrual date with respect to the initiation of any legal or arbitration proceeding, in which case the Applicable Laws shall apply as to the accrual date. The limitation period for any such

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claim shall be two (2) years and one (1) day following the accrual date unless the Applicable Laws prohibit such limitation period, in which case the limitation period shall be as required by Applicable Law. The above provisions shall have no application to any repose period. Any repose period shall be determined by Applicable Laws. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party ~~and to the Initial Decision Maker~~ with a copy sent to the ~~Architect, if the Architect is not serving as the Initial Decision Maker.~~ Architect. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

...

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. Notwithstanding the above, this requirement for continued performance shall not apply to a Claim where the good faith amount in dispute exceeds $100,000 or where the good faith amount in dispute, when added to the cumulative amounts in good faith dispute for unresolved claims, exceeds $300,000.

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~~§ 15.1.7 Waiver of Claims for Consequential Damages~~

~~The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~

- ~~**.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~
- ~~**.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.~~

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

§ 15.1.7 Waiver of Certain Damages

The Contractor and Owner waive Claims against each other for consequential, incidental or special damages arising out of or relating to this Contract. In addition, the following damages, whether consequential, direct or otherwise, are also waived:

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of Liquidated Damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision

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shall be required as a condition precedent to ~~mediation~~ arbitration of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

...

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final ~~and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~but subject to binding dispute resolution.

§ 15.2.6 ~~Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.6.1 ~~Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.7 ~~In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.~~If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.2.8 ~~If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

§ 15.3 Mediation

§ 15.3.1 ~~Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~

§ 15.3.2 ~~The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 15.3.3 ~~Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

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~~**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

§ 15.4.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation~~ Any Claim by the parties shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no ~~earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after~~ later than the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of ~~limitations.~~ limitations or repose. For statute of limitations and repose 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.

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§ 15.4.4 ~~Consolidation or Joinder~~ In the event of any litigation between either Owner or Contractor and any third party, Owner or Contractor may seek joinder of the other party in such litigation, to the extent allowed by Applicable Laws, and the arbitration provisions herein shall not apply.

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

§ 15.5 Consolidation or Joinder

§ 15.5.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 15.5.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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Certification of Document's Authenticity

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I, Paula Hackworth, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:50:41 ET on 02/24/2026 under Order No. 3104239501 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

Signed by:
Paula Hackworth
1BD0CE0D1105492...

(Signed)

Contract Administrator

(Title)

2/24/2026 | 8:57 AM CST

(Dated)

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YUKON PUBLIC SCHOOLS

Office of Academic Services

Scott Hein / Exec Director Elementary Ed

Ph: 405.354.2587 | ***Fax:*** 405.354.4208

March 2, 2026

I, Scott Hein, Executive Director of Elementary Schools, hereby recommend to the Yukon Public Schools Board of Education that the following administrators be provided contract renewal with an administrator's contract for the 2026-2027 school year, effective on or after July 1st, 2026.

Shannon Dutton	Principal
Gallagher, Laurie	Principal
Lipe, Kristin	Principal
Mitchell, Heather	Principal
Pierce, Billy (Bill)	Principal
Smith, Carla	Principal
Stowe, Randy	Principal
Ellis, Taryn	Assistant Principal
Klappenbach, Amy	Assistant Principal
Langley, Chase	Assistant Principal
Oglesby, Rebecca (Becky)	Assistant Principal
Stricker, Cori	Assistant Principal

Sincerely,

Scott Hein

YUKON PUBLIC SCHOOLS

Office of Academic Services

Adam Jewell / Exec Director Secondary Ed

Ph: 405.354.2587 | ***Fax:*** 405.354.4208

March 2, 2026

I, Adam Jewell, Executive Director of Secondary Education, hereby recommend to the Yukon Public Schools Board of Education that the following administrators be provided contract renewal with an administrator's contract for the 2026-2027 school year, effective on or after July 1st, 2026.

Barlow, Melissa	Principal
McLaughlin, Ryan	Principal
Sowinski, Tracy	Principal
Summers, Samuel	Principal
Barlow, Richard	Assistant Principal
Collins, Caleb	Assistant Principal
Dobbins, Shila	Assistant Principal
Haworth, Natalie	Assistant Principal
Hicks, Christy	Assistant Principal
Hunt, Steven	Assistant Principal
Kesler, Virginia (Vicky)	Assistant Principal
Lunsford, Audrey (Abbie)	Assistant Principal
Perez, Michael	Assistant Principal
Reape, Rebecca	Assistant Principal
Rodriquez, Amber	Assistant Principal
Ward, Phillip	Assistant Principal

Sincerely,

Adam Jewell

YPS will empower learners to be self-sustaining, successful contributors, to life and the global community.

February 13th, 2026

Kieth Sinor
Superintendent, Yukon Public Schools
keith.sinor@yukonps.com

RE: Request for Leave of Absence - Kristina Dennis

Dear Mr. Sinor,

I am writing to formally request a leave of absence from my position as a US History Teacher at Yukon Middle for the following school year (August 2026- May 2027). My husband and I are expecting our first child this June, and I plan to stay home with her for the first year.

I have worked for Yukon Public Schools since 2017 - I was fortunate to be hired after completing my student teaching at Yukon Middle School. I enjoy my position and being part of the Miller Family. I am also very excited that Young Minds Daycare has been started as a service to district employees. I plan to return to my position in August 2027 and utilize Young Minds for childcare.

I have informed my direct supervisor, Philip Ward, Yukon Middle School Head Principal, Karyn Garcia and my PLT of my plan to be on a leave of absence next school year. All have been incredibly supportive and helpful in assuaging my “teacher guilt” about being away from YMS for a year.

Sincerely
/s/ Kristina Dennis

Hello Mrs. Lebsack,

My name is Rachel Minard and I am reaching out to you because I am requesting to take a year of absence for the 2026-2027 school year. I have been a Kindergarten Teacher at Ranchwood for the last 4 years. I had a daughter last year and I plan to stay home with her next year. I'm going to miss teaching and my students so much, but I believe I will be a better teacher when I return. I have spoken with Principal Lipe about the options and the process and I completely understand that I will be forgoing my paycheck. I am considering continuing my insurance through COBRA and have talked with Jennifer Powers about that. I want to emphasize that this decision has not been made lightly and I will miss my students and the faculty at Ranchwood. However, I know this decision is what's best for my family. I am already looking forward to returning to the classroom in Fall 2027. I truly appreciate you and all of the administration that has continued to provide the best environment for working mothers. Please let me know if you need any other details from me.

Thanks again,

Rachel Minard

Ranchwood Elementary Kindergarten

PERSONNEL REPORT EXHIBIT A

RECOMMENDATION TO HIRE:

ADMINISTRATIVE CONTRACT			
Name	**Position**	**Site/Dept**	**Effective**
	Title I Coordinator		3/23/2026

RECOMMENDATION TO HIRE:

CERTIFIED TEMPORARY CONTRACT			
Name	**Position**	**Site/Dept**	**Effective**
	SpEd LEAP teacher		2/18/2026
	SLP		8/1/2026
	LEAP SpEd teacher		8/5/2026

RECOMMENDATION TO HIRE:

SUPPORT			
Name	**Position**	**Site/Dept**	**Effective**
	MAS Sup		2/3/2026
	Substitute		1/30/2026
	bus aide in training		2/25/2026
	paraeducator		2/9/2026
	cafeteria monitor		2/17/2026
	Substitute		2/4/2026
	Substitute		1/30/2026
	classroom aide		3/2/2026
	YM childcare teacher		2/23/2026
	paraeducator		2/23/2026
	Substitute		2/3/2026
	childcare teacher		2/24/2026
	Substitute		1/30/2026
	Substitute		1/30/2026
	Substitute		2/17/2026
	Substitute		2/4/2026
	cafeteria/playground monitor		2/11/2026
	bus aide in training		3/2/2026
	substitute		2/17/2026
	playground monitor		2/4/2026
	Substitute		1/30/2026
	MAS		2/25/2026
	Substitute		2/4/2026
	substitute		2/23/2026
	Substitute		1/30/2026
	crosswalk monitor		2/9/2026
	bus driver		2/9/2026

SEASONAL STUDENT AND/OR ADULT:			
Site	**Position**	**Site/Dept**	**Effective**
	tech		9/1/2025
	adjunct coach		2/2/2026
	MAS Supervisor		2/13/2026

CHANGE OF POSITION/HOURS LOCATION/RATE OF PAY:				
Name	**Position**	**Site/Dept**	**Effective**	**From**
Ajayi, Erica	YALE Principal	YALE	7/1/2026	from T&L coordinator
Bogard, Amanda	paraprofessional	YHS	3/2/2026	from cafeteria RWES
Bowen, Glenda	NASS Tutor Facilitat	NASS	7/1/2026	175-176 dy contract
Brazell, Star	substitute facilitator	Administration	7/1/2026	195-210 dy contract
Carrington, Christopher	LTS SpEd teacher	YHS	3/23/2026	from paraeducator
Gindhart, Matthew	Director of Finance	Administration	7/1/2026	from Activity Fund Manager
Hogan, Liberty	intern teacher	Central ES	1/30/2026	new start date
Kelly, Melisia	bus driver	transportation	2/9/2026	from bus aide training
Lehman, Kathleen	bus aide	transportation	2/2/2026	from 4 to 3.5 hrs
Leverich, Thomas	bus driver	transportation	2/6/2026	bus aide
Mann, Dianna	Volunteer Coordinat	Comm Eng	7/1/2026	pay scale .89-.91
McDonald, Jessica	finc secretary	athletics	7/1/2026	8 add'l days in summer
McElhaney, Aimee	Children's prog Coor	Comm Eng	7/1/2026	220-238 dy contract
McLaughlin, Karen	cafeteria monitor	YHS	2/10/2026	from 2 to 2.5 hrs
Mills, Leah	504 coordinator	YHS	7/1/2026	from Virtual Counselor
Nelson, Cassidy	paraprofessional	Parkland ES	7/25/2026	from IIS
Nelson, Jonathon	routing asst.	transportation	2/2/2026	bus driver
Ramsey, Kayla	college & career rece	YHS	7/21/2026	from Surrey Pre-K secretary
Rodriguez, Shay	MAS supervisor	Surrey Hills ES	2/13/2026	now contracted 173
Rose, Brandon	Exempt tradesman	maintenance	2/2/2026	fron non-exempt
Steward, Arieal	playground monitor	IIS	2/9/2026	cafeteria monitor
Steward, Arieal	Cafeteria monitor	Ranchwood ES	3/2/2026	from IIS
Swingle, Misty	paraprofessional	YHS	2/17/2026	from Central ES
Welch, Irene	YPAC Office Mgr.	YPAC	7/1/2026	from T&L Office Mgr.
Wheba, Rebecca	bus driver	transportation	2/10/2026	from aid trainer
Whitaker, Charlette	5th grade	LIS	1/5/2026	from LTS
Willrath, Katelyn	paraprofessional	Central ES	2/17/2026	class aide

STIPEND ASSIGNMENT: EXTRA DUTY/2ND JOB:			
Name	**Position**	**Site/Dept**	**Effective**
Berry, Amber	Crosswalk monitor	Central ES	2/16/2026
Bowers, Kyleigh	homebound	YHS	1/30/2026
Griffin, Jason	custodian	maintenance	2/4/2026
Hogan, Robert	NASS Tutor	LIS	2/2/2026

Kliewer, Sarah	SLP stipend	Sp Services	3/2/2026
Long, Jennifer	IEP Writer	Skyview ES	1/5/2026
spreadsheet attached	CDL training	transportation	

RESIGNATIONS/RETIREMENTS/SEPARATIONS:				
Name	**Position**	**Site/Dept**	**Effective**	**Reason**
Acosta, Amelia	substitute	Administration	9/29/2025	no reason given
Ainette, Malorie	bus aide	transportation	12/2/2025	personal
Alleman, Michelle	substitute	Administration	2/4/2026	no reason given
Anderson, Rachel	English	YMS	5/22/2026	retirement
Bittle, Keelee	SpEd teacher	IIS	2/17/2026	personal
Blurton, Pamela	library aide	YHS	5/21/2026	no reason given
Buchanan, Tylor	MAS supervisor	Comm Eng	12/19/2025	no reason given
Casteel, Isabella	5th grade	RIS	5/22/2026	homemaking
Charvat, Pamela	substitute	Administration	1/31/2026	personal
Coker, Carla	playground monitor	RIS	1/22/2026	personal
Colvin, Marvina	classroom aide	YALE	5/21/2026	retirement
Davidson, Tahj	LTS & Coach	YHS	3/12/2026	no reason given
Dennis, Kristina	8th history	YMS	7/1/2026	Leave of Absence
Edwards, Deidra	MAS Supervisor	Comm Eng	2/13/2026	personal
Flemons, Patrice	office manager	administration	3/6/2026	no reason given
Frazier, Nautica	MAS Supervisor	Comm Eng	2/27/2026	personal
Frey, Allison	substitute	Administration	11/21/2025	no reason given
Fuller, Emily	4th grade	RIS	5/22/2026	moving
Garcia, Karyn	principal	YMS	6/30/2026	another school
Hembree, Evelyn	substitute	administration	12/5/2025	no reason given
Hocker, Bradley	BSP	Special Svcs	3/9/2026	personal
Howard, Maria	bus aide	transportation	2/27/2026	personal
Isaac, Ashley	childcare teacher	Comm Eng	2/22/2026	personal
Jameson, Stephanie	office manager	administration	2/27/2026	personal
Lambakis, Duston	cheer coach sponsor	YMS	5/22/2026	no reason given
Leehan, Valorie	cafeteria monitor	YHS	2/19/2026	no reason given
Looper, Mandy	math	RIS	5/22/2026	personal
Mathews, Christopher	substitute	Administration	1/22/2026	personal
McConahay, Brad	substitute	administration	12/8/2025	no reason given
Miller, Abigail	SpEd teacher	RIS	5/22/2026	no reason given
Music, Cody	behav supt para	BRIDGES	2/17/2026	personal
Neese, Robert	substitute	administration	12/17/2025	no reason given
Nelson, Nancy	FACS	YMS	5/22/2026	retirement
Nigro, Ralph	psychology	YHS	5/22/2026	retirement
Olson, Bror	math & coach	YHS	5/22/2026	personal
Paddock, Stacey	Psychologist	Administration	5/26/2026	retirement
Salazar-Mendiola, Olga	SpEd teacher	YHS	5/22/2026	moving
Serowski, Amy	SpEd teacher	YHS	5/22/2026	no reason given

Sinclair, Lance	bus driver	transportation	2/20/2026	personal
Terry, Jacquelyn	substitute	Administration	12/12/2025	personal
Walker, Teri	psychology	YHS	5/22/2026	no reason given

PERSONNEL REPORT EXHIBIT A

RECOMMENDATION TO HIRE:

ADMINISTRATIVE CONTRACT			
Name	**Position**	**Site/Dept**	**Effective**
Adams, Michael	Title I Coordinator	Administration	3/23/2026

RECOMMENDATION TO HIRE:

CERTIFIED TEMPORARY CONTRACT			
Name	**Position**	**Site/Dept**	**Effective**
Haney, Tonia	SpEd LEAP teacher	IIS	2/18/2026
Locklear, Lakyn	SLP	Administration	8/1/2026
Tech, Leesa	LEAP SpEd teacher	RIS	8/5/2026

RECOMMENDATION TO HIRE:

SUPPORT			
Name	**Position**	**Site/Dept**	**Effective**
Bell, Renee	MAS Sup	Comm. Eng.	2/3/2026
Buckler, Sherrie	Substitute	Administration	1/30/2026
Butler, Sherrard	bus aide in training	Transportation	2/25/2026
Chase, Dakota	paraeducator	YMS	2/9/2026
Dutton, Makenzie	cafeteria monitor	Myers ES	2/17/2026
Griswold, Aidric	Substitute	Administration	2/4/2026
Haley, Sarah	Substitute	Administration	1/30/2026
Hudson, Mary	classroom aide	Central ES	3/2/2026
Isaac, Ashley	YM childcare teacher	Comm Eng	2/23/2026
Nix-Sifuentes, Olivia	paraeducator	Central ES	2/23/2026
Novoa, Andrea	Substitute	Administration	2/3/2026
Olive, Jadon	childcare teacher	Comm. Eng.	2/24/2026
Perry, Addyson	Substitute	Administration	1/30/2026
Petrocelli, Joseph	Substitute	Administration	1/30/2026
Revas, Skylar	Substitute	administration	2/17/2026
Rodriguez, Shay	Substitute	Administration	2/4/2026
Rodriguez, Shay	cafeteria/playground	Surrey Hills ES	2/11/2026
Samuel, Mathew	bus aide in training	Transportation	3/2/2026
Sanchez, Abby	substitute	administration	2/17/2026
Slane, Anna	playground monitor	RIS	2/4/2026
Sturiale, Brandon	Substitute	Administration	1/30/2026
Townsley, Dakoda	MAS	Comm Eng	2/25/2026
Weiss, London	Substitute	Administration	2/4/2026
Wilson, Michaelanne	substitute	administration	2/23/2026
Wojsznarowicz, Nelda	Substitute	Administration	1/30/2026
Woods, Belinda	crosswalk monitor	Shedeck ES	2/9/2026
Wornock, Karl	bus driver	Transportation	2/9/2026

SEASONAL STUDENT AND/OR ADULT:			
Site	**Position**	**Site/Dept**	**Effective**
Bolin, Emmett	tech	YFAC	9/1/2025
Cruz, Vinicius	adjunct coach	Athletics	2/2/2026
Rodriguez, Shay	MAS Supervisor	Comm Eng	2/13/2026

CHANGE OF POSITION/HOURS LOCATION/RATE OF PAY:				
Name	**Position**	**Site/Dept**	**Effective**	**From**
Ajayi, Erica	YALE Principal	YALE	7/1/2026	from T&L Coordinator

Bogard, Amanda	paraprofessional	YHS	3/2/2026	from cafeteria RWES
Bowen, Glenda	NASS Tutor Facilitat	NASS	7/1/2026	175-176 dy contract
Brazell, Star	substitute facilitator	Administration	7/1/2026	195-210 dy contract
Carrington, Christopher	LTS SpEd teacher	YHS	3/23/2026	from paraeducator
Gindhart, Matthew	Director of Finance	Administration	7/1/2026	from Activity Fund Manager
Hogan, Liberty	intern teacher	Central ES	1/30/2026	new start date
Kelly, Melisia	bus driver	transportation	2/9/2026	from bus aide training
Lehman, Kathleen	bus aide	transportation	2/2/2026	from 4 to 3.5 hrs
Leverich, Thomas	bus driver	transportation	2/6/2026	bus aide
Mann, Dianna	Volunteer Coordinato	Comm Eng	7/1/2026	pay scale .89-.91
McDonald, Jessica	finc secretary	athletics	7/1/2026	8 add'l days in summer
McElhaney, Aimee	Children's prog Coor	Comm Eng	7/1/2026	220-238 dy contract
McLaughlin, Karen	cafeteria monitor	YHS	2/10/2026	from 2 to 2.5 hrs
Mills, Leah	504 coordinator	YHS	7/1/2026	from Virtual Counselor
Nelson, Cassidy	paraprofessional	Parkland ES	7/25/2026	from IIS
Nelson, Jonathon	routing asst.	transportation	2/2/2026	bus driver
Ramsey, Kayla	college & career rece	YHS	7/21/2026	from Surrey Pre-K secretary
Rodriguez, Shay	MAS supervisor	Surrey Hills ES	2/13/2026	now contracted 173
Rose, Brandon	Exempt tradesman	maintenance	2/2/2026	fron non-exempt
Steward, Arieal	playground monitor	IIS	2/9/2026	cafeteria monitor
Steward, Arieal	Cafeteria monitor	Ranchwood ES	3/2/2026	from IIS
Swingle, Misty	paraprofessional	YHS	2/17/2026	from Central ES
Welch, Irene	PAC Office Manager	YPAC	7/1/2026	from T&L Office Mgr.
Wheba, Rebecca	bus driver	transportation	2/10/2026	from aid trainer
Whitaker, Charlette	5th grade	LIS	1/5/2026	from LTS
Willrath, Katelyn	paraprofessional	Central ES	2/17/2026	class aide

STIPEND ASSIGNMENT: EXTRA DUTY/2ND JOB:			
Name	**Position**	**Site/Dept**	**Effective**
Berry, Amber	Crosswalk monitor	Central ES	2/16/2026
Bowers, Kyleigh	homebound	YHS	1/30/2026
Griffin, Jason	custodian	maintenance	2/4/2026

Hogan, Robert	NASS Tutor	LIS	2/2/2026
Kliewer, Sarah	SLP stipend	Sp Services	3/2/2026
Long, Jennifer	IEP Writer	Skyview ES	1/5/2026
spreadsheet attached	CDL training	transportation	

RESIGNATIONS/RETIREMENTS/SEPARATIONS:				
Name	**Position**	**Site/Dept**	**Effective**	**Reason**
Acosta, Amelia	substitute	Administration	9/29/2025	no reason given
Ainette, Malorie	bus aide	transportation	12/2/2025	personal
Alleman, Michelle	substitute	Administration	2/4/2026	no reason given
Anderson, Rachel	English	YMS	5/22/2026	retirement
Bittle, Keelee	SpEd teacher	IIS	2/17/2026	personal
Blurton, Pamela	library aide	YHS	5/21/2026	no reason given
Buchanan, Tylor	MAS supervisor	Comm Eng	12/19/2025	no reason given
Casteel, Isabella	5th grade	RIS	5/22/2026	homemaking
Charvat, Pamela	substitute	Administration	1/31/2026	personal
Coker, Carla	playground monitor	RIS	1/22/2026	personal
Colvin, Marvina	classroom aide	YALE	5/21/2026	retirement
Davidson, Tahj	LTS & Coach	YHS	3/12/2026	no reason given
Dennis, Kristina	8th history	YMS	7/1/2026	Leave of Absence
Edwards, Deidra	MAS Supervisor	Comm Eng	2/13/2026	personal
Flemons, Patrice	office manager	administration	3/6/2026	no reason given
Frazier, Nautica	MAS Supervisor	Comm Eng	2/27/2026	personal
Frey, Allison	substitute	Administration	11/21/2025	no reason given
Fuller, Emily	4th grade	RIS	5/22/2026	moving
Garcia, Karyn	principal	YMS	6/30/2026	another school
Hembree, Evelyn	substitute	administration	12/5/2025	no reason given
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Howard, Maria	bus aide	transportation	2/27/2026	personal
Isaac, Ashley	childcare teacher	Comm Eng	2/22/2026	personal
Jameson, Stephanie	office manager	administration	2/27/2026	personal
Lambakis, Duston	cheer coach sponsor	YMS	5/22/2026	no reason given
Leehan, Valorie	cafeteria monitor	YHS	2/19/2026	no reason given
Looper, Mandy	math	RIS	5/22/2026	personal
Mathews, Christopher	substitute	Administration	1/22/2026	personal
McConahay, Brad	substitute	administration	12/8/2025	no reason given
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Nigro, Ralph	psychology	YHS	5/22/2026	retirement
Olson, Bror	math & coach	YHS	5/22/2026	personal
Paddock, Stacey	Psychologist	Administration	5/26/2026	retirement
Salazar-Mendiola, Olga	SpEd teacher	YHS	5/22/2026	moving

Serowski, Amy	SpEd teacher	YHS	5/22/2026	no reason given
Sinclair, Lance	bus driver	transportation	2/20/2026	personal
Terry, Jacquelyn	substitute	Administration	12/12/2025	personal
Walker, Teri	psychology	YHS	5/22/2026	no reason given