



**Lawton Public Schools Board of Education
Regular Meeting
November 7, 2022 5:15 PM
Shoemaker Center Auditorium
753 NW Fort Sill Blvd**

Lawton, Oklahoma 73507

AGENDA

The Board reserves the right to consider, take up and take action on any agenda item in any order, except as to items 1-3. The Board may discuss, make motions, and vote on all matters appearing on the agenda. Such vote may be to adopt, reject, table, reaffirm, rescind, or to take no action on any item. Any person with a disability who needs special accommodations to attend the Board of Education meeting should notify the Clerk of the Board at least 24 hours, to the extent possible, prior to the scheduled time of the Board meeting. The telephone number is 580-357-6900. At the time and place designated, the Board will consider and act upon the matters set out on the Agenda for this meeting as follows:

1. Call to Order
2. Pledge of Allegiance - Kevin Hime
3. Roll Call to Establish Quorum
4. Special Guests/Special Recognitions - Kevin Hime and Mary Bradley.
5. Report of the Superintendent
 - 5.a. Approval of the proposed 2023 Board of Education Meeting Dates
 - 5.b. Approval to name the eastside of the Douglass Learning Center to The Albert Johnson Sr. Conference Center.
6. Discussion and possible action to approve sanctioning applications
7. Superintendent's Announcement(s)
8. Consent Agenda

(The following matters may be approved in their entirety by the Board upon motion made, seconded and passed by a majority vote of the Board members. However, upon request of any Board member, any one or more matters will be removed from the consent agenda and acted upon separately. Contracts are approved subject to review by the District's legal counsel. Any or all of the public record items included within the consent agenda, i.e. minutes to be submitted for approval; purchase orders to be submitted for acceptance; financial report; proposed transfer of funds between activity accounts; and fund-raising event listings, may be examined at the Office of the Clerk of the Board of Education at the Shoemaker Center, 753 Fort Sill Blvd., Lawton, OK. An appointment to review records is requested.)

 - 8.a. Report of the Purchasing Agent/Encumbrance Clerk - Sheila Relf

- 8.a.1. Approve Purchase Orders
 - General Fund (11) Purchase Order Numbers 1395-1501
 - Building Fund (21) Purchase Order Numbers 65-80
 - Bond Fund (32) Purchase Order Numbers 45-47
 - Bond Fund (33) Purchase Order Numbers 137-146
 - Endowment Fund (50) Purchase Order Number 4
- 8.a.2. Change Order Listing
- 8.a.3. Payroll Encumbrance Purchase Order Numbers
- 8.b. Report of the Chief Financial Officer - Lance Gibbs
 - 8.b.1. Treasurer's Report for the Month of October, 2022
- 8.c. Report of the Activity Fund Custodian - LaQuinta Chambers
 - 8.c.1. Activity Fund Transfers, Expenditures, Establishments, and Amendments
- 8.d. Report of the Clerk - Carla Dewberry
 - 8.d.1. Contracts / Agreements
- 8.e. Approval of the Minutes of the October 20, 2022 Regular Board Meeting
- 8.f. Item(s) Removed from the Consent Agenda for Separate Action
- 8.g. Approval of the Balance of the Consent Agenda
- 8.h. Approval of Item that was Previously Pulled for Separate Action
- 9. Proposed Executive Session to Discuss:
 - 9.a. The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Personnel Reports, Exhibit A and Exhibit B. (Exhibit B includes new potential hires and presented to the board under separate cover).
[Authorized by 25 OKLA.STAT. Section 307 (B)(1) of the Oklahoma Open Meeting Act]
- 10. Vote to Convene into Executive Session
- 11. Acknowledge Board's Return to Open Session
- 12. Executive Session Minutes Compliance Announcement
- 13. Superintendent's Personnel Report / Items Discussed in Executive Session
 - 13.a. Approval of Superintendent's Personnel Reports, Exhibit A (and Exhibit B that was presented under separate cover)
- 14. New Business - This refers to any matter not known about or which could not have been reasonably foreseen prior to the time of posting of the agenda. Okla. Stat. tit. 25 Sec. 311(A)(9)
- 15. The next regular board meeting date is Monday, December 12, 2022, at 5:15 p.m., in the Shoemaker Center Auditorium.
- 16. Setting New Board Meeting Dates
- 17. Board Announcements
- 18. Adjournment

Date of Posting: November 4, 2022

Time of Posting: 4:00 p.m.

Location of Posting: www.lawtonps.org

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2023 BOARD OF EDUCATION MEETING DATES

Thursday	January 19
Thursday	February 23
Thursday	March 23
Thursday Thursday	April 6 April 20
Monday Thursday	May 8 May 25
Thursday	June 22
Monday Thursday	July 10 July 27
Thursday	August 17
Monday Thursday	September 11 September 28
Thursday	October 19
Monday	November 13
Monday	December 11

(This schedule is subject to change.)

Board of Education meetings are held at 5:15 p.m. in the auditorium of Shoemaker Education Center, 753 NW Fort Sill Blvd, Lawton, OK.



LAWTON PUBLIC SCHOOLS

SCHOOL YEAR 2022-2023

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name MACARTHUR FOOTBALL PARENTS ASSOC. EIN # 90-0843078

Organization's Bank Name ARVEST Bank Account # 21411319

Faculty Sponsor's Name BRETT MANNING Phone: 580-583-5124 mail: bmannings@lawtonps.org

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>CHRIS CHAMBERS</u>	<u>JESSICA CALDWELL</u>	<u>NICKY CHADWELL</u>	<u>DIANA BRICE</u>
Address:	<u>3611 NE RICHMOND LAWTON, OK 73507</u>	<u>14003 NE CACHO LAWTON, OK 73507</u>	<u>978 SE LASSO LP LAWTON, OK 73501</u>	<u>520 Stout Ave Fort Sill OK 73568</u>
Phone:	<u>580-583-9880</u>	<u>580-512-1172</u>	<u>580-695-3388</u>	<u>540-239-3292</u>
Term Expiration:	<u>30 JUN 2024</u>	<u>30 JUN 2024</u>	<u>30 JUN 2024</u>	<u>30 JUN 2024</u>

Describe how the organization officers are appointed or elected OFFICERS ARE ELECTED BY A MAJORITY VOTING MEMBERSHIP AT THE LAST BUSINESS MEETING PRESENT AT THE LAST OF THE SEASON.

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

Explain what amount and what the fees and dues cover Membership is open to any person who has met one of the two choices. Annual membership of \$10, or \$25 for lifetime memberships.

Circle One: PTA Booster

Describe Purpose and Goals of the Organization Raising funds to purchase equipment and services to be used by the students and faculty at MHS. MHS FPA provides volunteers educational + extra curricular activities to support the MHS football program.

Estimated List of Material / Monetary Contributions Food & Drinks, \$5,000. Student Awards \$3,000. Support equipment, \$3,000. End of year program and banquet \$6,000. Banners, \$500. Team needs (Coaches Requests) \$3,000, 411 State, \$3,000

Estimated List of Expenses

Principal's Recommendation: Approved Denied

Signature of Principal Danny Smith Date: 8 Sep 2022

Signature of Organization's Officer Ch CW Date: 8 SEP 2022

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

PROBATION / Finance Dept. Initial / Date

Signature of Clerk of the Board / Date

APPROVED TLH / 10.31.22 / Finance Dept. Initial / Date

Signature of Clerk of the Board / Date

DENIED / Finance Dept. Initial / Date

Signature of Clerk of the Board / Date

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name CMS PTO EIN # 83-3303290

Organization's Bank Name First SBI Fed Credit Union Bank Account # 309148

Faculty Sponsor's Name Aerissa Krusinsky Phone: 580-678-5271 E-mail: Lkrusinsky@lawtonps.org

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Nicole Bennington</u>	<u>Crystal Plummer</u>	<u>Alannah Meyers Young</u>	<u>Kimber Downey</u>
Address:	<u>37 SE Skyline Rd</u>	<u>2810 NW 22nd St</u>	<u>17118 NW Ozman Ave</u>	<u>10800 NW Oaklander</u>
Phone:	<u>269-512-0575</u>	<u>580-695-2603</u>	<u>580-340-9397</u>	<u>405-408-5543</u>
Term Expiration:	<u>2023 June</u>			<u>2026</u>

Describe how the organization officers are appointed or elected by vote

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

Explain what amount and what the fees and dues cover \$6.00 membership to help gain money to support school

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization to raise money for needs and wants for students, teachers, and staff to make the school better

Estimated List of Material / Monetary Contributions money for light for flag pole, teacher app. weeks, one night dinner, staff / custodian for treats, 8th grade farewell & breakfast \$3,000

Estimated List of Expenses concession stands & popcorn & picnic supplies \$2,000 Staff / teacher app. \$1,000

Principal's Recommendation: Approved Denied

Signature of Principal [Signature] Date Aug 25, 2022

Signature of Organization's Officer Nicole Bennington Date 10/17/22

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

PROBATION

Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

APPROVED TLH 10-31-22

Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

DENIED

Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually



LAWTON PUBLIC SCHOOLS

SCHOOL YEAR 2022-23

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name AlacArthur Middle School Football Booster EIN # 92-0242452

Organization's Bank Name City National Bank Bank Account # 1862

Faculty Sponsor's Name Zimmerman Phone: 353-5111 E-mail: _____

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Kristopher Killstfint^{sr}</u>	<u>Uplanda Scott</u>	<u>Andrea Phillips</u>	<u>Desiree Harris</u>
Address:	<u>808 SE Lomond Lane Lawton OK 73501</u>	<u>703 SW Ranch Oak Blvd Lawton OK 73501</u>	<u>14103 S Railroad Geronimo Ok 73542</u>	<u>5009 A. Swell Lawton OK 73503</u>
Phone:	<u>580 699-0894</u>	<u>580 620 1015</u>	<u>580-585-0200</u>	<u>202-361-1608</u>
Term Expiration:	<u>AUG 2023</u>	<u>AUG 2023</u>	<u>AUG 2023</u>	<u>AUG 2023</u>

Describe how the organization officers are appointed or elected Officers are elected during one of the beginning School year's meeting

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

Explain what amount and what the fees and dues cover \$10 FEE Help Start the Program and Assit with any supplies needed for the Football program.

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization Help with the program to support thru out the Program year - with supplies and encouragement

Estimated List of Material / Monetary Contributions Football Equipment - Drinks & SNACKS/FOOD

Estimated List of Expenses Supplies for Football program & Drinks, Food for players

Principal's Recommendation: Approved Denied

Signature of Principal Kelly Mims Date 9/29/2022

Signature of Organization's Officer Kristopher Killstfint^{sr} Date 9/29/2022

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

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

<input checked="" type="checkbox"/> APPROVED	<u>TLH</u>	<u>10-31-22</u>
Finance Dept. Initial	Date	
Signature of Clerk of the Board	Date	

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

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19



SCHOOL YEAR 2022-2023

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name Ridgecrest PTA EIN # 13-4343145

Organization's Bank Name Arvest Bank Bank Account # 0015342106

Faculty Sponsor's Name Lynda Williams Phone: 580-585-7711 E-mail: lynda.williams@lawtonps.org

Officer's Name PRESIDENT VICE PRESIDENT Mary M Kinnamore TREASURER SECRETARY

Name (Print): Tiffani Keller Levi Lloyd Nicole Tarpley Nicole Tarpley

Address: 4519 NE Bell 47146 CS 2580 Apache, OK 1124 NW Land Ave Lawton-OK 73507 4501 SW Malcolm Rd

Phone: 580-591-2911 405-829-0731 (573)337-4590 (580)704-6031

Term Expiration: May 2023 May 2023 May 2023 May 2023

Describe how the organization officers are appointed or elected Officers are selected by nomination and majority approval during the May PTA meeting of the previous year (2022).

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

Explain what amount and what the fees and dues cover \$7.00 until 10-31-2022. \$10.00 beginning 11-1-2022. Fees cover local and state PTA dues, provide support to the Ridgecrest Elementary students, staff, and stakeholders.

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization Support the students and staff of Ridgecrest Elementary.

Estimated List of Material / Monetary Contributions Current account balance collected during the 2021-2022 school year through memberships, fundraising, and donations.

Estimated List of Expenses Estimated expenses for 2022-2023: \$7500 for proposed activities and support: fallfest, PTA conferences, teacher/classroom grants, student awards, support and certified staff recognition, PTA and 5th grade promotion, Family Night events, and fundraising supplies/needs.

Principal's Recommendation: Approved Denied

Signature of Principal [Signature] Date 9/28/22
Signature of Organization's Officer [Signature] Date 9/28/22

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

<input type="checkbox"/> PROBATION Finance Dept. Initial _____ Date _____ Signature of Clerk of the Board _____ Date _____	<input checked="" type="checkbox"/> APPROVED <u>TUJ</u> <u>10-31-22</u> Finance Dept. Initial _____ Date _____ Signature of Clerk of the Board _____ Date _____	<input type="checkbox"/> DENIED Finance Dept. Initial _____ Date _____ Signature of Clerk of the Board _____ Date _____
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WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 1395 - 5000, Fund Codes: 11

11	1395	10/17/2022	12058	COOPERATIVE COUNCIL FOR OKLAHOMA SCHOOL	CAC REG. FOR BOOT CAMP #3 ONLINE PD	600.00
11	1396	10/18/2022	27651	CENTRAL PRODUCTS LLC	2- 2 DOOR REFRIGERATORS FOR MAC MIDDLE	8,607.38
11	1397	10/18/2022	152220	DANIEL SANTIAGO REYES	FY STAND/LOCAL TRAVEL	750.00
11	1398	10/18/2022	55996	DENNIS ESTORQUE REGACHO	FY STAND/LOCAL TRAVEL	750.00
11	1399	10/18/2022	55993	DAVID ELI PERRIN	FY STAND/LOCAL TRAVEL	750.00
11	1400	10/18/2022	802734	LOWE'S HOME CENTERS INC	TOOLS	1,179.90
11	1401	10/18/2022	56013	TYSON VANCE LANE	FY STAND/LOCAL TRAVEL	750.00
11	1402	10/18/2022	27720	ROBERT L HINER	UTILITY DOLLY'S REFUSE/DIST WIDE	685.00
11	1403	10/18/2022	536	DON EVANS WINDOW TINT	FENDERS & STUDS/FLATBED TRLR	500.00
11	1404	10/18/2022	11945	UNITED REFRIGERATION INC	AC COMPRESSOR/FREEDOM	2,378.13
11	1405	10/18/2022	802649	WALMART STORES EAST LP	FY STAND/MAKERSPACE SUPPLIES/CROSBY PARK	200.00
11	1406	10/18/2022	19005	AMAZON CAPITAL SERVICES INC	BATTERIES	61.24
11	1407	10/18/2022	12058	COOPERATIVE COUNCIL FOR OKLAHOMA SCHOOL	TITLE III EL - REG FOR CCOSA BOOT CAMP ONLINE PD	300.00
11	1408	10/18/2022	18754	SCHOOL NURSE SUPPLY, INC.	VISION & HEARING SUPPLIES	15,052.46
11	1410	10/18/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/COATS FOR HOMELESS	10,000.00
11	1411	10/19/2022	24974	STATE OF OKLAHOMA	REG/K20 ILI/NORMAN/11-17-22/J ZEMLIN/T OBERLE	300.00
11	1412	10/19/2022	28065	JPMORGAN CHASE BANK	FY STAND/JP MORGAN CHASE CORRECTIONS	25,000.00
11	1413	10/19/2022	926990	LAWTON COMMUNICATIONS LLC	FY STAND/RADIO REPAIRS	1,000.00
11	1414	10/19/2022	19005	AMAZON CAPITAL SERVICES INC	LAMINATING ROLLS FOR COPY CENTER	120.00
11	1415	10/19/2022	802649	WALMART STORES EAST LP	FY STAND/WHITTIER/MAKERSPACE SUPPLIES	500.00
11	1416	10/19/2022	802649	WALMART STORES EAST LP	FY STAND/ALMOR WEST/MAKERSPACE SUPPLIES	500.00
11	1417	10/19/2022	2277	CRAIG REDFEARN	PER DIEM FOR MEALS	185.00
11	1418	10/19/2022	19005	AMAZON CAPITAL SERVICES INC	LIBRARY BOOKS	1,322.41
11	1419	10/20/2022	19005	AMAZON CAPITAL SERVICES INC	PLASTIC ID PROTECTORS	98.00
11	1420	10/25/2022	56019	PASCHOUD VAN ZYL	FY STAND/LOCAL TRAVEL	750.00
11	1421	10/25/2022	28065	JPMORGAN CHASE BANK	FY STAND/TECHNOLOGY SUPPLIES	1,000.00
11	1422	10/25/2022	18608	CONSTRUCTION INDUSTRIES BOARD	PLUMBING LICENSE RENEWAL/JAMES WINFREE	75.00
11	1423	10/25/2022	9252	SAMS CLUB DIRECT	AREA RUG FOR CONFERENCE ROOM	200.00
11	1424	10/25/2022	624	BLICK ART MATERIALS LLC	TEACHER SUPPLIES COPY CENTER	583.44
11	1425	10/25/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	OFFICE CHAIRS FOR FRONT OFFICE	319.98
11	1426	10/25/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	INSTRUCTIONAL SUPPLIES	1,600.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 1395 - 5000, Fund Codes: 11

11	1427	10/25/2022	928691	RV CONNECTION INC	LABOR & MATLS TO REPAIR FOOD SERVICE TRUCK	1,078.24
11	1428	10/25/2022	12372	SUSAN SHERWOOD	FY STAND/LOCAL TRAVEL	400.00
11	1429	10/25/2022	19321	BD OF REGENTS UNIV OK HLTH SCIENCES CTR	REG/SPED CONF/12-8- 22/VIRTUAL 2-16-23	2,450.00
11	1430	10/25/2022	16640	STAPLES CONTRACT & COMMERICAL INC	DUAL HDMI ADAPTERS	254.97
11	1431	10/25/2022	1540	REBECCA NMI GONZALEZ	FY STAND/LOCAL TRAVEL	400.00
11	1432	10/25/2022	19005	AMAZON CAPITAL SERVICES INC	AREA RUG FOR CLASSROOM	119.00
11	1433	10/25/2022	154302	KRISTA L STEINER	TITLE III EL ACTFL TRAVEL & REG	1,875.50
11	1434	10/25/2022	21094	OKLAHOMA ASSOCIATION FOR BILINGUAL EDUC	TITLE III EL FALL 2022 CONFERENCE REGISTRATION	375.00
11	1435	10/25/2022	620	OKLAHOMA ASBO	CAC WORKSHOP REGISTRATION	200.00
11	1436	10/25/2022	28440	FOLLETT CONTENT SOLUTIONS LLC	LIBRARY BOOKS	2,172.14
11	1437	10/25/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/OFFICE SUPPLIES/MEDICAL SUPPLIES	1,500.00
11	1438	10/25/2022	248	PERMA BOUND HERTZBERG	LIBRARY BOOKS	570.35
11	1439	10/25/2022	19005	AMAZON CAPITAL SERVICES INC	LIBRARY BOOKS	170.35
11	1440	10/25/2022	805372	RCJ CONSTRUCTION INC	LABOR & MATLS TO REPAIR MAILBOX FROM ACCIDENT	1,450.00
11	1441	10/25/2022	19005	AMAZON CAPITAL SERVICES INC	SUPPLIES FOR CUSTODIANS	114.57
11	1442	10/25/2022	19005	AMAZON CAPITAL SERVICES INC	HEAVY DUTY TRAFFIC MATS FOR WATER MACHINES	154.43
11	1443	10/25/2022	27972	LAKESHORE EQUIPMENT COMPANY	CLASSROOM SUPPLIES	140.00
11	1444	10/25/2022	27972	LAKESHORE EQUIPMENT COMPANY	FY STAND/INSTRUCTIONAL SUPPLIES	750.00
11	1445	10/25/2022	27961	HOBBY LOBBY STORES INC	FY STAND/MAKERSPACE SUPPLIES/DBVP	300.00
11	1446	10/25/2022	802649	WALMART STORES EAST LP	FY STAND/MAKERSPACE SUPPLIES/DBVP	1,500.00
11	1447	10/25/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/MAKERSPACE SUPPLIES/DBVP	1,500.00
11	1448	10/25/2022	19005	AMAZON CAPITAL SERVICES INC	BADGE PRINTER RIBBON & HOLDERS	74.97
11	1449	10/26/2022	802649	WALMART STORES EAST LP	FY STAND/INSTRUCTIONAL SUPPLIES	1,500.00
11	1450	10/26/2022	5142	CCOSA	REG/OAESP CONF/11-9-22/DANA MOORE/EDMOND	199.00
11	1451	10/26/2022	28409	NORTHWEST HOSPITALITY LLC	LODGING/DANA MOORE/11-8- 22	139.00
11	1452	10/26/2022	19005	AMAZON CAPITAL SERVICES INC	25' MIC CORDS FOR GYM	52.40
11	1453	10/26/2022	19005	AMAZON CAPITAL SERVICES INC	STOOLS FOR LIBRARY	623.97
11	1454	10/26/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/INSTRUCTIONAL SUPPLIES	3,000.00
11	1455	10/27/2022	802773	HOME DEPOT CREDIT SERVICES	PVC PIPE FOR ART (JOHNS)	250.00
11	1456	10/27/2022	28065	JPMORGAN CHASE BANK	FY STAND/AP TEACHERS WORKSHOP REG/SUMMER 2023	10,000.00
11	1457	10/27/2022	26582	LAWTON ROTARY LEADERSHIP INSTITUTE	LIVE2LEAD STUDENT TICKETS	3,000.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 1395 - 5000, Fund Codes: 11

11	1458	10/27/2022	8376	JAMES L GIBBS	FY STAND/REIMBURSEMENT/IMPACT AID	10,000.00
11	1459	10/27/2022	10065	DIANA LANDOLL	FY STAND/REIMBURSEMENT/IMPACT AID	3,000.00
11	1460	10/27/2022	151468	RAYLISHA S STANLEY	FY STAND/REIMBURSEMENT/IMPACT AID	3,000.00
11	1461	10/27/2022	19005	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	341.14
11	1462	10/28/2022	26956	CHOCTAW NATION OF OKLAHOMA	LODGING&PARKING/OCIE CONF/DURANT OK/DEC 4-6,2022	500.00
11	1463	10/31/2022	27651	CENTRAL PRODUCTS LLC	TWO 2 DOOR TRUE REFRIGERATORS MODEL T-49-HC	8,607.38
11	1464	10/31/2022	27919	BYTESPED LLC	TWO LENOVO THINKBOOK 15 G 3 ACL	2,150.00
11	1465	10/31/2022	19005	AMAZON CAPITAL SERVICES INC	COMPUTER BUILD/REPAIR	6,950.00
11	1466	10/31/2022	19005	AMAZON CAPITAL SERVICES INC	HOME OFFICE CHAIR FOR TEACHER CLASSROOM	48.89
11	1467	10/31/2022	19005	AMAZON CAPITAL SERVICES INC	LARGE SPACE LOCKING STORAGE CABINET	330.36
11	1468	10/31/2022	19005	AMAZON CAPITAL SERVICES INC	COMPUTER BUILD/REPAIR	2,600.00
11	1469	10/31/2022	18433	OMEA	ALL-STATE ENTRY FEES/NOV 12, 2022	210.00
11	1470	10/31/2022	20978	AMERICAN CHORAL DIRECTORS ASSOCIATION	ALL-STATE ENTRY FEES/NOV 15, 2022	105.00
11	1471	11/01/2022	26893	BREAKOUT INC	BREAKOUTEDU LIBRARY SUBSCRIPTION	199.00
11	1472	11/01/2022	26893	BREAKOUT INC	BREAKOUT EDU SUBSCRIPTION	199.00
11	1473	11/01/2022	267	BUREAU OF EDUCATION & RESEARCH	SCHOOL IMPRVMT 515 PD REGISTRATION	777.00
11	1474	11/01/2022	151792	STEPHANIE M HILLIARY	SCHOOL IMPRVMT 515 - PD REGISTRATION & TRAVEL	767.50
11	1475	11/01/2022	914509	KNIGHT ENTERPRISES	LABOR & MATLS TO REPAIR UNIT 361	3,426.53
11	1476	11/01/2022	916012	GENE BURK AUTO GLASS	LABOR & MATLS TO REPAIR WINDSHIELD ON UNIT 365	60.00
11	1477	11/01/2022	926384	LAW ENFORCEMENT PSYCHOLOGICAL SERVICES	MMPI PSYCHOLOGICAL TEST	120.00
11	1478	11/01/2022	27954	THOMPSON SCHOOL BOOK DEPOSITORY INC	MYVIEW LITERACY CONSUMABLE BOOKS	182,531.52
11	1479	11/01/2022	804316	OK FAM CAREER AND COMMUN LDRS OF AMERICA	NATIONAL & STATE DUES	535.00
11	1480	11/01/2022	248	PERMA BOUND HERTZBERG	LIBRARY BOOKS	1,036.83
11	1481	11/01/2022	19005	AMAZON CAPITAL SERVICES INC	BUTCHER PAPER	127.32
11	1482	11/02/2022	803733	MT LIBRARY SERVICES INC	LIBRARY BOOKS	2,242.30
11	1483	11/02/2022	4267	PERKINS OFFICE MACHINES INC	FY STAND/FIRE ALARM & BURGLAR ALARM MONITORING	42,840.00
11	1484	11/02/2022	26971	TIMOTHY R TOLIVER	HALL PASS HOLDERS	78.00
11	1485	11/02/2022	3125	TRINITY CERAMIC SUPPLY, INC.	CLAY FOR CERAMICS CLASS	1,227.29

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 1395 - 5000, Fund Codes: 11

11	1486	11/02/2022	19005	AMAZON CAPITAL SERVICES INC	CLASSROOM SUPPLIES	1,105.74
11	1487	11/02/2022	19005	AMAZON CAPITAL SERVICES INC	LIBRARY BOOKS	83.01
11	1488	11/02/2022	10405	ALBERT L STANSBERRY	ESTATE OF ALBERT STANBERRY	2,157.84
11	1489	11/02/2022	28335	THE RON CLARK ACADEMY INC	BUILDING DECOR - HOUSE FLAGS FOR BUILDING	720.00
11	1490	11/02/2022	19005	AMAZON CAPITAL SERVICES INC	PHOTOGRAPHY CLASS SUPPLIES/LRC	396.00
11	1491	11/02/2022	11341	THE LIBRARY STORE INC.	BOOK PROCESSING SUPPLIES	194.14
11	1492	11/02/2022	924482	PRINT FINISHING SYSTEMS	FY STAND/PRINT SHOP SUPPLIES	2,000.00
11	1493	11/02/2022	25894	STATE OF OKLAHOMA	ADMIN FEES FOR NEW ROOF/MHS 9THWING & LIBRARY	12,750.33
11	1494	11/02/2022	25894	STATE OF OKLAHOMA	ADMIN FEES FOR NEW ROOF/MHS AUDITORIUM	11,519.66
11	1495	11/02/2022	25894	STATE OF OKLAHOMA	ADMIN FEES FOR NEW ROOF/BROCKLAND	10,387.83
11	1496	11/02/2022	813	CLAYCO INDUSTRIES INC	LABOR & MATLS/ROOF REPLACEMENT/MHS AUDITORIUM	329,133.00
11	1497	11/02/2022	813	CLAYCO INDUSTRIES INC	LABOR & MATLS/ROOF REPLACEMENT/9THWING&LIB	364,295.00
11	1498	11/02/2022	813	CLAYCO INDUSTRIES INC	LABOR & MATLS/ROOF REPLACEMENT/BROCKLAND	296,795.00
11	1499	11/02/2022	19005	AMAZON CAPITAL SERVICES INC	MODELING CLAY FOR PROJECT	73.98
11	1500	11/02/2022	153863	BROOKE E ROONEY	MEAL PER DIEM	434.50
11	1501	11/02/2022	531	REGINA M DELOACH	MEAL PER DIEM	197.50
Non-Payroll Total:						\$1,418,685.42
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$1,418,685.42

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 65 - 5000, Fund Codes: 21

21	65	10/18/2022	19080	IDN H HOFFMAN INC	COMBINATION PADLOCKS	593.27
21	66	10/19/2022	928399	K & C CONCRETE & CONSTRUCTION LLC	FY STAND/CONCRETE WORK/EHS	50,000.00
21	67	10/25/2022	19005	AMAZON CAPITAL SERVICES INC	INS RCVY/30" GREY STEEL STOOLS/MHS ART ROOM	2,516.80
21	68	10/25/2022	4267	PERKINS OFFICE MACHINES INC	LABOR DISCONNECT&CONNECT NEW DUCT DETECTOR/LRC	190.00
21	69	10/25/2022	477	COMANCHE LUMBER COMPANY INC	ICE MELT ROCK SALT/DIST WIDE	1,609.65
21	70	10/25/2022	926821	DIGI SECURITY SYSTEMS LLC	SECURE ACCESS CNTRL ADDITIONS/MULT SITES	145,962.53
21	71	10/26/2022	25401	BESTBUILT FENCING LLC	WHITTIER/LABOR & MATLS TO INSTALL NEW FENCING	52,493.00
21	72	10/26/2022	928412	TAYLOR MADE FENCES	WHILLS-PHASE1/LABOR/MATLS TO INSTALL NEW FENCING	48,562.00
21	73	10/26/2022	25401	BESTBUILT FENCING LLC	ALMOR WEST/LABOR & MATLS FOR ADDITIONAL FENCING	24,000.00
21	74	10/26/2022	928412	TAYLOR MADE FENCES	CLEVELAND/LABOR & MATLS TO INSTALL NEW FENCING	131,680.00
21	75	10/26/2022	25401	BESTBUILT FENCING LLC	HUGH BISH/LABOR & MATLS TO INSTALL NEW FENCING	102,477.00
21	76	10/27/2022	928488	WILLIAMS AND SON CONSTRUCTION LLC	LABOR & MATLS/ROOF REPLACEMENT/LINCOLN	65,840.00
21	80	11/03/2022	928438	DESIGN ARCHITECTS PLUS INC	ARCHITECHT FEES/AG SHOP/LRC	125,000.00

Non-Payroll Total:	\$750,924.25
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$750,924.25

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 45 - 5000, Fund Codes: 32

32	45	10/19/2022	805089	JL HEIN SERVICE INC	LABOR & MATLS/AV SYSTEM/DOUGLASS	31,649.35
32	46	11/01/2022	28033	ALLIED 100 LLC	SEVEN (7) AED MACHINES/ELECTRODES	11,249.30
32	47	11/01/2022	26697	BRANDON M JARVIS	2012 DODGE CHARGER PURSUIT PACKAGE	9,900.00
Non-Payroll Total:						\$52,798.65
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$52,798.65

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 137 - 5000, Fund Codes: 33

33	137	10/19/2022	805089	JL HEIN SERVICE INC	LABOR & MATLS/AV SYSTEM/DOUGLASS	143,564.49
33	138	10/25/2022	9252	SAMS CLUB DIRECT	ROLLING WORKBENCHES & SHELVING/MULT SITES	2,599.80
33	139	10/25/2022	919491	DAVID D JACKSON	REPAIRS AND SUPPLIES	930.00
33	140	10/25/2022	21422	COVER ONE INC	BOOK REPAIR BINDING MACHINE	984.50
33	141	10/26/2022	924482	PRINT FINISHING SYSTEMS	STERLING DIGIBINDER PLUS SG	16,950.00
33	142	10/27/2022	802734	LOWE'S HOME CENTERS INC	FY STAND/PLUMBING SUPPLIES/PLUMBING CLASS	1,000.00
33	143	10/27/2022	802734	LOWE'S HOME CENTERS INC	FY STAND/PLUMBING SUPPLIES/PLUMBING CLASS	1,000.00
33	144	10/27/2022	4267	PERKINS OFFICE MACHINES INC	LABOR & MATLS/BURGLAR ALARMS/MULT SITES	12,555.00
33	145	10/27/2022	4267	PERKINS OFFICE MACHINES INC	LABOR & MATLS/FIRE ALARMS/MULT SITES	12,555.00
33	146	11/02/2022	245	PENDER'S MUSIC COM	SHEET MUSIC - FY STANDING	1,097.79
Non-Payroll Total:						\$193,236.58
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$193,236.58

LAWTON PUBLIC SCHOOLS

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 4 - 5000, Fund Codes: 50

50	4	11/03/2022	800533	LAWTON BOARD OF EDUCATION	MHS RENAISSANCE	5,000.00
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Non-Payroll Total:	\$5,000.00
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$5,000.00

Lawton Public Schools
Change Order Listing

Options: Fund: GENERAL FUNDS, Year: 2022-2023, ReferenceDate: PO Date, Date Range: 10/24/2022 - 6/30/2023,
 Minimum Amount Change: \$200.00, Include Negative Changes: False

38	07/01/2022	802734	LOWE'S HOME CENTERS INC	FY STAND/AV SUPPLIES	1,900.00
181	07/01/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	FY STAND/INSTRUCTIONAL SUPPLIES	300.00
182	07/01/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/INSTRUCTIONAL SUPPLIES	200.00
184	07/01/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	FY STAND/OFFICE SUPPLIES	400.00
185	07/01/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/OFFICE SUPPLIES	200.00
352	07/01/2022	25796	LOCKE SUPPLY CO	FY STAND/PARTS & SUPPLIES	20,000.00
369	07/01/2022	295	SHERWIN-WILLIAMS PAINT CO.	FY STAND/PARTS & SUPPLIES	10,000.00
865	07/21/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/INSTRUCTIONAL SUPPLIES	1,500.00
871	07/21/2022	8067	LAWTON FORT SILL CHAMBER OF COMMERCE	1/2" PAGE AD	1,495.00
905	07/25/2022	9252	SAMS CLUB DIRECT	INSTRUCTIONAL SUPPLIES/STANDING	500.00
1266	09/15/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/OFFICE SUPPLIES	1,000.00
1315	09/22/2022	28050	SOUTHERN HARDLINES	FY STAND/INSTRUCTIONAL SUPPLIES	500.00
1343	09/28/2022	923883	DEVINE ENTITIES	HOOK UP NEW OVEN/CROSBY PARK/EST ONLY	1,117.52
				Non-Payroll Total:	\$39,112.52
				Payroll Total:	\$0.00
				Report Total:	\$39,112.52

Change Order Listing

Options: Fund: BUILDING FUND, Year: 2022-2023, ReferenceDate: PO Date, Date Range: 10/26/2022 - 6/30/2023,
Minimum Amount Change: \$200.00, Include Negative Changes: False

[REDACTED]					
62	10/04/2022	927716	WELLS CONSTRUCTION INC	ALMOR WEST/LABOR & MATLS TO REPLACE SIDEWALK	9,835.00
67	10/25/2022	19005	AMAZON CAPITAL SERVICES INC	INS RCVY/30" GREY STEEL STOOLS/MHS ART ROOM	403.30
				Non-Payroll Total:	\$10,238.30
				Payroll Total:	\$0.00
				Report Total:	\$10,238.30

Lawton Public Schools
Lawton, Oklahoma

Administrative Services Division
Purchasing Department

Payroll Encumbrance Purchase Orders

November 7, 2022

FY23 Payroll Encumbrance Purchase Order Numbers:

PO# 50000 - 52480

**LAWTON PUBLIC SCHOOLS
SUMMARY OF FINANCIAL ACTIVITIES
FY23 OCTOBER**

FUND	Beginning Period Balance	Outstanding Payments Beginning	Period Revenue	Paid FY22 (include wires,WC,&ADJ)	Outstanding Payments Ending	CASH BALANCE
GENERAL FUND (11)	\$ 18,726,191.62	\$ 4,968,143.59	\$ 8,509,471.21	\$ 10,373,050.58	\$ 4,245,011.25	\$ 16,139,479.91
BUILDING LEVY FUND (21)	\$ 17,064,948.40	\$ 62,231.56	\$ 219,229.32	\$ 1,596,672.81	\$ 554,212.12	\$ 16,179,485.47
MUNICIPAL TAX (26)	\$ 204,420.51	\$ -	\$ -		\$ -	\$ 204,420.51
BOND (32)	\$ 2,610,857.11	\$ 54,589.76	\$ -	\$ 59,645.03	\$ 38,864.00	\$ 2,535,486.32
BOND 2017 (33)	\$ 5,409,786.81	\$ 72,419.48	\$ 4,716.38	\$ 33,559.15	\$ 2,348.71	\$ 5,310,873.27
LEASE PURCH (34)	\$ 1,516.79	\$ -	\$ 0.52	\$ -	\$ -	\$ 1,517.31
SINKING (41)	\$ 8,967,992.13	\$ -	\$ 17,733.14	\$ -	\$ -	\$ 8,985,725.27
ENDOW (50)	\$ 172,916.07	\$ 500.00	\$ -	\$ -	\$ -	\$ 172,416.07
ACTIVITY (60)	\$ 2,970,192.67	\$ 33,690.85	\$ 354,922.04	\$ 90,475.97	\$ 31,540.16	\$ 3,234,638.74
GIFTS (81)	\$ 9,500.00	\$ 3,000.00	\$ -	\$ -	\$ 500.00	\$ 7,000.00
WC (83)	\$ 18,325.36	\$ -	\$ -	\$ 1,194.07	\$ -	\$ 17,131.29
	\$ 56,156,647.47	\$ 5,194,575.24	\$ 9,106,072.61	\$ 12,154,597.61	\$ 4,872,476.24	\$ 49,553,535.42



**Lawton Public Schools
Business Operations**

Report of Activity Fund Custodian

November 7, 2022

REQUEST APPROVAL TO ESTABLISH NEW ACCOUNTS

Acct Name/Number	Source of Revenue	Approved Expenditures
Edison Elementary Sponsor - Dana Moore Faculty Fund	1. Fees and donations 2. Fundraisers (STUDENTS DO NOT RAISE ANY OF THESE MONIES)	1. Refreshments/luncheons 2. Retirement acknowledgement 3. Flowers (births, deaths, etc.) 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies materials, equipment and furniture 6. Reimbursement of expenses
Hugh Bish Elementary Sponsor - Ashley Sinning Faculty Fund	1. Fees and donations 2. Fundraisers (STUDENTS DO NOT RAISE ANY OF THESE MONIES)	1. Refreshments/luncheons 2. Retirement acknowledgement 3. Flowers (births, deaths, etc.) 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies materials, equipment and furniture 6. Reimbursement of expenses
Lawton High School Sponsor - Kelly New Welding - TAP	1. Grants 2. Donations 3. Funds transferred 4. Fundraisers	1. Trip/Transportation 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Reimbursement of expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions
MacArthur High School Sponsor - Gavin Nichols Crochet Club	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred 4. Program Sales/ Concessions	1. Club activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture. 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Funds transferred 7. Reimbursement of expenses 8. Refreshments/supplies
MacArthur High School Sponsor - Katy Seeley Counselors	1. Honorariums from testing participation 2. Donations 3. Grants	1. Instructional/non-instructional supplies materials, equipment and furniture 2. Conference fees and expenses
MacArthur High School Sponsor - Gregory Ford Partners Club	1. Donations/Grants 2. Fundraisers 3. Funds from Sp Olympics 4. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. School/community projects/services 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. Registration to local/state events 6. Funds transferred 7. Field trip expenses including meals 8. Special Olympics expenses 9. Student awards/certificates/ribbons 10. Reimbursement of expenses

Lawton Public Schools
Business Operations

Report of Activity Fund Custodian

November 7, 2022

REQUEST APPROVAL TO ESTABLISH NEW ACCOUNTS

Acct Name/Number	Source of Revenue	Approved Expenditures
Eisenhower High School Sponsor - Brandie Knutson Special Olympics	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Class activities/events/functions 2. Special Olympics activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Refreshments/supplies 5. Fundraiser expenses 6. Reimbursement of expenses 7. Funds transferred

**Lawton Public Schools
Business Operations**

Report of Activity Fund Custodian

November 7, 2022

REQUEST APPROVAL TO AMEND THE FOLLOWING ACCOUNTS:

1. Life Ready Center - TSA New Sponsor - Joan Cole Old Sponsor - Laurie Schoening



October 25, 2022

Lawton Public Schools
Attn: Dave McDermott
753 NW Fort Sill Blvd.
Lawton, OK 73507

Mutual Ratification Acknowledgment

Lawton Public Schools,

Pursuant to 70 Oklahoma Statute §70-5-117(B), the Wide Area Network Leasing and Services Agreement (“Agreement”) between Unite Private Networks, LLC (“UPN”) and Lawton Public Schools (the “District”) dated March 11, 2013 (the “Agreement”) terminates at the close of each fiscal year in which the Agreement was executed or renewed by mutual ratification. The obligations set forth by the statute require both parties to affirmatively renew the Agreement for each fiscal year through an annual mutual ratification acknowledgment. This ratification shall be valid for fiscal year 2023-2024 and will allow for UPN to continue providing services as indicated in the Agreement. If the District does not ratify, the District will be responsible for the fees outlined in Section 11 of the Agreement and must provide thirty (30) days written notice to UPN prior to the end of this fiscal year.

If you have questions, please do not hesitate to contact us regarding this matter.

By signing, the undersigned hereby warrant that they:

- are authorized agents of Unite Private Networks, LLC and the District, respectively;
- have the authority to ratify the Agreement on behalf of the parties to the original Agreement; and
- bind the parties to this ratification and to the terms and conditions in the Agreement.

The parties make this ratification under the laws of the State of Oklahoma. The parties agree to adhere to fair business practices and to comply with all federal, state, and local laws and regulations. If any portion of this ratification shall be held invalid or unlawful for any reason, the invalid portion shall not affect or impair the validity of the remaining portions of the original Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of each party as of the day and year first written above.

Lawton Public Schools:

Unite Private Networks, LLC:

Print Name:
Title:
Date:

Print Name: Matt Wiltanger
Title: General Counsel
Date:



October 20, 2022

655 Research Parkway, Suite 200
Oklahoma City, Oklahoma 73104

LAWTON PUBLIC SCHOOL DIST I 8
753 NW Fort Still Blvd
LAWTON OK 73505

RE: Internet Services – Multi-Year Option
OneNet
SPIN 143015254

This letter is to confirm that LAWTON PUBLIC SCHOOL DIST I 8 will exercise the multi-year option clause,
“Initial one-year term with up to four (4) voluntary extensions, subject to annual ratification by both customer and OneNet. If mutual ratification is not agreed upon, services will continue on a month-to-month until services are cancelled.”--As stated on the 2020-2021 proposal and agreement.

3rd Auto renewal, **FUNDING YEAR: 2023-2024**

LAWTON PUBLIC SCHOOL DIST I 8 will maintain the current services – Ethernet over lit fiber at 10000 Mbps for \$3,400.00 per month per month, as previously bid for FUNDING YEAR 2020.

Mutually agreed and acceptance by both parties.

LAWTON PUBLIC SCHOOL DIST I 8:

OneNet
Oklahoma State Regents for Higher Education:

Authorized Signature

Authorized Signature

Print Name

Print Name

DATE: _

DATE:





AIA

Document A133™ – 2009

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 **Third** day of **November** in the year Two Thousand **Twenty-Two**

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status and address)

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

and the Construction Manager:

(Name, legal status and address)

**CDBL, Inc.
P.O. Box 485
Lawton, OK 73502**

for the following Project:

(Name and address or location)

**Lawton Public Schools
New Shop Building
702 NW Homestead Drive
Lawton, OK 73505**

The Architect:

(Name, legal status and address)

**Design Architects Plus
1501 SW 104th
Oklahoma City, OK 731159**

The Owner's Designated Representative:

(Name, address and other information)

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

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 A201r"-2007, 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.

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User Notes:

(389ADA3E)

The Construction Manager's Designated Representative:
(Name, address and other information)

CDBL, Inc.
P.O. Box 485
Lawton, OK 73502
Telephone Number: **580-355-5463**
Fax Number: **580-355-5469**

The Architect's Designated Representative:
(Name, address and other information)

The Owner and Construction Manager agree as follows.

Init.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

(Paragraph Deleted)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 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 the 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 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. 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.

§ 1.2 Relationship of the Parties

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

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A20F1'L2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

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

§ 2.1.2 Consultation

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. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; 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.

§ 2.1.3 When Project requirements in Section 3.1.1 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 could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

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

§ 2.1.5 Preliminary Cost Estimates

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

§ 2.1.5.2 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, estimates of the Cost of the Work of increasing detail and refinement and allowing 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. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

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

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

shall expedite and coordinate the ordering and delivery of materials that must be ordered well 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.

§ 2.1.8 Extent of Responsibility

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

§ 2.1.9 Notices and 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 for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 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 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .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, allowances, contingency, 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.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and 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.

§ 2.2.6 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.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

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

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 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 earlier.

§ 2.3.2 Administration

§ 2.3.2.1 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 by 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 and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (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 Contract Time and 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 and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 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 prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, 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 Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 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 to the Owner and Architect.

§ 2.3.2.6 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 submittal schedule in accordance with Section 3.10 of A201-2007.

§ 2.3.2.7 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. The Construction Manager shall also 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.

§ 2.3.2.8 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 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

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

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

§ 3.1.3 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 Section 6.1.1, (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.

§ 3.1.4 **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.

§ 3.1.4.1 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.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The 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 necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to 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.

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

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **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.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, 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 a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2: *(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

Compensation shall be 1% of total bid amounts of all bid packages for the construction cost of the project determined at completion of the bidding process. This compensation will be applicable if Owner does not proceed with project.

Reimbursable cost items are listed below:

Advertisements for Bids

Printing and distribution of plans and specifications

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

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

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

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

%

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

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

Compensation for Construction Management Fee shall be 10% of the cost of construction as set forth in this contract. General Requirements are considered cost of construction. Included in this contract will be added a 2% Contingency. Contingency subject to change based on owner, architect, and construction manager determination at award of project.

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

Compensation for ADD Change Orders shall be 10% C.M. Fee and 5% for General Requirements based on the cost of the additional work and no deduct in C.M. Fee or General Requirements for DEDUCT Change Orders.

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

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed **One Hundred percent (100.00 %)** of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit(\$0.00)
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§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

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(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201- 2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 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 Section 7.3.3 of AIA Document A201- 2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201- 2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201- 2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201- 2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 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 5.1.2 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 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

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

Project Manager: \$95/hr

Assistant Project Manager: \$75/hr

Project Superintendent: \$90/hr

Clerical: \$50/hr

Carpentry Labor: \$45/hr

General Labor: \$35/hr

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

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, 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.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 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, with the Owner's prior approval.

§ 6.3 Subcontract Costs

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

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

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

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 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.

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

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling 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.

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

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

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 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.

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

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. The basis of reimbursement for Builder's Risk shall be at a rate of .375% and reimbursement for General & Professional Liability Insurance shall be at a rate of .45% of the cost of construction. Compensation for bonds shall be 2% of the construction cost of the project.

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

§ 6.6.3 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.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and 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. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

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

§ 6.6.8 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.

§ 6.6.9 Subject to the Owner's prior approval, 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.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 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 Section 10.4 of AIA Document A201-2007.

§ 6.7.3 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 negligence or failure to fulfill a specific responsibility of 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.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AJA Document A201-2007 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 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 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 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of 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 to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 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 them 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.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 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, 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 Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, 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 Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

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

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Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 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.

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

25th Day of Each Month

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

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

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

§ 7.1.5 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 the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. 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, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 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 for which the Construction Manager has made or intends to make actual 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.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1** Take 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 schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201 - 2007;
- .2** Add 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 Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3** Add the Construction Manager's Fee, less retainage of Zero percent (0.00 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the

same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

- .4 Subtract retainage of Zero percent (0.00 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements. The percentage of retainage held on Subcontractors shall be 10%.

§ 7.1.9 Except with the Owner's prior 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.

§ 7.1.10 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 shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or 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.

§ 7.2 Final Payment

§ 7.2.1 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 Section 12.2.2 of AIA Document A201- 2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

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:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, 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 Section 9.5.1 of the AIA Document A201- 2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201- 2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be 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 Section 15.2 of A201-2007. 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.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager 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 the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AJA Document A201-2007. *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of A/A Document A201-2007.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Performance Bond	
Payment Bond	
Maintenance Bond	

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. 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 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AJA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, 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.)

- Arbitration pursuant to Section 15.4 of AJA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If a dispute arises out of or relates to this contract, or the breach thereof; and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AJA Document A201-2007 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.)

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ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 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 Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services 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 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 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 10.1.2:

- .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 5.1 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.

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 which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, 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.

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.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

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§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

Project Manager: \$95/hr

Assistant Project Manager: \$75/hr

Project Superintendent: \$90/hr

Clerical: \$50/hr

Carpentry Labor: \$45/hr

General Labor: \$35/hr

Section 179D Allocation: As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. This program allows government building owners to allocate potential Section 179D deductions for the installation of energy efficient building envelope, HVAC and hot water systems, or interior lighting systems. Taxpayers eligible to receive an allocation may include an architect, engineer, contractor, environmental consultant, or energy services provider. Lawton Public Schools hereby provides **CDBL, Inc.**, the Section 179D deduction for this project. The authorized owner representative is not responsible for certification of the energy efficient commercial building property. The taxpayer receiving the allocation is solely responsible for obtaining the required certification and onsite verification and for ensuring their accuracy and substance. Following a Lawton Public Schools will be provided with a summary analysis detailing the energy-saving improvements and the final Section 179D deduction amount.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 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.

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§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133- 2009 , Standard Form of Agreement Between Owner and Construction Manager As Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- .2 AIA Document A201- 2007, General Conditions of the Contract for Construction
- .3 AIA Document E2 01™- 2007, Digital Data Protocol Exhibit, if completed, or the following:

- .4 AIA Document E202n '- 2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

- .5 Other Documents:
(List other documents, if any, forming the Agreement.)

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

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*
Michael B. Brown, Owner/President, CDBL, Inc.

(Printed name and title)

(Printed name and title)

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**Minutes of the Lawton Public Schools Board of
Education Regular Meeting
Held on Thursday, October 20, 2022**

The Board of Education of Independent School District I-8, Comanche County, Oklahoma, met on Thursday, October 20, 2022 at 5:15 PM in the Shoemaker Center Auditorium, 753 NW Fort Sill Blvd, Lawton, Oklahoma.

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

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

Mary Bradley: Present
Carla Clodfelter: Present
Patty Neuwirth: Present
James Peay: Absent
Zeldon Rice: Present
Mark Scott: Absent

4. Special Guests/Special Recognitions - Kevin Hime and Mary Bradley.

Dana Moore, Principal of Edison Elementary, along with staff members and students reported on the various activities and events taking place at Edison.

5. Report of the Superintendent

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

b. Superintendent's Announcement(s)

Mr. Hime announced that MacArthur High School Volleyball team competed today in the State Tournament, defeating Glenpool. They will continue to play on October 21 in the semi-finals. MacArthur High School Unified Volleyball teams will also compete in the State Tournament beginning Oct. 21.

LPS JROTC programs and LPS Leadership students enjoyed a visit today from Oklahoma Medal of Honor Recipient MSG Earl Plumlee at the Life Ready center. Then Staff Sgt. Earl Plumlee distinguished himself by acts of gallantry and intrepidity above and beyond the call of duty while engaging with the enemy in support of Operation Enduring Freedom in Ghazni Province, Afghanistan, on August 28, 2013. Thank you for your service, MSG Plumlee!

6. Discussion with possible action to approve Sanctioning Applications

Motion Passed: Motion to approve Sanctioning applications. passed with a motion by Carla Clodfelter and a second by Zeldon Rice.

Carla Clodfelter: Yes
Mary Bradley: Yes
Patty Neuwirth: Abstain (With Conflict)
Zeldon Rice: Yes

7. Consent Agenda

(The following matters may be approved in their entirety by the Board upon motion made, seconded and passed by a majority vote of the Board members. However, upon request of any Board member, any one or more matters will be removed from the consent agenda and acted upon separately. Contracts are approved subject to review by the District's legal counsel. Any or all of the public record items included within the consent agenda, i.e. minutes to be submitted for approval; purchase orders to be submitted for acceptance; financial report; proposed transfer of funds between activity accounts; and fund-raising event listings, may be examined at the Office of the Clerk of the Board of Education at the Shoemaker Center, 753 Fort Sill Blvd., Lawton, OK. An appointment to review records is requested.)

Motion Passed: Motion to approve the consent agenda as presented passed with a motion by

Carla Clodfelter and a second by Patty Neuwirth.

Carla Clodfelter: Yes
Mary Bradley: Yes
Patty Neuwirth: Yes
Zeldon Rice: Yes

a. Report of the Purchasing Agent/Encumbrance Clerk - Sheila Relf

1. Approve Purchase Orders

General Fund (11) PO Numbers 1316-1394
Building Fund (21) PO Numbers 52-64
Bond Fund (32) PO Numbers 43-44
Bond Fund (33) PO Numbers 130-136

2. Change Order Listing

3. Payroll Encumbrance Purchase Order Numbers 50000-52441

b. Report of the Chief Financial Officer - Lance Gibbs

1. Treasurer's Report for the Month of September, 2022

c. Report of the Activity Fund Custodian - LaQuinta Chambers

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

d. Report of the Clerk - Carla Dewberry

1. Approval of Board of Education Election Packet Seat #3

e. Approval of the Minutes of the September 27, 2022 Regular Board Meeting

- f. Item(s) Removed from the Consent Agenda for Separate Action
- g. Approval of the Balance of the Consent Agenda
- h. Approval of Item that was Previously Pulled for Separate Action

8. Proposed Executive Session to Discuss:

There was no Executive Session

- a. The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Personnel Reports, Exhibit A and Exhibit B. (Exhibit B includes new potential hires and presented to the board under separate cover).
[Authorized by 25 OKLA.STAT. Section 307 (B)(1) of the Oklahoma Open Meeting Act]

9. Vote to Convene into Executive Session

10. Acknowledge Board's Return to Open Session

11. Executive Session Minutes Compliance Announcement

12. Superintendent's Personnel Report / Items Discussed in Executive Session

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

Motion Passed: Motion to approve the balance of the consent agenda passed with a motion by

Carla Clodfelter and a second by Patty Neuwirth.

Carla Clodfelter: Yes

Mary Bradley: Yes

Patty Neuwirth: Yes

Zeldon Rice: Yes

13. New Business - This refers to any matter not known about or which could not have been reasonably foreseen prior to the time of posting of the agenda. Okla. Stat. tit. 25 Sec. 311(A)(9)

There was no New Business

14. The next regular board meeting date is Monday, November 7, 2022, at 5:15 p.m., in the Shoemaker Center Auditorium.

15. Setting New Board Meeting Dates

No new dates were set.

16. Board Announcements

Mary Bradley reminded everyone the LPSF continues to sell tickets for the chance to win new Chevy truck.

17. Adjournment

The meeting adjourned at 5:40 p.m.

I, the undersigned clerk of the Board of Education of Lawton Public Schools, District I-8, Comanche County, Oklahoma, do hereby certify that prior notice of this meeting was given to the County Clerk of Comanche County, Oklahoma, listing the time, place, and date of the meeting. I also certify that at least 24 hours prior to the meeting, notice of the time and place and the agenda were posted in prominent view of the location of the meeting and in all respects Title 25, O.S. (Supp.) both inclusive, have been complied with fully.

Witness my hand and seal of the school district this 26th day of October, 2022.

School Seal:

Carla Dewberry, Clerk of the Board

Schyla Brown, Minutes Clerk

Mary Bradley, President

HUMAN RESOURCES

Personnel Report - Exhibit A

November 7, 2022

*Denotes Retirement; **Denotes never worked

The following RESIGNATIONS have been received:

CERTIFIED

NAME	ASSIGNMENT	END DATE
Hinkle, Myca	Teacher	10/19/2022
King, James Patrick	Teacher	11/14/2022
Lee, Rodney	Assistant Principal	11/30/2022
Mackenzie, Megan	Teacher	10/18/2022
Wallace, Misty	Teacher	11/4/2022

SUPPORT

NAME	ASSIGNMENT	END DATE
Dorcely, Kathy	In House Supervisor	10/25/2022
Megehee, Georgia	Class Size Teacher Assistant	10/28/2022
Newkirk, Cedric	Sweeper	10/21/2022
Percy, Autumn	Library Assistant	10/28/2022
Rameriz, Veronica	Cook	10/7/2022
Riveria-Robinson, Lesly	Bus Monitor	11/04/2022

HUMAN RESOURCES

Personnel Report - Exhibit B

November 7, 2022

The following EMPLOYMENTS are recommended for temporary cont
2022-2023 school year:

CERTIFIED

NAME	ASSIGNMENT	START DATE
Bross, Danna	Project Aware Community Mgr/Coordinator	11/14/2022
English, Lerbretha	Teacher	11/7/2022
McLeod, Jennifer	Teacher	10/20/2022

SUPPORT

NAME	ASSIGNMENT	START DATE
Abrams, Christopher	Custodian	10/26/2022
Butler, Edwin	Police Officer	10/27/2022
Caldwell, Laneice	Bus Driver	10/18/2022
Craft, Jessica	Class Size Assistant	11/07/2022
Crass, James	Sweeper	11/2/2022
Crespo-Garcia, Laura	Personal Care Assistant	11/2/2022
Douma, Jeanette	Library Assistant	10/24/2022
Gill, Jon	Personal Care Assistant	10/18/2022
Gulliferm Jennifer	Personal Care Assistant	10/24/2022
Jackson, Martin	Custodian	10/18/2022
Jeanette, Douma	Library Assistant	10/24/2022
John, Leonard	Custodian	10/24/2022
Liebherr, Kerri	Custodian	10/31/2022
Lighthall, Mollie	Secretary	10/24/2022
Mattson, Ashlan	Class Size Assistant	11/1/2022
Miller, Ashleigh	Personal Care Assistant	10/31/2022
Navarro-Merraz, Carolina	Personal Care Assistant	10/17/2022
Palmer, Lilyan	Library Assistant	10/31/2022
Pierce, Mitchell	Personal Care Assistant	10/31/2022
Pruett, Zachary	Custodian	11/9/2022
Puccino, Robert	Police Officer	10/31/2022
Rodriquez, Shannon	Cook	11/2/2022
Santiago, Eric	Custodian	11/10/2022
Self, Savannah	Personal Care Assistant	11/7/2022
Stone, ByGina	Personal Care Assistant	10/06/2022
Thournton, Angela	Personal Care Assistant	10/24/2022
Waldron, Richard	In House Supervisor	10/31/2022

Weidel, Katylynn	SPED Teacher Assistant	10/31/2022
Wiley, Amanda	Discretionary Aid	10/18/2022
Winkleman, Nora	Activity Bus Driver	10/5/2022
Wyatt, Karoline	Cook	11/1/2022

The following EXTRA DUTIES have been assigned for the 2022-2023 school year:

NAME	ASSIGNMENT	START DATE
Kurta, Jazef	Head Boys Soccer Coach	7/1/2022
Simian, Kamryn	Girls Basketball Assistant Coach	7/1/2022
Strickland, Scott	District Assistant Swim Coach	7/1/2022
Theriot, Erica	Girls Basketball Assistant Coach	7/1/2022