

**Regular Meeting of the Board of Education  
Monday, December 11, 2023 6:00 PM**

Dr. Joseph N. Siano Administrative Services Center Room A,  
131 S Flood Avenue, Norman, OK 73069



**Agenda**

*Any person with a disability who needs special accommodations to attend the Board of Education meeting should notify the Clerk of the Board at least 24 hours, if possible, prior to the scheduled time of the Board meeting. The telephone number is 405-364-1339. The Board may discuss, make motions, and vote on all matters appearing on the agenda. The vote on any item may be to approve, reject, table, rescind, or to take no action. The Board will consider and act upon the matters set forth on this Agenda as follows:*

- I. **Call to Order and Establish a Quorum**  
Procedural Item
- II. **Pledge of Allegiance**  
Procedural Item
- III. **Awards Presentations**  
Information Item
- A. **The Oklahoma Indian Challenge Bowl was held on Friday, October 27th at Seminole State College.**

<b>Norman High Tigers 2nd Place</b>	<b>Alcott Wildcats 1st Place</b>
Zephan Joe (Navajo) Ailani Aissaoui (Kiowa) Ava Batson-Perez (Chickasaw) Anna-Laura Bell (Choctaw)	Dwayne Scott (Muscogee) William Brown (Muscogee) Lauren Crossley (Cheyenne and Arapaho/Navajo) Ariahis Joe (Navajo)

Team Sponsors: Jamie McAlester, Zachary Grimes

- IV. **Public Communications**  
Procedural Item  
*This is an open, public meeting held in accordance with the Open Meeting Laws of the State of Oklahoma. The purpose of this meeting is to conduct the business of the Norman School District. As elected representatives of the voters and patrons of the District, the members of the Board of Education will be making decisions concerning the operation of the District. The agenda for Regular Meetings includes an opportunity for the public to address any item appearing on the agenda. Members of the public wishing to speak must sign in with the Clerk of the Board prior to the convening of the Board meeting. Statements to the Board by the public are limited to no more than 3 minutes per speaker. The Board reserves the right to limit repetitive comments, comments unrelated to the business of the Board or the total amount of time dedicated to public comment in a single evening. Board members cannot respond to questions or comments during public communications but the Board President may refer matters of concern to the Superintendent for review and recommendations.*
- V. **Disposition of Routine Business by Consent Action**  
Action Item  
*The following matters may be approved in their entirety by the Board upon motion made, seconded and passed by a majority vote of the Board members. However, upon request by any Board member, any one or more matters will be removed from the consent docket and acted upon separately. Contracts are approved subject to review by the District's legal counsel. Any or all of the public record items included within the consent docket, i.e., minutes to be submitted for approval; purchase orders to be submitted for acceptance; purchase request for approval; financial report; proposed transfer of funds between activity accounts; and fund raising event listing, may be examined at the Office of the Clerk of the Board of Education at the Administrative Services Center at 131 South Flood Avenue, Norman, Oklahoma, at any time during regular business hours, which are Monday-Friday 7:45 AM-4:15 PM*
- A. **Purchase Orders (Encumbrances and/or bills to be paid for fiscal year 2023-2024)**  
Consent Item
- B. **Minutes for the Regular Meeting of the Board of Education November 13, 2023**  
Consent Item
- C. **Treasurer's Report for the period through November 30, 2023**  
Consent Item
- D. **Investment Report (presented for information only)**  
Consent Item
- E. **Certified Personnel Report and Recommendations - See Attachment "A" (posted with the agenda)**  
Consent Item

- F. **Support Personnel Report and Recommendations - See Attachment "B" (posted with the agenda)**  
Consent Item
- G. **Care Solace, Inc. Services Agreement for a web-based navigation system to assist students and families in locating and connecting with mental health treatment providers (Service pending grant awarded by the Oklahoma State Department of Education)**  
Consent Item
- H. **The Triumph Team LLC Consulting and Facilitation Services Agreement for Dimensions Academy**  
Consent Item
- I. **Contract for Construction Management Services between Norman Public Schools and Nabholz Construction**  
Consent Item
- J. **Agreement between Norman Public Schools and Waggoners Heat & Air Inc, for Alcott Middle School, Whittier Middle School, Irving Middle School, & Norman North High School HVAC Replacement Project.**  
Consent Item
- K. **Agreement for Professional Services between KSA Engineers, Inc. and Norman Public Schools**  
Consent Item
- L. **Applications for Sanctioning**  
Consent Item
  - 1. Kennedy Elementary PTA
  - 2. Longfellow Middle School PTA
  - 3. Norman PTA Council
- M. **Activity Fund Raising Reports with Proposed Events**  
Consent Item
  - 1. Cleveland Elementary School - Physical Education
  - 2. Irving Middle School - FACS
  - 3. Norman High School - Special Olympics
- N. **Open Transfer Law (Senate Bill 783)**  
Consent Item  
The new open transfer law (Senate Bill 783) requires that each school site's grade level capacity be approved by the Board of Education prior to the first day of January, April, July and October of each school year. The superintendent, or designee, shall determine the criteria to be used in determining grade capacity for each school site based on current enrollment and staffing.
- VI. **Additional Agenda Items**  
Procedural Item
- VII. **New Business: New business refers to any matter not known about or which could not have been reasonably foreseen prior to the time of posting of the agenda. Okla. Stat. tit. 25 § 311(A)(9).**  
Procedural Item
- VIII. **Administrative Staff Reports**  
Procedural Item
- IX. **Board of Education Reports**  
Procedural Item
- X. **Adjournment**  
Procedural Item

Name and Title of Person Posting this Notice and Agenda:  
Cathy Sasser, Board Clerk, Board of Education

\_\_\_\_\_  
Signature

CERTIFICATE OF POSTING

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District No. 29 of Cleveland County, Oklahoma, hereby certify that I posted a true and correct copy of the foregoing Public Notice and Agenda at the Dr. Joseph N. Siano Administrative Services Center Room A, 131 South Flood Avenue, in the City of Norman, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, at \_\_\_\_\_ o'clock \_\_\_\_\_.M.

\_\_\_\_\_  
Cathy Sasser, Board Clerk, Board of Education  
(Seal)

# Oklahoma Indian Challenge Bowl

Seminole State College

October 27th



## 1<sup>st</sup> Place

### Alcott Wildcats Team

Dwayne Scott (Muscogee)

William Brown (Muscogee)

Lauren Crossley  
(Cheyenne and Arapaho/Navajo)

Ariahis Joe (Navajo)

## 2<sup>nd</sup> Place

### Norman High Tigers Team

Zephan Joe (Navajo)

Ailani Aissaoui (Kiowa)

Ava Batson-Perez (Chickasaw)

Anna-Laura Bell (Choctaw)

Team Sponsors: Jamie McAlester, Zachary Grimes, Alyssa Factor

# Memorandum

**To:** Cathy Sasser, Clerk of the Board  
**From:** Janine Warren  
**Date:** December 11, 2023  
**Re:** Purchase Order History (Board Meeting 12/11/23)  
Report Period: 11/07/23 to 12/04/23

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## **Fiscal Year 24:**

Purchase Orders: #24004160 - #24004807

General Fund	\$ 1,453,163.72
Building Fund	-
Child Nutrition	50,300.00
Bond Funds	394,877.66
Sinking Funds	-
Trust Funds	500.00
School Activity Fund	179,306.59

# NORMAN PUBLIC SCHOOLS - LIVE



## OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 11/07/2023 TO 12/04/2023 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Line Description
DETAILS FOR ACCOUNT: 11.0000.00000.030.0000.0000.000.000. WAREHOUSE INVENTORY							
24004761	001	500001	AMAZON MARKETPLACE	12/04/23	230.00	230.00	WAREHOUSE STOCK AA BATTERIES
					230.00	230.00	
DETAILS FOR ACCOUNT: 11.0003.51000.611.0100.1050.000.155. INSTRUCT-PAPER SUPPLIES							
24004211	001	500000	AMAZON.COM	11/09/23	300.00	300.00	COLORLED CONSTRUCTION PAPER NEEDED
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0003.51000.611.0100.1050.000.165. INSTRUCT-PAPER SUPPLIES							
24004342	001	500000	AMAZON.COM	11/10/23	25.00	25.00	500 SHEETS OF GREEN CONSTRUCTION
24004462	001	500000	AMAZON.COM	11/16/23	165.00	165.00	10 PACKS WRITING PAPER; 10 PACKS
24004618	001	500000	AMAZON.COM	11/28/23	55.00	55.00	PASTEL PAPER FOR REMOTE LEARNING
					245.00	245.00	
DETAILS FOR ACCOUNT: 11.0003.51000.615.0430.0000.000.740. INSTR-BLNK FILMS/ VID/ AUDIOTA							
24004273	001	500001	AMAZON MARKETPLACE	11/09/23	30.00	30.00	READY PLAYER ONE 2018, HOME 2015,
					30.00	30.00	
DETAILS FOR ACCOUNT: 11.0003.51000.619.0100.0000.000.165. GENERAL OFFICE SUPPLIES							
24004341	001	500000	AMAZON.COM	11/10/23	125.00	125.00	3 SETS OF 6 STICKER BADGES; 2 SET
					125.00	125.00	
DETAILS FOR ACCOUNT: 11.0003.51000.619.0100.0000.000.501. INSTR-GENERAL OFFICE SUPPLIES							
24004228	001	500000	AMAZON.COM	11/09/23	300.00	300.00	PURPLE LANYARDS 100 PACK \$30.99 X
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0003.51000.619.0100.1050.000.130. INSTR-GENERAL OFFICE SUPPLIES							
24004648	001	001188	WESTCO LAMINATING SERVICES	11/30/23	368.00	368.00	LAMINATE ROLLS 27' 3ML
					368.00	368.00	
DETAILS FOR ACCOUNT: 11.0003.51000.619.0100.1050.000.140. INSTR-GENERAL OFFICE SUPPLIES							
24004694	001	500001	AMAZON MARKETPLACE	11/30/23	650.00	650.00	SUPPLIES FOR D STAFF INCLUDING BU
24004801	001	001225	WALMART STORES INC	12/04/23	500.00	500.00	SUPPLIES FOR TEACHERS FOR THEIR C
					1,150.00	1,150.00	
DETAILS FOR ACCOUNT: 11.0003.51000.619.0100.1050.000.165. INSTR-GENERAL OFFICE SUPPLIES							
24004518	001	500000	AMAZON.COM	11/17/23	50.00	50.00	(1ST GRADE) 1 BOX OF 100 10X13 MA
24004615	001	500000	AMAZON.COM	11/28/23	25.00	25.00	CLASSROOM SUPPLIES: 36 CT ASSORTE
					75.00	75.00	
DETAILS FOR ACCOUNT: 11.0003.51000.652.0100.1050.000.504. AUDIOVISUAL							
24004590	001	500000	AMAZON.COM	11/27/23	55.00	55.00	HEAD PHONES
					55.00	55.00	
DETAILS FOR ACCOUNT: 11.0003.51000.681.0100.0000.000.110. COCURRICULAR SUPPLIES							
24004588	001	500000	AMAZON.COM	11/27/23	500.00	500.00	CLASSROOM SUPPLIES FOR STUDENTS A
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0003.51000.681.0430.0000.000.170. INSTR-COCURRICULAR SUPPLIES							
24004737	001	500001	AMAZON MARKETPLACE	12/04/23	125.00	125.00	WINTER CRAFT ITEMS FOR K-8 STUDEN
					125.00	125.00	

# NORMAN PUBLIC SCHOOLS - LIVE



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GROUPED BY FUND

DATE RANGE: 11/07/2023 TO 12/04/2023 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.0003.51000.810.0100.0000.000.504. INSTRUCTION-DUES AND FEES							
24004716	001	720000	UNIVERSITY OF CENTRAL OKLAHOM	12/01/23	265.00	265.00	STATE AND NATIONAL ENTRY FEE FOR
					265.00	265.00	
DETAILS FOR ACCOUNT: 11.0003.52199.614.0100.1050.000.165. TESTING SUPPLIES & MATERIALS							
24004464	001	000287	NCS PEARSON ASSESSMENTS	11/16/23	225.00	225.00	2 PACKS OF 25 KTEA-3 BRIEF RECORD
24004626	001	000287	NCS PEARSON ASSESSMENTS	11/28/23	85.00	85.00	TESTING MATERIALS: 2 SETS OF 25 K
					310.00	310.00	
DETAILS FOR ACCOUNT: 11.0003.52410.619.0000.0000.000.107. PRINC OFF-GEN OFFICE SUPPLIES							
24004280	001	007747	SCHOOL SAFE ID LLC	11/09/23	92.95	92.95	SCHOOL SAFE ID PRINTER LABELS
24004288	001	005487	LAMINATING AND BINDING SOLUTI	11/09/23	73.48	73.48	LAMINATION FILM X2
					166.43	166.43	
DETAILS FOR ACCOUNT: 11.0003.52410.619.0000.0000.000.145. PRINC OFF-GEN OFFICE SUPPLIES							
24004328	001	003299	PRINT FINISHING SYSTEMS INC	11/10/23	131.80	131.80	DRYLAM, SCHOOL-LAM 25" X 500' 1"
					131.80	131.80	
DETAILS FOR ACCOUNT: 11.0003.52410.619.0000.0000.000.151. GENERAL OFFICE SUPPLIES							
24004460	001	500001	AMAZON MARKETPLACE	11/16/23	30.00	30.00	2 MACBOOK COVERS FOR ADMIN 1 COME
					30.00	30.00	
DETAILS FOR ACCOUNT: 11.0003.52410.619.0000.0000.000.705. PRINC OFF-GEN OFFICE SUPPLIES							
24004479	001	001188	WESTCO LAMINATING SERVICES	11/17/23	500.00	500.00	BLANKET PO FOR LAMINATING SUPPLIE
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0003.52410.619.0100.0000.000.504. GENERAL OFFICE SUPPLIES							
24004270	001	500000	AMAZON.COM	11/09/23	35.00	35.00	EXPANDING FILE FOLDERS
					35.00	35.00	
DETAILS FOR ACCOUNT: 11.0003.52410.619.0100.1050.000.155. GENERAL OFFICE SUPPLIES							
24004708	001	500000	AMAZON.COM	12/01/23	150.00	150.00	ITEMS NEEDED TO DISPERSE TO VARIO
					150.00	150.00	
DETAILS FOR ACCOUNT: 11.0003.52410.651.0000.0000.000.151. APPLIANCES/FURN/FIXTURES							
24004459	001	500001	AMAZON MARKETPLACE	11/16/23	150.00	150.00	2 PORTABLE DESKS
					150.00	150.00	
DETAILS FOR ACCOUNT: 11.0003.52410.653.0000.0000.000.165. COMPUTERS							
24004489	001	500000	AMAZON.COM	11/17/23	45.00	45.00	1 BLUE LIGHT SCREEN PROTECTOR FOR
					45.00	45.00	
DETAILS FOR ACCOUNT: 11.0008.52573.860.0000.0000.000.001. INSERV TRAIN-STAFF REG & TUITI							
24004380	001	000413	NORMAN CHAMBER OF COMMERCE	11/14/23	325.00	325.00	NORMAN CHAMBER OF COMMERCE 2023 S
					325.00	325.00	
DETAILS FOR ACCOUNT: 11.0009.52340.582.0000.0000.000.001. OUT OF DISTRICT TRAVEL							
24004516	001	001268	SOUTHWEST AIRLINES	11/17/23	593.95	539.95	TO COVER SOUTHWEST FLIGHT PURCHAS
					593.95	539.95	

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DATE RANGE: 11/07/2023 TO 12/04/2023 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.0010.51000.320.0100.1050.000.050. PROFESSIONAL EDUCATION SERVICE							
24004671	001	012394	KELLY SERVICES, INC.	11/30/23	500,000.00	500,000.00	SUBSTITUTES FOR FY24
					500,000.00	500,000.00	
DETAILS FOR ACCOUNT: 11.0011.52199.653.0000.0000.000.050. TECH RELATED SUPPLIES							
24004661	001	002849	GOOGLE INC	11/30/23	1,200.00	1,200.00	GOOGLE WORKSPACE FOR EDUCATION (6
					1,200.00	1,200.00	
DETAILS FOR ACCOUNT: 11.0012.52318.331.0000.0000.000.001. AUDIT-ACCOUNTING SERV							
24004736	001	010751	CRAWFORD & ASSOCIATES PC	12/04/23	1,000.00	1,000.00	PREPARATION OF GOV'T WIDE FINANCI
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 11.0012.52720.524.0000.0000.000.001. VEH OP-STUD TRANSP VEH INS							
24004672	001	012900	BANCFIRST INSURANCE SERVICES	11/30/23	1,000.00	1,000.00	PREMIUMS FOR ADDITIONAL VEHICLES
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 11.0016.51000.581.0100.3000.000.705. IN DISTRICT TRAVEL							
24004160	001	014258	SHEPHERD, JAMIE	11/07/23	400.00	400.00	MILEAGE REIMBURSEMENT FOR NHS ASS
					400.00	400.00	
DETAILS FOR ACCOUNT: 11.0016.51000.581.0100.3000.000.710. IN DISTRICT TRAVEL							
24004375	001	013494	FITZGERALD, ANNA	11/14/23	400.00	400.00	BLANKET MILEAGE- TRAVELING TEACHE
					400.00	400.00	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.0000.000.088. COCURRICULAR SUPPLIES							
24004168	001	500000	AMAZON.COM	11/07/23	400.00	400.00	MATERIALS AND SUPPLIES FOR GINGER
24004169	001	000371	LOWE'S HOME CENTERS INC	11/07/23	600.00	600.00	MATERIALS AND SUPPLIES FOR GINGER
24004569	001	000371	LOWE'S HOME CENTERS INC	11/27/23	149.50	149.50	MATERIALS AND SUPPLIES FOR GINGER
					1,149.50	1,149.50	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.1187.000.050. INSTR-COCURRICULAR SUPPLIES							
24004577	001	000125	JW PEPPER & SON INC	11/27/23	890.00	890.00	33 COPIES TECOLATE VICTORIA, 101
24004578	001	010258	WOODWIND & BRASSWIND INC	11/27/23	150.00	150.00	35 COPIES ROUTE 66, 30 COPIES GIV
					1,040.00	1,040.00	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.2811.000.705. COCURRICULAR SUPPLIES							
24004161	001	000560	BERCHER CERAMIC SUPPLY INC	11/07/23	75.00	75.00	CLAY FOR NHS 3D ART CLASS
24004227	001	000257	BLICK ART MATERIALS	11/09/23	800.00	800.00	MISC. ART SUPPLIES FOR NHS ART ST
24004570	001	000257	BLICK ART MATERIALS	11/27/23	400.00	400.00	ART SUPPLIES FOR NHS ART CLASS
24004573	001	500000	AMAZON.COM	11/27/23	640.00	640.00	NHS ART SUPPLIES, DRAWING PAPER,
24004689	001	500000	AMAZON.COM	11/30/23	400.00	400.00	2D ILLUSTRATION AND 3D PRINTING S
					2,315.00	2,315.00	
DETAILS FOR ACCOUNT: 11.0016.51000.810.0100.1183.000.502. INSTRUCTION-DUES AND FEES							
24004692	001	000424	OKLAHOMA SECONDARY SCHOOL ACT	11/30/23	100.00	100.00	OSSAA CONTEST ENTRY FEE FOR LONGF
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0019.52132.616.0000.0000.000.050. MEDICAL-FIRST AID SUPPLIES							
24004408	001	011589	ALLIED 100 LLC	11/15/23	345.00	345.00	CPRCUBE2
24004445	001	500000	AMAZON.COM	11/16/23	250.00	250.00	CPR SAVERS AND FIRST AID LITTLE
24004635	001	500000	AMAZON.COM	11/28/23	140.44	102.10	5/5PK PETROLEUM JELLY 1/12 PK 16

# NORMAN PUBLIC SCHOOLS - LIVE



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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
24004797	001	011589	ALLIED 100 LLC	12/04/23	489.75	489.75	2/96PACK OF AIRWAYS
					1,225.19	987.05	
DETAILS FOR ACCOUNT: 11.0019.52132.618.0000.0000.000.050. CLEANING & MAINTENANCE SUPPLIE							
24004622	001	500000	AMAZON.COM	11/28/23	200.00	200.00	20/3PK CHAIN 100PK MINI KEY RINGS
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0019.52319.522.0000.0000.000.050. OTH BOE-LIABILITY INSURANCE							
24004188	001	014364	BLACKBURN, SHAWNA	11/08/23	150.00	150.00	NSO INSURANCE REIMBURSEMENT
					150.00	150.00	
DETAILS FOR ACCOUNT: 11.0019.52530.550.0000.0000.000.050. PRNT/PUB/DUP-PRINTING & BINDIN							
24004559	001	000600	MLTL ENTERPRISES LLC - IMAGE3	11/27/23	165.25	165.25	AED DO NOT BLOCK SIGNS
					165.25	165.25	
DETAILS FOR ACCOUNT: 11.0021.51000.681.0100.2250.000.050. COCURRICULAR SUPPLIES							
24004724	001	001263	FLINN SCIENTIFIC INC	12/01/23	460.00	460.00	(3) FACE SHIELS; (4) GOGGLE SANIT
					460.00	460.00	
DETAILS FOR ACCOUNT: 11.0022.52132.341.0819.0000.000.003. AMBULANCE SERVICES							
24004473	001	000727	NORMAN REGIONAL HEALTH SYSTEM	11/17/23	5,000.00	5,000.00	BLANKET FOR EMT SERVICES AT ATHLE
					5,000.00	5,000.00	
DETAILS FOR ACCOUNT: 11.0022.52640.439.0801.3330.000.003. OTHER EQUIPMENT & VEHICLE SERV							
24004474	001	000222	RIDDELL/ALL AMERICAN	11/17/23	2,263.20	2,263.20	REQUIRED YEARLY HELMET RECONDITIO
24004475	001	000222	RIDDELL/ALL AMERICAN	11/17/23	1,600.80	1,600.80	REQUIRED YEARLY HELMET RECONDITIO
24004494	001	000222	RIDDELL/ALL AMERICAN	11/17/23	4,637.90	4,637.90	REQUIRED YEARLY HELMET RECONDITIO
24004495	001	000222	RIDDELL/ALL AMERICAN	11/17/23	1,778.40	1,778.40	REQUIRED YEARLY HELMET RECONDITIO
					10,280.30	10,280.30	
DETAILS FOR ACCOUNT: 11.0025.52220.619.0000.0000.000.151. GENERAL OFFICE SUPPLIES							
24004561	001	000271	DEMCO INC	11/27/23	57.40	57.40	W13715820 - CLEAR GLOSSY LABELS
24004561	002	000271	DEMCO INC	11/27/23	9.76	9.76	W15309560 - EXPO ERASER
24004561	003	000271	DEMCO INC	11/27/23	28.12	28.12	W20148180 - MOVABLE SHELF LABEL H
24004561	004	000271	DEMCO INC	11/27/23	7.05	7.05	W12881930 - CLEAR GLOSSY LABEL PR
24004561	005	000271	DEMCO INC	11/27/23	28.04	28.04	W13721340 - CLEAR BOOK TAPE
					130.37	130.37	
DETAILS FOR ACCOUNT: 11.0025.52220.619.0000.0000.000.501. LIBR MEDIA-GEN OFFICE SUPPLIES							
24004250	001	013414	ODP BUSINESS SOLUTIONS LLC	11/09/23	270.00	270.00	SUPPLIES FOR ALCOTT LIBRARY
24004257	001	000271	DEMCO INC	11/09/23	310.00	310.00	SUPPLIES FOR ALCOTT LIBRARY
					580.00	580.00	
DETAILS FOR ACCOUNT: 11.0025.52220.619.0000.0000.000.710. LIBR MEDIA-GEN OFFICE SUPPLIES							
24004249	001	050009	WALMART	11/09/23	500.00	500.00	SUPPLIES FOR NNHS LIBRARY - DO NO
24004256	001	000271	DEMCO INC	11/09/23	702.00	702.00	SUPPLIES FOR NNHS LIBRARY
					1,202.00	1,202.00	
DETAILS FOR ACCOUNT: 11.0029.52620.438.0000.0000.000.050. BUILD OP-OTH BUILDING SERV							
24004202	001	014135	ARV SHEET METAL & ROOFING LLC	11/09/23	10,000.00	10,000.00	SERVICE REPAIR
					10,000.00	10,000.00	

# NORMAN PUBLIC SCHOOLS - LIVE



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DETAILS FOR ACCOUNT: 11.0029.52620.449.0000.0000.000.050. OTHER RENTALS OR LEASE SERVICE							
24004368	001	013599	HERC RENTALS INC	11/14/23	40,000.00	40,000.00	RENTALS
					40,000.00	40,000.00	
DETAILS FOR ACCOUNT: 11.0029.52620.459.0000.0000.000.050. BUILD OP-OTH CONSTRUCTION SERV							
24004372	001	013331	CADDELL & CO LLC	11/14/23	19,296.49	19,296.49	CUT EXISTING VCT IN CORRIDOR DEMO
					19,296.49	19,296.49	
DETAILS FOR ACCOUNT: 11.0029.52620.618.0000.0000.000.050. BUILD OP-CLEAN & MAINT SUP							
24004206	001	008634	ELM CREEK GRAVEL LLC	11/09/23	10,000.00	6,660.00	PLAYGROUND BEDDING REF 24001096
					10,000.00	6,660.00	
DETAILS FOR ACCOUNT: 11.0029.52620.653.0000.0000.000.095. BUILD OP-COMPUTERS							
24004362	001	000389	OFFICE DEPOT	11/13/23	500.00	401.74	PRINTER INK
					500.00	401.74	
DETAILS FOR ACCOUNT: 11.0029.52670.438.0000.0000.000.050. SAFETY-OTH BUILDING SERV							
24004501	001	000807	FIRETROL PROTECTION SYSTEMS	11/17/23	30,000.00	30,000.00	MAINTENANCE REPAIR FOR DISTRICT
					30,000.00	30,000.00	
DETAILS FOR ACCOUNT: 11.0033.52340.650.0000.0000.000.050. OTH GEN ADMIN-TECH RELITEMS							
24004587	001	500001	AMAZON MARKETPLACE	11/27/23	100.00	100.00	AOC 27B2H 27" Full HD IPS MONITOR
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0041.51000.581.0100.0000.000.145. IN DISTRICT TRAVEL							
24004759	001	007382	KOCH, AMBER	12/04/23	410.00	410.00	MILEAGE REIMBURSEMENT FOR TRAVELI
					410.00	410.00	
DETAILS FOR ACCOUNT: 11.0041.51000.581.0100.0000.000.160. IN DISTRICT TRAVEL							
24004224	001	012425	STEWART, MACEY	11/09/23	168.00	168.00	MILEAGE REIMBURSEMENT FOR TRAVELI
24004303	001	012425	STEWART, MACEY	11/10/23	450.00	450.00	MILEAGE REIMBURSEMENT FOR TRAVELI
					618.00	618.00	
DETAILS FOR ACCOUNT: 11.0041.52571.337.0000.0000.000.001. OTH PROFESSIONAL SERVICES							
24004279	001	050034	ACCUFAX	11/09/23	5,000.00	5,000.00	OSBI BACKGROUND CHECKS FOR NEW EM
					5,000.00	5,000.00	
DETAILS FOR ACCOUNT: 11.0043.52573.860.0000.0000.000.096. INSERV TRAIN-STAFF REG & TUITI							
24004697	001	001868	OKLAHOMA ASSOCIATION FOR PUPI	11/30/23	50.00	50.00	OAPT ONLINE SCHOOL BUS DRIVER TRA
					50.00	50.00	
DETAILS FOR ACCOUNT: 11.0043.52720.336.0000.0000.000.096. VEH OP-MEDICAL SERV							
24004629	001	000547	COMPLIANCE RESOURCE GROUP INC	11/28/23	5,000.00	5,000.00	MANDATORY DRUG TESTING COMPLIANCE
					5,000.00	5,000.00	
DETAILS FOR ACCOUNT: 11.0043.52720.619.0000.0000.000.096. VEH OP-GEN OFFICE SUPPLIES							
24004699	001	500001	AMAZON MARKETPLACE	11/30/23	500.00	500.00	MISC AND OFFICE SUPPLIES
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0043.52720.653.0000.0000.000.096. VEH OP-COMPUTERS							
24004232	001	500001	AMAZON MARKETPLACE	11/09/23	250.00	244.39	MISC. IT/TECH RELATED SUPPLIES
					250.00	244.39	

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DETAILS FOR ACCOUNT: 11.0043.52740.439.0000.0000.000.096. VEH SERV-OTH EQUIP & VEH SERV							
24004177	001	001253	FIRESTONE COMPLETE AUTO CARE	11/08/23	5,000.00	5,000.00	BUS AND VEHICLE REPAIRS
24004184	001	013240	HOLT TRUCK CENTERS OF OKLAHOM	11/08/23	20,000.00	20,000.00	BUS AND VEHICLE REPAIRS
24004200	001	013600	SBC RHC F NORM, LP	11/08/23	10,000.00	10,000.00	VEHICLE REPAIRS AND SERVICES
24004201	001	000336	MIDWEST BUS SALES INC	11/08/23	5,000.00	5,000.00	BUS AND VEHICLE REPAIRS
24004218	001	010962	PENSKE COMMERCIAL VEHICLES US	11/09/23	5,000.00	5,000.00	BUS AND VEHICLE REPAIRS
24004430	001	013600	SBC RHC F NORM, LP	11/15/23	15,000.00	15,000.00	VEHICLE REPAIRS AND SERVICES
24004731	001	000336	MIDWEST BUS SALES INC	12/01/23	5,000.00	5,000.00	BUS AND VEHICLE REPAIRS
					<b>65,000.00</b>	<b>65,000.00</b>	
DETAILS FOR ACCOUNT: 11.0043.52740.582.0000.0000.000.096. OUT OF DISTRICT TRAVEL							
24004357	001	014384	STREATER, CURREN	11/13/23	37.83	37.83	REIMBURSEMENT FOR GAS
24004798	001	001627	BEDIGREW, SCOTT	12/04/23	30.00	30.00	REIMBURSEMENT FOR GAS
24004800	001	012163	CARTWRIGHT, CRYSTAL	12/04/23	165.00	165.00	PER DIEM FOR OVERNIGHT TRIP: OAPT
					<b>232.83</b>	<b>232.83</b>	
DETAILS FOR ACCOUNT: 11.0043.52740.612.0000.0000.000.096. VEH SERV-AUTO AND BUS SUPPLIES							
24004213	001	010567	TY-LIND AUTO PARTS LLC - NAPA	11/09/23	5,000.00	1,337.12	BUS AND VEHICLE PARTS
24004698	001	006297	247 SECURITY INC	11/30/23	2,000.00	2,000.00	BUS AND VEHICLE PARTS
					<b>7,000.00</b>	<b>3,337.12</b>	
DETAILS FOR ACCOUNT: 11.0043.52740.810.0000.0000.000.096. VEH SERV-DUES AND FEES							
24004243	001	014379	JACKSON, SIERRA	11/09/23	78.52	78.52	CDL REIMBURSEMENT
24004799	001	014127	HILL, JESSE	12/04/23	146.72	146.72	CDL REIMBURSEMENT
					<b>225.24</b>	<b>225.24</b>	
DETAILS FOR ACCOUNT: 11.0044.52199.582.0000.0000.000.001. STUDENT SUPP-OUT OF DIST TRAVE							
24004747	001	010858	PENNEL, AMBER	12/04/23	300.00	300.00	TRAVEL REIMBURSEMENT FOR SUPERVIS
24004749	001	010858	PENNEL, AMBER	12/04/23	300.00	300.00	TRAVEL REIMBURSEMENT FOR SUPERVIS
24004750	001	014264	WHITSELL, BARRY	12/04/23	300.00	300.00	TRAVEL REIMBURSEMENT FOR SUPERVIS
24004751	001	013578	ROSE, BARBARA	12/04/23	300.00	300.00	MILEAGE FOR OUT OF DISTRICT TRAVE
24004752	001	013579	WRIGHT, HALLIE	12/04/23	300.00	300.00	MILEAGE REIMBURSEMENT FOR SUPERVI
					<b>1,500.00</b>	<b>1,500.00</b>	
DETAILS FOR ACCOUNT: 11.0045.51000.322.0100.0000.000.740. INSTRUCTIONAL SERVICES							
24004630	001	013321	IMAGINE LEARNING LLC	11/28/23	90,000.00	90,000.00	QUOTE 294093 BOARD APPROVED 08/14
24004630	002	013321	IMAGINE LEARNING LLC	11/28/23	510,000.00	510,000.00	QUOTE 294093 BOARD APPROVED 08/14
24004631	001	013321	IMAGINE LEARNING LLC	11/28/23	400.00	400.00	JUNE SUMMER SCHOOL IS TEACHING 18
24004631	002	013321	IMAGINE LEARNING LLC	11/28/23	18,300.00	18,300.00	IS TEACHING JUNE/JULY SUMMER SCHO
					<b>618,700.00</b>	<b>618,700.00</b>	
DETAILS FOR ACCOUNT: 11.0045.51000.644.0100.5400.000.740. SUPPLEMENTAL TEXTBOOKS N/S ADO							
24004596	001	011795	LITERACY RESOURCES LLC	11/28/23	89.00	89.00	MY-HEGGERTY ONLINE RESOURCES / DA
					<b>89.00</b>	<b>89.00</b>	
DETAILS FOR ACCOUNT: 11.0052.51000.611.0100.1012.000.050. PAPER SUPPLIES							
24004723	001	500000	AMAZON.COM	12/01/23	30.00	30.00	FSWCKK 100 SHEETS DARK BROWN KRAF
					<b>30.00</b>	<b>30.00</b>	
DETAILS FOR ACCOUNT: 11.0071.52660.653.0000.0000.000.050. TECH RELATED SUPPLIES							
24004176	001	500000	AMAZON.COM	11/08/23	1,000.00	1,000.00	SECURITY EQUIPMENT FOR DISTRICT W
					<b>1,000.00</b>	<b>1,000.00</b>	

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DETAILS FOR ACCOUNT: 11.0073.51000.681.0100.1050.000.501. COCURRICULAR SUPPLIES							
24004503	001	500000	AMAZON.COM	11/17/23	101.00	101.00	BALLS FOR RECESS
					101.00	101.00	
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1130.000.130. BOOKS							
24004458	001	013306	VENTRIS LEARNING LLC	11/16/23	230.00	230.00	PURCHASE 3 UFLI TEACHING MANUALS
					230.00	230.00	
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.112. BOOKS							
24004383	001	010254	ACADEMIC SUCCESS FOR ALL LEAR	11/14/23	165.00	165.00	ORDER TO INCLUDE: ITEM #LBC01 SET
24004384	001	011795	LITERACY RESOURCES LLC	11/14/23	720.00	720.00	ORDER TO INCLUDE: ITEM #1412323 -
24004385	001	003113	ACADEMIC THERAPY PUBL INC	11/14/23	350.00	350.00	ORDER TO INCLUDE ITEM #CS-2181-4
24004386	001	013731	WHOLE PHONICS INC	11/14/23	550.00	550.00	ORDER TO INCLUDE SET OF LEVEL 2 R
24004388	002	012668	CIGDEM OGUTVEREN-KNEBEL	11/14/23	480.00	480.00	DECODABLE READERS PAPERBACK BUNDL
24004388	003	012668	CIGDEM OGUTVEREN-KNEBEL	11/14/23	216.00	216.00	BOOK SET - ELEVEN NOVICE DECODABL
					2,481.00	2,481.00	
DETAILS FOR ACCOUNT: 11.0367.51000.681.0427.1130.000.153. COCURRICULAR SUPPLIES							
24004231	001	000025	NASCO EDUCATION LLC	11/09/23	377.55	56.61	DRY ERASE WHITE BOARDS FOR RSA PA
					377.55	56.61	
DETAILS FOR ACCOUNT: 11.0367.52213.641.0427.0000.000.160. BOOKS							
24004555	001	500000	AMAZON.COM	11/27/23	900.00	900.00	NEXT STEPS IN LITERACY INSTRUCTIO
					900.00	900.00	
DETAILS FOR ACCOUNT: 11.0412.51000.653.0315.8700.000.501. TECH RELATED SUPPLIES							
24004453	001	013961	LONG YU	11/16/23	1,043.00	1,043.00	FILAMENT AND SMALL REPAIR PARTS
					1,043.00	1,043.00	
DETAILS FOR ACCOUNT: 11.0412.51000.657.0314.3400.000.705. UNIFORMS							
24004163	001	007762	OKLAHOMA FAMILY CAREER AND CO	11/07/23	300.00	300.00	5 FCCLA JACKETS FOR STUDENTS @ \$5
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0314.8400.000.500. COCURRICULAR SUPPLIES							
24004665	001	008678	HOBBY LOBBY	11/30/23	200.00	200.00	CAREER TECH FACS SUPPLIES
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0314.8400.000.705. COCURRICULAR SUPPLIES							
24004165	001	012200	JP MORGAN CHASE BANK NA	11/07/23	1,000.00	1,000.00	FIELD TRIP TO TEXAS W/AAPIA CLUB
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0314.8400.000.710. INSTR-COCURRICULAR SUPPLIES							
24004770	001	008678	HOBBY LOBBY	12/04/23	300.00	300.00	BLANKET PO FOR CLASSROOM SUPPLIES
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0315.8700.000.500. COCURRICULAR SUPPLIES							
24004340	001	500000	AMAZON.COM	11/10/23	90.00	90.00	1-39 GALLON TRASH BAGS \$32.99,3-L
					90.00	90.00	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0315.8700.000.501. COCURRICULAR SUPPLIES							
24004263	001	500000	AMAZON.COM	11/09/23	1,500.00	1,458.72	CLASSROOM SUPPLIES FOR GATEWAY TO

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24004264	001	500000	AMAZON.COM	11/09/23	1,500.00	1,058.00	CLASSROOM SUPPLIES FOR GATEWAY TO
					3,000.00	2,516.72	
DETAILS FOR ACCOUNT: 11.0511.51000.653.0429.0000.000.165. TECH RELATED SUPPLIES							
24004423	001	500000	AMAZON.COM	11/15/23	800.00	800.00	TITLE 1- TECH RELATED SUPPLIES: 2
					800.00	800.00	
DETAILS FOR ACCOUNT: 11.0511.51000.653.0429.1050.000.165. TECH RELATED SUPPLIES							
24004499	001	000824	APPLE INC	11/17/23	6,000.00	6,000.00	TITLE 1- TECH RELATED SUPPLIES: 1
					6,000.00	6,000.00	
DETAILS FOR ACCOUNT: 11.0511.51000.681.0429.0000.000.165. COCURRICULAR SUPPLIES							
24004558	001	500000	AMAZON.COM	11/27/23	300.00	300.00	TITLE 1- READING & MATH STRATEGIE
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0511.51000.681.0429.1130.000.160. COCURRICULAR SUPPLIES							
24004406	001	011795	LITERACY RESOURCES LLC	11/15/23	400.00	400.00	DECODABLE BOOKS FOR KINDER AND 1S
24004656	001	001740	SCHOOL SPECIALTY	11/30/23	2,980.00	2,980.00	CLASSROOM TEACHING SUPPLIES WITH
					3,380.00	3,380.00	
DETAILS FOR ACCOUNT: 11.0511.51000.810.0429.0000.000.501. DUES AND FEES							
24004171	001	730072	UNIVERSITY OF OKLAHOMA	11/08/23	140.00	140.00	TITLE 1- OKLAHOMA WRITING PROJECT
					140.00	140.00	
DETAILS FOR ACCOUNT: 11.0511.52120.581.0429.0000.000.170. IN DISTRICT TRAVEL							
24004179	001	001436	MACE, LINDA	11/08/23	200.00	133.65	FY24 INSTRUCTIONAL TRAVEL BETWEEN
24004794	001	013227	LEGG, ELIZABETH	12/04/23	150.00	150.00	FY24 INSTRUCTIONAL TRAVEL BETWEEN
					350.00	283.65	
DETAILS FOR ACCOUNT: 11.0511.52194.681.0429.0000.000.120. PARENT ADV-COCURR SUPPLIES							
24004537	001	001225	WALMART STORES INC	11/20/23	500.00	178.22	STREAM NIGHT MATERIALS/TITLE 1
					500.00	178.22	
DETAILS FOR ACCOUNT: 11.0511.52194.683.0429.1050.000.155. EXTRA CURRICULAR SUPPLIES							
24004793	001	500000	AMAZON.COM	12/04/23	800.00	800.00	CO-CURRICULAR ITEMS NEEDED FOR MU
					800.00	800.00	
DETAILS FOR ACCOUNT: 11.0511.52199.619.0429.0000.000.088. STUDENT SUPP-GEN OFFICE SUPPLI							
24004181	001	001225	WALMART STORES INC	11/08/23	100.00	100.00	CLOTHING, HYGIENE, AND SCHOOL SUP
24004182	001	001225	WALMART STORES INC	11/08/23	300.00	300.00	CLOTHING, HYGIENE, AND SCHOOL SUP
24004183	001	001225	WALMART STORES INC	11/08/23	100.00	100.00	CLOTHING, HYGIENE, AND SCHOOL SUP
24004411	001	001225	WALMART STORES INC	11/15/23	200.00	200.00	CLOTHING, HYGIENE, AND SCHOOL SUP
24004421	001	001225	WALMART STORES INC	11/15/23	100.00	100.00	CLOTHING, HYGIENE, AND SCHOOL SUP
24004424	001	001225	WALMART STORES INC	11/15/23	100.00	100.00	CLOTHING, HYGIENE, AND SCHOOL SUP
24004463	001	001225	WALMART STORES INC	11/16/23	300.00	300.00	CLOTHING, HYGIENE, AND SCHOOL SUP
24004467	001	001225	WALMART STORES INC	11/16/23	200.00	200.00	CLOTHING, HYGIENE, AND SCHOOL SUP
24004533	001	001225	WALMART STORES INC	11/20/23	100.00	100.00	CLOTHING, HYGIENE, AND SCHOOL SUP
24004536	001	001225	WALMART STORES INC	11/20/23	300.00	300.00	CLOTHING, HYGIENE, AND SCHOOL SUP
24004796	001	001225	WALMART STORES INC	12/04/23	200.00	200.00	CLOTHING, HYGIENE, AND SCHOOL SUP
					2,000.00	2,000.00	

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DETAILS FOR ACCOUNT: 11.0511.52213.321.0429.0000.000.140. INSTRUCTIONAL PROG IMPROVE SER							
24004792	001	012943	HEARTLAND BAVX LLC	12/04/23	2,000.00	2,000.00	1 DAY BALANCE AUDITORY EXERCISES
					2,000.00	2,000.00	
DETAILS FOR ACCOUNT: 11.0511.52213.860.0429.0000.000.501. INST SF TRAIN-STAFF REG & TUIT							
24004170	001	730072	UNIVERSITY OF OKLAHOMA	11/08/23	30.00	30.00	TITLE 1- OKLAHOMA WRITING PROJECT
24004619	001	001325	CCOSA	11/28/23	2,600.00	2,600.00	REGISTRATION FOR CONFERENCE ON FE
					2,630.00	2,630.00	
DETAILS FOR ACCOUNT: 11.0511.52573.860.0429.0000.000.501. INSERV TRAIN-STAFF REG & TUITI							
24004655	001	001325	CCOSA	11/30/23	1,000.00	1,000.00	REGISTRATION FOR CONFERENCE ON FE
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 11.0518.51000.530.0498.0000.000.740. COMMUNICATION SERVICES							
24004199	001	013321	IMAGINE LEARNING LLC	11/08/23	2,200.00	2,200.00	20 ODYSSEYWARE LICENSES FOR SPECI
					2,200.00	2,200.00	
DETAILS FOR ACCOUNT: 11.0541.55500.860.0429.0000.000.050. STAFF REGISTRATION & TUITION							
24004695	001	004362	MARZANO RESOURCES LLC	11/30/23	13,000.00	13,000.00	ALL SAINTS CATHOLIC SCHOOL REGIST
					13,000.00	13,000.00	
DETAILS FOR ACCOUNT: 11.0561.51000.322.0429.0000.000.092. INSTRUCTIONAL SERVICES							
24004687	001	001650	ANADARKO PUBLIC SCHOOLS	11/30/23	500.00	500.00	CULTURAL PRESENTATIONS
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0561.51000.581.0429.0000.000.155. IN DISTRICT TRAVEL							
24004413	001	012627	MCALESTER, JAMIE	11/15/23	150.00	150.00	IN-DISTRICT MILEAGE REIMBURSEMENT
					150.00	150.00	
DETAILS FOR ACCOUNT: 11.0561.51000.581.0429.0000.000.705. INSTRUCT-IN DISTRICT TRAVEL							
24004416	001	002482	VALLEY, PATRICIA	11/15/23	150.00	150.00	IN-DISTRICT MILEAGE REIMBURSEMENT
24004688	001	014407	FALLS DOWN, CORDELIA	11/30/23	150.00	150.00	IN-DISTRICT MILEAGE REIMBURSEMENT
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0561.52199.561.0429.0000.000.092. TUITION-INSIDE STATE							
24004405	001	012869	RAMBO, BRANDI	11/15/23	80.00	80.00	REF:DAX RAMBO REIMBURSEMENT FOR C
					80.00	80.00	
DETAILS FOR ACCOUNT: 11.0561.52199.682.0429.0000.000.092. REFRESHMENTS/AWARDS/GIFTS							
24004271	001	000851	MOORE PUBLIC SCHOOLS ISD I-2	11/09/23	275.00	275.00	TRIBAL CONSULTATION REFRESHMENTS
24004419	001	014393	MORGAN, SHANNON	11/15/23	44.95	44.95	CAP AND GOWN FOR KOLBY TIMMONS (P
24004420	001	011744	CLIFT, LESLIE	11/15/23	44.95	44.95	CAP AND GOWN REIMBURSEMENT FOR OL
					364.90	364.90	
DETAILS FOR ACCOUNT: 11.0561.52199.683.0429.0000.000.092. STUD SUPP-EXTRA CURRICULAR SUP							
24004210	001	014226	KIOWA TRIBE	11/09/23	2,500.00	2,500.00	INDIAN ED. T-SHIRTS/ BATTLE OF TH
					2,500.00	2,500.00	
DETAILS FOR ACCOUNT: 11.0561.52199.810.0429.0000.000.092. STUDENT SUPPORT-DUES AND FEES							
24004173	001	014353	WATERMAN, JEFFREY	11/08/23	100.00	100.00	AP REIMBURSEMENT EXAM FOR : MIRAN
24004174	001	014353	WATERMAN, JEFFREY	11/08/23	100.00	100.00	AP REIMBURSEMENT EXAM- FOR MOLLY

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24004414	001	000521	OKLAHOMA COUNCIL FOR INDIAN E	11/15/23	150.00	150.00	OVERAGE FOR #PO 24003489 REGISTRA
24004417	001	014391	GIBSON, DANA	11/15/23	100.00	100.00	AP REIMBURSEMENT EXAM FOR: CHRIST
24004418	001	014392	MILLIGAN, MELANIE	11/15/23	100.00	100.00	AP REIMBURSEMENT EXAM FOR LILLIE
					<b>550.00</b>	<b>550.00</b>	
DETAILS FOR ACCOUNT: 11.0561.52213.581.0429.0000.000.092. IN DISTRICT TRAVEL							
24004804	001	004109	SCHOVANEC, WENDI	12/04/23	165.00	165.00	PER DIEM: OCIE CONFERENCE IN STAT
24004805	001	002482	VALLEY, PATRICIA	12/04/23	165.00	165.00	PER DIEM: OCIE CONFERENCE DEC. 3,
24004806	001	013642	JOHNSON, SARIAH	12/04/23	165.00	165.00	PER DIEM IN-STATE: OCIE CONFERENC
24004807	001	012627	MCALESTER, JAMIE	12/04/23	165.00	165.00	PER DIEM : OCIE CONFERENCE IN-STA
					<b>660.00</b>	<b>660.00</b>	
DETAILS FOR ACCOUNT: 11.0561.52573.581.0429.0000.000.092. INSERV TRAIN-IN DISTRICT TRAVE							
24004412	001	010605	GRIMES, ZACHARY	11/15/23	150.00	150.00	IN-DISTRICT MILEAGE REIMBURSEMENT
24004691	001	002487	HARJO, LUCYANN	11/30/23	165.00	165.00	PER DIEM IN STATE CONFERENCE OCIE
					<b>315.00</b>	<b>315.00</b>	
DETAILS FOR ACCOUNT: 11.0561.52573.860.0429.0000.000.092. INSERV TRAIN-STAFF REG & TUITI							
24004686	001	000521	OKLAHOMA COUNCIL FOR INDIAN E	11/30/23	1,500.00	1,500.00	REGISTRATION FOR OCIE CONFERENCE
					<b>1,500.00</b>	<b>1,500.00</b>	
DETAILS FOR ACCOUNT: 11.0561.52620.421.0429.0000.000.092. CUSTODIAL SERVICES							
24004407	001	000062	SODEXO MANAGEMENT INC	11/15/23	155.00	155.00	CULTURAL SHARING NIGHT/NEED SODEX
					<b>155.00</b>	<b>155.00</b>	
DETAILS FOR ACCOUNT: 11.0563.52199.682.0429.0000.000.092. REFRESHMENTS/AWARDS/GIFTS							
24004172	001	001232	SAM'S EAST INC	11/08/23	1,000.00	1,000.00	CULTURAL ACTIVITIES REFRESHMENTS
24004690	001	012200	JP MORGAN CHASE BANK NA	11/30/23	1,000.00	1,000.00	COLLEGE LINKS REFRESHMENTS
					<b>2,000.00</b>	<b>2,000.00</b>	
DETAILS FOR ACCOUNT: 11.0613.52573.860.0239.0000.000.089. INSERV TRAIN-STAFF REG & TUITI							
24004795	001	001876	BETHANY PUBLIC SCHOOLS	12/04/23	1,275.00	1,275.00	REGISTRATION FEE FOR JANET ATKINS
					<b>1,275.00</b>	<b>1,275.00</b>	
DETAILS FOR ACCOUNT: 11.0615.52573.860.0239.0000.000.089. STAFF REGISTRATION & TUITION							
24004465	001	001367	OKLAHOMA SCHOOL PSYCHOLOGICAL	11/16/23	100.00	100.00	OSPA ANNUAL CONFERENCE - 2023 AT
					<b>100.00</b>	<b>100.00</b>	
DETAILS FOR ACCOUNT: 11.0618.51000.617.0239.0000.000.710. FOOD RELATED PAPER PRODUCTS							
24004486	001	500000	AMAZON.COM	11/17/23	15.99	15.99	SET OF REUSABLE GROW FORWARD PLAS
					<b>15.99</b>	<b>15.99</b>	
DETAILS FOR ACCOUNT: 11.0618.51000.651.0239.0000.000.705. APPLIANCES/FURN/FIXTURES							
24004600	001	001225	WALMART STORES INC	11/28/23	750.00	750.00	(1) PREMIUM LEVELLA 5.9 CUBIC FEE
					<b>750.00</b>	<b>750.00</b>	
DETAILS FOR ACCOUNT: 11.0618.51000.651.0239.0000.000.710. APPLIANCES/FURN/FIXTURES							
24004302	001	500000	AMAZON.COM	11/10/23	410.00	40.06	(1) POSH CREATIONS STRUCTURED COM
					<b>410.00</b>	<b>40.06</b>	

# NORMAN PUBLIC SCHOOLS - LIVE



## OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 11/07/2023 TO 12/04/2023 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.0621.51000.653.0239.0000.000.153. TECH RELATED SUPPLIES							
24004466	001	001271	PHONAK LLC	11/16/23	952.57	952.57	ROGER TOUCHSCREEN MICROPHONE
24004466	002	001271	PHONAK LLC	11/16/23	1,721.68	1,721.68	ROGER X (02) (CHAMPAGNE)
24004466	003	001271	PHONAK LLC	11/16/23	21.00	21.00	SHIPPING & HANDLING
					<b>2,695.25</b>	<b>2,695.25</b>	
DETAILS FOR ACCOUNT: 11.0621.52140.614.0239.0000.000.089. PSYCH-TEST SUPPLIES & MATERIAL							
24004468	001	000287	NCS PEARSON ASSESSMENTS	11/16/23	47.00	47.00	ITEM# 0158048547 DAYC-2 SOCIAL-EM
24004468	002	000287	NCS PEARSON ASSESSMENTS	11/16/23	50.00	50.00	ITEM# 0158048555 DAYC-2 PHYSICAL
24004468	003	000287	NCS PEARSON ASSESSMENTS	11/16/23	540.00	540.00	ITEM# 0158978501 WISC-V RESPONSE
24004468	004	000287	NCS PEARSON ASSESSMENTS	11/16/23	410.40	410.40	ITEM #A103000190570 WIAT-4 RESPON
24004468	005	000287	NCS PEARSON ASSESSMENTS	11/16/23	105.00	105.00	SHIPPING
24004471	001	000287	NCS PEARSON ASSESSMENTS	11/16/23	110.60	110.60	#0158985095 WPPSI-IV RESPONSE BOO
24004471	002	000287	NCS PEARSON ASSESSMENTS	11/16/23	25.00	25.00	SHIPPING & HANDLING
					<b>1,288.00</b>	<b>1,288.00</b>	
DETAILS FOR ACCOUNT: 11.0621.52140.653.0239.0000.000.089. PSYCH-COMPUTERS							
24004470	001	000287	NCS PEARSON ASSESSMENTS	11/16/23	350.00	350.00	ITEM #30866 BASC-3 Q-GLOBAL DIGIT
24004470	002	000287	NCS PEARSON ASSESSMENTS	11/16/23	15.00	15.00	SHIPPING & HANDLING
					<b>365.00</b>	<b>365.00</b>	
DETAILS FOR ACCOUNT: 11.1110.52213.583.0100.2172.000.710. OUT OF STATE TRAVEL							
24004634	001	013623	HIRD, XUEMEI	11/28/23	120.00	120.00	PO 24003294 WAS SHORT BY \$120 ON
					<b>120.00</b>	<b>120.00</b>	
DETAILS FOR ACCOUNT: 11.1114.52240.614.0251.0000.000.710. TESTING SUPPLIES & MATERIALS							
24004363	001	011002	LANGUAGE TESTING INTERNATIONAL	11/13/23	60.00	60.00	WORLD LANGUAGE PROFICIENCY TESTS
					<b>60.00</b>	<b>60.00</b>	
DETAILS FOR ACCOUNT: 11.1161.51000.736.0311.8000.000.705. MACHINERY							
24004304	001	013552	HULL MACHINE TOOLS INC	11/10/23	1,495.00	1,495.00	NPSF GRANT #88 (1) SCOTCHMAN MODE
					<b>1,495.00</b>	<b>1,495.00</b>	
DETAILS FOR ACCOUNT: 11.1169.51000.619.0129.2500.000.001. GENERAL OFFICE SUPPLIES							
24004706	001	500001	AMAZON MARKETPLACE	12/01/23	60.00	60.00	3D SUNLU STORE 250G PLA FILAMENT
					<b>60.00</b>	<b>60.00</b>	
DETAILS FOR ACCOUNT: 11.1169.52199.683.0129.2500.000.001. EXTRA CURRICULAR SUPPLIES							
24004366	001	004065	VEX ROBOTICS INC	11/13/23	898.00	898.00	SKU 228-8899 VEX IQ EDUCATION KIT
24004366	002	004065	VEX ROBOTICS INC	11/13/23	398.00	398.00	SKU 269-6705 VEX GO EDUCATION KIT
24004366	003	004065	VEX ROBOTICS INC	11/13/23	46.69	46.69	SHIPPING & HANDLING
24004564	001	012882	RALSTON, JEREMY	11/27/23	66.43	66.43	REIMBURSE FOR PURCHASE OF LIPO BA
24004571	001	500001	AMAZON MARKETPLACE	11/27/23	150.00	150.00	FOUR EACH - LEAMBE 3 SETS 3-BLADE
24004623	001	500001	AMAZON MARKETPLACE	11/28/23	108.59	108.59	(2) 10 SERIES 1" X 1" T-SLOTTED A
24004625	001	500000	AMAZON.COM	11/28/23	185.00	185.00	VIVOSUN MYLAR FILM ROLL, 4' X 100
24004712	001	500000	AMAZON.COM	12/01/23	55.00	55.00	AQUAPOD ROCKET BOTTLE LAUNCHER KI
					<b>1,907.71</b>	<b>1,907.71</b>	
DETAILS FOR ACCOUNT: 11.1169.52199.810.0129.2500.000.001. DUES AND FEES							
24004216	001	000783	PROFESSIONAL BASKETBALL CLUB	11/09/23	4,878.00	4,878.00	154 TICKETS (\$32.00 EACH) FOR OKC
24004725	001	730018	UNIVERSITY OF OKLAHOMA	12/01/23	2,100.00	2,100.00	FEE FOR ELEMENTARY STUDENT TO TAK
					<b>6,978.00</b>	<b>6,978.00</b>	

# NORMAN PUBLIC SCHOOLS - LIVE



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DATE RANGE: 11/07/2023 TO 12/04/2023 CURRENT YEAR POS

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DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.107. COCURRICULAR SUPPLIES									
24004320	001	500000	AMAZON.COM	11/10/23		225.00		225.00	LAKEVIEW ELEMENTARY STEM TANK PRO
						225.00		225.00	
DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.110. COCURRICULAR SUPPLIES									
24004305	001	500000	AMAZON.COM	11/10/23		225.00		225.00	ADAMS ELEMENTARY STEM TANK PROJEC
						225.00		225.00	
DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.112. COCURRICULAR SUPPLIES									
24004306	001	500000	AMAZON.COM	11/10/23		225.00		225.00	CLEVELAND ELEMENTARY STEM TANK PR
						225.00		225.00	
DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.115. COCURRICULAR SUPPLIES									
24004307	001	500000	AMAZON.COM	11/10/23		225.00		225.00	JACKSON ELEMENTARY STEM TANK PROJ
						225.00		225.00	
DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.120. COCURRICULAR SUPPLIES									
24004308	001	500000	AMAZON.COM	11/10/23		225.00		225.00	JEFFERSON ELEMENTARY STEM TANK PR
						225.00		225.00	
DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.122. COCURRICULAR SUPPLIES									
24004309	001	500000	AMAZON.COM	11/10/23		225.00		225.00	KENNEDY ELEMENTARY STEM TANK PROJ
						225.00		225.00	
DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.125. COCURRICULAR SUPPLIES									
24004310	001	500000	AMAZON.COM	11/10/23		225.00		225.00	LINCOLN ELEMENTARY STEM TANK PROJ
						225.00		225.00	
DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.130. COCURRICULAR SUPPLIES									
24004311	001	500000	AMAZON.COM	11/10/23		225.00		225.00	MADISON ELEMENTARY STEM TANK PROJ
						225.00		225.00	
DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.135. COCURRICULAR SUPPLIES									
24004312	001	500000	AMAZON.COM	11/10/23		225.00		225.00	MCKINLEY ELEMENTARY STEM TANK PRO
						225.00		225.00	
DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.140. COCURRICULAR SUPPLIES									
24004313	001	500000	AMAZON.COM	11/10/23		225.00		225.00	EISENHOWER ELEMENTARY STEM TANK P
						225.00		225.00	
DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.145. COCURRICULAR SUPPLIES									
24004314	001	500000	AMAZON.COM	11/10/23		225.00		225.00	WILSON ELEMENTARY STEM TANK PROJE
						225.00		225.00	
DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.150. COCURRICULAR SUPPLIES									
24004315	001	500000	AMAZON.COM	11/10/23		225.00		225.00	MONROE ELEMENTARY STEM TANK PROJE
						225.00		225.00	
DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.151. COCURRICULAR SUPPLIES									
24004316	001	500000	AMAZON.COM	11/10/23		225.00		225.00	REAGAN ELEMENTARY STEM TANK PROJE
						225.00		225.00	

# NORMAN PUBLIC SCHOOLS - LIVE



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DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.153. COCURRICULAR SUPPLIES							
24004317	001	500000	AMAZON.COM	11/10/23	225.00	225.00	ROOSEVELT ELEMENTARY STEM TANK PR
					225.00	225.00	
DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.155. COCURRICULAR SUPPLIES							
24004318	001	500000	AMAZON.COM	11/10/23	225.00	225.00	TRUMAN ELEMENTARY STEM TANK PROJE
					225.00	225.00	
DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.160. COCURRICULAR SUPPLIES							
24004319	001	500000	AMAZON.COM	11/10/23	225.00	225.00	WASHINGTON ELEMENTARY STEM TANK P
					225.00	225.00	
DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.170. COCURRICULAR SUPPLIES							
24004321	001	500000	AMAZON.COM	11/10/23	225.00	225.00	DIMENSIONS ELEMENTARY STEM TANK P
					225.00	225.00	
DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.500. COCURRICULAR SUPPLIES							
24004322	001	500000	AMAZON.COM	11/10/23	225.00	225.00	IRVING MIDDLE SCHOOL STEM TANK PR
					225.00	225.00	
DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.501. COCURRICULAR SUPPLIES							
24004324	001	500000	AMAZON.COM	11/10/23	225.00	225.00	ALCOTT MIDDLE SCHOOL STEM TANK PR
					225.00	225.00	
DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.502. COCURRICULAR SUPPLIES							
24004323	001	500000	AMAZON.COM	11/10/23	225.00	225.00	LONGFELLOW MIDDLE SCHOOL STEM TAN
					225.00	225.00	
DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.504. COCURRICULAR SUPPLIES							
24004325	001	500000	AMAZON.COM	11/10/23	225.00	225.00	WHITTIER MIDDLE SCHOOL STEM TANK
					225.00	225.00	
DETAILS FOR ACCOUNT: 11.1179.51000.681.0100.0000.000.740. COCURRICULAR SUPPLIES							
24004326	001	500000	AMAZON.COM	11/10/23	225.00	225.00	DIMENSIONS/EXPANED STEM TANK PROJ
					225.00	225.00	
DETAILS FOR ACCOUNT: 11.1999.51000.619.0100.1050.000.130. GENERAL OFFICE SUPPLIES							
24004358	001	500000	AMAZON.COM	11/13/23	150.00	150.00	CLASSROOM/INSTRUCTIONAL MATERIALS
					150.00	150.00	
DETAILS FOR ACCOUNT: 11.1999.51000.619.0100.1050.000.135. GENERAL OFFICE SUPPLIES							
24004762	001	500000	AMAZON.COM	12/04/23	100.00	100.00	CLASSROOM SUPPLIES FOR GRIGOR W/D
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.1999.51000.641.0100.1050.000.130. BOOKS							
24004359	001	500000	AMAZON.COM	11/13/23	40.00	40.00	MATERIALS FOR CLASSROOM - BOOKS
					40.00	40.00	
DETAILS FOR ACCOUNT: 11.1999.51000.641.0100.1050.000.145. BOOKS							
24004260	001	002707	SCHOLASTIC STORE INC, THE	11/09/23	105.55	105.55	5) TITANIC BOOKS 14) 4TH GRADE RA
					105.55	105.55	

# NORMAN PUBLIC SCHOOLS - LIVE



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DETAILS FOR ACCOUNT: 11.1999.51000.652.0100.1050.000.145. AUDIOVISUAL							
24004572	001	500001	AMAZON MARKETPLACE	11/27/23	70.52	70.52	1) SET 5 PACK HEADPHONES 2) PAIRS
					70.52	70.52	
DETAILS FOR ACCOUNT: 11.1999.51000.652.0100.1050.000.160. AUDIOVISUAL							
24004763	001	500000	AMAZON.COM	12/04/23	100.00	100.00	3 NOISE CANCELING HEADPHONES FOR
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.1999.51000.653.0100.1050.000.145. TECH RELATED SUPPLIES							
24004567	001	500001	AMAZON MARKETPLACE	11/27/23	23.57	23.57	1) COMPUTER MOUSE 1) CLICKER/POIN
					23.57	23.57	
DETAILS FOR ACCOUNT: 11.1999.51000.653.0100.1050.000.155. TECH RELATED SUPPLIES							
24004343	001	500000	AMAZON.COM	11/13/23	150.00	150.00	GRADE LEVEL PRINTER TONER FOR 4TH
					150.00	150.00	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.107. COCURRICULAR SUPPLIES							
24004281	001	500000	AMAZON.COM	11/09/23	1,500.00	1,500.00	CLASSROOM EXTRA MONEY - DRY ERASE
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.112. COCURRICULAR SUPPLIES							
24004214	001	500000	AMAZON.COM	11/09/23	300.00	106.56	CO-CURRICULAR SUPPLIES FOR TEACHE
24004269	001	500000	AMAZON.COM	11/09/23	500.00	335.30	1999 CO CURRICULAR SUPPLIES
					800.00	441.86	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.125. COCURRICULAR SUPPLIES							
24004504	001	500001	AMAZON MARKETPLACE	11/17/23	50.00	8.03	COCURRICULAR SUPPLIES FOR CLASSRO
					50.00	8.03	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.130. COCURRICULAR SUPPLIES							
24004360	001	500000	AMAZON.COM	11/13/23	100.00	100.00	CLASSROOM/INSTRUCTIONAL MATERIALS
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.135. COCURRICULAR SUPPLIES							
24004709	001	500000	AMAZON.COM	12/01/23	100.00	100.00	CLASSROOM SUPPLIES FOR ORTWEIN W/
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.150. COCURRICULAR SUPPLIES							
24004268	001	500001	AMAZON MARKETPLACE	11/09/23	800.00	800.00	37 PACKS OF MAGNETIC LETTER TILES
24004373	001	500001	AMAZON MARKETPLACE	11/14/23	600.00	600.00	GENERAL COCURRICULAR SUPPLIES TAP
					1,400.00	1,400.00	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.155. COCURRICULAR SUPPLIES							
24004707	001	500000	AMAZON.COM	12/01/23	200.00	200.00	ITEMS NEEDED FOR CLASSROOMS REQUE
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.160. COCURRICULAR SUPPLIES							
24004369	001	500000	AMAZON.COM	11/14/23	102.00	102.00	CLASSROOM LEVELED READERS
24004370	001	500000	AMAZON.COM	11/14/23	100.00	100.00	CLASSROOM SUPPLIES
24004371	001	500000	AMAZON.COM	11/14/23	50.00	50.00	CLASSROOM SUPPLIES
24004488	001	500000	AMAZON.COM	11/17/23	100.00	100.00	CLASSROOM SUPPLIES

# NORMAN PUBLIC SCHOOLS - LIVE



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24004758	001	500000	AMAZON.COM	12/04/23	110.00	110.00	CLASSROOM SUPPLIES
					462.00	462.00	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.705. COCURRICULAR SUPPLIES							
24004222	001	500000	AMAZON.COM	11/09/23	1,000.00	1,000.00	CLASS ROOM NEEDS: FOLDERS, PENS,
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.1173.000.165. COCURRICULAR SUPPLIES							
24004621	001	500000	AMAZON.COM	11/28/23	55.00	55.00	LEXININ 6" WOODEN POPSICLE STICKS
					55.00	55.00	
DETAILS FOR ACCOUNT: 11.2020.51000.810.0251.1387.000.502. DUES AND FEES							
24004581	001	000117	MATHEMATICS LEAGUE INC	11/27/23	135.00	135.00	CONTEST REGISTRATION FOR 2023-202
					135.00	135.00	
DETAILS FOR ACCOUNT: 11.2020.51000.810.0251.2250.000.504. DUES AND FEES							
24004431	001	000463	MOORE NORMAN TECHNOLOGY CENTE	11/15/23	168.00	168.00	WHITTIER STUDENTS TO "THE WELL" F
24004432	001	000463	MOORE NORMAN TECHNOLOGY CENTE	11/15/23	168.00	168.00	WHITTIER STUDENTS TO "THE WELL" F
					336.00	336.00	
DETAILS FOR ACCOUNT: 11.2020.51000.810.0251.2300.000.500. DUES AND FEES							
24004512	001	008295	YOUNG MEN'S CHRISTIAN ASSOCIA	11/17/23	160.00	160.00	IRVING MIDDLE SCHOOL STUDENT REGI
					160.00	160.00	
DETAILS FOR ACCOUNT: 11.2020.51000.810.0251.2300.000.502. DUES AND FEES							
24004580	001	008295	YOUNG MEN'S CHRISTIAN ASSOCIA	11/27/23	100.00	100.00	LONGFELLOW MIDDLE SCHOOL STUDENT
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.2020.52199.682.0251.0000.000.502. REFRESHMENTS/AWARDS/GIFTS							
24004711	001	000513	PETERS, VINCENT - SOONER TROP	12/01/23	15.00	15.00	TROPHY FOR CHESS TOURNAMENT, TO B
					15.00	15.00	
DETAILS FOR ACCOUNT: 11.2020.52199.683.0251.0000.000.165. EXTRA CURRICULAR SUPPLIES							
24004620	001	500000	AMAZON.COM	11/28/23	95.00	95.00	STERILITE 64 QT LATCHING BOX, 6 C
					95.00	95.00	
DETAILS FOR ACCOUNT: 11.2020.52212.530.0251.0000.000.112. COMMUNICATION SERVICES							
24004167	001	008340	BREAKOUT INC	11/07/23	214.00	214.00	RENEWAL TO BREAKOUT EDU PLATFORM
					214.00	214.00	
DETAILS FOR ACCOUNT: 11.3007.51000.641.0100.1050.000.125. BOOKS							
24004508	001	014369	LIA KURTIN	11/17/23	38.40	38.40	SAY AND SIGN BOOK SET DOWNLOAD -
					38.40	38.40	
DETAILS FOR ACCOUNT: 11.3007.51000.641.0100.2250.000.501. BOOKS							
24004191	001	000259	HERTZBERG-NEW METHOD INC -	11/08/23	600.00	600.00	CLASSROOM REFERENCE BOOKS. 19-20
24004192	001	000259	HERTZBERG-NEW METHOD INC -	11/08/23	1,284.00	1,284.00	TERRAZAS INCAS- \$12 ARGENTINA- \$1
24004194	001	000178	WAYSIDE PUBLISHING	11/08/23	910.00	910.00	ROBO EN LA NOCHE X40 \$9 EACH NOCH
24004443	001	500000	AMAZON.COM	11/16/23	980.00	980.00	HISTORIA DE AMERICA LATINA X20 \$2
					3,774.00	3,774.00	

# NORMAN PUBLIC SCHOOLS - LIVE



## OPEN PURCHASE ORDERS BY ACCOUNT

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DATE RANGE: 11/07/2023 TO 12/04/2023 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.3007.51000.641.0100.4000.000.710. BOOKS							
24004287	001	500001	AMAZON MARKETPLACE	11/09/23	314.85	314.85	(15) PRINCETON REVIEW AP ECON MIC
					314.85	314.85	
DETAILS FOR ACCOUNT: 11.3007.51000.653.0100.1050.000.501. TECH RELATED SUPPLIES							
24004203	001	014377	THEATREFOLK LTD	11/09/23	444.00	444.00	DRAMA ACADEMY SUBSCRIPTION 1 YEAR
					444.00	444.00	
DETAILS FOR ACCOUNT: 11.3007.51000.681.0100.0000.000.710. COCURRICULAR SUPPLIES							
24004274	001	014373	SANATRON INC	11/09/23	2,475.00	2,475.00	ACRYLIC VACCUM CHAMBER, CUBE, 10
24004282	001	001263	FLINN SCIENTIFIC INC	11/09/23	1,253.45	1,253.45	PLANETARIUM, ILLUMINATED, MOTORIZ
24004296	001	500001	AMAZON MARKETPLACE	11/09/23	473.52	473.52	BLANKET SUPPLIES FOR COMPUTER SCI
24004331	001	500001	AMAZON MARKETPLACE	11/10/23	42.95	42.95	DRY ERASE LAPBOARDS, PACK OF 30
24004339	001	500001	AMAZON MARKETPLACE	11/10/23	650.00	650.00	BLANKET PO FOR SUPPLIES FOR MENTO
24004393	001	000370	CAROLINA BIOLOGICAL	11/14/23	322.43	322.43	(36) DISSECTION MATS FOR ANATOMY
24004397	001	014388	INDIGO INSTRUMENTS	11/14/23	418.37	418.37	(14) MOLYMOD STUDENT MOLECULAR MO
24004398	001	004504	RAINBOW RESOURCE CENTER INC	11/14/23	377.30	377.30	(7) 4D ANIMAL CELL PUZZLE (7) 4D
24004399	001	001263	FLINN SCIENTIFIC INC	11/14/23	607.95	607.95	GENERAL BOILOGY SLIDE SET A MITOS
					6,620.97	6,620.97	
DETAILS FOR ACCOUNT: 11.3007.51000.681.0100.1050.000.125. COCURRICULAR SUPPLIES							
24004230	001	012200	JP MORGAN CHASE BANK NA	11/09/23	31.00	31.00	NPSF GRANT #54 CATHERINE MESSNER
					31.00	31.00	
DETAILS FOR ACCOUNT: 11.3007.51000.681.0100.1050.000.501. COCURRICULAR SUPPLIES							
24004189	001	500000	AMAZON.COM	11/08/23	1,409.63	1,409.63	SURGE PROTECTOR- \$19.99 (2)- \$39.
24004190	001	500000	AMAZON.COM	11/08/23	308.00	308.00	MAKEASY SPIRAL COIL BINDING MACHI
24004193	001	004128	LEGO SYSTEMS INC	11/08/23	199.98	199.98	LEGO BRAILLE BRICK SET X2 \$89.99
					1,917.61	1,917.61	
DETAILS FOR ACCOUNT: 11.3007.51000.681.0100.2250.000.705. COCURRICULAR SUPPLIES							
24004521	001	012480	AMPLYUS	11/17/23	300.00	300.00	NPSF GRANT #81 KNOCKOUT! A CRISPR
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.3007.51000.681.0100.4400.000.705. COCURRICULAR SUPPLIES							
24004726	001	500000	AMAZON.COM	12/01/23	358.27	358.27	NPSF GRANT #86 REALISTIC MONEY SE
24004728	001	000803	REMEDIA PUBLICATIONS INC	12/01/23	114.98	114.98	NPSF GRANT #86 REAL LIFE MATH SER
24004729	001	007847	KOURI, CARRIE A	12/01/23	527.40	527.40	NPSF GRANT #86 12 COIN-U-LATORS @
					1,000.65	1,000.65	
DETAILS FOR ACCOUNT: 11.3007.51000.736.0311.8000.000.705. MACHINERY							
24004304	001	013552	HULL MACHINE TOOLS INC	11/10/23	3,000.00	3,000.00	NPSF GRANT #88 (1) SCOTCHMAN MODE
					3,000.00	3,000.00	
DETAILS FOR ACCOUNT: 11.3007.52199.683.0900.0000.000.710. EXTRA CURRICULAR SUPPLIES							
24004285	001	500001	AMAZON MARKETPLACE	11/09/23	388.85	388.85	ITEMS FOR SPEECH 1. REALLY GOOD
					388.85	388.85	
DETAILS FOR ACCOUNT: 11.3007.52220.641.0000.0000.000.710. BOOKS							
24004286	001	013203	FOLLETT CONTENT SOLUTIONS LLC	11/09/23	1,500.00	1,500.00	RESOURCES TO TEACH ABOUT THE HOLO
					1,500.00	1,500.00	

# NORMAN PUBLIC SCHOOLS - LIVE



## OPEN PURCHASE ORDERS BY ACCOUNT

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DATE RANGE: 11/07/2023 TO 12/04/2023 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
<b>TOTALS FOR FUND: 11 GENERAL FUND</b>					<b>1,453,163.72</b>	<b>1,443,802.43</b>	
DETAILS FOR ACCOUNT: 22.0000.53120.439.0700.0000.000.050. OTHER EQUIPMENT & VEHICLE SERV							
24004519	001	013614	STATEWIDE HEATING AIR CONDITI	11/17/23	50,000.00	50,000.00	KITCHEN EQUIPMENT REPAIR
					<b>50,000.00</b>	<b>50,000.00</b>	
DETAILS FOR ACCOUNT: 22.0000.53140.651.0700.0000.000.055. APPLIANCES/FURN/FIXTURES							
24004234	001	014305	EDWARD DON & COMPANY HOLDINGS	11/09/23	300.00	300.00	(COVERAGE FOR SHIPPING NOT INCLUDE
					<b>300.00</b>	<b>300.00</b>	
<b>TOTALS FOR FUND: 22 CHILD NUTRITION FUND</b>					<b>50,300.00</b>	<b>50,300.00</b>	
DETAILS FOR ACCOUNT: 30.0133.52620.456.0000.0000.000.050. PAINTING AND GLAZING SERVICES							
24004427	001	014130	ADVANCED COMMERCIAL PAINTING	11/15/23	16,300.00	16,300.00	SUPPLY AND INSTALL - PAINT SYSTEM
24004429	001	014130	ADVANCED COMMERCIAL PAINTING	11/15/23	3,000.00	3,000.00	EXTRA PAINT WORK
					<b>19,300.00</b>	<b>19,300.00</b>	
DETAILS FOR ACCOUNT: 30.0133.52620.456.0000.0000.000.107. PAINTING AND GLAZING SERVICES							
24004426	001	014130	ADVANCED COMMERCIAL PAINTING	11/15/23	11,400.00	11,400.00	SUPPLY AND INSTALL - PAINT SYSTEM
					<b>11,400.00</b>	<b>11,400.00</b>	
DETAILS FOR ACCOUNT: 30.0133.52620.456.0000.0000.000.135. PAINTING AND GLAZING SERVICES							
24004428	001	014130	ADVANCED COMMERCIAL PAINTING	11/15/23	17,300.00	17,300.00	SUPPLY AND INSTALL - PAINT SYSTEM
					<b>17,300.00</b>	<b>17,300.00</b>	
DETAILS FOR ACCOUNT: 30.0133.52620.550.0000.0000.000.110. PRINTING & BINDING							
24004742	001	004482	WALKER COMPANIES	12/04/23	4,070.00	4,070.00	STOCK TWILL FABRIC COLOR - 11- I
24004742	002	004482	WALKER COMPANIES	12/04/23	6,600.00	6,600.00	INSTALLATION
					<b>10,670.00</b>	<b>10,670.00</b>	
DETAILS FOR ACCOUNT: 30.0133.52620.550.0000.0000.000.112. PRINTING & BINDING							
24004743	001	004482	WALKER COMPANIES	12/04/23	2,590.00	2,590.00	STOCK TWILL FABRIC COLOR - 7- IM
24004743	002	004482	WALKER COMPANIES	12/04/23	4,200.00	4,200.00	INSTALLATION
					<b>6,790.00</b>	<b>6,790.00</b>	
DETAILS FOR ACCOUNT: 30.0133.52620.550.0000.0000.000.153. PRINTING & BINDING							
24004744	001	004482	WALKER COMPANIES	12/04/23	3,145.00	3,145.00	STOCK TWILL FABRIC COLOR - 8- IM
24004744	002	004482	WALKER COMPANIES	12/04/23	4,650.00	4,650.00	INSTALLATION
					<b>7,795.00</b>	<b>7,795.00</b>	
DETAILS FOR ACCOUNT: 30.0133.52620.550.0000.0000.000.155. PRINTING & BINDING							
24004741	001	004482	WALKER COMPANIES	12/04/23	3,145.00	3,145.00	STOCK TWILL FABRIC COLOR - 8- IM
24004741	002	004482	WALKER COMPANIES	12/04/23	4,650.00	4,650.00	INSTALLATION
					<b>7,795.00</b>	<b>7,795.00</b>	
<b>TOTALS FOR FUND: 30 BOND FUND-REC'D 2010</b>					<b>81,050.00</b>	<b>81,050.00</b>	

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## OPEN PURCHASE ORDERS BY ACCOUNT

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DATE RANGE: 11/07/2023 TO 12/04/2023 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 31.0137.52580.346.0000.0000.000.112. TECHNOLOGY RELATED TECHNICAL S							
24004367	002	006168	DIGI SECURITY SYSTEMS LLC	11/14/23	2,344.00	2,344.00	PROJECT SERVICES
					2,344.00	2,344.00	
DETAILS FOR ACCOUNT: 31.0137.52580.346.0000.0000.000.135. TECHNOLOGY RELATED TECHNICAL S							
24004640	002	000541	WADE ELECTRIC	11/30/23	4,272.00	4,272.00	LABOR- JOURNEYMAN/APPRENTICE
					4,272.00	4,272.00	
DETAILS FOR ACCOUNT: 31.0137.54720.452.0000.0000.000.112. ELECTRICAL SYSTEMS SERVICES							
24004367	001	006168	DIGI SECURITY SYSTEMS LLC	11/14/23	4,131.39	4,131.39	EQUIPMENT
24004367	003	006168	DIGI SECURITY SYSTEMS LLC	11/14/23	55.38	55.38	SHIPPING
					4,186.77	4,186.77	
DETAILS FOR ACCOUNT: 31.0137.54720.452.0000.0000.000.135. ELECTRICAL SYSTEMS SERVICES							
24004640	001	000541	WADE ELECTRIC	11/30/23	4,218.00	4,218.00	MISCELLANEOUS INSTALL 1 - 6 COUNT
					4,218.00	4,218.00	
DETAILS FOR ACCOUNT: 31.0282.51000.681.0100.2250.000.050. COCURRICULAR SUPPLIES							
24004449	001	007866	DOLLAR TREE	11/16/23	1,000.00	1,000.00	SUPPLIES TO REFILL SCIENCE KITS K
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 31.0282.51000.681.0100.2250.000.502. COCURRICULAR SUPPLIES							
24004478	001	500001	AMAZON MARKETPLACE	11/17/23	1,000.00	1,000.00	SECONDARY SCI/ DISCOVERY KITS (LM
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 31.0282.51000.681.0100.2250.000.504. COCURRICULAR SUPPLIES							
24004442	001	500001	AMAZON MARKETPLACE	11/16/23	1,000.00	172.61	SECONDARY SCIENCE SUPPLIES - MIDD
					1,000.00	172.61	
DETAILS FOR ACCOUNT: 31.0283.52220.640.0000.0000.000.705. EBOOKS							
24004253	001	000388	CENGAGE LEARNING INC	11/09/23	1,693.79	1,693.79	GALE IN CONTEXT: GLOBAL ISSUES -
24004253	002	000388	CENGAGE LEARNING INC	11/09/23	2,892.18	2,892.18	GALE IN CONTEXT: OPPOSING VIEWPOI
24004253	003	000388	CENGAGE LEARNING INC	11/09/23	1,407.74	1,407.74	GALE ONEFILE: PSYCHOLOGY - ISBN 2
					5,993.71	5,993.71	
DETAILS FOR ACCOUNT: 31.0283.52220.640.0000.0000.000.710. EBOOKS							
24004241	001	000388	CENGAGE LEARNING INC	11/09/23	5,704.16	5,704.16	EBOOKS FOR NNHS LIBRARY
24004254	001	000388	CENGAGE LEARNING INC	11/09/23	2,892.18	2,892.18	GALE IN CONTEXT: OPPOSING VIEWPOI
24004254	002	000388	CENGAGE LEARNING INC	11/09/23	1,407.74	1,407.74	GALE ONEFILE: PSYCHOLOGY - ISBN 2
24004254	003	000388	CENGAGE LEARNING INC	11/09/23	1,962.92	1,962.92	GALE IN CONTEXT: GLOBAL ISSUES -
					11,967.00	11,967.00	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.120. BOOKS							
24004239	001	000259	HERTZBERG-NEW METHOD INC -	11/09/23	4,200.00	4,200.00	BOOKS FOR JEFFERSON LIBRARY
					4,200.00	4,200.00	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.125. BOOKS							
24004238	001	000259	HERTZBERG-NEW METHOD INC -	11/09/23	700.00	700.00	BOOKS FOR LINCOLN LIBRARY - REDBU
					700.00	700.00	

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DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.140. BOOKS							
24004446	001	002798	GARRETT OPERATING COMPANY LLC	11/16/23	2,434.34	2,434.34	BOOKS FOR EISENHOWER LIBRARY - LI
24004447	001	000259	HERTZBERG-NEW METHOD INC -	11/16/23	3,000.00	3,000.00	BOOKS FOR EISENHOWER LIBRARY
					<b>5,434.34</b>	<b>5,434.34</b>	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.151. BOOKS							
24004562	001	000259	HERTZBERG-NEW METHOD INC -	11/27/23	5,200.00	5,200.00	BOOKS FOR REAGAN LIBRARY
					<b>5,200.00</b>	<b>5,200.00</b>	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.501. BOOKS							
24004235	001	000259	HERTZBERG-NEW METHOD INC -	11/09/23	1,000.00	1,000.00	BOOKS FOR ALCOTT LIBRARY - GN LIS
24004236	001	000259	HERTZBERG-NEW METHOD INC -	11/09/23	1,225.00	1,225.00	BOOKS FOR ALCOTT LIBRARY - NF LIS
24004237	001	000259	HERTZBERG-NEW METHOD INC -	11/09/23	500.00	500.00	BOOKS FOR ALCOTT LIBRARY - SPANIS
24004245	001	013203	FOLLETT CONTENT SOLUTIONS LLC	11/09/23	500.00	500.00	BOOKS FOR ALCOTT LIBRARY - MANGA
24004255	001	000259	HERTZBERG-NEW METHOD INC -	11/09/23	2,225.00	2,225.00	BOOKS FOR ALCOTT LIBRARY - FICTIO
					<b>5,450.00</b>	<b>5,450.00</b>	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.710. BOOKS							
24004240	001	013015	SPANISH PUBLISHERS LLC	11/09/23	503.00	503.00	BOOKS FOR NNHS LIBRARY - SPANISH
24004246	001	013203	FOLLETT CONTENT SOLUTIONS LLC	11/09/23	2,322.00	2,322.00	BOOKS FOR NNHS LIBRARY
24004247	001	000259	HERTZBERG-NEW METHOD INC -	11/09/23	3,702.24	3,702.24	BOOKS FOR NNHS LIBRARY
					<b>6,527.24</b>	<b>6,527.24</b>	
DETAILS FOR ACCOUNT: 31.0283.52220.860.0000.0000.000.092. STAFF REGISTRATION & TUITION							
24004469	001	000388	CENGAGE LEARNING INC	11/16/23	100.00	100.00	GVRL ANNUAL HOSTING FEE K12 CENGA
					<b>100.00</b>	<b>100.00</b>	
<b>TOTALS FOR FUND: 31 BOND FUND-REC'D 2011</b>					<b>63,593.06</b>	<b>62,765.67</b>	
DETAILS FOR ACCOUNT: 32.0283.52220.641.0000.0000.000.092. BOOKS							
24004481	001	013987	UNIVERSITY OF CHICAGO	11/17/23	350.00	350.00	BOOKS FOR LIBRARY SERVICES VENDOR
					<b>350.00</b>	<b>350.00</b>	
DETAILS FOR ACCOUNT: 32.0284.51000.657.0100.3330.000.710. UNIFORMS							
24004748	003	001269	BSN SPORTS	12/04/23	1,522.50	1,522.50	WOMENS PRIMETIME SOCCER SHORTS
24004748	004	001269	BSN SPORTS	12/04/23	304.00	304.00	WOMEN PRIMETIME JERSEY
24004748	005	001269	BSN SPORTS	12/04/23	105.00	105.00	SHIPPING
					<b>1,931.50</b>	<b>1,931.50</b>	
DETAILS FOR ACCOUNT: 32.0284.51000.681.0100.3300.000.710. COCURRICULAR SUPPLIES							
24004653	001	001269	BSN SPORTS	11/30/23	150.00	150.00	HEAVY DUTY ANTI WHIP NET
24004653	002	001269	BSN SPORTS	11/30/23	1,000.00	1,000.00	PMCE PADDING
24004653	003	001269	BSN SPORTS	11/30/23	62.00	62.00	FREIGHT
					<b>1,212.00</b>	<b>1,212.00</b>	
<b>TOTALS FOR FUND: 32 BOND FUND-REC'D 2012</b>					<b>3,493.50</b>	<b>3,493.50</b>	

# NORMAN PUBLIC SCHOOLS - LIVE



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DATE RANGE: 11/07/2023 TO 12/04/2023 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 33.0136.54720.450.0000.0000.000.504. CONSTRUCTION SERV-OUTSIDE CONT							
24004565	001	011277	MANHATTAN CONSTRUCTION COMPAN	11/27/23	7,500.00	7,500.00	CONSTRUCTION MANAGEMENT SERVICES
					7,500.00	7,500.00	
DETAILS FOR ACCOUNT: 33.0236.54720.450.0000.0000.000.092. CONSTRUCTION SERV-OUTSIDE CONT							
24004547	001	006168	DIGI SECURITY SYSTEMS LLC	11/21/23	4,411.05	4,411.05	DIMENSIONS DOOR ACCESS CONTROL-QU
24004549	001	012880	J&C2 LLC	11/21/23	40,396.00	40,396.00	INSTRUCTIONAL SERVICES CENTER VES
					44,807.05	44,807.05	
DETAILS FOR ACCOUNT: 33.0236.54720.450.0000.0000.000.740. CONSTRUCTION SERV-OUTSIDE CONT							
24004548	001	006168	DIGI SECURITY SYSTEMS LLC	11/21/23	4,387.92	4,387.92	DIMENSIONS DOOR ACCESS CONTROL-QU
24004550	001	012880	J&C2 LLC	11/21/23	18,580.00	18,580.00	DIMENSIONS VESTIBULE - PROPOSAL D
					22,967.92	22,967.92	
DETAILS FOR ACCOUNT: 33.0240.54720.332.0000.0000.000.092. ARCHITECTURAL SERVICES							
24004540	002	005808	MA+ ARCHITECTURE LLC	11/20/23	9,188.00	9,188.00	INSTRUCTIONAL SERVICES CENTER
					9,188.00	9,188.00	
DETAILS FOR ACCOUNT: 33.0240.54720.334.0000.0000.000.092. ENGINEERING/SURVEYING SERV							
24004543	005	011541	STANDARD TESTING & ENGINEERIN	11/20/23	4,000.00	4,000.00	INSTRUCTIONAL SERVICES CENTER
					4,000.00	4,000.00	
DETAILS FOR ACCOUNT: 33.0241.52720.332.0000.0000.000.740. ARCHITECTURAL SERVICES							
24004540	001	005808	MA+ ARCHITECTURE LLC	11/20/23	8,750.00	8,750.00	DIMENSIONS
					8,750.00	8,750.00	
DETAILS FOR ACCOUNT: 33.0242.54720.332.0000.0000.000.504. ARCHITECTURAL SERVICES							
24004544	001	000439	LWPB PC	11/20/23	13,125.00	11,562.50	WHITTIER SPED RESTROOM AND FLOOD
					13,125.00	11,562.50	
DETAILS FOR ACCOUNT: 33.0242.54720.334.0000.0000.000.504. ENGINEERING/SURVEYING SERV							
24004543	004	011541	STANDARD TESTING & ENGINEERIN	11/20/23	10,000.00	10,000.00	WHITTIER MIDDLE SCHOOL
					10,000.00	10,000.00	
DETAILS FOR ACCOUNT: 33.0243.54720.334.0000.0000.000.501. ENGINEERING/SURVEYING SERV							
24004543	003	011541	STANDARD TESTING & ENGINEERIN	11/20/23	10,000.00	10,000.00	ALCOTT MIDDLE SCHOOL
					10,000.00	10,000.00	
DETAILS FOR ACCOUNT: 33.0244.54720.334.0000.0000.000.145. ENGINEERING/SURVEYING SERV							
24004543	002	011541	STANDARD TESTING & ENGINEERIN	11/20/23	20,000.00	20,000.00	WILSON ELEMENTARY
					20,000.00	20,000.00	
DETAILS FOR ACCOUNT: 33.0246.54620.332.0000.0000.000.107. ARCHITECTURAL SERVICES							
24004539	001	013483	CWA GROUP PLLC	11/20/23	44,450.00	44,450.00	ARCHITECTURAL SERVICES FOR LAKEVI
					44,450.00	44,450.00	
DETAILS FOR ACCOUNT: 33.0246.54720.334.0000.0000.000.107. ENGINEERING/SURVEYING SERV							
24004543	001	011541	STANDARD TESTING & ENGINEERIN	11/20/23	6,000.00	6,000.00	LAKEVIEW ELEMENTARY
					6,000.00	6,000.00	
TOTALS FOR FUND: 33 BOND FUND-REC'D 2013					200,787.97	199,225.47	

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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 34.0179.54720.332.0000.0000.000.502. ARCHITECTURAL SERVICES							
24004732	001	000439	LWPB PC	12/01/23	36,953.13	35,844.54	LONGFELLOW MIDDLE SCHOOL 2023 BON
					36,953.13	35,844.54	
TOTALS FOR FUND: 34 BOND FUND-REC'D 2014					36,953.13	35,844.54	
DETAILS FOR ACCOUNT: 39.0137.52580.432.0000.0000.000.050. TECHNOLOGY SERVICES							
24004500	001	012476	CELL EXPERTS NORMAN LLC	11/17/23	9,000.00	9,000.00	BLANKET IPAD REPAIR
					9,000.00	9,000.00	
TOTALS FOR FUND: 39 BOND FUND-REC'D 2009					9,000.00	9,000.00	
DETAILS FOR ACCOUNT: 61.0801.41870.000.0800.0000.000.710. ATHLETIC PLAY-OFFS							
24004639	001	000424	OKLAHOMA SECONDARY SCHOOL ACT	11/30/23	807.00	807.00	FOOTBALL PLAY OFF GATE REVENUE
					807.00	807.00	
DETAILS FOR ACCOUNT: 61.0801.52199.657.0800.0000.000.502. UNIFORMS							
24004735	001	001269	BSN SPORTS	12/04/23	1,058.02	1,058.02	FOOTBALL UNIFORMS 2024 QUOTE ATTA
					1,058.02	1,058.02	
DETAILS FOR ACCOUNT: 61.0801.52720.513.0801.0000.000.003. STUD TRANSP BY OUTSIDE AGENCY							
24004365	001	007069	OVERLAND CHARTERS INC	11/13/23	2,000.00	2,000.00	CHARTER BUSES FOR NHS FOOTBALL PL
24004365	002	007069	OVERLAND CHARTERS INC	11/13/23	2,000.00	2,000.00	CHARTER BUSES FOR NNHS FOOTBALL P
					4,000.00	4,000.00	
DETAILS FOR ACCOUNT: 61.0802.51000.343.0100.3330.000.710. INSTR-GAME OFFICIALS SERVICES							
24004480	001	000913	HORTON, JIMMY JR	11/17/23	180.00	180.00	BASKETBALL OFFICIAL 11/27
24004646	001	001043	RICHARDSON, DARREN	11/30/23	90.00	90.00	BASKETBALL JV OFFICIAL 12/1
24004657	001	008218	MAXEY, CORY	11/30/23	150.00	150.00	BASKETBALL V OFFICIAL 12/1
24004659	001	011743	MUSICK, BRYAN	11/30/23	75.00	75.00	BASKETBALL V OFFICIAL 12/1
24004775	001	001823	GAME OFFICIALS FOR BLANKET EN	12/04/23	150.00	150.00	JOE LAWSON TOURN. OFFICIAL 12/7
24004777	001	001823	GAME OFFICIALS FOR BLANKET EN	12/04/23	150.00	150.00	JOE LAWSON TOURN. OFFICIAL 12/7
24004778	001	001823	GAME OFFICIALS FOR BLANKET EN	12/04/23	150.00	150.00	JOE LAWSON TOURN. OFFICIAL 12/7
24004784	001	001823	GAME OFFICIALS FOR BLANKET EN	12/04/23	150.00	150.00	JOE LAWSON TOURN. OFFICIAL 12/8
24004785	001	001823	GAME OFFICIALS FOR BLANKET EN	12/04/23	150.00	150.00	JOE LAWSON TOURN. OFFICIAL 12/8
24004786	001	001823	GAME OFFICIALS FOR BLANKET EN	12/04/23	150.00	150.00	JOE LAWSON TOURN. OFFICIAL 12/8
					1,395.00	1,395.00	
DETAILS FOR ACCOUNT: 61.0802.52199.683.0800.3330.000.501. EXTRA CURRICULAR SUPPLIES							
24004582	001	500000	AMAZON.COM	11/27/23	450.00	450.00	6' TALL FOLDING TABLE 4 DIRECTOR
					450.00	450.00	
DETAILS FOR ACCOUNT: 61.0803.51000.343.0100.3330.000.710. INSTR-GAME OFFICIALS SERVICES							
24004482	001	013796	CHAPMAN, TODD	11/17/23	180.00	180.00	BASKETBALL OFFICIAL 11/27
24004658	001	001134	CLAYTON, MICHAEL D	11/30/23	150.00	150.00	BASKETBALL V OFFICIAL 12/1
24004659	001	011743	MUSICK, BRYAN	11/30/23	75.00	75.00	BASKETBALL V OFFICIAL 12/1

# NORMAN PUBLIC SCHOOLS - LIVE



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24004669	001	013822	CARSON, DIMPLES	11/30/23	90.00	90.00	BASKETBALL JV OFFICIAL 12/1
24004780	001	001823	GAME OFFICIALS FOR BLANKET EN	12/04/23	150.00	150.00	JOE LAWSON TOURN. OFFICIAL 12/7
24004781	001	001823	GAME OFFICIALS FOR BLANKET EN	12/04/23	150.00	150.00	JOE LAWSON TOURN. OFFICIAL 12/7
24004782	001	001823	GAME OFFICIALS FOR BLANKET EN	12/04/23	150.00	150.00	JOE LAWSON TOURN. OFFICIAL 12/7
24004787	001	001823	GAME OFFICIALS FOR BLANKET EN	12/04/23	150.00	150.00	JOE LAWSON TOURN. OFFICIAL 12/8
24004788	001	001823	GAME OFFICIALS FOR BLANKET EN	12/04/23	150.00	150.00	JOE LAWSON TOURN. OFFICIAL 12/8
24004789	001	001823	GAME OFFICIALS FOR BLANKET EN	12/04/23	150.00	150.00	JOE LAWSON TOURN. OFFICIAL 12/8
					<b>1,395.00</b>	<b>1,395.00</b>	
DETAILS FOR ACCOUNT:		61.0805.51000.657.0100.3330.000.705. UNIFORMS					
24004356	001	001269	BSN SPORTS	11/13/23	1,008.00	1,008.00	UA AF SS TRAINING TEE - 24 @ \$42
24004356	002	001269	BSN SPORTS	11/13/23	42.00	42.00	FREIGHT - \$42
24004654	001	001269	BSN SPORTS	11/30/23	1,050.00	1,050.00	UA MEN'S BASEBALL JERSEY - 25 @ \$
24004654	002	001269	BSN SPORTS	11/30/23	42.00	42.00	FREIGHT - \$42
					<b>2,142.00</b>	<b>2,142.00</b>	
DETAILS FOR ACCOUNT:		61.0807.51000.343.0100.3330.000.710. INSTR-GAME OFFICIALS SERVICES					
24004771	001	001823	GAME OFFICIALS FOR BLANKET EN	12/04/23	100.00	100.00	WRESTLING DUAL OFFICIAL 12/5
24004772	001	001823	GAME OFFICIALS FOR BLANKET EN	12/04/23	100.00	100.00	WRESTLING DUAL OFFICIAL 12/5
					<b>200.00</b>	<b>200.00</b>	
DETAILS FOR ACCOUNT:		61.0807.51000.657.0100.3330.000.705. UNIFORMS					
24004601	001	001269	BSN SPORTS	11/28/23	320.00	320.00	BLACK, WHITE - TEAM TECH POLO (8
24004601	002	001269	BSN SPORTS	11/28/23	320.00	320.00	DARK ORANGE, WHITE - TEAM TECH PO
24004601	003	001269	BSN SPORTS	11/28/23	280.50	280.50	BLACK, WHITE - TEAM WARM-UP FULL-
24004601	004	001269	BSN SPORTS	11/28/23	175.00	175.00	BLACK, WHITE - TEAM TECH SS TEE (
24004601	005	001269	BSN SPORTS	11/28/23	224.00	224.00	BLACK, WHITE - WOVEN TRAINING SHO
24004601	006	001269	BSN SPORTS	11/28/23	45.00	45.00	FREIGHT - \$45.00
					<b>1,364.50</b>	<b>1,364.50</b>	
DETAILS FOR ACCOUNT:		61.0807.51000.810.0100.3330.000.710. INSTRUCTION-DUES AND FEES					
24004668	001	011417	BLANCHARD PUBLIC SCHOOLS	11/30/23	400.00	400.00	WRESTLING-BLANCHARD INVITATIONAL
24004765	001	001962	COUNTY OF POTTOWATOMIE ABA SP	12/04/23	375.00	375.00	SHAWNEE WRESTLING TOURN 12/2
					<b>775.00</b>	<b>775.00</b>	
DETAILS FOR ACCOUNT:		61.0808.51000.653.0100.3330.000.705. TECH RELATED SUPPLIES					
24004180	001	500000	AMAZON.COM	11/08/23	40.00	40.00	12V 7Ah BATTERY REPLACEMENT FOR S
					<b>40.00</b>	<b>40.00</b>	
DETAILS FOR ACCOUNT:		61.0808.51000.681.0100.3330.000.705. COCURRICULAR SUPPLIES					
24004598	001	500000	AMAZON.COM	11/28/23	260.00	260.00	TOURNA UNIQUE SCORE TUBE - \$42.99
					<b>260.00</b>	<b>260.00</b>	
DETAILS FOR ACCOUNT:		61.0810.51000.681.0100.3300.000.705. COCURRICULAR SUPPLIES					
24004674	001	013108	HILDEBRANDT INTERNATIONAL	11/30/23	598.00	598.00	0170423324 - 2 SLOW PITCH BATS @
					<b>598.00</b>	<b>598.00</b>	
DETAILS FOR ACCOUNT:		61.0811.51000.682.0100.3330.000.705. INSTR-AWARDS/GIFTS/DECOR					
24004436	001	000513	PETERS, VINCENT - SOONER TROP	11/15/23	30.00	30.00	7X9 VB - BK STEEL W/ ORANGE B/VP
24004436	002	000513	PETERS, VINCENT - SOONER TROP	11/15/23	246.50	246.50	6X8 VB - BK STEEL W/ ORANGE B/VP
24004436	003	000513	PETERS, VINCENT - SOONER TROP	11/15/23	25.00	25.00	8X10 WALNUT - BK STEEL W/ ORANGE

# NORMAN PUBLIC SCHOOLS - LIVE



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24004436	004	000513	PETERS, VINCENT - SOONER TROP	11/15/23	77.00	77.00	3X3 MARBLE PAPERWEIGHT - BK STEEL
24004436	005	000513	PETERS, VINCENT - SOONER TROP	11/15/23	48.00	48.00	SENIOR MEDALS (8 @ \$12)
					426.50	426.50	
DETAILS FOR ACCOUNT: 61.0814.51000.682.0100.3330.000.705. INSTR-AWARDS/GIFTS/DECOR							
24004436	001	000513	PETERS, VINCENT - SOONER TROP	11/15/23	30.00	30.00	7X9 VB - BK STEEL W/ ORANGE B/VP
24004436	002	000513	PETERS, VINCENT - SOONER TROP	11/15/23	246.50	246.50	6X8 VB - BK STEEL W/ ORANGE B/VP
24004436	003	000513	PETERS, VINCENT - SOONER TROP	11/15/23	25.00	25.00	8X10 WALNUT - BK STEEL W/ ORANGE
24004436	004	000513	PETERS, VINCENT - SOONER TROP	11/15/23	77.00	77.00	3X3 MARBLE PAPERWEIGHT - BK STEEL
24004436	005	000513	PETERS, VINCENT - SOONER TROP	11/15/23	48.00	48.00	SENIOR MEDALS (8 @ \$12)
					426.50	426.50	
DETAILS FOR ACCOUNT: 61.0816.52199.682.0800.0000.000.500. REFRESHMENTS/AWARDS/GIFTS							
24004484	001	000513	PETERS, VINCENT - SOONER TROP	11/17/23	20.00	20.00	ONE ADDITIONAL AWARD TO THE VOLLE
					20.00	20.00	
DETAILS FOR ACCOUNT: 61.0816.52199.682.0800.0000.000.501. REFRESHMENTS/AWARDS/GIFTS							
24004617	001	013945	PRYORS PIZZA KITCHEN LLC	11/28/23	1,500.00	1,500.00	CATERING END OF SEASON CELEBRATIO
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 61.0817.51000.810.0800.3300.000.705. INSTRUCTION-DUES AND FEES							
24004760	001	002044	PUTNAM CITY SCHOOL DISTRICT	12/04/23	200.00	200.00	ENTRY FEE FOR PATRIOT HIGH SCHOOL
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0817.52199.682.0817.0000.000.501. REFRESHMENTS/AWARDS/GIFTS							
24004638	001	000283	HEYDAY ENTERTAINMENT LLC	11/30/23	1,800.00	1,800.00	END OF SEASON PARTY FOR TRACK BOO
					1,800.00	1,800.00	
DETAILS FOR ACCOUNT: 61.0818.51000.810.0800.3300.000.705. INSTRUCTION-DUES AND FEES							
24004760	001	002044	PUTNAM CITY SCHOOL DISTRICT	12/04/23	200.00	200.00	ENTRY FEE FOR PATRIOT HIGH SCHOOL
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0819.51000.619.0100.3330.000.705. INSTR-GENERAL OFFICE SUPPLIES							
24004284	001	012200	JP MORGAN CHASE BANK NA	11/09/23	350.00	350.00	EMERGENCY SUPPLIES
					350.00	350.00	
DETAILS FOR ACCOUNT: 61.0819.52199.343.0800.0000.000.502. STUD SUPP-GAME OFFICIALS SERV							
24004608	001	001823	GAME OFFICIALS FOR BLANKET EN	11/28/23	120.00	120.00	BASKETBALL OFFICIAL 2024
24004609	001	001823	GAME OFFICIALS FOR BLANKET EN	11/28/23	120.00	120.00	BASKETBALL OFFICIAL 2024
24004611	001	001823	GAME OFFICIALS FOR BLANKET EN	11/28/23	80.00	80.00	BASKETBALL OFFICIAL 2024
24004612	001	001823	GAME OFFICIALS FOR BLANKET EN	11/28/23	80.00	80.00	BASKETBALL OFFICIAL 2024
24004613	001	001823	GAME OFFICIALS FOR BLANKET EN	11/28/23	80.00	80.00	BASKETBALL OFFICIAL 2024
24004614	001	001823	GAME OFFICIALS FOR BLANKET EN	11/28/23	80.00	80.00	BASKETBALL OFFICIAL 2024
					560.00	560.00	
DETAILS FOR ACCOUNT: 61.0819.52199.682.0100.3330.000.710. REFRESHMENTS/AWARDS/GIFTS							
24004215	001	001324	SCARBOROUGH INVESTMENT INC -	11/09/23	500.00	500.00	BLANKET PIZZA -ATHLETICS HOSPITAL
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0819.52199.682.0800.0000.000.500. REFRESHMENTS/AWARDS/GIFTS							
24004553	001	000513	PETERS, VINCENT - SOONER TROP	11/27/23	712.00	712.00	2-70051-G-PDU-SPORTSMANSHIP\$90 EA
					712.00	712.00	

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DETAILS FOR ACCOUNT: 61.0819.52199.682.0800.0000.000.504. REFRESHMENTS/AWARDS/GIFTS							
24004715	001	005160	DONUT KING INC	12/01/23	350.00	350.00	DONUTS FOR STUDENTS
					350.00	350.00	
DETAILS FOR ACCOUNT: 61.0819.52199.682.0819.0000.000.003. REFRESHMENTS/AWARDS/GIFTS							
24004298	001	008457	PINACLE PIZZA INC	11/09/23	488.00	488.00	PIZZA FOR NHS FOOTBALL TEAM
24004298	002	008457	PINACLE PIZZA INC	11/09/23	37.00	37.00	TIP FOR PIZZA DELIVERY
24004301	001	008457	PINACLE PIZZA INC	11/09/23	720.00	720.00	PIZZA FOR NNHS FOOTBALL TEAM
24004301	002	008457	PINACLE PIZZA INC	11/09/23	30.00	30.00	TIP FOR DELIVERY DRIVER
					1,275.00	1,275.00	
DETAILS FOR ACCOUNT: 61.0819.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24004727	001	008836	DENTON, MICHAEL - DENTON VISU	12/01/23	290.00	290.00	BOYS GOLF - STATE CHAMP BANNER -
					290.00	290.00	
DETAILS FOR ACCOUNT: 61.0819.52199.683.0800.0000.000.003. EXTRA CURRICULAR SUPPLIES							
24004748	001	001269	BSN SPORTS	12/04/23	1,824.00	1,824.00	NPS CUSTOM WHITE JERSEY
24004748	002	001269	BSN SPORTS	12/04/23	203.00	203.00	PRIMETIME SHORTS
24004803	001	001269	BSN SPORTS	12/04/23	593.94	593.94	GIRLS BASKETBALLS
24004803	002	001269	BSN SPORTS	12/04/23	395.96	395.96	BOYS BASKETBALLS
					3,016.90	3,016.90	
DETAILS FOR ACCOUNT: 61.0819.52199.683.0800.0000.000.500. STUD SUPP-EXTRA CURRICULAR SUP							
24004258	001	001269	BSN SPORTS	11/09/23	296.00	296.00	IRVING ATHLETICS- COACHES POLOS FO
24004258	002	001269	BSN SPORTS	11/09/23	23.68	23.68	IRVING SHIPPING
					319.68	319.68	
DETAILS FOR ACCOUNT: 61.0819.52199.810.0800.0000.000.705. STUDENT SUPPORT-DUES AND FEES							
24004520	001	012200	JP MORGAN CHASE BANK NA	11/17/23	320.00	320.00	BOOSTER CLUBS DONATED TO GENERAL
					320.00	320.00	
DETAILS FOR ACCOUNT: 61.0819.52640.430.0000.3330.000.705. REPAIRS & MAINT SERV-DFY20							
24004437	001	013241	GREG BRYANT ENTERPRISES INC	11/15/23	75.00	75.00	REPAIRS FOR BASKETBALL SCOREBOARD
24004437	002	013241	GREG BRYANT ENTERPRISES INC	11/15/23	95.00	95.00	REPAIRS FOR BASKETBALL SCOREBOARD
24004437	003	013241	GREG BRYANT ENTERPRISES INC	11/15/23	167.00	167.00	REPAIRS FOR BASKETBALL SCOREBOARD
24004438	001	013241	GREG BRYANT ENTERPRISES INC	11/15/23	75.00	75.00	REPAIRS FOR SOFTBALL SCOREBOARD
24004438	002	013241	GREG BRYANT ENTERPRISES INC	11/15/23	142.50	142.50	REPAIRS FOR SOFTBALL SCOREBOARD
24004438	003	013241	GREG BRYANT ENTERPRISES INC	11/15/23	473.14	473.14	REPAIRS FOR SOFTBALL SCOREBOARD
					1,027.64	1,027.64	
DETAILS FOR ACCOUNT: 61.0819.52640.439.0100.3300.000.003. OTHER EQUIPMENT & VEHICLE SERV							
24004542	001	010474	HELLAS CONSTRUCTION INC	11/20/23	2,400.00	2,400.00	8 REPLACEMENT PITCHNG PANELS FOR
24004542	002	010474	HELLAS CONSTRUCTION INC	11/20/23	300.00	300.00	FREIGHT FOR NHS PITCHING PANELS
					2,700.00	2,700.00	
DETAILS FOR ACCOUNT: 61.0819.52660.344.0800.0000.000.705. SECURITY-SECURITY SERV							
24004534	001	000834	CONTEMPORARY SERVICES CORP	11/20/23	3,000.00	3,000.00	BAG CHECKER, SCREENERS, SUPERVISO
					3,000.00	3,000.00	
DETAILS FOR ACCOUNT: 61.0819.52660.344.0801.3330.000.003. SECURITY SERVICES							
24004541	001	000834	CONTEMPORARY SERVICES CORP	11/20/23	2,674.65	2,674.65	CSC SECURITY FOR FOOTBALL NNHS AN
					2,674.65	2,674.65	

# NORMAN PUBLIC SCHOOLS - LIVE



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DETAILS FOR ACCOUNT: 61.0822.51000.657.0100.3330.000.705. UNIFORMS							
24004607	001	001269	BSN SPORTS	11/28/23	228.00	228.00	AF PRIMETIME SOCCER JERSEY - 3 @
24004607	002	001269	BSN SPORTS	11/28/23	456.75	456.75	AF PRIMETIME SHORT - 9 @ \$50.75
24004607	003	001269	BSN SPORTS	11/28/23	228.00	228.00	W PRIMETIME JERSEY WHITE - 3 @ \$7
24004607	004	001269	BSN SPORTS	11/28/23	380.00	380.00	AF W PRIMETIME SS JERSEY (YF) - 5
24004607	005	001269	BSN SPORTS	11/28/23	253.75	253.75	AF W PRIMETIME SHORT(NA) - 5 @ \$
24004607	006	001269	BSN SPORTS	11/28/23	367.50	367.50	AF W PRIMETIME JERSEY (PRP) - 5 @
24004607	007	001269	BSN SPORTS	11/28/23	253.75	253.75	AF W PRIMETIME SHORT (PK) - 5 @ \$
24004607	008	001269	BSN SPORTS	11/28/23	112.00	112.00	GOLAZO SHORT - 8 @ \$14
24004607	009	001269	BSN SPORTS	11/28/23	130.00	130.00	FREIGHT - \$127.19
					2,409.75	2,409.75	
DETAILS FOR ACCOUNT: 61.0822.51000.681.0100.3330.000.705. COCURRICULAR SUPPLIES							
24004607	010	001269	BSN SPORTS	11/28/23	264.00	264.00	WH/BK/VT-ACADEMY SOCCER BALL - 12
					264.00	264.00	
DETAILS FOR ACCOUNT: 61.0825.51000.619.0100.2800.000.705. INSTR-GENERAL OFFICE SUPPLIES							
24004584	001	007866	DOLLAR TREE	11/27/23	50.00	50.00	SUPPLIES FOR CLASS....MASKING TA
24004585	001	000438	ATWOODS DISTRIBUTING LP	11/27/23	50.00	50.00	SUPPLIES FOR CLASS....WIRE & WIRE
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0825.51000.681.0100.1050.000.150. INSTR-COCURRICULAR SUPPLIES							
24004454	001	000560	BERCHER CERAMIC SUPPLY INC	11/16/23	350.00	350.00	CLAY
					350.00	350.00	
DETAILS FOR ACCOUNT: 61.0827.52199.683.0900.0000.000.125. STUD SUPP-EXTRA CURRICULAR SUP							
24004217	001	002459	SPEED STACKS INC	11/09/23	1,300.00	1,300.00	SPEED STACK EQUIPMENT FOR STUDENT
					1,300.00	1,300.00	
DETAILS FOR ACCOUNT: 61.0827.52213.682.0271.0000.000.021. REFRESHMENTS/AWARDS/GIFTS							
24004251	001	001225	WALMART STORES INC	11/09/23	200.00	84.24	REFRESHMENTS- FOOD/WATER/SODA/JUI
					200.00	84.24	
DETAILS FOR ACCOUNT: 61.0827.52213.682.0271.0000.000.050. REFRESHMENTS/AWARDS/GIFTS							
24004272	001	000413	NORMAN CHAMBER OF COMMERCE	11/09/23	250.00	250.00	ANNUAL BANQUET - SILVER SPONSORSH
24004457	001	012200	JP MORGAN CHASE BANK NA	11/16/23	600.00	600.00	LUNCH AND SNACKS FOR SDC MEMBERS
					850.00	850.00	
DETAILS FOR ACCOUNT: 61.0827.52410.653.0900.0000.000.705. TECH RELATED SUPPLIES							
24004439	001	011802	RISE VISION INC	11/15/23	576.00	576.00	4 NEW MEDIA PLAYER DEVICES FOR TE
					576.00	576.00	
DETAILS FOR ACCOUNT: 61.0827.52410.682.0271.0000.000.021. REFRESHMENTS/AWARDS/GIFTS							
24004560	001	000527	MASSIVE GRAPHICS INC	11/27/23	660.00	660.00	T-SHIRTS FOR RESIDENTIAL TEACHERS
					660.00	660.00	
DETAILS FOR ACCOUNT: 61.0828.51000.810.0100.1195.000.504. INSTRUCTION-DUES AND FEES							
24004645	001	000855	CENTRAL OK DIRECTORS ASSOCIAT	11/30/23	400.00	400.00	CODA CLINIC 1/5-6/24
					400.00	400.00	

# NORMAN PUBLIC SCHOOLS - LIVE



## OPEN PURCHASE ORDERS BY ACCOUNT

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DATE RANGE: 11/07/2023 TO 12/04/2023 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.0829.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24004790	001	013065	EAGLE ONE PIZZA	12/04/23	45.00	45.00	(6) 1 TOPPING PIZZA (3) 2 LITER S
24004791	001	001225	WALMART STORES INC	12/04/23	25.00	25.00	(2) PARTY SIZE CHIPS (4) BOXES OF
					70.00	70.00	
DETAILS FOR ACCOUNT: 61.0830.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24004382	001	500000	AMAZON.COM	11/14/23	50.00	50.00	PRINCIPAL AWARDS FOR STUDENTS ON
					50.00	50.00	
DETAILS FOR ACCOUNT: 61.0830.52410.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24004244	001	014376	JOHNSON, SCHERRY	11/09/23	500.00	500.00	FLOWERS FOR LIFE EVENTS OR TOY FI
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0836.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24004212	001	000844	OZARK PIZZA COMPANY - PAPA JO	11/09/23	100.00	100.00	PIZZA FOR 6TH HOUR PIZZA PARTY FO
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0840.51000.736.0311.8000.000.705. MACHINERY							
24004304	001	013552	HULL MACHINE TOOLS INC	11/10/23	3,641.00	3,641.00	NPSF GRANT #88 (1) SCOTCHMAN MODE
					3,641.00	3,641.00	
DETAILS FOR ACCOUNT: 61.0840.52199.810.0900.0000.000.705. STUDENT SUPPORT-DUES AND FEES							
24004476	001	000783	PROFESSIONAL BASKETBALL CLUB	11/17/23	400.00	400.00	(25) TICKETS TO THUNDER VS CHARLO
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.0842.52199.683.0900.0000.000.502. STUD SUPP-EXTRA CURRICULAR SUP							
24004719	001	010725	SUNDANCE OFFICE SUPPLY INC	12/01/23	3,000.00	3,000.00	CLASS OF 2030 FOR THE 6TH GRADE C
					3,000.00	3,000.00	
DETAILS FOR ACCOUNT: 61.0850.52199.683.0900.0000.000.710. STUD SUPP-EXTRA CURRICULAR SUP							
24004198	001	500001	AMAZON MARKETPLACE	11/08/23	350.00	350.00	CANDY RACKS, MISC RACKS FOR PACK
24004209	001	001225	WALMART STORES INC	11/09/23	150.00	150.00	ITEMS TO STORE ITEMS IN PACK SHAC
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0860.51000.810.0100.1050.000.112. INSTRUCTION-DUES AND FEES							
24004387	001	005370	AMTRAK NATIONAL RAILROAD CORP	11/14/23	210.00	210.00	RESERVATION #2EC55A 1ST GRADE TRA
					210.00	210.00	
DETAILS FOR ACCOUNT: 61.0860.52199.810.0900.0000.000.122. DUES AND FEES							
24004628	001	730005	UNIVERSITY OF OKLAHOMA	11/28/23	535.00	535.00	5TH GRADE FIELD TRIP TO SAM NOBLE
					535.00	535.00	
DETAILS FOR ACCOUNT: 61.0860.52199.810.0900.1050.000.155. DUES AND FEES							
24004196	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	11/08/23	725.00	725.00	ZOO FIELD TRIP FOR 3RD GRADE TAKI
					725.00	725.00	
DETAILS FOR ACCOUNT: 61.0864.52199.619.0900.0000.000.705. STUDENT SUPP-GEN OFFICE SUPPLI							
24004294	001	500000	AMAZON.COM	11/09/23	50.00	50.00	FRENCH CLUB CLASSROOM SUPPLIES 23
24004730	001	500000	AMAZON.COM	12/01/23	20.00	20.00	FRENCH CLUB CLASSROOM SUPPLIES 23
					70.00	70.00	

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DETAILS FOR ACCOUNT: 61.0866.51000.681.0100.0000.000.500. COCURRICULAR SUPPLIES							
24004594	001	500000	AMAZON.COM	11/27/23	150.00	150.00	WATER COLOR PAPER \$39.95,CLAY \$59
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0866.51000.681.0100.0000.000.710. COCURRICULAR SUPPLIES							
24004404	001	000257	BLICK ART MATERIALS	11/14/23	317.25	317.25	SUPPLIES FOR ART (FORM ATTACHED)
					317.25	317.25	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.135. REFRESHMENTS/AWARDS/GIFTS							
24004347	001	500000	AMAZON.COM	11/13/23	40.00	40.00	2 SETS OF PLUSH HORSES @ \$17.99 T
24004422	001	001232	SAM'S EAST INC	11/15/23	200.00	200.00	16 FRUIT BARS AT \$11.98 EACH = 19
24004756	001	001232	SAM'S EAST INC	12/04/23	200.00	200.00	16 FRUIT BARS AT \$11.98 EACH = 19
					440.00	440.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.500. REFRESHMENTS/AWARDS/GIFTS							
24004764	001	012200	JP MORGAN CHASE BANK NA	12/04/23	325.00	325.00	DONUTS FOR BREAKFAST OF CHAMPIONS
					325.00	325.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24004493	001	011435	MAULDIN, NICK - CHICK FIL A	11/17/23	205.00	205.00	35 CHICK FIL A SANDWICHES FOR GUE
24004673	001	013065	EAGLE ONE PIZZA	11/30/23	82.00	82.00	PIZZA FOR CLUB PRESIDENTS MEETING
					287.00	287.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.740. REFRESHMENTS/AWARDS/GIFTS							
24004666	001	008986	GABERINOS HOMESTYLE ITALIAN R	11/30/23	500.00	500.00	LUNCH ON NOVEMBER 30, 2023 FOR TH
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0866.52199.683.0900.0000.000.112. STUD SUPP-EXTRA CURRICULAR SUP							
24004389	001	014395	MERI K NICKELL	11/14/23	720.00	720.00	ART PROJECT FOR 3RD GRADE STUDENT
					720.00	720.00	
DETAILS FOR ACCOUNT: 61.0866.52199.683.0900.0000.000.122. STUD SUPP-EXTRA CURRICULAR SUP							
24004753	001	000527	MASSIVE GRAPHICS INC	12/04/23	190.00	190.00	STUDENT COUNCIL T-SHIRTS 19 @ \$10
					190.00	190.00	
DETAILS FOR ACCOUNT: 61.0866.52199.810.0129.2500.000.006. DUES AND FEES							
24004757	001	014412	ACADEMY OF MODEL AERONAUTICS,	12/04/23	175.00	175.00	ANNUAL MEMBERSHIP FOR SIX STUDENT
					175.00	175.00	
DETAILS FOR ACCOUNT: 61.0866.52199.810.0900.0000.000.740. DUES AND FEES							
24004229	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	11/09/23	250.00	250.00	EXPANDED STUDENTS ZOO FIELD TRIP:
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.0866.52410.550.0900.0000.000.135. PRINTING & BINDING							
24004220	001	001225	WALMART STORES INC	11/09/23	60.00	60.00	MCKINLEY CHRISTMAS CARDS
					60.00	60.00	
DETAILS FOR ACCOUNT: 61.0866.52410.619.0900.0000.000.112. PRINC OFF-GEN OFFICE SUPPLIES							
24004705	001	000389	OFFICE DEPOT	12/01/23	500.00	500.00	MISCELLANEOUS OFFICE SUPPLIES
					500.00	500.00	

# NORMAN PUBLIC SCHOOLS - LIVE



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DETAILS FOR ACCOUNT: 61.0866.52410.619.0900.0000.000.120. PRINC OFF-GEN OFFICE SUPPLIES							
24004766	001	500000	AMAZON.COM	12/04/23	200.00	200.00	GENERAL OFFICE SUPPLIES
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0866.52410.619.0900.0000.000.130. PRINC OFF-GEN OFFICE SUPPLIES							
24004681	001	500000	AMAZON.COM	11/30/23	200.00	200.00	CHASE - PURCHASE HOLIDAY STATIONA
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0866.52410.619.0900.0000.000.504. PRINC OFF-GEN OFFICE SUPPLIES							
24004434	001	001232	SAM'S EAST INC	11/15/23	750.00	750.00	SUPPLIES FOR THE OFFICE
					750.00	750.00	
DETAILS FOR ACCOUNT: 61.0866.52410.651.0900.0000.000.500. APPLIANCES/FURN/FIXTURES							
24004576	001	500000	AMAZON.COM	11/27/23	200.00	150.02	IRIVNG OFFICE-Bilbil Electric Sta
					200.00	150.02	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.112. REFRESHMENTS/AWARDS/GIFTS							
24004633	001	500000	AMAZON.COM	11/28/23	50.00	50.00	SOCKS TO BE USED IN CLASSROOMS FO
24004703	001	001225	WALMART STORES INC	12/01/23	200.00	200.00	MISCELLANEOUS REGALIA/DECORATIONS
24004704	001	001232	SAM'S EAST INC	12/01/23	200.00	200.00	REGALIA/DECORATIONS TO BE PICKED
					450.00	450.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.120. REFRESHMENTS/AWARDS/GIFTS							
24004349	001	500000	AMAZON.COM	11/13/23	300.00	111.66	CALMING TENTS X 2 THINKING PUTTY
					300.00	111.66	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.130. PRINC OFF-AWARDS/GIFTS/DECOR							
24004650	001	001225	WALMART STORES INC	11/30/23	200.00	200.00	CHASE - PURCHASE HOLIDAY TREATS F
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.145. PRINC OFF-AWARDS/GIFTS/DECOR							
24004651	001	001225	WALMART STORES INC	11/30/23	50.00	50.00	WILSON CHRISTMAS CARDS
					50.00	50.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.150. PRINC OFF-AWARDS/GIFTS/DECOR							
24004162	001	001232	SAM'S EAST INC	11/07/23	500.00	500.00	TRAYS OF FOOD AND DECOR FOR ANNUA
24004755	001	500001	AMAZON MARKETPLACE	12/04/23	300.00	300.00	SELF CARE ITEMS: NAIL POLISH FACE
					800.00	800.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.504. PRINC OFF-AWARDS/GIFTS/DECOR							
24004696	001	005437	TCE IV LLC - TED'S CAFE ESCON	11/30/23	400.00	400.00	CHIPS AND SALSA FOR THE STAFF
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.740. REFRESHMENTS/AWARDS/GIFTS							
24004738	001	500001	AMAZON MARKETPLACE	12/04/23	200.00	200.00	12 DAYS OF CHRISTMAS ITEMS FOR K-
24004739	001	001232	SAM'S EAST INC	12/04/23	200.00	200.00	12 DAYS OF CHRISTMAS FOR K-8 & 9-
24004740	001	007866	DOLLAR TREE	12/04/23	80.00	80.00	ITEMS FOR THE 12 DAYS OF CHRISTMA
					480.00	480.00	
DETAILS FOR ACCOUNT: 61.0868.51000.619.0900.0000.000.504. GENERAL OFFICE SUPPLIES							
24004435	001	500000	AMAZON.COM	11/15/23	305.00	305.00	CLASSROOM SUPPLIES
					305.00	305.00	

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DETAILS FOR ACCOUNT: 61.0868.52199.682.0900.0000.000.502. REFRESHMENTS/AWARDS/GIFTS							
24004717	001	008457	PINACLE PIZZA INC	12/01/23	100.00	100.00	GIFTED BOOK CLUB DAY 2023,SNACKS
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0870.53200.670.0900.0000.000.710. MDSE-PURCH FOR RESALE FOR FND							
24004774	001	001225	WALMART STORES INC	12/04/23	130.00	130.00	5 POUND BAGS ROMA TOMATOES 3 POUN
					130.00	130.00	
DETAILS FOR ACCOUNT: 61.0876.52199.810.0900.0000.000.504. STUDENT SUPPORT-DUES AND FEES							
24004252	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	11/09/23	3,600.00	3,600.00	STUDENT ADMISSION TO THE ZOO 11/
					3,600.00	3,600.00	
DETAILS FOR ACCOUNT: 61.0882.51000.810.0100.0000.000.710. INSTRUCTION-DUES AND FEES							
24004452	001	000360	DECA INC	11/16/23	10,603.00	10,603.00	HOTEL AND REGISTRATION FOR DECA S
					10,603.00	10,603.00	
DETAILS FOR ACCOUNT: 61.0882.52199.619.0900.0000.000.710. STUDENT SUPP-GEN OFFICE SUPPLI							
24004783	001	001244	OTIS HOLDINGS LLC	12/04/23	588.40	588.40	BLANKET PO FOR PAN LINERS AND COO
					588.40	588.40	
DETAILS FOR ACCOUNT: 61.0882.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24004496	001	012200	JP MORGAN CHASE BANK NA	11/17/23	330.00	330.00	GROUP DINNER IN AUSTIN TX FOR DEC
					330.00	330.00	
DETAILS FOR ACCOUNT: 61.0882.52199.683.0900.0000.000.710. STUD SUPP-EXTRA CURRICULAR SUP							
24004392	001	013393	TRANSFER EXPRESS INC	11/14/23	1,000.00	1,000.00	BLANKET PO FOR ORDERING DESIGNS T
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0882.52199.810.0900.0000.000.710. STUDENT SUPPORT-DUES AND FEES							
24004354	001	014371	LEGENDS HOSPITALITY LLC	11/13/23	315.00	315.00	(9) TOUR TICKETS FOR ATT STADIUM
24004768	001	000360	DECA INC	12/04/23	240.00	240.00	MEMBERSHIP FEES FOR 23-24 PCARD
					555.00	555.00	
DETAILS FOR ACCOUNT: 61.0882.53200.670.0900.0000.000.705. ENTERPRISE-MDSE-PURCH FOR RESA							
24004225	001	001232	SAM'S EAST INC	11/09/23	1,000.00	1,000.00	CANDY AND SNACKS FOR RESALE IN TH
24004700	001	010511	INKLAHOMA SCREENPRINTING AND	11/30/23	612.00	612.00	CUSTOM SWEATSHIRTS FOR RESALE (42
					1,612.00	1,612.00	
DETAILS FOR ACCOUNT: 61.0882.53200.670.0900.0000.000.710. ENTERPRISE-MDSE-PURCH FOR RESA							
24004391	001	011435	MAULDIN, NICK - CHICK FIL A	11/14/23	400.00	400.00	CHICKEN SANDWICHES TO RESALE IN T
24004769	001	011435	MAULDIN, NICK - CHICK FIL A	12/04/23	1,000.00	1,000.00	CHICKEN SANDWICHES TO RESALE IN T
					1,400.00	1,400.00	
DETAILS FOR ACCOUNT: 61.0891.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24004337	001	000283	HEYDAY ENTERTAINMENT LLC	11/10/23	1,800.00	1,800.00	BLANKET PO FOR 16 BOWLING LANES (
					1,800.00	1,800.00	
DETAILS FOR ACCOUNT: 61.0891.52199.683.0900.0000.000.710. STUD SUPP-EXTRA CURRICULAR SUP							
24004523	001	500001	AMAZON MARKETPLACE	11/20/23	115.00	115.00	ADD'L SPUD SUPPLIES PCARD
24004529	001	010280	MICHAELS STORES INC	11/20/23	15.00	15.00	(1) PACK BROWN FELT (1) PACK OF W
					130.00	130.00	

# NORMAN PUBLIC SCHOOLS - LIVE



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DETAILS FOR ACCOUNT: 61.0896.52199.673.0900.0000.000.501. PORTABLE DEVICES							
24004677	001	013961	LONG YU	11/30/23	729.00	729.00	BAMBU LAB 31S 3D PRINTER
					729.00	729.00	
DETAILS FOR ACCOUNT: 61.0896.52220.653.0900.0000.000.160. LIBR MEDIA-COMPUTERS							
24004346	001	500000	AMAZON.COM	11/13/23	300.00	300.00	TECH RELATED SUPPLIES AND LABEL S
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0896.53200.670.0900.0000.000.115. ENTERPRISE-MDSE-PURCH FOR RESA							
24004734	001	013457	LITERATI INC	12/04/23	1,976.38	1,976.38	JACKSON - FALL BOOK FAIR
					1,976.38	1,976.38	
DETAILS FOR ACCOUNT: 61.0896.53200.670.0900.0000.000.135. MDSE-PURCH FOR RESALE FOR FND							
24004554	001	013457	LITERATI INC	11/27/23	3,149.01	3,149.01	BOOKFAIR FALL 2023
					3,149.01	3,149.01	
DETAILS FOR ACCOUNT: 61.0906.51000.322.0100.3000.000.705. INSTRUCIONAL SERVICES							
24004701	001	000956	BILLINGSLEY, BARBARA	11/30/23	600.00	600.00	ACCOMPANIST FOR MUSICAL REHEARSAL
					600.00	600.00	
DETAILS FOR ACCOUNT: 61.0906.51000.681.0100.3000.000.705. INSTR-COCURRICULAR SUPPLIES							
24004525	001	500000	AMAZON.COM	11/20/23	1,500.00	1,500.00	COSTUMES AND PROPS FOR UPCOMING M
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 61.0906.51000.681.0100.3000.000.710. INSTR-COCURRICULAR SUPPLIES							
24004604	001	012200	JP MORGAN CHASE BANK NA	11/28/23	5,500.00	5,500.00	COSTUMES FOR MUSICAL
					5,500.00	5,500.00	
DETAILS FOR ACCOUNT: 61.0906.52199.346.0900.0000.000.705. TECHNOLOGY RELATED TECHNICAL S							
24004526	001	014038	CHAPMAN, EVA	11/20/23	300.00	300.00	PHOTOGRAPHY FOR SY 23-24 MUSICAL
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0906.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24004545	001	000591	B&C APPAREL LLC	11/20/23	384.00	384.00	MUSICAL T SHIRTS FOR CAST, CREW A
24004773	001	000186	MAZZIO'S PIZZA	12/04/23	270.00	270.00	(15) LARGE CHEESE PIZZA (15) LARG
					654.00	654.00	
DETAILS FOR ACCOUNT: 61.0906.52199.683.0900.0000.000.705. STUD SUPP-EXTRA CURRICULAR SUP							
24004524	001	000371	LOWE'S HOME CENTERS INC	11/20/23	800.00	800.00	LUMBER, PAINT, ETC FOR MUSICALS P
					800.00	800.00	
DETAILS FOR ACCOUNT: 61.0911.51000.681.0100.1183.000.504. COCURRICULAR SUPPLIES							
24004713	001	000125	JW PEPPER & SON INC	12/01/23	550.00	550.00	SHEET MUSIC
					550.00	550.00	
DETAILS FOR ACCOUNT: 61.0911.51000.682.0100.3000.000.710. INSTR-AWARDS/GIFTS/DECOR							
24004394	001	001980	NEFF COMPANY, THE	11/14/23	700.00	700.00	AWARD LETTERS FOR ORCHESTRA. END
					700.00	700.00	
DETAILS FOR ACCOUNT: 61.0911.52199.683.0900.0000.000.501. STUD SUPP-EXTRA CURRICULAR SUP							
24004662	001	003247	CUSTOMINK, LLC - CUSTOMINK	11/30/23	900.00	900.00	BLANKET PO FOR CHOIR SHIRTS STUDE
					900.00	900.00	

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DETAILS FOR ACCOUNT: 61.0918.52199.683.0900.0000.000.130. STUD SUPP-EXTRA CURRICULAR SUP							
24004441	001	500000	AMAZON.COM	11/15/23	140.00	140.00	PURCHASE 2 STEP STOOLS FOR PK SIN
					140.00	140.00	
DETAILS FOR ACCOUNT: 61.0919.52199.653.0900.0000.000.130. TECH RELATED SUPPLIES							
24004455	001	003608	CHICKASAW PERSONAL COMMUNICAT	11/16/23	297.04	297.04	AAJ68X501-FNB-V134LI-UNI 2300 MAH
24004455	002	003608	CHICKASAW PERSONAL COMMUNICAT	11/16/23	38.65	38.65	XUAAJ72X511-VAC-UNI 120V SINGLE U
24004455	003	003608	CHICKASAW PERSONAL COMMUNICAT	11/16/23	855.00	855.00	NX-1300DUK4 - NX-1300 UHF, 5 WATT
					1,190.69	1,190.69	
DETAILS FOR ACCOUNT: 61.0922.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24004401	001	001232	SAM'S EAST INC	11/14/23	269.40	269.40	(10) PEPPERONI (10) CHEESE (10) 4
					269.40	269.40	
DETAILS FOR ACCOUNT: 61.0922.52199.683.0900.0000.000.710. STUD SUPP-EXTRA CURRICULAR SUP							
24004400	001	001225	WALMART STORES INC	11/14/23	63.39	63.39	(3) PAINT ACRYLIC PAINT SET 12 PI
					63.39	63.39	
DETAILS FOR ACCOUNT: 61.0922.53200.670.0900.0000.000.710. ENTERPRISE-MDSE-PURCH FOR RESA							
24004402	001	001232	SAM'S EAST INC	11/14/23	300.00	300.00	SUPPLIES FOR FUNDRAISER. (FORM AT
24004403	001	001225	WALMART STORES INC	11/14/23	100.00	100.00	ITEMS FOR FUNDRAISER (FORM ATTACH
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.0938.52670.619.0900.0000.000.502. GENERAL OFFICE SUPPLIES							
24004207	001	010725	SUNDANCE OFFICE SUPPLY INC	11/09/23	400.00	137.87	OFFICE SUPPLIES, BUTCHER PAPER, B
					400.00	137.87	
DETAILS FOR ACCOUNT: 61.0952.52199.682.0900.2132.000.501. REFRESHMENTS/AWARDS/GIFTS							
24004663	001	005437	TCE IV LLC - TED'S CAFE ESCON	11/30/23	150.00	150.00	CHIPS AND QUESO FOR SPANISH CLUB
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0953.51000.681.0100.1120.000.500. COCURRICULAR SUPPLIES							
24004683	001	500000	AMAZON.COM	11/30/23	400.00	400.00	IRVING SPEECH/DRAMA/SUPPLIES-FOR
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.0954.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24004574	001	012200	JP MORGAN CHASE BANK NA	11/27/23	350.00	350.00	SP-ED LUNCH FOR STUDENT DURING SP
					350.00	350.00	
DETAILS FOR ACCOUNT: 61.0954.53200.670.0900.0000.000.705. ENTERPRISE-MDSE-PURCH FOR RESA							
24004295	001	500000	AMAZON.COM	11/09/23	100.00	100.00	APPROVED FUNDRAISER SUPPLIES FOR
24004720	001	001232	SAM'S EAST INC	12/01/23	100.00	100.00	APPROVED FUNDRAISER SUPPLIES FOR
24004721	001	001225	WALMART STORES INC	12/01/23	150.00	150.00	APPROVED FUNDRAISER SUPPLIES FOR
					350.00	350.00	
DETAILS FOR ACCOUNT: 61.0957.52199.582.0900.0000.000.705. STUDENT SUPP-OUT OF DIST TRAVE							
24004164	001	012200	JP MORGAN CHASE BANK NA	11/07/23	1,500.00	1,500.00	MEALS FOR STUDENTS DURING STATE C
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 61.0957.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24004293	001	000513	PETERS, VINCENT - SOONER TROP	11/09/23	52.00	52.00	2 PLAQUES FOR TOY.

# NORMAN PUBLIC SCHOOLS - LIVE



## OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 11/07/2023 TO 12/04/2023 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
24004522	001	500000	AMAZON.COM	11/20/23	45.00	45.00	2 20 TEMPORARY TATTOOS TO ATTACH
24004583	001	001232	SAM'S EAST INC	11/27/23	250.00	250.00	SEMI FORMAL FOOD SUPPLIES...COOKI
					347.00	347.00	
DETAILS FOR ACCOUNT:		61.0957.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS					
24004680	001	014409	SHIPLEY RESTAURANT COMPANY LL	11/30/23	302.25	302.25	30 DOZEN DONUTS FOR SEMI 12/02/23
					302.25	302.25	
DETAILS FOR ACCOUNT:		61.0957.52199.683.0900.0000.000.705. STUD SUPP-EXTRA CURRICULAR SUP					
24004605	001	500000	AMAZON.COM	11/28/23	250.00	250.00	BLACK LIGHT FOR ASSEMBLY SUPPLIES
24004606	001	500000	AMAZON.COM	11/28/23	300.00	300.00	SEMI-DECORATIONS .....DISCO BALLS
					550.00	550.00	
DETAILS FOR ACCOUNT:		61.0957.52720.516.0900.0000.000.705. STUDENT OUT OF DISTRICT MEALS					
24004642	001	000844	OZARK PIZZA COMPANY - PAPA JO	11/30/23	100.00	100.00	PIZZA FOR HOSTING CHILDREN'S NIGH
					100.00	100.00	
DETAILS FOR ACCOUNT:		61.0957.53200.670.0900.0000.000.107. ENTERPRISE-MDSE-PURCH FOR RESA					
24004649	001	001225	WALMART STORES INC	11/30/23	75.00	75.00	STUCO CANDY CANES FOR CANDY GRAMS
24004652	001	001232	SAM'S EAST INC	11/30/23	250.00	250.00	SNOWBALL DANCE CONCESSION ITEMS
					325.00	325.00	
DETAILS FOR ACCOUNT:		61.0969.51000.657.0100.3000.000.710. INSTRUCTION-UNIFORMS					
24004767	001	000116	STAGE ACCENTS	12/04/23	347.17	347.17	CHOIR UNIFORMS
					347.17	347.17	
DETAILS FOR ACCOUNT:		61.0969.51000.681.0100.1187.000.501. INSTR-COCURRICULAR SUPPLIES					
24004599	001	000759	PENDER'S MUSIC COMPANY	11/28/23	678.70	678.70	ALL STATE MUSIC 23-24 SY
					678.70	678.70	
DETAILS FOR ACCOUNT:		61.0969.51000.681.0100.1187.000.504. INSTR-COCURRICULAR SUPPLIES					
24004592	001	000125	JW PEPPER & SON INC	11/27/23	97.59	97.59	SHEET MUSIC
					97.59	97.59	
DETAILS FOR ACCOUNT:		61.0969.51000.681.0100.3000.000.705. INSTR-COCURRICULAR SUPPLIES					
24004637	001	000125	JW PEPPER & SON INC	11/30/23	500.00	500.00	SHEET MUSIC FOR CHOIR 23-24 SY
					500.00	500.00	
DETAILS FOR ACCOUNT:		61.0969.51000.681.0100.3000.000.710. INSTR-COCURRICULAR SUPPLIES					
24004779	001	000759	PENDER'S MUSIC COMPANY	12/04/23	500.00	500.00	BLANKET PO FOR SHEET MUSIC PURCHA
					500.00	500.00	
DETAILS FOR ACCOUNT:		61.0969.51000.810.0100.1187.000.501. INSTRUCTION-DUES AND FEES					
24004643	001	000849	AMERICAN CHORAL DIRECTORS ASS	11/30/23	420.00	420.00	ACCEPTANCE FEES \$75 X 5=\$375 TEAC
					420.00	420.00	
DETAILS FOR ACCOUNT:		61.0969.51000.810.0100.3000.000.710. INSTRUCTION-DUES AND FEES					
24004219	001	730006	UNIVERSITY OF OKLAHOMA	11/09/23	300.00	300.00	BLANKET PO FOR REGISTRATION FEES
24004616	001	000742	AMERICAN CLASSIC TOURS & MUSI	11/28/23	6,935.00	6,935.00	SPRING TRIP DEPOSIT DALLAS, TX A
24004776	001	000849	AMERICAN CHORAL DIRECTORS ASS	12/04/23	190.00	190.00	STUDENT FESTIVAL 01/12-01/14 2024
					7,425.00	7,425.00	

# NORMAN PUBLIC SCHOOLS - LIVE



## OPEN PURCHASE ORDERS BY ACCOUNT

### GROUPED BY FUND

DATE RANGE: 11/07/2023 TO 12/04/2023 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.0969.52720.515.0100.3000.000.710. VEH OP-STUD OUT OF DIST LODGE							
24004334	001	002748	JOHN Q HAMMONS RVOC TR 122819	11/10/23	600.00	600.00	2 ROOMS, 2 NIGHTS OKCDA ALL-STATE
24004335	001	001329	TULSA HOTEL PARTNERS LLC	11/10/23	600.00	600.00	2 ROOM, 3 NIGHTS PLUS PARKING OKM
					1,200.00	1,200.00	
DETAILS FOR ACCOUNT: 61.0969.53200.670.0900.0000.000.501. ENTERPRISE-MDSE-PURCH FOR RESA							
24004595	001	005043	CENTURY RESOURCES INC	11/27/23	3,500.00	156.18	ORDER NUMBERS 632564-00 01 FOOD F
					3,500.00	156.18	
DETAILS FOR ACCOUNT: 61.0974.51000.810.0100.4000.000.705. INSTRUCTION-DUES AND FEES							
24004702	001	730081	UNIVERSITY OF OKLAHOMA	11/30/23	523.50	523.50	YEARBOOK-MEMBERSHIP DUES & CONTES
					523.50	523.50	
DETAILS FOR ACCOUNT: 61.0974.52410.619.0900.0000.000.501. PRINC OFF-GEN OFFICE SUPPLIES							
24004195	001	500000	AMAZON.COM	11/08/23	500.00	500.00	OFFICE SUPPLIES
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0974.52410.682.0900.0000.000.501. REFRESHMENTS/AWARDS/GIFTS							
24004597	001	001232	SAM'S EAST INC	11/28/23	500.00	500.00	STAFF SNACKS
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0985.52199.683.0900.0000.000.155. EXTRA CURRICULAR SUPPLIES							
24004498	001	001225	WALMART STORES INC	11/17/23	150.00	150.00	ITEMS SUCH AS STORAGE BOXES AND T
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0986.51000.810.0100.1051.000.160. DUES AND FEES							
24004330	001	001992	SCIENCE MUSEUM OF OKLAHOMA	11/10/23	900.00	900.00	1ST GRADE FIELD TRIP TO OKLAHOMA
					900.00	900.00	
DETAILS FOR ACCOUNT: 61.0987.52199.682.0900.0000.000.502. REFRESHMENTS/AWARDS/GIFTS							
24004802	001	001225	WALMART STORES INC	12/04/23	1,500.00	1,500.00	TURKEYS, POTATOES, & SUPPLIES FOR
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 61.1806.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24004292	001	001232	SAM'S EAST INC	11/09/23	125.00	125.00	GROCERIES TO USE WITH TRANSITION
					125.00	125.00	
DETAILS FOR ACCOUNT: 61.1820.52199.651.0900.0000.000.710. APPLIANCES/FURN/FIXTURES							
24004685	001	500001	AMAZON MARKETPLACE	11/30/23	125.00	125.00	(1) UTILITY CART TO USE IN COLLEC
					125.00	125.00	
DETAILS FOR ACCOUNT: 61.1820.53200.670.0900.0000.000.710. MDSE-PURCH FOR RESALE FOR FND							
24004336	001	000581	SHOWTIME CONCESSION SUPPLY IN	11/10/23	200.00	200.00	ITEMS FOR RESALE IN THE COLLECTIV
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.1879.53200.670.0900.0000.000.501. MDSE-PURCH FOR RESALE FOR FND							
24004376	001	007904	OZARK DELIGHT CANDY COMPANY I	11/14/23	300.00	300.00	LOLLIPOPS FOR TSA FUNDRAISER
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.1892.52199.619.0900.0000.000.153. GENERAL OFFICE SUPPLIES							
24004754	001	000015	STAPLES CONTRACT & COMMERCIAL	12/04/23	200.00	200.00	GENERAL OFFICE SUPPLIES
					200.00	200.00	

# NORMAN PUBLIC SCHOOLS - LIVE



## OPEN PURCHASE ORDERS BY ACCOUNT

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DATE RANGE: 11/07/2023 TO 12/04/2023 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.1892.52199.653.0900.0000.000.501. TECH RELATED SUPPLIES							
24004664	001	007747	SCHOOL SAFE ID LLC	11/30/23	300.00	300.00	ID PRINTER SUPPLIES
24004682	001	500000	AMAZON.COM	11/30/23	150.00	150.00	HP 508A 4 PACK TONER
					450.00	450.00	
DETAILS FOR ACCOUNT: 61.1892.52199.682.0900.0000.000.153. REFRESHMENTS/AWARDS/GIFTS							
24004733	001	500001	AMAZON MARKETPLACE	12/01/23	100.00	100.00	PRIZES/AWARDS FOR STUDENTS
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.1892.52199.683.0900.0000.000.153. EXTRA CURRICULAR SUPPLIES							
24004627	001	000371	LOWE'S HOME CENTERS INC	11/28/23	35.00	35.00	6 2GALLON BUCKETS FOR EACH GRADE'
					35.00	35.00	
DETAILS FOR ACCOUNT: 61.1892.52410.611.0900.0000.000.153. PAPER SUPPLIES							
24004684	001	500001	AMAZON MARKETPLACE	11/30/23	134.32	134.32	2 LARGE ROLLS OF CRAFT PAPER (BLU
					134.32	134.32	
DETAILS FOR ACCOUNT: 61.1892.52410.619.0900.0000.000.130. GENERAL OFFICE SUPPLIES							
24004456	001	013414	ODP BUSINESS SOLUTIONS LLC	11/16/23	200.00	200.00	PURCHASE OFFICE/SCHOOL SUPPLIES F
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.1892.52410.682.0900.0000.000.107. REFRESHMENTS/AWARDS/GIFTS							
24004591	001	007511	WALGREEN CO	11/27/23	50.00	50.00	STAFF CHRISTMAS PRINTS
					50.00	50.00	
DETAILS FOR ACCOUNT: 61.1892.52410.682.0900.0000.000.153. REFRESHMENTS/AWARDS/GIFTS							
24004632	001	000813	SUBLIME SIGNS LLC	11/28/23	600.00	600.00	ROUGH RIDER BANNERS FOR ROO ENTRYW
24004745	001	011213	MAIN STREET DONUTS	12/04/23	85.00	85.00	DONUTS FOR TEACHERS 12/8 6 DOZEN
24004746	001	500001	AMAZON MARKETPLACE	12/04/23	100.00	100.00	HOLIDAY PRIZES FOR TEACHERS
					785.00	785.00	
DETAILS FOR ACCOUNT: 61.1901.52199.683.0900.0000.000.710. EXTRA CURRICULAR SUPPLIES							
24004670	001	011801	JOANN COM LLC	11/30/23	200.00	200.00	FABRIC FOR PROJECT LINUS PCARD
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.1902.52199.810.0900.0000.000.705. DUES AND FEES							
24004563	001	003687	NATIONAL COUNCIL FOR THE SOCI	11/27/23	75.00	75.00	ANNUAL MEMBERSHIP FEE FOR 2023-20
					75.00	75.00	
DETAILS FOR ACCOUNT: 61.1903.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24004566	001	012200	JP MORGAN CHASE BANK NA	11/27/23	50.00	50.00	ASIAN AMERICAN PACIFIC ISLANDER A
					50.00	50.00	
DETAILS FOR ACCOUNT: 61.1903.53200.670.0900.0000.000.705. MDSE-PURCH FOR RESALE FOR FND							
24004722	001	500000	AMAZON.COM	12/01/23	300.00	300.00	ASIAN AMERICAN PACIFIC ISLANDER A
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.1904.53200.670.0800.0000.000.005. CONCESSIONS							
24004277	001	001232	SAM'S EAST INC	11/09/23	5,000.00	5,000.00	BLANKET FOR CONCESSIONS
					5,000.00	5,000.00	

# NORMAN PUBLIC SCHOOLS - LIVE



## OPEN PURCHASE ORDERS BY ACCOUNT

### GROUPED BY FUND

DATE RANGE: 11/07/2023 TO 12/04/2023 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.1905.53200.670.0705.0000.000.005. ENTERPRISE OPERATIONS							
24004557	001	001232	SAM'S EAST INC	11/27/23	9,000.00	9,000.00	SUPPLIES FOR NORMAN HIGH STUDENT
					9,000.00	9,000.00	
DETAILS FOR ACCOUNT: 61.1906.52340.682.0900.0000.000.001. REFRESHMENTS/AWARDS/GIFTS							
24004415	001	000829	MASTER TEACHER INC, THE	11/15/23	1,927.40	1,927.40	210150_NL Golden Apple 26B@B\$46.
24004693	001	002748	JOHN Q HAMMONS RVOC TR 122819	11/30/23	33,500.00	33,500.00	TOY CELEBRATION OF EXCELLENCE ON
					35,427.40	35,427.40	
DETAILS FOR ACCOUNT: 61.1909.52199.683.0800.3330.000.005. EXTRA CURRICULAR SUPPLIES							
24004175	001	000591	B&C APPAREL LLC	11/08/23	150.00	54.00	BLANKET EMBROIDERY FOR ATHLETIC A
					150.00	54.00	
TOTALS FOR FUND: 61 SCHOOL ACTIVITY FUND					179,306.59	175,250.56	
DETAILS FOR ACCOUNT: 81.0046.52199.880.0000.0000.000.050. STUDENT AID PAYMENTS							
24004710	001	001225	WALMART STORES INC	12/01/23	500.00	500.00	GIFT CARDS FOR FAMILIES IN NEED
					500.00	500.00	
TOTALS FOR FUND: 81 GIFT FUND					500.00	500.00	

Grand Totals: 2,078,147.97 2,061,232.17

\*\* END OF REPORT - Generated by Janine warren \*\*

<b>EXPENDITURE DIMENSIONS</b>
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FUND	PROJECT	FUNCTION	OBJECT	PROGRAM	SUBJECT	JOB CLASS	SITE
11 general	0000 non-categorical	51000 instruction	100 salaries	0100 regular	0000 non sub	100 official-admin	001 ASC
12 co-op	0001-0299 distr categorical	52000 support serv	200 benefits	0200 special	1000-2399 elem	200 prof educational	002 DCC
21 building	0301-0399 state prog	52200 sup serv instruct staff	300 prof/tech serv	0300 vocational	2400-5799 sec	300 prof other	050 dist wide
22 child nutrition	0401-0499 vocational	52300 sup serv gen adm	400 property serv	0400 other instr	8000 career tech	400 paraprofessional	055 central kitchen
30-39 bond	0501-0799 federal	52400 sup serv sch adm	500 oth purch serv	0500 continuing ed	9000 career majors	500 technical	087 video res
41 sinking	0801-0999 school activity	52500 central services	600 supplies	0600 community		600 office/clerical	088 curr ctr
61 student act		52600 oper/maint	700 property/equip	0800 athletic		700 crafts and trades	089 spec serv
80 trust/insurance		52700 student transp	800 other	0900 co/extracurricular		800 operative	090 PDC
		53100 child nutrition	900 oth uses of funds			900 laborer	092 ISC
		54000 facilities & construction				950 service work	094 warehouse
		55100 debt serv					095 maintenance
		53000 clearing acct					096 transp
		55400 indirect cost					107 Lakeview
		55500 private, non-profit					110 Adams
		57100 scholarships					112 Cleveland
		57200 student aid					115 Jackson
		57300 staff awards					120 Jefferson
		57400 worker comp					122 Kennedy
							125 Lincoln
							130 Madison
							135 McKinley
							140 Eisenhower
							145 Wilson
							150 Monroe
							151 Reagan
							153 Roosevelt
							155 Truman
							160 Washington
							165 Truman Primary
							170 Dimensions Elem
							500 Irving
							501 Alcott
							502 Longfellow
							504 Whittier
							705 NHS
							710 NNHS
							740 Dimensions Sec



# Norman Public Schools

## Minutes of the Regular Meeting of the Board of Education

Dr. Joseph N. Siano Administrative Services Center Room A  
131 S Flood Avenue  
Norman, OK 73069

**Monday, November 13, 2023**

**The meeting was called to order at 6:00 PM**

### **I. Call to Order and Establish a Quorum**

*Attendance Taken at 6:00 PM. Present: Tina Floyd, Dirk O'Hara, Annette Price, Absent: Alex Ruggiers, Chad Vice.*

### **II. Pledge of Allegiance**

The Pledge of Allegiance was led by President Dirk O'Hara.

### **III. Special Agenda Items**

#### **III.A. American Education Week**

A proclamation celebrating American Education Week, November 13-17, 2023 was presented by Holly Nevels

#### **III.B. Awards Presentations**

**III.B.1. National Merit Scholars Semifinalists** Presented by Hallie Wright and Amber Pennell

##### **Norman High School**

Penelope Cline  
Matthew Houston  
Aiden Isch

Enya Apanasova  
Serena E. Feng  
Grant Goering  
Jacob Hayes

##### **Norman North High School**

Elianna Huang  
Christian Jensen  
Bryan S. Joo

Langxi Luo  
Ridwan Siddique  
Elias Sikavitsas  
Katherine Xue

### **IV. Public Communications**

Cynthia Rogers spoke on the topic of air quality with regard to the location of the new Oklahoma Aviation Academy classrooms.

Ray Howerton spoke about changing the name of Jackson Elementary School.

Evan Dunn shared information on alternative programs and instruction techniques.

### **V. Disposition of Routine Business by Consent Action**

Motion to approve the consent docket items A-N as listed below and in the agenda. This motion, made by Tina Floyd and seconded by Annette Price, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea

#### **V.A. Purchase Orders (Encumbrances and/or bills to be paid for fiscal year 2023-2024)**

Purchase Orders #24003263 - #24004159  
General Fund- \$1,220,363.88  
Building Fund- \$16,500.00  
Child Nutrition Fund- \$5,587.35  
Bond Funds- \$269,492.17  
Sinking Funds- \$0  
Trust Funds- \$66,398.42  
School Activity Fund- \$192,331.52

#### **V.B. Minutes for the Regular Meeting of the Board of Education October 16, 2023**

#### **V.C. Purchase Requests**

1. (13) Replacement Heat Exchangers for Alcott from Streets LLC in the amount of \$63,298.21.

#### **V.D. Treasurer's Report for the period through October 31, 2023**

#### **V.E. Investment Report (presented for information only)**

#### **V.F. Certified Personnel Report and Recommendations - See Attachment "A" (posted with the agenda)**

Attached to the posted agenda and these minutes as Attachment A.

#### **V.G. Support Personnel Report and Recommendations - See Attachment "B" (posted with the agenda)**

Attached to the posted agenda and these minutes as Attachment B.

#### **V.H. Agreements, Contracts and Renewals for Fiscal Year 2023-2024**

##### **V.H.1. SUPPORT SERVICES (Gayla Mears)**

**V.H.1.a. Chan Hellman LLC, Hope Centered and Trauma Informed Training Agreement for Dimensions Academy (Safety and Security)**

**V.H.2. SUPPORT SERVICES-GUIDANCE & COUNSELING (Kitrena Hime)**

**V.H.2.a. Oklahoma Office of Juvenile Affairs (OJA) Memorandum of Understanding for substance abuse prevention and recovery programs (Safety and Security)**

**V.H.2.b. Agreement for Mental Health Therapeutic Clinical Services with Central Oklahoma Community Mental Health Center (COCMHC) (Safety and Security)**

**V.I. Election of Roger Adair, Executive Director of Oklahoma Association of School Business Officials (OASBO) to Position No. 10 on the board of directors of the Oklahoma Public School Investment Interlocal Cooperative for a term of 2024-2028**

**V.J. Revised Contract for Architectural Services between Norman Public Schools and CWA Group, LLC**

**V.K. Contract for Construction Management Services between Norman Public Schools and Miller-Tippens Construction**

**V.L. Oklahoma State Department of Education Textbook Allocation and Adjustment Statutory Waiver of Okla. Stat. Title 70 § 16-114a (Maximize the Budget), (Recruit and Retain a World-Class Workforce), (Teaching and Learning)**

A school district that receives textbook funding flexibility approval may elect to expend any monies allocated for textbooks, including any monies carried over as authorized, for any purpose related to the support and maintenance of the school district as determined by the board of education of the school district.

**V.M. Applications for Sanctioning**

1. Eisenhower Elementary School PTA
2. Jackson Elementary School PTA
3. Jefferson Elementary School PTA
4. Lakeview Elementary School PTA
5. McKinley Elementary School PTO
6. Norman High School PTA
7. Norman Instrumental Music Parent's Association
8. Norman North High School Varsity/JV Cheer Booster Club
9. Norman North High School Boys Golf
10. Norman North High School Speech and Drama
11. Truman Elementary/Truman Primary School PTA
12. Whittier Middle School PTO

**V.N. Activity Fund Raising Reports**

1. Longfellow Middle School - Family and Consumer Sciences
2. Longfellow Middle School - Family and Consumer Sciences
3. Longfellow Middle School - Family and Consumer Sciences
4. Alcott Middle School - Spanish Club
5. Norman High School - Asian American Pacific Islander Association

**VI. Additional Agenda Items**

**VI.A. Agreements with the University of Oklahoma for the creation of a facility for the Oklahoma Aviation Academy (Teaching and Learning) Presented by Justin Milner and Sean Reiger, Reiger Law Group, PLLC**

The items presented to the Board for approval consist of documents that form agreements between Independent School District No. 29, Cleveland County, Oklahoma, a.k.a. Norman Public Schools and the University of Oklahoma as they pertain to the creation of a Facility for the new Oklahoma Aviation Academy (OAA). Pursuant to the passage of the 2023 NPS Bond election, and through a collaborative effort with the University, NPS will be able to plan, develop, construct, and operate the Oklahoma Aviation Academy on a new site next to the Max Westheimer Airport. The site is located near the Airport and will enable a unique synergy between the OAA students and the adjacent activity of an active airport. Upon Board approval of these items, NPS will be prepared to move forward with the bonding, planning, and development of the OAA.

The following documents are presented for Board approval:

1. GROUND LEASE AGREEMENT, between THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA, and INDEPENDENT SCHOOL DISTRICT NUMBER 29 OF CLEVELAND COUNTY, OKLA., a.k.a. NORMAN PUBLIC SCHOOLS, for approximately 8.511 acres as Tract 1, for property generally located near the intersection of Goddard Avenue and Lexington Avenue, in Norman, Cleveland County, OK.
2. DEVELOPMENT AGREEMENT, between THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA, and INDEPENDENT SCHOOL DISTRICT NUMBER 29 OF CLEVELAND COUNTY, OKLA., a.k.a. NORMAN PUBLIC SCHOOLS, as related to approximately 8.511 acres as Tract 1, of property generally located near the intersection of Goddard Avenue and Lexington Avenue, in Norman, Cleveland County, OK.
3. DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, between THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA, and INDEPENDENT SCHOOL DISTRICT NUMBER 29 OF CLEVELAND COUNTY, OKLA., a.k.a. NORMAN PUBLIC SCHOOLS, as related to approximately 8.511 acres as Tract 1, of property generally located near the intersection of Goddard Avenue and Lexington Avenue, in Norman, Cleveland County, OK.

4. GROUND LEASE AGREEMENT, between THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA, and INDEPENDENT SCHOOL DISTRICT NUMBER 29 OF CLEVELAND COUNTY, OKLA., a.k.a. NORMAN PUBLIC SCHOOLS, for approximately 0.657 acres as Tract 2, for property generally located near the intersection of Goddard Avenue and Lexington Avenue, in Norman, Cleveland County, OK.

5. SUBLEASE AGREEMENT, between THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA, and INDEPENDENT SCHOOL DISTRICT NUMBER 29 OF CLEVELAND COUNTY, OKLA., a.k.a. NORMAN PUBLIC SCHOOLS, as related to a part of a Facility to be located on approximately 0.657 acres as Tract 2, for property generally located near the intersection of Goddard Avenue and Lexington Avenue, in Norman, Cleveland County, OK.

6. SETTLEMENT STATEMENT, related to Closing on a Title Insurance Policy for Ground Leasehold Interests, through First American Title, pursuant to Title Commitment No. NCS-1176179-OKC, for two distinct ground leases covering two tracts of approximately 8.511 acres as Tract 1, and 0.657 acres as Tract 2, of property generally located near the intersection of Goddard Avenue and Lexington Avenue, in Norman, Cleveland County, OK.

Motion to approve #1 the Ground Lease Agreement between The Board of Regents of the University of Oklahoma and Norman Public Schools. This motion, made by Tina Floyd and seconded by Annette Price, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea

Motion to approve #2 the Development Agreement between The Board of Regents of the University of Oklahoma and Norman Public Schools. This motion, made by Tina Floyd and seconded by Annette Price, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea

Motion to approve #3 the Declaration of Covenants, Conditions, and Restrictions between The Board of Regents of the University of Oklahoma and Norman Public Schools. This motion, made by Tina Floyd and seconded by Annette Price, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea

Motion to approve #4 the Ground Lease Agreement between The Board of Regents of the University of Oklahoma and Norman Public Schools. This motion, made by Tina Floyd and seconded by Annette Price, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea

Motion to approve #5 the Sublease Agreement between The Board of Regents of the University of Oklahoma and Norman Public Schools. This motion, made by Tina Floyd and seconded by Annette Price, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea

Motion to approve #6 the Settlement Statement related to Closing on a Title Insurance Policy through First American Title. This motion, made by Tina Floyd and seconded by Annette Price, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea

**VI.B. Energy Management Service Agreement between Norman Public Schools, EightTwenty Oklahoma, LLC, and Brightwell Capital Partners, LLC** Presented by Justin Milner and Tony Capucille, Brightwell Capital Partners, LLC

Motion to approve the Energy Management Service Agreement between Norman Public Schools, EightTwenty Oklahoma, LLC, and Brightwell Capital Partners, LLC. This motion, made by Tina Floyd and seconded by Annette Price, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea

**VI.C. Indian Education Update** (Culture of Belonging) Presented by Lucyann Harjo

**VI.D. Middle School Strategic Plan Update** (Teaching and Learning) Presented by Holly McKinney

**VI.E. Strategic Plan Survey Overview** (Teaching and Learning) Presented by Holly McKinney

**VI.F. 2023-2024 Amended Budget** (Maximize the Budget) Presented by Brenda O'Brian

Motion to approve the 2023-2024 Amended Budget. This motion, made by Tina Floyd and seconded by Annette Price, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea

**VI.G. Schedule of the Board of Education Meetings for Calendar Year 2024** Presented by Dr. Nick Migliorino

The date, time and place for the regularly scheduled monthly meetings of the Board of Education for the 2024 calendar year were presented.

Motion to approve the Schedule of the Board of Education Meetings for Calendar Year 2024 with a change of the April 8, 2024 meeting to April 22, 2024. This motion, made by Tina Floyd and seconded by Annette Price, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea

**VII. New Business: New business refers to any matter not known about or which could not have been reasonably foreseen prior to the time of posting of the agenda. Okla. Stat. tit. 25 § 311(A)(9).**

There was no new business presented at this meeting.

**VIII. Administrative Staff Reports**

Dr. Nick Migliorino gave shout-outs and updates on upcoming events.

**IX. Board of Education Reports**

Dirk O'Hara spoke about the Culture of Belonging Group and World Kindness Day.

**X. Vote to go into executive session to discuss the following matters:**

The evaluation of the Superintendent pursuant to Executive Session authority - 25 Okla. Stat. §307(B)(1) and (7). This is a routine evaluation session that the Board conducts three or more times per year. No action regarding this item will occur following the Board's return to open session.

7:52 PM Motion to convene in executive session, pursuant to Executive Session authority 25 Okla. Stat. §307(B)(1) and (7) to discuss the evaluation of the Superintendent. This motion, made by Tina Floyd and seconded by Annette Price, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea

**XI. Vote to Return to Open Session**

9:31 PM Motion and vote to acknowledge the Board's return to open session. This motion, made by Tina Floyd and seconded by Annette Price, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea

**XII. Statement of Executive Session Minutes**

President Dirk O'Hara stated that the Board convened in executive session to discuss the evaluation of the Superintendent pursuant to Executive Session authority—25 Okla. Stat. §307(B)(1) and (7). The Board was joined in executive session by Superintendent Dr. Nick Migliorino. No other matters were discussed, and no votes were taken while in this closed session. This concludes the minutes of the executive session.

**XIII. Adjournment**

9:32 PM Motion to adjourn. This motion, made by Tina Floyd and seconded by Annette Price, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea

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Dirk O'Hara, Board of Education President

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Cathy Sasser, Board Clerk

(Seal)

**Norman School District  
General Fund  
Statement of Assets, Liabilities and Fund Balance  
November 30, 2023**

**ASSETS**

Cash in Bank	(\$4,928,079.35)
Accounts Receivable	(331,405.92)
Property Taxes - Current	2,945,271.42
Property Taxes - Delinquent	0.00
Prepays	0.00
Interest	0.00
Inventory	210,478.61

**TOTAL ASSETS**

**(\$2,103,735.24)**

**LIABILITIES AND FUND BALANCE**

Accounts Payable	(99,761.61)
Deferred Revenue	2,587,264.51

Total Liabilities	\$2,487,502.90
-------------------	----------------

Unaudited Fund Balance (June 30, 2023)	\$13,087,581.20
Excess Expenditures over Revenue	(\$17,678,819.34)

Fund Balance, End of Period	(\$4,591,238.14)
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**TOTAL LIABILITIES AND FUND BALANCE**

**(\$2,103,735.24)**

**Norman School District  
General Fund  
Statement of Revenue and Expenditures  
November 30, 2023**

<b>REVENUES</b>	<b>ANNUAL BUDGET</b>	<b>*CURRENT MONTH ACTUAL</b>	<b>YEAR-TO-DATE ACTUAL</b>	<b>REVENUE RECEIVABLE</b>
Ad Valorem Tax	\$46,166,399.00	\$70,444.35	\$173,365.34	45,993,033.66
Local	2,109,856.00	60,292.84	395,278.33	1,714,577.67
Intermediate	4,850,000.00	46,525.04	274,035.28	4,575,964.72
State	78,931,799.00	7,255,581.78	30,116,205.35	48,815,593.65
Federal	22,596,450.00	300,745.15	693,397.08	21,903,052.92
Fund Transfer	0.00	0.00	0.00	0.00
<b>TOTAL REVENUE</b>	<b>\$154,654,504.00</b>	<b>\$7,733,589.16</b>	<b>\$31,652,281.38</b>	<b>\$123,002,222.62</b>
 <b>EXPENSES</b>				
Local	\$118,655,035.75	\$9,912,728.70	\$36,182,583.53	
State	14,284,202.46	1,147,848.61	4,510,885.74	
Federal	22,567,804.04	1,717,412.64	8,637,631.45	
<b>TOTAL EXPENSES</b>	<b>\$155,507,042.25</b>	<b>\$12,777,989.95</b>	<b>\$49,331,100.72</b>	
 <b>EXCESS EXPENDITURES OVER REVENUE</b>	 <b><u>(\$852,538.25)</u></b>		 <b><u>(\$17,678,819.34)</u></b>	

\* This column is for information only and is included in the year-to-date actual amounts.

**Norman School District  
Building Fund  
Statement of Assets, Liabilities and Fund Balance  
November 30, 2023**

**ASSETS**

Cash in Bank	4,763,584.72
Accounts Receivable	762.74
Property Taxes - Current	412,681.63
Property Taxes - Delinquent	0.00
Investments	0.00
Accrued Interest	0.00

<b>TOTAL ASSETS</b>	<b><u><u>\$5,177,029.09</u></u></b>
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**LIABILITIES AND FUND BALANCE**

Accounts Payable	\$14,231.68
Deferred Revenue	413,022.58

Total Liabilities	\$427,254.26
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Unaudited Fund Balance (June 30, 2023)	\$5,309,510.31
Excess Expenditures over Revenue	(\$559,735.48)

Fund Balance, End of Period	\$4,749,774.83
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<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b><u><u>\$5,177,029.09</u></u></b>
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**Norman School District  
Building Fund  
Statement of Revenue and Expenditures  
November 30, 2023**

<b>REVENUES</b>	<b>ANNUAL BUDGET</b>	<b>*CURRENT MONTH ACTUAL</b>	<b>YEAR-TO-DATE ACTUAL</b>	<b>REVENUE RECEIVABLE</b>
Ad Valorem Tax	\$6,577,361.00	\$6,755.80	\$21,163.76	\$6,556,197.24
Other Taxes	\$4,000.00	\$4.20	\$286.46	\$3,713.54
Interest	\$100,000.00	\$0.00	\$0.00	\$100,000.00
Interfund Transfer	\$1,000,000.00	\$0.00	\$0.00	\$1,000,000.00
State	\$1.00	\$0.00	\$0.00	\$1.00
<b>TOTAL REVENUE</b>	<b>\$7,681,362.00</b>	<b>\$6,760.00</b>	<b>\$21,450.22</b>	<b>\$7,659,911.78</b>
 <b>EXPENSES</b>				
Local	\$3,563,996.06	\$146,372.02	\$581,185.70	
<b>TOTAL EXPENSES</b>	<b>\$3,563,996.06</b>	<b>\$146,372.02</b>	<b>\$581,185.70</b>	
 <b>EXCESS EXPENDITURES OVER REVENUE</b>	 <b><u>\$4,117,365.94</u></b>		 <b><u>(\$559,735.48)</u></b>	

\* This column is for information only and is included in the year-to-date actual amounts.

**Norman School District  
 Child Nutrition Fund  
 Statement of Assets, Liabilities and Fund Balance  
 November 30, 2023**

**ASSETS**

Cash in Bank	\$1,467,537.21
Accounts Receivable	322,663.32
Inventory	0.00

**TOTAL ASSETS** **\$1,790,200.53**

**LIABILITIES AND FUND BALANCE**

Accounts Payable	\$64.77
Deferred Revenue	\$430,124.92

Total Liabilities \$430,189.69

Unaudited Fund Balance (June 30, 2023)	\$2,808,452.71
Excess Expenditures over Revenue	(\$1,448,441.87)

Fund Balance, End of Period \$1,360,010.84

**TOTAL LIABILITIES AND FUND BALANCE** **\$1,790,200.53**

**Norman School District  
Child Nutrition Fund  
Statement of Revenue and Expenditures  
November 30, 2023**

<b>REVENUES</b>	<b>ANNUAL BUDGET</b>	<b>*CURRENT MONTH ACTUAL</b>	<b>YEAR-TO-DATE ACTUAL</b>	<b>REVENUE RECEIVABLE</b>
Student Meals	\$1,525,427.00	\$876.80	\$11,435.30	\$1,513,991.70
Federal Reimbursement	4,373,887.00	243,251.90	670,131.78	3,703,755.22
State Reimbursement	65,867.00	0.00	0.00	65,867.00
Other Local	100,907.00	0.00	0.00	100,907.00
Interfund Transfer	131,100.00	0.00	0.00	131,100.00
	<hr/>			
<b>TOTAL REVENUE</b>	<b>\$6,197,188.00</b>	<b>\$244,128.70</b>	<b>\$681,567.08</b>	<b>\$5,515,620.92</b>
<b>EXPENSES</b>				
Local	\$8,073,670.13	\$622,194.58	\$2,130,008.95	
	<hr/>			
<b>TOTAL EXPENSES</b>	<b>\$8,073,670.13</b>	<b>\$622,194.58</b>	<b>\$2,130,008.95</b>	
<b>EXCESS EXPENDITURES OVER REVENUE</b>	<u><u><b>(\$1,876,482.13)</b></u></u>		<u><u><b>(\$1,448,441.87)</b></u></u>	

\* This column is for information only and is included in the year-to-date actual amounts.

**Norman School District  
Bond Fund  
Statement of Assets, Liabilities and Fund Balance  
November 30, 2023**

**ASSETS**

Cash in Bank	\$10,634,868.13
Investments	0.00
Accrued Interest	0.00
Receivables	0.00

**TOTAL ASSETS** \$10,634,868.13

**LIABILITIES AND FUND BALANCE**

Accounts Payable	\$46,212.50	
Total Liabilities		\$46,212.50
Unaudited Fund Balance (June 30, 2023)	\$13,831,036.87	
Excess Expenditures over Revenue	(\$3,242,381.24)	
Fund Balance, End of Period		\$10,588,655.63

**TOTAL LIABILITIES AND FUND BALANCE** \$10,634,868.13

**Norman School District  
Bond Fund  
Statement of Revenue and Expenditures  
November 30, 2023**

<b>REVENUES</b>	<b>ANNUAL BUDGET</b>	<b>*CURRENT MONTH ACTUAL</b>	<b>YEAR-TO-DATE ACTUAL</b>	<b>REVENUE RECEIVABLE</b>
Local	\$12,920,000.00	\$0.00	\$0.00	\$12,920,000.00
Interest	\$50,000.00	\$0.00	\$0.00	\$50,000.00
	<hr/>			
<b>TOTAL REVENUE</b>	<b>\$12,970,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$12,970,000.00</b>
<b>EXPENSES</b>				
Local	\$21,434,478.00	\$434,690.06	\$3,242,381.24	
Fund Transfer	0.00	0.00	0.00	
	<hr/>			
<b>TOTAL EXPENSES</b>	<b>\$21,434,478.00</b>	<b>\$434,690.06</b>	<b>\$3,242,381.24</b>	
<b>EXCESS EXPENDITURES OVER REVENUE</b>	<u><b>(\$8,464,478.00)</b></u>		<u><b>(\$3,242,381.24)</b></u>	

\* This column is for information only and is included in the year-to-date actual amounts.

**Norman School District  
Sinking Fund  
Statement of Assets, Liabilities and Fund Balance  
November 30, 2023**

**ASSETS**

Cash in Bank	\$22,408,557.13
Accounts Receivable	0.00
Investments	0.00
Accrued Interest	0.00
Property Taxes - Current	3,046,055.93
Property Taxes - Delinquent	0.00

**TOTAL ASSETS**

**\$25,454,613.06**

**LIABILITIES AND FUND BALANCE**

Accounts Payable	\$0.00
Deferred Revenue	3,048,073.39
Escrow Account	0.00

Total Liabilities \$3,048,073.39

Unaudited Fund Balance (June 30, 2023)	\$22,991,941.45
Excess Expenditures over Revenue	(\$585,401.78)

Fund Balance, End of Period \$22,406,539.67

**TOTAL LIABILITIES AND FUND BALANCE**

**\$25,454,613.06**

**Norman School District  
Sinking Fund  
Statement of Revenue and Expenditures  
November 30, 2023**

<b>REVENUES</b>	<b>ANNUAL BUDGET</b>	<b>*CURRENT MONTH ACTUAL</b>	<b>YEAR-TO-DATE ACTUAL</b>	<b>REVENUE RECEIVABLE</b>
Ad Valorem Tax	\$33,269,076.00	\$34,097.61	\$106,816.97	\$33,162,259.03
Premium on Bonds Sold	\$200,000.00	\$0.00	\$0.00	\$200,000.00
Interest	1,000,025.00	0.00	0.00	1,000,025.00
State	1.00	0.00	0.00	1.00
Fund Transfer	(1,000,000.00)	0.00	0.00	(1,000,000.00)
	<hr/>			
<b>TOTAL REVENUE</b>	<b>\$33,469,102.00</b>	<b>\$34,097.61</b>	<b>\$106,816.97</b>	<b>\$33,362,285.03</b>
<b>EXPENSES</b>				
Local	\$31,571,637.50	\$0.00	\$692,218.75	
Fund Transfer	0.00	0.00	0.00	
	<hr/>			
<b>TOTAL EXPENSES</b>	<b>\$31,571,637.50</b>	<b>\$0.00</b>	<b>\$692,218.75</b>	
<b>EXCESS EXPENDITURES OVER REVENUE</b>	<b><u>\$1,897,464.50</u></b>		<b><u>(\$585,401.78)</u></b>	

\* This column is for information only and is included in the year-to-date actual amounts.

**Norman School District  
Student Activity Fund  
Statement of Assets, Liabilities and Fund Balance  
November 30, 2023**

**ASSETS**

Cash in Bank	\$2,784,565.69	
Accounts Receivable	2,196.84	
<b>TOTAL ASSETS</b>		<b><u><u>\$2,786,762.53</u></u></b>

**LIABILITIES AND FUND BALANCE**

Accounts Payable	\$70,429.83	
Total Liabilities		\$70,429.83
Unaudited Fund Balance (June 30, 2023)	\$2,329,413.30	
Excess Revenue over Expenditures	\$386,919.40	
Fund Balance, End of Period		\$2,716,332.70
<b>TOTAL LIABILITIES AND FUND BALANCE</b>		<b><u><u>\$2,786,762.53</u></u></b>

**Norman School District  
Student Activity Fund  
Statement of Revenue and Expenditures  
November 30, 2023**

<b>REVENUES</b>	<b>ANNUAL BUDGET</b>	<b>*CURRENT MONTH ACTUAL</b>	<b>YEAR-TO-DATE ACTUAL</b>	<b>REVENUE RECEIVABLE</b>
Local	\$3,000,000.00	\$356,255.61	\$1,299,583.55	1,700,416.45
<b>TOTAL REVENUE</b>	<b>\$3,000,000.00</b>	<b>\$356,255.61</b>	<b>\$1,299,583.55</b>	<b>\$1,700,416.45</b>
 <b>EXPENSES</b>				
Local	\$3,000,000.00	\$320,647.33	\$912,664.15	
<b>TOTAL EXPENSES</b>	<b>\$3,000,000.00</b>	<b>\$320,647.33</b>	<b>\$912,664.15</b>	
 <b>EXCESS REVENUE OVER EXPENDITURES</b>	 <b><u>\$0.00</u></b>		 <b><u>\$386,919.40</u></b>	

\* This column is for information only and is included in the year-to-date actual amounts.

**Norman School District  
Trust and Agency Funds  
Statement of Assets, Liabilities and Fund Balance  
November 30, 2023**

**ASSETS**

Cash in Bank	\$23,558,465.62	
Accounts Receivable	\$44,591.88	
<b>TOTAL ASSETS</b>		<b><u><u>\$23,603,057.50</u></u></b>

**LIABILITIES AND FUND BALANCE**

Accounts Payable	\$44,591.88	
Total Liabilities		\$44,591.88
Unaudited Fund Balance (June 30, 2023)	\$6,351,526.01	
Excess Revenue over Expenditures	17,206,939.61	
Fund Balance, End of Period		\$23,558,465.62
<b>TOTAL LIABILITIES AND FUND BALANCE</b>		<b><u><u>\$23,603,057.50</u></u></b>

**Norman School District  
Trust and Agency Funds  
Statement of Revenue and Expenditures  
November 30, 2023**

<b>REVENUES</b>	<b>ANNUAL BUDGET</b>	<b>*CURRENT MONTH ACTUAL</b>	<b>YEAR-TO-DATE ACTUAL</b>	<b>REVENUE RECEIVABLE</b>
Local	\$20,000,000.00	\$1,910.00	\$18,456,564.82	\$1,543,435.18
Fund Transfer	0.00	0.00	0.00	\$0.00
	<hr/>			
<b>TOTAL REVENUE</b>	<b>\$20,000,000.00</b>	<b>\$1,910.00</b>	<b>\$18,456,564.82</b>	<b>\$1,543,435.18</b>
<b>EXPENSES</b>				
Local	\$20,000,000.00	\$435,742.22	\$1,249,625.21	
Fund Transfer	0.00	0.00	0.00	
	<hr/>			
<b>TOTAL EXPENSES</b>	<b>\$20,000,000.00</b>	<b>\$435,742.22</b>	<b>\$1,249,625.21</b>	
<b>EXCESS REVENUE OVER EXPENDITURES</b>	<u><u>\$0.00</u></u>		<u><u>\$17,206,939.61</u></u>	

\* This column is for information only and is included in the year-to-date actual amounts.

## 2023-2024 INVESTMENT INFORMATION

<b>JP MORGAN CHASE US GOV MONEY MARKET</b>					
<b>MONTH</b>	<b>BANK</b>	<b>ACCOUNT</b>	<b>BALANCE</b>	<b>INTEREST EARNED</b>	<b>INTEREST RATE</b>
July	JP Morgan Chase	Money Market	66,021,793.31	290,133.39	5.25%
August	JP Morgan Chase	Money Market	69,330,627.79	308,834.48	5.32%
September	JP Morgan Chase	Money Market	44,599,507.67	268,879.88	5.32%
October	JP Morgan Chase	Money Market	47,804,884.28	268,879.88	5.33%
November	JP Morgan Chase	Money Market	40,006,255.53	268,879.88	5.34%
<b>TYPE</b>	<b>BANK</b>	<b>PURCHASED</b>	<b>PAR</b>	<b>PRICE</b>	<b>YIELD</b>
FHDN	Country Club Bank	9/21/2023	20,000,000.00	19,467,558.33	5.53%

ATTACHMENT A				
<b>Norman Public Schools Norman, Oklahoma Certified Personnel Report 12/11/2023</b>				
<b><u>RECOMMENDATIONS/ TEMPORARY EMPLOYMENT</u></b>				
<b><u>NAME</u></b>	<b><u>NEW/REPLACEMENT</u></b>	<b><u>ASSIGNMENT</u></b>	<b><u>SITE</u></b>	<b><u>EFFECTIVE DATE</u></b>
BLALOCK, ABRAM	NEW	ADAPTIVE P.E. TEACHER	NORMAN NORTH HIGH SCHOOL	8/9/2023
CARTER, HELEN	REPLACEMENT	RESOURCE TEACHER	MCKINLEY ELEMENTARY	8/9/2023
CARROLL, SHELBY	REPLACEMENT	.5 ENGLISH TEACHER	NORMAN NORTH HIGH SCHOOL	8/9/2023
FRITH, KRISTINE	REPLACEMENT	FAMILY AND CONSUMER SCIENCES TEACHER	IRVING MIDDLE SCHOOL	8/9/2023
HARTLESS, VALERIE	NEW	.5 RESOURCE TEACHER	ADAMS ELEMENTARY	8/28/2023
KIM, DOYOUN	REPLACEMENT	ORCHESTRA TEACHER	LONGFELLOW MIDDLE SCHOOL	9/25/2023
KOBYLINSKI, AMY	REPLACEMENT	RESOURCE TEACHER	NORMAN NORTH HIGH SCHOOL	11/9/2023
LUESADA, JARRED	REPLACEMENT	SPEECH PATHOLOGIST	SPECIAL SERVICES	9/11/2023
MCCURDY, ANNEMARIE	REPLACEMENT	MATH TEACHER	LONGFELLOW MIDDLE SCHOOL	10/9/2023
PITTS, BOBBYE	NEW	SCHOOL PSYCHOLOGIST	SPECIAL SERVICES	8/9/2023
SMITH, KAYLA	REPLACEMENT	LIBRARY MEDIA SPECIALIST	NORMAN NORTH HIGH SCHOOL	9/18/2023
SPROUSE, FILIZ	REPLACEMENT	STUDENT ADVOCACY COUNSELOR	IRVING MIDDLE SCHOOL	11/13/2023
THOMAS, TROY	REPLACEMENT	P.E. TEACHER	ADAMS ELEMENTARY	8/9/2023
<b><u>RESIGNATIONS:</u></b>				
<b><u>NAME</u></b>		<b><u>ASSIGNMENT</u></b>	<b><u>SITE</u></b>	<b><u>EFFECTIVE DATE</u></b>
BOWMAN, MAXWELL		SCIENCE TEACHER	IRVING MIDDLE SCHOOL	12/8/2023
KING, NATHAN		SOCIAL STUDIES TEACHER	NORMAN NORTH HIGH SCHOOL	11/14/2023
VERA, SHERI		FOURTH GRADE TEACHER	CLEVELAND ELEMENTARY	12/8/2023
<b>Respectfully Submitted,</b>				
<b>Superintendent</b>				
*Worked Prior to Board Approval				

**Norman Public Schools  
Norman, Oklahoma  
Support Personnel Report  
12/11/2023**

**RECOMMENDATIONS/ TEMPORARY EMPLOYMENT**

<b>NAME</b>	<b>NEW/REPLACEMENT</b>	<b>ASSIGNMENT</b>	<b>SITE</b>	<b>EFFECTIVE DATE</b>
BELLAR, DAGAN	REPLACEMENT	SPED TEACHER ASSISTANT	EISENHOWER ELEMENTARY	11/27/2023
BARBEE, ASHTON	REPLACEMENT	BUS MONITOR	TRANSPORTATION	11/28/2023
CORLESS, MICHELLE	REPLACEMENT	RESOURCE TEACHER ASSISTANT	NORMAN NORTH	12/11/2023
FALLS DOWN, CORDELIA	REPLACEMENT	HIGH SCHOOL ACADEMIC TUTOR	INDIAN EDUCATION	11/14/2023
FOSTER, MICHEAL	REPLACEMENT	BUS MONITOR	TRANSPORTATION	12/4/2023
GAMBRELL, CYNTHIA	REPLACEMENT	TRANSPORTATION DISPATCHER	TRANSPORTATION	12/11/2023
HOHMAN, MICHAEL	REPLACEMENT	INFRASTRUCTURE TECH	TECHNOLOGY SERVICE CENTER	11/29/2023
KIM, KIOK	NEW	RESOURCE TEACHER ASSISTANT	IRVING MIDDLE SCHOOL	12/4/2023
KING, SASHA	REPLACEMENT	ATTENDANCE SECRETARY	LONGFELLOW MIDDLE SCHOOL	1/5/2023
LAYMAN, DAEGAN	REPLACEMENT	RESOURCE TEACHER ASSISTANT	LONGFELLOW MIDDLE SCHOOL	12/4/2023
MATTHEWS, CARRIE	NEW	COTA	SPECIAL SERVICES	11/13/2023
MARTIN, CHRISTY	REPLACEMENT	RESOURCE TEACHER ASSISTANT	WILSON ELEMENTARY	12/4/2023
MCCONNELL, KEITH	REPLACEMENT	SPED TEACHER ASSISTANT	NORMAN HIGH	11/27/2023
OAKES, MELISSA	NEW	FIRST GRADE TEACHER ASSISTANT	ROOSEVELT ELEMENTARY	11/13/2023
POTTER, CASSIDY	REPLACEMENT	RESOURCE TEACHER ASSISTANT	CLEVELAND ELEMENTARY	11/27/2023
RADER, MICHA	NEW	PRE K TEACHER ASSISTANT	JACKSON ELEMENTARY/KINDERBERRY	11/27/2023
SANOCKI, DAWN	REPLACEMENT	BUS MONITOR	TRANSPORTATION	11/15/2023
SCALES, RYAN	REPLACEMENT	RESOURCE TEACHER ASSISTANT	LONGFELLOW MIDDLE SCHOOL	11/30/2023
SEA, FALETOA	REPLACEMENT	ATTENDANCE SECRETARY	NORMAN HIGH	11/16/2023
SKITT, CASSADY	REPLACEMENT	HEALTH ASSISTANT	ADAMS ELEMENTARY	11/27/2023
SPOR, SOPHIA	REPLACEMENT	RESOURCE TEACHER ASSISTANT	MCKINLEY ELEMENTARY	1/4/2024
STONE, ANA	NEW	RESOURCE TEACHER ASSISTANT	MCKINLEY ELEMENTARY	12/4/2023
SWINNEY, MARY	REPLACEMENT	BUS DRIVER	TRANSPORTATION	12/5/2023

**RESIGNATIONS:**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>SITE</b>	<b>EFFECTIVE DATE</b>
BECKWITH, KELLI	SPED TEACHER ASSISTANT	WILSON ELEMENTARY	11/17/2023
FACTOR, ALYSSA	INDIAN EDUCATION MIDDLE SCHOOL TUTOR	INDIAN EDUCATION	12/1/2023
HALEY, TIMOTHY	HEATING & AIR/VENT MECHANIC	CENTRAL SERVICES CENTER	12/29/2023
JOHNSON, KEVIN	PAINTER	CENTRAL SERVICES CENTER	11/21/2023
RICHARDSON, AMY	RESOURCE TEACHER ASSISTANT	JEFFERSON ELEMENTARY	11/13/2023
STONE, EMILY	RESOURCE TEACHER ASSISTANT	LINCOLN ELEMENTARY	12/1/2023

Respectfully Submitted,

Superintendent

\*Worked Prior to Board Approval

## SERVICE AGREEMENT

This Service Agreement (the “Agreement”) is dated the 31st of October, 2023 between Independent School District No. 29, Cleveland County, Oklahoma, a/k/a Norman Public Schools, an Oklahoma public school district (hereinafter “School District”), and Care Solace, Inc., a Delaware corporation (hereinafter “Care Solace”). School District and Care Solace may be referred to individually as “Party,” or collectively as “Parties.”

## RECITALS

WHEREAS, Care Solace provides a web-based navigation system to assist its school district clients and the districts’ students and parents in locating and connecting with mental health treatment providers (hereinafter the “Services”), and agrees to provide the Services to School District on the terms and conditions set forth in this Agreement; and WHEREAS, School District desires for Care Solace to assist it in connecting students and families with mental health treatment providers.

## TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### Scope of Services

1. Care Solace shall provide the Services as follows:

1.1 Care Solace owns and operates a website located at the URL caresolace.org which provides information related to mental health treatment providers (hereinafter the “Main Site”). As part of this Agreement, Care Solace will manage and operate a version of the Main Site that is branded with School District’s name (hereinafter the “Branded Site”). Care Solace will take all reasonable steps to ensure the Branded Site is live in January 2024. Care Solace will provide access to the Branded Site to users authorized by the School District, including School District staff, students, and parents (hereinafter the “Authorized Users”), on a Software-as-a-Service (“SaaS”) basis pursuant to the terms and conditions set forth in Paragraphs 26-34, infra.

1.2 Care Solace shall facilitate a process called the “Warm Handoff®,” whereby School District staff or third-party contractors, consultants, or other parties to whom School District has outsourced institutional services (hereinafter “Independent Contractors”) designated as school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B) provide Care Solace with contact information of a student or family in need of mental health treatment providers (hereinafter the “Treatment Providers”). The family contact shall be a parent, legal guardian, or other adult primary contact as directed by School District. Care Solace will then work directly with the primary contact to connect the student to Treatment Providers.

1.3 In addition to providing Authorized Users with access to the Branded Site, Care Solace will also provide Authorized Users with telephone and email access to a Care Companion™. The Care Companions are care coordinators with experience in customer service, trained to navigate the mental health system and health insurance.

The Care Companions are not licensed mental health professionals and do not diagnose, assess or evaluate. No provider-patient relationship is formed by provision of services by a Care Companion to an Authorized User. The Care Companions are not a crisis response team. The Care Companions are available to work directly with students and families to connect them with Treatment Providers. Care Companions are available 24 hours per day, 7 days per week.

1.4 Care Solace connects Authorized Users with Treatment Providers based on criteria such as geographic proximity, whether the provider accepts the Authorized User's insurance, and whether the provider is accepting new patients. Care Solace will use reasonable efforts to have each Treatment Provider it refers to Authorized Users reviewed through Care Solace's verification process. The information available on Treatment Providers through the verification process may vary significantly.

#### Care Solace is Not a Treatment Provider

2. Care Solace is not a mental health treatment provider or a provider network, and does not provide mental health treatment or other health care treatment to Authorized Users. Rather, Care Solace acts solely as a care coordinator by connecting Authorized Users to Treatment Providers. Care Solace does not represent, warrant or guarantee that Treatment Providers are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers.

#### Implementation Process

3. Care Solace will provide an onsite or virtual walk-through of the Services to School District representatives designated by School District in order to demonstrate the features and functionality of the Services.

4. Care Solace will conduct initial on-boarding training sessions with School District staff designated by School District in order to explain and demonstrate the Services.

5. Care Solace will provide training and on-going support concerning the use and functionality of the Services to key stakeholders of School District as requested by School District. Key stakeholders may include, but are not limited to: School District's mental health team, psychologists, counselors, assistant principals, principals, human resources staff, district leadership, and parent-teacher associations.

6. Care Solace will assist in providing access to the Branded Site on School District's website as well as individual school websites, as requested by School District.

7. Care Solace will provide backpack mailer templates and email/text templates for School District to deliver to students and parents quarterly, or four times per year, to remind them of the Services and provide the URL for the Branded Site.

8. School District shall designate one of its employees as its principal contact for communicating with Care Solace regarding technical issues in the provision of the Services, and shall notify Care Solace of such designation in writing within fifteen (15) days of the execution of this Agreement. School District may change its principal contact from time to time by providing written notice to Care Solace pursuant to Paragraph 54, infra.

#### Term of Agreement and Fees

9. This Agreement shall be effective as of **January 3, 2024** (hereinafter the “Effective Date”).

10. The initial term of this Agreement (hereinafter the “Initial Term”) will begin on January 3, 2024 and continue through June 30, 2024. This Agreement, subject to a vote of the Board of Education, will renew for one-year terms (hereinafter, “Renewal Term”) on July 1st of each year following the Initial Term (hereinafter the “Renewal Date”), Either party intending to not renew the Agreement for an additional one-year term must provide the other party at least thirty (30) days prior written notice, pursuant to Paragraph 54, infra, to terminate this Agreement effective at the end of the existing term. The maximum term of this Agreement is five (5) years.

11. In exchange for the Services contemplated under this Agreement, School District will compensate Care Solace as follows:

11.1. For the Initial Term, January 3, 2024 to June 30, 2024, School District will pay \$31,380 to Care Solace upon execution of this Agreement.

11.2 For each one year Renewal Term, School District will pay to Care Solace \$62,670 on or around the Renewal Date.

12. The fees set forth in Paragraph 11, supra, shall be earned by Care Solace when paid and shall not be subject to a prorated refund in the event of a termination without cause by School District of this Agreement prior to the end of the Initial Term or any Renewal Term. If School District terminates the Agreement for cause at any time after providing Care Solace with thirty (30) days’ written notice, the fees paid by School District shall be subject to a prorated refund.

12.1 Payment Terms. School District agrees to pay the amounts set forth in Paragraph 11, supra, within thirty (30) calendar days of receipt of an invoice. If Care Solace does not receive payment in full on an invoice within thirty (30) days, a finance charge on the unpaid amount of any invoice will be charged at a rate no greater than the maximum finance charge permitted by Oklahoma law for an Oklahoma political subdivision beginning thirty (30) days after School District receives the invoice. For the purposes of this Paragraph 12.1, an invoice shall be

deemed to be received upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail.

13. To ensure continuity of the Services, Care Solace will continue to provide the Services for a grace period of ninety (90) days after expiration of the Initial Term or any Renewal Term to allow for negotiation of a subsequent Renewal Term or new Agreement. During this grace period, all terms of the Agreement shall remain in full force and effect, and any Renewal Term or new Agreement beginning after this grace period shall be retroactive to the expiration date.

14. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (United States Dollars).

#### Termination of Agreement

15. School District may terminate an Initial Term or a Renewal Term without cause pursuant to this Agreement at any time after providing Care Solace® with sixty (60) days written notice, pursuant to Paragraph 54, infra. In the event of termination without cause of an Initial Term or a Renewal Term by School District pursuant to this paragraph, the fees paid by School District shall not be subject to a prorated refund. If School District terminates the Agreement for cause at any time after providing Care Solace with thirty (30) days' written notice, the fees paid by School District shall be subject to a prorated refund.

16. In the event that Care Solace® determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing clients, Care Solace® may terminate without cause an Initial Term or a Renewal Term pursuant to this Agreement by providing School District with sixty (60) days written notice pursuant to Paragraph 54, infra. In the event of termination without cause of an Initial Term or a Renewal Term by Care Solace® pursuant to this paragraph, the fees paid by School District shall be subject to a prorated refund.

17. If either Party fails to comply with any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee to Care Solace®, the non-breaching Party may terminate this Agreement with cause upon thirty (30) days written notice to the breaching Party specifying the breach(es). Upon receiving written notice of a specified breach, the breaching Party shall have a thirty (30) day cure period to remedy the specified breaches. The written notice must be provided in accordance with Paragraph 54, infra.

17.1. Only in the event that a Party fails to remedy a specified breach within the thirty (30) day cure period shall such a breach be considered a "Dispute" subject to the dispute resolution provisions set forth in Paragraphs 42-50, infra.

17.2. The written notice to a breaching Party specifying any breach(es) of the material terms of this Agreement and the thirty (30) day cure period set forth in this Paragraph 17 are conditions precedent to any Party's ability to provide the other Party with notice of a Dispute under Paragraph 43, infra.

### Data and Information Privacy

18. Care Solace and School District each agree to comply with all data privacy laws and requirements, state and federal, to which they are each subject, which may include, without limitation, the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506 (hereinafter "COPPA"), and The Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (hereinafter, "FERPA").

19. The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.

20. In order to ensure compliance and that Care Solace is able to perform the Services, School District designates Care Solace a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) for the limited purposes of providing the Services.

21. The Parties expressly understand and agree that: (1) the Services are an institutional service or function that would otherwise be performed by employees of School District, such as counselors or principals; (2) Care Solace is under the direct control of School District with respect to the use and maintenance of "education records," as that term is defined at 34 CFR § 99.3; (3) Care Solace shall comply with the obligations imposed by 34 CFR § 99.33(a) regarding the redisclosure of any information relating to students and families obtained in providing the Services; (4) School District has determined that Care Solace has legitimate educational interests in any education records provided to it; and (5) School District has provided parents and eligible students with the annual notice required by 34 C.F.R §99.7(a)(3)(iii) regarding its criteria for determining who is a school official and what constitutes a legitimate educational interest in education records.

22. School District represents and warrants that any Independent Contractor that is provided with access to the Warm Handoff or is otherwise responsible for transmitting directory information or education records to Care Solace has also been designated as a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) and that School District has provided parents and eligible students with the annual notice required by 34 C.F.R §99.7(a)(3)(iii).

23. Care Solace reserves the right to internally monitor School District's and Authorized Users' usage of the Branded Site and Services and shall promptly notify School District of any irregularity or suspicion of misuse.

24. Care Solace will provide access to School District to the following non-personally identifiable information collected from Authorized Users: number of visitors, matches, and phone appointments. If School District desires to obtain personally identifiable information from Care

Solace related to a particular Authorized User's use of the Services, School District shall obtain and deliver to Care Solace a duly executed written authorization from the Authorized User, or their legal guardian if applicable, in a form that complies with applicable law.

25. Care Solace shall ensure that: (i) all data and information provided by School District is stored on files that are separate from those of other Care Solace clients, or (ii) all files containing data and information provided by School District are partitioned from the information and data provided by other clients sufficient to protect the security and privacy of such information and data.

#### Software-as-a-Service Terms

26. Care Solace grants School District a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link (hereinafter the "Link") to the initial, top-level display of the Branded Site solely for the purpose of linking any website owned or controlled by School District to the Branded Site.

27. Use Restrictions. School District covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, School District will not, directly or indirectly, do any of the following: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services (hereinafter "Software"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

28. Security. School District and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their connections to the Internet. As part of the Services, Care Solace shall implement reasonable security procedures consistent with prevailing industry standards to protect information provided by School District and Authorized Users from unauthorized access. The Parties agree that Care Solace shall not, under any circumstances, be held responsible or liable for situations in which: (i) data or transmissions are accessed by third parties through illegal or illicit means, or (ii) the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Care Solace at the time, provided Care Solace complies with its obligations in this paragraph.

29. Unauthorized Access. Care Solace will promptly report to School District any unauthorized access to data or information provided by School District upon discovery of such access by Care Solace, and Care Solace will use diligent efforts to promptly remedy any breach of security that

permitted the unauthorized access to occur. In the event that Care Solace was solely responsible for the breach and to the extent that Care Solace has an obligation imposed by law or statute to notify any individuals whose information was provided to Care Solace by School District, Care Solace shall be solely responsible for any and all such notifications at its expense. In the event the School District was solely responsible for the breach, the School District shall reimburse Care Solace for time and expenses incurred to assist School District with any required notifications to affected individuals. In the event that Care Solace and School District are jointly responsible for the breach, the Parties will attempt to reach an informal resolution as to expenses and, if unable to do so, it will be considered a "Dispute" subject to the dispute resolution provisions set forth in paragraphs 42-50, infra.

30. Ownership of Proprietary Rights. Ownership of any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property (hereinafter "Proprietary Rights") embodied in the Branded Site, the Services, and the computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services (hereinafter the "Technology") shall remain exclusively vested in and be the sole and exclusive property of Care Solace and its licensors. In addition School District hereby transfers and assigns to Care Solace any rights School District may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by School District personnel relating to the Branded Site, the Services, or the Technology.

31. Mutual Exchange of Confidential Information. The Parties desire to establish terms governing the use and protection of certain confidential information one Party (hereinafter "Owner") may disclose to the other Party (hereinafter "Recipient"). For purposes of this Agreement, the term "Confidential Information" means (i) the terms and conditions of this Agreement, subject to a valid request under the applicable state's open records act (ii) non-public aspects of the Branded Site and the operation thereof, the Technology, the Services, and Care Solace's business and technical information and data, and (iii) School District's information or other data processed, stored or transmitted by, in or through the Services (hereinafter "School District Data"). In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder and which is disclosed by an Owner or an affiliate to a Recipient in documentary or other tangible form bearing an appropriate label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a label, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of fulfilling the obligations contemplated in this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential

Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a Party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law (e.g., Oklahoma's Open Records Act), provided that such Recipient gives Owner written notice thereof as soon as practicable to allow sufficient time for Owner to object to disclosure of such Confidential Information.

32. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, School District agrees that Care Solace is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another client of Care Solace.

33. Publicity and Branding. School District agrees that Care Solace may (a) publicize School District's name, the fact of the Branded Site, and School District's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

34. Options for Infringement Claims. If any Party is enjoined from using the Technology, or if Care Solace believes that the Technology may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (i) procure the right for School District to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Care Solace shall provide a prorated refund to School District of any and all fees paid in advance for the Initial Term or any Renewal Term by School District for those Services not provided by Care Solace. This Paragraph and the defense and indemnity Paragraph 39, infra, set forth the entire liability of Care Solace to School District for any infringement by the Technology or Services of any intellectual property right of any third party.

#### Representations and Warranties

35. School District represents and warrants that: (a) any information it provides to Care Solace does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; (b) School District has provided parents with the notice required by 34 CFR § 99.7(a)(3)(iii) regarding the criteria used to determine who constitutes a school official and what constitutes a legitimate educational interest; and

(c) the performance of its obligations as set forth in this Agreement and the use of the Services by School District and its Authorized Users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties. In the event of any breach by School District of any of the foregoing representations and warranties set forth in this Paragraph 35, in addition to any other remedies available at law or in equity, Care Solace will have the right to suspend immediately any Services if deemed reasonably necessary by Care Solace to prevent any harm to Care Solace and its business. Care Solace will provide written notice of any breach of the foregoing representations and warranties to School District in accordance with Paragraph 54, infra, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

36. Care Solace represents and warrants that it will comply with all state and federal healthcare referral and anti- kickback statutes, and that it does not have an ownership interest in any of the Treatment Providers to whom it refers Authorized Users. In the event of any breach by Care Solace of the foregoing representations and warranties set forth in this Paragraph 36, School District will provide written notice of the breach to Care Solace in accordance with Paragraph 54, infra, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

37. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. Care Solace hereby disclaims all warranties, express or implied. Care Solace does not warrant that the Services will be uninterrupted or error free or that defects will be corrected. Care Solace does not offer a warranty or make any representation regarding the results or the use of the Services in terms of their correctness, accuracy, reliability, risk of injury to School District's or any Authorized User's computer, network, market, or customer base or commercial advantage.

#### Insurance and Indemnification

38. Insurance. During the term of this Agreement, Care Solace shall obtain and maintain liability insurance with policy limits having minimum coverage of \$2,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance reflecting the minimum coverage limits.

39. Defense and Indemnity. Care Solace or its insurer shall defend and indemnify School District and its officers, agents, employees and volunteers (collectively "School District Parties") against any and all claims, demands, liability, judgments, awards, losses, damages, expenses or costs of any kind or character (hereinafter collectively referred to as "Claims"), to the extent arising out of any act, error, omission, negligence, or willful misconduct of Care Solace or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. Care Solace or its insurer shall have no obligation, however, to defend or indemnify School District Parties from a Claim if it is determined that such Claim was caused by the sole negligence or willful misconduct of School District Parties.

39.1 Additional Insured. Care Solace shall cause School District to be named as an “Additional Insured” under the liability insurance policy obtained and maintained as set forth in Paragraph 38, supra. Notwithstanding School District’s coverage as an Additional Insured, in no event shall Care Solace or its insurer be held liable for School District’s sole negligence or willful misconduct. Under no circumstances is any Additional Insured entitled to any coverage beyond the contractual indemnification provisions in Paragraph 39, supra.

40. A School District seeking defense and/or indemnification hereunder shall promptly notify Care Solace in writing of the Claim in accordance with Paragraph 54, infra, and shall cooperate with Care Solace or its insurer at Care Solace’s or its insurer’s sole cost and expense. Care Solace or its insurer shall control the defense and investigation of the Claim and shall employ counsel of its choice to handle and defend the same, at Care Solace’s or its insurer’s sole cost and expense. The obligations and responsibilities set forth in this Paragraph 40 shall apply only in the event that Care Solace or its insurer agree to provide a defense and/or indemnification.

41. Naming School District as an additional insured does not alter the limitations, obligations and conditions set forth in paragraphs 38-40 and in no circumstances will School District be entitled to coverage beyond the contracted for amount of \$2,000,000 per occurrence contained in Paragraph 38.

#### Dispute Resolution

42. Any and all disputes, controversies, or Claims arising out of or relating to this Agreement or a breach thereof, including without limitation Claims based on contract, tort, or statute (hereinafter a “Dispute”), shall be determined by the parties first using their best efforts to meet and informally resolve the dispute in accord with the terms of this Agreement.

43. An aggrieved Party shall notify the other Party of a Dispute within fifteen (15) days of being made aware of the Dispute; however, no Party may provide notification of a Dispute prior to the termination of the thirty day cure period described in Paragraph 17, supra. Notice shall be provided in accordance with the requirements of Paragraph 54, infra. The date that notice is received by the opposing Party shall hereinafter be referred to as the “Notification Date.”

44. If the Parties are unable to informally resolve the Dispute within thirty (30) days of the Notification Date, the Parties agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of any action in an Oklahoma state or federal court. Mediation must occur within 120 days of the Notification Date. The 120-day deadline may be waived by mutual agreement of the Parties. Mediation shall be conducted according to the following terms:

44.1 Mediation shall be conducted by a single mediator from JAMS, or another mediation service agreed to by the Parties (hereinafter “Mediation Service”).

44.2 The Parties will cooperate with the Mediation Service and one another in selecting a mediator from the Mediation Service's panel of neutrals and in scheduling mediation proceedings. In the event that the Parties are unable to agree upon the selection of a mediator, the Parties shall request that the Mediation Service assign a mediator from its panel of neutrals with experience as a state or federal court judge.

44.3 The Parties agree that they will participate in the mediation in good faith and that they will share equally in the costs of mediation.

46.5. In the event a Dispute involves a third-party beneficiary of this Agreement, the third-party beneficiary shall be excused from compliance with the notice and opportunity to cure requirements of Paragraphs 17 and 43, supra and shall be excused from the mediation required under Paragraph 44, supra. 46.6.

#### Limitation on Damages

47. As a result of any Dispute, no Party shall be liable to the other Party for any indirect, incidental, or consequential damages under any theory, even if the Party allegedly causing such damages has been advised of the possibility of such damages. The Parties waive any right to recover such damages.

48. As a result of any Dispute, in no event shall any Party be liable to the other Party for punitive or exemplary damages, unless specifically provided by statute. The Parties waive any right to recover such damages unless specifically provided by statute.

49. In the event that Care Solace is found liable to School District or any third-party beneficiary as the result of a Dispute, or in the event that School District is found liable to any third-party beneficiary, liability shall not exceed the total general liability insurance amount in Care Solace's certificate of insurance pursuant to this Agreement. In no event shall Care Solace be held liable for the sole negligence of any other Party, including School District.

50. The prevailing Party in any Dispute will be entitled to recover, in addition to costs and any other damages or award, all reasonable attorneys' fees associated with the action, to the extent available under Oklahoma law.

#### Miscellaneous Terms

51. Performance. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and each Party will use its best efforts to ensure that Authorized Users are made aware of the Services and their ability to access the Branded Site.

52. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Oklahoma without giving effect to any choice or conflict of law provision or rule

(whether of Oklahoma or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of Oklahoma.

53. Venue for . Mediation conducted as set forth in Paragraphs 44 - 44.3, supra, shall take place in Cleveland County, OK.

54. Notices. All notices, requests, demands or other communications required by this Agreement between Care Solace and School District shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to School District:

Norman Public Schools  
131 S FLOOD AVE  
Norman, OK 73069-5463  
Attention: Dr. Nicholas Migliorino  
Superintendent  
Email: [nickm@normanps.org](mailto:nickm@normanps.org)

If to Care Solace:

Care Solace, Inc.  
1624 Market St. Ste 226  
PMB 94660  
Denver, CO 80202-1559  
Attention: Peter C. Biberstein  
Email: [peter.biberstein@caresolace.org](mailto:peter.biberstein@caresolace.org)

Any Party may change the address or persons to which notice is to be provided by giving written notice of the change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

55. Third-Party Beneficiaries. The Parties agree that this Agreement is intended to benefit Authorized Users as third-party beneficiaries and that the Parties' mutual intent to confer a benefit upon Authorized Users as third-party beneficiaries of this Agreement is a material part of the Agreement's purpose. The Parties expressly agree that it is their intention by this Agreement that all Claims, as that term is defined in Paragraph 39, supra, brought by third-party beneficiaries including, but not limited to Authorized Users, shall be subject to mediation.

56. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

57. Continuing Obligations. The following obligations shall survive the expiration or termination of this Agreement: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either Party herein; (ii) any covenant granted herein for the purpose of determining

ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of any money due to Care Solace.

58. Force Majeure. Neither Party shall be liable for damages for any delay or failure to perform any obligation imposed by this Agreement if such delay or failure arises out of causes beyond the Party's reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, national or regional emergencies, pandemics, embargoes, Internet disruptions, hacker attacks, any action taken by a governmental authority, or telecommunications failures. A Party whose performance is affected by any of the foregoing shall give written notice to the other Party stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and minimize the effects of such delay. Notwithstanding anything to the contrary contained herein, if either Party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement immediately by providing ten (10) days written notice. Should the application of this Paragraph 58 become the source of a Dispute between the Parties, then either Party may immediately initiate the dispute resolution process outlined in the Mediation Agreement, Paragraphs 44 - 44.3, supra, without first providing notice and an opportunity to cure as set forth in Paragraphs 17 and 43, supra. Any written notice under this Paragraph 58 must comply with the written notice requirements of Paragraph 54, supra.

59. Modification of Agreement. Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party with authority to bind the Party. Any amendment or modification must comply with the notice requirements of Paragraph 54, supra.

60. Assignment. Care Solace will not assign or otherwise transfer its obligations under this Agreement without the written consent of School District.

61. Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

62. Titles/Headings. Titles and Headings are utilized in this Agreement for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

63. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

64. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

65. Authority to Execute Agreement. Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Care Solace, Inc. ("Care Solace")  
Printed Full Name: Stephanie Bergstrom  
Title: SVP of Finance and Accounting

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

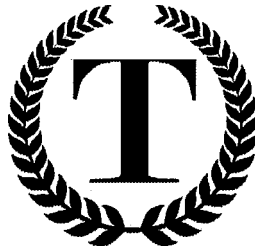
Norman Public Schools ("School District")

Printed Full Name: \_\_\_\_\_ Dirk O'Hara \_\_\_\_\_  
Title: \_\_President, Board of Education \_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Accounts Payable Information:

School District Dept: \_\_\_\_\_  
Accounts Payable contact:  
Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_



Wednesday, December 6, 2023

Mr. Tryggestad-

This proposal outlines our understanding on consulting and training we will provide the staff and students of Dimensions, in and through Norman Public Schools. If you have any questions or concerns you would like to discuss further, please let me know.

**Engagement:**

The Triumph Team LLC will provide consulting and facilitation services for Dimensions Academy. The engagement will run from January 1, 2024 – June 30<sup>th</sup>, 2024. The engagement will include the following:

- Career Assessments for students
- Five, 45-minute student debrief sessions
- Two staff 90-minute staff development sessions using the 5 Voices of Leadership framework.

Other engagements and service are outside the scope of this agreement.

**Desired Outcomes:**

Using the career assessment with students provides multiple benefits for students and staff:

- Increased self-awareness regarding working style, learning style, risk tolerance and even leisure activities.
- Increased awareness about the labor market
- Increased student motivation for a career after high school
- Prompt self-reflection
- Act as a jumping-off point for teachers and counselors to guide students through graduation.
- Provide guidance and pathways for student success through and after high school.

**Investment:**

The investment for this engagement is as follows:

Career Assessment	\$25/student *Maximum 180 students	\$4,500
Career Assessment Student Debriefs	\$750/session *Maximum five 45-minute sessions	\$3,750
Staff Development Session	\$1000/session *Maximum 2 90-minute sessions	\$2,000
<b>TOTAL</b>		<b>\$10,250</b>

**Your Responsibilities:**

You agree to the following:

1. The engagement is important to you. Your staff is committed to achieving the goals outlined above.
2. You and your staff will attend the sessions on time.
3. If you need to reschedule a session, you will do so with at least 48 hours' notice.
4. During sessions, the team members will be present, with no external distractions (cell phones, other people, emailing, etc.)
5. The team will complete any assignments that they agree to do, on time.
6. The team will be open and honest during the sessions, which includes giving advice to Triumph Team about how they can get more value from this engagement.
7. All sessions will be scheduled during mutually agreed upon times between Norman Public Schools and The Triumph Team LLC.

I am excited to work with your students and team.

Rennie R. Cook, M.Ed.  
Principal, The Triumph Team, LLC

Your signature below indicates acceptance of the above terms.

The above terms are agreed to on this date \_\_\_\_\_by:

\_\_\_\_\_

Client Name and Signature

\_\_\_\_\_

Triumph Team LLC Representative Name and Signature



# AIA<sup>®</sup> Document A201<sup>®</sup> – 2017

## General Conditions of the Contract for Construction

**for the following PROJECT:**

*(Name and location or address)*

FFA Animal Barn

**THE OWNER:**

*(Name, legal status and address)*

Norman Public Schools  
131 S Flood Ave  
Norman, OK 73069

**THE ARCHITECT:**

*(Name, legal status and address)*

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

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

**ADDITIONS AND DELETIONS:**

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

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

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

Init.

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

Init.

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

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

#### **§ 1.1.8 Initial Decision Maker**

*[Intentionally Omitted]*

### **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as

binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

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

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

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

### § 1.6 Notice

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

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

### § 1.7 Digital Data Use and Transmission

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

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees. Any agreement to such protocols shall be included in the Contract Documents as "BIM Addendum," or other agreed designation. The Owner shall exercise commercially reasonable efforts, to the extent the design professionals agree, to cause an identical version of the BIM Addendum, if any, to be appended or incorporated into all written agreements between the Owner and any design professional performing obligations to be modeled.

### § 1.9 Order of Precedence

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

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

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

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

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

## ARTICLE 2 OWNER

### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. 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 upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence satisfactory to Contractor that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence satisfactory to Contractor that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially

changes the Contract Sum. If the Owner fails to provide such evidence within fourteen (14) days of the Contractor's request, the Contract 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.

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

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

### § 2.3 Information and Services Required of the Owner

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

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

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

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

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness and, in any event, within fourteen (14) days of Contractor's request, so as not to delay or hinder the progress of the Work. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with fourteen (14) days after receiving the Contractor's written request for such information or services.

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

### § 2.4 Owner's Right to Stop the Work

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

to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### **§ 2.5 Owner's Right to Carry Out the Work**

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

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 General**

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

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

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

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

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

### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

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

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

known to 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.

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

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

### **§ 3.3 Supervision and Construction Procedures**

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

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

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

### **§ 3.4 Labor and Materials**

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

**§ 3.4.2** 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 other written approval.

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

### § 3.5 Warranty

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

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

### § 3.6 Taxes

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

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

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall, upon discovery, notify the Architect in writing, and necessary changes shall be accomplished by appropriate Modifications. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 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, if possible, and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, shall be entitled to equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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

adjustments in the Contract Sum and Contract Time arising from the existence or good faith belief of such existence of such remains or features may be made as provided in Article 15.

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ 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. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

*(Paragraph deleted)*

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall inform 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 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 has made reasonable and timely objection. The Contractor shall not change the superintendent without informing the Owner.

### § 3.10 Contractor's Construction and Submittal Schedules

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

Init.

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

**§ 3.11 Documents and Samples at the Site**

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

**§ 3.12 Shop Drawings, Product Data and Samples**

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

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

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

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

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

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed 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. The Contractor, in making this representation, is relying on the Architect to have fully coordinated the design drawings.

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon 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 Contract Documents.

### § 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 resulting from Contractor's Work.

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

### § 3.16 Access to Work

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

### § 3.17 Royalties, Patents and Copyrights

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

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents, representatives, officers, 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. 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 obligations of the Contractor shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them, including but not limited to any liability arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants and agents and employees of any of them.

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

§ 4.1.2 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 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 and Contractor (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### § 4.2.4 Communications

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary 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 with such reasonable promptness as to cause no unreasonable delay in the Work or in the activities of the Owner, Contractor or separate contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives and may 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 in writing of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests

will be made in writing within any time limits agreed upon or otherwise with reasonable promptness; however, delivery of such interpretation shall not be extended to cause the Contractor unreasonable delay in the Work.

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If, in the reasonable opinion of the Contractor, the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time may be allowed for such change if the Contractor did not act 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 agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract

Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner. 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. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### **§ 5.4 Contingent Assignment of Subcontracts**

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

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

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

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

**§ 5.4.3** Upon 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. To the extent the Owner chooses to perform construction or operations related to the Project, or to award separate contracts in connection with other portions of the Project or other construction or operations on the site, the Owner shall be required to secure a separate permit for that Work, if required by the authority having jurisdiction. Regardless, the Owner shall ensure that the Contractor is listed as an additional insured on the Separate Contractor's general liability and excess liability policy. Further, the Owner agrees to defend, indemnify and hold harmless the Contractor from any claims made against the Contractor resulting from damage to property (other than the Work) or injury to, or death of, persons in or about the Project caused by, arising out of or in connection with the construction, services, labor, materials, and equipment which have been performed, provided or supplied to the Project by the Owner or its Separate Contractor. If the Contractor claims that delay or additional cost is involved because of performance of construction or operations of Separate Contractors, of such action by the Owner or its Separate Contractors, the Contractor shall make such Claim as provided in Article 15.

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

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any

revisions to its construction schedule deemed necessary after a joint review and mutual agreement and shall be granted any reasonably necessary extensions to the deadline for Substantial Completion necessitated by revisions to the Contractor's construction schedule caused by other work. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

### § 6.2 Mutual Responsibility

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

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

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

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

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

### § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

## § 7.2 Change Orders

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

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

## § 7.3 Construction Change Directives

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

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

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

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

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, 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 and approved by the Owner. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. Notwithstanding, in the event the Architect has issued multiple Additional Supplementary Instructions that, in the aggregate, result in the changes justifying an adjustment in Contract Sum or extension of the Contract Time, Contractor shall be entitled to submit a request to be considered for an equitable adjustment.

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

§ 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. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 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 use commercially reasonable efforts to achieve Substantial Completion within the Contract Time.

#### § 8.3 Delays and Extensions of Time

§ 8.3.1 Except to the extent that such events are within the Contractor's reasonable control, if the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor shortages and/or

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

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

### § 9.2 Schedule of Values

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

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner requires, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, 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. This provision does not prohibit Contractor from withholding payments to Subcontractors or suppliers pursuant to a provision or its agreements with such Subcontractors and suppliers providing for such withholding.

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

title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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

#### **§ 9.4 Certificates for Payment**

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

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

#### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner and notify the Contractor in writing of the particular reasons why such representations to the Owner cannot be made as to the remaining amount. The Architect may also withhold a Certificate for Payment 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, provided such claims are not due to Owner's failure to pay Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors in accordance with the terms of the applicable subcontracts, or for properly performed/delivered, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

However, in no event shall the Architect refuse to certify or shall the Owner withhold payment of an amount greater than one hundred twenty five percent (125%) of that which is certainly sufficient to pay the direct expenses the Owner reasonably expects to incur to correct any of the above reasons set forth by the Architect for withholding certification.

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

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

*(Paragraph deleted)*

§ 9.5.4 If the Architect properly withholds certification for payment under Section 9.5.1.3, the Owner may at its sole option after providing ten (10) days' prior written notice to Contractor, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to properly make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Contractor agrees to reflect such payment on its next Application for Payment.

### § 9.6 Progress Payments

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

§ 9.6.2 The Contractor shall pay each Subcontractor no later than ten 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 fourteen days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

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

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

## § 9.7 Failure of Payment

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

§ 9.7.1 Upon execution of the Agreement, Contractor shall provide Owner with written payment instructions and all necessary forms required by Owner to effectuate payments to Contractor by wire transfer (the "Payment Information"). Contractor shall submit the initial Payment information to Owner by certified mail or hand delivery only. If Owner receives a request to change such Payment Information, Owner agrees that it will not modify or make change to this Payment Information without oral communication, followed by written confirmation, from Contractor.

## § 9.8 Substantial Completion

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

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

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

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

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

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any,

the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### **§ 9.9 Partial Occupancy or Use**

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

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

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

### **§ 9.10 Final Completion and Final Payment**

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

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

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

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

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

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

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

### § 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site 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 and its Subcontractors shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

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

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

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

**§ 10.2.8 Injury or Damage to Person or Property**

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

**§ 10.3 Hazardous Materials and Substances**

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. 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 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 that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

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

#### § 10.4 Emergencies

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

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 Contractor's Insurance and Bonds

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

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

§ 11.1.3 Upon the request of any person or entity 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.

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

#### § 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 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. The cost of the Contractor-procured property insurance shall be charged to the Owner by a Change Order. When the failure to provide coverage has been cured or resolved by the Contractor or by the Owner, the Contract Sum and Contract Time shall be equitably adjusted. If the Owner does not provide written notice to the Contractor of the Owner's failure to procure the

required property insurance with all of the coverages and in the amounts described in the Contract Documents, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain such insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto. In the event the Owner fails to procure coverage the required property insurance with all of the coverages and in the amounts described in the Contract Documents, 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 with respect to damage to the Work, furnishings, fixtures, equipment, and materials intended to be incorporated into the permanent structure, and damages stemming therefrom..

**§ 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 written 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 and paid for 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. This waiver of subrogation does not apply to rights or claims that Contractor has or may have against its own subcontractors, sub-subcontractors, agents, or employees.

**§ 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, the inability to conduct normal operations, or delay in completion due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Subcontractors, Sub-subcontractors, Separate Contractors, and Architect and Architect's consultants for loss of use of the Owner's property, the inability to conduct normal operations, or delay in completion, due to fire or other hazards however caused.

### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and

Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's written 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 or contains an acceptable minor change in the Work, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate to compensate Contractor for its actual costs of uncovering and replacing the Work, plus reasonable overhead and profit. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### § 12.2 Correction of Work

#### § 12.2.1 Before Substantial Completion

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

#### § 12.2.2 After Substantial Completion

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

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

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

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

§ 12.2.5 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 may be reduced as appropriate and equitable. Such adjustment shall not be effected if 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 Federal Arbitration Act 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. Contractor shall not be obligated to perform pursuant to the assignment unless or until Owner or Lender has paid Contractor for Work performed prior to the effective date of the assignment.

### § 13.3 Rights and Remedies

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

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

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such

procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require, and Contractor may rely and act upon such test results, inspection reports, and approvals procured by the Owner.

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

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

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

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

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

### § 13.5 Interest

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

### § 13.6 Severability

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

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

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work,

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

## § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers, provided such nonpayment is not due to the Owner's failure to pay Contractor for Work performed;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, fourteen days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

## § 14.3 Suspension by the Owner for Convenience

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

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

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

**§ 14.4 Termination by the Owner for Convenience**

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

**§ 14.4.2** Upon receipt of 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, materials procured, fabricated, partially fabricated or otherwise purchased for the project whether delivered or not yet delivered to the site and costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and along with reasonable overhead and profit on the Work executed.

**ARTICLE 15 CLAIMS AND DISPUTES**

**§ 15.1 Claims**

**§ 15.1.1 Definition**

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

**§ 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, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

**§ 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 written notice to the other party, with a copy sent to the Architect.

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

**§ 15.1.4 Continuing Contract Performance**

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

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with Article 15. The Architect will issue Certificates for Payment pursuant to the agreement of the parties unless the parties are unable to reach an agreement, in which case the procedures set in Articles 15.3 and 15.4 shall apply.

**§ 15.1.5 Claims for Additional Cost**

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

**§ 15.1.5.1** Where the price of labor, material, equipment or energy necessary to perform the Work increases significantly during the term of the Contract, through no fault of the Contractor, the Contract Sum shall be equitably adjusted by Change Order as provided in Section 7 of the General Conditions of the Contract. A significant price increase means a change in price occurring during the period of time between the date of Contract execution to the date of Substantial Completion by an amount exceeding ten percent (10%). Such price increases shall be documented by available vendor quotes, estimates, invoices, catalogs, receipts or other documentation, and shall be documented as to Contractor's efforts to obtain competitive pricing for such materials. Further, if material or equipment required by the Contract Documents are not available due to shortage or unavailability or if the price to procure such material or equipment increases as set forth in this Section, then an acceptable substitute may be found, subject to prior approval of the Architect, and an adjustment in the Contract Sum shall be made accordingly.

**§ 15.1.6 Claims for Additional Time**

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

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

**§ 15.1.7 Waiver of Claims for Consequential Damages**

Neither Contractor nor Owner shall be liable to the other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), or strict liability. 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.

**§ 15.2 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 mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.7** If, after an initial decision, the Parties cannot reach resolution on a Claim or matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith, face-to-face direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of the first discussions. If the Parties' representatives are not able to resolve such matter within five (5) business Days of the date of first discussion, the Parties' representative shall immediately inform senior executives of the Parties in writing that resolution was not achieved. Upon receipt of such notice, senior executives of the Parties shall meet within five (5) business days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein. Mediation shall be subject to direct discussions under this Section 15.2. as a condition precedent to binding dispute resolution.

*(Paragraphs deleted)*

**§ 15.2.8** All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

### **§ 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** If the parties' good faith direct discussions are unsuccessful in resolving any Claims, 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, unless otherwise agreed by the parties, 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.

*(Paragraph deleted)*

**§ 15.3.3** *[Intentionally Omitted]*

**§ 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 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The parties may agree in writing to use an alternative organization and its rules. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In no event shall the arbitrators be empowered to assess punitive damages, and any punitive damages assessed as part of an award shall not be enforceable under the Agreement.

§ 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.

§ 15.4.3.1 The Parties expressly agree that the Arbitration Rules are modified so that those cases falling under the regular track will result in an award no more than six (6) months from the date of the confirmation of appointment of the arbitrators. In all cases in which less than \$1,000,000 in total is at issue, there shall be a sole arbitrator and the Parties shall each have three preemptory strikes in selection of the arbitrator, plus all strikes for cause that can be justified. In all cases in which \$1,000,000 or more in total is at issue, there shall be three arbitrators and the Parties shall each have five preemptory strikes plus all strikes for cause that can be justified. The place of mediation and arbitration shall be the county and state in which the Work is performed. The Parties understand and agree that the arbitration award shall be binding upon, and shall include, any and all agents, employees, successors, and assigns of either party to this Contract. Neither party in any dispute arising out of or relating to the Agreement or its breach shall be entitled to recover from the other party attorney's fees, costs (including but not limited to expert witness fees) or expenses incurred in connection with such dispute or breach.

## § 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 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.


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

Init.

**§ 16.1 Investigation, Analysis, and Testing**

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

Accepted as of the last date entered below:

<hr/> <p><b>OWNER</b> <i>(Signature)</i></p> <p>_____</p> <p><i>(Printed name and title)</i></p> <hr/> <p><b>Dated</b></p>	<p style="text-align: center;"></p> <hr/> <p><b>CONTRACTOR</b> <i>(Signature)</i></p> <p style="text-align: center;"><i>Justin R. Woolverton EVP of Operations</i></p> <p><i>(Printed name and title)</i></p> <hr/> <p style="text-align: center;"><i>12/5/2023</i></p> <hr/> <p><b>Dated</b></p>
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NabModel Version 09.06.2023

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

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

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## **PAGE 1**

FFA Animal Barn

...

Norman Public Schools  
131 S Flood Ave  
Norman, OK 73069

...

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

## **PAGE 2**

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

### **PAGE 3**

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

...

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

### **PAGE 9**

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

### **PAGE 10**

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

Owner or Contractor in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

...

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

...

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

...

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

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

...

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

...

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

PAGE 12

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

reasonable efforts, to the extent the design professionals agree, to cause an identical version of the BIM Addendum, if any, to be appended or incorporated into all written agreements between the Owner and any design professional performing obligations to be modeled.

## **ARTICLE 2 — OWNER**

### **§ 1.9 Order of Precedence**

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

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

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

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

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

## **ARTICLE 2 OWNER**

...

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

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence satisfactory to Contractor that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract ~~only~~ if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or ~~(3) a~~ (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, ~~as required,~~ evidence within fourteen (14) days of the Contractor's request, the Contractor ~~Contract~~ 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, start up,~~ plus interest as provided in the Contract Documents.

**PAGE 13**

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

provide for increase.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with ~~reasonable promptness~~, promptness and, in any event, within fourteen (14) days of Contractor's request, so as not to delay or hinder the progress of the Work. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with ~~reasonable promptness~~ fourteen (14) days after receiving the Contractor's written request for such information or services.

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

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If 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 written 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.

...

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

...

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

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

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

...

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

PAGE 15

§ 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~~

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

...

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

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

...

§ 3.4.2 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.~~ other written approval.

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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 type required or permitted by the Contract Documents. Work, materials or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused ~~by~~ by construction by the Owner and by Separate Contractors,

abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

...

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

...

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

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

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall, upon discovery, notify the Architect in writing, and necessary changes shall be accomplished by appropriate Modifications. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

...

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~~nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are ~~disturbed~~disturbed, if possible, and in no event later than ~~14-21~~ days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, ~~will recommend that an equitable adjustment be made~~ shall be entitled to equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and ~~Contractor, Contractor in writing,~~ stating the reasons. If either party disputes the Architect's determination or recommendation, that party may ~~submit a Claim~~proceed as provided in Article 15.

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

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

...

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

...

**§ 3.9.1** The Contractor shall employ 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. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

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

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall inform 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 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.~~ informing the Owner.

...

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

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

...

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

delivered to the Owner and to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

...

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

...

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval ~~thereof~~.thereof.

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§ 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~~.  
Contract Documents.

...

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

...

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

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

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

...

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

...

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

...

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the ~~Work~~ 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 and Contractor (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge ~~of~~ of and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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

component.

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

...

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

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

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

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

...

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

...

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. ~~If, in the reasonable opinion of the Contractor,~~ the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time ~~shall~~ may be allowed for such change ~~unless if~~ the Contractor ~~has acted~~ did not act promptly and responsively in submitting names as required.

...

By appropriate ~~written agreement, agreement, written where legally required for validity,~~ the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's ~~Work-Work,~~ that the Contractor, by these Contract Documents, assumes toward the ~~Owner and Architect, Owner.~~ 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, Owner~~ Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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

...

§ 5.4.3 Upon assignment to the Owner under this ~~Section 5.4, 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.

...

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

...

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

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

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

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

...

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

...

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

...

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

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

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

**ARTICLE 8 — TIME**

**ARTICLE 8 TIME**

...

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

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

...

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

...

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

**PAGE 27**

§ 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, requires,~~ such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

...

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

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

shall include the costs of applicable insurance, ~~storage, storage~~ and transportation to the ~~site, site~~ for such materials and equipment stored off the site.

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§ 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. Owner and notify the Contractor in writing of the particular reasons why such~~ representations to the Owner cannot be made as to the remaining amount. The Architect may also withhold a Certificate for Payment 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

...

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

...

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

However, in no event shall the Architect refuse to certify or shall the Owner withhold payment of an amount greater than one hundred twenty five percent (125%) of that which is certainly sufficient to pay the direct expenses the Owner reasonably expects to incur to correct any of the above reasons set forth by the Architect for withholding certification.

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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 to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.~~

§ 9.5.4 If the Architect properly withholds certification for payment under Section 9.5.1.3, the Owner may at its sole option after providing ten (10) days' prior written notice to Contractor, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to properly make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Contractor agrees to reflect such payment on its next Application for Payment.

...

§ 9.6.2 The Contractor shall pay each ~~Subcontractor, Subcontractor~~ no later than ~~seven~~ ten 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.

...

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

**PAGE 30**

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

**§ 9.7.1** Upon execution of the Agreement, Contractor shall provide Owner with written payment instructions and all necessary forms required by Owner to effectuate payments to Contractor by wire transfer (the "Payment Information"). Contractor shall submit the initial Payment information to Owner by certified mail or hand delivery only. If Owner receives a request to change such Payment Information, Owner agrees that it will not modify or make change to this Payment Information without oral communication, followed by written confirmation, from Contractor.

...

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

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

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

...

**§ 9.8.4** 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, property insurance, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Unless otherwise agreed in writing, the Owner shall become responsible for property insurance, and for payment of all utilities associated with the Work upon Substantial Completion.

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**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance,

heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld, withheld, provided if Contractor is delayed at any time in the progress or completion of the Work, or if Contractor's work is made more costly, by any cause or condition arising directly or indirectly from such partial occupancy or use, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs, plus reasonable overhead and profit thereon. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. At the time Owner takes partial occupancy or use, the Owner shall reduce retainage proportionately.

...

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

...

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

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

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

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

...

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

...

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

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

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

...

§ 10.3.3 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~~ property, (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

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

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable ~~by a government agency~~ for the reasonable cost of remediation of a hazardous material or substance solely by reason of performing Work as

required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

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

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

...

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. The cost of the Contractor-procured property insurance shall be charged to the Owner by a Change Order. When the failure to provide coverage has been cured or ~~resolved, resolved by the Contractor or by the Owner,~~ the Contract Sum and Contract Time shall be equitably adjusted. If the Owner does not provide written notice to the Contractor of the Owner's failure to procure the required property insurance with all of the coverages and in the amounts described in the Contract Documents, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain such insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto. In the event the Owner fails to procure ~~coverage, coverage the required property insurance with all of the coverages and in the amounts described in the Contract Documents,~~ 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.~~ Owner with respect to damage to the Work, furnishings, fixtures, equipment, and materials intended to be incorporated into the permanent structure, and damages stemming therefrom.

**§ 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 written 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.

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**§ 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 and paid for 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. This waiver of subrogation does not apply to rights or claims that Contractor has or may have against its own subcontractors, sub-subcontractors, agents, or employees.

...

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

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

...

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

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

...

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

...

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of

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

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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 prior to Substantial Completion that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this ~~Section 12.2~~ 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~~ 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.

...

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~~ may be reduced as appropriate and equitable. Such adjustment shall not be effected ~~whether or not~~ if final payment has been made.

...

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, ~~assigns,~~ assigns and legal representatives to covenants, ~~agreements,~~ agreements and obligations contained in the Contract Documents. Except as provided in ~~Section 13.2.2,~~ 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. Contractor shall not be obligated to perform pursuant to the assignment unless or until Owner or Lender has paid Contractor for Work performed prior to the effective date of the assignment.

...

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

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**§ 13.6 Severability**

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

...

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

...

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

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

...

- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or ~~suppliers;~~ Suppliers, provided such nonpayment is not due to the Owner's failure to pay Contractor for Work performed;

...

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, ~~seven~~ fourteen days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

...

construction equipment and machinery thereon owned by the ~~Contractor;~~ Owner;

...

- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the ~~Contractor;~~ Contractor or its surety, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the ~~Work.~~ Work along with all supporting documentation.

...

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

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

...

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly ~~executed; executed, materials procured, fabricated, partially fabricated or otherwise purchased for the project whether delivered or not yet delivered to the site and costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement and along with reasonable overhead and profit on the Work executed.~~

...

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; however,~~ the Owner shall send advance written notice to the Contractor before imposing any liquidated damages.

...

§ 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 written notice to the other party and to the Initial Decision Maker party, with a copy sent to the Architect, ~~if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.~~ Architect.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by ~~notice to the other party. In such event, no decision by the Initial Decision Maker is required.~~ written notice to the other party.

...

§ 15.1.4.2 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 pursuant to the agreement of the parties unless the parties are unable to reach an agreement, in which case the procedures set in Articles 15.3 and 15.4 shall apply.~~

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§ 15.1.5.1 Where the price of labor, material, equipment or energy necessary to perform the Work increases significantly during the term of the Contract, through no fault of the Contractor, the Contract Sum shall be equitably adjusted by Change Order as provided in Section 7 of the General Conditions of the Contract. A significant price increase means a change in price occurring during the period of time between the date of Contract execution to the date of Substantial Completion by an amount exceeding ten percent (10%). Such price increases shall be documented by available vendor quotes, estimates, invoices, catalogs, receipts or other documentation, and shall be documented as to Contractor's efforts to obtain competitive pricing for such materials. Further, if material or equipment required by the

Contract Documents are not available due to shortage or unavailability or if the price to procure such material or equipment increases as set forth in this Section, then an acceptable substitute may be found, subject to prior approval of the Architect, and an adjustment in the Contract Sum shall be made accordingly.

...

~~The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. Neither Contractor nor Owner shall be liable to the other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), or strict liability. This mutual waiver includes~~

...

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~~ 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 mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2 Initial Decision.** If, after an initial decision, the Parties cannot reach resolution on a Claim or matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith, face-to-face direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of the first discussions. If the Parties' representatives are not able to resolve such matter within five (5) business Days of the date of first discussion, the Parties' representative shall immediately inform senior executives of the Parties in writing that resolution was not achieved. Upon receipt of such notice, senior executives of the Parties shall meet within five (5) business days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein. Mediation shall be subject to direct discussions under this Section 15.2, as a condition precedent to binding dispute resolution.

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

~~§ 15.2.8~~ If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.2.8 All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

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~~§ 15.3.2~~ The-If the parties' good faith direct discussions are unsuccessful in resolving any Claims, 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-Association, unless otherwise agreed by the parties, 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, Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~§ 15.3.3~~ Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.3 [Intentionally Omitted]

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§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The parties may agree in writing to use an alternative organization and its rules. 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.

...

§ 15.4.2 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. In no event shall the arbitrators be empowered to assess punitive damages, and any punitive damages assessed as part of an award shall not be enforceable under the Agreement.

...

§ 15.4.3.1 The Parties expressly agree that the Arbitration Rules are modified so that those cases falling under the regular track will result in an award no more than six (6) months from the date of the confirmation of appointment of the arbitrators. In all cases in which less than \$1,000,000 in total is at issue, there shall be a sole arbitrator and the Parties shall each have three preemptory strikes in selection of the arbitrator, plus all strikes for cause that can be justified. In all cases in which \$1,000,000 or more in total is at issue, there shall be three arbitrators and the Parties

shall each have five preemptory strikes plus all strikes for cause that can be justified. The place of mediation and arbitration shall be the county and state in which the Work is performed. The Parties understand and agree that the arbitration award shall be binding upon, and shall include, any and all agents, employees, successors, and assigns of either party to this Contract. Neither party in any dispute arising out of or relating to the Agreement or its breach shall be entitled to recover from the other party attorney's fees, costs (including but not limited to expert witness fees) or expenses incurred in connection with such dispute or breach.

...

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

**§ 16.1 Investigation, Analysis, and Testing**

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

Accepted as of the last date entered below:

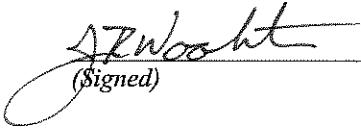
<hr/> <p><b><u>OWNER (Signature)</u></b></p> <p><i>[Redacted Signature]</i></p> <hr/> <p><b><u>(Printed name and title)</u></b></p> <p><i>[Redacted Name and Title]</i></p> <hr/> <p><b><u>Dated</u></b></p>	<hr/> <p><b><u>CONTRACTOR (Signature)</u></b></p> <p><i>[Handwritten Signature]</i></p> <hr/> <p><b><u>Justin R Woolverton EVP of Operations</u></b></p> <p><b><u>(Printed name and title)</u></b></p> <hr/> <p><b><u>12/5/2023</u></b></p> <hr/> <p><b><u>Dated</u></b></p>
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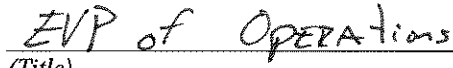
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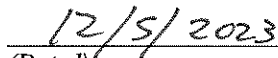
## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Justin Woolverton, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:11:33 ET on 12/05/2023 under Order No. 2114446684 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)

  
(Title)

  
(Dated)

# 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 5<sup>th</sup> day of December in the year 2023  
(In words, indicate day, month, and year.)

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

Norman Public Schools  
131 S Flood Ave  
Norman, OK 73069

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

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

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

FFA Animal Barn

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

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

The Owner and Construction Manager agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

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

**TABLE OF ARTICLES**

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

- EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
- EXHIBIT B INSURANCE AND BONDS

**ARTICLE 1 INITIAL INFORMATION**

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

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

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

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

TBD

§ 1.1.2 The Project's physical characteristics:

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

TBD

§ 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.)*

TBD

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

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 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.)

TBD

§ 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.)

NA

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

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

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

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

Init.

§ 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.)

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

Eric Schiess, Project Executive  
Nabholz  
6400 S Superior Ave  
Oklahoma City, OK 73149  
[Eric.Schiess@Nabholz.com](mailto:Eric.Schiess@Nabholz.com)  
405-227-0665

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

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

Per Title 61

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

Init.

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User Notes:

(963605326)

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

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

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

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

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

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

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

### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests and the Construction Manager's Standard of Care. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. Nothing herein shall negate Construction Manager's right to equitable adjustments in the Contract Time or Contract Sum in accordance with the Contract Documents.

## § 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction (as amended), shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law; Article 15, Claims and Disputes. The term "Contractor" as used in A201-2017 (as amended) shall mean the Construction Manager.

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

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

### § 3.1 Preconstruction Phase

#### § 3.1.1 Extent of Responsibility

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

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

#### § 3.1.3 Consultation

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

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

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

#### § 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: completion of various elements of the Architect's work, submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required

Init.

of each Subcontractor (or appropriate breakdown of the Work); ordering and delivery of products, including those that must be ordered in advance of construction (if such products are known by or communicated to the Construction Manager) and the occupancy requirements of the Owner.

#### **§ 3.1.5 Phased Construction**

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

#### **§ 3.1.6 Cost Estimates**

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

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

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

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

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

**§ 3.1.9** [Intentionally Omitted]

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

#### **§ 3.1.11 Subcontractors and Suppliers**

**§ 3.1.11.1** [Intentionally Omitted]

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

**§ 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**

[Intentionally Omitted]

#### **§ 3.1.13 Compliance with Laws**

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

### § 3.1.14 Other Preconstruction Services

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

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

### § 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 When the Drawings and Specifications have been completed, the Construction Manager will solicit trade contractors for competitive bids in relevant trade categories. Upon completion of the bidding cycle, the Construction Manager shall propose a Guaranteed Maximum Price ("GMP"), which shall be the sum of the estimated cost of work, including contingencies described in Section 3.2.4 and the Construction Manager's Fee as described in Section 6.1.2, and General Conditions.

§ 3.2.2 The Owner and Construction Manager acknowledge that the Construction Manager will/has developed the Guaranteed Maximum Price based upon completed Contract Documents.

In the event that the Owner and Construction Manager agree that the Construction Manager will develop a Guaranteed Maximum Price before the completion of the Contract Documents, in that such Drawings and Specifications do not contain all details and requirements of the Work, the Guaranteed Maximum Price will be based on certain assumptions by the Construction Manager. To the extent that the Contract Documents are anticipated to require further development, the Construction Manager will include an allowance to be identified in the GMP Amendment for 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, or any condition which was not reasonably anticipated by the Construction Manager's assumptions regarding the completion of the design, all of which, if required shall be incorporated by Change Order for additional cost and/or time as required. If the Contract Documents or final Drawings and Specifications require performance of the Work in any manner different from such assumptions, or contain changes in the scope of the Work to be performed by the Construction Manager, the Construction Manager shall as soon as practicable notify the Owner thereof and of the Construction Manager's estimate of the resulting increase or decrease in the Guaranteed Maximum Price. At such time as the Owner and the Construction Manager have agreed upon the effect of such difference and/or changes in the scope of the Work, a Change Order shall be issued substituting the finished Contract Documents for those described in this Agreement and the Guaranteed Maximum Price and Contract Time shall be adjusted as agreed by the parties. .

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

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.
- .6 The Date of Commencement of the Work shall be within ten (10) days of receipt of 1) Owner's Notice to Proceed, 2) the issuance of all applicable permits, and 3) Proof of adequate financing for the Work by the Owner and/or Owner's lender (in a form suitable to the Construction Manager shall include its), whichever is later.

§ 3.2.4 The GMP shall contain a mutually agreeable and separately identified contingency (the "Construction Contingency") for the sole use by the Construction Manager. The Construction Contingency is not allocated to any particular item of the cost of the Work and is established for the Cost of the Work incurred by the Construction Manager, including mitigation of weather impact, losses, expenses or damages not covered by insurance or bonds, low estimates or

deviations from the estimated cost and overly aggressive scheduling, supply chain delays or shortage of properly skilled workforce. It is understood by the Parties that this contingency is not to be allocated to costs due to errors and omissions in the Contract Documents or to remedy, correct or resolve any inconsistencies, ambiguities, errors or omissions contained within the Architect's work product on which the Construction Manager's Guaranteed Maximum Price was based.

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

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. 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 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, with the exception of reimbursable costs associated with Preconstruction Services, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents, provided the Architect clouds all changes to the Drawings and Specifications on which the Guaranteed Maximum Price was based.

§ 3.2.9 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 at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.2.10 The GMP will be calculated based on current prices for component building materials. Contractor will use commercially reasonable diligence with respect to the selection and management of material suppliers and supply chains in an effort to minimize the risk of price increases or schedule disruptions; however, due to volatile market conditions, Contractor cannot warrant material prices or the timely performance of material suppliers. Should there be a significant price increase in the prices of the specified materials that are purchased after execution of the GMP Amendment, the Owner agrees that the GMP will be adjusted. A significant price increase means a change in price from the date of establishment of the GMP to the date of purchasing the materials by an amount exceeding five percent (5%). Such price increases shall be documented by available vendor quotes, estimates, invoices, catalogs, receipts or other documentation.

### § 3.3 Construction Phase

#### § 3.3.1 General

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

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

### § 3.3.2 Administration

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

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

### § 3.3.2.3 Monthly Report

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

### § 3.3.2.4 Daily Logs

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

### § 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

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

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

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

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

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

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements

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and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents in a timely manner so as not to delay the Project schedule. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

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

#### § 4.2 Owner's Designated Representative

The Owner shall 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. The Owner's representative shall render decisions promptly and furnish information expeditiously, to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017 (as amended), the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

#### § 4.3 Architect

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

### ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

#### § 5.1 Compensation

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

*(Paragraph deleted)*

The fee for preconstruction services shall be a lump sum of  Ten Thousand  Dollars (\$10,000.00 ). Any miscellaneous costs associated with the delivery of preconstruction services (printing, advertising, travel, etc.) shall be invoiced at direct cost of the item without mark-up or profit for the Construction Manager. Preconstruction Services will be invoiced on a pro-rata monthly basis for the term of the preconstruction services as identified in Article 5.1.2.

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

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

Compensation for Preconstruction Phase Services shall be equitably adjusted if such services extend beyond (  NA  ) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified. If preconstruction services extend past the time frame identified, the following rates shall apply and will be billed on a timecard basis for those individuals working on this project:

Individual or Position	Rate
Preconstruction Manager	\$95.00/hr
Chief Estimator	\$75.00/hr

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

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

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

§ 5.1.3 [Intentionally Omitted]

## § 5.2 Payments

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

§ 5.2.2 Payments are due and payable

*(Paragraphs deleted)*

within 30 days of presentation of the Construction Manager's invoice without retainage. Payments due and unpaid shall bear interest from the date payment is due at the maximum rate allowed by applicable law.

## 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.)*

Three and one quarter percent of total cost of work (3.25%)

§ 6.1.3 A lump sum equal to \_\_\_\_\_ 3.25 \_\_\_\_\_ % of the Cost of the Work. The Construction Manager's Fee shall be adjusted for changes in the Work by zero percent (0%) for deductive changes and \_\_\_\_\_ 3.25 \_\_\_\_\_ % for additive changes.

§ 6.1.4 [Intentionally Omitted]

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

§ 6.1.6 Liquidated damages, if any:

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

NA

§ 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.)*

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**§ 6.2 Guaranteed Maximum Price**

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

**§ 6.2.1 [Intentionally Omitted]**

**§ 6.3 Changes in the Work**

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

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

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

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

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

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

**ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**

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

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

**§ 7.1.1.1** The sum for General Conditions will be billed as a lump sum and paid in monthly installments commencing with the next calendar month following the date of commencement of construction of the Project and concluding on the date of completion 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 [Intentionally Omitted]**

**§ 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 at off-site locations or workshops.

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§ 7.2.2 Salaries and burden of the Construction Manager's supervisory, project/operations management, executive, safety and administrative personnel when engaged in execution of the Work, whether at the site, at the Construction Manager's principal office or offices other than the site office. These person costs will be charged on an hourly basis and will be included in an agreed upon General Conditions costs.

§ 7.2.2.1

*(Paragraphs deleted)*  
[Intentionally Omitted]

§ 7.2.3 [Intentionally Omitted]

§ 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, collectively referred to as "Labor Burden", shall be charged at a flat rate of 49% of base wage, provided that such costs are based on wages and salaries included in the Cost of the Work as described herein. **Owner acknowledges that the Labor Burden rate set in this 7.2.4 is confidential and competitive to Construction Manager and shall not be disclosed to any third-party without advance written authorization of Construction Manager's Operations President.**

§ 7.2.4.1 The Contract Sum is based upon the Project not being subject to State and Federal Prevailing Wage Law. In the event that this Project becomes subject to State or Federal Prevailing Wage Law, the Contract Sum will be adjusted accordingly.

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

§ 7.3 Subcontract Costs

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

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

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

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

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

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

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

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

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

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

**§ 7.6 Miscellaneous Costs**

§ 7.6.1 That portion of insurance including deductibles and bond premiums that can be directly attributed to this Contract and expenses for Subcontractor and Supplier Surety shall be reimbursed at the following rate: 1) Contractor's Subcontractor Supplier Default Insurance (SSDI) at one and a quarter percent (1.25%) of the Subcontractor/Supplier value; or 2) Contractor's actual premium cost for other Payment and Performance Bonds from the Subcontractors. At the Construction Manager's option, a combination of the above may be used. Application of SDI or surety bond shall be at the sole discretion of the Construction Manager.

The cost of the Construction Manager's insurance program shall be reimbursed at the rate of \$9.50 per thousand dollars of Contract Sum. Rates shall be subject to adjustment on the first day of each calendar year if required by the Construction Manager.

Builders Risk Insurance maintained by the Construction Manager at the rate of \$0.10 per thousand of Contract Sum per month to insure the components of the Project while under construction. If the construction type for the project classifies as wood frame or jointed masonry, different rates may apply.

**Owner acknowledges that the information provided in this Section 7.6.1 is trade secret, proprietary, or otherwise confidential and competitive to Construction Manager, and shall not be disclosed to any third-party without advance written authorization of Construction Manager's Operations President.**

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

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

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

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

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

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

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

§ 7.6.6 Costs for communications services, data lines, telephone service, electronic equipment, and software, directly related to the Work and located at the site.

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

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

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

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

§ 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, including travel expenses, lodging, and meals.

### § 7.7 Other Costs and Emergencies

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

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

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged 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 (as amended) 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.

§ 7.7.5 **Warranty Reserve (CM at Risk).** A warranty reserve in the amount of one quarter percent (.25%) of the Cost of the Work will be established and included in the GMP Amendment(s) to cover the Construction Manager's cost for providing the warranty as outlined in the Contract Documents. The warranty reserve shall be deemed a Cost of the Work. In order to facilitate the final payment process, set forth in Article 11.2, the Construction Manager will bill the Owner a lump sum amount for the full warranty reserve at the time of final payment. The expenditure of the warranty reserve will not be subject to the audit provisions of this Agreement.

### § 7.8 Related Party Transactions

§ 7.8.1 [Intentionally Omitted]

§ 7.8.2 [Intentionally Omitted]

### § 7.9 Costs Not To Be Reimbursed

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

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

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- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

#### **ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. If Construction Manager notifies the Owner of any discounts, rebates or refunds from subcontractors or vendors for early payment at the beginning of the Project, unless Owner elects to make payment early to take advantage of said discounts, the Construction Manager may choose to make payments and then accrue the discounts to the Construction Manager.

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

#### **ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

§ 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 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 Construction Manager and Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection. Upon Construction Manager's request, the Owner shall sign an acknowledgement of approval for the subcontractors submitted by the Construction Manager and approved by the Owner.

§ 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. 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**

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

§ 10.2 The Contractor shall not be obligated to provide any services, information or documentation relating to its Work to auditors working on a contingency fee basis (auditor's fees calculated as a percentage of the client's net recovery), nor shall any reimbursement obligation otherwise required by the Contract Documents be applicable to Contractor when an auditor is hired by Owner on a contingency fee basis.

## ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 11.1 Progress Payments

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

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

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

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

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

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

§ 11.1.5.2 Owner acknowledges that the Guaranteed Maximum Price applies in the aggregate to all categories and line items of the Cost of the Work. The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 [Intentionally Omitted]

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

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

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

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017 (as amended);
- .3 [Intentionally Omitted];
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017 (as amended);
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

**§ 11.1.8 Retainage**

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

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

Five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:

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

General Requirement, General Conditions, Insurances, and Bonds

§ 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.)*

If the manner of completion of the work, and its progress are and remain satisfactory for the Owner, and the Work is shown at fifty percent (50%) or more complete in the Application for Payment, without reduction of previous retainage, no further retainage will be withheld.

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

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

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

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

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

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

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

## § 11.2 Final Payment

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

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017 (as amended);
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

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

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

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

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

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the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

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

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

### § 11.3 Interest

Payments are due and payable within 30 days of presentation of the Construction Manager's invoice. Payments due and unpaid shall bear interest from the date payment is due at the maximum rate allowed by applicable law.

*(Paragraph deleted)*

## ARTICLE 12 DISPUTE RESOLUTION

### § 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017 (as amended). However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution.

### § 12.1.2

*(Paragraphs deleted)*

[Intentionally Omitted]

### § 12.2 Binding Dispute Resolution

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

*(Check the appropriate box.)*

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

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

## ARTICLE 13 TERMINATION OR SUSPENSION

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

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

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in

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accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

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

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

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

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

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

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

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

### § 13.2.1 Termination

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

### § 13.2.2 Termination by the Owner for Cause

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

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

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

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

**§ 13.2.3 Termination by the Owner for Convenience**

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

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

**§ 13.3 Suspension**

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

**ARTICLE 14 MISCELLANEOUS PROVISIONS**

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

**§ 14.2 Successors and Assigns**

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

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

**§ 14.3 Insurance and Bonds**

**§ 14.3.1 Preconstruction Phase**

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

§ 14.3.1.1 Commercial General Liability with policy limits of Two million dollars (\$ 2,000,000 ) for each occurrence and two million dollars (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of two million dollars (\$ 2,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of one million dollars (\$ 1,000,000 ) each accident for bodily injury, one million dollars (\$ 1,000,000 ) each employee for bodily injury by disease, and one million dollars (\$ 1,000,000 ) policy limit for bodily injury by disease.

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

**§ 14.3.1.6 Other Insurance**

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

Coverage	Limits
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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 for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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

**§ 14.3.2 Construction Phase**

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

§ 14.3.2.1 The Construction Manager shall provide bonds if required in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents. Bonds may be obtained through the Construction Manager's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

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

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

**§ 14.5 Other provisions:**

§ 14.5.1 Owner acknowledges that Contractor is an independent contractor and the owner has no ownership or control over Contractor, a private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Oklahoma Open Records Act. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by the Owner. 51 Okl. St. § 24A.10. In the event Owner

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receives a request for disclosure of records under the Oklahoma Open Records Act, or other request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without Contractor's written consent or unless Owner is ordered to disclose pursuant to court order.

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

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

**§ 14.5.4** Owner and Construction Manager acknowledge and agree that the Guaranteed Maximum Price and Contract Time does not fully account for all cost impacts or schedule impacts (collectively "Impacts") associated with COVID-19, any other virus, disease, epidemic, pandemic, or public health crisis ("Epidemic"). Construction Manager cannot reasonably foresee or carry all necessary costs or contingencies for such Impacts. Therefore, if Construction Manager's work is delayed, suspended, disrupted, or otherwise adversely impacted, directly or indirectly, by an Epidemic, including but not limited to the following impacts: (1) material or equipment supply chain disruptions; (2) illness and related costs; (3) unavailability of labor or increased labor costs, including, but not limited to any labor shortage or increased labor costs resulting from loss of labor productivity, strike, labor force reduction required or created by the CDC or OSHA guidelines, regulations, or governmental order; (4) government orders, closures, changes in the law, or other directives or restrictions that impact the work or the Project site, including without limitation vaccine or testing mandates; or (5) fulfillment of Construction Manager's contractual obligations regarding safety specific to COVID-19, any Epidemic, or both, then Construction Manager shall be entitled to an equitable increase in the Guaranteed Maximum Price and Contract Time for all such Impacts.

## ARTICLE 15 SCOPE OF THE AGREEMENT

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

**§ 15.2** The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction (as amended)
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

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

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as

Constructor Edition, dated as indicated below:  
(Insert the date of the E234-2019 incorporated into this Agreement.)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.7 Other documents, if any, listed below:

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

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

Justin R Woolverton, EVP of Operations

\_\_\_\_\_  
(Printed name and title)

NabModel Version 01.03.2023

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User Notes:

(963605326)

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:49:21 ET on 12/05/2023.

**PAGE 1**

**AGREEMENT** made as of the 5<sup>th</sup> day of December in the year 2023

...

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

Norman Public Schools  
131 S Flood Ave  
Norman, OK 73069

...

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

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

...

FFA Animal Barn

...

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

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

**PAGE 2**

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TBD

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TBD  
**PAGE 3**

TBD

...

TBD

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TBD

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TBD

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NA

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

**PAGE 4**

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

...

405-227-0665

...

Per Title 61

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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~~ 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.

...

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

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

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

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish ~~at all times~~ an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's ~~interests~~ interests and the Construction Manager's Standard of Care. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. Nothing herein shall negate Construction Manager's right to equitable adjustments in the Contract Time or Contract Sum in accordance with the Contract Documents.

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§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for ~~Construction, Construction (as amended)~~, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing ~~Law~~; Law; Article 15, Claims and Disputes. The term "Contractor" as used in A201-2017 (as amended) shall mean the Construction Manager.

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

...

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

...

The Construction Manager shall ~~exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, perform its~~ Preconstruction Services consistent with the Construction Manager's Standard of Care. The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the

Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

...

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

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

...

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

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

...

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

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

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

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

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

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

...

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

...

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

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§ 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~~When the Drawings and Specifications have been completed, the Construction Manager will solicit trade contractors for competitive bids in relevant trade categories. Upon completion of the bidding cycle, the Construction Manager shall propose a Guaranteed Maximum Price ("GMP"), which 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-estimated cost of work, including contingencies described in Section 3.2.4 and the Construction Manager's Fee as described in Section 6.1.2, and General Conditions.

§ 3.2.2 The Owner and Construction Manager acknowledge that the Construction Manager will/has developed the Guaranteed Maximum Price based upon completed Contract Documents.

In the event that the Owner and Construction Manager agree that the Construction Manager will develop a Guaranteed Maximum Price before the completion of the Contract Documents, in that such Drawings and Specifications do not contain all details and requirements of the Work, the Guaranteed Maximum Price will be based on certain assumptions by the Construction Manager. To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to Construction Manager will include an allowance to be identified in the GMP Amendment for 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 or any condition which was not reasonably anticipated by the Construction Manager's assumptions regarding the completion of the design, all of which, if required shall be incorporated by Change Order for additional cost and/or time as required. If the Contract Documents or final Drawings and Specifications require performance of the Work in any manner different from such assumptions, or contain changes in the scope of the Work to be performed by the Construction Manager, the Construction Manager shall as soon as practicable notify the Owner thereof and of the

Construction Manager's estimate of the resulting increase or decrease in the Guaranteed Maximum Price. At such time as the Owner and the Construction Manager have agreed upon the effect of such difference and/or changes in the scope of the Work, a Change Order shall be issued substituting the finished Contract Documents for those described in this Agreement and the Guaranteed Maximum Price and Contract Time shall be adjusted as agreed by the parties. .

...

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

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The GMP shall contain a mutually agreeable and separately identified contingency (the "Construction Contingency") for the sole use by the Construction Manager. The Construction Contingency is not allocated to any particular item of the cost of the Work and is established for the Cost of the Work incurred by the Construction Manager, including mitigation of weather impact, losses, expenses or damages not covered by insurance or bonds, low estimates or deviations from the estimated cost and overly aggressive scheduling, supply chain delays or shortage of properly skilled workforce. It is understood by the Parties that this contingency is not to be allocated to costs due to errors and omissions in the Contract Documents or to remedy, correct or resolve any inconsistencies, ambiguities, errors or omissions contained within the Architect's work product on which the Construction Manager's Guaranteed Maximum Price was based.

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

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

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents. Documents, provided the Architect clouds all changes to the Drawings and Specifications on which the Guaranteed Maximum Price was based.

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

§ 3.2.10 The GMP will be calculated based on current prices for component building materials. Contractor will use commercially reasonable diligence with respect to the selection and management of material suppliers and supply chains in an effort to minimize the risk of price increases or schedule disruptions; however, due to volatile market conditions, Contractor cannot warrant material prices or the timely performance of material suppliers. Should there be a significant price increase in the prices of the specified materials that are purchased after execution of the GMP Amendment, the Owner agrees that the GMP will be adjusted. A significant price increase means a change in price from the date of establishment of the GMP to the date of purchasing the materials by an amount exceeding five percent (5%). Such price increases shall be documented by available vendor quotes, estimates, invoices, catalogs, receipts or other documentation.

...

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

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's ~~execution of the Guaranteed Maximum Price Amendment or, prior acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs first.~~ Prior to acceptance of the Guaranteed Maximum Price proposal, the Construction Phase shall commence only 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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§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of ~~A201-2017, A201-2017 (as amended)~~.

...

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

...

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

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

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§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents ~~with reasonable promptness, in a timely manner so as not to delay the Project schedule.~~ The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

...

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

...

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, services, the Owner shall compensate the Construction Manager as follows:  
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

The fee for preconstruction services shall be a lump sum of Ten Thousand Dollars (\$10,000.00). Any miscellaneous costs associated with the delivery of preconstruction services (printing, advertising, travel, etc.) shall be invoiced at direct cost of the item without mark-up or profit for the Construction Manager. Preconstruction Services will be invoiced on a pro-rata monthly basis for the term of the preconstruction services as identified in Article 5.1.2.

...

Compensation for Preconstruction Phase Services shall be equitably adjusted if such services extend beyond ( NA ) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified. If preconstruction services extend past the time frame identified, the following rates shall apply and will be billed on a timecard basis for those individuals working on this project:

...

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

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

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

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

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

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

~~—%—within 30 days of presentation of the Construction Manager's invoice without retainage. Payments due and unpaid shall bear interest from the date payment is due at the maximum rate allowed by applicable law.~~

...

Three and one quarter percent of total cost of work (3.25%)

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

A lump sum equal to 3.25 % of the Cost of the Work. The Construction Manager's Fee shall be adjusted for changes in the Work by zero percent (0%) for deductive changes and 3.25 % for additive changes.

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

[Intentionally Omitted]

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

...

NA  
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§ 6.2.1 [Intentionally Omitted]

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

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

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

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

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

...

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

...

§ 7.1.1.1 The sum for General Conditions will be billed as a lump sum and paid in monthly installments commencing with the next calendar month following the date of commencement of construction of the Project and concluding on the date of completion of the Work.

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

...

~~§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site or at off-site locations or 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. Salaries and burden of the Construction Manager's supervisory, project/operations management, executive, safety and administrative personnel when engaged in execution of the Work, whether at the site, at the Construction Manager's principal office or offices other than the site office. These person costs will be charged on an hourly basis and will be included in an agreed upon General Conditions costs.~~

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

~~[Intentionally Omitted]~~

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

~~§ 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, collectively referred to as "Labor Burden", shall be charged at a flat rate of 49% of base wage, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3 as described herein. **Owner acknowledges that the Labor Burden rate set in this 7.2.4 is confidential and competitive to Construction Manager and shall not be disclosed to any third-party without advance written authorization of Construction Manager's Operations President.**~~

~~§ 7.2.4.1 The Contract Sum is based upon the Project not being subject to State and Federal Prevailing Wage Law. In the event that this Project becomes subject to State or Federal Prevailing Wage Law, the Contract Sum will be adjusted accordingly.~~

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

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

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~~§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. That portion of insurance including deductibles and bond premiums that can be directly attributed to this Contract and expenses for Subcontractor and Supplier Surety shall be reimbursed at the following~~

rate: 1) Contractor's Subcontractor Supplier Default Insurance (SSDI) at one and a quarter percent (1.25%) of the Subcontractor/Supplier value; or 2) Contractor's actual premium cost for other Payment and Performance Bonds from the Subcontractors. At the Construction Manager's option, a combination of the above may be used. Application of SDI or surety bond shall be at the sole discretion of the Construction Manager.

The cost of the Construction Manager's insurance program shall be reimbursed at the rate of \$9.50 per thousand dollars of Contract Sum. Rates shall be subject to adjustment on the first day of each calendar year if required by the Construction Manager.

Builders Risk Insurance maintained by the Construction Manager at the rate of \$0.10 per thousand of Contract Sum per month to insure the components of the Project while under construction. If the construction type for the project classifies as wood frame or jointed masonry, different rates may apply.

**Owner acknowledges that the information provided in this Section 7.6.1 is trade secret, proprietary, or otherwise confidential and competitive to Construction Manager, and shall not be disclosed to any third-party without advance written authorization of Construction Manager's Operations President.**

...

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

...

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

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

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

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§ 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. Work.

§ 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.~~ Work, including travel expenses, lodging, and meals.

...

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

...

§ 7.7.4 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 (as amended) 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.

§ 7.7.5 Warranty Reserve (CM at Risk). A warranty reserve in the amount of one quarter percent (.25%) of the Cost of the Work will be established and included in the GMP Amendment(s) to cover the Construction Manager's cost for providing the warranty as outlined in the Contract Documents. The warranty reserve shall be deemed a Cost of the Work. In order to facilitate the final payment process, set forth in Article 11.2, the Construction Manager will bill the Owner a lump sum amount for the full warranty reserve at the time of final payment. The expenditure of the warranty reserve will not be subject to the audit provisions of this Agreement.

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

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

...

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

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§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. ~~Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained. If Construction Manager notifies the Owner of any discounts, rebates or refunds from subcontractors or vendors for early payment at the beginning of the Project, unless Owner elects to make payment early to take advantage of said discounts, the Construction Manager may choose to make payments and then accrue the discounts to the Construction Manager.~~

...

§ 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 Construction Manager and Architect and, subject to Section 9.1.1, to object to any subcontractor

or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection. Upon Construction Manager's request, the Owner shall sign an acknowledgement of approval for the subcontractors submitted by the Construction Manager and approved 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. A~~ subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

...

~~The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.~~ **§ 10.1** The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

**§ 10.2** The Contractor shall not be obligated to provide any services, information or documentation relating to its Work to auditors working on a contingency fee basis (auditor's fees calculated as a percentage of the client's net recovery), nor shall any reimbursement obligation otherwise required by the Contract Documents be applicable to Contractor when an auditor is hired by Owner on a contingency fee basis.

**PAGE 18**

**§ 11.1.3** ~~Provided that an Application for Payment is received by the Architect not later than the 1<sup>st</sup> day of a the month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 20<sup>th</sup> day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (—) days after the Architect receives the Application for Payment.~~

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

**§ 11.1.4** ~~With If required by the Owner, with each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence a detailed cost transaction report generated from the Construction Manager's accounting system, and upon request by the Owner or Architect, shall provide any other evidence reasonably required by the Owner or Architect to demonstrate that payments cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager, less (2) that portion of those payments~~

attributable to the Construction Manager's Fee, plus (3) payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.Payment.

...

§ 11.1.5.2 Owner acknowledges that the Guaranteed Maximum Price applies in the aggregate to all categories and line items of the Cost of the Work. The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

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

...

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

**PAGE 19**

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;A201-2017 (as amended);
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;[Intentionally Omitted];
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;A201-2017 (as amended);

...

Five percent (5%)

...

General Requirement, General Conditions, Insurances, and Bonds

...

If the manner of completion of the work, and its progress are and remain satisfactory for the Owner, and the Work is shown at fifty percent (50%) or more complete in the Application for Payment, without reduction of previous retainage, no further retainage will be withheld.

...

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

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

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements. Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). Upon recommendation of the Construction Manager, a Subcontractor's retainage may be reduced by a percentage established and agreed upon

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

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

...

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; A201-2017 (as amended);

...

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

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

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Payments due and unpaid under the Contract are due and payable within 30 days of presentation of the Construction Manager's invoice. Payments due and unpaid 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.) maximum rate allowed by applicable law.

%

...

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017-~~A201-2017 (as amended)~~. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker

shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply. resolution.

§ 12.1.2 ~~The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

[Intentionally Omitted]

...

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

...

[  ] Arbitration pursuant to Article 15 of AIA Document A201-2017 (as amended)

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

...

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the ~~Work under Section 13.1.5.1. Work.~~ To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, ~~as a condition of receiving the payments referred to in this Article 13,~~ shall execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. ~~All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.~~

...

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

...

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

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

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain with the

consent of Construction Manager and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. Work. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, ~~as a condition of receiving the payments referred to in this Article 13,~~ shall execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

...

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

...

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

...

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

...

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

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Owner shall provide Construction Manager with advance written notice of such assignment. The Construction Manager shall execute all consents reasonably required to facilitate the assignment. ~~assignment and acceptable to Construction Manager.~~

...

§ 14.3.1.1 Commercial General Liability with policy limits of ~~not less than (\$ Two million dollars (\$ 2,000,000 )~~ for each occurrence and ~~(\$ two million dollars (\$ 2,000,000 )~~ in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of ~~not less than (\$ two million dollars (\$ 2,000,000 )~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits ~~not less than (\$ )~~ each accident, ~~(\$ )~~ each employee, and ~~(\$ )~~ policy limit of one million dollars (\$ 1,000,000 ) each accident for

bodily injury, one million dollars (\$ 1,000,000 ) each employee for bodily injury by disease, and one million dollars (\$ 1,000,000 ) policy limit for bodily injury by disease.

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

...

§ 14.3.2.1 The Construction Manager shall provide bonds ~~as set forth if required~~ in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents. Bonds may be obtained through the Construction Manager's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

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

...

§ 14.5.1 Owner acknowledges that Contractor is an independent contractor and the owner has no ownership or control over Contractor, a private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Oklahoma Open Records Act. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by the Owner. 51 Okl. St. § 24A.10. In the event Owner receives a request for disclosure of records under the Oklahoma Open Records Act, or other request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without Contractor's written consent or unless Owner is ordered to disclose pursuant to court order.

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

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

§ 14.5.4 Owner and Construction Manager acknowledge and agree that the Guaranteed Maximum Price and Contract Time does not fully account for all cost impacts or schedule impacts (collectively "Impacts") associated with COVID-19, any other virus, disease, epidemic, pandemic, or public health crisis ("Epidemic"). Construction Manager cannot reasonably foresee or carry all necessary costs or contingencies for such Impacts. Therefore, if Construction Manager's work is delayed, suspended, disrupted, or otherwise adversely impacted, directly or indirectly, by an Epidemic, including but not limited to the following impacts: (1) material or equipment supply chain disruptions; (2) illness and related costs; (3) unavailability of labor or increased labor costs, including, but not limited to any labor shortage or increased labor costs resulting from loss of labor productivity, strike, labor force reduction required or created by the CDC or OSHA guidelines, regulations, or governmental order; (4) government orders, closures, changes in the law, or other directives or restrictions that impact the work or the Project site, including without limitation vaccine or testing mandates;

**or (5) fulfillment of Construction Manager’s contractual obligations regarding safety specific to COVID-19, any Epidemic, or both, then Construction Manager shall be entitled to an equitable increase in the Guaranteed Maximum Price and Contract Time for all such Impacts.**

PAGE 25

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

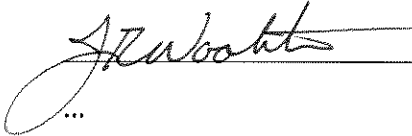
...

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

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

...

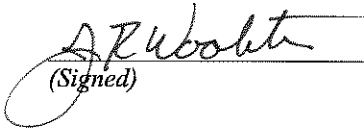


Justin R. Woolverton, EVP of Operations

NabModel Version 01.03.2023

**Certification of Document's Authenticity**  
AIA® Document D401™ – 2003

I, Justin Woolverton, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:49:21 ET on 12/05/2023 under Order No. 2114446684 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)

*EVP of Operations*  
\_\_\_\_\_  
(Title)

*12/5/2023*  
\_\_\_\_\_  
(Dated)



# AIA® Document A101® – 2017

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

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023  
(In words, indicate day, month and year.)

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

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma  
d/b/a Norman Public Schools  
131 S. Flood Avenue  
Norman, OK 73069

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

Waggoners Heat & Air Inc.  
1351 E Indian Hills Rd.  
Norman, OK 73071

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

Norman Public Schools – 2023 HVAC Replacement Projects – Package 1:  
2302A – Alcott Middle School  
2302B – Irving Middle School  
2302C – Whittier Middle School  
2302D – Norman North High School

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

MIDL Architects, LLC  
200 N University Blvd.  
Norman, OK 73069  
Telephone Number: (405) 512-9662

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

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

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

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

Init.

**TABLE OF ARTICLES**

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

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

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

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

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

*(Check one of the following boxes.)*

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

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

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

**§ 3.3 Substantial Completion**

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

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

[ X ] Not later than One Hundred Fifty-Four ( 154 ) calendar days from the date of commencement of the Work.

[ ] By the following date:

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

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

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

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Six Hundred Thirty-Six Thousand Eight Hundred Seventy-Six Dollars and No Cents ( \$ 1,636,876.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

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

Item	Price
Alternate No. 1	\$7,050.00
Alternate No. 2	\$7,050.00
Alternate No. 3	\$7,050.00
Alternate No. 4	\$7,050.00

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

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

§ 4.3 Allowances, if any, included in the Contract Sum:

*(Identify each allowance.)*

Item	Price
Allowance No. 1	\$128,920.00
Allowance No. 2	\$113,640.00
Allowance No. 3	\$117,440.00
Allowance No. 4	\$39,800.00

§ 4.4 Unit prices, if any:

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

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

Init.

§ 4.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

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

#### CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
  - 1. 15 percent overhead and profit on the net cost of our own Work;
  - 2. 15 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 15 percent overhead and profit on the net cost of the Work..

#### ARTICLE 5 PAYMENTS

##### § 5.1 Progress Payments

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

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

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

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

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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

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

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

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

Init.

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.7 Retainage**

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

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

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

In compliance with State law.

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

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

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

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

**§ 5.2 Final Payment**

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

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

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

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

Ten percent (10%) per annum

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 Binding Dispute Resolution**

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

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

**ARTICLE 7 TERMINATION OR SUSPENSION**

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

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

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

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

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:

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

Init.

Brad Coplen, Director  
Norman Public Schools Central Services  
101 Triad Village Dr.  
Suite 153  
Norman, OK 73071

§ 8.3 The Contractor's representative:  
*(Name, address, email address, and other information)*

Brian Cameron  
Waggoners Heat & Air Inc.  
1351 E Indian Hills Rd.  
Norman, OK 73071  
brian.c@waggonersms.com

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

**§ 8.5 Insurance and Bonds**

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

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

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

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

§ 8.7 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

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

- .5 Drawings

Number	Title	Date
Refer to Sheet Index attached hereto as Exhibit "B"	Sheet Index	10/02/2023

- .6 Specifications

Init.

Section	Title	Date	Pages
Refer to Specifications Section 00 01 10 Table of Contents attached hereto as Exhibit "C"	Table of Contents	10/02/2023	3

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	11/06/2023	15

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

.8 Other Exhibits:

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

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

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 72 00	General Conditions	10/02/2023	44
00 73 00	Supplementary Conditions	10/02/2023	2

.9 Other documents, if any, listed below:

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

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

*Kristen Fry*  
\_\_\_\_\_  
CONTRACTOR (Signature)

Kristen Fry, Director of Operations  
\_\_\_\_\_  
(Printed name and title)



Init.

# **Additions and Deletions Report for** **AIA® Document A101® – 2017**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 21:32:23 CT on 11/16/2023.

## **PAGE 1**

**AGREEMENT** made as of the                      day of                      in the year 2023

...

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma  
d/b/a Norman Public Schools  
131 S. Flood Avenue  
Norman, OK 73069

...

Waggoners Heat & Air Inc.  
1351 E Indian Hills Rd.  
Norman, OK 73071

...

Norman Public Schools – 2023 HVAC Replacement Projects – Package 1:  
2302A – Alcott Middle School  
2302B – Irving Middle School  
2302C – Whittier Middle School  
2302D – Norman North High School

...

MIDL Architects, LLC  
200 N University Blvd.  
Norman, OK 73069  
Telephone Number: (405) 512-9662

## **PAGE 2**

[  ] Established as follows:

...

A date set forth in the Notice to Proceed issued by the Architect.

## **PAGE 3**

[  ] Not later than One Hundred Fifty-Four ( 154 ) calendar days from the date of commencement of the Work.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Six Hundred Thirty-Six Thousand Eight Hundred Seventy-Six Dollars and No Cents (\$ 1,636,876.00 ), subject to additions and deductions as provided in the Contract Documents.

...

<u>Alternate No. 1</u>	<u>\$7,050.00</u>
<u>Alternate No. 2</u>	<u>\$7,050.00</u>
<u>Alternate No. 3</u>	<u>\$7,050.00</u>
<u>Alternate No. 4</u>	<u>\$7,050.00</u>

...

<u>Allowance No. 1</u>	<u>\$128,920.00</u>
<u>Allowance No. 2</u>	<u>\$113,640.00</u>
<u>Allowance No. 3</u>	<u>\$117,440.00</u>
<u>Allowance No. 4</u>	<u>\$39,800.00</u>

PAGE 4

**CHANGES TO THE WORK**

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
  - 1. 15 percent overhead and profit on the net cost of our own Work;
  - 2. 15 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 15 percent overhead and profit on the net cost of the Work..

...

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

PAGE 5

Five percent (5%)

...

In compliance with State law.

PAGE 6

~~%~~ Ten percent (10%) per annum

...

[  ] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

PAGE 7

Brad Coplen, Director  
Norman Public Schools Central Services  
101 Triad Village Dr.  
Suite 153  
Norman, OK 73071

...

Brian Cameron  
Waggoners Heat & Air Inc.  
1351 E Indian Hills Rd.  
Norman, OK 73071  
brian.c@waggonersms.com

...

Refer to Sheet Index attached hereto    Sheet Index    10/02/2023  
as Exhibit "B"

PAGE 8

Refer to Specifications Section 00    Table of Contents    10/02/2023    3  
01 10 Table of Contents attached  
hereto as Exhibit "C"

...

Addendum No. 1    11/06/2023    15

...

[ X ]    Supplementary and other Conditions of the Contract:

...

00 72 00    General Conditions    10/02/2023    44

00 73 00    Supplementary    10/02/2023    2  
Conditions

...

Kristen Fry, Director of Operations

**Certification of Document's Authenticity**  
AIA® Document D401™ – 2003

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 21:32:23 CT on 11/16/2023 under Order No. 2114487885 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
\_\_\_\_\_  
(Signed)

Principal Architect  
\_\_\_\_\_  
(Title)

11/16/23  
\_\_\_\_\_  
(Dated)

# AIA® Document A101® – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023  
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name and location or address)

Norman Public Schools – 2023 HVAC Replacement Projects – Package 1:  
2302A – Alcott Middle School  
2302B – Irving Middle School  
2302C – Whittier Middle School  
2302D – Norman North High School

**THE OWNER:**  
(Name, legal status and address)

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma  
d/b/a Norman Public Schools  
131 S. Flood Avenue  
Norman, OK 73069

**THE CONTRACTOR:**  
(Name, legal status and address)

Waggoners Heat & Air Inc.  
1351 E Indian Hills Rd.  
Norman, OK 73071

### TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE A.1 GENERAL

The Owner and Contractor 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 A.2 OWNER'S INSURANCE

##### § A.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 A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

#### 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.

**§ A.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

**§ A.2.3 Required Property Insurance**

**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Oklahoma, 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 A.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, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.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. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss	Sub-Limit
----------------	-----------

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.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 Contractor’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
----------	-----------

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.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.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.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.

**§ A.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 A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor 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.

**§ A.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 A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.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.)*

- § A.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.
  
- § A.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.
  
- § A.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.
  
- § A.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.
  
- § A.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.
  
- § A.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.
  
- § A.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, 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.

**§ A.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.)*

**§ A.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.)*

**§ A.2.5.2 Other Insurance**  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage

Limits

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.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 A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor 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 Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor'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.

**§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor 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 State of Oklahoma. The Contractor 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 Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.2.2 Commercial General Liability**

**§ A.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 Dollars (\$ 1,000,000.00 ) each occurrence, Two Million Dollars (\$ 2,000,000.00 ) general aggregate, and Two Million Dollars (\$ 2,000,000.00 ) 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 Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.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 Contractor'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.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor 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 A.3.2.2 and A.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.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than ( \$ ) each accident, ( \$ ) each employee, and ( \$ ) policy limit.

§ A.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

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.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 (\$) per claim and (\$) in the aggregate.

§ A.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 (\$) per claim and (\$) in the aggregate.

### § A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Oklahoma. The Contractor 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 Contractor 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.)*

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor 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.)*

- § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor 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 Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.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.)*

- § A.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.
- § A.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.
- § A.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.
- § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ ] **§ A.3.3.2.6 Other Insurance**  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits
----------	--------

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the State of Oklahoma, as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	\$1,636,876.00
Performance Bond	\$1,636,876.00
Maintenance Bond	\$1,636,876.00

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 A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

# Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:20:16 CT on 11/16/2023.

## PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of \_\_\_\_\_ in the year 2023

...

*(Name and location or address)*

Norman Public Schools – 2023 HVAC Replacement Projects – Package 1:

2302A – Alcott Middle School

2302B – Irving Middle School

2302C – Whittier Middle School

2302D – Norman North High School

...

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma

d/b/a Norman Public Schools

131 S. Flood Avenue

Norman, OK 73069

...

Waggoners Heat & Air Inc.

1351 E Indian Hills Rd.

Norman, OK 73071

## PAGE 2

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.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, State of Oklahoma,~~ 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 A.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, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

## PAGE 4

§ A.3.2.1 The Contractor 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 in the State of Oklahoma.~~ The Contractor 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:

...

§ A.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 Dollars (\$ 1,000,000.00 ) each occurrence, Two Million Dollars (\$ 2,000,000.00 ) general aggregate, and Two Million Dollars (\$ 2,000,000.00 ) aggregate for products-completed operations hazard, providing coverage for claims including

PAGE 5

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

PAGE 6

§ A.3.3.1 Insurance selected and described in this Section A.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, State of Oklahoma.~~ The Contractor 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:

...

[  ] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor 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:

PAGE 7

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the ~~jurisdiction where the Project is located, State of Oklahoma,~~ as follows:

...

Payment Bond	<u>\$1,636,876.00</u>
Performance Bond	<u>\$1,636,876.00</u>
<u>Maintenance Bond</u>	<u>\$1,636,876.00</u>

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**EXHIBIT "B"**

**LIST OF DRAWINGS (SHEET INDEX)**

**PACKAGE 2302A – ALCOTT MIDDLE SCHOOL:**

G-001	ALCOTT TITLE SHEET
G-002	GENERAL INFORMATION
A-121a	ALCOTT ROOF PLAN AREA A
A-121b	ALCOTT ROOF PLAN AREA B
A-121c	ALCOTT ROOF PLAN AREA C
M-000	ALCOTT MECHANICAL TITLE SHEET
M-101a	ALCOTT MECHANICAL ROOF PLAN AREA A
M-101b	ALCOTT MECHANICAL ROOF PLAN AREA B
M-101c	ALCOTT MECHANICAL ROOF PLAN AREA C
E-000	ALCOTT ELECTRICAL TITLE SHEET
E-101a	ALCOTT ELECTRICAL ROOF PLAN AREA A
E-101b	ALCOTT ELECTRICAL ROOF PLAN AREA B
E-101c	ALCOTT ELECTRICAL ROOF PLAN AREA C

**PACKAGE 2302B – IRVING MIDDLE SCHOOL:**

G-001	IRVING TITLE SHEET
G-002	GENERAL INFORMATION
A-120	IRVING OVERALL ROOF PLAN
A-121a	IRVING ROOF PLAN AREA A
A-121b	IRVING ROOF PLAN AREA B
M-000	IRVING MECHANICAL TITLE SHEET
M-101a	IRVING MECHANICAL ROOF PLAN AREA A
M-101b	IRVING MECHANICAL ROOF PLAN AREA B
E-000	IRVING ELECTRICAL INDEX SHEET
E-101a	IRVING ELECTRICAL ROOF PLAN AREA A
E-101b	IRVING ELECTRICAL ROOF PLAN AREA B

**PACKAGE 2302C – WHITTIER MIDDLE SCHOOL:**

G-001	WHITTIER TITLE SHEET
G-002	GENERAL INFORMATION
A-120	WHITTIER OVERALL ROOF PLAN
A-121a	WHITTIER ROOF PLAN AREA A
A-121b	WHITTIER ROOF PLAN AREA B

M-000	WHITTIER MECHANICAL TITLE SHEET
M-101a	WHITTIER MECHANICAL ROOF PLAN AREA A
M-101b	WHITTIER MECHANICAL ROOF PLAN AREA B
E-000	WHITTIER ELECTRICAL TITLE SHEET
E-101a	WHITTIER ELECTRICAL ROOF PLAN AREA A
E-101b	WHITTIER ELECTRICAL ROOF PLAN AREA B

**PACKAGE 2302D – NORMAN NORTH HIGH SCHOOL:**

G-001	NNHS TITLE SHEET
G-002	GENERAL INFORMATION
A-120	NNHS OVERALL ROOF PLAN
A-121a	NNHS ROOF PLAN AREA A
M-000	NNHS MECHANICAL TITLE SHEET
M-101a	NNHS MECHANICAL ROOF PLAN AREA A
E-000	NNHS ELECTRICAL TITLE SHEET
E-101a	NNHS ELECTRICAL ROOF PLAN
E-401	NNHS ONE-LINE DIAGRAM

## DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

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#### DIVISION 0 - INTRODUCTORY INFORMATION

00 01 01	PROJECT TITLE
00 01 10	TABLE OF CONTENTS
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00 11 13	SOLICITATION AND NOTICE FOR BIDS
00 21 13	INSTRUCTIONS TO BIDDERS
00 25 13	PRE-BID MEETING
00 42 00	BID FORM
00 50 00	CONTRACTING FORMS AND SUPPLEMENTS
00 52 00	AGREEMENT FORMS
00 62 50	DESIGNATION OF PURCHASING AGENT
00 72 00	GENERAL CONDITIONS
00 73 00	SUPPLEMENTAL CONDITIONS TO THE CONTRACT



#### DIVISION 1 - GENERAL REQUIREMENTS

01 11 00	SUMMARY OF WORK
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01 41 00	REGULATORY REQUIREMENTS
01 42 00	REFERENCES
01 50 00	TEMPORARY FACILITIES AND CONTROLS
01 55 00	VEHICULAR ACCESS AND PARKING
01 60 00	PRODUCT REQUIREMENTS
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS
01 61 23	ASBESTOS PROHIBITION
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01 77 00	CLOSEOUT PROCEDURES
01 78 00	CLOSEOUT SUBMITTALS
01 79 00	DEMONSTRATION AND TRAINING

#### DIVISION 2 - EXISTING CONDITIONS

02 41 00	DEMOLITION
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**DIVISION 3 – CONCRETE**

NOT USED

**DIVISION 4 – MASONRY**

NOT USED

**DIVISION 5 - METALS**

NOT USED

**DIVISION 6 - WOOD AND PLASTICS**

06 10 53 MISCELLANEOUS ROUGH CARPENTRY

**DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

07 54 23 THERMOPLASTIC-POLYOLEFIN ROOFING

07 62 00 SHEET METAL FLASHING AND TRIM

07 72 00 ROOF ACCESSORIES

07 92 00 JOINT SEALANTS

**DIVISION 8 – OPENINGS**

NOT USED

**DIVISION 9 - FINISHES**

NOT USED

**DIVISION 10 – SPECIALTIES**

NOT USED

**DIVISION 11 - EQUIPMENT**

NOT USED

**DIVISION 12 – FURNISHINGS**

NOT USED

**DIVISION 13 - SPECIAL CONSTRUCTION**

NOT USED

**DIVISION 14 - CONVEYING EQUIPMENT**

NOT USED

**DIVISION 21 - FIRE SUPPRESSION**

NOT USED

**DIVISION 22 - PLUMBING**

NOT USED

**DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)**

23 05 00 COMMON WORK RESULTS FOR HVAC

23 05 13 COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

23 05 48 VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT

23 05 93 TESTING, ADJUSTING, AND BALANCING FOR HVAC

23 09 23 DIRECT DIGITAL CONTROL SYSTEM FOR HVAC

23 33 00 AIR DUCT ACCESSORIES

23 34 00 HVAC FANS

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**DIVISION 26 - ELECTRICAL**

26 05 00 COMMON WORK RESULTS FOR ELECTRICAL

26 05 02 ELECTRICAL DEMOLITION FOR REMODELING

26 05 04 CLEANING, INSPECTION AND TESTING ELECTRICAL EQUIPMENT



26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
26 05 23	CONTROL-VOLTAGE ELECTRICAL POWER CABLES
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 33	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS
26 24 02	PANELBOARDS
26 27 02	EQUIPMENT WIRING SYSTEMS
26 27 28	DISCONNECT SWITCHES
26 43 13	SURGE PROTECTIVE DEVICES FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS
<b>DIVISION 28 - ELECTRONIC SAFETY AND SECURITY</b>	
28 46 00	FIRE DETECTION AND ALARM SYSTEM
<b>DIVISION 31 - EARTHWORK</b>	
NOT USED	
<b>DIVISION 32 - EXTERIOR IMPROVEMENTS</b>	
NOT USED	
<b>DIVISION 33 - UTILITIES</b>	
NOT USED	

END OF SECTION

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...the state of nature...  
...the social contract...  
...the rights of man...  
...the duties of man...  
...the laws of nature...  
...the laws of the state...  
...the rights of the citizen...  
...the duties of the citizen...  
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...the laws of the free man...  
...the rights of the free subject...  
...the duties of the free subject...  
...the laws of the free subject...



# AIA Document A312™ – 2010

Bond No. GR62917

## Performance Bond

**CONTRACTOR:**

(Name, legal status and address)

Waggoners' Heating & Air Conditioning, Inc.  
1351 E Indian Hills Rd.  
Norman, OK 73071

**SURETY:**

(Name, legal status and principal place of business)

GraniteRe, Inc  
14001 Quailbrook Dr  
Oklahoma City, OK 73134

**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.

**OWNER:**

(Name, legal status and address)

Independent School District # 29 (ISD-29) of Cleveland County, Oklahoma d/b/a  
Norman Public Schools  
131 S. Flood Avenue  
Norman, OK 73069

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

**CONSTRUCTION CONTRACT**

Date:

Amount: \$ 1,636,876.00 One Million Six Hundred Thirty Six Thousand Eight Hundred Seventy Six Dollars and No Cents

Description:

(Name and location)

2023 HVAC Replacement Projects - Package 1: 2302A - Alcott Middle School, 2302B - Irving Middle School, 2302C - Whittier Middle School, 2302D - Norman North High School

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 1,636,876.00 One Million Six Hundred Thirty Six Thousand Eight Hundred Seventy Six Dollars and No Cents

Modifications to this Bond:

None

See Section 16

**CONTRACTOR AS PRINCIPAL**

Waggoners' Heating & Air Conditioning, Inc.

Company: (Corporate Seal)

Signature: *Kristen Fry*

Name and Title: *Kristen Fry*

(Additional signatures appear on the last page of this Performance Bond.)

**SURETY**

Granite Re, Inc.

Company: (Corporate Seal)

Signature: *Kenneth D. Whittington*

Name and Title: Kenneth D. Whittington

Title: Attorney-In-Fact

\*FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

Federated Insurance  
P.O. Box 486  
Owatonna, MN 55060

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

MIDL Architects, LLC  
200 N University Blvd.  
Norman, OK 73069



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

Init.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
*(Corporate Seal)*

Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_



# AIA Document A312™ – 2010

Bond No. GR62917

## Payment Bond

**CONTRACTOR:**

(Name, legal status and address)

Waggoners' Heating & Air Conditioning, Inc.  
1351 E Indian Hills Rd.  
Norman, OK 73071

**SURETY:**

(Name, legal status and principal place of business)

GraniteRe, Inc  
14001 Quailbrook Dr  
Oklahoma City, OK 73134

**OWNER:**

(Name, legal status and address)

Independent School District # 29 (ISD-29) of Cleveland County, Oklahoma d/b/a Norman Public Schools  
131 S. Flood Avenue  
Norman, OK 73069

**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.

**CONSTRUCTION CONTRACT**

Date:

Amount: \$ 1,636,876.00 One Million Six Hundred Thirty Six Thousand Eight Hundred Seventy Six Dollars and No Cents

Description:

(Name and location)

2023 HVAC Replacement Projects - Package 1: 2302A - Alcott Middle School, 2302B - Irving Middle School, 2302C - Whittier Middle School, 2302D - Norman North High School

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

**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 1,636,876.00 One Million Six Hundred Thirty Six Thousand Eight Hundred Seventy Six Dollars and No Cents

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Modifications to this Bond:

None

See Section 18

**CONTRACTOR AS PRINCIPAL**

Waggoners' Heating & Air Conditioning, Inc.  
Company: (Corporate Seal)

Signature:

*Kristen Fry*  
Name and Title: Kristen Fry Director

**SURETY**

Granite Re, Inc.

Company: (Corporate Seal)

Signature:

*Kenneth D. Whittington*  
Name and Title: Kenneth D. Whittington Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

Federated Insurance  
P.O. Box 486  
Owatonna, MN 55060

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

MIDL Architects, LLC  
200 N University Blvd.  
Norman, OK 73069



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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User Notes:

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
*(Corporate Seal)*

Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_



BOND #: GR62917

Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned, Waggoners' Heating & Air Conditioning, Inc., 1351 E. Indian Hills Rd., Norman, OK 73071 as Principal and Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134, a corporation organized under the laws of the State of Minnesota and duly authorized to do business in the State of Oklahoma as Surety, are held and firmly bound unto: Independent School District # 29 (ISD-29) of Cleveland County, Oklahoma d/b/a Norman Public Schools, 131 S. Flood, Norman, OK 73069 in the penal sum of One Million Six Hundred Thirty Six Thousand Eight Hundred Seventy Six Dollars And Zero Cents (\$1,636,876.00), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_ day of \_\_\_, 2023

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named Principal did on \_\_\_ enter into a contract with the Independent School District # 29 (ISD-29) of Cleveland County, Oklahoma, d/b/a Norman Public Schools, 131 S. Flood, Norman, OK 73069 for

2023 HVAC Replacement Projects - Package 1: 2302A - Alcott Middle School, 2302B - Irving Middle School, 2302C - Whittier Middle School, 2302D - Norman North High School

AND, WHEREAS, the specifications of said construction contract provide that upon final acceptance by Obligee said Principal shall furnish a maintenance bond for the sum amounting to One Hundred percent ( 100 %) of the contract price, and to remain in full force and effect for the period of One ( 1 ) year(s) from the date of acceptance, as therein stated in said specifications; the said work having been duly accepted by said obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall make good all defects appearing in the work performed by Principal due to faulty workmanship or materials which may develop during the period of One ( 1 ) year(s) from the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

Waggoners' Heating & Air Conditioning, Inc. Principal

By: [Signature] Title: Kristen Fris, Director



Granite Re, Inc. Surety

By: [Signature] Kenneth D. Whittington, Attorney-in-Fact





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Unity Insurance Partners 420 SW 6th Street Moore OK 73160	<b>CONTACT NAME:</b> Robin Petschel <b>PHONE (A/C, No. Ext):</b> 405-799-3311 <b>E-MAIL ADDRESS:</b> rpetschel@unity-ip.com		<b>FAX (A/C, No):</b> 405-799-3330
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> WAGGSHE-01 Waggoners Heating & Air Conditioning Inc. 1351 E Indian Hills Rd Norman OK 73071	<b>INSURER A:</b> State Auto Ins Companies		<b>NAIC #</b> 25127
	<b>INSURER B:</b> Bridgefield Casualty Insurance Company		10335
	<b>INSURER C:</b> Guideone National Ins. Co		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES** **CERTIFICATE NUMBER:** 23387199 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	10190693CP	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	10190694CA	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	10190695CU	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	019659158	11/1/2023	11/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			10190693CP	11/1/2023	11/1/2024	Any One Jobsite 2,000,000
A	Contractors E&O			10190693CP	11/1/2023	11/1/2024	Per claim 100,000
C	Contractor's Pollution			ENV562015109-00	11/1/2023	11/1/2024	Ea. Poll Condition 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Tony Waggoner & Jim Waggoner are excluded.  
 Project: Norman Public Schools- 2023 HVAC Replacement Projects- 2302A,2302B, 2302C, 2302D

Certificate Holder is an additional insured regarding General Liability and Auto Liability as required by written contract subject to the above referenced forms. Waiver of Subrogation in favor of Certificate Holder regarding General Liability, Auto Liability and Workers Compensation as required by written contract subject to the above referenced forms.  
 30 day notice of cancellation except 10 days for nonpayment of premium in favor of Certificate Holder regarding General Liability, Auto Liability and Workers Compensation as required by written contract subject to the above referenced forms.

<b>CERTIFICATE HOLDER</b>  Independent School District #29 (ISD-29) of Cleveland County, Oklahoma DBA Norman Public Schools 131 S. Flood Ave Norman OK 73069	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 234
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# Contract Affidavit

STATE OF OKLAHOMA

COUNTY OF CLEVELAND

BRIAN CAMERON, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by dealer to submit the attached contract to the Board of Education, Norman, Oklahoma. Affiant further states that dealer has not paid, given, nor donated, or agreed to pay, give, or donate to any officer or employee of the Board of Education, Norman, Oklahoma, any money or other thing of value, either directly or indirectly in the procuring of the contract.



\_\_\_\_\_  
Signature

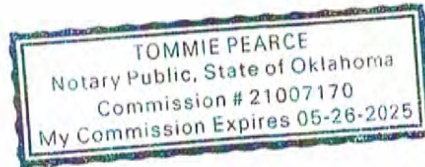
Subscribed and sworn before me this day:

9th Day of November 2023

Tommie Pearce

Notary Public

9.20.2025  
My commission expires



(This affidavit shall accompany the proposal)

# Independent School District #29 of Cleveland County, OK d/b/a Norman Public Schools

## Declaration by Vendor Regarding Prohibition of Sex Offenders on School Premises

The undersigned, Kristen Fry, represents that he/she is the owner or an officer of Waggoners Heating + Air Cond., who has the authority to make this declaration to the Independent School District #29 of Cleveland County, OK d/b/a Norman Public Schools, as required by Section 6-101.48 of title 70 of the Oklahoma Statutes. I declare that no employee working on school premises during normal working hours under the authority of the above named company or business has been convicted in this State, the United States or another state of any sex offense subject to the Sex Offenders

Registration Act or is subject to another state's or the federal sex offender registration provisions. I further understand that Title 57, O.S. Supp. 1999, Section 589 provides as follows, to-wit:

It is unlawful for any person registered pursuant to the Oklahoma Sex Offenders Registration Act to work with or provide services to children or to work on school premises, or for any person or business who offers or provides services to children or contracts for work to be performed on school premises to knowingly and willfully allow any employee to work with children or to work on school premises who is registered pursuant to the Oklahoma Sex Offenders Registration Act. Upon conviction for any violation of the provisions of this subsection, the violator shall be guilty of a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00). In addition, the violator may be liable for civil damages.

I further declare that so long as the undersigned performs work or provides services to the Independent School District #29 of Cleveland County, OK d/b/a Norman Public Schools that the undersigned will at all times comply with the statutory provisions described herein.

Dated this 30th day of November, 2023

Vendor Name (type or print) Waggoners Heating + Air Conditioning Inc.

Authorized Representative (type or print) Kristen Fry

Authorized Representative's Signature Kristen Fry

Federal ID # or Social Security Number 73-1004696

Return Declaration to: **Independent School District #29 of  
Cleveland County, Oklahoma  
d/b/a Norman Public Schools  
Purchasing Department  
131 South Flood  
Norman, OK 73069**

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Waggoners' Heating &amp; Air Conditioning, Inc.</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input checked="" type="checkbox"/> C Corporation
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> S Corporation
<input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Partnership
<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Trust/estate
<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>1351 E Indian Hills Rd.</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Norman, OK 73071</b>	
<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
7	3	-	1	0	0	4	6	9	6

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Kristen Grey</i>	Date ▶ <i>11/22/2023</i>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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(703) 684-2882  
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American Council of Engineering Companies  
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(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
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ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between  
\_\_\_\_\_  
Norman Public Schools (“Owner”) and  
\_\_\_\_\_  
KSA Engineers, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Design of site utilities, grading, drainage and paving in connection with the Norman Public Schools  
Aviation Academy. (“Project”).

Engineer's services under this Agreement are generally identified as follows:

Preliminary Design, final design, bidding and construction administration phase services

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs,

instructions, reports, data, and information in performing or furnishing services under this Agreement.

## **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

### *3.01 Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

### *3.02 Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are unforeseeably changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably, subject to the opportunity for Owner to address and written approval by Owner.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, in writing, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

## **ARTICLE 4 – INVOICES AND PAYMENTS**

### *4.01 Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

### *4.02 Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

Engineer may, after giving ~~fourteen~~ seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may subsequently, invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

### ~~5.02 *Designing to Construction Cost Limit*~~

- ~~A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.~~

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer’s services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer’s services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and regulations.
  - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. ~~provided to Engineer in writing.~~ Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner’s responsibilities or to Engineer’s scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the “Standard General Conditions of the Construction Contract” as prepared by the Engineers Joint

Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. ~~Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.~~

#### 6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. ~~If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.~~
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. ~~All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.~~
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. Suspension:

By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

By Engineer: Engineer may, after giving ~~seven~~ fourteen days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer. Owner has the fourteen days to remedy the cause of delay.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

By Engineer:

- 1) upon ~~fourteen~~ seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon ~~30~~ seven days written notice if the Engineer's services for the Project are unreasonably delayed or suspended for more than 90 days for reasons beyond Engineer's control.
- 3) Engineer shall have no liability to Owner on account of such termination.

Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

For convenience,

By Owner effective upon Engineer's receipt of notice from Owner.

- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
  1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
  2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly

attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using hourly methods and rates for Additional Services as set forth in Exhibit C.

#### 6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- B. Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled in the federal and state courts in Cleveland County, Oklahoma.

#### 6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

#### 6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

## 6.09 *Environmental Condition of Site*

- A. Owner has disclosed, or will disclose, to the extent within actual knowledge of Owner, to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the Owner's actual best-of-its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify, in writing, (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

## 6.10 *Indemnification and Mutual Waiver*

- A. ***Indemnification by Engineer:*** To the fullest extent permitted by law, Engineer shall indemnify, defend, and hold harmless Owner, and Owner's officers, directors, members, partners, agents, representatives, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

- B. ***Indemnification by Owner:*** Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. ***Environmental Indemnification:*** To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. ***Percentage Share of Negligence:*** To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. ***Mutual Waiver:*** To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Project.

#### 6.11 *Miscellaneous Provisions*

- A. ***Notices:*** Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. ***Survival:*** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. ***Severability:*** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. ***Waiver:*** A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:

*Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

*Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

*Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

*Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

*Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.

*Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

*Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

*Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.

*Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

*Contractor* – The entity or individual with which Owner has entered into a Construction Contract.

*Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

*Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

*Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

*Engineer* – The individual or entity named as such in this Agreement.

*Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

*Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

*Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

*PCBs* – Polychlorinated biphenyls.

*Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.

*Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

*Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

*Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

*Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

*Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

*Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

*Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

*Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

*Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

*Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

*Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended, or for which a certificate of occupancy has been issued by the applicable governing jurisdiction. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

*Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

*Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

*Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Not Included
- E. Exhibit E, Not Included
- F. Exhibit F, Not Included
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Not Included
- K. Exhibit K, Amendment to Owner-Engineer Agreement.
- L. Exhibit L, Not Included
- M. Exhibit M, Not Included

### 8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This

Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

"fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Scanned Reproductions*

- A. The parties agree and stipulate that the original of this Agreement, including the signature page and any attachments, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Norman Public Schools

Engineer: KSA Engineers, Inc.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Justin Milner

Name: Joncie H. Young, P.E.

Title: Assistant Superintendent & COO

Title: Director of Client Services

Date Signed: \_\_\_\_\_

Date Signed: December 8, 2023

Engineer License or  
Firm's Certificate No. 2175

State of: Oklahoma

Address for giving notices:  
131 South Flood Ave.

Address for giving notices:  
140 East Tyler Street

Norman, OK 73069

Suite 600

Longview, TX 75601

Designated Representative (Paragraph 8.03.A):  
Justin Milner

Designated Representative (Paragraph 8.03.A):  
James McKenzie, P.E.

Title: Assistant Superintendent & COO

Title: Senior Project Manager

Phone Number: 405.366.5874

Phone Number: 972.542.2995

Facsimile Number: \_\_\_\_\_

Facsimile Number: 888.224.9418

E-Mail Address: jmilner@normanps.org

E-Mail Address: jmckenzie@ksaeng.com

This is **EXHIBIT A**, consisting of 15 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_.

## **Engineer's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### ~~A1.01 Study and Report Phase~~

##### ~~A. Engineer shall:~~

~~Consult with Owner to define and clarify Owner's requirements for the Project and available data.~~

~~Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.~~

~~Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.~~

~~Identify and evaluate alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.~~

~~Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.~~

~~Perform or provide the following additional Study and Report Phase tasks or deliverables:  
None~~

~~Furnish three review copies of the Report and any other deliverables to Owner within \_\_\_\_\_ calendar days of the Effective Date and review it with the Owner. Within fifteen calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.~~

~~Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish \_\_\_\_\_ copies of the revised Report and any other deliverables to the Owner within \_\_\_\_\_ calendar days of receipt of Owner's comments.~~

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.~~

#### A1.02 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

~~Provide necessary field surveys and topographic and Request available utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.~~

Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.

Perform or provide the following additional Preliminary Design Phase tasks or deliverables:  
None

Furnish three review copies of the Preliminary Design Phase documents and any other deliverables to Owner ~~within \_\_\_\_\_ calendar days of authorization to proceed with this phase,~~ and review them with Owner. Within fifteen calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.

~~Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner \_\_\_\_\_ copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables, within \_\_\_\_\_ calendar days after receipt of Owner's comments.~~

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

Perform or provide the following additional Final Design Phase tasks or deliverables: None

Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within fifteen days of receipt, Owner shall submit to Engineer any comments and, ~~subject to the provisions of Paragraph 6.01.G,~~ instructions for revisions.

Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit three final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner, ~~within \_\_\_\_\_ calendar days after receipt of Owner's comments and instructions.~~

- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals ~~required by Paragraph A1.03.A.6~~ have been delivered to Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement as mutually agreed upon with the Owner.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.

Issue addenda as appropriate to clarify, correct, or change the bidding documents.

Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.

If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, ~~but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.~~

Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: None

- ~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors. (except as may be required if Exhibit F is a part of this Agreement).~~

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

*General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

~~*Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties,~~

~~responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.~~

*Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.

*Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

*Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

*Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

*Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws

and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

*Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

*Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

*Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.

*Shop Drawings and Samples:* Review and approve, with reasonable promptness, or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted, and shall not unreasonably delay or hinder progress of the Contractor's Work.

*Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, ~~but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~

*Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

*Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or

progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

*Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

*Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph

~~A1.05.A.11~~, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ~~The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.~~

*Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

*Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: None.

*Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice ~~in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work")~~ that the Work is acceptable ~~(subject to the provisions of Paragraph A1.05.A.15.b)~~ to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, and mutual agreement of Owner and Engineer, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

#### ~~A1.06 Post Construction Phase~~

- ~~A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:~~

~~Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.~~

~~Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.~~

~~1. Perform or provide the following additional Post Construction Phase tasks or deliverables:  
None~~

~~B. The Post Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

## **PART 2 – ADDITIONAL SERVICES**

### *A2.01 Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner in Attachment A-1 or in subsequent Amendments to this Agreement, Engineer shall furnish or obtain from others Additional Services of the types listed below.

Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

To the extent unforeseen and not caused by or arising from failures of Engineer, services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by unforeseen changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

~~Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.~~

Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

~~Providing renderings or models for Owner's use.~~ necessary field surveys and topographic surveys for design purposes.

Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and

cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

Furnishing services of Consultants for other than Basic Services.

Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office. Such additional services shall not be applicable to engineers traveling from satellite offices of the Engineer outside of the Engineer's Norman office.

Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes. Such additional services shall not be applicable to coordination work to the extent necessary with the University of Oklahoma, the FAA or Max Westheimer Airport.

Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services., ~~except when such assistance is required by Exhibit F.~~

Providing construction surveys and staking to enable Contractor to perform its work ~~other than as required under Paragraph A1.05.A.6,~~ and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.

Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.

Preparation of operation and maintenance manuals.

Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

Assistance in connection with the adjusting of Project equipment and systems.

Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

1. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.

Overtime work requiring higher than regular rates.

Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

Providing the services of a Resident Project Representative (RPR) at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

#### A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner in writing in advance that Engineer intends to ~~will immediately commence to~~ perform or furnish the Additional Services and charge additional fees for ~~of~~ the types listed below unless Owner objects to the charges within three business days of notice. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner if the Owner has not responded within such time frame. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

Services in connection with work change directives and change orders to reflect changes requested by Owner.

Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective,

neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.

Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

**PART 3 – SCHEDULE**

A3.01 Times for rendering the services described in this Agreement are as follows.

<b>Item</b>	<b>Calendar Days From Notice to Proceed</b>
Notice to Proceed from Owner to KSA	0
Complete Preliminary Design Phase	90
Complete Final Design Phase	180
Advertise for Bids (minimum 2 notices)	TBD
Pre-Bid Conference	
Open Bids	
Award Bid	
Execute Construction Contract	
Pre-Construction Conference; Issue Notice to Proceed	
Start Construction Phase	TBD
Complete Construction Phase	

Note:

Should review times exceed those identified above, the project schedule will be extended accordingly.

This is **Attachment A-1 to EXHIBIT A**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_.

**Additional Services of Engineer**

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B. Additional Services of ENGINEER: As noted below, the ENGINEER is hereby authorized to perform the following additional services as outlined in Exhibit A – Paragraphs 2.01 and 2.02:

Included	Excluded		
<input type="checkbox"/>	<input type="checkbox"/>	a.	Design Survey
<input type="checkbox"/>	<input type="checkbox"/>	b.	Grant or Loan Application
<input type="checkbox"/>	<input type="checkbox"/>	c.	Storm Water Pollution Prevention Plan
<input type="checkbox"/>	<input type="checkbox"/>	d.	Environmental Assessment
<input type="checkbox"/>	<input type="checkbox"/>	e.	Environmental Information Document
<input type="checkbox"/>	<input type="checkbox"/>	f.	Resident Project Representative Services
<input type="checkbox"/>	<input type="checkbox"/>	g.	Construction Staking
<input type="checkbox"/>	<input type="checkbox"/>	h.	Geotechnical Investigation
<input type="checkbox"/>	<input type="checkbox"/>	i.	Materials Testing
<input type="checkbox"/>	<input type="checkbox"/>	j.	Analytical Testing
<input type="checkbox"/>	<input type="checkbox"/>	k.	Reimbursable Expenses (Mileage, Printing, Postage & etc.)
<input type="checkbox"/>	<input type="checkbox"/>	l.	Easement or Boundary Surveys
<input type="checkbox"/>	<input type="checkbox"/>	m.	Easement or Boundary Descriptions
<input type="checkbox"/>	<input type="checkbox"/>	n.	Land Acquisition Services
<input type="checkbox"/>	<input type="checkbox"/>	o.	TxDOT Utility Permits
<input type="checkbox"/>	<input type="checkbox"/>	p.	Operation and Maintenance Manual
<input type="checkbox"/>	<input type="checkbox"/>	q.	Other:
<input type="checkbox"/>	<input type="checkbox"/>	r.	Other:
<input type="checkbox"/>	<input type="checkbox"/>	s.	Other:
<input type="checkbox"/>	<input type="checkbox"/>	t.	Other:
<input type="checkbox"/>	<input type="checkbox"/>	u.	Other:
<input type="checkbox"/>	<input type="checkbox"/>	v.	Other:
<input type="checkbox"/>	<input type="checkbox"/>	w.	Other:

Fees associated with Authorized Additional Services are shown in Exhibit C.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_.

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement and unless otherwise provided in Exhibit A, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - Property descriptions.
  - Zoning, deed, and other land use restrictions.
  - Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  - Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  - Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
  - Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: None

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_.

## **Payments to Engineer for Services and Reimbursable Expenses**

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

### **ARTICLE 2 – OWNER'S RESPONSIBILITIES**

#### *C2.01 Method of Payment*

- A. Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in Attachment C-1:
  - 1. Method A: Lump Sum
  - 2. Method B: Standard Hourly Rates

#### *C2.02 Explanation of Methods*

- A. Method A – Lump Sum
  - 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
  - 2. The Lump Sum will include compensation for Engineer's services, services of Consultants, and reimbursable expenses, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
  - 3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.
- B. Method B – Standard Hourly Rates
  - 1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any.
  - 2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
  - 3. Engineer's Standard Hourly Rates and Reimbursable Expenses Schedule are attached to this Exhibit as Attachment C-2.

4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and Consultants' charges, if any.
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

### C2.03 *Reimbursable Expenses*

~~Costs incurred by Engineer in the performance of the Task Order in the following categories constitute Reimbursable Expenses:~~

- ~~A. Transportation and subsistence incidental thereto; advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, faxes, and telegrams; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required under Exhibit A. If authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment. Reimbursable expenses shall be paid at rates set forth in Attachment C-1 to this Exhibit C which shall be adjusted annually (as of the date of the Agreement) to reflect equitable changes in the rates.~~
- ~~B. The amounts payable to Engineer for Reimbursable Expenses will be the project specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.0.~~

### C2.04 *Consultant Charges*

- A. The amount payable to Engineer for Additional Services performed by the Engineer's Consultants shall be equal to 1.15 times the consultant's charges for these services.

### C2.05 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding, a rate of 1.5 times the witness's standard hourly rate will be assessed. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

### C2.06 *Other Provisions Concerning Payment*

- A. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*

1. Engineer's estimate of the amounts that will become payable for services provided on the basis of hourly rates and reimbursable expenses are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall promptly give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Attachment C-1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_.

**Services and Fees**

Work Task	Study & Report Phase	Preliminary Design Phase	Final Design Phase	Bidding Phase	Construction Phase (See Note Two)	Commissioning Phase	Total	Payment Method (See Note 1)
Basic Services	0.00	159,185	153,740	7,190	50,100	0.00	370,215	<b>Lump Sum</b>
<b>Subtotal</b>	0.00	159,185	153,740	7,190	50,100	0.00	370,215	

								<b>Hourly Rate and Reimbursable Expenses</b>
<b>Subtotal</b>								
<b>Total</b>	0.00	159,185	153,740	7,190	50,100	0.00	370,215	

Notes:

<sup>1</sup> Fees shown for services to be provided on the basis of Hourly Rates and Reimbursable Expenses are estimated only and are not considered lump sum or not-to-exceed values.

<sup>2</sup> Construction Phase Basic Service assumes a construction period of TBD consecutive calendar days. ENGINEER shall be eligible for additional compensation if construction is extended beyond this period and such extension is not in any way the fault of the Engineer.

This is **Attachment C-2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Standard Form of Agreement between Owner and Engineer for Professional Services**, dated \_\_\_\_\_.

## **Hourly Rate and Reimbursable Expense Schedule**

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Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Principal	\$290.00/hour
Senior Aviation Planner	\$220.00/hour
Aviation Planner	\$180.00/hour
Electrical Engineer	\$185.00/hour
Electrical Design Engineer	\$155.00/hour
Senior Project Manager	\$235.00/hour
Project Manager	\$190.00/hour
Senior Project Engineer	\$180.00/hour
Project Engineer	\$155.00/hour
Senior Design Engineer	\$145.00/hour
Design Engineer	\$125.00/hour
Senior Project Architect	\$220.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
Senior Engineering Technician	\$205.00/hour
Engineering Technician	\$110.00/hour
Senior Design Technician	\$125.00/hour
Design Technician	\$ 90.00/hour
Project Assistant	\$120.00/hour
Senior CAD Technician	\$100.00/hour
CAD Technician	\$ 90.00/hour
Senior Project Representative	\$115.00/hour
Project Representative	\$100.00/hour
Graphic Designer	\$ 75.00/hour
Grant Administrator	\$135.00/hour
Administrative Assistant	\$ 90.00/hour
Secretary	\$ 60.00/hour
Three-Man Survey Crew	\$200.00/hour
Two-Man Survey Crew	\$170.00/hour
Senior Registered Surveyor	\$180.00/hour
Registered Surveyor	\$150.00/hour
Senior Survey Technician	\$120.00/hour
Survey Technician	\$100.00/hour
Mileage	\$ 0.65/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

**NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.**

**Insurance**

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Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraphs 6.04.A and 6.04.B of the Agreement are as follows:

1. *By Engineer:*
  - a. Workers' Compensation: Statutory
  - b. Employer's Liability –
    - 1) Each Accident: \$500,000
    - 2) Disease, Policy Limit: \$500,000
    - 3) Disease, Each Employee: \$500,000
  - c. General Liability –
    - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
    - 2) General Aggregate: \$2,000,000
  - d. Excess or Umbrella Liability –
    - 1) Each Occurrence: \$2,000,000
    - 2) General Aggregate: \$2,000,000
  - e. Automobile Liability –
    - 1) Combined Single Limit (Bodily Injury and Property Damage):  
Each Accident \$1,000,000
  - f. Professional Liability –

- |    |                        |             |
|----|------------------------|-------------|
|    | 1) Each Claim Made:    | \$2,000,000 |
|    | 2) Annual Aggregate:   | \$2,000,000 |
| g. | Other (specify): _____ | \$_____     |
2. *By Owner:*
- |    |   |             |
|----|---|-------------|
| a. | Workers' Compensation:  | Statutory   |
| b. | Employer's Liability –  |             |
|    | 1) Each Accident  | \$500,000   |
|    | 2) Disease, Policy Limit                                      | \$500,000   |
|    | 3) Disease, Each Employee                                     | \$500,000   |
| c. | General Liability –   |             |
|    | 1) General Aggregate:   | \$2,000,000 |
|    | 2) Each Occurrence (Bodily Injury and Property Damage):       | \$1,000,000 |
| d. | Excess Umbrella Liability --                                  |             |
|    | 1) Each Occurrence:   | \$2,000,000 |
|    | 2) General Aggregate:   | \$2,000,000 |
| e. | Automobile Liability –  |             |
|    | 1) Combined Single Limit (Bodily Injury and Property Damage): |             |
|    | Each Accident   | \$1,000,000 |
| f. | Other (specify): _____  | \$_____     |

~~B. Additional Insureds:~~

- ~~1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B.~~

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_.

## **Dispute Resolution**

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Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

### H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by ~~*insert name of mediator, or mediation service*~~. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction in Cleveland County, Oklahoma.

This is **EXHIBIT I**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_.

## **Limitations of Liability**

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Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

### *A. Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$2,000,000.
  
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10, ~~the Engineer and Engineer's~~ neither party, nor their officers, directors, members, partners, agents, Consultants, and employees shall ~~not~~ be liable to ~~Owner~~ the other party or anyone claiming by, through, or under ~~the other~~ Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of ~~Engineer or Engineer's~~ the other party's officers, directors, members, partners, agents, employees, or Consultants, ~~and including but not limited to:~~
  
3. *Agreement Not to Claim for Cost of Certain Change Orders:* ~~Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of~~

~~imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement (“Covered Change Orders”). Accordingly, Owner agrees not to sue or to make any claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed \_\_\_\_\_% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer’s officers, directors, members, partners, agents, employees, and Consultants.~~

- B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner’s officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C. **Indemnification by Engineer: To the fullest extent permitted by law, Engineer shall indemnify, defend, and hold harmless Owner, and Owner’s officers, directors, members, partners, agents, representatives, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer’s officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Item A.1.**

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No.**

*1. Background Data:*

- a. Effective Date of Owner-Engineer Agreement: \_\_\_\_\_
- b. Owner: Norman Public Schools
- c. Engineer: KSA Engineers, Inc.
- d. Project: \_\_\_\_\_

*2. Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

*5. Agreement Summary (Reference only)*

- a. Original Agreement amount: \$ \_\_\_\_\_
- b. Net change for prior amendments: \$ \_\_\_\_\_
- c. This amendment amount: \$ \_\_\_\_\_
- d. Adjusted Agreement amount: \$ \_\_\_\_\_

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER: Norman Public Schools

ENGINEER: KSA Engineers, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

University of Oklahoma  
 OUN Oklahoma Aviation Academy  
 KSA Project No. 102656  
 Manhour Projection and Fee Calculation for Services  
 Version: December 8, 2023

Task ID	Task Description	Projected Manhours							Total Man Hours	Travel Expenses, Mileage & Per Diem (\$0.65/mile)	Total
		Principal in Charge	Senior Project Manager	Project Engineer	Electrical Engineer	Senior CAD Technician	Senior Planner	Project Assistant			
<b>Task 1 - Preliminary Design</b>											
1.01	Project Management	8	24					8	40		\$8,920
1.02	Project Kick-Off Meeting & Site Visit		8	8					16		\$3,120
1.03	Monthly Coordination Teleconferences		8	8				4	20		\$3,600
1.04	Coordination with Architect & Other Consultants		8	8	4			2	22		\$4,100
1.05	Review Existing Plans and Documentation		8	16	8	4		4	40		\$6,720
1.06	Prepare and Submit FAA Environmental (Assumes CATEX)		4	12		12	24	4	56		\$9,760
1.07	Preliminary Drainage Calculations		4	40		16			60		\$8,740
1.08	Gas Utility Coordination		4	8					12		\$2,180
1.09	Pavement Section Calculations		4	16					20		\$3,420
1.10	Preliminary Design Plans								0		\$0
1.11	Title Sheet		1	1		2			4		\$590
1.12	Sheet Index and Summary of Quantities		1	4		2			7		\$1,055
1.13	General Notes		2	4		4			10		\$1,490
1.14	Site Plan		8	16		24			48		\$6,760
1.15	Construction Safety and Phasing Plan		2	4		8			14		\$1,890
1.16	Demolition Plan		8	24	4	24			60		\$8,740
1.17	Parking Lot Layout Plan		4	8		16			28		\$3,780
1.18	Sidewalk Plan		2	4		8			14		\$1,890
1.19	Paving Details		2	4		8			14		\$1,890
1.20	Grading Plan		4	36		16			56		\$8,120
1.21	Drainage Area Map		4	16		8			28		\$4,220
1.22	Drainage Plan		8	24		24			56		\$8,000
1.23	Stormwater Pollution Prevention Plan		2	4		4			10		\$1,490
1.24	Erosion Control Plan		4	8		16			28		\$3,780
1.25	Pavement Marking Plan and Details		4	8		16			28		\$3,780
1.26	Water Utility Plan		16	24		24			64		\$9,880
1.27	Sanitary Sewer Utility Plan		16	24		24			64		\$9,880
1.28	Electrical Utility Plan		2	8	16	24			50		\$7,070
1.29	Telecommunications Plan		2	8	12	16			38		\$5,530
1.30	Preliminary EOPCC		4	8	2	8		2	24		\$3,590
1.31	Preliminary Project Specifications			8	16			4	28		\$4,840
1.32	QC Review	4	8		4				16		\$3,780
1.33	Submit Preliminary Documents		4	8		8		4	24		\$3,460
1.34	Attend Preliminary Review Meeting			8	8				16		\$3,120
<b>Phase Totals</b>		<b>12</b>	<b>196</b>	<b>385</b>	<b>50</b>	<b>316</b>	<b>24</b>	<b>32</b>	<b>1015</b>	<b>\$0</b>	<b>\$159,185</b>

University of Oklahoma  
 OUN Oklahoma Aviation Academy  
 KSA Project No. 102656  
 Manhour Projection and Fee Calculation for Services  
 Version: December 8, 2023

Task ID	Task Description	Projected Manhours							Total Man Hours	Travel Expenses, Mileage & Per Diem (\$0.65/mile)	Total
		Principal in Charge	Senior Project Manager	Project Engineer	Electrical Engineer	Senior CAD Technician	Senior Planner	Project Assistant			
<b>Task 2 - Final Design</b>											
2.01	Project Management	2	16					2	20		\$4,580
2.02	Monthly Coordination Teleconferences		8	8				4	20		\$3,600
2.03	Coordination with Architect		8	8	4			2	22		\$4,100
2.04	Final Drainage Calculations		4	24		8			36		\$5,460
2.05	Gas Utility Coordination		4	8					12		\$2,180
2.06	Final Design Plans								0		\$0
2.07	Title Sheet					1			1		\$100
2.08	Sheet Index and Summary of Quantities					2			2		\$200
2.09	General Notes		2	2		2			6		\$980
2.10	Site Plan		8	16		24			48		\$6,760
2.11	Construction Safety and Phasing Plan		2	4		8			14		\$1,890
2.12	Construction Safety and Phasing Details			2		4			6		\$710
2.13	Demolition Plan		8	8	4	16			36		\$5,460
2.14	Parking Lot Layout Plan		4	8		16			28		\$3,780
2.15	Sidewalk Plan		2	4		8			14		\$1,890
2.16	Paving Details		2	4		8			14		\$1,890
2.17	Grading Plan		4	16		16			36		\$5,020
2.18	Drainage Area Map		4	16		8			28		\$4,220
2.19	Drainage Plan		8	24		24			56		\$8,000
2.20	Drainage Details		4	8		24			36		\$4,580
2.21	Stormwater Pollution Prevention Plan		2	4		4			10		\$1,490
2.22	Erosion Control Plan		4	8		8			20		\$2,980
2.23	Erosion Control Details		2	4		4			10		\$1,490
2.24	Pavement Marking Plan and Details		2	4		8			14		\$1,890
2.25	Water Utility Plan		12	24		24			60		\$8,940
2.26	Water Utility Details		8	24		24			56		\$8,000
2.27	Sanitary Sewer Utility Plan		12	24		24			60		\$8,940
2.28	Sanitary Sewer Utility Details		8	24		24			56		\$8,000
2.29	Electrical Utility Plan		2	8	12	16			38		\$5,530
2.30	Electrical Utility Details			4	8	16			28		\$3,700
2.31	Telecommunications Plan		2	8	12	16			38		\$5,530
2.32	Telecommunications Details			4	8	16			28		\$3,700
2.33	Preliminary EOPCC		4	8	2	8		2	24		\$3,590
2.34	Preliminary Project Specifications			8	16			4	28		\$4,840
2.35	QC Review	4	8	8					20		\$4,280
2.36	Submit Preliminary Documents		4	8		8		4	24		\$3,460
2.37	Attend Final Review Meeting		8	8					16		\$3,120
2.38	Prepare & Submit Obstruction Evaluation/Airport Airspace Analysis		4	8		12	6	4	34		\$5,180
2.39	Address Final Review Meeting Comments		2	4	2	8			16		\$2,260
2.40	Submit Sealed Bid Documents		2	2		4		2	10		\$1,420
<b>Phase Totals</b>		<b>6</b>	<b>182</b>	<b>362</b>	<b>52</b>	<b>393</b>	<b>6</b>	<b>24</b>	<b>1025</b>	<b>\$0</b>	<b>\$153,740</b>

University of Oklahoma  
 OUN Oklahoma Aviation Academy  
 KSA Project No. 102656  
 Manhour Projection and Fee Calculation for Services  
 Version: December 8, 2023

Task ID	Task Description	Projected Manhours							Total Man Hours	Travel Expenses, Mileage & Per Diem (\$0.65/mile)	Total
		Principal in Charge	Senior Project Manager	Project Engineer	Electrical Engineer	Senior CAD Technician	Senior Planner	Project Assistant			
<b>Task 3 - Bidding</b>											
3.01	Prepare Addenda		4	4		8			16		\$2,360
3.02	Attend Pre-Bid Meeting		8						8		\$1,880
3.03	Answer Bidder Questions		4	8	2	4			18		\$2,950
<b>Phase Totals</b>		<b>0</b>	<b>16</b>	<b>12</b>	<b>2</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>\$0</b>	<b>\$7,190</b>
<b>Task 4 - Construction</b>											
4.01	Project Management	4	24						28		\$6,800
4.02	Attend Pre-Construction Conference		8	2					10		\$2,190
4.03	Attend Pre-Pave Meeting		8	2					10		\$2,190
4.04	Construction Site Visits (8)		32	32					64		\$12,480
4.05	Review Contractor Submittals		8	16	8	16		8	56		\$8,400
4.06	Respond to Contractor RFIs		16	24	8	4		8	60		\$10,320
4.07	Punchlist Visit and Preparation		10	4	2				16		\$3,340
4.08	Punchlist Verification Visit		8						8		\$1,880
4.09	Prepare Record Drawings		2	4	2	8		2	18		\$2,500
<b>Phase Totals</b>		<b>4</b>	<b>116</b>	<b>84</b>	<b>20</b>	<b>28</b>	<b>0</b>	<b>18</b>	<b>270</b>	<b>\$0</b>	<b>\$50,100</b>
<b>Total Projected Manhours</b>		<b>22</b>	<b>510</b>	<b>843</b>	<b>124</b>	<b>749</b>	<b>30</b>	<b>74</b>	<b>2352</b>		
<b>Hourly Rate</b>		<b>\$290</b>	<b>\$235</b>	<b>\$155</b>	<b>\$185</b>	<b>\$100</b>	<b>\$220</b>	<b>\$120</b>			
<b>Total Estimated Cost</b>		<b>\$6,380</b>	<b>\$119,850</b>	<b>\$130,665</b>	<b>\$22,940</b>	<b>\$74,900</b>	<b>\$6,600</b>	<b>\$8,880</b>	<b>\$370,215</b>	<b>\$0</b>	<b>\$370,215</b>



## Norman Public Schools Fundraising Activity Request (including food fundraisers\*)

**Applicant:** Complete this form (one per fundraiser) and submit it to your building Principal **prior to** starting a fundraising activity. Only Board of Education approved fundraising activities will be allowed.

\*All fundraisers involving food must be approved 30 days prior to fundraiser start date. No fundraisers involving food may occur during any cafeteria serving times. The length of any one food fundraiser may not exceed 14 school days. **Food fundraisers must answer this question:**

**Does the activity comply with the district's wellness policy? ([BOE Policy 2004](#))** **YES**                      **NO**  
If "no", this food fundraiser will use the site's exemption according to policy.

The individuals who will participate in and benefit from the fundraiser, (please give a detailed answer):

Site: \_\_\_\_\_ Participants/Beneficiaries: \_\_\_\_\_

The type of fundraiser (sale, raffle, crowdfunding, etc.), include specific products or services to be sold, auctioned, or the crowdfunding website to be used, as applicable.

The proposed dates for the fundraiser: \_\_\_\_\_ to \_\_\_\_\_

The district employee who will oversee the fundraiser\*\*: \_\_\_\_\_

The estimated amount of revenue to be generated (per unit and in total): \_\_\_\_\_

Description of the use of funds:

Project# \_\_\_\_\_ Sub Account # \_\_\_\_\_

**\*\*By completing and signing this form, you agree to abide by all of the following procedural safeguards:**

- Turn in all funds collected to the site financial secretary on a daily basis;
- Maintain a record of all funds (i.e. receipts) collected and provide these records with the funds;
- Agree to and ensure that all funds are to be deposited into the School Activity Fund.

Signature of employee overseeing fundraiser:                     Kristine Firth                    

\*If a request involves the sale of food, the request must be sent to the district Health Services Coordinator before submission to the Assistant Superintendent of Student Services.

Date reviewed by Principal:           11/27/23              **Approved**                      **Denied**  
Signature           Rachelle Roberts          

Date reviewed by Health Services: \_\_\_\_\_    **Approved**                      **Denied**  
Signature \_\_\_\_\_

Date reviewed by Director of Student Services:           11/29/23              **Approved**                      **Denied**  
Signatures           Jennifer Beer          

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RETURN COMPLETED FORM TO ASC Finance Office

## Norman Public Schools Fundraising Activity Request (including food fundraisers\*)

**Applicant:** Complete this form (one per fundraiser) and submit it to your building Principal **prior to** starting a fundraising activity. Only Board of Education approved fundraising activities will be allowed.

\*All fundraisers involving food must be approved 30 days prior to fundraiser start date. No fundraisers involving food may occur during any cafeteria serving times. The length of any one food fundraiser may not exceed 14 school days. **Food fundraisers must answer this question:**

**Does the activity comply with the district's wellness policy? ([BOE Policy 2004](#))** YES      NO  
If "no", this food fundraiser will use the site's exemption according to policy.

The individuals who will participate in and benefit from the fundraiser, (please give a detailed answer):

Site: \_\_\_\_\_ Participants/Beneficiaries: \_\_\_\_\_

The type of fundraiser (sale, raffle, crowdfunding, etc.), include specific products or services to be sold, auctioned, or the crowdfunding website to be used, as applicable.

The proposed dates for the fundraiser: \_\_\_\_\_ to \_\_\_\_\_

The district employee who will oversee the fundraiser\*\*: \_\_\_\_\_

The estimated amount of revenue to be generated (per unit and in total): \_\_\_\_\_

Description of the use of funds:

Project# \_\_\_\_\_ Sub Account # \_\_\_\_\_

**\*\*By completing and signing this form, you agree to abide by all of the following procedural safeguards:**

- Turn in all funds collected to the site financial secretary on a daily basis;
- Maintain a record of all funds (i.e. receipts) collected and provide these records with the funds;
- Agree to and ensure that all funds are to be deposited into the School Activity Fund.

Signature of employee overseeing fundraiser: Savannah Melton

\*If a request involves the sale of food, the request must be sent to the district Health Services Coordinator before submission to the Assistant Superintendent of Student Services.

Date reviewed by Principal: 11/17/23      Approved      Denied

Signature Hallie Wright

Date reviewed by Health Services: \_\_\_\_\_      Approved      Denied

Signature \_\_\_\_\_

Date reviewed by Director of Student Services: 11/29/23      Approved      Denied

Signatures Jennifer Beer

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RETURN COMPLETED FORM TO ASC Finance Office

Health Services Use Only: Exemption \_\_\_\_\_ of \_\_\_\_\_ Semester \_\_\_\_\_

School	Grade	Capacity 01/01/2024	11/30/23 Student Count	Open Space Available
BBA 1/2 Day Kinderberry (Jackson)	BB 1/2 D Pre-K	40	27	13
BAA 1/2 Day McFarlin (Madison)	BB 1/2 D Pre-K	40	17	23
BBA Extended Grace (Cleveland)	BB Pre-K	20	15	5
BBA Extended CCFI (Jefferson)	BB Pre-K	20	18	2
<b>Adams</b>	<b>Pre-K</b>	35	34	1
	<b>K</b>	60	66	0
	<b>1</b>	80	81	0
	<b>2</b>	84	83	1
	<b>3</b>	66	72	0
	<b>4</b>	92	89	3
	<b>5</b>	72	71	1
<b>Cleveland</b>	<b>Pre-K</b>	20	20	0
	<b>K</b>	60	57	3
	<b>1</b>	80	71	9
	<b>2</b>	84	76	8
	<b>3</b>	88	84	4
	<b>4</b>	92	79	13
	<b>5</b>	96	98	0
<b>Eisenhower</b>	<b>Pre-K</b>	40	40	0
	<b>K</b>	80	71	9
	<b>1</b>	80	89	0
	<b>2</b>	84	92	0
	<b>3</b>	88	93	0
	<b>4</b>	92	94	0
	<b>5</b>	96	98	0
<b>Jackson</b>	<b>Pre-K 1/2 Day</b>	20	11	9
	<b>Pre-K</b>	20	19	1
	<b>K</b>	60	61	0
	<b>1</b>	80	50	30
	<b>2</b>	84	68	16
	<b>3</b>	88	67	21
	<b>4</b>	69	59	10
	<b>5</b>	72	68	4
<b>Jefferson</b>	<b>Pre-K 1/2 Day</b>	40	16	24
	<b>K</b>	60	54	6
	<b>1</b>	40	40	0
	<b>2</b>	63	49	14
	<b>3</b>	66	60	6
	<b>4</b>	69	52	17
	<b>5</b>	72	59	13
<b>Kennedy</b>	<b>Pre-K</b>	35	32	3
	<b>K</b>	80	77	3
	<b>1</b>	80	85	0

School	Grade	Capacity 01/01/2024	11/30/23 Student Count	Open Space Available
	2	84	70	14
	3	88	68	20
	4	92	67	25
	5	96	75	21
<b>Lakeview</b>	<b>Pre-K</b>	20	20	0
	K	40	27	13
	1	40	38	2
	2	42	33	9
	3	44	33	11
	4	46	42	4
	5	48	28	20
<b>Lincoln</b>	<b>Pre-K</b>	40	39	1
	K	40	34	6
	1	40	35	5
	2	42	42	0
	3	44	37	7
	4	46	33	13
	5	48	38	10
<b>Madison</b>	<b>Pre-K</b>	40	37	3
	K	60	49	11
	1	60	56	4
	2	63	66	0
	3	44	43	1
	4	69	46	23
	5	72	62	10
<b>McKinley</b>	<b>Pre-K</b>	40	39	1
	K	40	46	0
	1	60	50	10
	2	63	50	13
	3	66	68	0
	4	69	59	10
	5	72	58	14
<b>Monroe</b>	<b>Pre-K</b>	35	30	5
	K	80	54	26
	1	80	72	8
	2	84	71	13
	3	88	84	4
	4	69	70	0
	5	72	72	0
<b>Reagan</b>	<b>Pre-K 1/2 Day</b>	15	7	8
	<b>Pre-K</b>	40	40	0
	K	80	72	8
	1	80	85	0

School	Grade	Capacity 01/01/2024	11/30/23 Student Count	Open Space Available
	2	84	81	3
	3	88	69	19
	4	92	89	3
	5	96	77	19
<b>Roosevelt</b>	<b>Pre-K</b>	55	50	5
	<b>K</b>	80	76	4
	<b>1</b>	80	94	0
	<b>2</b>	84	84	0
	<b>3</b>	88	90	0
	<b>4</b>	92	95	0
	<b>5</b>	96	103	0
<b>Truman Pri</b>	<b>Pre-K</b>	60	56	4
	<b>K</b>	100	108	0
	<b>1</b>	100	99	1
	<b>2</b>	105	95	10
<b>Truman</b>	<b>3</b>	110	98	12
	<b>4</b>	115	98	17
	<b>5</b>	120	119	1
<b>Washington</b>	<b>Pre-K</b>	40	38	2
	<b>K</b>	80	70	10
	<b>1</b>	80	74	6
	<b>2</b>	84	78	6
	<b>3</b>	88	70	18
	<b>4</b>	92	69	23
	<b>5</b>	96	77	19
<b>Wilson</b>	<b>Pre-K</b>	20	20	0
	<b>K</b>	40	30	10
	<b>1</b>	40	41	0
	<b>2</b>	42	36	6
	<b>3</b>	44	30	14
	<b>4</b>	46	39	7
	<b>5</b>	48	38	10
<b>Alcott</b>	<b>6</b>	250	238	12
	<b>7</b>	285	237	48
	<b>8</b>	270	233	37
<b>Irving</b>	<b>6</b>	295	234	61
	<b>7</b>	285	247	38
	<b>8</b>	300	235	65
<b>Longfellow</b>	<b>6</b>	255	242	13
	<b>7</b>	255	235	20
	<b>8</b>	260	246	14
<b>Whittier</b>	<b>6</b>	385	374	11
	<b>7</b>	355	327	28

School	Grade	Capacity 01/01/2024	11/30/23 Student Count	Open Space Available
	8	385	373	12
<b>Norman High</b>	9	670	549	121
	10	660	563	97
	11	505	537	0
	12	460	451	9
<b>Norman North</b>	9	685	675	10
	10	670	599	71
	11	615	561	54
	12	535	511	24
<b>TOTAL CAPACITY</b>		<b>16133</b>	<b>14665</b>	<b>1468</b>

School	Grade	Capacity 7/1/2023	Capacity 10/01/2023	Capacity 01/01/2024	Capacity 04/01/2024
BBA 1/2 Day Kinderberry (Jackson)	BB Pre-K	20	40	40	
BAA 1/2 Day McFarlin (Madison)	BB Pre-K	40	40	40	
BBA Extended Grace (Cleveland)	BB Pre-K	20	20	20	
BBA Extended CCFI (Jefferson)	BB Pre-K	20	20	20	
Adams	Pre-K	35	35	35	
	K	80	60	60	
	1	80	80	80	
	2	84	84	84	
	3	88	66	66	
	4	92	92	92	
	5	96	72	72	
Cleveland	Pre-K	20	20	20	
	K	80	60	60	
	1	80	80	80	
	2	84	84	84	
	3	88	88	88	
	4	92	92	92	
	5	96	96	96	
Eisenhower	Pre-K	40	40	40	
	K	60	80	80	
	1	80	80	80	
	2	84	84	84	
	3	88	88	88	
	4	92	92	92	
	5	96	96	96	
Jackson	Pre-K 1/2 Day	40	20	20	
	Pre-K	20	20	20	
	K	60	60	60	
	1	80	80	80	
	2	84	84	84	
	3	66	88	88	
	4	69	69	69	
	5	48	72	72	
Jefferson	Pre-K 1/2 Day	40	40	40	
	K	60	60	60	
	1	40	40	40	
	2	63	63	63	
	3	66	66	66	
	4	69	69	69	
	5	72	72	72	
Kennedy	Pre-K	35	35	35	
	K	80	80	80	
	1	80	80	80	
	2	84	84	84	

School	Grade	Capacity 7/1/2023	Capacity 10/01/2023	Capacity 01/01/2024	Capacity 04/01/2024
	3	88	88	88	
	4	92	92	92	
	5	72	96	96	
Lakeview	Pre-K	20	20	20	
	K	40	40	40	
	1	40	40	40	
	2	42	42	42	
	3	44	44	44	
	4	46	46	46	
	5	24	48	48	
Lincoln	Pre-K	40	40	40	
	K	40	40	40	
	1	40	40	40	
	2	42	42	42	
	3	44	44	44	
	4	46	46	46	
	5	48	48	48	
Madison	Pre-K	40	40	40	
	K	60	60	60	
	1	60	60	60	
	2	63	63	63	
	3	66	44	44	
	4	69	69	69	
	5	48	72	72	
McKinley	Pre-K	40	40	40	
	K	60	40	40	
	1	60	60	60	
	2	63	63	63	
	3	66	66	66	
	4	69	69	69	
	5	72	72	72	
Monroe	Pre-K	35	35	35	
	K	80	80	80	
	1	80	80	80	
	2	84	84	84	
	3	88	88	88	
	4	69	69	69	
	5	72	72	72	
Reagan	Pre-K 1/2 Day	15	15	15	
	Pre-K	40	40	40	
	K	80	80	80	
	1	80	80	80	
	2	84	84	84	
	3	88	88	88	

School	Grade	Capacity 7/1/2023	Capacity 10/01/2023	Capacity 01/01/2024	Capacity 04/01/2024
	4	92	92	92	
	5	72	96	96	
Roosevelt	Pre-K	55	55	55	
	K	80	80	80	
	1	80	80	80	
	2	84	84	84	
	3	88	88	88	
	4	92	92	92	
	5	96	96	96	
Truman Pri	Pre-K	60	60	60	
	K	100	100	100	
	1	100	100	100	
	2	84	105	105	
Truman	3	110	110	110	
	4	115	115	115	
	5	120	120	120	
Washington	Pre-K	40	40	40	
	K	80	80	80	
	1	80	80	80	
	2	84	84	84	
	3	88	88	88	
	4	92	92	92	
	5	96	96	96	
Wilson	Pre-K	20	20	20	
	K	40	40	40	
	1	40	40	40	
	2	42	42	42	
	3	44	44	44	
	4	46	46	46	
	5	48	48	48	
Alcott	6	250	250	250	
	7	285	285	285	
	8	270	270	270	
Irving	6	295	295	295	
	7	285	285	285	
	8	300	300	300	
Longfellow	6	255	255	255	
	7	255	255	255	
	8	260	260	260	
Whittier	6	385	385	385	
	7	355	355	355	
	8	385	385	385	
Norman High	9	670	670	670	
	10	660	660	660	

School	Grade	Capacity 7/1/2023	Capacity 10/01/2023	Capacity 01/01/2024	Capacity 04/01/2024
	11	505	505	505	
	12	460	460	460	
Norman North	9	685	685	685	
	10	670	670	670	
	11	615	615	615	
	12	535	535	535	
<b>TOTAL CAPACITY</b>		<b>16078</b>	<b>16133</b>	<b>16133</b>	<b>0</b>

SY24 Quarterly Capacity for BOE

Capacity by Grade	7/1/23	10/1/23	1/1/24	4/1/24
Pre-K 1/2 day	155	155	155	0
Pre-K	580	580	580	0
K	1080	1040	1040	0
1	1100	1100	1100	0
2	1155	1176	1176	0
3	1210	1188	1188	0
4	1242	1242	1242	0
5	1176	1272	1272	0
6	1185	1185	1185	0
7	1180	1180	1180	0
8	1215	1215	1215	0
9	1355	1355	1355	0
10	1330	1330	1330	0
11	1120	1120	1120	0
12	995	995	995	0
<b>TOTAL</b>	<b>16078</b>	<b>16133</b>	<b>16133</b>	<b>0</b>
Capacity by School	7/1/23	10/1/23	1/1/24	4/1/24
Adams	555	489	489	0
Cleveland w/BBA	560	540	540	0
Eisenhower	540	560	560	0
Jackson w/BBA	467	533	533	0
Jefferson w/BBA	430	430	430	0
Kennedy	531	555	555	0
Lakeview	256	280	280	0
Lincoln	300	300	300	0
Madison w/BBA	446	448	448	0
McKinley	430	410	410	0
Monroe	508	508	508	0
Reagan	551	575	575	0
Roosevelt w/BBA	595	575	575	0
Truman Primary	344	365	365	0
Truman	345	345	345	0
Washington	560	560	560	0
Wilson	280	280	280	0
Alcott	805	805	805	0
Irving	880	880	880	0
Longfellow	770	770	770	0
Whittier	1125	1125	1125	0
NHS	2295	2295	2295	0
NNHS	2505	2505	2505	0
<b>TOTAL</b>	<b>16078</b>	<b>16133</b>	<b>16133</b>	<b>0</b>