



**Lawton Public Schools Board of Education
Regular Meeting
December 9, 2019 5:00 PM
Shoemaker Education 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 1-4. 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 - Dr. Tom Thomas
3. Roll Call to Establish Quorum
4. Special Guests/Special Recognition - Dr. Tom Thomas and Carla Clodfelter
 - a. National FFA Convention Results for Lawton FFA - Lindsey Hoerbert
 - b. Update - Great Plains Technology Center's Pre-Engineering Program - GPTC Superintendent Clarence Fortney
5. Architect and Construction Manager at Risk Update
6. Departmental Reports
 - a. Information Item: Update - Business Operations and Educational Services Reports
 - b. Information Item: 2018 DoDEA Audit Findings Review
 - c. Information Item: 2019 State Report Card Results for Lawton Public Schools - Karen Cooksey
7. Report of the Superintendent
 - a. 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.)

- a. Item(s) Removed from the Consent Agenda for Separate Action
 - b. Approval of the Balance of the Consent Agenda
 - c. Approval of the Minutes of the November 19, 20, 2019 Special Board Meetings
 - d. Report of the Purchasing Agent/Encumbrance Clerk - Sheila Relf
 1. Increase, Decrease and Issue Purchase Orders
 2. Gasoline Tabulation
 3. Encumbrances/Partial Payments
 - e. Report of the Interim Comptroller - Lance Gibbs
 - f. Report of the Activity Fund Custodian - Nancy McQuaide
 1. Out of State Travel
 - A. EHS Boys Basketball to Hobbs, New Mexico, Hobbs Holiday Tournament, December 26-28, 2019 AND MHS JROTC to qualifying drill meet in San Antonio, TX, January 21 - 24, 2020
 2. Activity Fund Transfers
 - g. Report of the Clerk - Kathy Bentley
 1. Applications for Sanctioning of Parent Organizations and Booster Clubs
 2. Construction Related Contracts/Agreements
 - A. Architects in Partnership LLC, Cameron Stadium Football Field Replacement
 - B. RCJ Construction Inc, Change Order #1, MHS HVAC Renovation
 3. Contracts / Agreements
 - A. Afterwork Productions, MHS Student Council, DJ Services for Senior Prom, May 11, 2020
 - B. Cindy Elkins, Educational Consultant, Eisenhower Elementary and Lincoln Elementary, Reading and Math Strategies
 - C. City of Lawton, City Hall Rental Agreement:
LHS Senior Class 2020, Senior Prom, April 18, 2020
EHS Student Council, Senior Prom, April 25, 2020
 - D. Journey Productions, Sound System and Lighting for High School Graduations, May 21-22, 2020
9. Proposed Executive Session to Discuss [Authorized by 25 OKLA.STAT. Section 307 (B)(1) of the Oklahoma Open Meeting Act]:
 - a. The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Certified and Support Personnel Reports posted with the Agenda.
 - b. The terms of contract concerning a specific individual to serve as Superintendent of Schools
 10. Vote to Convene in Executive Session
 11. Vote to Acknowledge Return to Open Session
 12. Statement of Executive Session Minutes
 13. Superintendent's Personnel Report / Items Discussed in Executive Session
 - a. Approval of Certified and Support Personnel Reports

- b. Consideration and action, if any, regarding the employment of an individual to serve as Superintendent of Schools
- 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 Thursday, January 16, 2020, at 5:00 p.m., in the Shoemaker Center Auditorium.
- 16. Setting New Board Meeting Dates
- 17. Board Announcements
- 18. Adjournment

Time of Posting: 3:30 p.m.

Date of Posting: May 14, 2021

Place of Posting: Foyer of Shoemaker Center, 753 NW Fort Sill Blvd.

Posted by: _____
Kevin Hime, Superintendent

BUSINESS OPERATIONS
Board Meeting Update
December 9, 2019

Arthur Hawkins for David Erwin – Information Systems

- We are continuing updates to our procedures book, and continuing to update impact Aid Cards. Will finish FQSR for first quarter validation with RAO on Friday.
- At the beginning of December, we will start the new calendars for Infinite Campus so students will be able to do pre-registration in January.

Paula Diehl – Payroll

- Updating the board approved 10% Extra Duty retro payments for December 10, 2019.
- Preparing documents for fiscal year 18/19 for the auditors.
- Processing football game workers payments for December 10, 2019.
- Processed United Way payroll deductions beginning December 1, 2019.

Jean Hastings – Personnel

- Continuing training on the new Support Electronic Evaluation Systems (SEES)
- Updating recruitment materials and sent “Save the Date” notices to all state higher education programs, hiring agencies, TAPS at Fort Sill
- Working through mid-year staff changes (retirements, relocations, and hires)

Child Nutrition

- No Report

AJ Watson - Information Technology

- Worked with and updated issues with Alio, with a successful outcome.

Dave McDermott – Media Operations

- 2020-2021 eRate for Category 1 (Internet) and Category 2 (Hardware) has been certified, the request for proposals are posted on our website. We now have to wait 45 days for the bidding process before selecting a vender.
- Updated the main computer in the print shop from Windows 7 to Windows 10. This computer runs the large Nuvera EA144 printer as well as is the editing computer for all documents that edited on as well.
- Prepping for mid-year instructional supply inventory.

Donald McCaig – Facilities Operations/Maintenance

- Scheduling replacement of HVAC units on the Library at MacArthur High School.
- Also repairing roof at the vacant Swinney Elementary school.
- Adding offices at Lawton High school for Assistant Principals and Police Officers.

Trae Koch – Transportation

- Continuing midterm evaluations of new employees
- Safety training concerning special education students and evacuations
- State examiner testing for staff, activity and route drivers

EDUCATIONAL SERVICES
Board Meeting Update
December 9, 2019

Brenda Hatch – Elementary Ed. / Professional Development

- Attended the National Gifted Child Conference in Albuquerque, New Mexico
- Trained Rookie Teachers to analyze data and utilize our textbook resources
- Working with community Mental Health Agencies to provide Behavioral Health Assistants for two elementary pilot schools beginning second semester

Karen Cooksey – Elementary Education and Donna Catlin – Elementary Ed. / Early Childhood

- Completed Mid-Year McRel Evaluations and PLF checkpoints with all elementary principals.
- Worked with elementary principals to review State Report Card results.

Rick Owens – Secondary Education

- Finished Comprehensive Exit Reports with principals
- Working with the data center on Student Level FQSR report
- Preparing for the Historical Graduation Cohort Report

Carol McPhail – Middle Schools

- Conducted Site Visits focused on climate & culture
- Conducted Leadership Academy
- Prepared Mid-Year Principal Evaluations

Mark Mattingly – Student Services

- Working on the Carl Perkins Comprehensive Local Needs Assessment
- Preparing site furniture needs assessment
- Implementation of district wide Behavioral Health Program

Chris Sharkey – Special Services

- Over 14 LPS employees attended the Secondary Transition Planning for students with Mild/Moderate Disabilities. The training took place at Cameron University on November 19, 2019.
- Special Services sent 12 teachers/administrators to the Oklahoma Autism Conference in OKC on November 22nd and 23rd, 2019.

Teresa Jackson – High Schools

- Site Visits to Build Relationships/Provide Support
- High School Principal's Meeting December 2, 2019
- New Secondary Leadership Academy December 10, 2019 at Shoemaker

Gary Dees – Athletics

- Fall sports inventory and evaluations.
- Field turf for Cameron Stadium
- Athletic policy revisions

Diana Landoll – Grants

- Working with DoDEA schools to revise grant budgets.
- Working with High Schools to review needs and budget remaining AP funds from MSI Grant (National Math Science Initiative)

Dr. Regina DeLoach – Secondary Curriculum

- Planning & creating the city-wide Black History Month Calendars for Jan. and Feb. as well as planning the LPS MLK program.
- Mentoring and coaching 27 secondary teachers in classroom management and effective classroom instruction.
- Creating effective communication and problem-solving techniques for LPS Military Child issues.

Reagan Hall-Ousley – Secondary Curriculum

- Finalized contracts/scheduling for tutors and literacy coaches in all middle schools
- Aligned 7th Social Studies with 6th grade resources to ensure teachers have necessary materials to teach the standards.
- Continued to provide professional development on new curriculum resources in grades K-12 (teachers & principals)

Sharon Havron – Elementary Curriculum

- Interim 2 Assessments have been written with standards aligned to state blueprints and sent to principals for grades 3rd-5th.
- I have had the opportunity to make many site visits to support teachers and principals on the features our textbooks offer and how to use the online resources provided with these texts.
- The Scope and Sequence of Journeys identifies the Comprehension, Author's Craft, Vocabulary, and Language skills in each lesson. I have labeled all of these skills with the standard matched in OAS. This will be available to teachers soon.

Teresa Donahue – Federal Programs

- Federal Programs – Roger Rosenthal, attorney and Executive Director of the Migrant Legal Action Program in Washington D.C., presenting in Lawton on December 9th at City Hall on the legal obligations of districts servicing English Learner students.
- English Learner Program – Completed preparations for Regional Accreditation Officer for the December 2019 Bilingual Audit
- Johnson O'Malley (JOM) Indian Education Program - assisting Native American Seniors with cap and gowns orders for graduation

Joan Gabelmann – Assessment and Accountability

- Worked with Ridgecrest regarding ACT Academy
- Dropout Report completion and delivery
- Spring ACT/CCRA accommodations training for high school BTC's and Special Education Department Chairs – going over law and test accommodation requirements

David Hornbeck – Police Department

- Bullet proof vests have arrived and have been distributed to all LPSPD officers
- Radios are in and are being programmed
- Training and meetings for Field Incident Response and Safety Team (F.I.R.S.T.) at LHS



**DEPARTMENT OF DEFENSE
EDUCATION ACTIVITY**
4800 Mark Center Drive
Alexandria, VA 22350-1400

Procurement Division

November 22, 2019

Lawton Public Schools
ATTN: Mr. James L. Gibbs
753 Fort Sill Blvd
Lawton, OK 73507-5421
Telephone No.: 580-215-0255, Ext 2045
Email: lance.gibbs@lawtonps.org

SUBJECT: Non-Compliance Notice regarding Grants HE1254-15-1-0048, HE1254-16-1-0025, and HE1254-17-1-0037.

Dear Mr. Gibbs:

The Department of Defense Education Activity (DoDEA) conducted and was provided a FY 2018 Single Audit Report on Lawton Independent School District No. 8 grants in accordance with Title 2 U.S. Code of Federal Regulation Part 200 (2 CFR 200), Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The Audit report identified compliance issues related to lack of documentation for expenditures related to salaries and wages. After a thorough review of the Audit findings, DoDEA has determined that you are not in compliance with the subject grants terms and conditions. The Audit report found that immediate corrective actions are needed to address the following issue:

1. Federal program expenditures related to salaries and/or wages did not have proper time and effort documentation, which is in violation of 2 CFR 200.430(i)(1)(vii) Standards for documentation of personnel expenses, (1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one federal award.

We recommend you address the aforementioned deficiency immediately or the subject grants will be placed on suspension status 60 days from this notification date and effective January 21, 2020 in accordance with the grants terms and conditions, Other Administrative Requirements (OAR) Article III, Remedies and Terminations. For now and until the anticipated grant suspension date, if your school district addressed the findings, please provide proof of your corrective action to become compliant to me and DoDEA's Grant Program Manager, Ms. Jennifer Dailey-Perkins at Grants@hq.dodea.edu.

Appeal Procedures:

If you disagree with the decision as written above, 45 CFR Part 16 provides you with the opportunity to appeal this decision directly to the DoDEA Grants Officer. Your written request to appeal this decision must be sent within 30 calendar days of your receipt of this letter. The use of certified or registered mail is recommended to establish the mailing date of all correspondence. Your appeal of this decision should be mailed directly to the DoDEA Grants Officer. Your original letter and two copies of all documents should be sent to:

Department of Defense Education Activity
Attn: Alim Koroma, Grants Officer
4800 Mark Center Drive
Suite 05G03-01
Alexandria, VA 22350-1400

Your letter should state your intention to appeal, indicate the exact issue in dispute, and include a statement of your position and the reasons why you feel these additional reporting requirements are incorrect. A copy of this memorandum should be attached to your letter. If you choose to appeal, the DoDEA Grants Officer will notify you of further procedures upon receipt of your appeal letter.

If you have any question regarding this decision, please contact me at 571-372-1473 or email at alim.koroma@dodea.edu .

Sincerely,

KOROMA.ALIM.A.13
97998254

Digitally signed by
KOROMA.ALIM.A.1397998254
Date: 2019.11.22 08:47:06 -05'00'

Alim Koroma
Grant Officer

Cc: 1. Jennifer Dailey-Perkins, DoDEA Grant Program Manager
2. Grant File



Date: November 26, 2019

RE: Non-Compliance Notice letter dated November 22, 2019
FY18 Audit Finding Lawton Public Schools

TO: DoDEA, Jennifer Dailey-Perkins, and Alim Koroma

We appreciate our partnership with DoDEA and the impact it has had on Military Connected students in Lawton, Oklahoma.

Unfortunately, I am writing this letter in response to an FY18 audit finding. The audit finding is:

**2018-004 Promoting K-12 Student Achievement at Military-Connected Schools
CFDA#12.556 (OCAS Project 775, 777, & 779)**

Condition: Federal program expenditures related to salaries/wages did not have proper time and effort documentation.

Below is a pointed description of the issue and expenditures associated.

- While "Time and Effort" documentation was kept, it was NOT in compliance and did not meet Federal Grant/DoDEA requirements
- The following is a break down of the resulting overpayments that were made and are owed back to DoDEA:
 - HE1254-15-1-0048 (777 Middle School)
 - Salaries: \$32,223.87
 - Fringe benefits: \$7,941.40
 - Total: \$ 40,165.27
 - HE1254-16-1-0048 (779 High School)
 - Salaries: \$29,030.14
 - Fringe benefits: \$6,759.21
 - Total: \$ 35,789.35
 - HE1254-17-1-0048 (775 Elementary School)
 - Salaries: \$24,196.29
 - Fringe benefits: \$6,146.78
 - Total: \$30,343.07

It should be noted that "Time and Effort" reporting is currently in compliance.

Respectfully,

Lance Gibbs
Interim Comptroller

OVERVIEW OF WHAT IS MEASURED ON THE REPORT CARD

- Indicators
 - A. Middle/Elementary Schools have 4
 - 1. Academic Achievement
 - 2. Academic Growth
 - 3. English Language Proficiency Assessment Progress (ELPA)
 - 4. Chronic Absenteeism (to be approved by the local board next year – state is still working on a rubric)
 - B. High Schools have 5
 - 1. Academic Achievement
 - 2. English Language Proficiency Assessment Progress (ELPA)
 - 3. Chronic Absenteeism (to be approved by the local board next year – state is still working on a rubric)
 - 4. Graduation Rate
 - 5. Post-Secondary Opportunities
- Subgroups within the indicators
 - Students with Disabilities
 - Economically Disadvantaged
 - English Learners
 - Racial/Ethnic Groups

Not meeting Targets as defined in ESSA could result in:

Comprehensive Support and Improvement Schools. Describe the State’s methodology for identifying not less than the lowest performing **five** percent of all schools receiving Title I, Part A funds in the State for comprehensive support and improvement, including the year in which the State will first identify such schools. (p.95 ESSA)

Targeted Support and Improvement. Describe the State’s methodology for annually identifying any school with one or more “consistently underperforming” subgroups of students, based on all indicators in the statewide system of annual meaningful differentiation, including the definition used by the State to determine consistent underperformance. (ESEA section 1111(c)(4)(C)(iii)) [p.98 ESSA]

We will find out later whether we have a subgroup and/or indicator that did not meet their target

DISTRICT REPORT

Rather than go over each individual school, our information report will be based on District level data, which is representative of all our schools, a breakdown of each site is in your handouts or on your computer.

Academic Achievement

District Elementary 57.68% = B

District Middle School 57.68% = B

District High School 46.48% = C

Although District reports are not out at this time these scores should be a close representation of our overall performance for the district. (C+/B-)

*The above data is based on formulas and calculators provided by the state

Composite (Meets or exceeds state level targets)

- District – 43.4%
- State – 39.1%

The District also outscored the state in English, Math, and Science

Academic Growth

Composite (Demonstrates progress over consecutive years)

- District – 72.9%
- State – 58.6%

Our District also outperformed the state in Math and English

Academic Progress

- District – 93.8%
- State – 88.1%

This is not an indicator but it demonstrates our progress from one year to the next

ELPA

- District – 42.8%
- State – 29.2%

This indicator demonstrates the percent of ELL students on track to exit the program (language acquisition)

Chronic Absenteeism

- District – 82.84%
- State – 85.97%

Percentage of students in good attendance

Post-Secondary Opportunities

- District – 44.6%
- State – 45.9%

Indicates the percent of students that earned a post-secondary credit (i.e. internship, AP Course, Career Tech course for a certification, and concurrent enrollment)

Graduation

Percentage of points earned for supporting students at graduating in four, five or six years when compared to other schools

- District – 51.6%
- State – 59.6%
- 4 year
- District – 84.4%
- State – 59.6%
- 5 year
- District – 81.5%
- State – 84.6%
- 6 year
- District – 68.7%
- State – 83.5%

Note: Transition students currently impact these percentages – Asking/Waiting on the state for a code

Assessment Performance

Oklahoma’s long-term goal is that by 2030, the majority of all students will score proficient on state tests, indicating they are meeting grade-level standards aligned to college and career readiness

- Below Basic – students not performing at the basic level
- Basic – Students demonstrate partial mastery, and not on track to be career/college ready (CCRA)
- Proficient - Students demonstrate mastery, can analyze and apply knowledge, are ready for the next grade level, course and are on track to be career and college ready (CCRA)
- Advanced – Students demonstrate superior performance on challenging subject matter

District – 33.4% Meet or exceed grade-level standards by scoring at/above proficient
 State – 33.0% Meet or exceed grade-level standards by scoring at/above proficient

District Subgroups to monitor and assist

Chronic Absenteeism

- SWD – 20.94% chronically absent
- Economically Disadvantaged – 20.15% chronically absent
- American Indian – 26.01% chronically absent

Graduation 4 years

*SWD – 73%
 *American Indian 75%

Post-Secondary Opportunities

- SWD – 26% received credit

Performance

- SWD – 54% below basic
 - EL – 38% below basic
 - African American – 40% below basic
 - Homeless – 41% below basic
- *53% of all subgroups scored below the Target for performance in student achievement, however, only 26% were below basic*

What are we doing with the results?

- **Find gaps**
- **Develop programs to motivate students to attend school i.e. character education**
- **Alt programs to be flexible for our students – to keep them from dropping out or getting behind on credits i.e. MacRoad, Wrap, IKE, LVA, Gateway, Score etc.**
- **Provide professional development to teachers and the community**
- **Before and after school tutoring thanks to the Grants department**
- **ACT Aspire again, thanks to the grants department**
- **Make a real effort to clean up Infinite Campus, and reports to the state**

Elementary School Report Card Grades

Elementary Schools	Academic Achievement (35)	Academic Growth (30)	ELPA Progress (15)	Chronic Absenteeism (10)	Points Earned (90)	Letter Grade
Crosby Park 2019	26.28 B	23.87 B	11.63 B	6.86 B	68.64	B
2018	27.22 B	25.71 B	11.45 B	7.2 B	71.58	A
Sullivan Village 2019	25.97 B	23.86 B	9.37 B	3.62 D	62.82	B
2018	19.71 C	21.31 B	8.83 C	5.85 B	55.7	B
Hugh Bish 2019	23.69 B	23.54 B	7.86 C	7.27 B	62.36	B
2018	21.35 B	18.96 B	10.45 B	5.5 C	56.26	B
Cleveland 2019	20.86 C	26.60 A	13.04 B	F	60.5	B
2018	19.41 C	18.9 B	2.68 D	2.15 D	43.14	C
Freedom 2019	21.79 B	19.54 B	13.56 B	5.17 C	60.06	B
2018	25.59 B	20.53 B	13.04 B	6.31 B	65.47	B
Woodland Hills 2019	19.56 C	22.27 B	11.63 B	4.36 C	57.82	B
2018	18.01 C	10.67 D	15 A	6.36 B	50.04	C
Eisenhower Elem 2019	20.33 C	18.99 B	11.31 B	5.12 C	55.75	B
2018	19.66 C	15.73 C	13.04 B	5.77 B	54.2	B
Washington 2019	13.98 C	27.19 A	11.21 B	0.95 F	53.33	B
2018	12.24 D	11.58 C	15 A	3.66 C	42.48	C
Pioneer Park 2019	15.78 C	19.50 B	13.04 B	3.44 D	51.76	C
2018	20.51 C	17.57 C	15 A	4.47 C	57.55	B
Carriage Hills 2019	17.32 C	17.59 C	11.13 B	4.13 C	50.17	C
2018	19.44 C	9.32 D	12.3 B	5.52 C	46.58	C
Whittier 2019	18.52 C	14.18 C	9.15 C	7.91 A	49.76	C
2018	21.46 B	10.36 D	11.63 B	5.7 C	49.15	C
Almor West 2019	12.69 D	19.35 B	8.83 C	6.77 B	47.64	C
2018	13.03 D	5.43 D	9.27 C	5.58 C	33.31	D
Edison 2019	12.73 D	21.65 B	6.69 C	3.95 C	45.02	C
2018	15.02 C	15.3 C	10.45 B	3.94 C	44.71	C
Pat Henry 2019	15.76 C	16.28 C	10.45 B	2.10 D	44.59	C
2018	15.16 C	14.11 C	8.95 C	3.83 C	42.05	C
Adams 2019	10.34 D	19.63 B	4.70 D	4.55 C	39.22	C
2018	16.79 C	13.74 C	10.45 B	6.13 B	47.11	C
Lincoln 2019	6.29 D	10.18 D	9.40 B	F	25.87	D
2018	14.81 C	11.16 D	13.69 B	1.54 D	41.2	C
Ridgecrest 2019	7.68 D	8.41 D	5.59 C	.22 F	21.9	D
2018	13.57 C	21.1 B	13.22 B	2.27 D	50.16	C

Total Points	35	30	15	10	90	
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Updated 11/25/19

Academic Achievement	Academic Growth	ELP	Chronic Absenteeism	Overall Score (with ELP)	Overall Score (w/o ELP)
A: 30.86 - 35	A: 25.76-30	A: 13.91-15	A: 7.88-10.0	A: 71.26-90	A: 61.19-75
B: 21.08 - 30.85	B: 18.57-25.75	B: 9.35-13.90	B: 5.77-7.87	B: 52.34-71.25	B: 46.52-61.18
C: 13.20 - 21.07	C: 11.26-18.56	C: 5.56-9.34	C: 3.65-5.76	C: 34.72-52.33	C: 33.86-46.51
D: 1.77 - 13.19	D: 4.90-11.25	D: 1.82-5.55	D: 1.54-3.64	D: 16.91-34.71	D: 16.65-33.85
F: 0 - 1.76	F: 0-4.89	F: 0-1.81	F: 0-1.53	F: 0-16.90	F: 0-16.64
**no updates					



**Minutes of the Lawton Public Schools
Board of Education Special Meeting
Held on Tuesday, November 19, 2019**

The Board of Education of Independent School District I-8, Comanche County, Oklahoma, met on Tuesday, November 19, 2019 at 4:00 PM in the conference room at the Great Plains Technology Center Business Development Center, 1601 Park Ridge Boulevard, Lawton, Oklahoma.

CALL TO ORDER AND ROLL CALL

Carla Clodfelter, President, called the meeting to order. Roll call indicated the following board members were present:

Carla Clodfelter, President
Patty Neuwirth, Vice-President
Kelly Edwards
Mary Bradley
Kent Jester

*Col. Don King, Ex-Officio, was absent

EXECUTIVE SESSION

Motion Passed: Motion to convene in executive session to interview applicants for the position of superintendent of schools passed with a motion by Kent Jester and a second by Mary Bradley. The time was 4:08 p.m. Roll call was:

Patty Neuwirth	Yes
Kelly Edwards	Yes
Mary Bradley	Yes
Kent Jester	Yes
Carla Clodfelter	Yes

Motion Passed: Motion to acknowledge return to open session passed with a motion by Patty Neuwirth and a second by Kelly Edwards. The time was 9:16 p.m. Roll call was:

Patty Neuwirth	Yes
Kelly Edwards	Yes
Mary Bradley	Yes
Kent Jester	Yes
Carla Clodfelter	Yes

STATEMENT OF EXECUTIVE SESSION MINUTES

STATEMENT OF EXECUTIVE SESSION MINUTES

The Board of Education went into executive session at 4:08 p.m. to interview applicants and discuss the position of Superintendent of Schools.

Members present included:

Carla Clodfelter, President
Patty Neuwirth, Vice-President
Kelly Edwards
Mary Bradley
Kent Jester

During the executive session, the board discussed these items and no other items, and no action was taken. The board returned to open session at 9:16 p.m.

This constitutes the minutes of the executive session.

BOARD ANNOUNCEMENTS

There were no board announcements.

ADJOURNMENT

Motion Passed: Motion to adjourn the meeting passed with a motion by Kelly Edwards and a second by Mary Bradley. The time was 9:18 p.m. Roll call was:

Patty Neuwirth	Yes
Kelly Edwards	Yes
Mary Bradley	Yes
Kent Jester	Yes
Carla Clodfelter	Yes

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 _____ day of _____, 2019.

School Seal:

Kathy Bentley, Clerk of the Board

Denise Duffy, Minutes Clerk

Carla Clodfelter, Board President



**Minutes of the Lawton Public Schools
Board of Education Special Meeting
Held on Wednesday, November 20, 2019**

The Board of Education of Independent School District I-8, Comanche County, Oklahoma, met on Wednesday, November 20, 2019 at 4:00 PM in the conference room at the Great Plains Technology Center Business Development Center, 1601 Park Ridge Boulevard, Lawton, Oklahoma.

CALL TO ORDER AND ROLL CALL

Carla Clodfelter, President, called the meeting to order. Roll call indicated the following board members were present:

- Carla Clodfelter, President
- Patty Neuwirth, Vice-President
- Kelly Edwards
- Mary Bradley
- Kent Jester

*Col. Don King, Ex-Officio, was absent

EXECUTIVE SESSION

Motion Passed: Motion to convene in executive session to interview applicants for the position of Superintendent of Schools passed with a motion by Kent Jester and a second by Patty Neuwirth. The time was 4:01 p.m. Roll call was:

- | | |
|------------------|-----|
| Patty Neuwirth | Yes |
| Kent Jester | Yes |
| Mary Bradley | Yes |
| Kelly Edwards | Yes |
| Carla Clodfelter | Yes |

Motion Passed: Motion to acknowledge return to open session passed with a motion by Kelly Edwards and a second by Mary Bradley. The time was 8:10 p.m. Roll call was:

- | | |
|------------------|-----|
| Carla Clodfelter | Yes |
| Patty Neuwirth | Yes |
| Kelly Edwards | Yes |
| Mary Bradley | Yes |
| Kent Jester | Yes |

STATEMENT OF EXECUTIVE SESSION MINUTES

STATEMENT OF EXECUTIVE SESSION MINUTES

The Board of Education went into executive session at 4:01 p.m. to interview applicants and discuss the position of Superintendent of Schools.

Members present included:

Carla Clodfelter, President
Patty Neuwirth, Vice-President
Kelly Edwards
Mary Bradley
Kent Jester

During the executive session, the board discussed these items and no other items, and no action was taken. The board returned to open session at 8:10 p.m.

This constitutes the minutes of the executive session.

BOARD ANNOUNCEMENTS

There were no board announcements.

ADJOURNMENT

Motion Passed: Motion to adjourn the meeting passed with a motion by Kent Jester and a second by Patty Neuwirth. The time was 8:11 p.m. Roll call was:

Patty Neuwirth	Yes
Kelly Edwards	Yes
Mary Bradley	Yes
Kent Jester	Yes
Carla Clodfelter	Yes

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 ____ day of _____, 2019.

School Seal:

Kathy Bentley, Clerk of the Board

Denise Duffy, Minutes Clerk

Carla Clodfelter, President

Lawton Public Schools
Lawton, Oklahoma

Administrative Services Division
Purchasing Department

Request to Issue Purchase Orders and Make Related Encumbrances

December 9, 2019

Shoemaker - Donahue
(General Fund) 0-11-511

Cindy Elkins

FY20 standing purchase order for
consultant fee for the FY20 school
year for Eisen Elem Title I.

\$13,200.00

Shoemaker - Donahue
(General Fund) 0-11-511

Cindy Elkins

FY20 standing purchase order for
consultant fee for the FY20 school
year for Lincoln Elem Title I.

\$9,900.00

Shoemaker - Landoll
(General Fund) 0-11-775

United States Treasury

Return of overpayment on 775 grant
for salaries and fringe benefits per
FY18 audit findings.

\$30,343.07

Shoemaker - Landoll
(General Fund) 0-11-777

United States Treasury

Return of overpayment on 777 grant
for salaries and fringe benefits per
FY18 audit findings.

\$40,165.27

Shoemaker - Landoll
(General Fund) 0-11-779

United States Treasury

Return of overpayment on 779 grant
for salaries and fringe benefits per
FY18 audit findings.

\$35,789.35

Shoemaker - Landoll (General Fund) 0-11-779	ACT Aspire
Online Tests for EHS, LHS and MHS.	\$27,000.00

Shoemaker - Landoll (General Fund) 0-11-775	Achieve Education Solutions
Subscription to Reading Plus for 10 elementary schools.	\$32,385.00

Shoemaker - Landoll (General Fund) 0-11-777	ABC Book Company
Test prep materials for MMS.	\$16,944.20

Shoemaker - Landoll (General Fund) 0-11-777	ABC Book Company
Test prep materials for CMS.	\$16,944.20

Shoemaker - Landoll (General Fund) 0-11-777	ABC Book Company
Test prep materials for EMS.	\$16,944.20

Shoemaker - Landoll (General Fund) 0-11-777	ABC Book Company
Test prep materials for TMS.	\$16,944.20

Shoemaker - Dees (Bond Fund) 0-33-168	AIP
Architect fees to draw up plans and specs for turf replacement at Cameron stadium.	\$23,000.00

**LAWTON PUBLIC SCHOOLS
LAWTON, OKLAHOMA
ADMINISTRATIVE SERVICES DIVISION**

**DIESEL / GASOLINE TABULATION
ALL OR NONE**

Fuel Type:	Quantity Bid:
#2 Ultra Low Sulfur Diesel	7500
Unleaded Gasoline	
BID DATE:	DELIVERY DATE:
<u>11/22/2019</u>	<u>11/22/2019</u>

VENDOR	TIME/DATE	DIESEL	UNLEADED
Glenn Oil Lawton, OK	no response		
Clark Oil Co. Ada, OK			
Carey Johnson Oil Co. Lawton, Ok	11/22/19	\$ 2.0000	
Hooten Oil Co Seminole, Ok			

TABULATION OF ACCEPTED BID			
VENDOR SELECTED -- <u>Carey Johnson Oil Co.</u>			
FUEL	BID PRICE	GALLONS	TOTAL
DIESEL	\$ 2.0000	7451	\$14,902.00
UNLEADED			\$0.00
GRAND TOTAL			\$14,902.00

BEGINNING DATE: 11/14/2019
 ENDING DATE: 12/2/2019

**LAWTON PUBLIC SCHOOLS
 PURCHASE ORDER ENCUMBRANCE LIST**

PAGE 1

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
FUND 11 GENERAL FUNDS						
PROJECT 101 ADMINISTRATIVE SERVICES						
SITE 350 SUPERINTENDENT_TOM THOMAS						
18	AT-A-GLANCE CALENDAR REFILL	11/18/19	STAPLES BUSINESS ADVANTAGE	0-11-101-52321-619-000-0000-000-350	3.22	20003658
SITE Total 350 SUPERINTENDENT_TOM					3.22	
PROJECT Total 101 ADMINISTRATIVE SERVICES					3.22	
PROJECT 102 INSTRUCTIONAL SERVICES						
SITE 165 LINCOLN ELEMENTARY						
1	ALPHABET SOUNDS TEACHING TUBS	11/22/19	LAKESHORE CURRICULUM MATERIALS	0-11-102-51000-681-100-1024-000-165	149.00	20003828
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	11/22/19	WALMART	0-11-102-51000-681-100-1050-000-165	106.23	20003829
SITE Total 165 LINCOLN ELEMENTARY					255.23	
SITE 220 WOODLAND HILLS ELEMENTARY						
1	TESTING MATERIALS PER ATTACHED	11/22/19	NCS PEARSON	0-11-102-51000-614-239-1050-000-220	376.83	20003818
SITE Total 220 WOODLAND HILLS ELEMENTARY					376.83	
SITE 359 DISTRICT MUSIC						
1	INSTRUMENT REPAIRS/FY20 STAND/BD APVD 11-21-19	11/22/19	INTER CITY VIOLIN STUDIOS LLC	0-11-102-51000-430-100-3031-000-359	2,000.00	20003822
SITE Total 359 DISTRICT MUSIC					2,000.00	
SITE 545 EISENHOWER MIDDLE SCHOOL						
18	AT-A-GLANCE CALENDAR REFILL	11/18/19	STAPLES BUSINESS ADVANTAGE	0-11-102-52410-619-000-0000-000-545	16.10	20003658
1	DYMO 69110 LABEWRIER 400 TURBO	11/18/19	AMAZON.COM	0-11-102-52670-653-000-0000-000-545	85.00	20003761
1	RAPTOR CR5400 DUPLEX SCANNER	11/18/19	RAPTOR TECHNOLOGIES LLC	0-11-102-52670-653-000-0000-000-545	495.00	20003672
SITE Total 545 EISENHOWER MIDDLE SCHOOL					596.10	
SITE 705 EISENHOWER SENIOR HIGH SCHOOL						
18	AT-A-GLANCE CALENDAR REFILL	11/18/19	STAPLES BUSINESS ADVANTAGE	0-11-102-52410-619-000-0000-000-705	9.66	20003658
1	RADIO EQUIPMENT/FY20 STAND/BD APVD 11-21-19	11/22/19	LAWTON COMMUNICATIONS LLC	0-11-102-52620-652-000-0000-000-705	750.00	20003823

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**LAWTON PUBLIC SCHOOLS
 PURCHASE ORDER ENCUMBRANCE LIST**

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	RADIO REPAIRS/FY20 STAND/BD APVD 11-21-19	11/22/19	LAWTON COMMUNICATIONS LLC	0-11-102-52620-430-000-0000-000-705	500.00	20003823
SITE Total 705 EISENHOWER SENIOR HIGH					1,259.66	
SITE 710 LAWTON SENIOR HIGH SCHOOL						
18	AT-A-GLANCE CALENDAR REFILL	11/18/19	STAPLES BUSINESS ADVANTAGE	0-11-102-52410-619-000-0000-000-710	19.32	20003658
1	PLATFORM CUSTODIAL CART	11/18/19	AMAZON.COM	0-11-102-52620-651-000-0000-000-710	139.00	20003667
1	SHIPPING	11/22/19	ULINE	0-11-102-52199-651-000-0000-000-710	98.04	20003767
1	JUMBO HEAVY DUTY METAL STORAGE CABINET	11/22/19	ULINE	0-11-102-52199-651-000-0000-000-710	525.00	20003767
SITE Total 710 LAWTON SENIOR HIGH SCHOOL					781.36	
SITE 715 MACARTHUR SENIOR HIGH SCHOOL						
1	SHIPPING	11/22/19	BSN SPORTS LLC	0-11-102-51000-651-803-3300-000-715	110.00	20003827
1	SHIPPING	11/22/19	BSN SPORTS LLC	0-11-102-51000-651-802-3300-000-715	110.00	20003827
1	GYM WALL PADDING/SOLE SOURCE	11/22/19	BSN SPORTS LLC	0-11-102-51000-651-803-3300-000-715	1,100.00	20003827
1	GYM WALL PADDING/SOLE SOURCE	11/22/19	BSN SPORTS LLC	0-11-102-51000-651-802-3300-000-715	1,100.00	20003827
SITE Total 715 MACARTHUR SENIOR HIGH					2,420.00	
PROJECT Total 102 INSTRUCTIONAL SERVICES					7,689.18	
PROJECT 103 BUSINESS SERVICES						
SITE 353 BUSINESS OFFICE_LANCE GIBBS						
18	AT-A-GLANCE CALENDAR REFILL	11/18/19	STAPLES BUSINESS ADVANTAGE	0-11-103-52520-619-000-0000-000-353	3.22	20003658
SITE Total 353 BUSINESS OFFICE_LANCE					3.22	
SITE 383 HUMAN RESOURCES_JEAN HASTINGS						
1	AT-A-GLANCE CALENDAR DESK BASE/BLACK	11/18/19	STAPLES BUSINESS ADVANTAGE	0-11-103-52572-619-000-0000-000-383	15.28	20003658
18	AT-A-GLANCE CALENDAR REFILL	11/18/19	STAPLES BUSINESS ADVANTAGE	0-11-103-52572-619-000-0000-000-383	6.44	20003658

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**LAWTON PUBLIC SCHOOLS
 PURCHASE ORDER ENCUMBRANCE LIST**

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
					SITE Total 383 HUMAN RESOURCES_JEAN	21.72
					PROJECT Total 103 BUSINESS SERVICES	24.94
PROJECT 105 EDUCATIONAL SERVICES						
SITE 371 DISTRICT CURRICULUM_TERESA JACKSON						
1	EST EXP/K20 CONF/NORMAN/11-26-19	11/22/19	JACKSON TERESA	0-11-105-52573-582-000-0000-000-371	79.00	20003831
					SITE Total 371 DISTRICT CURRICULUM_TERESA	79.00
SITE 386 GRANT DIRECTOR_DIANE LANDOLL						
1	EST EXP/K20 INNOVATIVE LEARNING INSTITUTE 2019 CONF/OKC/11-21-19	11/18/19	LANDOLL DIANE	0-11-105-52573-582-000-0000-000-386	82.60	20003764
					SITE Total 386 GRANT DIRECTOR_DIANE	82.60
					PROJECT Total 105 EDUCATIONAL SERVICES	161.60
PROJECT 108 MAINTENANCE SERVICES						
SITE 378 GROUNDS_						
1	GROUNDS PU 350/SOLE SOURCE/LABOR & MATLS FOR DIAGNOTIC AND REPAIRS/EST ONLY	11/18/19	BILLINGSLEY FORD OF LAWTON INC	0-11-108-52650-439-000-0000-000-378	1,500.00	20003591
					SITE Total 378 GROUNDS_	1,500.00
SITE 380 MAINTENANCE_KEN BADEN						
1	FREEDOM/RENTAL OF EXCAVATOR & TRAILER FOR SIDEWALK INSTALLATION	11/18/19	UNITED RENTALS (NORTH AMERICA) INC	0-11-108-52630-442-000-0000-000-380	286.64	20003660
1	RENEWAL OF GENERAL LIABILITY INSURANCE/BOB DILLARD	11/26/19	INSURICA OF LAWTON	0-11-108-52319-522-000-0000-000-380	696.00	20003766
					SITE Total 380 MAINTENANCE_KEN BADEN	982.64
					PROJECT Total 108 MAINTENANCE SERVICES	2,482.64
PROJECT 109 TRANSPORTATION SERVICES						
SITE 381 TRANSPORTATION_TRAE KOCH						
1	SHIPPING	11/22/19	ROSS TRANSPORTATION INC	0-11-109-52740-612-000-0000-000-381	15.00	20003799
1	BODY CONTROL MODULE FOR BUS 606/SOLE SOURCE	11/22/19	ROSS TRANSPORTATION INC	0-11-109-52740-612-000-0000-000-381	961.66	20003799
					SITE Total 381 TRANSPORTATION_TRAE KOCH	976.66
					PROJECT Total 109 TRANSPORTATION	976.66

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**LAWTON PUBLIC SCHOOLS
 PURCHASE ORDER ENCUMBRANCE LIST**

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
PROJECT 110 INSURANCE RECOVERY						
SITE 715 MACARTHUR SENIOR HIGH SCHOOL						
1	INS RCVY/QUOTES/LABOR & MATLS TO INSTALL HVAC SYSTEM DAMAGED BY FIRE	11/18/19	DJONES MECHANICAL LLC	0-11-110-52620-433-801-0000-000-715	4,777.78	20003762
SITE Total 715 MACARTHUR SENIOR HIGH					4,777.78	
PROJECT Total 110 INSURANCE RECOVERY					4,777.78	
PROJECT 412 VOCATIONAL PROGRAMS ASSISTANCE GRANTS						
SITE 535 CENTRAL MIDDLE SCHOOL						
2	LODGING/JAN 14-15, 2020/TIFFANI VEAL	11/18/19	SPRINGHILL SUITES BY MARRIOTT	0-11-412-52213-582-315-8700-000-535	192.00	20003669
1	EST EXP/CAREERTECH WOMEN IN LEADERSHIP/NORMAN/DEC 12-18, 2019	11/18/19	VEAL TIFFANI	0-11-412-52213-582-315-8700-000-535	79.00	20003765
2	LODGING/FEB 11-12, 2020/TIFFANI VEAL	11/18/19	HAMPTON INN	0-11-412-52213-582-315-8700-000-535	188.00	20003670
3	LODGING/DEC 16-18, 2019/TIFFANI VEAL	11/18/19	EMBASSY SUITES	0-11-412-52213-582-315-8700-000-535	288.00	20003668
SITE Total 535 CENTRAL MIDDLE SCHOOL					747.00	
SITE 545 EISENHOWER MIDDLE SCHOOL						
2	MEDICAL DETECTIVE CONSUMABLE KIT	11/18/19	PROJECT LEAD THE WAY INC	0-11-412-51000-681-315-8700-000-545	1,604.00	20003671
SITE Total 545 EISENHOWER MIDDLE SCHOOL					1,604.00	
PROJECT Total 412 VOCATIONAL PROGRAMS					2,351.00	
PROJECT 456 OJT - DEPT OF REHAB SERVICES						
SITE 705 EISENHOWER SENIOR HIGH SCHOOL						
5	BLICKRYLIC PRIMARY COLORS 6 PACK BASIC COLOR SETS	11/22/19	DICK BLICK ART MATERIALS	0-11-456-51000-681-239-1060-000-705	141.30	20003790
1	MEMBER MARK LONG GRAIN WHITE RICE	11/22/19	SAM'S WHOLESALE CLUB	0-11-456-51000-681-239-1060-000-705	16.46	20003786
2	MULTI COLOR JINGLE BELLS	11/22/19	HOBBY LOBBY INC	0-11-456-51000-681-239-1060-000-705	9.98	20003819
1	SILVER JINGLE BELLS	11/22/19	HOBBY LOBBY INC	0-11-456-51000-681-239-1060-000-705	4.99	20003819
1	RED JINGLE BELLS	11/22/19	HOBBY LOBBY INC	0-11-456-51000-681-239-1060-000-705	4.99	20003819

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**LAWTON PUBLIC SCHOOLS
 PURCHASE ORDER ENCUMBRANCE LIST**

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	11/22/19	HOBBY LOBBY INC	0-11-456-51000-681-239-1060-000-705	3,280.15	20003791
1	WHITE SPRAY PAINT FLAT	11/22/19	HOME DEPOT 3914	0-11-456-51000-681-239-1060-000-705	23.88	20003820
2	REST OLEUM PROTECTIVE ENAMEL GLOSS BLACK 6 PK	11/22/19	HOME DEPOT 3914	0-11-456-51000-681-239-1060-000-705	47.76	20003820
2	PLYWOOD 1/2 SHEET	11/22/19	HOME DEPOT 3914	0-11-456-51000-681-239-1060-000-705	31.70	20003820
2	SUMIND CHRISTMAS SOCKS MULTICOLOR STYLE 15	11/22/19	AMAZON.COM	0-11-456-51000-681-239-1060-000-705	53.98	20003821
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	11/22/19	AMAZON.COM	0-11-456-51000-681-239-1060-000-705	681.77	20003787
1	STEEL CLOTHES RACK	11/22/19	LOWE'S HOME IMPROVEMENT WAREHOUSE	0-11-456-51000-651-239-1060-000-705	54.99	20003789
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	11/22/19	WALMART	0-11-456-51000-681-239-1060-000-705	829.41	20003788
SITE Total 705 EISENHOWER SENIOR HIGH					5,181.36	
SITE 715 MACARTHUR SENIOR HIGH SCHOOL						
1	AVERY HI-LITER SMEAR SAFE INK	11/22/19	AMAZON.COM	0-11-456-51000-619-239-1060-000-715	4.79	20003785
SITE Total 715 MACARTHUR SENIOR HIGH					4.79	
PROJECT Total 456 OJT - DEPT OF REHAB					5,186.15	
PROJECT 511 T I - BASIC PROGRAM						
SITE 140 RIDGECREST ELEMENTARY						
1	SHIPPING	11/18/19	LIGHTSPEED TECHNOLOGIES	0-11-511-51000-653-494-1132-000-140	25.00	20003751
1	TECHNOLOGY ITEMS PER ATTACHED	11/18/19	LIGHTSPEED TECHNOLOGIES	0-11-511-51000-653-494-1132-000-140	1,826.00	20003751
SITE Total 140 RIDGECREST ELEMENTARY					1,851.00	
SITE 165 LINCOLN ELEMENTARY						
1	CONSULTANT FEE/MARCH 5, 2020/PARENT STEM MEETING	11/22/19	MAD SCIENCE OF CENTRAL OKLAHOMA	0-11-511-52194-320-494-0000-000-165	2,845.00	20003825
SITE Total 165 LINCOLN ELEMENTARY					2,845.00	

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**LAWTON PUBLIC SCHOOLS
 PURCHASE ORDER ENCUMBRANCE LIST**

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 358 FEDERAL PROGRAMS_TERESA DONAHUE						
1	EST EXP/INSTITUTE FOR CHILDREN, POVERTY...../MANHATTAN, NY/JAN 14-18, 2020	11/22/19	WINSTEAD ANDREA	0-11-511-52573-583-495-0000-000-358	1,365.00	20003814
1	AIRFARE/ROUNDTRIP FROM LAWTON TO MANHATTAN, NY/DEPART: 1-14-20; RETURN: 1-18-20/ANDREA WINSTEAD	11/22/19	ADVENTURE WORLDWIDE TRAVEL SR	0-11-511-52573-583-495-0000-000-358	594.00	20003802
2	QUOTES/DELL ULTRASHARP 49 CURVED MONITOR	11/18/19	DELL MARKETING	0-11-511-52213-653-495-0000-000-358	1,870.66	20003755
1	QUOTES/DELL ULTRASHARP 49 CURVED MONITOR	11/18/19	DELL MARKETING	0-11-511-52199-653-495-0000-000-358	935.33	20003754
2	TRODAT PRINTY-DATER 4750/RECEIVED/DATE STAMP	11/22/19	AMAZON.COM	0-11-511-52199-619-495-0000-000-358	34.96	20003796
SITE Total 358 FEDERAL PROGRAMS_TERESA					4,799.95	
PROJECT Total 511 T I - BASIC PROGRAM					9,495.95	
PROJECT 541 T II/A - IMPR TEACHER & PRIN QUALITY						
SITE 358 FEDERAL PROGRAMS_TERESA DONAHUE						
1	REIMB/REG/NCEA CONF/BALTIMORE, MD/APR 13-17, 2020	11/22/19	STANLEY MELBY	0-11-541-55500-860-271-0000-000-358	235.00	20003794
1	REIMB/EST EXP/NCEA CONF/BALTIMORE, MD/APR 13-17, 2020	11/22/19	STANLEY MELBY	0-11-541-55500-583-271-0000-000-358	2,210.00	20003794
SITE Total 358 FEDERAL PROGRAMS_TERESA					2,445.00	
PROJECT Total 541 T II/A - IMPR TEACHER &					2,445.00	
PROJECT 613 SPECIAL EDUC STAFF DEVELOPMENT						
SITE 368 SPECIAL SERVICES_CHRIS SHARKEY						
1	EST EXP/SPEC ED ADVOCACY WORKSHOP/OKC/12-11-19	11/22/19	BILES TIFFANY	0-11-613-52213-582-239-1060-000-368	82.60	20003813
SITE Total 368 SPECIAL SERVICES_CHRIS					82.60	
PROJECT Total 613 SPECIAL EDUC STAFF					82.60	
PROJECT 615 SPECIAL EDUC STAFF DEVELOPMENT						
SITE 368 SPECIAL SERVICES_CHRIS SHARKEY						
1	EST EXP/SPEC ED ADVOCACY WORKSHOP/OKC/12-11-19	11/22/19	FOURKILLER JERI	0-11-615-52573-582-239-1050-000-368	82.60	20003806
1	EST EXP/SPEC ED ADVOCACY WORKSHOP/OKC/12-11-19	11/22/19	BENSKIN PAMELA	0-11-615-52573-582-239-1060-000-368	82.60	20003809

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**LAWTON PUBLIC SCHOOLS
 PURCHASE ORDER ENCUMBRANCE LIST**

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	EST EXP/SPEC ED ADVOCACY WORKSHOP/OKC/12-11-19	11/22/19	ROWLEY BRENDA	0-11-615-52573-582-239-1050-000-368	82.60	20003810
1	EST EXP/SPEC ED ADVOCACY WORKSHOP/OKC/12-11-19	11/22/19	STYRON MARY	0-11-615-52573-582-239-1060-000-368	82.60	20003811
1	EST EXP/SPEC ED ADVOCACY WORKSHOP/OKC/12-11-19	11/22/19	KEENE DIANE	0-11-615-52573-582-239-1060-000-368	82.60	20003808
1	EST EXP/SPEC ED ADVOCACY WORKSHOP/OKC/12-11-19	11/22/19	BECKNER CLAUDIA	0-11-615-52573-582-239-1060-000-368	82.60	20003807
1	EST EXP/SPEC ED ADVOCACY WORKSHOP/OKC/12-11-19	11/22/19	JOHNSON JULIANNE	0-11-615-52213-582-239-1060-000-368	82.60	20003812
13	REG/WRIGHT'S LAW CONFOKC/11-11-19/NAMES PER ATTACHED	11/22/19	OKLAHOMA PARENTS CENTER INC	0-11-615-52573-860-239-1060-000-368	350.00	20003805
13	REG/WRIGHT'S LAW CONFOKC/11-11-19/NAMES PER ATTACHED	11/22/19	OKLAHOMA PARENTS CENTER INC	0-11-615-52573-860-239-1050-000-368	100.00	20003805
13	REG/WRIGHT'S LAW CONFOKC/11-11-19/NAMES PER ATTACHED	11/22/19	OKLAHOMA PARENTS CENTER INC	0-11-615-52213-860-239-1060-000-368	100.00	20003805
13	REG/WRIGHT'S LAW CONFOKC/11-11-19/NAMES PER ATTACHED	11/22/19	OKLAHOMA PARENTS CENTER INC	0-11-615-52213-860-239-1050-000-368	100.00	20003805
SITE Total 368 SPECIAL SERVICES_CHRIS					1,228.20	
PROJECT Total 615 SPECIAL EDUC STAFF					1,228.20	
PROJECT 621 FLOW THRU, PL 101-476,IDEA/B						
SITE 200 LEARNING TREE ACADEMY						
1	SHIPPING	11/22/19	AMAZON.COM	0-11-621-51000-681-239-1050-000-200	10.00	20003792
1	JARBO REMANUFACTURED CARTRIDGE	11/22/19	AMAZON.COM	0-11-621-51000-681-239-1050-000-200	29.99	20003792
SITE Total 200 LEARNING TREE ACADEMY					39.99	
SITE 368 SPECIAL SERVICES_CHRIS SHARKEY						
1	HP 63/2 INK CARTRIDGE	11/22/19	AMAZON.COM	0-11-621-52330-611-239-0000-000-368	45.89	20003785
1	HP OFFICE JET PRINTER	11/22/19	AMAZON.COM	0-11-621-52330-653-239-0000-000-368	79.89	20003785

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**LAWTON PUBLIC SCHOOLS
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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
5	AVERY 8 TAB BINDER DIVIDERS	11/22/19	AMAZON.COM	0-11-621-52330-619-239-0000-000-368	91.65	20003785
1	LOCAL TRAVEL/FY20 STAND/BD APVD 6-27-19/TRANSPORT STUDENT TO LEARNING TREE	11/22/19	JESSICA AMUNDSON	0-11-621-52740-513-239-1050-000-368	2,876.40	20003815
SITE Total 368 SPECIAL SERVICES_CHRIS					3,093.83	
PROJECT Total 621 FLOW THRU, PL 101-					3,133.82	
PROJECT 775 DOD/ELEM READING						
SITE 386 GRANT DIRECTOR_DIANE LANDOLL						
1	RETURN OF OVERPAYMENT FOR FUEL EXPENDITURE	11/22/19	UNITED STATES DEPARTMENT OF THE TREASURY	0-11-775-58100-890-000-0000-000-386	185.36	20003801
SITE Total 386 GRANT DIRECTOR_DIANE					185.36	
PROJECT Total 775 DOD/ELEM READING					185.36	
PROJECT 777 DOD/MCASP MIDDLE SCHOOL						
SITE 386 GRANT DIRECTOR_DIANE LANDOLL						
1	RETURN OF OVERPAYMENT FOR REGISTRATION FEES	11/22/19	UNITED STATES DEPARTMENT OF THE TREASURY	0-11-777-58100-890-000-0000-000-386	200.00	20003800
1	RETURN OF OVERPAYMENT FOR FUEL EXPENDITURE	11/22/19	UNITED STATES DEPARTMENT OF THE TREASURY	0-11-777-58100-890-000-0000-000-386	185.36	20003800
5	INSTRUCTIONAL CONSULTANTS FOR STUDENTS/FY20 STAND/BD APVD 11-21-19	11/22/19	CATAPULT LEARNING WEST LLC	0-11-777-51000-322-100-1132-000-386	121,381.00	20003826
SITE Total 386 GRANT DIRECTOR_DIANE					121,766.36	
SITE 530 MACARTHUR MIDDLE SCHOOL						
1	INSTRUCTIONAL BOOKS PER ATTACHED	11/18/19	AMAZON.COM	0-11-777-51000-641-100-1132-000-530	1,181.22	20003665
SITE Total 530 MACARTHUR MIDDLE SCHOOL					1,181.22	
SITE 535 CENTRAL MIDDLE SCHOOL						
1	INSTRUCTIONAL BOOKS PER ATTACHED	11/18/19	AMAZON.COM	0-11-777-51000-641-100-1132-000-535	1,181.22	20003666
SITE Total 535 CENTRAL MIDDLE SCHOOL					1,181.22	
SITE 540 TOMLINSON MIDDLE SCHOOL						
1	INSTRUCTIONAL BOOKS PER ATTACHED	11/18/19	AMAZON.COM	0-11-777-51000-641-100-1132-000-540	1,181.22	20003664
SITE Total 540 TOMLINSON MIDDLE SCHOOL					1,181.22	

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 545 EISENHOWER MIDDLE SCHOOL						
1	INSTRUCTIONAL BOOKS PER ATTACHED	11/18/19	AMAZON.COM	0-11-777-51000-641-100-1132-000-545	1,181.22	20003663
SITE Total 545 EISENHOWER MIDDLE SCHOOL					1,181.22	
PROJECT Total 777 DOD/MCASP MIDDLE					126,491.24	
PROJECT 786 CONSOLIDATED ADMINISTRATIVE FUNDS						
SITE 358 FEDERAL PROGRAMS_TERESA DONAHUE						
2	NAME PLATES PER ATTACHED	11/18/19	BUFFALO BUSINESS PRODUCTS LLC	0-11-786-52330-619-494-0000-000-358	22.00	20003763
1	QUOTES/DELL ULTRASHARP 49 CURVED MONITOR	11/18/19	DELL MARKETING	0-11-786-52330-653-494-0000-000-358	935.33	20003753
SITE Total 358 FEDERAL PROGRAMS_TERESA					957.33	
PROJECT Total 786 CONSOLIDATED					957.33	
FUND Total 11 GENERAL FUNDS					167,672.67	
FUND 21 BUILDING FUND						
PROJECT 108 MAINTENANCE SERVICES						
SITE 380 MAINTENANCE_KEN BADEN						
3	LEARNING TREE/PAT HENRY/MHS/LABOR & MATLS FOR MOLD TESTING	11/18/19	PRECISION TESTING LABORATORIES INC	0-21-108-52670-337-000-0000-000-380	1,200.00	20003654
SITE Total 380 MAINTENANCE_KEN BADEN					1,200.00	
PROJECT Total 108 MAINTENANCE SERVICES					1,200.00	
FUND Total 21 BUILDING FUND					1,200.00	
FUND 26 MUNICIPAL TAX FUND (2015)						
PROJECT 183 BLDG REPAIR/RENOVATIONS/HVAC						
SITE 715 MACARTHUR SENIOR HIGH SCHOOL						
1	MHS ADMIN AREA/HVAC INSTALLATION/BD APVD 11-4-19/ALT NO 1	11/22/19	RCJ CONSTRUCTION INC	0-26-183-54720-450-000-0000-000-715	240,118.25	20003824
1	MHS AUDITORIUM/HVAC INSTALLATION/BD APVD 11-4-19/BASE BID	11/22/19	RCJ CONSTRUCTION INC	0-26-183-54720-450-000-0000-000-715	340,700.55	20003824
SITE Total 715 MACARTHUR SENIOR HIGH					580,818.80	
PROJECT Total 183 BLDG					580,818.80	
FUND Total 26 MUNICIPAL TAX FUND (2015)					580,818.80	
FUND 31 BOND FUND (2004)						
PROJECT 172 BOND-SECURITY						
SITE 350 SUPERINTENDENT_TOM THOMAS						
2	MOTOROLA XPR3500E REMOTE SPEAKER	11/22/19	LAWTON COMMUNICATIONS LLC	0-31-172-52660-652-000-0000-000-350	138.00	20003795

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
2	MOTOROLA XPR3500E RADIO	11/22/19	LAWTON COMMUNICATIONS LLC	0-31-172-52660-652-000-0000-000-350	1,050.00	20003795
SITE Total 350 SUPERINTENDENT_TOM					1,188.00	
PROJECT Total 172 BOND-SECURITY					1,188.00	
FUND Total 31 BOND FUND (2004)					1,188.00	
FUND 32 BOND FUND (2014)						
PROJECT 175 BOND-CONST & RENOVATIONS						
SITE 392 CHILD NUTRITION_STEVE DYER						
1	BID BD APVD 11-4-19/LABOR AND MATLS FOR CONSTRUCTION AND INSTALLATION OF WALK IN FREEZER	11/22/19	CAVINS CONSTRUCTION GROUP LLC	0-32-175-54620-731-000-0000-000-392	563,000.00	20003832
SITE Total 392 CHILD NUTRITION_STEVE DYER					563,000.00	
PROJECT Total 175 BOND-CONST &					563,000.00	
FUND Total 32 BOND FUND (2014)					563,000.00	
FUND 33 BOND FUND (2017)						
PROJECT 161 BOND-EMS CONSTRUCTION						
SITE 545 EISENHOWER MIDDLE SCHOOL						
1	BID BD APVD 10-14-19/EMS FURNITURE/PKG 1 ALT 1	11/18/19	KI	0-33-161-51000-651-100-1050-000-545	2,538.52	20003659
1	BID BD APVD 10-14-19/EMS FURNITURE/BASE BID/PKG 2	11/18/19	KI	0-33-161-51000-651-100-1050-000-545	39,075.00	20003659
1	BID BD APVD 10-14-19/EMS FURNITURE/BASE BID/PKG 1	11/18/19	KI	0-33-161-51000-651-100-1050-000-545	605,405.04	20003659
SITE Total 545 EISENHOWER MIDDLE SCHOOL					647,018.56	
PROJECT Total 161 BOND-EMS CONSTRUCTION					647,018.56	
PROJECT 166 BOND-PROGRAMS EQUIPMENT						
SITE 114 CROSBY PARK ELEMENTARY						
9	CHROMEBOOKS	11/22/19	TRINITY 3 TECHNOLOGY	0-33-166-52220-653-000-0000-000-114	2,610.00	20003817
1	CHROMEBOOK	11/22/19	TRINITY 3 TECHNOLOGY	0-33-166-51000-653-100-1170-000-114	290.00	20003816
1	SHIPPING	11/18/19	GOPHER SPORT	0-33-166-51000-681-100-1360-000-114	28.27	20003661
1	PE EQUIPMENT PER ATTACHED	11/18/19	GOPHER SPORT	0-33-166-51000-681-100-1360-000-114	116.35	20003661

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	SHIPPING	11/18/19	WEST MUSIC CO	0-33-166-51000-681-100-1170-000-114	31.74	20003662
1	MUSIC EQUIPMENT PER ATTACHED	11/18/19	WEST MUSIC CO	0-33-166-51000-681-100-1170-000-114	634.77	20003662
SITE Total 114 CROSBY PARK ELEMENTARY					3,711.13	
SITE 125 EISENHOWER ELEMENTARY						
2	EXCELLERATING COUNTING COINS	11/22/19	DISCOUNT SCHOOL SUPPLY	0-33-166-51000-681-100-1024-000-125	41.38	20003803
SITE Total 125 EISENHOWER ELEMENTARY					41.38	
SITE 140 RIDGECREST ELEMENTARY						
1	LIBRARY BOOKS PER ATTACHED	11/22/19	FOLLETT SCHOOL SOLUTIONS INC	0-33-166-52220-641-000-0000-000-140	2,639.23	20003798
1	SHIPPING	11/22/19	FOLLETT SCHOOL SOLUTIONS INC	0-33-166-52220-653-000-0000-000-140	12.60	20003797
1	FOLLETT 6102 CORDLESS SCANNER KIT	11/22/19	FOLLETT SCHOOL SOLUTIONS INC	0-33-166-52220-653-000-0000-000-140	449.00	20003797
SITE Total 140 RIDGECREST ELEMENTARY					3,100.83	
SITE 168 PAT HENRY ELEMENTARY						
1	SHIPPING	11/18/19	FOLLETT SCHOOL SOLUTIONS INC	0-33-166-52220-653-000-0000-000-168	11.92	20003759
1	6300 CORDLESS SCANNER	11/18/19	FOLLETT SCHOOL SOLUTIONS INC	0-33-166-52220-653-000-0000-000-168	299.00	20003759
1	LIBRARY BOOKS PER ATTACHED	11/18/19	PERMA BOUND HERTZBERG	0-33-166-52220-641-000-0000-000-168	304.32	20003757
1	TECHNOLOGY ITEMS PER ATTACHED	11/18/19	AMAZON.COM	0-33-166-52220-653-000-0000-000-168	168.44	20003758
3	SMART COVER FOR IPAD	11/18/19	APPLE INC	0-33-166-52220-653-000-0000-000-168	147.00	20003752
3	IPAD	11/18/19	APPLE INC	0-33-166-52220-653-000-0000-000-168	1,197.00	20003752
1	LIBRARY BOOKS PER ATTACHED	11/18/19	JUNIOR LIBRARY GUILD	0-33-166-52220-641-000-0000-000-168	659.20	20003760

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	LIBRARY BOOKS PER ATTACHED	11/18/19	CAPSTONE/CAPSTONE CLASSROOM	0-33-166-52220-641-000-0000-000-168	1,917.97	20003756
SITE Total 168 PAT HENRY ELEMENTARY					4,704.85	
SITE 200 LEARNING TREE ACADEMY						
1	SHIPPING	11/22/19	US GAMES	0-33-166-51000-681-100-1013-000-200	199.74	20003804
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	11/22/19	US GAMES	0-33-166-51000-681-100-1013-000-200	1,174.89	20003804
SITE Total 200 LEARNING TREE ACADEMY					1,374.63	
SITE 220 WOODLAND HILLS ELEMENTARY						
1	SHIPPING	11/22/19	LAKESHORE CURRICULUM MATERIALS	0-33-166-51000-652-100-1050-000-220	7.49	20003830
5	MULTIPURPOSE HEADPHONE WITH VOLUME CONTROL	11/22/19	LAKESHORE CURRICULUM MATERIALS	0-33-166-51000-652-100-1050-000-220	49.95	20003830
SITE Total 220 WOODLAND HILLS ELEMENTARY					57.44	
SITE 545 EISENHOWER MIDDLE SCHOOL						
40	THAT WAS THEN THIS IS NOW BOOK	11/18/19	PERMA BOUND HERTZBERG	0-33-166-52220-641-000-0000-000-545	589.60	20003747
1	LIBRARY BOOKS PER ATTACHED	11/18/19	GARRETT BOOK COMPANY	0-33-166-52220-641-000-0000-000-545	1,318.68	20003750
2	DO IT WISER PRINTER CARTRIDGE	11/18/19	AMAZON.COM	0-33-166-52220-611-000-0000-000-545	74.38	20003746
1	XEROX WORK CENTRE 6027 PRINTER	11/18/19	AMAZON.COM	0-33-166-52220-653-000-0000-000-545	166.54	20003746
SITE Total 545 EISENHOWER MIDDLE SCHOOL					2,149.20	
SITE 705 EISENHOWER SENIOR HIGH SCHOOL						
1	SHIPPING	11/22/19	SULLIVAN SUPPLY SOUTH INC	0-33-166-51000-681-311-8000-000-705	15.00	20003768
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	11/22/19	SULLIVAN SUPPLY SOUTH INC	0-33-166-51000-681-311-8000-000-705	3,094.40	20003768
SITE Total 705 EISENHOWER SENIOR HIGH					3,109.40	
SITE 710 LAWTON SENIOR HIGH SCHOOL						
40	CRAFT FLORAL SHEARS 8"	11/18/19	HOBBY LOBBY INC	0-33-166-51000-681-311-8000-000-710	239.60	20003748

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	11/18/19	AMAZON.COM	0-33-166-51000-681-311-8000-000-710	1,530.94	20003749
SITE 715 MACARTHUR SENIOR HIGH SCHOOL					1,770.54	
1	SHIPPING	11/22/19	DANCE SOPHISTICATES INC	0-33-166-51000-657-100-3074-000-715	205.00	20003774
1	CHOIR UNIFORMS PER ATTACHED	11/22/19	DANCE SOPHISTICATES INC	0-33-166-51000-657-100-3074-000-715	5,848.00	20003774
1	BAND INSTRUMENTS PER ATTACHED	11/22/19	PHILLIPS MUSIC COMPANY	0-33-166-51000-655-100-3004-000-715	2,782.54	20003773
1	LIBRARY BOOKS PER ATTACHED	11/22/19	GARRETT BOOK COMPANY	0-33-166-52220-641-000-0000-000-715	873.77	20003770
2	HDMI CABLE	11/22/19	SYMBOLIC INC	0-33-166-52220-653-000-0000-000-715	24.00	20003793
2	CHROME MANAGEMENT	11/22/19	SYMBOLIC INC	0-33-166-52220-653-000-0000-000-715	56.00	20003793
2	CHROMEBOOKS	11/22/19	SYMBOLIC INC	0-33-166-52220-653-000-0000-000-715	520.00	20003793
1	SHIPPING	11/22/19	SPORTS IMPORTS	0-33-166-52199-683-816-3300-000-715	33.75	20003780
1	TECHNARA INDOOR VOLLEYBALL NET	11/22/19	SPORTS IMPORTS	0-33-166-52199-683-816-3300-000-715	375.00	20003780
1	SHIPPING	11/22/19	AMAZON.COM	0-33-166-52220-641-000-0000-000-715	20.00	20003769
1	LIBRARY BOOKS PER ATTACHED	11/22/19	AMAZON.COM	0-33-166-52220-641-000-0000-000-715	1,424.46	20003769
1	PAPER CART	11/22/19	AMAZON.COM	0-33-166-52220-619-000-0000-000-715	271.37	20003769
1	BUTTON MAKER	11/22/19	AMAZON.COM	0-33-166-52220-619-000-0000-000-715	145.00	20003769
2	TRUEBIRDIE INDOOR PUTTING GREEN	11/22/19	AMAZON.COM	0-33-166-52199-683-813-3300-000-715	129.94	20003783

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
2	POP UP GOLF CHIPPING NET	11/22/19	AMAZON.COM	0-33-166-52199-683-821-3300-000-715	79.98	20003782
3	TRUEBIRDIE INDOOR PUTTING GREEN	11/22/19	AMAZON.COM	0-33-166-52199-683-821-3300-000-715	194.91	20003782
1	WALL MAP OF MEXICO	11/22/19	AMAZON.COM	0-33-166-51000-681-100-3100-000-715	69.00	20003772
30	COMPACT OXFORD DICTIONARY	11/22/19	AMAZON.COM	0-33-166-51000-641-100-3100-000-715	278.10	20003772
8	THE POWER OF CHOICE DVDS	11/22/19	AMAZON.COM	0-33-166-52199-681-100-2745-000-715	519.60	20003771
2	ECOX GEAR BLUETOOTH SPEAKER	11/22/19	AMAZON.COM	0-33-166-52199-652-100-2745-000-715	399.98	20003771
1	SHIPPING	11/22/19	BSN SPORTS LLC	0-33-166-52199-657-816-3300-000-715	75.00	20003781
1	VOLLEYBALL UNIFORMS PER ATTACHED	11/22/19	BSN SPORTS LLC	0-33-166-52199-657-816-3300-000-715	1,820.00	20003781
1	SHIPPING	11/22/19	BSN SPORTS LLC	0-33-166-52199-683-815-3300-000-715	21.15	20003779
1	SOCCER FIELD SET	11/22/19	BSN SPORTS LLC	0-33-166-52199-683-815-3300-000-715	235.00	20003779
1	SHIPPING	11/22/19	BSN SPORTS LLC	0-33-166-51000-657-807-3300-000-715	12.00	20003778
1	WRESTLING UNIFORMS PER ATTACHED	11/22/19	BSN SPORTS LLC	0-33-166-51000-657-807-3300-000-715	525.00	20003778
1	SHIPPING	11/22/19	BSN SPORTS LLC	0-33-166-52199-657-806-3300-000-715	156.00	20003777
1	SOFTBALL UNIFORMS PER ATTACHED	11/22/19	BSN SPORTS LLC	0-33-166-52199-657-806-3300-000-715	1,800.00	20003777
1	SHIPPING	11/22/19	BSN SPORTS LLC	0-33-166-52199-657-821-3300-000-715	24.92	20003776
1	GOLF UNIFORMS PER ATTACHED	11/22/19	BSN SPORTS LLC	0-33-166-52199-657-821-3300-000-715	276.00	20003776

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	SHIPPING	11/22/19	BSN SPORTS LLC	0-33-166-52199-657-813-3300-000-715	43.62	20003775
1	GOLF UNIFORMS PER ATTACHED	11/22/19	BSN SPORTS LLC	0-33-166-52199-657-813-3300-000-715	483.00	20003775
290	TENNIS BALLS	11/22/19	WALMART	0-33-166-52199-683-808-3300-000-715	629.30	20003784
SITE Total 715 MACARTHUR SENIOR HIGH					20,351.39	
PROJECT Total 166 BOND-PROGRAMS					40,370.79	
FUND Total 33 BOND FUND (2017)					687,389.35	

Comptroller Report to the Board of Education: 12/09/2019

The Auditors are on site the week of December 2, 2019.

The Audit of FY19 has begun.

Due to time constraints, we were unable to complete the July-November Treasurer's Reports. We will have those ready for the January Board meeting.

Respectfully,

Lance Gibbs
Interim Comptroller

**Lawton Public Schools
Business Operations**

**Report of Activity Fund Custodian
December 9, 2019**

REQUEST APPROVAL OF THE FOLLOWING OUT-OF-TOWN TRIPS FOR STUDENTS:

(per attached letters)

EHS Boys Basketball Hobbs, New Mexico	Hobbs Holiday Tournament December 26 - 28, 2019	Activity Fund
MHS JROTC San Antonio, TX	Qualifying Drill Meet January 21 - 24, 2020	Activity Fund



Eisenhower High School

Home of the Eagles

5202 West Gore Boulevard • Lawton, Oklahoma 73505 • 580-355-9144 • Fax: 580-585-6329

To Lawton Public Schools:

Eisenhower Men's Basketball program has been invited to a varsity basketball tournament in Hobbs, NM on December 26th-28th. We are asking for approval from Lawton Public Schools to represent our district in this prestigious tournament. We will be taking approximately 12 players, 4 managers, and 3 coaches. If you have any questions please feel free to contact me

Sincerely,

A handwritten signature in black ink, appearing to read "Wade Wallace". The signature is fluid and cursive, with a long, sweeping tail on the final letter.

Wade Wallace
Eisenhower High School
Men's Basketball Coach

Students Attending (assuming they are eligible)

Shawn Williams

Diego Toca

Zaire Walton

Cory McClelland

DJ Robinson

Kelvyun Mitchell

Dwan McNeil

James Cruse

Bryan Crittenden

Dasmond Vaughn

Steven Ross

Kobe Johnson

Victoria Phillips

Amayah Smith

Viaja Dewberry-Fulner

Meikayla Leaston

A handwritten signature in blue ink, appearing to read "Lisa Martinez". The signature is cursive and somewhat stylized.

A handwritten signature in blue ink, appearing to read "Doug Ores". The signature is cursive and somewhat stylized.

A handwritten signature in blue ink, appearing to read "Rick Owens". The signature is cursive and somewhat stylized.



DEPARTMENT OF THE ARMY
5th BRIGADE, (ROTC) JUNIOR PROGRAM
MACARTHUR SENIOR HIGH SCHOOL
4400 EAST GORE BOULEVARD
LAWTON, OKLAHOMA 73501-6298



ATOD-JLP-MA

November 13, 2019

MEMORANDUM FOR Lawton Board of Education

SUBJECT: Board Meeting for Drill Meet Competition Approval

We are requesting approval to compete in the 5th Brigade Drill Team Championships, January 22, 2020 and conduct a "Staff Ride" with the cadets to the Alamo and San Antonio Museum(s), January 23, 2020. This Drill Meet is the qualifying Meet for the All Army JROTC National Drill Team Championship in Louisville, KY April 2020. The location of the Drill Meet is at the Henry B. Gonzalez Convention Center, 200 East Market Street, San Antonio, TX 78205. The Staff Ride is to provide cadets a learning opportunity about some of the historical sites in San Antonio.

Our planned itinerary is to depart Tuesday, January 21, 2020 no later than 7:00am. We will compete Wednesday, January 22, 2020, conduct the Staff Ride, January 23, 2020 and return to Lawton Friday, January 24, 2020. Our planned mode of transportation is via a Soldier Express Charter Bus with a Soldier Express Professional Driver.

We, (MHS Senior Army Instructor, Army Instructor and 20 JROTC female cadets), will be accompanied by two female chaperones. All costs associated will be paid utilizing the MHS JROTC Activity Fund and the US Army 5th BDE.

The approximate total costs, (\$4626.17), itemized below are estimates for 2 JROTC Instructors, 2 chaperones 1 bus driver and 20 JROTC cadets.

Drill Meet Entry/T-shirt Fees:	\$492
Hotel costs:	\$1351.17 (\$2702.34 paid by 5 th BDE)
Food costs @ \$35/day/person:	\$2520
Transportation (tolls/parking/fuel):	<u>\$300</u>
	\$4663.17

For any questions you may have, I may be contacted at (580)355-5230 ext. 3690, (580)512-2257 and/or at credfean@lawtonps.org, for any questions you may have.

MAJ Craig Redfean
US Army Retired
MacArthur High School
SAI, JROTC

Receipt

Soldier Xpress
807 SE 3rd St
Lawton OK 73501
Phone: 580-699-8841
680-699-8842
Dispatch: 5806998841
www.soldierxpress.com

Number: 3285
From: kathryn@soldierxpress.com
Order Date: 11/20/2019
Customer NO.: 407
Group: JROTC
Number of Vehicles: 1
Phone: 5803555230 - 3690
Send To: credfearn@lawtonps.

MacArthur High School JROTC
MAJ Craig Redfern
Lawton OK

Invoice No.: 3285
Invoice Date: 11/20/2019
Terms:

Pickup	Destination	Amount	Misc. Charges	Total
Tuesday 1/21/2020 Spot: 03:30AM Depart: 04:00AM				\$4,831.00
Lawton	San Antonio			
MacArthur				
Lawton OK	San Antonio TX			

Depart: 1/21/2020 04:00AM Lawton MacArthur Lawton OK
Arrive: 1/21/2020 San Antonio San Antonio TX
Arrive: 1/24/2020 07:00PM Lawton MacArthur Lawton OK
MacArthur JROTC program is responsible for the drivers room in San Antonio.

Jeslyn and Corbin Hanza Discount: \$4,831.00
Total:
Amount Paid:
Balance Due: \$0.00



#53317600

**Lawton Public Schools
Business Operations**

**Report of Activity Fund Custodian
December 9, 2019**

REQUEST PERMISSION TO MAKE THE FOLLOWING ACTIVITY FUND TRANSFERS:

	<u>Acct. Credited</u>	<u>Acct. Debited</u>	<u>Purpose</u>	<u>Amount</u>
1	LPS Strolling Strings	MHS Orchestra	All-Region Fees	\$400.00
2	MMS Orchestra	MHS Orchestra	Portion of Fundraiser	\$1,540.00
3	MHS Graduated Seniors	MHS Student Council	Earring Sales (Marquee)	\$132.00
4	MHS Graduated Seniors	MHS Student Council	Purchase Shirts from last year	\$176.50
5	MHS Graduated Seniors	MHS Seniors 2020	Profit from Anniversary Shirts	\$3,015.00
6	MHS Athletic Trainer	MHS Football	Portion of Medical Supplies	\$887.00
7	MHS Athletic Trainer	MHS Boys Basketball	Portion of Medical Supplies	\$137.00
8	MHS Athletic Trainer	MHS Girls Basketball	Portion of Medical Supplies	\$137.00
9	MHS Athletic Trainer	MHS Baseball	Portion of Medical Supplies	\$99.00
10	MHS Athletic Trainer	MHS Boys Track	Portion of Medical Supplies	\$66.00

**Lawton Public Schools
Business Operations**

**Report of the Clerk
December 9, 2019**

REQUEST APPROVAL OF THE FOLLOWING CONSTRUCTION-RELATED CONTRACTS:

Architects in Partnership LLC		2017 Bond (33)
Cameron Stadium - Football Field Replacement	+ \$20,000.00	
RCJ Construction Inc	Change Order #1	2015 Sales Tax (26)
MHS HVAC Renovation	+ \$41,820.71	
(new lighting in Admin area - Bid Alternate #3)		

REQUEST APPROVAL OF THE FOLLOWING AGREEMENTS/CONTRACTS:

Afterwork Productions	DJ Services	Activity Fund
MHS Student Council	Senior Prom	May 11, 2020
Cindy Elkins, Educational Consultant		Title I (511) Fed
Eisenhower Elementary	Reading/Math Strategies	January - April, 2020
Lincoln Elementary	Reading/Math Strategies	January -March, 2020
City of Lawton - City Hall	Rental Agreement	Activity Fund
LHS Senior Class 2020	Senior Prom	April 18, 2020
EHS Student Council	Senior Prom	April 25, 2020
Journey Production	Sound System and Lighting	General Fund
High School Graduations	May 21 & 22, 2020	Secondary Educ

**Lawton Public Schools
Business Operations**

**Report of the Clerk
December 9, 2019**

REQUEST APPROVAL OF APPLICATIONS FOR SANCTIONING:

Edison Booster Club (recommend on Probation)

Highlander Regiment Band Booster Club (recommend on Probation)

SCHOOL YEAR 19-20

APPLICATION FOR SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS

Organization Name Highlander Regiment Board Booster EIN # 47-1618303

Organization's Bank Name Liberty National Bank Bank Account # 3038252

Faculty Sponsor's Name Larry Hatch Phone: _____ E-mail: _____

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Tamara Mooney</u>	<u>BRIAN J. NORTON</u>	<u>Merranda Montak</u>	_____
Address:	<u>3103 NE Georgetown</u>	<u>1414 NE 61st ST, Lawton</u>	<u>4823 SE Tattershall Way Lawton</u>	_____
Phone:	<u>580 483 1184</u>	<u>972-352-7448</u>	<u>580-595-1973</u>	_____
Term Expiration:	<u>June 30, 20</u>	<u>June 30, 20</u>	<u>June 30, 20</u>	_____

Describe how the organization officers are appointed or elected booster meeting with regular membership 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 \$5.00 fee for medals and awards for end of year and other costs (as) arise

Circle One: PTA Booster

Describe Purpose and Goals of the Organization Support the band director's needs. to provide what is needed for children in the band.

Estimated List of Material / Monetary Contributions \$1,000 awards donations

Estimated List of Expenses \$800 for end of year awards + medals

Principal's Recommendation: Approved Denied

Signature of Principal [Signature] Date 11/19/19

Signature of Organization's Officer Tamara M. Mooney Date 11/19/19

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 [Signature] 11-25-19
Finance Dept. Initial _____ Date _____
Signature of Clerk of the Board _____ Date _____

APPROVED _____ / _____
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

SCHOOL YEAR 2019-2020

APPLICATION FOR SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS

Organization Name EDISON BOOSTER CLUB EIN # 13-4307207

Organization's Bank Name BANCFIRST Bank Account # 5200254104

Faculty Sponsor's Name ISAAC Jeffery Phone: 580 574-6586 E-mail: ib.jeffery@lawtonps.org
Jeffery Yahou.com

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>TYRONE PETCHO</u>	<u>TRAVIS ROUSON</u>	<u>JEANNE BONAR</u>	<u>SHANTIA BUTLER</u>
Address:	<u>18 NW 56th St.</u>	<u>6201 NW Cheyenne</u>	<u>5502 NW ANN ADARK</u>	<u>2213 NW 24th St.</u>
Phone:	<u>580-704-0415</u>	<u>580-450-0568</u>	<u>580-678-0109</u>	<u>-</u>
Term Expiration:	<u>2020</u>	<u>2020</u>	<u>2020</u>	<u>2020</u>
			<u>J. Bonar@Geico.com</u>	

Describe how the organization officers are appointed or elected
THROUGH NOMINATIONS A VOTE IS TAKEN BY THE MAJORITY OF THE MEMBERS WHO ATTEND AT THE END OF THE YEAR BOOSTER CLUB 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 A \$5 FEE IS PAID JUST 1 TIME FOR WHATEVER SPORT A CHILD IS SIGNED UP TO PLAY.

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization TO FINANCE, ORGANIZE, AND SUPERVISE ATHLETIC SPORTS AT EDISON ELEMENTARY SCHOOL THAT GIVES EVERY CHILD AN OPPORTUNITY TO PARTICIPATE IN.

Estimated List of Material / Monetary Contributions SPORTS SIGN UP - \$110.00

Estimated List of Expenses SPORTS EQUIPMENT - \$1200, TROPHIES & SPORTS BASKET - \$800

Principal's Recommendation: Approved Denied

Signature of Principal Dana D. Moore Date 11-21-2019

Signature of Organization's Officer Jeanne M Bonar Date 11-21-2019

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 [Signature] Date 12/2/19
Signature of Clerk of the Board _____ Date _____

APPROVED
Finance Dept. Initial _____ Date _____
Signature of Clerk of the Board _____ Date _____

DENIED
Finance Dept. Initial _____ Date _____
Signature of Clerk of the Board _____ Date _____

Kathy Bentley

From: Denise Duffy
Sent: Wednesday, December 4, 2019 7:58 AM
To: Kathy Bentley
Subject: Contract - LPS Cameron Turf Replacement
Attachments: Owner_Architect Contract_Cameron Turf Replacement.pdf

FYI:

From: May Sherman <May.Sherman@aipok.com>
Sent: Tuesday, December 3, 2019 4:46 PM
To: Denise Duffy <dduffy@lawtonps.org>
Cc: Tom Thomas <tom.thomas@lawtonps.org>; Cory Miller <Cory.Miller@aipok.com>; matt.graves@aipok.com
Subject: FW: LPS Cameron Turf Replacement

*****CAUTION: EXTERNAL EMAIL - Think before you click or open attachments! *****

Denise,

Please find our contract for the Cameron Turf Replacement attached for addition to the 12/9/19 BOE agenda.

This contract is based on a fixed fee for turf replacement. If we find during design that survey or additional civil engineering changes are necessary, these will be provided by the Owner or as a reimbursable to the architect. We are working with Gary Dees and Cameron to find existing drawings to verify that no further improvements to grading, drainage, or subsurface materials are required.

Our email is down, and we aren't sure when it will resume. Please, call Cory Miller with any questions.

Sincerely,

May Sherman
Administrative Assistant



Architects In Partnership
3220 Marshall Avenue | Norman, OK 73072
P: 405.360.1300 x200 | F: 405.360.1431
may.sherman@aipok.com
aip@aipok.com

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AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year Two
Thousand _____
(In words, indicate day, month and year.)

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

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009

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

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

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

Lawton Public Schools – Cameron Stadium – McMahon Field Turf Replacement
Lawton, Oklahoma

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Synthetic turf replacement at McMahon Field of Cameron Stadium.

§ 1.1.2 The Project's physical characteristics:

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

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

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

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

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

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

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1000

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

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

.1 Geotechnical Engineer:

Inlt.

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Surveyor:

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Cory Miller, Senior Project Manager/Associate
Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) combined single limit, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Int.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

Init.

Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

Int.

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

Detailed menu of designated services is attached as Exhibit "A"

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

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

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

If the Owner desires any further information regarding the above items in Section 4.1, the Owner should request a description from the Architect; otherwise the general descriptions as defined by the AIA will dictate.

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

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

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Monthly or Bi-monthly visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

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

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 After Owner's approval of the Design Development Documents under Section 3.3.3, the Architect shall, as an Additional Service, make any project program, scope, or quality change due to owner's request, except (1) necessitated under Section 6.5, Section 6.6.1, Section 6.6.4 and Section 6.6.5, (2) due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment, or errors or omissions by the Architect or Architect's Consultants. Depends on the extent of the change, Architect shall negotiate with the owner for the compensation of the additional services based on (1) a stipulated sum, or (2) percentage of the construction cost of the change, or (3) hourly charge not exceed rated as shown in 11.7.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

.1 Termination Fee:

To be Negotiated

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

20% of the amount paid for services performed prior to termination under Section 9.7

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

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

Init.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

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

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

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

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

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

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

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

Init.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

Twenty Thousand Dollars (\$20,000.00)
- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work under Section 3.3.4. or final Project Construction Cost, whichever is higher, see Exhibit "B"
- .3 Other
(Describe the method of compensation)

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

- .1 Add 1% to Section 11.1 for Civil Engineer under Section 4.1.1.8
- .2 Add 15% to actual consultant cost for Landscape Design under Section 4.1.1.9
- .3 Any other additional services, stipulated sum or hourly with a not to exceed.

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

Stipulated sum or hourly with a not to exceed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	Twenty	percent (20	%)
Design Development Phase	Fifteen	percent (15	%)
Construction Documents Phase	Forty	percent (40	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
<hr/>				
Total Basic Compensation	One Hundred	percent (100	%)

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

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

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

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

Employee or Category	Rate
Principal Architect	One Hundred Seventy-Five Dollars/Hr. (\$175.00)
Associate Architect	One Hundred Sixty Dollars/Hr. (\$160.00)
Interior Designer	One Hundred Fifty Dollars/Hr. (\$150.00)
Project Manager	One Hundred Thirty-Five Dollars/Hr. (\$135.00)
Intern Architect	One Hundred Ten Dollars/Hr. (\$110.00)
Construction Administration	Ninety Dollars /Hr. (\$90.00)
CADD	Eighty Five Dollars/Hr. (\$85.00)
Administrative	Seventy Dollars/Hr. (\$70.00)

§ 11.8 Compensation for Reimbursable Expenses

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

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus point one five (.15) times the amount of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Init.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

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

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Ten percent (10%) per annum.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

- 12.1 Failure to execute any particular clause, section or article by either party, does not negate any other provision or this contract as a whole.
- 12.2 Services of outside consultants not provided under Article 3, Architects Basic Services, shall be billed to the Owner as reimbursable expenses.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

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

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

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

OWNER (Signature)

_____, President
Lawton Public Schools Board of Education
(Printed name and title)


ARCHITECT (Signature)

Gang Li, Principal
Architects in Partnership, LLC
(Printed name, title, and license number, if required)

OWNER

(Signature)

Lawton Public Schools
(Printed name and title)

ARCHITECT



(Signature)

Matt Graves, Principal
Architects in Partnership, LLC
(Printed name and title)

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EXHIBIT A
CONCEPTUAL PLANS

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User Notes:

(862014770)

EXHIBIT B
MENU OF DESIGNATED SERVICES

A. PURPOSE.

This Menu of Services (hereinafter "Menu") is a checklist of professional services and functions as a guide to further describe those tasks to be performed by the Architect for this particular Project as set forth, in Article 4 of the attached Agreement. The Menu also introduces Pre-Design Phase services, Post Construction Phase Services, Supplemental services, and designates which services are deemed Basic Services or Additional Services for this Project.

The Menu is not intended in any way to alter, amend, change or supersede the terms of the Agreement Between Owner and Architect to which this Exhibit B is attached. In the event of any conflict between the Agreement Between Owner and Architect and this Exhibit B, the Agreement Between Owner and Architect shall control.

B. DESIGNATIONS.

The following notations are applicable for each Menu item:

- B:** Basic Services
- A:** Additional Services
- X:** Not Required/Not Applicable

Those Menu items which have traditionally been designated as Basic Services have been "pre-designated" below by inserting a "B" in the check list.

C. PREDESIGN PHASE I

In the **Pre-design Phase** the Architect will provide the following services to assist the Owner in establishing the program, financial and time requirements, and limitations for the project.

1. Project Administration services consisting of pre-design administrative functions including:

B	Initial consultation in development of the Project.
B	Preparation of compensation estimates and professional services agreement(s).
B	Project-related research.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Owner-supplied Data Coordination services consisting of pre-design activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
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B	Assistance to Owner in obtaining existing drawings and related data.
B	Assistance to Owner in obtaining soils investigation services.
B	Assistance to Owner in obtaining topographic survey(s).
B	Assistance to Owner in obtaining Environmental Assessment.

3. **Facility Needs Study for each building and site in the School Campus consisting of:**

B	Inspection and evaluation to identify and recommend major renovation and additional space needs for each.
B	Estimate of construction costs.
B	Estimate of Furniture and Equipment costs.
B	Consultation with and recommendation for selection of projects to be included in the bond issue application.

4. **Programming services required to establish the following detailed requirements for the Project:**

B	Design objectives, limitations and criteria.	
B	Space requirements.	
B	Space relations.	
X	Number and functional responsibilities of personnel.	By Owner
B	Flexibility and expansibility.	
X	Special equipment and systems.	By Owner
B	Site requirements.	

5. **Space Schematics/Flow Diagrams services consisting of diagrammatic studies and pertinent descriptive text for:**

B	Internal functions.	
X	Human and vehicular flow patterns.	
B	General space allocations.	
X	Special facilities and equipment.	By Owner
B	Flexibility and expansibility.	

6. **Existing Facilities Surveys services consisting of researching, assembling and reviewing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:**

B	Photography or videography
B	Field measurements and review of existing drawings.
B	Analysis of existing architectural elements.
B	Analysis of existing structural capabilities.
B	Analysis of existing mechanical capabilities.
B	Analysis of existing electrical capabilities.

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7. Project Budgeting services relating to development of a Predesign Phase Estimate of Construction Cost(s) based on programming studies.

B	Estimates, by project/facility, of Construction Cost.	By
B	Establishment of Contingency Budget.	

8. Bond Issue Application services related

B	Coordination and consultation with Owner, Bonding Attorney and Financial Consultant necessary for compilation and preparation of:
B	Summary of Estimated Costs for all Construction Projects Proposed.
B	Summary-Existing and Proposed School Plant form.
X	Project Cost Calculation form.
B	Estimated Size and Cost of Proposed Construction Project forms with necessary attachments for each facility included in the Project.
X	Site Acquisition and Development form.
X	Certifications of forms prepared by Architect.
B	Attendance with Owner at all meetings directly related to this Project.

9. Presentation services consisting of presentations of Predesign Phase analyses and recommendations by the Architect/Engineer to the following Owner representatives:

B	Board/Administration/Staff
B	Citizens committee(s).

D. SCHEMATIC DESIGN PHASE

In the Schematic Design Phase, the Architect will provide the following services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of project components for approval by the Owner. Design will be conceptual in character based on the program and requirements developed under the Pre-Design Phase of the project and approved by the Owner.

1. Project Administration services consisting of schematic design administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of schematic design activities for:

B	Coordination between the architectural/engineering work of other involved disciplines for the Project.
B	Review and checking of documents prepared for the Project.

3. Agency Consulting/Review/Approval services consisting of schematic design activities including:

B	Agency consultations.
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B	Research and/or review of critical applicable regulations.
B	Assistance in the preparation of written and graphic explanatory materials.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. **Owner supplied Data Coordination services consisting of schematic design activities including:**

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in establishing criteria.
B	Assistance in obtaining data.

5. **Architectural Design/Documentation services responding to program requirements and consisting of preparation of:**

B	Conceptual site and building plans.
B	Preliminary building elevations.
B	Preliminary selection of building systems and materials.
B	Development of approximate dimensions, areas and volumes.
B	Perspective sketch(es).

6. **Structural Design/Documentation services consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:**

B	A proposed structural system.
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7. **Mechanical Design/Documentation services consisting of consideration of materials, systems and equipment and development of conceptual design solutions for:**

B	Energy source(s).
B	Energy conservation.
B	Heating and ventilating.
B	Air conditioning.
B	Plumbing.
B	Fire protection.

8. **Electrical Design/Documentation consisting of consideration of systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:**

B	Power service and distribution.	
B	Lighting.	
X	Telephones.	By Owner
B	Fire detection and alarms.	
X	Security systems.	By Owner
X	Electronic communications.	
X	Special electrical systems.	
B	Technology infrastructure coordination.	

Init.

9. Civil Design/Documentation consisting of consideration of materials, systems and development of conceptual design solutions for:

A	On-site utility systems.
A	Fire protection systems.
A	Drainage systems.
A	Paving/site improvements.

10. Interior planning services based on functional relationships, consideration of materials, systems and equipment and development of conceptual design solutions to establish furniture and equipment locations, etc.

B	Furniture, furnishings and loose equipment layouts.
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11. Materials Specifications consisting of:

B	Identification of potential architectural materials systems and equipment.
B	Coordination of similar work by other disciplines.

12. Statement of Estimated Construction Cost services consisting of development of an estimated construction cost range for each Project based on the most recent schematic design studies.

B	Estimates, by project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

13. Presentations services consisting of presentations of Schematic Design Documents by the Architect/Engineer to the following Owner representatives.

B	Board/Administration/Staff
B	Citizen committee(s).

E. DESIGN DEVELOPMENT PHASE

In the Design Development Phase, the Architect will provide the following services necessary to prepare, from the approved Schematic Design Documents, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project, including architectural, structural, civil, mechanical and electrical systems, materials, equipment and such other elements as may be appropriate for the approval by the Owner.

1. Project Administration services consisting of design development administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of design development activities for:

B	Coordination between the architectural/engineering work and the work of other involved disciplines of the Project.
B	Review and checking of documents prepared for the Project.

3. Agency Consulting/Review/Approval services consisting of design development activities including:
- | | |
|----------|---|
| B | Agency consultations. |
| B | Research and/or review of critical applicable regulations. |
| B | Assistance in the preparation of written and graphic explanatory materials. |
| B | Appearances on Owner's behalf at agency and Owner meetings. |
4. Owner supplied Data Coordination services consisting of design development activities including:
- | | |
|----------|---|
| B | Review and coordination of data furnished for the Project as a responsibility of the Owner. |
| B | Assistance in obtaining data. |
5. Architectural Design services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
- | | |
|----------|---------------------------------|
| B | Plans, sections and elevations. |
| B | Materials selection. |
| B | Three dimensional sketches. |
| B | Equipment layouts. |
| B | Typical construction details. |
| X | Study model(s). |
6. Structural Design services consisting of continued development of structural system(s) and Schematic Design Documents in sufficient detail to establish:
- | | |
|----------|--|
| B | Basic structural system and dimensions. |
| B | Structural design criteria. |
| B | Foundation design criteria. |
| B | Preliminary sizing of major structural components. |
| B | Critical coordination clearances. |
7. Mechanical Design services consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline Specifications to establish:
- | | |
|----------|---|
| B | Approximate equipment sizes and capacities. |
| B | Preliminary equipment layouts. |
| B | Required space for equipment. |
| B | Required chases and clearance. |
8. Electrical Design services consisting of continued development and expansion of electrical Schematic Design Documents and development of outline Specifications to establish:
- | | |
|----------|---|
| B | Criteria for lighting, electrical and communications systems. |
| B | Approximate sizes and capacities of major components. |
| B | Preliminary equipment layouts. |

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B	Required space for equipment.
B	Required chases and clearances.

9. Civil Design services
A Continued development and expansion of civil Schematic Design Documents to establish the final scope and preliminary details for on-site civil engineering work.

10. Materials Specifications services consisting of activities by architectural personnel in:
B Presentation for Owner's approval of proposed General and Supplementary Conditions of the Contract for Construction.
B Development of architectural outline Specifications and brief form identification of significant architectural materials, systems and equipment.
B Coordination of similar activities of other disciplines.
B Production of design manual including design criteria and outline Specifications or materials list.

11. Statement of Estimated Construction Cost services consisting of updating and refining the Schematic Design Phase Statement of Construction Cost of the Project.

B	Estimates, by Project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

12. Presentations services consisting of presentations of Design Development Drawings and other documents by the Architect/Engineer to the following Owner representatives:

B	Boards/Administration/Staff
B	Citizen committee(s).

F. CONSTRUCTION DOCUMENTS PHASE

In the **Construction Documents Phase**, the Architect will provide the following services necessary to prepare from the approved Design Development Documents, for approval by the Owner, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project, and bidding and contracting for the construction of the Project.

1. Project Administration services consisting of construction documents administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of construction documents activities for:

B	Coordination between the architectural/engineering work and the work of Consultants and other involved disciplines for the Project.
B	Review and checking of documents prepared for the Project.
B	Coordination with Owner's asbestos/hazardous material abatement Consultant.

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3. Agency Consulting/Review/Approval services relating to applicable laws, statutes, regulations and codes of regulating entities and consisting of Construction Documents Phase activities for:

B	Agency consultations.
B	Research of applicable regulations.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of activities relating to the construction documents including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in establishing criteria.
B	Assistance in obtaining data.

5. Architectural/Engineering/Design services

B	Preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.
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6. Structural Design services

B	Preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.
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7. Mechanical Design services

B	Preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.
---	---

8. Electrical Design services

B	Preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.
---	---

9. Civil Design services

A	Preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Project.
---	---

10. Materials Specifications consisting of activities of architectural personnel in:

B	Development and preparation of architectural Specifications describing materials, system and equipment, workmanship, quality and performance criteria required for the construction of the Project.	By CM
B	Coordination of the development of Specifications by other disciplines.	
B	Assistance to the Owner in development and preparation of Bidding Documents which describe the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the Owner and Contractor(s).	
B	Assistance to the Owner in development and preparation of the Conditions of the Contract (General, Supplementary, and other Conditions).	

Init.

B	Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.
----------	---

11. **Special Bidding Documents/Scheduling services consisting of:**

B	Preparation and coordination of Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the Work.
B	Preparation and coordination of Drawings and Specifications for obtaining alternate bids or prices on changes in the scope of the Work.
B	Preparation and coordination of Drawings, Specifications, and Bidding Documents for multiple prime contracts for subdivisions of the Work.
B	Review and update of established schedules for the Project.

These services are to be utilized at the discretion of the Architect for benefit of the Owner or at the Owner's reasonable request, and do not represent services provided by a Construction Manager.

12. **Statement of Estimated Construction Cost services consisting of advising the Owner of any adjustments to, and, when the Construction Documents are approximately 90% complete, updating the Design Development Phase Statement of Construction Cost of the Project.**

B	Final estimates, by Project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

13. **Presentations services consisting of Construction Documents and other graphic displays by the Architect/Engineer to the following:**

B	Boards/Administration/Staff
B	Citizen committee(s).

G. BIDDING OR NEGOTIATION PHASE

In the **Bidding or Negotiation Phase** the Architect will provide the following basic services necessary to assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction based on the Owner's approval of the final Construction Documents and most recent Statement of Estimated Construction Costs.

1. **Project Administration services consisting of bidding or negotiation administrative functions including:**

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. **Bidding Materials services consisting of organizing and handling Bidding Documents for:**

B	Coordination.	By CM
B	Reproduction.	
B	Distribution and distribution records.	

3.	Addenda services	
B	Preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.	
4.	Bidding/Negotiations services consisting of:	
B	Assistance to Owner in establishing list of Bidders.	By CM
B	Assistance to Owner in preparation/release of Advertisement for Bids.	
B	Participation in pre-bid conferences.	
B	Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.	
B	Attendance at bid opening(s).	
B	Documentation and distribution of bidding results to Owner.	By CM
5.	Analysis of Alternates/Substitutions services	
B	Consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals.	
6.	Bid Evaluation services consisting of:	
B	Assistance in receipt of Bids or proposals.	By CM
B	Participation in reviews of Bids or proposals.	
B	Evaluation of Bids or proposals and report to Owner of findings.	By CM
B	Participation in negotiations prior to or following decisions on award of the Contract(s) for construction.	
7.	Construction Contract Agreements services consisting of:	
B	Assistance in the notification of Contract award(s).	By CM
B	Assistance in preparation of construction contract Agreement forms for approval by Owner.	
B	Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s).	
X	Receipt, distribution and processing, for Owner's approval of required certificates of insurance, bonds and similar documents.	
B	Preparation and distribution of Contractor(s), on behalf of the Owner, of notice(s) to proceed with the Work.	

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

In the **Construction Contract Administration Phase**, the Architect will provide the following basic services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction and on-site project representation to inspect the construction process on behalf of the Owner.

1. Project Administration services consisting of construction contract administrative functions including:

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User Notes:

Init.

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.
B	Coordination of multiple-prime construction contracts.

2. Office Construction Administration services consisting of:

B	Processing of submittals, including receipt from CM, review of and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
B	Distribution of submittals to Architect/Engineer's representative as required.
B	Maintenance of master file of submittals.
B	Related communications.

3. The provision of Periodic or Continuous Project Representation in the field shall be as determined by the Owner and the terms and conditions of the Agreement between Owner and Architect for each specific project.

X	Continuous Project Representative(s).
X	Periodic Project Representative(s).

4. Coordination services relating to independent inspection and testing agencies, consisting of:

B	Administration of field testing required by the Contract Documents.
B	Arranging for and coordination of testing and inspection on Owner's behalf.
B	Review of reports on inspections and tests and notifications to Owner and Contractor(s) of observed deficiencies in the Work.

5. Supplemental Documents services consisting of:

B	Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor(s) or the Owner and as required by construction conditions of the work.
B	Forwarding Owner's instructions and providing guidance to the Contractor(s) on the Owner's behalf relative to changed requirements and schedule revisions.
B	Assistance to the Owner in the selection and preparation of a Color and Material Finish Schedule for the Project.

6. Quotation Requests/Change Orders services consisting of:

B	Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
B	Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
B	Review and recommendations relative to changes in time for Substantial Completion.
B	Negotiations with Contractor(s) on Owner's behalf relative to costs of Work proposed to be

	added, deleted or modified.
B	Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
B	Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7. **Project Schedule Monitoring services**

B	Monitoring the progress of the Contractor(s) relative to established schedules and making status reports to Owner.	By CM
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8. **Construction Cost Accounting services consisting of:**

B	Maintenance of records of payments on account of the Construction Contract Sum(s) and all changes thereto.
B	Evaluation of Applications for Payment and certification thereof to include waivers of lien and release from the surety company as applicable.
B	Review and evaluation of expense data submitted by the Contractor(s) for Work performed under cost-plus-fee arrangements.

9. **Project Closeout services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:**

B	A field visit with the Owner's representative to check conformity of the Work to the Contract Documents to the list submitted by the Contractor(s) of items to be completed or corrected.
B	Issuance of Certificate(s) of Substantial Completion.
B	Recommendations of the amount(s) to be withheld until final completion.
B	Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
B	Field inspection(s) upon notice by the Contractor(s) that the Work is ready for final inspection and acceptance.
B	Notification to Owner and Contractor(s) of deficiencies found in follow-up inspection(s), if any.
B	Field inspection(s) with the Owner's representative to verify final completion of the Work.
B	Receipt and transmittal to the Owner of the guarantees, warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Owner against liens.
B	Issuance of final Certificate(s) for Payment.

I. POST CONSTRUCTION PHASE

In the Post Construction Phase, the Architect will provide the following services necessary to assist the Owner in the use and occupancy of the facility on a Project-by-Project basis.

1. **Project Administration services consisting of post construction administrative functions including:**

B	Consultation
X	Conferences

X	Communications and progress reports.
B	Travel time.

2. **Maintenance and Operational Programming services consisting of:**

X	Assistance in the establishment by the Owner of in-house or contract program(s) of operation and maintenance of the physical plant and equipment.
X	Assistance in arranging for and coordinating instructions on operations and maintenance on equipment in conjunction with manufacturer's representatives.
X	Assistance in the preparation of operations and maintenance manual(s) for the Owner's use.

3. **Start-Up Assistance services consisting of:**

X	On-site observation and assistance in the operation of building systems during initial occupancy.
B	Assistance and coordination of remedial work by the Contractor(s) after final completion

4. **Record Drawings services consisting of:**

B	Making arrangements for obtaining from Contractor(s) information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
B	Transmittal of record drawings to the Owner.

5. **Post Construction Evaluation services consisting of an on-site visit to the project nine months after completion of construction for:**

B	Warranty items in defect.
B	Defective work and/or materials under contract requirements.
B	Incomplete work by the Contractor under contract requirements.
B	Report to Contractor of the defective Work and/or material to be corrected.

J. SUPPLEMENTAL SERVICES

In addition to the Basic Services provided by the Architect, the following Supplemental Services are provided and/or arranged by the Architect as required when requested and approved by the Owner.

These Supplemental Services may be provided during a single phase of the Basic Services or during several phases of the project as directed by the Owner.

1. **Special Studies services consisting of investigation, research and analysis of the Owner's special requirements for the Project and documentation of findings, conclusions and recommendations for:**

X	Master planning to provide design services relative to future facilities, systems and equipment not intended to be constructed as part of this Project.
X	Feasibility studies consisting of investigation, research, studies, analysis and final reporting on proposed Projects or other purposes.

2. **Model Construction services consisting of preparation of:**

X	Large scale block model(s) of structure(s) designed for the Project.
X	Large scale detailed model(s) of structure(s) designed for the Project showing both interior and exterior design.

3. Life Cycle Cost Analysis services consisting of assessment, on the basis of established relevant economic consequences over a given period of time, of:

X	A given planning and design solution for the Project.
X	Alternative planning and design solutions for the Project.
X	Selected systems, subsystems or building components proposed for the Project.

4. Renderings services related to providing graphic pictorial representations of the proposed Project consisting of:

X	Black and white elevation view(s).
X	Black and white perspective view(s).
X	Elevation view(s) in color.
X	Perspective view(s) in photo realistic rendering.

5. Specialized Promotions/Public Relations services relating to presentations to the public or identified groups consisting of:

B	Preparation of special brochures and/or promotional pieces.
B	Assistance in production and distribution of promotional materials.
B	Presentations at public relations and/or promotional meetings.

6. Special Disciplines Consultation services consisting of retaining, directing and coordinating the work of special disciplines Consultants whose specialized training, experience or knowledge relative to specific elements and features of the Project are requested and approved by the Owner.

X	Acoustics.
X	Audio-Visual.
X	Communications.
X	Educational Technology System Design.
X	Landscape Architecture.
X	Traffic/Parking.

7. Value Analysis services

B	Reviewing during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining optimum value for the Owner.
---	--

8. Quantity Survey services

X	Detailed determination of the quantities of materials to be used in the Project to establish the basis for price determination by bidding or negotiations.
---	--

9. Energy Study and building energy efficiency analysis services consisting of special analyses of mechanical, electrical systems, fuel costs, on-site energy generation and energy conservation options for the Owner's information or use.

Init.

<input checked="" type="checkbox"/>	Construction Phase
<input checked="" type="checkbox"/>	Post-Construction Phase

10. Special furniture or furnishings design services related to Architect-designed special furniture, furnishings and/or equipment incorporated into the Project and consisting of:

<input checked="" type="checkbox"/>	Design and documentation.
<input checked="" type="checkbox"/>	Specifications or standards.
<input checked="" type="checkbox"/>	Management of procurement.
<input checked="" type="checkbox"/>	Coordination of installation.
<input checked="" type="checkbox"/>	Purchase on the Owner's behalf.

11. Serving as witness for the Owner in a public hearing, arbitration proceeding, administrative law proceeding, or legal proceeding.

<input type="checkbox"/>	During Project phases
<input checked="" type="checkbox"/>	Post-Construction phase

-----End of Exhibit B-----

Int.



AIA Document G701™ - 2017

Change Order

PROJECT: (Name and address) #1911 LPS-MacArthur High School HVAC Renovation Lawton, Oklahoma	CONTRACT INFORMATION: Contract For: General Constuction Date: November 21, 2019	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: December 3, 2019
OWNER: (Name and address) Lawton Public Schools P.O. Box 1009 Lawton, OK 73502-1009	ARCHITECT: (Name and address) Architects in Partnership, LLC 3220 Marshall Avenue Norman, OK 73072	CONTRACTOR: (Name and address) RCJ Construction, Inc. 800 S.E. 1 st Street Lawton, OK 73501

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

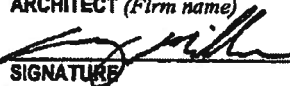
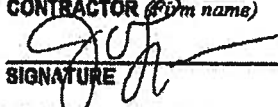
Provide new lighting fixtures in the Admin area as indicated as Alternate #3.

The original Contract Sum was	\$	<u>580,818.90</u>
The net change by previously authorized Change Orders	\$	<u>0.00</u>
The Contract Sum prior to this Change Order was	\$	<u>580,818.90</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>41,820.71</u>
The new Contract Sum including this Change Order will be	\$	<u>622,639.61</u>

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Architects in Partnership, LLC</u> ARCHITECT (Firm name)	<u>RCJ Construction, Inc.</u> CONTRACTOR (Firm name)	<u>Lawton Public Schools</u> OWNER (Firm name)
 SIGNATURE	 SIGNATURE	 SIGNATURE
<u>Cory Miller Sr. Project Mgr/Associate</u> PRINTED NAME AND TITLE	<u>J.C. Grayson President</u> PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
<u>December 3, 2019</u> DATE	<u>December 4, 2019</u> DATE	 DATE

RCJ Construction, Inc.

800 SE 1st Street
 Lawton Oklahoma 73501
 Phone: (580) 248-6637
 Fax: (580) 248-4431

November 25, 2019

MacArthur High School
 Alternate #3
 Install New Light Fixtures

Description	Quantity	Unit	Total Mat/Equip	Total Labor	Total Task Cost
MC CONN	340	ea	\$182.70	\$957.60	\$1,144.80
12/3 MC	21	ea	\$2,721.60	\$2,205.00	\$4,926.60
3M TERM	321	ea	\$337.04	\$431.34	\$768.38
ARL ST. CBL STRAPS	420	ea	\$141.12	\$1,008.00	\$1,149.12
2X2 LED	2	ea			
2X4 LED	107	ea	\$23,400.00	Total Light Package	\$23,400.00
STRIP LED	7	ea			
Em BALLAST/DRIVER	42	ea			
ODSOD-IDW OCC Sen	28	ea		\$1,176.00	\$1,176.00
Toggle Switch	35	ea	\$119.70	\$514.50	\$634.20
4 sq 1-1/8"	54	ea	\$388.57	\$793.80	\$1,182.37
4 sq O Ring	28	ea	\$95.76	\$117.60	\$213.36
4/S Blank	26		\$143.16	\$112.60	\$255.76
Subtotals			\$27,529.65	\$7,316.44	\$34,850.59
Overhead				10%	\$3,485.06
Profit				10%	\$3,485.06
Total Cost including Markups					\$41,820.71

AFTERWORK PRODUCTIONS

Contract for DJ Services

On 11 May 2020 AFTERWORK PRODUCTIONS will provide a Professional Disc Jockey for the following event or persons hereafter referred to as Client (Name): MacArthur High School - Kristen Keplinger

Client's (Address, City, St. Zip): 4400 E Gore Blvd, Lawton OK Phone: 580-695-7704

Client's email address: kkeplinger@lawtonps.org

The Event will be held at (Location & Address): Hilton Garden Inn, 135 NW 2nd St. Lawton OK

The Event is for a: HS PROM Dance

The agreed contract price: \$ 400.00 Start Time: 7:00 PM Estimated End Time: 11:00 PM

The deposit is Waived for this event

The agreed contract price will be due upon DJ's arrival to set up equipment on event date.

Please make checks /money orders/ cashier's check payable to **Afterwork Productions**.

The following terms and conditions apply to and are incorporated into the contract for services between the Client and Afterwork Productions:

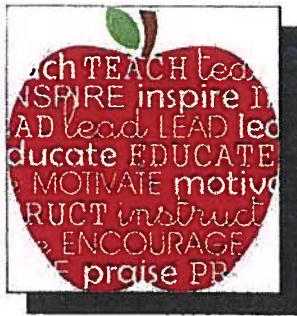
- 1. Proper Attire:** Afterwork Productions personnel shall arrive at the event and perform its services in proper attire as determined by the Client.
- 2. Alcoholic Beverages:** Afterwork Productions personnel will not consume any form of alcoholic beverages or illegal substances while at the event.
- 3. Event Venue:** The Client is responsible for providing, at the Customer's sole cost, *adequate electric supply, 2 chairs, access to buffet meal or plated meal, Wi-Fi Internet access (if available) at least 45-60 min to breakdown equipment* and other support, as determined by Afterwork Productions.
- 4. Venue Insurance:** The Client is responsible for providing, at the Client's sole cost, Vendor Liability Insurance if Event Venue or other Entity requires it to be purchased for Afterwork Productions to be allowed at stated event. This cost will be added in as an extra item cost even after a contract price has been agreed upon, deposit paid and/or the contract has been signed.
- 5. Cancellation:** This is a binding contract between Afterwork Productions and the Client. By signing this contract, the Client is personally liable for the contract balance owed to Afterwork Productions. This contract may be cancelled by the Client prior to 30 days before the event. Notice of cancellation must be in writing and must be received by Afterwork Productions at least 30 days prior to the event. If the Client cancels within 30 days of the event or fails to inform Afterwork Productions of the cancellation or rescheduling of the event, Afterwork Productions shall, within 7 days of demand the Client pay Afterwork Productions the balance of the contract owed.
- 6. Change of location/dates/time:** In the event the Client changes the location, date or time of the event after the execution of this contract, Afterwork Productions reserves the right to adjust the contract price to reflect such changes, at its sole discretion.
- 7. Event Ends Before End Time:** If event ends earlier than the scheduled End Time, at no fault of Afterwork Production, no refund of any amount will be paid to the Client.
- 8. Choice Of Music:** The Client can chose the genre of music to be played at the event and/or has provided a music playlist. Afterwork Productions reserves the right to choose the songs to be played from the genre or music playlist provided and the order in which the songs are played unless the order of songs are specifically stated. Afterwork Productions reserves the absolute right to refuse to play any song or music requested by the Client and or their guest.
- 9. Music with explicit lyrics:** Due to current music style standards, Afterwork Productions will attempt to not play songs with explicit lyrics in them, but cannot be held responsible if some forms of said lyrics are played.
- 10. Performance by Afterwork Productions:** Afterwork Productions is required to arrive at the venue at least 3-4 hours before the Event Start Time for setting up equipment, subject however to delays caused by acts or occurrences beyond the reasonable control of Afterwork Productions including but not limited to natural disasters, inclement weather impeding traffic, traffic accidents, acts of God, and mechanical breakdowns, in which case Afterwork Productions shall not be liable for any delay in arriving or failing to arrive for the event. Afterwork Productions shall perform its services as contracted. However, if Afterwork Productions performance is in any way impaired, impeded or prevented by any action or inaction by the Client, guest at the event or *not properly grounded electrical outlets causing uncontrollable feedback sounds in speakers*, Afterwork Productions shall not be in any way liable for a failure of performance.
- 11. Wireless Lapel Microphones:** Distance limitation of Wireless Lapel Microphones (if used) is 100 – 150 Feet (Line of Sight) depending on the type or style of Microphones requested to be used for event. Afterwork Productions cannot be held liable if microphones cut out or fail after initial testing are shown to be working properly.
- 12. Pictures of Event:** Pictures taken by Afterwork Productions may be used for promotional material, Website and or Facebook post.
- 13. The Liability of Afterwork Productions:** to the Client pursuant to this contract is limited to the amount paid by the Client to Afterwork Productions.
- 14. The Liability to the Customer:** By signing this contract, the Client will be held fully responsible for any damages done to professional sound/audio equipment, CD's, Lighting and other type equipment provided by Afterwork Productions caused by their audience/guest negligent actions.
- 15. The Contract Agreement:** These terms and conditions constitute the entire agreement of the parties and supersede all prior negotiations, discussions, agreements, understanding, or written agreements. This contract may only be modified or changed in writing by Afterwork Productions and agreed upon by the Client.
- 16. Legal Jurisdiction:** The sole and exclusive jurisdiction and venue for any lawsuit filed by either party hereto shall be Comanche County Oklahoma General District Court. In the event Afterwork Productions hires an attorney to represent themselves in any action filed to enforce this agreement or to defend any claim made by the Client pursuant to this contract, the Client shall reimburse Afterwork Productions for any and all attorney's fees incurred by Afterwork Productions or the sum of \$500 and for attorney's fees, whichever is greater, plus Afterwork Productions costs and expenses incurred in filing, maintaining or defending such legal proceedings.

**By signing this contract and or paying the required deposit, you - the Client,
agree to all of the above terms and conditions:**

Client Signature: _____ Date: _____

(580) 695-8352-Office/Cell afterworkpro@hotmail.com

Afterwork Productions
429 Landmark Rd Lawton, OK 73507



Contract for Consultant Services

Cindy Elkins, Educational Consultant

EIN: 47-3698809

cindy.elkins2015@gmail.com

5105 SE 60th Street, Lawton, OK 73501 580-695-0636

This contract for consultant services is made between:

Cindy Elkins, Educational Consultant and

Lawton Public Schools, P.O. Box 1009, Lawton, OK 73502

Consultant Services:

I will provide professional development via classroom visits on the topic of reading and/or math instructional strategies. This contract provides for 12 days of classroom visits. Teachers from grades KG-5 will be involved (as determined by data collected from the principal and classroom teachers).

Consultant Fee (all inclusive): \$13,200

Date(s) of Service 2nd semester (2020): Jan. 14, 15, 16; Feb. 11, 12, 13; March 10, 11, 12; and April 7, 8, and 9

Place of Service: Eisenhower Elementary School, 315 SW 52nd Street, Lawton, OK 73505

Consultant's Special Terms or Conditions: Due to unforeseen circumstances (inclement weather, illness, schedule changes, etc.), dates specified above may be changed at the mutual agreement of the school personnel involved and the consultant as long as they are rescheduled within the same fiscal year.

Consultant Signature: Cindy Elkins

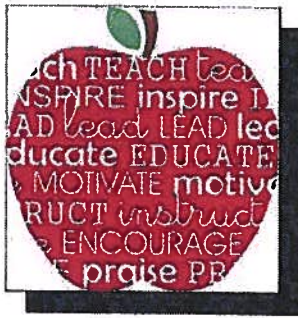
Date Contract Submitted: Aug. 15, 2019

School District Contact Person(s):

- Teresa Donahue, LPS Director of Federal Programs, tdonahue@lawtonps.org, 580-357-6900
- Lupe Ostruske, Principal @ Eisenhower Elem., 355-4599

Date of Approval: _____

Authorized Signature: _____



Contract for Consultant Services

Cindy Elkins, Educational Consultant

EIN: 47-3698809

cindy.elkins2015@gmail.com

5105 SE 60th Street, Lawton, OK 73501 580-695-0636

This contract for consultant services is made between:

Cindy Elkins, Educational Consultant and

Lawton Public Schools, P.O. Box 1009, Lawton, OK 73502

Consultant Services:

I will provide professional development via classroom visits on the topic of reading and/or math instructional strategies. This contract provides for 9 days of classroom visits. Teachers from grades K-5 will be involved (as determined by data collected from the principal and classroom teachers).

Consultant Fee (all inclusive): \$9,900

Date(s) of Service 2nd semester (2020): Jan. 9, 22, 23; Feb. 3, 4, 20; and March 9, 24, and 25

Place of Service: Lincoln Elementary School, 601 SW Park, Lawton, OK 73501

Consultant's Special Terms or Conditions: Due to unforeseen circumstances (inclement weather, illness, schedule changes, etc.), dates specified above may be changed at the mutual agreement of the school personnel involved and the consultant as long as they are rescheduled within the same fiscal year.

Consultant Signature: Cindy Elkins

Date Contract Submitted: October 31, 2019

School District Contact Person(s):

- Teresa Donahue, LPS Director of Federal Programs, tdonahue@lawtonps.org, 580-357-6900
- Oscar Castro, Principal @ Lincoln Elem., 580-355-4799

Date of Approval: _____

Authorized Signature: _____



City Hall Rental Agreement

City of Lawton, Oklahoma
212 SW 9th St.

Deposit \$ <u>waived</u>	Weekend Fee \$ <u>waived</u>	Tables & Chairs \$ <u>waived</u>
Cleaning Deposit \$ <u>0</u>	Electronic Equipment \$ <u>0</u>	
Total Amount Paid.....		\$ <u>0</u>
Amount of Deposit Returned.....		\$ <u>0</u> Date: _____

Ranger Hall
Facility to be Leased

200-300
Estimated Participants

4/18/20
Date of Reservation

8:00 p.m. - 11:00 p.m.
Starting Time-Ending Time
(Including Setup & Clean up Time)

Alan Proter
Name of Lessee (print)

LHS 580-355-5170
Address Phone

LHS
SRCL 20
Name of Organization

1001 NW 7th St. Bldg
Address Phone

Nature of Activity to be held: 2020 PROM

LHS SRCL 20 accepts the responsibility for any damages incurred during the use of the facility and will strictly adhere to the rules listed on the attached two (2) pages.

Signature of Lessee Date

City Manager Date

Signature of Lessee Date

Discriminatory Clause: This organization does not discriminate in any way based on race, creed, color, sex, religion, or national origin

YES

NO

_____ Projector

_____ Sound System

_____ Microphones

_____ Kitchen

_____ Tables 37 Total Needed

_____ Chairs 296 Total Needed

Comments:

LHS SR CH 20 will pay for
clean up if it is not to City Hall's standards.

W-D



**City of Lawton
City Hall
Rental Fees**

Daily Rates: W/O Weekend Fee	Rental Fee	Cleaning Deposit	Weekend Fee	Total
Atrium	\$225.00	\$225.00	N/A	\$450.00
Auditorium Lobby <i>Excludes small meeting rooms</i>	\$250.00	\$250.00	N/A	\$500.00
Banquet Hall up to 100 guests	\$350.00	\$350.00	N/A	\$700.00
Banquet Hall Over 100 guests	\$450.00	\$450.00	N/A	\$900.00
Auditorium	\$500.00	\$500.00	N/A	\$1,000.00
Tables (per table in advance/per table after set up	Advance \$7.00 per table	After set up \$10.00 per table		
Chairs (per chair in advance/per chair after set up	\$1.75 per chair	\$2.50 per chair		
Electronic Equipment: Projector 1, 2, 3 microphone, Sound System	\$20.00 per item per day			
Daily Rates: Including Weekend Fee				
Atrium	\$225.00	\$225.00	\$150.00	\$600.00
Auditorium Lobby <i>Excludes small meeting rooms</i>	\$250.00	\$250.00	\$150.00	\$650.00
Banquet Hall up to 100 guests	\$350.00	\$350.00	\$150.00	\$850.00
Banquet Hall Over 100 guests	\$450.00	\$450.00	\$150.00	\$1,050.00
Auditorium	\$500.00	\$500.00	\$150.00	\$1,150.00

- Lawton Public School (LPS) activities shall receive priority placement subject to scheduling availability. The above fees are waived for official LPS events.
- **Daily rate is assessed for rental use of City hall from 8:00 am Monday – 5:00 pm Friday excluding holidays.**
- **Weekend rate is assessed for rental use of City Hall from 5:00 pm Friday -11:00 pm on Saturday. \$50.00 will be charged toward the deposit for any part of each hour beyond 11:00 pm. There are no rentals on Sunday's, or during official City recognized holidays.**
- All or part of the cleaning/damage deposit may be retained for damages resulting from scheduled event and/or for incompleteness of all rental obligations. Cleaning/Damage deposits are refundable upon successful completion of rental obligations. It should also be noted that when the Banquet Hall is rented at the "up to 100 person" rate, but the final tally of attendees exceeds 100, the additional fee shall be applied and taken out of the deposit. Lessees should be aware that it takes two to three weeks to process refund checks.
- If Lessee cancels the event less than 60 days before the date for which it is reserved, \$50.00 of the deposit is non-refundable.
- In the event that the cleaning/damage deposit is not sufficient to cover charges, such as potential damages/cleaning incurred by the City, the City will first repair any damage and/or complete needed cleaning and then invoice the lessee and/or responsible parties as authorized by the Building Lease Agreement.

Occupancy: Atrium 250 Auditorium Lobby 130 Banquet Hall 300 Auditorium 400



**City Hall
Conference Room Rental Rates
Monday – Friday from 8am – 5pm**

Meeting Rooms	Occupancy	Rental Rate	Cleaning Deposit	Total
Executive Conf. Rm. 3 rd Floor	25	\$175.00	\$175.00	\$350.00
South Conf. Rm. 2 nd Floor (Also known as Fishbowl)	15	\$150.00	\$150.00	\$300.00
Mayor's Conf. Rm.	15	\$250.00	\$250.00	\$500.00
C201 – Conf. Rm. #2 North Side of Second Floor	20	\$75.00	\$75.00	\$150.00
C200 – Conf. Rm. #3 Behind auditorium	20	\$75.00	\$75.00	\$150.00

***PLEASE CALL (580)581-3301 TO MAKE RESERVATIONS OR RECEIVE
ADDITIONAL INFORMATION.***



City Hall Rental Agreement

City of Lawton, Oklahoma
212 SW 9th St.

Deposit \$ _____	Weekend Fee \$ _____	Tables & Chairs \$ _____
Cleaning Deposit \$ _____	Electronic Equipment \$ _____	
Total Amount Paid.....		\$ _____
Amount of Deposit Returned.....		\$ _____ Date: _____

Banquet Hall
Facility to be Leased

225
Estimated Participants

4-25-20
Date of Reservation

Setup Beginning @ 8:00am Clean Up
Dance from 8-11pm until 1:00am
Starting Time-Ending Time
(Including Setup & Clean up Time)

Eisenhower High School
Name of Lessee (print)
c/o Amber Mayfield
Student Council
Name of Organization

5202 W Gore Blvd 355-9144
Address Phone ext 3010
Address Phone

Nature of Activity to be held: Senior Prom

EHS accepts the responsibility for any damages incurred during the use of the facility and will strictly adhere to the rules listed on the attached two (2) pages.

Signature of Lessee _____ Date _____

City Manager _____ Date _____

Signature of Lessee _____ Date _____

Discriminatory Clause: This organization does not discriminate in any way based on race, creed, color, sex, religion, or national origin

YES

NO

Projector

Sound System

Microphones

_____ Kitchen

_____ Tables

8-10 Total Needed

_____ Chairs

100 Total Needed

Comments:

JOURNEY PRODUCTIONS
 a subsidiary of
 More & More, Inc.
 3701 SW 11th Street
 Lawton, OK 73501-8202



Event Contract / Invoice

Date	Invoice #
11/13/2019	P19-269

Bill To
Lawton Public Schools 753 NW Fort Sill Blvd. Lawton, OK 73507

P.O. No.	Terms
	Due on receipt

Contract Terms	Amount
<p>Journey Productions hereby agrees to provide a sound system (includes set up, operation, and tear down) for Lawton Public Schools, employer, on May 21 and 22, 2020. A back stage wall lighting system is included with colors of correspond with each schools colors. A podium light system is also included. The performance location is the Lawton Great Plains Coliseum. Rehearsal times are May 21, 2020 from 9:00am-3:00pm and event times are May 21, 2020 beginning at 7:00pm and May 22, 2020 beginning at 1:00pm and 7:00pm. The agreed price is \$2555.00.</p> <p>The employer agrees to have the facility open and available on May 20, 2020 for setup. The contractor will be clear of the facility on May 22, 2020 after the last graduation.</p> <p>The agreement of the contractor to perform under the provisions of this contract is subject to proven detentions by sickness, accident, weather or other legitimate conditions that are beyond the control of the contractor.</p> <p>The employer agrees to indemnify and hold Journey Productions harmless from any loss, damage or legal liabilities. This is a valid and binding contract and shall be held so in the eyes of the law and both parties involved.</p>	2,555.00T

Thank you for selecting Journey Productions for your event!

Please sign both contracts and return one.

If any questions arise about the contract or anything else, please feel free to contact us.

Print name _____ Signature _____

Date _____ Driver's Liscence number _____

Subtotal	\$2,555.00
Sales Tax (0.0%)	\$0.00
Total	\$2,555.00

Journey Productions office (580) 355-1293 fax (580) 355-1299 website www.rentjp.com find us on face book	E-mail
	pat@rentjp.com

HUMAN RESOURCES
Certified Personnel
December 9, 2019

The following resignations are recommended:

NAME	ASSIGNMENT	END DATE
Bowling, Kristie	Teacher, Freedom	12-02-2019
Cardenas-Rivera, Brenda	Teacher, Pioneer Park	12-18-2019
Graham, Amanda	Teacher, LHS	11-12-2019
Nunez, Michael	Teacher, Ridgecrest	12-18-2019

The following employments are recommended for duration of need:

NAME	ASSIGNMENT	START DATE
Stillsmoking, Edith	IKE Time Coordinator, EHS	08-26-2019
Whiteman, Diana	DoDEA Tutor, Freedom	12-02-2019

The following extra duty coaching positions are recommended for employment:

NAME	ASSIGNMENT	START DATE
Crowley, Jacobi	Asst. Track Coach, EHS	11-07-2019
Mayfield, Amber	Head Track Coach, EHS	11-07-2019
McIntyre, Joe	Asst. Basketball Coach, TMS	11-07-2019
Stewart, Sterling	Asst. Track Coach, EHS	11-07-2019

HUMAN RESOURCES
Support Personnel
December 09, 2019

The following resignations are recommended:

NAME	ASSIGNMENT	STOP DATE
Alexander, Adrian	Custodian, MMS	11-29-2019
Biby, Helen	12 Month Clerical Assistant, Shoemaker	11-05-2019
Bickley, Salena	Title I Non-Certified Para, Eisenhower	11-22-2019
Buckner, Carol	Cafeteria Custodian, EHS	11-26-2019
Harding, Shari	Class Size Assistant, Washington	10-31-2019
Mull, Kimberly	Cook, Pat Henry	11-08-2019
Williams, Charline	12 Month Secretary, EHS	11-21-2019

The following employment is recommended for the 2019-2020 school year:

NAME	ASSIGNMENT	START DATE
Ashby, Ashley	Personal Care Assistant, TMS	11-18-2019
Colby, Sandi	Class Size Assistant, Freedom	11-20-2019
DeLapp, Lisa	Personal Care Assistant, Almor West	11-19-2019
Dischiavi, Andrea	Personal Care Assistant, Pioneer Park	12-03-2019
Grimes, Videllia	Class Size Assistant, Freedom	11-19-2019
Jump, Lexie	Class Size Assistant, Sullivan Village	11-14-2019
Murillo, Jamie	School Marshal, District	11-20-2019
Peters, Tropica	Class Size Assistant, Freedom	11-20-2019
Salazar, Celestina	Bus Monitor, Transportation	

The following changes are recommended:

NAME	ASSIGNMENT	START DATE
Kennedy, Kathy	From: 12 Month Secretary, Shoemaker	12-02-2019
	To: 12 Month Secretary, EHS	
Lutz, Kristie	From Title I Non-Certified Para, Eisenhower	11-19-2019
	To: Special Ed Class Assistant, Eisenhower	
Medina, Michael	From: School Marshall, District	11-20-2019
	To: Campus Police, District	
Sparks, Tiffany	From: School Marshall, District	11-20-2019
	To: Campus Police, District	

The following is recommended for leave of absence:

NAME	ASSIGNMENT	START DATE
Baldwin, Vickie	Bus Driver, Transportation	12-02-2019
Perez, Maria	Cafeteria Manager, CMS	11-18-2019

The following extra duty coaching positions are recommended for employment:

NAME	ASSIGNMENT	START DATE
Francisco, Timothy	Asst. Wrestling Coach, LHS	12-02-2019

The following employment is recommended for duration of need:

NAME	ASSIGNMENT	START DATE
Burris, Michael	Activity Driver, Transportation	12-02-2019

The following is recommended for termination:

NAME	ASSIGNMENT	START DATE
Ford, Paul	Custodian, Hugh Bish	12-05-2019