

## **AGENDA FOR BOARD OF EDUCATION REGULAR MEETING**

Bartlesville Public Schools

Bartlesville High School - Fine Arts Center Auditorium, 1700 Hillcrest Drive, Bartlesville, Oklahoma 74003

Monday, September 20, 2021 at 5:30 PM

### I. Call Meeting to Order

The Board can discuss, make motions, and vote on any matter appearing on the agenda. Such motions and votes may be to adopt, reject, table, reaffirm, rescind, or take no action on any agenda item.

### II. Flag Salute

### III. Spotlight

#### A. Recognize Morgan King, Charlie Olsen, and Tarun Vinodkumar as National Merit Semifinalists

#### B. Recognition of College Board Designated Scholars

College Board National Hispanic Recognition Program Scholar

- Mercedez Aldana

College Board National Indigenous Recognition Program Scholars

- Erin Cary
- Ragen Hodge
- Brandi Woods

College Board National Rural & Small Town Recognition Program Scholars

- Mercedez Aldana
- Erin Cary
- Ragen Hodge
- Brandi Woods

#### C. Recognize Kylee Greene for the Shannon Miller Awards presented to her by the Oklahoma USA Gymnastics Association

- D. Recognize Bartlesville High School Sophomore David Castillo for being selected for the 2021 USA Men's National Team and winning the gold medal at the 2021 FIBA Americas U16 Championship

#### IV. Public Comment

The Board of Education invites public comment at this point in the regular meeting ONLY for items on tonight's agenda. Please sign up on the form provided prior to the meeting. Please Keep Comments to Five Minutes. Board members and administrative staff will not respond to questions from the public at the Board meeting. The Board will not be able to vote on matters brought forward by the public during participation time if such matters are not specific agenda items (Board Policy BDC).

- Bartlesville Education Association Representative
- Bartlesville Education Classified Personnel Organization Representative

#### V. Superintendent's Report

- A. 2021 School Year Update
- B. Financial Report
- C. Upcoming Board of Education Meetings

- Regular Meeting - Monday, October 18, 2021; 5:30 p.m. FAC
- Special Meeting - October 19, 2021; 4:00 p.m. BHS Commons
- Special Meeting - October 20, 2021; 4:00 p.m. BHS Commons

#### VI. Consent Agenda

All the following items which concern reports and items of a routine nature normally approved at Board meetings will be approved by one vote unless any Board member desires to have a separate vote on any or all items. The Consent Agenda consists of the discussion, consideration, and vote on items A through L.

- A. Approval of Minutes as set out on Attachment "A"
- August 16, 2021 (Special Meeting)
    - B. Approval of Purchase Orders and Change Orders to date as set out on Attachment "B"

- C. Acceptance of Financial Reports for August 2020 as set out on Attachment "C"
- D. Approval of Personnel - Appointments, Resignations, Changes of Status - as set out on Attachment "D"
- E. Acceptance of Donations as set out on Attachment "E"
- F. Acceptance of Treasurer's Report as set out on Attachments "F"
- G. Acceptance of Activity Fund Report as set out on Attachment "G"
- H. Declaration of Items as Surplus as set out on Attachment "H"
- I. Approval of Lease Purchase Items as set out on Attachment "I"
- J. Approval of the Gifted and Talented Local Advisory Committee as set out on Attachment "J"
- K. Approval of Activity Fund Transfers as set out on Attachments "K"
- L. Approval of Sanctioning Applications as set out on Attachment "L"

VII. Action Topics

- A. Discussion and possible board action on the 2021-22 Estimate of Needs as set out on Attachment "A"
- B. Discussion, consideration, and vote to approve a construction management contract with Manhattan Construction Company for Projects approved in the 2021 Bond Issue Election as set out on Attachment "B"

VIII. Public Comment

The Board of Education invites public comment at this point in the regular meeting for items NOT on tonight's agenda. Please sign up on the form provided prior to the meeting. Please Keep Comments to Five Minutes. Board members and administrative staff will not respond to questions from the public at the Board meeting. The Board will not be able to vote on matters brought forward by the public during participation time if such matters are not specific agenda items (Board Policy BDC).

IX. New Business

Under this item, the Board can consider and vote on any business that could not have been foreseen or known about at the time the agenda was posted.

X. Adjournment

If you need an interpreter or special accommodations for this meeting, please contact Ms. Laci Harris at (918) 336-8600 x 3522 to make such arrangements.

Posted at 5:30 p.m., September 17, 2021, by Laci L. Harris, Minutes Clerk of the Board.



# 2021-22 School Year Update

BARTLESVILLE PUBLIC SCHOOLS

# Enrollment Update

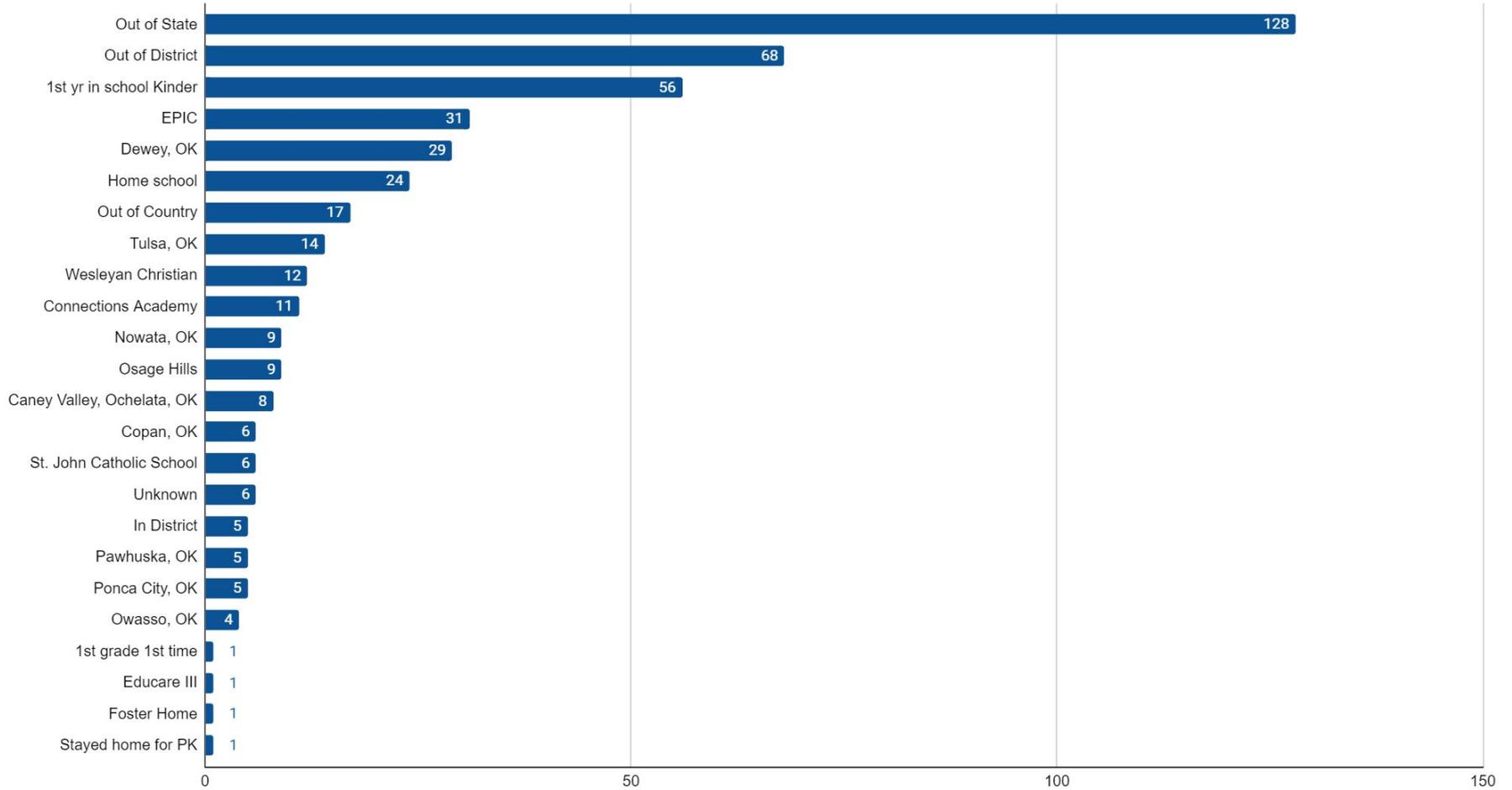


## 5-Year BPSD District Enrollment



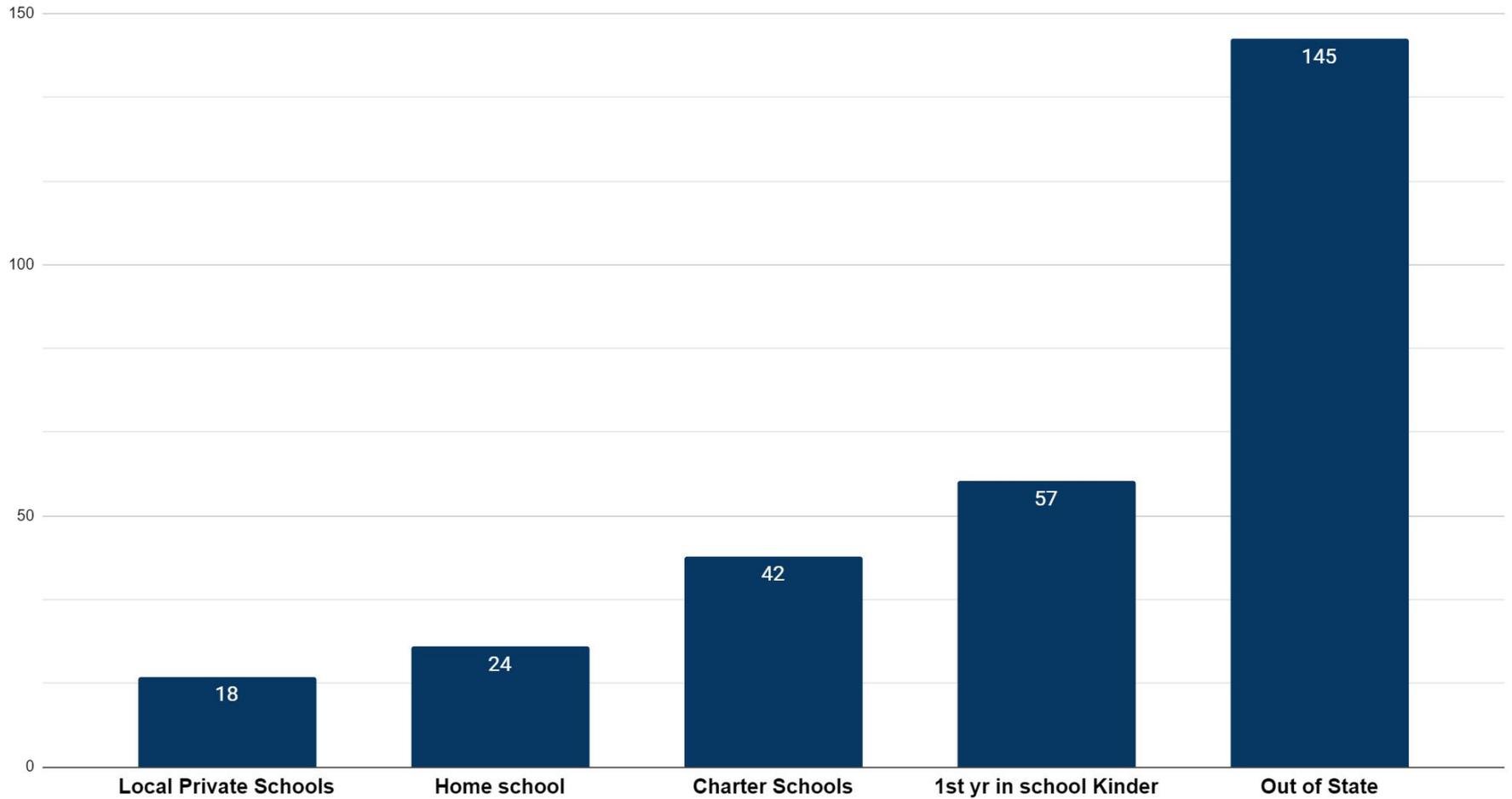
# New Students

## New Students By Entry Comment



# New Students

New Students



# Mask Mandate Situation

Judge Mai's [temporary injunction order](#) suspended [SB 658](#) provisions regarding mask mandates, but also required that students must be exempted for:

- Medical reasons
- Religious reasons
- Personal reasons

As of 9/17, [reportedly](#) 23 of the 520 public school districts had a mask mandate with opt-out, including 12 of the 25 largest in boldface at right

**12 of the 25 largest school districts reportedly have a mask mandate with personal opt out:**

1. **Oklahoma City**
2. **Tulsa**
3. **Edmond**
4. Moore
5. Broken Arrow
6. **Putnam City**
7. **Union**
8. Norman
9. **Lawton**
10. **Jenks**
11. Mustang
12. **Midwest City-Del City**
13. Owasso
14. **Yukon**
15. Enid
16. **Deer Creek**
17. Bixby
18. *Bartlesville*
19. Stillwater
20. Choctaw-Nicoma Park
21. Sand Springs
22. Muskogee
23. Piedmont
24. **Ponca City**
25. **Claremore**

# Pandemic Response Committee

Chaired by Granger Meador



**BPSD Alert Level is based on the average of the in-district and city cases**  
Scaled 7-Day Rolling Averages of Cases per 100,000



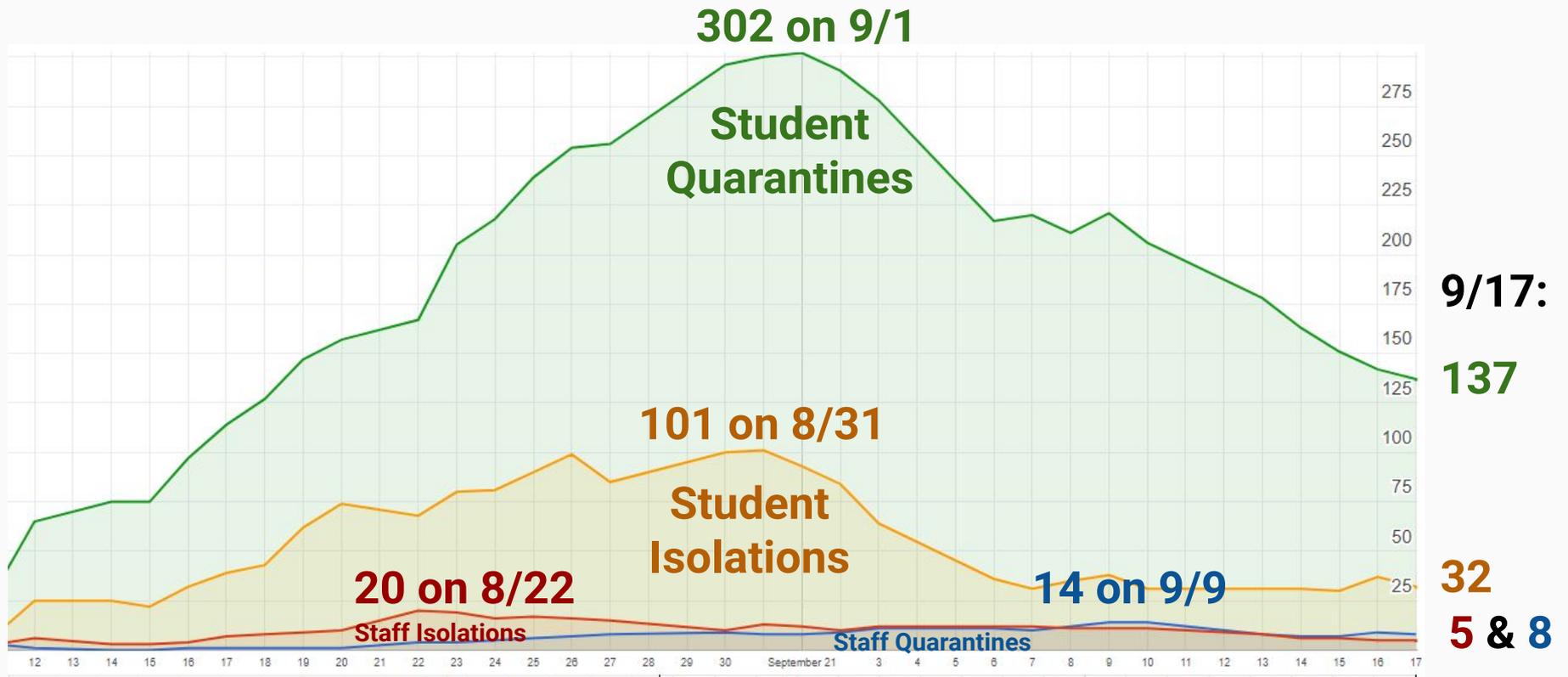
[BPSLEARN.COM](https://www.bpslearn.com) has [Cases & Hospitalizations](#) link; this is from the [Cases Chart](#)

# Pandemic Response Committee

Chaired by Granger Meador

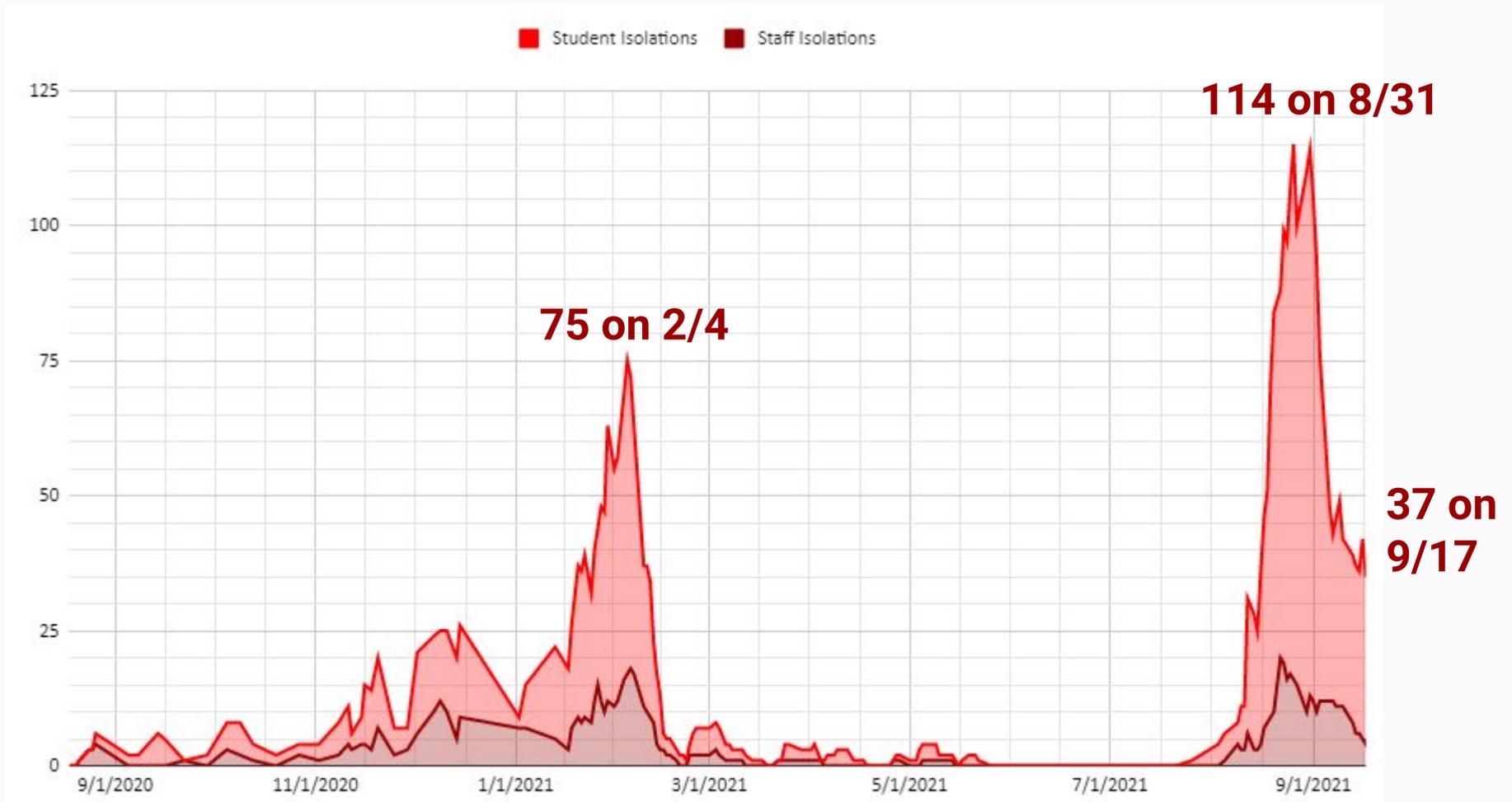


## Non-stacking chart of quarantines and isolations since Aug. 12





## Stacking chart of total isolations



# Pandemic Response Committee

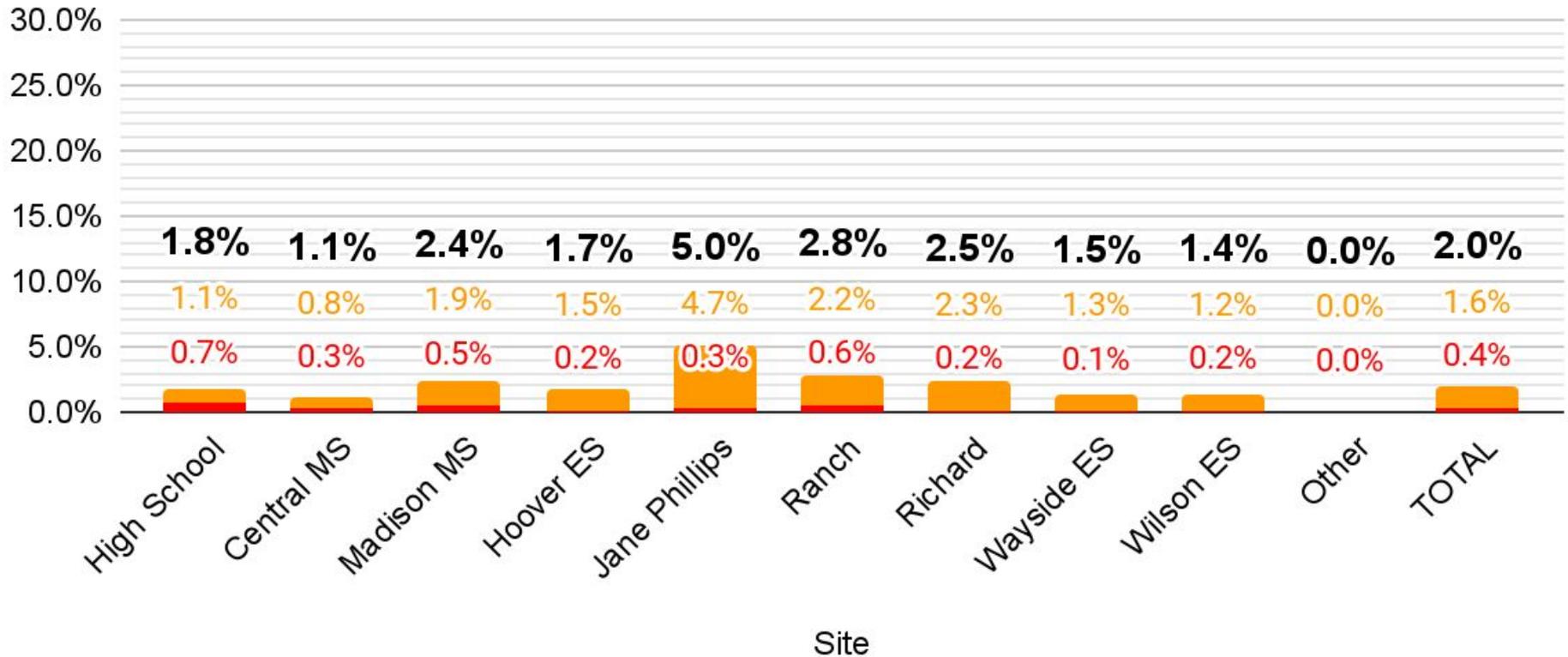
Chaired by Granger Meador



## Total Combined Staff & Student Isolations & Quarantines

Updated every 5 minutes

■ TOTAL Active Quarantines ■ TOTAL Active Isolations



# Pandemic Response Committee

*Chaired by Granger Meador*

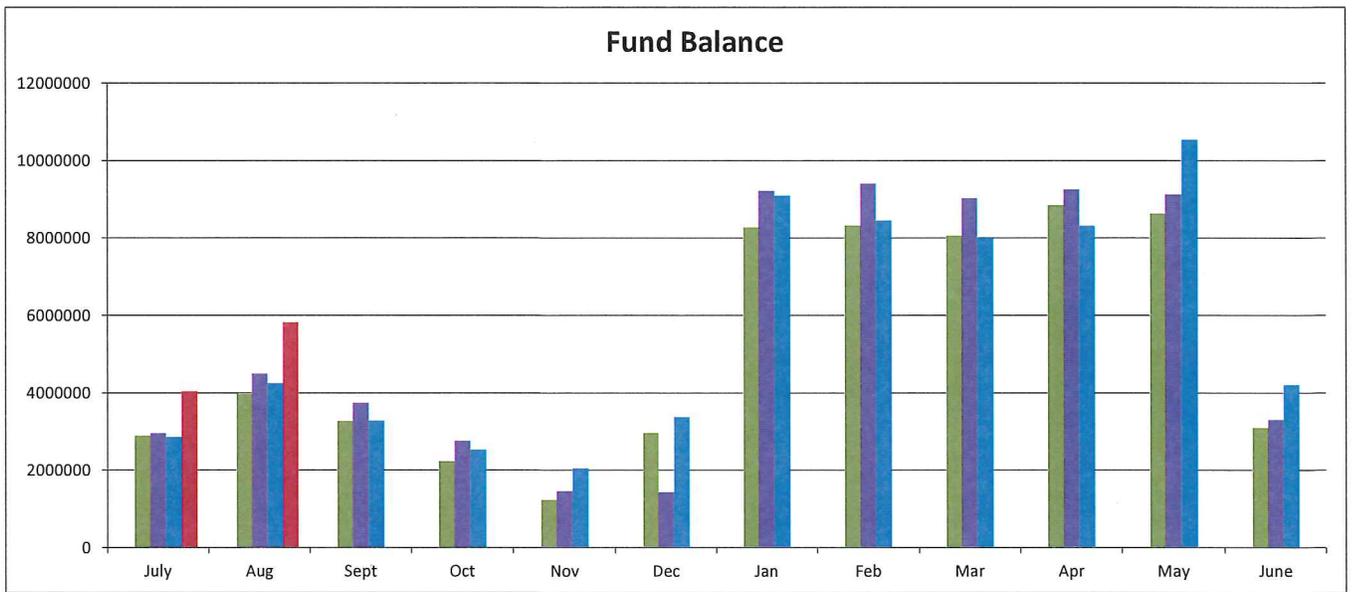


- 20 air purifiers deployed in September 2020 in music rooms across the district
- 24 more deployed in August 2021 in office reception areas, etc.
- 700 ship this week to equip every regular classroom, library, gymnasium, and cafeteria/commons (except Bruin Field House & BHS auditorium)
- 130 mini units this fall to cover remaining areas (conference rooms, locker rooms, office suites, etc.)
- 8 large units this fall for Bruin Field House and BHS auditorium



**Bartlesville Public Schools**  
**General Fund Cash Flow/Fund Balance Analysis**  
**Fiscal Years 2019-2022**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 19	2,890,607	3,976,395	3,277,405	2,234,762	1,231,621	2,965,714	8,275,893	8,317,878	8,061,282	8,848,145	8,627,565	3,093,101
FY 20	2,958,917	4,501,529	3,739,634	2,767,640	1,461,034	1,436,214	9,216,612	9,408,239	9,028,227	9,249,665	9,125,141	3,297,997
FY 21	2,866,022	4,253,890	3,280,533	2,531,505	2,047,304	3,375,303	9,092,868	8,455,975	8,009,283	8,310,849	10,538,119	4,200,803
FY 22	4,038,487	5,820,698										
FY22-FY21	1,172,465	1,566,808										



**Bartlesville Public Schools**  
**General Fund Cash Flow/Fund Balance Analysis**

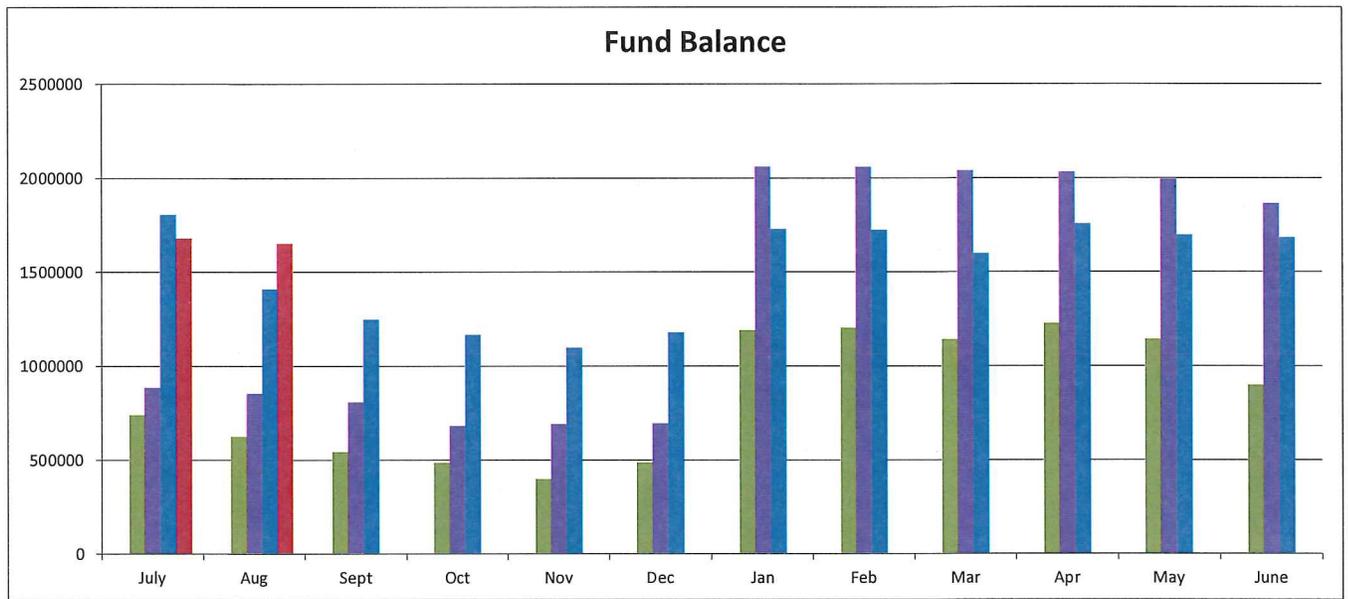
	<u>August</u>	<u>2021-22 Year to Date Total</u>	<u>Prior Year Year to Date Total</u>
Beginning balance	\$ 4,038,487	\$ 4,200,803	\$ 3,297,997
	<u>FY22-FY21</u>		
Local	39,585	90,268	147,793
County	28,894	60,062	39,526
State	2,798,569	3,120,479	2,663,635
Federal	596,766	1,650,435	723,385
Other sources	644	800	
	<u>3,464,458</u>	<u>4,922,044</u>	<u>3,574,339</u>
 Total cash available	 7,502,945	 9,122,847	 6,872,336
	<u>Requirements:</u>		
Salaries	597,041	1,016,517	818,813
Benefits	165,561	369,159	320,430
Professional services	15,086	71,170	29,798
Property services	429,867	456,737	423,916
Other purchased services	8,261	633,629	499,458
Supplies & materials	168,462	372,487	416,193
Property	274,821	344,737	88,945
Other uses	23,148	37,713	20,893
	<u>1,682,247</u>	<u>3,302,149</u>	<u>2,618,446</u>
 Ending balance	 <u>5,820,698</u>	 <u>5,820,698</u>	 <u>4,253,890</u>

Bartlesville Public Schools  
General Fund Revenue Detail

	2021-22	Jan	Feb	March	April	May	June	Total
1110 Ad valorem tax - current								
1121-1122 Ad valorem tax - prior								
1130 In lieu of tax	46,097.05	33,345.25						79,442.30
1190 Other taxes	0.01							0.01
1213-1214 Testing fees	402.51	515.00						917.51
1230-1290 Tuition								
1310 Interest on investments	1,100.87	1,143.91						2,244.78
1352 Interest on unapport. Tax	216.94	198.62						415.56
1410 Rent								
1440 Sale of equipment	300.00							300.00
1510 Insurance loss recoveries								
1530 Damage recovery								
1580 Activity trip reimb	2,337.60	953.38						3,290.98
1590 Miscellaneous reimb	228.09	428.73						656.82
1610 Donations		3,000.00						3,000.00
1680 Refunds								
1690 Miscellaneous								
2100 County-wide 4-mill	6,679.90	3,896.19						10,576.09
2200 Mortgage tax	24,487.64	24,998.22						49,485.86
2300 Resale Property								
3110 Gross production tax	2,124.86	3,845.76						5,970.62
3120 Motor vehicle tax	237,933.22	257,326.14						495,259.36
3130 Rural electric tax	3,740.74	4,898.64						8,639.38
3140 State school land earnings	72,229.71	38,844.85						111,074.56
3150 Vehicle tax stamps	1,110.07	1,879.91						2,989.98
3160 Farm implement tax stamps	425.30							425.30
3210 Foundation aid		1,658,731.19						1,658,731.19
3250 FBA		329,800.53						329,800.53
3310 Alternative education								
3412 NBCT Stipend								
3415 Reading Sufficiency								
3420 State textbooks		503,242.40						503,242.40
3430 Education matching								
3440 Drivers education								
3690 Other state	4,346.73							4,346.73
3811 Vocational programs								
3812 Vocational programs								
3892 Lottery Fund								
4140 Title VI	116,373.26							116,373.26
4162 Flood Control								
4210 Title I - Part A	431,327.16							431,327.16
4271 Title II	35,230.00							35,230.00
4281 Title III								
4310 IDEA B - Special Education	249,559.25							249,559.25
4340 Preschool								
4442 Title IV reimb								
4470 Title VI - Indian Education	16,704.44							16,704.44
4550 Johnson-O'Malley		29,989.00						29,989.00
4611 Title II - Adult Education	25,000.44							25,000.44
4689 Other federal	179,474.37	566,776.87						746,251.24
5150-5160 Activity trip reimb	116.61	611.41						728.02
5600 Correcting entries	39.00	33.00						72.00
	1,457,585.77	3,464,459.00						4,922,044.77

**Bartlesville Public Schools**  
**Building Fund Cash Flow/Fund Balance Analysis**  
**Fiscal Years 2019-2022**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 19	740,048	624,113	541,648	485,451	397,618	486,040	1,190,675	1,201,836	1,141,753	1,227,520	1,143,492	899,450
FY 20	885,140	853,862	808,023	680,579	691,925	694,312	2,060,540	2,058,167	2,040,158	2,033,537	1,994,515	1,865,430
FY 21	1,807,129	1,408,354	1,248,623	1,167,400	1,098,130	1,178,096	1,729,731	1,724,323	1,599,899	1,757,509	1,698,321	1,684,445
FY 22	1,679,068	1,650,738										
FY22-FY21	(128,061)	242,384										



**Bartlesville Public Schools**  
**Building Fund Cash Flow/Fund Balance Analysis**

	August	2021-22 Year to Date Total	Prior Year Year to Date Total
Beginning balance	\$ 1,679,068	\$ 1,684,445	\$ 1,865,431
 <u>Revenue:</u>			
Local	4,491	11,343	8,639
County		-	
State		61	9
Federal		-	
Other sources		-	
	<u>4,491</u>	<u>11,404</u>	<u>8,648</u>
 Total cash available	 1,683,559	 1,695,849	 1,874,079
 <u>Requirements:</u>			
Salaries			
Benefits			
Professional services	11,800	23,600	3,776
Property services	980	1,470	127,180
Other purchased services		-	
Supplies & materials		-	6,493
Property	20,041	20,041	328,276
Other uses		-	
	<u>32,821</u>	<u>45,111</u>	<u>465,725</u>
 Ending balance	 <u>1,650,738</u>	 <u>1,650,738</u>	 <u>1,408,354</u>

## **MINUTES OF THE BOARD OF EDUCATION SPECIAL MEETING - August 16, 2021**

The Board of Education of Independent School District No. 30 of Washington County, Bartlesville, Oklahoma met at the Bartlesville High School - Fine Arts Center Auditorium, 1700 Hillcrest Drive, Bartlesville, Oklahoma 74003 on Monday, August 16, 2021 at 5:54 PM.

**Absent:** Kevin Sitton, **Present:** Scott Bilger, Rick Boswell, Randy Herren, Suzy Keirse, Andrea Nightingale, Kinder Shamhart. Present: 6, Absent: 1.

### **I. Call Meeting to Order**

### **II. Flag Salute**

### **III. Spotlight**

#### **III.A. Recognize Bartlesville High School Seniors, Ragen Hodge & Matt Fries, for their contribution to the bond issue election**

Bartlesville High School Principal introduced Ragen Hodge and Matt Fries and thanked them for volunteering their time to help campaign the bond issue election on August 10.

### **IV. Public Comment**

Mr. Larry Murrey addressed the board regarding pandemic procedures with regard to SB 658.

### **V. Superintendent's Report**

#### **V.A. ESSER III Plans**

- Safe Return to Learn Plan
- Use of ARP ESSER III Funds Plan

Executive Director of Personnel and School Support Dr. Stephanie Curtis reviewed the plans.

#### **V.B. Back to School Update**

Superintendent McCauley reviewed the current enrollment numbers. Executive Director of Technology and Communications Granger Meador reviewed the current data from the Pandemic Response Committee.

#### **V.C. OSSBA Conference August 26-29, 2021**

#### **V.D. Financial Report**

Chief Financial Officer Preston Birk reviewed the Financial Report.

#### **V.E. Upcoming Board of Education Meetings**

- Regular Meeting - Monday, September 20, 2021; 5:30 p.m. Fine Arts Center
- Special Meeting - Site Updates in October, 2021

### **VI. Consent Agenda**

#### **VI.A. Approval of Minutes as set out on Attachment "A"**

- July 19, 2021 (Regular Meeting)

#### **VI.B. Approval of Purchase Orders and Change Orders to date as set out on Attachment "B"**

#### **VI.C. Acceptance of Financial Reports for July 2021 as set out on Attachment "C"**

#### **VI.D. Approval of Personnel - Appointments, Resignations, Changes of Status - as set out on Attachment "D"**

#### **VI.E. Acceptance of Donations as set out on Attachment "E"**

#### **VI.F. Acceptance of Treasurer's Report as set out on Attachments "F"**

#### **VI.G. Acceptance of Activity Fund Report as set out on Attachment "G"**

**VI.H. Declaration of Sanctioning Applications as set out on Attachment "H"**

**VI.I. Approval of Lease Purchase Items as set out on Attachment "I"**

**VI.J. Approval of new Policy DL- Accommodations for Lactating Employees (required by SB121) as set out on Attachment "J"**

**VI.K. Approve the 2021-2022 Negotiated Agreement with the Bartlesville Education Association as set out on Attachment "K"**

**VI.L. Approve the 2021-2022 Bartlesville Education Classified Personnel Organization Meet and Confer Items as set out in the Classified Manual on Attachment "L"**

**VI.M. Approval of Surplus Items on Attachment "M"**

**Order #1.2021 – Motion Passed** to approve Consent Agenda Items A through M. This motion, made by Rick Boswell and seconded by Andrea Nightingale, Passed. Kinder Shamhart: Yea, Suzy Keirse: Yea, Randy Herren: Yea, Andrea Nightingale: Yea, Rick Boswell: Yea, Scott Bilger: Yea. Yea: 6, Nay: 0

**VII. Action Topics**

**VII.A. Recommendation, consideration and vote to approve a resolution approving a lease purchase agreement pertaining to the acquisition and financing of school district facility improvements, acquiring school furniture, fixtures and equipment, and acquiring transportation equipment; approving an escrow and paying agent agreement; approving the forms of lease purchase agreement, ground lease agreement, tax regulatory agreement, continuing disclosure agreement, and official statement; approving other documents and certificates related thereto; and containing other provisions related thereto.**

Mr. Jon Wolf explained this begins the process of acquiring the funds from the bond issue which passed on August 10.

**Order #2.2021 – Motion Passed** to approve Action Topic A. This motion, made by Rick Boswell and seconded by Kinder Shamhart, Passed. Kinder Shamhart: Yea, Suzy Keirse: Yea, Randy Herren: Yea, Andrea Nightingale: Yea, Rick Boswell: Yea, Scott Bilger: Yea. Yea: 6, Nay: 0

**VIII. Public Comment**

There were no public comments.

**IX. New Business**

There was no new business.

**X. Adjournment**

There being no further business, the meeting adjourned at 6:22 p.m.

REGULAR MEETING            )  
STATE OF OKLAHOMA        )       SS  
COUNTY OF WASHINGTON    )

I, the undersigned Minutes Clerk of the Board of Education of Independent School District No. 30 of Washington County, Oklahoma, certify that notice of the time, date, and place of this special meeting was given at least 48 hours prior to this meeting to the County Clerk of Washington and was mailed or delivered to all of those who have made written requests and paid the request fee for notice of regular meetings.

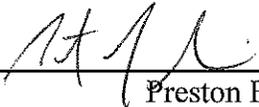
I also certify that at least 24 hours prior to this special meeting, excluding Saturdays, Sundays, and holidays, notice of the date, time, and place, and agenda of this meeting was posted on the school district’s website at bps-ok.org in compliance with the Oklahoma Open Meeting Act.

  
Minutes Clerk of the Board

**2021-2022 Fiscal Year**  
**Encumbrance Orders for Approval**  
**September 20, 2021**

The following list of Encumbrance Orders (Purchase Orders), totaling \$3,182,368.39 is submitted for consideration by the Bartlesville Board of Education for the date of August 12, 2021 through September 15, 2021 from the 2021-2022 Fiscal Year funds.

I, Preston Birk, hereby certify the amount of each encumbrance order has been entered against the designated appropriation accounts and all these encumbrance orders are within the authorized available balance of said appropriations for the 2021-2022 Fiscal

  
 \_\_\_\_\_  
 Preston Birk

RECOMMENDATION: That the Board of Education adopts a motion to approve Purchase Orders (as listed in the attached reports) in the amount of \$3,182,368.39.

Submitted to the Board of Education  
 September 20, 2021

**2021-2022 Fiscal Year**

	FUND	P.O. #'s	AMOUNT
11	General	506 - 663	\$ 2,559,708.44
21	Building	6 - 8	\$ 593,934.39
22	Child Nutrition Fund	30 - 40	\$ 9,580.80
31	2019 Bond - Projects	2	\$ 8,900.00
37	Combined Purpose Series 2013A	36 - 44	\$ 7,744.76
81	Gifts Fund	4	\$ 2,500.00
	<b>TOTAL</b>		<b>\$ 3,182,368.39</b>

**GRAND TOTAL:** **\$ 3,182,368.39**

# Bartlesville Public Schools

## Encumbrance Register

Year 2021-2022 Fund 11

### 11-General Fund (For Operation)

PO No	Date	Vendor	Description	Amount
506	08/12/2021	STAPLES CONTRACT & COMMERCIAL INC	GENL-COPY-EXTRA CURR-TECH -SPLYS-412/AG/BHS BLANKET PO FOR FFA CLASSROOM, OFFICE & CHAPTER SUPPLIES TO INCLUDE TONER, CONSUMABLE TECHNOLOGY AND FURNITURE ETC.	1,000.00
507	08/12/2021	AMERICAN FARM BUREAU FOUND FOR AG	BOOKS-412/AG/BHS (20) 2019 FOOD & FARM FACTS BOOK AND MAP SHIPPING	64.12
508	08/12/2021	SCHOOL SPECIALTY INC.	COPY-GENL-SPLYS-015/WAYSIDE MISC. CLASSROOM SUPPLIES AND PAPER	226.42
509	08/16/2021	STAPLES CONTRACT & COMMERCIAL INC	GENL-SPYLS-COMMICATION-SRVCS-019/TECH/ESC BLANKET PO FOR MISC. OFFICE SUPPLIES AND SHIPPING ETC.	300.00
510	08/16/2021	WAL-MART COMMUNITY	GNEL-COCURR-SPLYS-035/GATE/HOOVER BLANKET PO FOR MISC. MATERIALS AND SUPPLIES FOR GIFTED EDUCATION CLASSROOM USE & PUMPKINS FOR SCIENCE DAY ETC.	1,000.00
511	08/17/2021	VEX ROBOTICS, INC	COCURR-SPLYS-552/SS/ESC MISC. STEM SUPPLIES TO INCLUDE VEX KITS ETC. PER QUOTE 11867067  FOR JEREMY WILLIAMS SHIPPING	8,387.86
512	08/17/2021	SCHOOL SPECIALTY INC.	GENL-SPLYS-015/CENTRAL (15) LESSON PLAN BOOKS, # 1473705	52.80
513	08/17/2021	SCHOOL SPECIALTY INC.	VOID - WILL NOT BE USING	0.00
514	08/18/2021	EARNEST HEAT & AIR INC	HEATING & COOLING SYSTEM-795/FS/ESC ***EMERGENCY***  BLANKET PO TO PURCHASE: (1) HORIZONTAL WATER SOURCE HEAT PUMP - WAYSIDE (2) TRANE YSC120H4EMA 10 TON UNIT - HOOVER (2) WATER SOURCE HEAT PUMPS - RANCH HEIGHTS UPPER CLASSROOMS PER QUOTES DATED 08/18/2021	37,854.00
515	08/18/2021	JANET IRENE WADE	TRAVEL-054/SS/ESC BLANKET PO FOR MILEAGE REIMBURSEMENT FOR SY 2021-22 (LPN)	200.00
516	08/18/2021	LORI PATTERSON	REIMBURSEMENT-019/TECH/ESC REIMBURSEMENT FOR SHIPPING CHARGES PER RECEIPT	80.61
517	08/18/2021	WHITNEY J PITZER	TRAVEL-030/CURR/ESC BLANKET PO FOR IN-DISTRICT TRAVEL EXPENSES TO THE SITES	800.00
518	08/18/2021	MONICA A BRITT	TRAVEL-030/CURR/ESC BLANKET PO FOR IN-DISTRICT TRAVEL EXPENSES TO THE SITES	500.00
519	08/18/2021	CHERISA L NEILL	TRAVEL-030/CURR/ESC BLANKET PO FOR IN-DISTRICT TRAVEL EXPENSES TO THE SITES	500.00
520	08/18/2021	GREGORY A CARR	TRAVEL-030/CURR/ESC BLANKET PO FOR IN-DISTRICT TRAVEL EXPENSES TO THE SITES	1,000.00
521	08/18/2021	WILLIAM A CLAUSSEN	TRAVEL-030/CURR/ESC BLANKET PO FOR IN-DISTRICT TRAVEL EXPENSES TO THE SITES	1,500.00
522	08/18/2021	STEPHEN M CRAFT	TRAVEL-030/CURR/ESC BLANKET PO FOR IN-DISTRICT TRAVEL EXPENSES TO THE SITES	1,000.00

# Bartlesville Public Schools

## Encumbrance Register

Year 2021-2022 Fund 11

### 11-General Fund (For Operation)

PO No	Date	Vendor	Description	Amount
523	08/18/2021	SHANE M HOLMQUIST	TRAVEL-030/CURR/ESC BLANKET PO FOR IN-DISTRICT TRAVEL EXPENSES TO THE SITES	1,000.00
524	08/18/2021	RHONDA INGERSOL-CARR	TRAVEL-030/CURR/ESC BLANKET PO FOR IN-DISTRICT TRAVEL EXPENSES TO THE SITES	1,000.00
525	08/18/2021	MATTHEW TAYLOR HILDEBRAND	TRAVEL-030/CURR/ESC BLANKET PO FOR IN-DISTRICT TRAVEL EXPENSES TO THE SITES	1,000.00
526	08/18/2021	JONATHON C KNOPFEL	TRAVEL-030/CURR/ESC BLANKET PO FOR IN-DISTRICT TRAVEL EXPENSES TO THE SITES	1,500.00
527	08/18/2021	JANNA MATHESON	TRAVEL-030/CURR/ESC BLANKET PO FOR IN-DISTRICT TRAVEL EXPENSES TO THE SITES	500.00
528	08/18/2021	SARAH C STOGNER	TRAVEL-030/CURR/ESC BLANKET PO FOR IN-DISTRICT TRAVEL EXPENSES TO THE SITES	800.00
529	08/18/2021	TERRY M VILLINES	TRAVEL-030/CURR/ESC BLANKET PO FOR IN-DISTRICT TRAVEL EXPENSES TO THE SITES	1,500.00
530	08/18/2021	TAMARA L WALKER	TRAVEL-030/CURR/ESC BLANKET PO FOR IN-DISTRICT TRAVEL EXPENSES TO THE SITES	500.00
531	08/18/2021	ARVEST BANK CORPORATE VISA	EQUIP & VEHICLE-SRVCS-000/TRANS RENTAL OF TRUCK FOR BAND'S TRIP TO JENKS 08/20/2021	300.00
532	08/19/2021	RADIO COMMUNICATIONS SPECIALISTS IN	COMMUNICATION-SRVCS-552/SS/ESC (20) VHF, 5W, LCD, NEXEDGE/ANALOG PORTABLE RADIO PACKAGE COMPLETE LESS DISCOUNT 20%  PER QUOTE # 9072	6,304.00
533	08/19/2021	THE GRIFFIN PROMISE	REGISTRATION-054/SS/ESC REGISTRATION FOR ALANA MURPHY TO ATTEND 2022 EASTERN OKLAHOMA AUTISM CONFERENCE IN BROKEN ARROW, OK ON 2/26/2022	85.00
534	08/19/2021	PLANK ROAD PUBLISHING, INC	MAGAZINES-008/JANE PHILLIPS MUSIC K-8, VOL. 32 (2021-22) -SUBSCRIPTION RENEWAL - PRINT MAGAZINES W/CD'S, ITEM # MK8-SD32  SHIPPING	139.95
535	08/19/2021	SCHOOL SPECIALTY INC.	GENL-SPLYS-015/JANE PHILLIPS (3) TEACHER PLANNER, ITEM # 1596806 (2) BLUE FILE FOLDERS, ITEM # 1077896  per cart 1006402612	88.87
536	08/19/2021	ALEXIS LEE HAILEY	TRAVEL- 054/SS/ESC BLANKET PO FOR IN-DISTRICT MILEAGE FOR SY 2021-22	250.00
537	08/19/2021	LAKESHORE EQUIPMENT COMPANY DBA	FURN/FIX-515/JANE PHILLIPS (5) FLEX-SPACE BALANCE BALL SEAT, 17"  PER CART CODE BTS21 FLAT RATE SHIPPING	106.74
538	08/23/2021	ARVEST BANK CORPORATE VISA	TRAVEL-541/SS/ESC HOTEL RESERVATIONS FOR CHUCK MCCAULEY WHILE ATTENDING AASA NATIONAL CONFERENCE ON EDUCATION FEB. 16-20, 2022 IN NASHVILLE, TN  MEMBER ID 609049	1,500.00

# Bartlesville Public Schools

## Encumbrance Register

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### 11-General Fund (For Operation)

PO No	Date	Vendor	Description	Amount
539	08/23/2021	ARVEST BANK CORPORATE VISA	TRAVEL-561-OEJOM/MMS HOTEL EXPENSES FOR LESLIE DONNELL & LILLY TYNER TO ATTEND NJOM CONFERENCE IN ATLANTIC CITY, NJ SEPT. 25-29, 2021  (2) ROOMS (\$139.00 PER NIGHT) FOUR NIGHTS EACH ROOM	1,112.00
540	08/23/2021	ARVEST BANK CORPORATE VISA	GENL-SPLYS-015/BHS (6) BLUELINE EXECUTIVE JOURNAL (A10.82)- PRINCIPLES/ASSIST.  NOT AVAILABLE ANYWHERE SHIPPING	81.94
541	08/23/2021	JAMES W SHAW	COCURR-SPLYS-015/BHS (2,000) RED COMPOSTING WORM MIX  SHIPPING	75.50
542	08/23/2021	KARSTEN REX LONGHURST	PROFESSIONAL-EDUC-SRVCS-027/VM/BHS CLINICIAN FOR TENOR/BASS DAY SEPTEMBER 14, 2021  BHS-FAC	300.00
543	08/23/2021	ISD#30/TRANSPORTATION	TRAVEL-412/STEM/BHS BLANKET PO FOR MISC. TRANSPORTATION TO TSA COMPETITIONS	500.00
544	08/23/2021	SHAR PRODUCTS COMPANY	FURN/FIX-026/IM/BHS (2) DELUXE STUDIO CHAIRS (BASS STOOL)  PER ORDER NUMBER P1779883	340.10
545	08/23/2021	SCHOLASTIC, INC.	MAGAZINES-015/MADISON (30) SCHOLASTIC SCOPE MAGAZINE  SHIPPING	364.70
546	08/23/2021	SCHOOL MATE	COCUUR-SPLYS-015/KANE (25) KINDERGARTEN ADGENDA  SHIPPING	101.25
547	08/24/2021	SUPER DUPER PUBLICATIONS	TESTING SPLYS & MATERIALS-054/SS/ESC SPEECH TESTING MATERIALS TO INCLUDE: (1) FLUHARTY-2 PROFILE/EXAMINER FORMS (25), ITEM # TMF174 (2) OWLS-II LC/OE RECORD FORMS (25), ITEM TMF795  PER SHOPPING CART SHIPPING FREE	202.00
548	08/24/2021	PEARSON	TEST-SPLYS-MATERIALS-054/SS/ESC SPEECH TESTING MATERILAS TO INCLUDE: (1) GFTA-3 RECORD FORMS  TEST QUALIFIER - JASON LANGHAM  PER CART # 10000004974948 SHIPPING	57.50
549	08/24/2021	STAPLES CONTRACT & COMMERCIAL INC	COPY-SPLYS-412/MADISON MISC. TONER AS FOLLOWS: (2) HP 4050 BLACK TONER, # 791422 (1) MUTLI PACK HP 312A TONER, # 15416285, CF440AM	413.96
550	08/24/2021	AIRCRAFT OWNERS AND PILOTS ASSOC	REGISTRATION-541/SS/ESC	500.00

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### 11-General Fund (For Operation)

PO No	Date	Vendor	Description	Amount
			REGISTRATION FOR LADONNA CHANCELLOR AND ASHLEE HIGHTOWER TO ATTEND 2021 AOPA FOUNDATION HIGH SCHOOL AVIATION STEM SYMPOSIUM IN ORLANDO, FL NOVEMBER 14-16, 2021	
551	08/24/2021	SCHOOL SPECIALTY INC.	GENL-COCURR-SPLYS-015/HOOVER MISC. GENERAL SUPPLIES & MATERIALS INCLUDING MOSAIC TILE 1X1 PACK OF 400 PER CART 1011518870	72.81
552	08/24/2021	SCHOOL SPECIALTY INC.	GENL-SPLYS-015/JANE PHILLIPS MISC. CLASSRRROM SUPPLIES SUCH AS; ALUMINUM LETTER TRAYS, STAMP SET, STAMP PAD, SPEECH CHARTS, CLASSROOM MAILBOX ETC.  PER CART # 1011621854	131.72
553	08/24/2021	WAL-MART COMMUNITY	COPY-SPLYS-015/BHS BLANKET PO TO PURCHASE INK/TONER FOR PRINTER	120.00
554	08/25/2021	COOP'S DRIVES, MOTORS, AND CONTROLS	OTHER-BLDG-SRVCS-795/FS/ESC ***EMERGENCY***  (1) 10HP 208VAC VERTICAL BYPASS DRIVE (1) 7.5HP 208VAC VERTICAL BYPASS DRIVE (1) WEG, 25HP, 1800RPM, 60HZ COOLING TOWER MOTOR  PER QUOTES 21172-2 RANCH HEIGHTS, 21172-1 WILSON, & 21172 CENTRAL	9,872.34
555	08/25/2021	SOLUTION TREE, LLC	REGISTRATION-795/515/SS/ESC REGISTRATION TO ATTEND THE SUMMIT ON RTI AT WORK IN AUSTIN, TX FEBRUARY 15-17, 2022  PER LIST OF ATTENDEES	20,972.00
556	08/25/2021	VEX ROBOTICS, INC	COCURR-SPLYS-587/SS/ESC VEX ROBOTIC MATERIALS FOR CENTRAL MIDDLE SCHOOL  PER QUOTE # 11869412	14,696.14
557	08/25/2021	STAPLES CONTRACT & COMMERCIAL INC	GENL-SPLYS-015/HOOVER MISC. TWO POCKET SCHOOL FILE FOLDERS AS FOLLOWS: (2) RED ITEM # 578484 (2) YELLOW ITEM # 578544 (2) GREEN ITEM # 578488 (2) ELECTRIC BLUE ITEM # 578490  PER ORDER	40.56
558	08/25/2021	SCHOOL SPECIALTY INC.	COCURR-SPLYS-015/MADISON MISC. ART SUPPLIES INCLUDING PAINTS, GLUES, PAINT BRUSHES, MARKERS, PAPER, ETC.  PER QUOTE # Q-114164	673.57
559	08/25/2021	SCHOOL MATE	GENL-SPLYS-015/RANCH HEIGHTS (35) ELEMENTARY PLANNERS  PER QUOTE # PDQ08232173694  SHIPPING	141.75
560	08/25/2021	ARVEST BANK CORPORATE VISA	VOID - CONFERENCE NOW VIRTUAL	0.00

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### 11-General Fund (For Operation)

PO No	Date	Vendor	Description	Amount
561	08/25/2021	SCHOOL SPECIALTY INC.	GENL-SPLYS-412/MADISON MISC. GENERAL SUPPLIES FOR STEM TO INCLUDE: (25) TEXAS INST. TI-30XS, ITEM # 2002209 (1) NEOSCI POSTER, ITEM # 35-1051 (2) NEOSCI BACTERIAL SLIDES, ITEM # 70-4006 SHIPPING	527.94
562	08/26/2021	FUN AND FUNCTION, LLC	ADAPTIVE-SPLYS-054/SS/ESC CRASH MAT 5X 5 WITH NYLON COVER, ITEM VS5721 PER ORDER SUMMARY DATED 08/25/2021 SHIPPING	271.19
563	08/26/2021	CDW LLC	TECH-RLDT-SPLYS-019/TECH/ESC (500) GOOGLE WORKSTATION FOR EDUCATION PLUS PER QUOTE # 00140986	2,143.56
564	08/26/2021	BREAKOUT, INC	TECH-RLDT-SPLYS-412/AG/BHS BREAKOUT - FULL PALTFORM ACCESS EDU WEBSITE CURRENT SUNSCRIPTION ENDS JAN. 26, 2022	99.00
565	08/26/2021	ARVEST BANK CORPORATE VISA	TECH-RLDT-SPLYS-412/AG/BHS GLOWFORGE PREMIUM SUBSCRIPTION REFERENCE: 20210813-102239850	249.00
566	08/26/2021	SCHOOL SPECIALTY INC.	COPY-GENL-SPLYS-015/WAYSIDE MISC. CLASSROOM SUPPLIES AND PAPER SUPPLIES, ETC. PER CART 1011593459	882.93
567	08/26/2021	BIO COMPANY INC	GENL-COCURR-SPLYS-015/MADISON MISC. GENERAL & CO-CURRICULAR CLASSROOM SUPPLIES FOR LEOPARD FROG & EARTHWORM UNITS PER QUOTE NUMBER: 2108-24-2 SHIPPING	692.92
568	08/26/2021	ASHLEE R HIGHTOWER	VOID - CONFERENCE NOW VIRTUAL	0.00
569	08/26/2021	LADONNA M CHANCELLOR	VOID - CONFERENCE NOW VIRTUAL	0.00
570	08/26/2021	SPEARS WORLD TRAVEL SERVICE, INC	VOID - CONFERENCE NOW VIRTUAL	0.00
571	08/26/2021	PALEN MUSIC CENTER INC	NON-TECH-SRVCS-COCUR-SPLYS-026/IM/BHS BLANKET PO FOR MISC. REPAIRS, SUPPLIES & EQUIPMENT ETC. FOR ORCHESTRA	500.00
572	08/30/2021	ALANA F MURPHY	TRAVEL-054/SS/ESC MILEAGE REIMBURSEMENT TO BROKEN ARROW, OK TO ATTEND 2022 EASTERN OK AUTISM CONFERENCE ON 2/26/22	64.96
573	08/30/2021	PROJECT WISDOM INC	TECH-RLDT-SPLYS-552/SS/ESC K/12 SERIES PROJECT WISDOM ONLINE SCHOOLWIDE SUBSCRIPTION FOR KANE, WILSON, WAYSIDE, HOOVER, RANCH HEIGHTS, & JANE PHILLIPS ELEMENTARIES PER QUOTE # 2021-444	2,298.00
574	08/30/2021	HIGHWAY MAN SIGNS LLC	FURN/FIX-083/RANCH HEIGHTS	84.00

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### 11-General Fund (For Operation)

PO No	Date	Vendor	Description	Amount
			VARIOUS ROOM & TEACHER SIGNS FOR THE BUILDING WITH THE RANCH HEIGHTS LOGO	
			PER ESTIMATE # 7104	
575	08/30/2021	OK SECONDARY SCHOOLS ACTIVITY ASSOC	DUES & FEES-026/IM/BHS ENTRY FEE FOR OSSAA MARCHING BAND REGIONAL CONTEST NSU - TAHLEQUAH, OCT 27, 2021	150.00
576	08/30/2021	OKLAHOMA BANDMASTERS ASSOC	DUES & FEES-026/IM/BHS ENTRY FEE FOR OBA MARCHING BAND STATE CHAMPIONSHIPS BROKEN ARROW HIGH SCHOOL - OCT. 30, 2021	250.00
577	08/30/2021	BLUEAIR INC.	MACHINERY-795/FS/ESC ***EMERGENCY***  (700) BLUEAIR 605 UNITS AND (725) FILTERS FOR THE DISTRICT  PER QUOTE # 2279	331,085.75
578	08/30/2021	OK SECONDARY SCHOOLS ACTIVITY ASSOC	DUES & FEES-026/IM/BHS CONCERT ENTRY FEE BARTLESVILLE HIGH SCHOOL MARCH 10, 2022	200.00
579	08/30/2021	PALEN MUSIC CENTER INC	COCURR-SPLYS-026/IM/BHS BLANKET PO FOR MISC. CO-CURRICULAR SUPPLIES, INSTRUMENT & CLASSROOM SUPPLIES, ETC.  SHIPPING	625.00
580	08/30/2021	J.W. PEPPER & SONS, INC.	COCURR-SPLYS-026/IM/BHS BLANKET PO FOR MISC. CO-CURRICULAR SUPPLIES, INSTRUMENT & CLASSROOM SUPPLIES ETC.  SHIPPING	525.00
581	08/31/2021	STAPLES CONTRACT & COMMERCIAL INC	GENL-SPLYS-015/JANE PHILLIPS MISC. GENERAL SUPPLIES FOR CLASSROOMS SUCH AS PEN, PENCILS, STAPLES, PAPER, CONSUMABLE TECHNOLOGY, AND FURNITURE ETC.	1,000.00
582	08/31/2021	DIDAX	COCURR-SPLYS-511/SS/ESC (25) COMPREHENSION DETECTIVE, GR. 6-8, ITEM # 2-5222 (3) COMPREHENSION DETECTIVE, GR. 3-5, ITEM # 2-5221  PER ORDER FORM  SHIPPING	47.50
583	08/31/2021	BARNES & NOBLE BOOKSELLERS	BOOKS-511/SS/ESC MISC. BOOKS PER ORDER SUMMARY TO INCLUDE: (4) SHILOH (SHILOH QUARTET SERIES #1) (3) STOLEN CHILDREN (4) HOW TO STEAL A DOG (4) ABDUCTION! (3) SCHOOLED (BLUFORD HIGH SERIES #15) (3) AMONG THE IMPOSTERS (SHADOW CHILDREN SERIES #2) (4) DEFINE "NORMAL" (4) LION: A LOMG WAY HOME YOUNG READERS EDITION (6) UNWIND (UNWIND DYSTOLOGY SERIES #1)	320.53
584	08/31/2021	ISD#30/PRINTING	PRINTING & BINDING-561/OEJOM/MMS BLANKET PO FOR OPERATION EAGLE PRINTING AND PAPER & ENVELOPES	160.00
585	08/31/2021	INDEPENDENT SCHOOL DISTRICT NO 30	COMM-SRVCS-561/OEJOM/MMS BLANKET PO FOR POSTAGE FOR OPERATION EAGLE	500.00
586	08/31/2021	NEW HOPE INDIAN UNITED METHODIST	OTHER-RENTAL-SRVCS-561/OEJOM/MMS	1,200.00

# Bartlesville Public Schools

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### 11-General Fund (For Operation)

PO No	Date	Vendor	Description	Amount
			BLANKET PO FOR RENTAL OF CURTIS HALL FOR OPERATION EAGLE EVENTS AND CLASSES	
587	08/31/2021	WATTS DISTRIBUTING	RFSHMNTS/KITCHEN-SPLYS-561/OEJOM/MMS	1,100.00
			BLANKET PO FOR PAPER GOODS, GLOVES AND HYGIENE SAFETY PRODUCTS, FOOD ITEMS & KITCHEN PRODUCTS ETC.	
588	08/31/2021	MEADOWBROOKE GOURDS	EXTRACURR-SPLYS-561/OEJOM/MMS	1,800.00
			BLANKET PO FOR PURCHASE OF GOURDS & KITS FOR CULTURAL CLASSES	
589	08/31/2021	HALLMARK CARDS INC	COCURR-SPLYS-515/SS/ESC	12,593.00
			WRITING & MATH KITS PER QUOTATION DATED 08/31/2021	
590	08/31/2021	STAPLES CONTRACT & COMMERCIAL INC	COPY-SPLYS-412/MADISON	199.79
			MISC. INK/TONER CARTRIDGES AS FOLLOWS: (2) CF281A, BLACK CARTRIDGE FOR MP604 (1) BLACK CARTRIDGE CF380X FOR MFP M476DW	
591	08/31/2021	WAL-MART COMMUNITY	GENL-KTCHN-COCURR-SPLYS-015/BHS	300.00
			BLANKET PO FOR MISC. GENERAL OFFICE SUPPLIES, KITCHEN SUPPLIES & CO-CURRICULAR SUPPLIES ETC.	
592	08/31/2021	ARVEST BANK CORPORATE VISA	TRAVEL-541/515/SS/ESC	25,500.00
			HOTEL EXPENSES FOR TEACHERS AND ADMINISTRATORS WHILE ATTENDING SUMMIT ON RTI AT WORK IN AUSTIN, TX FEBRUARY 14-17, 2022	
			TOTAL ROOMS (28) - PER LIST OF ATTENDEES: (28) ROOMS X (3) NIGHTS, FEB. 14, 15 & 16, 2022 BASE RATE OF \$259.00 PER NIGHT PLUS TAXES	
593	08/31/2021	FLINN SCIENTIFIC INC	TECH-RLDT-SPLYS-412/MADISON	3,925.00
			(1) WHITEBOX COMPLETE STEM SYSTEM, CATALOG # WL1010  PER QUOTE # 241879	
594	09/01/2021	DEMCO, INC.	GENL-SPLYS-015/HOOVER	74.12
			(3) CLEAR HEAVY DUTY NON-GLARE LBL PROJECTOR, 1 1/2" X 3 1/4". 200/BOX  PER CART id: 2263467  SHIPPING	
595	09/01/2021	WAL-MART COMMUNITY	FURN/FIX-GENL-COCURR-SPLYS-027/VM/BHS	500.00
			BLANKET PO FOR MISC. CLASSROOM SUPPLIES, STORAGE & CURRICULUM NEEDS ETC.	
596	09/01/2021	NORTHEASTERN OKLAHOMA CHORAL	DUES & FEES-027/VM/BHS	90.00
			(3) DIRECTOR'S FEES FOR NORTHEAST CHORAL DIRECTORS ASSOCIATION FOR SY 21-22  FEES FOR EACH SCHOOL MUST BE APID FOR EACH SCHOOL REGISTRATION OF STUDENTS AUDITION FOR NCDA DISTRICT HONORS: CHOIR BHS CMS	
597	09/01/2021	ANDREA NIGHTINGALE	TRAVEL-000/SUPT/ESC	500.00
			BLANKET FOR OUT-OF-DISTRICT TRAVEL FOR SY 2021-2022 BOARD MEMBER	
598	09/01/2021	KEVIN SITTON	TRAVEL-000/SUPT/ESC	500.00
			BLANKET PO FOR OUT-OF-DISTRICT TRAVEL FOR SY 2021-2022 BOARD MEMBER	

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### 11-General Fund (For Operation)

PO No	Date	Vendor	Description	Amount
599	09/01/2021	SCOTT BILGER	TRAVEL-000/SUPT/ESC BLANKET PO FOR OUT-OF-DISTRICT TRAVEL FOR SY 2021-2022 BOARD MEMBER	500.00
600	09/01/2021	RICK ALAN BOSWELL	TRAVEL-000/SUPT/ESC BLANKET PO FOR OUT-OF DISTRICT TRAVEL FOR SY 2021-2022 BOARD MEMBER	500.00
601	09/01/2021	RANDY HERREN	TRAVEL-000/SUPT/ESC BLANKET PO FOR OUT-OF-DISTRICT TRAVEL FOR SY 2021-2022 BOARD MEMBER	500.00
602	09/01/2021	KINDER D SHAMHART	TRAVEL-000/SUPT/ESC BLANKET PO FOR OUT-OF DISTRICT TRAVEL FOR SY 2021-2022 BOARD MEMBER	500.00
603	09/01/2021	SUZANNE KEIRSEY	TRAVEL-000/SUPT/ESC BLANKET PO FOR OUT-OF-DISTRICT TRAVEL FOR SY 2021-2022 BOARD MEMEBER	500.00
604	09/01/2021	CHARLES R MCCAULEY	TRAVEL-000/SUPT/ESC BLANKET PO FOR OUT-OF-DISTRICT TRAVEL FOR SY 2021-2022	500.00
605	09/01/2021	BROWN PLBG LLC	PLUMBING-SRVCS-795/SS/ESC ***EMERGENCY***  PURCHASE & INSTALL (4) WATER FOUNTAINS AT ELEMENTARIES (RH, HOOVER, WAYSIDE) AND HIGH SCHOOL  PER PROPOSAL DATED AUGUST 30, 2021	3,200.00
606	09/01/2021	BUILDING AUTOMATION COMPANY INC	HEATING & COOLING SYSTEM-795/FS/ESC ***EMERGENCY***  INSTALL NEW PARTS FOR HVAC UNITS ACROSS THE DISTRICT  PER PROPOSAL DATED 08/31/21	24,581.65
607	09/01/2021	VEX ROBOTICS, INC	COCURR-SPLYS-412/MADISON MISC. CO-CURRICULAR SUPPLIES TO INCLUDE: (4) STEEL C-CHANNEL 4 PACK 1X5X1X25, SKU 275-1138 (3) ADVANCE MECHANICS AND MOTION KIT, SKU 276-2045 (4) LINEAR MOTION KIT V2, SKU 276-6465 (3) LINEAR MOTION ADDITIONAL TRUCK KIT, SKU 276-4489 (10) 5X15 STEEL PLATE, SKU 275-2023 (10) 5X25 STEEL PLATE 4 PACK, SKU 275-1140  PER QUOTE # 11868847 SHIPPING	560.35
608	09/02/2021	ARVEST BANK CORPORATE VISA	EQUIP & VEHICLE-SRVCS-000/FS/ESC RENTAL OF TRUCK FOR BAND TRIPS TO AWAY FOOTBALL GAMES	1,000.00
609	09/02/2021	SOURCENEXT INC	ADAPTIVE-SPLYS-795/SS/ESC (24) POCKETALK CLASSIC TWO WAY TRANSLATORS AND CASES TRANSLATORS \$90.00 EACH AND CASES \$12.00 EACH  PER QUOTE 20210831.4	2,448.00
610	09/02/2021	BARNES & NOBLE BOOKSELLERS	BOOKS-795/SS/ESC BOOKS IN SPANISH FOR ELL STUDENTS  PER QUOTE # 1332433	293.96
611	09/02/2021	LAKESHORE EQUIPMENT COMPANY DBA	COCURR-SPLYS-795/SS/ESC	1,200.93

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### 11-General Fund (For Operation)

PO No	Date	Vendor	Description	Amount
			(6) ELL WRITING CENTER AND (6) ACTIVITY CARDS	
			PER CART	
			SHIPPING	
612	09/02/2021	COREY D HUGO	MACHINERY-795/FS/ESC INCREASED PO \$1,006.40 09/09/2021 PER EM	106,672.00
			***EMERGENCY***	
			(138) UVCAIR LUX AIR PURIFICATION UNITS	
			PER QUOTE: LUX AIR PURIFICATION UNITS (2)	
613	09/02/2021	NAVIANCE INC	INSTRUCT-PROG-IMPROV-SRVCS-587/SS/ESC NAVIANCE COUNSELING AND TRAINING HOURS FOR HIGH SCHOOL COUNSELORS	3,750.00
			PER QUOTE Q424085	
614	09/02/2021	SPEARS WORLD TRAVEL SERVICE, INC	TRAVEL-561/OEJOM/MMS (3) AIRPLANE TICKETS & CAR RENTAL FOR LILLY TYNER, LESLIE DONNELL & DOUGLAS DONNELL TO ATTEND NJOM CONFERENCE IN ATLANTIC CITY, NJ SEPTEMBER 25-29, 2021	2,075.00
			RENTAL CAR \$500.00	
615	09/02/2021	OPERATION EAGLE INDIAN	TRAVEL-561/OEJOM/MMS REIMBURSEMENT FOR BAGS FOR LILLY TYNER, LESLIE DONNELL, AND DOUGLAS DONNELL WHILE ATTENDING NJOM CONFERENCE IN ATLANTIC CITY, NJ SEPTEMBER 25-29, 2021	420.00
			ROUND TRIP FOR BAGS	
616	09/02/2021	DOUGLAS ALLEN DONNELL	TRAVEL-561/OEJOM/MMS REIMBURSEMENT FOR MEALS FOR DOUGLAS DONELL TO ATTEND THE NJOM CONFERENCE IN ATLANTIC CITY, NJ SEPTEMBER 25-29, 2021 (2) DAYS MEALS TRAVELING (3) DAYS MEALS NON-TRAVELING DAYS	235.50
617	09/02/2021	STEVA HOUSE	INSTRUCT-SRVCS-561/OEJOM/MMS BLANKET PO FOR PRESENTER FOR CULTURAL FOODS FOR OPERATION EAGLE CLASSES AND EVENTS	1,200.00
618	09/02/2021	MATTHEW S KEAH-TIGH	INSTRUCT-SRVCS-561/OEJOM/MMS BLANKET PO FOR PRESENTER CULTURAL FOODS AND HISTORY SPEAKER FOR OPERATION EAGLE CLASSES AND EVENTS	900.00
619	09/03/2021	EARNEST HEAT & AIR INC	HEATING & COOLING SYSTEM-795/FS/ESC ***EMERGENCY***	14,128.00
			(10 TON) TRANE YSC120H4EMA UNIT FOR HOOVER LIBRARY	
620	09/07/2021	SODEXO OPERATIONS, LLC	OTHER-BLDG-SRVCS-018/FS/ESC BLANKET PO FOR SODEXO CONTRACT FOR CUSTODIAL, MAINTENANCE AND LAWN CARE (9) MONTHLY PAYMENTS	1,729,927.45
621	09/07/2021	REALLY GREAT READING COMPANY, LLC	BOOKS-515/SS/ESC HD WORD CLASSROOM SETUP WITH VIRTUAL COMPONENTS - FOUADATION (2-5) PER QUOTE # 17557	9,563.40

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### 11-General Fund (For Operation)

PO No	Date	Vendor	Description	Amount
			SHIPPING	
622	09/07/2021	ABECEDARIAN ABC, LLC	GENL-SPLYS-015/WAYSIDE MISC. LETTERS PER CART DATED 08/05/2021	106.50
			SHIPPING	
623	09/07/2021	LAKESHORE EQUIPMENT COMPANY DBA	GENL-SPLYS-015/WAYSIDE MISC. GENERAL CLASSROOM MATERIALS  LESS 5% DISCOUNT \$25.43  PER CART	483.15
624	09/07/2021	TECHNOLOGY STUDENT ASSOCIATION	DUES & FEES-412/CENTRAL BLUE CAP MEMBERSHIP FOR TSA STUDENTS STATE DUES TSA ADVISOR DUES: LAURA WILLIAMS DARIN MESSERLI	470.00
625	09/07/2021	REALLY GREAT READING COMPANY, LLC	TECH-RLTD-SPLYS-515/SS/ESC ADD ON SUBSCRIPTIONS FOR BLAST READING PLAYGROUND & HD WORD READING PLAYGROUND  PER QUOTE 17557_RP	618.00
626	09/08/2021	LOCKE SUPPLY	PLUMBING-SYSTEM-795/FS/ESC (4) REPLACEMENT WATER FOUNTAINS  PER ORDER # 44290700-00	4,780.00
627	09/08/2021	UPS STORE, THE	COMMUNICATION-SRVCS-019/TECH/ESC BLANKET PO FOR SHIPPING/POSTAGE CHARGES	200.00
628	09/08/2021	LORI PATTERSON	REIMBURSEMENT-019/TECH/ESC REIMBURSEMENT FOR SHIPPING CHARGES PER RECEIPT	24.34
629	09/08/2021	ROBOTLAB INC.	TECH-RLDT-SPLYS-515/SS/ESC TEACHER AND STUDENT LICENSE AND DEVICE CART FOR ROBOTLAB VR EXPEDITIONS V2  PER QUOTE 00016717	5,742.00
			SHIPPING	
630	09/08/2021	ARVEST BANK CORPORATE VISA	COPY-SPLYS-015/CENTRAL (1) LEXMARK INK CARTRIDGE NO.23 FOR LEXMARK PRINTER X4530  SHIPPING	25.98
631	09/08/2021	STAPLES CONTRACT & COMMERCIAL INC	COPY-SPLYS-015/BHS TONER FOR PRINTER AS FOLLOWS: (1) HP 130A CYAN STANDARD YIELD (1) HP130A BLACK STANDARD YIELD (1) HP 130A MAGENTA STANDARD YIELD	148.88
632	09/08/2021	SCHOOL SPECIALTY INC.	GENL-SPLYS-015/WAYSIDE MISC. CLASSRRROM SUPLLIIES AND PAPER  PER CART 1011902723	56.69
633	09/08/2021	SCHOOL SPECIALTY INC.	GENL-SPLYS-FURN/FIX-088/WAYSIDE SPECIAL ED CLASSROOM FURNITURE AND SUPPLIES  PER CART 1011593459	674.86
634	09/08/2021	LOWE'S COMPANIES, INC.	GENL-SPYLS-FURN/FIX-032/AG/BHS	1,500.00

# Bartlesville Public Schools

## Encumbrance Register

Year 2021-2022 Fund 11

### 11-General Fund (For Operation)

PO No	Date	Vendor	Description	Amount
			BLANKET PO FOR MISC. FFA SUPPLIES TO INCLUDE LABRATORY, OFFICE AND CHAPTER SUPPLIES ETC	
635	09/08/2021	STAPLES CONTRACT & COMMERCIAL INC	GENL-SPLYS-054/SS/ESC MISC. BINDERS AND LABELS PER CART	221.66
636	09/08/2021	OSSBA, INC.	REGISTRATION-000/SS/ESC REGISTRATION FOR STEPHANIE CURTIS TO ATTEND VIRTUAL TITLE IX ATHLETICS CONFERENCE ON 9/22/2021	100.00
637	09/09/2021	ARVEST BANK CORPORATE VISA	TRAVEL-561/OEJOM/MMS RENTAL CAR FOR LESLIE DONELL, LILLY TYNER AND DOUG DONELL TO ATTEND THE NJOM CONFERENCE IN ATLANTIC CITY, NJ SEPT. 25-29, 2021	850.00
638	09/09/2021	BARNES & NOBLE BOOKSELLERS	BOOKS-015/BHS BOOKS PER QUOTE # 1334192	108.72
639	09/09/2021	PITSCO/SYNERGISTIC SYSTEMS	COCURR-SPLYS-015/BHS (3) ECONOMY ROCKET PACKS W/ENGINES  PER QUOTE SJG73209-1	780.00
640	09/09/2021	PALEN MUSIC CENTER INC	COCURR-SPLYS-026/IM/CMS MISC. CO-CURRICULAR SUPPLIESAS FOLLOWS: (1 )GLOCK/BELL CART (1) SNAR DRUM STAND (1) CYMBAL STAND (3) # 3 CLARINET 10/BOX REEDS (2) # 3 BASS CLARIENT 10/BOX REEDS (6) CASS VALVE OIL (3) SLIDE GREASE (8) ROTOR OIL  SHIPPING	866.09
641	09/09/2021	FISHER SCIENCE EDUCATION	COCURR-SPLYS-015/BHS (8) DELUXE VAN DE GRAAFF GENERATOR REPLACEMENT BELT  PER QUOTE NBR 1251-6047-59  SHIPPING	102.48
642	09/09/2021	SCHOOL SPECIALTY INC.	COCURR-SPLYS-015/BHS (6) ZINC PIECES 1 CM SQUARE PACK  PER QUOTE Q-118552  SHIPPING	75.46
643	09/09/2021	PLANK ROAD PUBLISHING, INC	MAGAZINES-008/RANCH HEIGHTS PRINT MAGAZINES & DOWNLOADABLE AUDIO FILES FOR MUSIC K-8 SUBSCRIPTION, MK8-SA  SHIPPING	122.45
644	09/09/2021	BRACKER'S GOOD EARTH CLAYS INC	COCURR-SPLYS-015/MADISON (20) EARTHENWARE WHITE MOIST CLAY LESS QTY PRICE DISCOUNT PER BOX (-\$4.00 X 20) \$80.00  PER QUOTE #8949	405.00
645	09/10/2021	FLINN SCIENTIFIC INC	COCURR-SPLYS-412/AG/BHS	308.70

# Bartlesville Public Schools

## Encumbrance Register

Year 2021-2022 Fund 11

### 11-General Fund (For Operation)

PO No	Date	Vendor	Description	Amount
			CO-CURRICULAR SUPPLIES FOR AG PROGRAM AS FOLLOWS: BENCHTOP WATER DISTILLER	
			PER QUOTE 244716	
646	09/10/2021	CARASOFT TECHNOLOGY CORP	TECH-RLDT-SPLYS-054/SS/ESC SMS DELIVERY - US/CAN DOCUSIGN - APT-0656	210.55
			PER QUOTE # 31113236 START DATE 09/13/2021 THROUGH 06/30/2022	
647	09/13/2021	WARDS SCIENCE	COCURR-SPLYS-412/AG/BHS MISC. CO-CURRICULAR SUPPLIES FOR AG PROGRAM TO INCLUDE: RECTANGLE SUPPORTS, CAST IRON SUPPORTS. WOOD TEST TUBE RACK, BURET CLAMPS, ETC.	7,103.52
			PER QUOTE # 8031660561	
648	09/13/2021	LAB-AIDS, INC.	COCURR-SPLYS-412/AG/BHS MISC. CO-CURRICULAR SUPPLIES TO INCLUDE: LAB-AIDS MATERIAL SET: CASE AFNR (AGRICULTURE FOOD & NATURAL RESOURCES), FOOD CLORING SOLUTION, CHEESECLOTH ETC.	5,414.35
			PER QUOTE # 90006703 SHIPPING	
649	09/13/2021	STAPLES CONTRACT & COMMERCIAL INC	GENL-COPY-SPLYS-015/BHS BLANKET PO FOR MISC. OFFICE SUPPLIES, CALCULATORS AND TONER ETC.	1,000.00
650	09/13/2021	SCHOOL SPECIALTY INC.	GENL-SPLYS-015/HOOVER MISC. GENERAL SUPPLIES AS FOLLOWS: (1) CRAYOLA WASHABLE PAINT, GALLON RED, ITEM # 008283 (1) CRAYOLA WASHABLE PAINT, GALLON GREEN, ITEM # 008271 (1) CRAYOLA WASHABLE PAINT, GALLON BLACK, ITEM # 008262 (1) CRAYOLA WASHABLE PAINT, GALLON ORANGE, ITEM # 008277	75.36
			PER CART # 1011953413	
651	09/13/2021	THE NATIONAL ASSOCIATION FOR	DUES & FEES-027/VM/BHS NAFME MEMBERSHIP RENEWAL SY 2021-2022	134.00
652	09/13/2021	DICK BLICK	COCURR-SPLYS-015/BHS BLANKET PO FOR MISC. ART SUPPLIES INCLUDING PAPIINTS PAPER, PALLETS, ETC.	603.89
			PER QUOTE # QBP9288-64	
653	09/13/2021	WHEELER METALS, INC.	COCURR-SPLYS-412/AG/BHS BLANKET PO FOR MISC. CO-CURRICULAR SHOP SUPPLIES & METAL ETC. FOR AGRICULTURAL	2,000.00
654	09/13/2021	VERNIER SOFTWARE & TECHNOLOGY LLC	TECH-RLDT-COCURR-SPLYS-587/SS/ESC MISC. CO-CURRICULAR & GRAPH ANALYSIS PRO K-12 SCHOOL SUBSCRIPTION FOR THE AG PROGRAM PER QUOTE 1080392-000	14,749.37
			SHIPPING	
655	09/14/2021	CITY OF BARTLESVILLE	SECURITY-SRVCS-000//HR/ESC BLANKET PO FOR SCHOOL RESOURCE OFFICER FOR BARTLESVILLE HIGH SCHOOL SY 2021-2022	40,000.00
656	09/14/2021	PITSCO/SYNERGISTIC SYSTEMS	COURR-GENL-SPLYS-412/CENTRAL	597.30

# Bartlesville Public Schools

## Encumbrance Register

Year 2021-2022 Fund 11

### 11-General Fund (For Operation)

PO No	Date	Vendor	Description	Amount
			MISC. CO-CURRICULAR SUPPLIES AS FOLLOWS: (35) X 3000 SAFETY GLASSES, ITEM W34190 (3) HOT MELT GLUE SLUGS, ITEM W51740 (20) OVAL GLUE SLUGS, ITEM W52061 (10) CORDLESS/CORDED DUAL TEMP GLUE GUN, ITEM W45644  SHIPPING	
657	09/14/2021	TECHNOLOGY STUDENT ASSOCIATION	DUES & FEES-412/MADISON (1) NATIONAL TSA CURRICULUM MEMBERSHIP SY 2021-22 (2) NATIONAL CHAPTER ADVISOR FEES (1) OKLAHOMA STATE TSA CURRICULUM MATERIALS	470.00
658	09/14/2021	B-5 ENTERPRISES LLC MONTE WOMACK MG	COURR-GENL-SPLYS-412/AG/BHS BLANKET PO TO PURCHASE MISC. LIVESTOCK SUPPLIES ETC. SUCH AS: BOTTOM MAT FOR CATTLE CHUTE, ADHESIVE, CLIPPER OIL, BRUSH, GOAT SOCK AND PAINT	500.00
659	09/14/2021	LAKESHORE EQUIPMENT COMPANY DBA	VOID - REPLACED BY PO 112022-660	0.00
660	09/15/2021	LAKESHORE EQUIPMENT COMPANY DBA	FURN/FIX-515/SS/ESC MISC. FLEX SEATING, TABLES, CHAIRS AND NUMBERS AND LETTERS ACTIVITY CARPET PER ORDER FORM  SHIPPING	48,979.65
661	09/15/2021	STAPLES CONTRACT & COMMERCIAL INC	COPY-SPLYS-015/BHS MISC. INK CARTRIDGES FOR PRINTER AS FOLLOWS: (1) HP 65XL TRI-COLOR HIGH YIELD, ITEM # 1990400 (1) HP 65XL BLACK HIGH YIELD, ITEM # 1990396	66.78
662	09/15/2021	PROJECT LEAD THE WAY, INC	COCURR-SPLYS-412/BHS BLANKET PO FOR MISC. ENGINEERING ESSENTIALS ETC. PER CART # 1631368671339	895.75
663	09/15/2021	TREASURE BAY, INC.	BOOKS-572/SS/ESC MISC. BOOKS FOR PARENTAL INVOLVMENT. ENGLISH/SPANISH BOOKS LESS DISCOUNT \$-20.97  PER CART DATED 09/15/2021  SHIPPING	211.32

**Report Total: \$2,559,708.44**

**Bartlesville Public Schools  
Encumbrance Register**

Year 2021-2022 Fund 21

**21-Building Fund**

<b>PO No</b>	<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
6	08/12/2021	LOWE'S COMPANIES, INC.	FURN/FIX-018/FS/ESC (3) PORTABLE AIR CONDITIONERS FOR BUILDINGS	1,238.55
7	08/24/2021	REDBUD COMMERCIAL FLOORING	OTHER-BUILDINGS-018/FS/ESC EXTRA CARPETING FOR OFFICE AT HS	1,329.00
8	09/07/2021	SODEXO OPERATIONS, LLC	OTHER-BUILDINGS-SRVCS- 018/FS/ESC BLANKET PO FOR SODEXO CONTRACT FOR CUSTODIAL, MAINTENANCE AND LAWN CARE (12) MONTHLY PAYMENTS	591,366.84

**Report Total: \$593,934.39**

# Bartlesville Public Schools

## Encumbrance Register

Year 2021-2022 Fund 22

### 22-Child Nutrition Programs Fund

PO No	Date	Vendor	Description	Amount
30	08/16/2021	FARZANA ROUF	REIMBURSEMENT-385/CND SCHOOL MEAL ACCOUNT REFUND  ACCOUNT # 28136 SAADAT MOKARRAM AHMED	83.50
31	08/16/2021	TERI BALDWIN	REIMBURSEMENT-385/CND SCHOOL MEAL ACCOUNT REFUND  ACCOUNT # 27655 FAITH BALDWIN	71.80
32	08/16/2021	JESSICA LYNN SIMMONS	REIMBURSEMENT-385/CND SCHOOL MEAL ACCOUNT REFUND  ACCOUNT # 24613 BRENLYN JORDAN SIMMONS \$33.65 ACCOUNT # 27242 BLAYZE HOUSTON SIMMONS \$29.90	63.55
33	08/17/2021	CAPTIVE AIRE SYSTEMS, INC	OTHER-EQUIP-SPLYS-SRVCS-385/CND BLANKET PO FOR EQUIPMENT PARTS/REPAIRS  ***EMERGENCY*** FOR CENTRAL HOOD VENT	5,000.00
34	08/18/2021	JENNIFER TURNER	REIMBURSEMENT-385/CND SCHOOL MEAL ACCOUNT REFUND  ACCOUNT # 24618 CORBIN TURNER	56.00
35	08/18/2021	CAMILLIA R LISH	REIMBURSEMENT-385/CND SCHOOL MEAL ACCOUNT REFUND  ACCOUNT # 27313 WYATT M LISH \$61.85 ACCOUNT # 29661 TUCKER D LISH \$60.00	121.85
36	08/18/2021	RAYLENE RAINER	REIMBURSEMENT-385/CND SCHOOL MEAL ACCOUNT REFUND  ACCOUNT # 26832 NATHANIEL Q RAINER \$17.00 ACCOUNT # 27652 TRAVIS W RAINER JR \$ 34.45	51.45
37	08/23/2021	TREETOP PRODUCTS INC	FURN/FIX-385/CND (8) SUPERSAVER RECEPTACLE/DOME LID AND LINER/BLACK PER ESTIMATE # QUOTRE13126 INCLUDES LIFTGATE FEES \$65.00  SHIPPING	3,804.35
38	09/03/2021	CAROLYN A FRIES	REIMBURSEMENT-385/CND SCHOOL MEAL ACCOUNT REFUND  ACCOUNT # 27552 MATTHEW FRIES	55.05
39	09/03/2021	MICHELE E BRADFORD	REIMBURSEMENT-385/CND SCHOOL MEAL ACCOUNT REFUND ACCOUNT # 10527 PAXTON C BRADFORD \$47.30 ACCOUNT # 28951 LEOPOLD CESERANI \$0.95	48.25
40	09/03/2021	YAQIN WU	REIMBURSEMENT-385/CND SCHOOL MEAL ACCOUNT REFUND ACCOUNT # 24284 CLARA Y GONG \$110.95 ACCOUNT # 27188 ETHAN Y GONG \$114.05	225.00

**Report Total: \$9,580.80**

# Bartlesville Public Schools Encumbrance Register

Year 2021-2022 Fund 31

31-2019 BOND - 2022 PROJECTS

PO No	Date	Vendor	Description	Amount
2	08/23/2021	KEANON SIMON	LAND-018/FS/ESC *** EMERGENCY***  OVERSEED AND TOP DRESS NEW SOCCER FIELD  PER WORK ORDER DATED 08/18/2021	8,900.00

Report Total: \$8,900.00

# Bartlesville Public Schools

## Encumbrance Register

Year 2021-2022 Fund 37

### 37-Combined Purpose

PO No	Date	Vendor	Description	Amount
36	08/12/2021	THOMPSON SCHOOL BOOK DEPOSITORY	STATE-ADOPTED-TEXTBOOK-028/CURR/ESC ELEMENTARY ADOPTION MATH TEXTBOOKS  PER ORDER FORM SHIPPING	209.80
37	08/16/2021	THOMAS JAY HENDERSON	COCURR-SPLYS-056/SCIENCE/BHS EQUIPMENT FOR THE PHYSICS CLASSROOM: (200) TASK TRACKER CONCEPT BUILDER CHEMISTRY GROUP PLAN - (2) TEACHERS/100 STUDENTS PER TEACHER 0.80 X 200 STUDENTS = \$160.00	160.00
38	08/19/2021	THOMPSON SCHOOL BOOK DEPOSITORY	STATE-ADOPTED-TEXTBOOK-028/CURR/ESC ELEMENTARY ADOPTION SOCIAL STUDIES TEACHER EDITIONS  PER ORDER FORM SHIPPING	269.26
39	08/25/2021	NOTABLE INC	TECH-RLDT-SPLYS-010/CURR/ESC (2) KAMI TEACHER PLAN - 12 MONTH TERM LICENSE  PER QUOTE # QUOTE-202007	198.00
40	08/30/2021	WAL-MART COMMUNITY	COCURR-SPLYS-010/CURR/ESC MISC. LAUNCH KITS AND SUPPLIES FOR THE ELEMENTARY SITES	1,200.00
41	08/30/2021	LOWE'S COMPANIES, INC.	COCURR-SPLYS-010/CURR/ESC MISC. LAUNCH KITS AND SUPPLIES FOR THE ELEMENTARY SITES	500.00
42	09/07/2021	PEPCO INC	FURN/FIX-056/SCIENCE/CENTRAL EQUIPMENT FOR SCIENCE CLASSROOM (6) CLASSIC SERIES TABLE 24X60 30H SPR 0.75 BLK PART ID CS-246030-SPR6-BLK-00  PER QUOTE: 12883	2,534.04
43	09/07/2021	WORTHINGTON DIRECT, INC.	FURN/FIX-056/CENTRAL EQUIPMENT FOR THE SCIENCE CLASSROOM (12) SOLID PLASTIC CHAIRS, NAVY CHROME FRAME, 5/8"  PER QUOTE QTE049359  FOR CENTRAL SCIENCE CLASSROOMS SHIPPING	1,378.65
44	09/15/2021	DELL MARKETING LP	TECH-RLDT-SPLYS-010/CURR/ESC (1 )DELL MOBILE PRECISION 3560 WORKSTATION  PER QUOTE 3000097667750.1	1,295.01

**Report Total:** \$7,744.76

# Bartlesville Public Schools Encumbrance Register

Year 2021-2022 Fund 81

81-GIFTS FUND

PO No	Date	Vendor	Description	Amount
4	08/23/2021	STATE OF KANSAS	SCHOLARSHIP-197/TREAS/ESC FIRST HALF OF SCHOLARSHIP PAYMENT FOR HARRY AND WANNA BROOKBY LEADERSHIP SCHOLARSHIP AWARDED TO MAX WILLIAMS (STUDENT ID # 3067900)  VERIFICATION OF ENROLLMENT RECEIVED 08/18/2021	2,500.00

**Report Total:** \$2,500.00

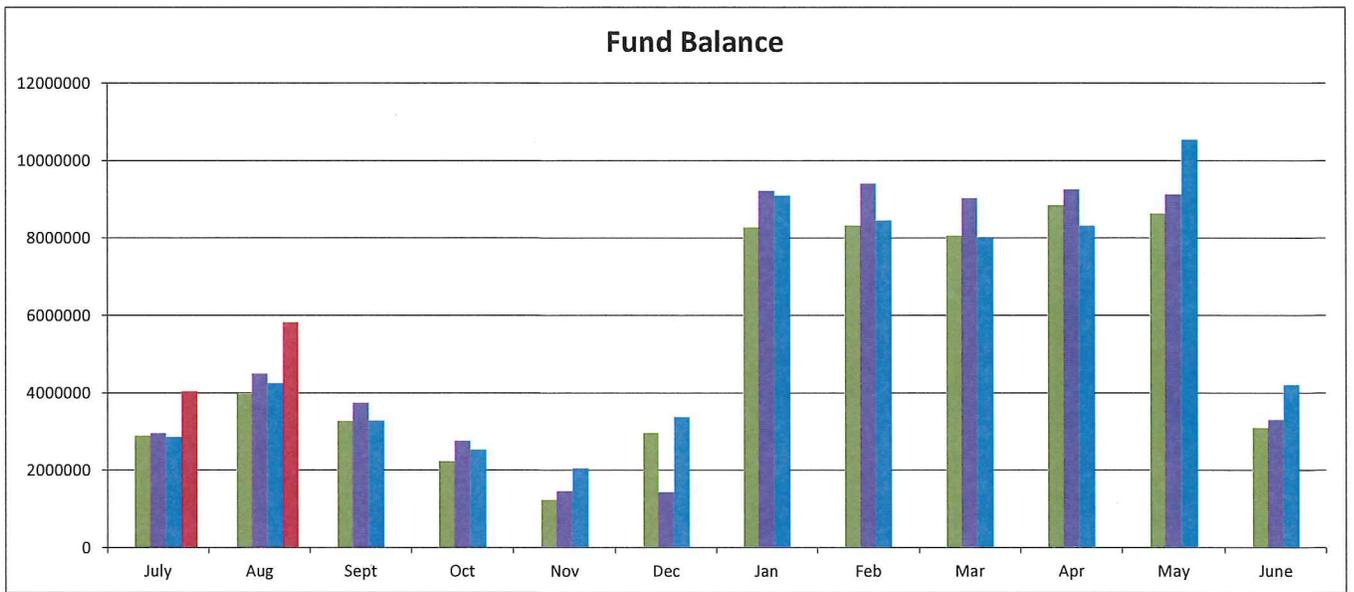
## Change Order Listing

**Options:** Fund: 21-Building Fund, Year: 2021-2022, ReferenceDate: Prior To Begin Date, Date Range: 8/12/2021 - 9/15/2021, PO Range: 1 - 5, Minimum Percentage Change: 25.01%, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
2	07/01/2021	3915	OKLAHOMA ENERGY SOURCE LLC	NATURAL-GAS-000/AP/ESC	70,000.00
3	07/01/2021	45257	OK NATURAL GAS COMPANY	NATURAL GAS -SRVCS-000/AP/ESC	40,000.00
4	07/01/2021	12870	CITY OF BARTLESVILLE	WATER/SEWER-SRVCS-000/AP/ESC	150,000.00
<b>Non-Payroll Total:</b>					<b>\$260,000.00</b>
<b>Payroll Total:</b>					<b>\$0.00</b>
<b>Report Total:</b>					<b>\$260,000.00</b>

**Bartlesville Public Schools**  
**General Fund Cash Flow/Fund Balance Analysis**  
**Fiscal Years 2019-2022**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 19	2,890,607	3,976,395	3,277,405	2,234,762	1,231,621	2,965,714	8,275,893	8,317,878	8,061,282	8,848,145	8,627,565	3,093,101
FY 20	2,958,917	4,501,529	3,739,634	2,767,640	1,461,034	1,436,214	9,216,612	9,408,239	9,028,227	9,249,665	9,125,141	3,297,997
FY 21	2,866,022	4,253,890	3,280,533	2,531,505	2,047,304	3,375,303	9,092,868	8,455,975	8,009,283	8,310,849	10,538,119	4,200,803
FY 22	4,038,487	5,820,698										
FY22-FY21	1,172,465	1,566,808										



**Bartlesville Public Schools**  
**General Fund Cash Flow/Fund Balance Analysis**

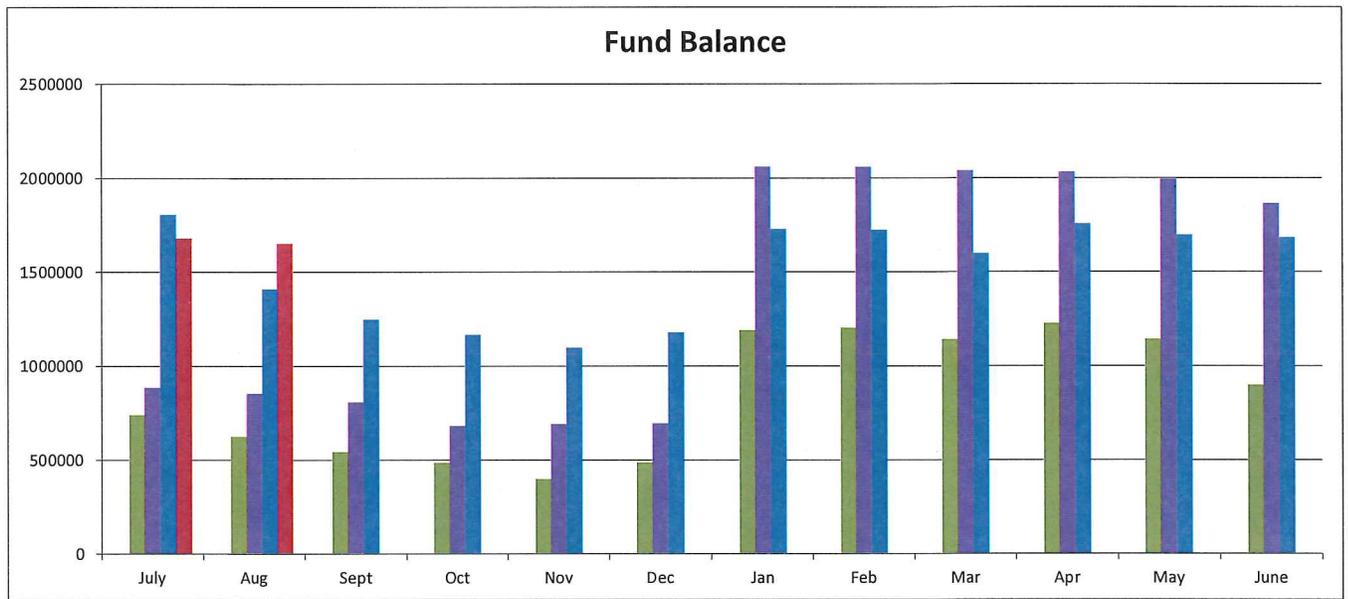
	<u>August</u>	<u>2021-22 Year to Date Total</u>	<u>Prior Year Year to Date Total</u>
Beginning balance	\$ 4,038,487	\$ 4,200,803	\$ 3,297,997
	<u>FY22-FY21</u>		
Local	39,585	90,268	147,793
County	28,894	60,062	39,526
State	2,798,569	3,120,479	2,663,635
Federal	596,766	1,650,435	723,385
Other sources	644	800	
	<u>3,464,458</u>	<u>4,922,044</u>	<u>3,574,339</u>
 Total cash available	 7,502,945	 9,122,847	 6,872,336
	<u>Requirements:</u>		
Salaries	597,041	1,016,517	818,813
Benefits	165,561	369,159	320,430
Professional services	15,086	71,170	29,798
Property services	429,867	456,737	423,916
Other purchased services	8,261	633,629	499,458
Supplies & materials	168,462	372,487	416,193
Property	274,821	344,737	88,945
Other uses	23,148	37,713	20,893
	<u>1,682,247</u>	<u>3,302,149</u>	<u>2,618,446</u>
 Ending balance	 <u>5,820,698</u>	 <u>5,820,698</u>	 <u>4,253,890</u>

Bartlesville Public Schools  
General Fund Revenue Detail

	2021-22	Jan	Feb	March	April	May	June	Total
1110 Ad valorem tax - current								
1121-1122 Ad valorem tax - prior								
1130 In lieu of tax	46,097.05	33,345.25						79,442.30
1190 Other taxes	0.01							0.01
1213-1214 Testing fees	402.51	515.00						917.51
1230-1290 Tuition								
1310 Interest on investments	1,100.87	1,143.91						2,244.78
1352 Interest on unapport. Tax	216.94	198.62						415.56
1410 Rent								
1440 Sale of equipment	300.00							300.00
1510 Insurance loss recoveries								
1530 Damage recovery								
1580 Activity trip reimb	2,337.60	953.38						3,290.98
1590 Miscellaneous reimb	228.09	428.73						656.82
1610 Donations		3,000.00						3,000.00
1680 Refunds								
1690 Miscellaneous								
2100 County-wide 4-mill	6,679.90	3,896.19						10,576.09
2200 Mortgage tax	24,487.64	24,998.22						49,485.86
2300 Resale Property								
3110 Gross production tax	2,124.86	3,845.76						5,970.62
3120 Motor vehicle tax	237,933.22	257,326.14						495,259.36
3130 Rural electric tax	3,740.74	4,898.64						8,639.38
3140 State school land earnings	72,229.71	38,844.85						111,074.56
3150 Vehicle tax stamps	1,110.07	1,879.91						2,989.98
3160 Farm implement tax stamps	425.30							425.30
3210 Foundation aid		1,658,731.19						1,658,731.19
3250 FBA		329,800.53						329,800.53
3310 Alternative education								
3412 NBCT Stipend								
3415 Reading Sufficiency								
3420 State textbooks		503,242.40						503,242.40
3430 Education matching								
3440 Drivers education	4,346.73							4,346.73
3690 Other state								
3811 Vocational programs								
3812 Vocational programs								
3892 Lottery Fund								
4140 Title VI	116,373.26							116,373.26
4162 Flood Control								
4210 Title I - Part A	431,327.16							431,327.16
4271 Title II	35,230.00							35,230.00
4281 Title III								
4310 IDEA B - Special Education	249,559.25							249,559.25
4340 Preschool								
4442 Title IV reimb								
4470 Title VI - Indian Education	16,704.44							16,704.44
4550 Johnson-O'Malley		29,989.00						29,989.00
4611 Title II - Adult Education	25,000.44							25,000.44
4689 Other federal	179,474.37	566,776.87						746,251.24
5150-5160 Activity trip reimb	116.61	611.41						728.02
5600 Correcting entries	39.00	33.00						72.00
	1,457,585.77	3,464,459.00						4,922,044.77

**Bartlesville Public Schools**  
**Building Fund Cash Flow/Fund Balance Analysis**  
**Fiscal Years 2019-2022**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 19	740,048	624,113	541,648	485,451	397,618	486,040	1,190,675	1,201,836	1,141,753	1,227,520	1,143,492	899,450
FY 20	885,140	853,862	808,023	680,579	691,925	694,312	2,060,540	2,058,167	2,040,158	2,033,537	1,994,515	1,865,430
FY 21	1,807,129	1,408,354	1,248,623	1,167,400	1,098,130	1,178,096	1,729,731	1,724,323	1,599,899	1,757,509	1,698,321	1,684,445
FY 22	1,679,068	1,650,738										
FY22-FY21	(128,061)	242,384										



**Bartlesville Public Schools**  
**Building Fund Cash Flow/Fund Balance Analysis**

	August	2021-22 Year to Date Total	Prior Year Year to Date Total
Beginning balance	\$ 1,679,068	\$ 1,684,445	\$ 1,865,431
 <u>Revenue:</u>			
Local	4,491	11,343	8,639
County		-	
State		61	9
Federal		-	
Other sources		-	
	<u>4,491</u>	<u>11,404</u>	<u>8,648</u>
 Total cash available	 1,683,559	 1,695,849	 1,874,079
 <u>Requirements:</u>			
Salaries			
Benefits			
Professional services	11,800	23,600	3,776
Property services	980	1,470	127,180
Other purchased services		-	
Supplies & materials		-	6,493
Property	20,041	20,041	328,276
Other uses		-	
	<u>32,821</u>	<u>45,111</u>	<u>465,725</u>
 Ending balance	 <u>1,650,738</u>	 <u>1,650,738</u>	 <u>1,408,354</u>

September 20, 2021 Personnel Report

<b>APPOINTMENTS:</b>							
<b>Name</b>	<b>Site</b>	<b>Position</b>	<b>FTE</b>	<b>Hire Date</b>	<b>Temporary Contract</b>		
Adams, Kylie	Hoover	AIMS Teacher Assistant	0.875	8/10/2021	Yes		
Bartholomew, Brandice	Wayside	Special Education Teacher Assistant Level 3	0.875	8/10/2021	Yes		
Benedict, Courtney	Ranch Heights	Teacher Assistant	0.875	8/10/2021	Yes		
Blazic, Samantha	Ranch Heights	Special Education Teacher Assistant Level 3	0.875	8/10/2021	Yes		
Campbell, Erica	Kane	Elementary Virtual Teacher	1.000	9/13/2021	Yes		
Coburn, Austin	High School	Special Education Teacher Assistant Level 2	0.875	9/7/2021	Yes		
Dout, Ali	Wayside	Special Education Teacher Assistant Level 3	0.875	8/10/2021	Yes		
Flick, Jason	High School	Assistant Varsity Girls Basketball Coach	N/A	10/1/2021	Yes		
Foreman, Tasha	Wayside	Teacher Assistant	0.875	8/10/2021	Yes		
Hicks, Dalton	Transportation	Bus Driver	0.750	9/7/2021	Yes		
Johnson, Darbi	Wayside	Second Grade Teacher	1.000	8/9/2021	Yes		
Kidwell, Rebecca	Ranch Heights	LPN	0.875	9/7/2021	Yes		
Malcom, Kara	Wayside	Teacher Assistant	0.875	8/10/2021	Yes		
McNeill, Kayla	Ranch Heights	Teacher Assistant	0.875	8/10/2021	Yes		
Merritt, Libby	Madison	Special Education Teacher Assistant Level 1	0.875	8/10/2021	Yes		
Murguia, Gabrielle	Madison	Special Education Teacher Assistant Level 3	0.875	8/10/2021	Yes		
Orendac, Chance	High School	Softball Assistant Varsity Coach	N/A	9/1/2021	Yes		
Parker, Darcy	Ranch Heights	ATLAS Teacher Assistant	0.938	8/10/2021	Yes		
Phillips, Quartlan	Hoover	Teacher Assistant	0.875	8/10/2021	Yes		
Rockwell, Shanna	Wayside	AIMS Teacher Assistant	0.875	8/10/2021	Yes		
Thompson, Mackenzie	Madison	Pass/Back On Track	1.000	8/10/2021	Yes		
VanCleave, Laura	Wilson	Teacher Assistant	0.875	8/10/2021	Yes		
Veit, Sarah	Jane Phillips	Special Education Teacher Assistant Level 3	0.875	9/7/2021	Yes		
Wade, Janet	Wayside	LPN	0.875	8/10/2021	Yes		
Williams, Heather	Central	Head Middle School Volleyball Coach	N/A	9/1/2021	Yes		
<b>CHANGE OF STATUS:</b>							
<b>Name</b>	<b>Site</b>	<b>Position</b>	<b>FTE</b>	<b>Site</b>	<b>Position</b>	<b>FTE</b>	<b>Date</b>
<b>CHANGE FROM</b>				<b>CHANGE TO</b>			
Anthony, Bobbi	Hoover/Wilson/Madison	LPN	0.813	Madison	LPN	0.875	8/11/2021
Armstrong, Lori	Richard Kane	Fourth Grade Teacher	1.000	Richard Kane	Fifth Grade Teacher	1.000	8/9/2021
Ball, Susan	Transportation	Bus Driver/Service Man	1.000	Transportation	Bus Driver	0.750	8/9/2021
Ball, Susan	Transportation	Bus Driver	0.750	Leave of Absence	Leave of Absence	1.000	8/24/2021
Bonham, Melissa	Wayside	Fifth Grade Teacher	1.000	FMLA	FMLA	1.000	8/9/2021
Brooks, Melissa	High School	FMLA	1.000	High School	Intermittent FMLA	1.000	8/23/2021
Brown, Paul	Central	Special Education Teacher Assistant Level 3	0.875	Madison	Special Education Teacher Assistant Level 3	0.875	9/7/2021
Caldwell, Kathleen	Jane Phillips/Ranch Heights/Central	LPN	0.813	Central	LPN	0.875	8/11/2021
Crowley, Sharon	Hoover/Kane	Operation Eagle Tutor	0.750	Ranch Heights	Special Education Teacher Assistant Level 3	0.875	9/8/2021
Cuellar, Claudia	Ranch Heights	Teacher Assistant	0.875	Ranch Heights	Teacher Assistant	0.781	8/10/2021
Dean, Megan	Richard Kane	Virtual Third Grade Teacher	1.000	Richard Kane	Virtual PreKindergarten, Kindergarten, First, and Second	1.000	8/9/2021
Denman, Tabitha	High School	Special Education Teacher Assistant Level 2	0.875	High School	Special Education Teacher Assistant Level 3	0.875	8/23/2021
Fielding, Caitlyn	Wilson	Fourth Grade Teacher	1.000	Wilson	Fifth Grade Teacher	1.000	8/9/2021
Gilbert, Charlia	Central	Special Education Teacher	1.000	Madison	Special Education Teacher	1.000	9/7/2021
Goodart, Ann	Wilson	Kindergarten Teacher	1.000	Wilson	PreKindergarten Teacher	1.000	8/9/2021
Hailey, Alexis	High School	Special Education Teacher	1.000	Wilson/Hoover	Special Education Teacher	0.600	8/19/2021
Henley, Shannon	Wilson	PreKindergarten Teacher	1.000	Wilson	Kindergarten Teacher	1.000	8/9/2021
Heuertz, Sara	Madison	Special Education Teacher	1.000	High School	Special Education Teacher	1.000	9/7/2021
Hicks, Dalton	Transportation	Bus Dispatcher	1.000	Transportation	Bus Driver	0.750	9/7/2021
Kohnle, Rhonda	Hoover	Special Education Teacher	1.000	Richard Kane	Special Education Teacher	1.000	8/9/2021
Kohnle, Scott	Central	Science and Social Studies Teacher	1.000	Central	Science Teacher	1.000	8/9/2021
Matsushima, Donna	High School	Special Education Teacher Assistant Level 3	0.875	High School	Special Education Teacher Assistant Level 2	0.875	8/23/2021
Miller, Kayla	High School	Alternative Science Teacher	1.000	FMLA	FMLA	1.000	8/9/2021

September 20, 2021 Personnel Report

Murguia, Gabrielle	Madison	Special Education Teacher Assistant Level 3	0.875	High School	Special Education Teacher Assistant Level 3	0.875	9/7/2021
Parker, Patricia	Central	Special Education Teacher Assistant Level 3	0.875	Transportation	Bus Driver	0.750	9/13/2021
Pirtle, Aspen	Central	Science Teacher	0.600	Central	Science Teacher	1.000	8/20/2021
Renfrow, Laura	Richard Kane/High School	LPN	0.750	Richard Kane	LPN	0.875	8/11/2021
Roberson, Shayla	Richard Kane	Virtual Fifth Grade Teacher	1.000	Richard Kane	Virtual Third, Fourth, and Fifth Grade Teacher	1.000	8/9/2021
Smith, Hannah	Madison	Language Arts Teacher	1.000	Central	Virtual Language Arts Teacher	1.000	8/9/2021
Sykes, Stacy	High School	Special Education Teacher Assistant Level 2	0.875	High School	Special Education Teacher Assistant Level 3	0.875	8/23/2021
Weimer, Seth	High School	Fine Arts Center Manager	1.000	High School	FMLA	1.000	8/2/2021
<b>RESIGNATION:</b>							
<b>Name</b>	<b>Site</b>	<b>Position</b>	<b>FTE</b>	<b>Date</b>			
Blazic, Samantha	Ranch Heights	Special Education Teacher Assistant Level 3	0.875	8/30/2021			
Foreman, Tasha	Wayside	Teacher Assistant	0.875	9/10/2021			
Golding, Alexis	Madison	Special Education Teacher Assistant Level 3	0.875	8/6/2021			
Greenhalgh, Johanna	Transportation	Bus Driver	0.750	9/10/2021			
Martin, Adreen	High School	Special Education Teacher Assistant Level 3	0.875	8/17/2021			
Ragsdale, Gene	Transportation	Bus Driver	0.750	9/1/2021			
VanCleave, Laura	Wilson	Teacher Assistant	0.875	9/10/2021			
<b>SPECIAL SALARY PROVISIONS:</b>							
<b>Name</b>	<b>Site</b>	<b>Position</b>	<b>Amount</b>	<b>Date</b>			
Conway-Champon, Deborah	ESC	Additional Comp for new COVID duties	\$500.00	9/1/2021			
Vermeire, Sara	ESC	Additional Comp for new COVID duties	\$500.00	9/1/2021			

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**MEMORANDUM**

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**TO:** BOARD OF EDUCATION  
**FROM:** PRESTON BIRK  
**SUBJECT:** DONATIONS  
**DATE:** 9/1/2021

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Please accept the following donations our school district has received during the month of August.

**1. Conoco Phillips – Matching Gift**

Richard Kane Elementary	\$500.00
Central Middle School	\$500.00
Bartlesville High School	\$1,000.00

**2. Conoco Phillips – Volunteer Grant**

Wayside Elementary	<u>\$1,000.00</u>
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**Receipt Total        \$    3,000.00**

**Bartlesville Public Schools****Investment Ledger**

**Options:** Funds: 11-59,81, Account Nos: , Investment Nos: , Date Range: 8/1/2021 - 8/31/2021, Exclude Investments Matured in Date Range: False, Exclude Investments Liquidated in Date Range: False

**Fund: 11****Account:** AI 0111 REGENT BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	8/31/2021	9/30/2021		\$913,065.33	0.200	\$913,065.33
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	7/30/2021	8/31/2021	8/31/2021	\$912,144.42	0.200	\$912,144.42
<b>Total ICS ACCOUNT</b>							<b>\$912,144.42</b>
<b>Total AI 0111 REGENT BANK - ICS</b>							<b>\$1,825,209.75</b>
<b>Total Fund 11</b>							<b>\$1,825,209.75</b>

**Fund: 21****Account:** AI 0111 REGENT BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	8/31/2021	9/30/2021		\$1,500,000.00	0.200	\$1,500,000.00
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	7/30/2021	8/31/2021	8/31/2021	\$1,500,000.00	0.200	\$1,500,000.00
<b>Total ICS ACCOUNT</b>							<b>\$1,500,000.00</b>
<b>Total AI 0111 REGENT BANK - ICS</b>							<b>\$3,000,000.00</b>
<b>Total Fund 21</b>							<b>\$3,000,000.00</b>

**Fund: 22****Account:** AI 0111 REGENT BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	8/31/2021	9/30/2021		\$591,430.87	0.200	\$591,430.87
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	7/30/2021	8/31/2021	8/31/2021	\$591,330.44	0.200	\$591,330.44
<b>Total ICS ACCOUNT</b>							<b>\$591,330.44</b>
<b>Total AI 0111 REGENT BANK - ICS</b>							<b>\$1,182,761.31</b>
<b>Total Fund 22</b>							<b>\$1,182,761.31</b>

**Fund: 31****Account:** AI 0111 REGENT BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	8/31/2021	9/30/2021		\$300,000.00	0.200	\$300,000.00
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	7/30/2021	8/31/2021	8/31/2021	\$300,000.00	0.200	\$300,000.00
<b>Total ICS ACCOUNT</b>							<b>\$300,000.00</b>
<b>Total AI 0111 REGENT BANK - ICS</b>							<b>\$600,000.00</b>
<b>Total Fund 31</b>							<b>\$600,000.00</b>

**Fund: 37****Account:** AI 0111 REGENT BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	8/31/2021	9/30/2021		\$350,000.00	0.200	\$350,000.00
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	7/30/2021	8/31/2021	8/31/2021	\$350,000.00	0.200	\$350,000.00
<b>Total ICS ACCOUNT</b>							<b>\$350,000.00</b>
<b>Total AI 0111 REGENT BANK - ICS</b>							<b>\$700,000.00</b>
<b>Total Fund 37</b>							<b>\$700,000.00</b>

**Fund: 39**

**Bartlesville Public Schools**

**Investment Ledger**

**Options:** Funds: 11-59,81, Account Nos: , Investment Nos: , Date Range: 8/1/2021 - 8/31/2021, Exclude Investments Matured in Date Range: False, Exclude Investments Liquidated in Date Range: False

**Account:** AI 0111 REGENT BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	8/31/2021	9/30/2021		\$35,018.38	0.200	\$35,018.38
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	7/30/2021	8/31/2021	8/31/2021	\$34,902.06	0.200	\$34,902.06
<b>Total ICS ACCOUNT</b>							<b>\$34,902.06</b>
<b>Total AI 0111 REGENT BANK - ICS</b>							<b>\$69,920.44</b>
<b>Total Fund 39</b>							<b>\$69,920.44</b>

**Fund: 41**

**Account:** AI 0111 REGENT BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	8/31/2021	9/30/2021		\$3,010,007.76	0.200	\$3,010,007.76
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	7/30/2021	8/31/2021	8/31/2021	\$3,010,007.76	0.200	\$3,010,007.76
<b>Total ICS ACCOUNT</b>							<b>\$3,010,007.76</b>
<b>Total AI 0111 REGENT BANK - ICS</b>							<b>\$6,020,015.52</b>
<b>Total Fund 41</b>							<b>\$6,020,015.52</b>

**Fund: 81**

**Account:** AI 0111 REGENT BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	8/31/2021	9/30/2021		\$264,220.07	0.200	\$264,220.07
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	7/30/2021	8/31/2021	8/31/2021	\$264,175.20	0.200	\$264,175.20
<b>Total ICS ACCOUNT</b>							<b>\$264,175.20</b>
<b>Total AI 0111 REGENT BANK - ICS</b>							<b>\$528,395.27</b>
<b>Total Fund 81</b>							<b>\$528,395.27</b>
<b>Total All Funds</b>							<b>\$13,926,302.29</b>

**AUGUST 2021**

	GENERAL FUND	COOPERATIVE FUND	BUILDING FUND	CHILD NUTRITION	BOND FUND 31	BOND FUND 37	BOND INT FUND 39	SINKING FUND	GIFTS & ENDOW.	TOTALS
<b>BEGINNING BALANCE</b>	3,604,824.26	682.48	178,797.57	315,293.09	672,055.02	368,116.11	145.11	267.70	19,497.08	5,159,678.42
LOCAL SOURCES OF REVENUE	39,584.89	-	4,760.99	1,517.44	-	-	152.26	27,788.44	45.67	73,849.69
INTERMEDIATE SOURCES OF REVENUE	28,894.41	-	-	-	-	-	-	-	-	28,894.41
STATE SOURCES OF REVENUE	2,798,569.42	-	-	878.82	-	-	-	-	-	2,799,448.24
FEDERAL SOURCES OF REVENUE	596,765.87	-	-	118,256.47	-	-	-	-	-	715,022.34
<b>TOTAL NEW RECEIPTS</b>	<b>3,463,814.59</b>	<b>-</b>	<b>4,760.99</b>	<b>120,652.73</b>	<b>-</b>	<b>-</b>	<b>152.26</b>	<b>27,788.44</b>	<b>45.67</b>	<b>3,617,214.68</b>
INTER-FUND TRANSFERS	33.00	-	-	-	-	-	-	-	-	33.00
NON-REVENUE RECEIPTS	611.41	-	-	-	-	-	-	-	-	611.41
AR-6140	-	-	-	-	-	-	-	-	50.00	50.00
<b>TOTAL COMBINED RECEIPTS</b>	<b>3,464,459.00</b>	<b>-</b>	<b>4,760.99</b>	<b>120,652.73</b>	<b>-</b>	<b>-</b>	<b>152.26</b>	<b>27,788.44</b>	<b>95.67</b>	<b>3,617,909.09</b>
WARRANT PURCHASES (-)	(1,969,940.34)	(470.74)	(32,821.00)	(151,608.92)	(90,800.00)	(99,012.29)	-	-	(525.00)	(2,345,178.29)
INVESTMENTS MATURED (+)	912,144.42	-	1,500,000.00	591,330.44	300,000.00	350,000.00	34,902.06	3,010,007.76	264,175.20	6,962,559.88
C.D./AGENCY INVESTMENTS (-)	(913,065.33)	-	(1,500,000.00)	(591,430.87)	(300,000.00)	(350,000.00)	(35,018.38)	(3,010,007.76)	(264,220.07)	(6,963,742.41)
INTEREST INVESTMENTS (-)	-	-	-	-	-	-	-	-	-	-
MONEY MARKET INVESTMENT (-)	-	-	-	-	-	-	-	-	-	-
CORRECTIONS	-	-	-	-	-	-	-	-	(50.00)	(50.00)
<b>ENDING BANK BALANCE</b>	<b>5,098,422.01</b>	<b>211.74</b>	<b>150,737.56</b>	<b>284,236.47</b>	<b>581,255.02</b>	<b>269,103.82</b>	<b>181.05</b>	<b>28,056.14</b>	<b>18,972.88</b>	<b>6,431,176.69</b>
OUTSTANDING WARRANTS (-)	(190,789.38)	(211.74)	-	(384.56)	-	-	-	-	(200.00)	(191,585.68)
<b>FUND EQUITY</b>	<b>4,907,632.63</b>	<b>0.00</b>	<b>150,737.56</b>	<b>283,851.91</b>	<b>581,255.02</b>	<b>269,103.82</b>	<b>181.05</b>	<b>28,056.14</b>	<b>18,772.88</b>	<b>6,239,591.01</b>

Total collateral pledged **29,293,072.71**

	BPS LEASE PURCHASE FUND 1	BPS LEASE PURCH/TRANS FUND 2
<b>BEGINNING BALANCE</b>	<b>3,712,772.98</b>	<b>48,147.89</b>
REBATES/CONTRIBUTIONS	-	-
DIVIDENDS/INTEREST	71.65	-
<b>TOTAL NEW RECEIPTS</b>	<b>71.65</b>	<b>-</b>
WARRANT PURCHASES (-)	(368,353.32)	-
<b>ENDING BANK BALANCE</b>	<b>3,344,491.31</b>	<b>48,147.89</b>
Close Out as of 7/6/2021	-	-
<b>FUND EQUITY</b>	<b>3,344,491.31</b>	<b>48,147.89</b>

*Sara Vermeire* 9/1/2021

## Bartlesville Public Schools

### Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 8/1/2021 - 8/31/2021

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
801 General Administrative	\$201,898.15	\$19,540.07	\$0.00	\$17,979.09	\$203,459.13	\$40,679.40	\$162,779.73
802 General Administrative Athletics	\$218,120.59	\$18,257.00	\$0.00	\$27,738.39	\$208,639.20	\$30,820.16	\$177,819.04
803 General Refund Account	\$53.04	\$471.64	\$0.00	\$28.00	\$496.68	\$0.00	\$496.68
804 AP Exams	\$16,227.62	\$0.00	\$0.00	\$0.00	\$16,227.62	\$0.00	\$16,227.62
805 Alternative High School	\$5,913.82	\$0.00	\$0.00	\$0.00	\$5,913.82	\$1,850.00	\$4,063.82
806 Tuition Clearing Acct	\$250.00	\$3,980.00	\$0.00	\$0.00	\$4,230.00	\$0.00	\$4,230.00
807 Art Club	\$1,552.22	\$100.00	\$0.00	\$0.00	\$1,652.22	\$366.66	\$1,285.56
808 Adult Fees Clearing Acct	\$0.00	\$327.00	\$0.00	\$0.00	\$327.00	\$0.00	\$327.00
809 Broadcasting	\$553.28	\$10,000.00	\$0.00	\$287.26	\$10,266.02	\$7,642.50	\$2,623.52
811 Baseball Fund	\$145.01	\$0.00	\$0.00	\$0.00	\$145.01	\$0.00	\$145.01
813 Basketball Fund	\$1,692.11	\$0.00	\$0.00	\$0.00	\$1,692.11	\$0.00	\$1,692.11
821 Choral Club	\$3,730.29	\$0.00	\$0.00	\$0.00	\$3,730.29	\$918.05	\$2,812.24
824 Concessions	\$6,096.74	\$0.00	\$0.00	\$0.00	\$6,096.74	\$0.00	\$6,096.74
831 S.A.D.F.	\$3,095.40	\$0.00	\$0.00	\$0.00	\$3,095.40	\$0.00	\$3,095.40
832 Community of Caring	\$1,203.06	\$0.00	\$0.00	\$0.00	\$1,203.06	\$0.00	\$1,203.06
833 Drama	\$18,647.21	\$0.00	\$0.00	\$590.75	\$18,056.46	\$4,629.00	\$13,427.46
834 VisionQuest	\$104.50	\$0.00	\$0.00	\$0.00	\$104.50	\$0.00	\$104.50
835 BPS-FOUNDATION GRANTS	\$2,040.73	\$0.00	\$0.00	\$0.00	\$2,040.73	\$0.00	\$2,040.73
836 AGRICULTURAL EDUCATION	\$22,386.59	\$195.00	\$0.00	\$552.72	\$22,028.87	\$11,218.92	\$10,809.95
837 ENVIRONMENTAL CLUB	\$282.43	\$0.00	\$0.00	\$0.00	\$282.43	\$0.00	\$282.43
839 BHS SPED	\$959.14	\$0.00	\$0.00	\$0.00	\$959.14	\$0.00	\$959.14
840 Exceptional Education Services	\$9,740.61	\$0.00	\$0.00	\$0.00	\$9,740.61	\$0.00	\$9,740.61
841 Business Prof of America	\$447.58	\$0.00	\$0.00	\$0.00	\$447.58	\$0.00	\$447.58
843 ATLAS	\$98.26	\$0.00	\$0.00	\$0.00	\$98.26	\$0.00	\$98.26
844 STEAM PROGRAM	\$23,004.83	\$0.00	\$0.00	\$1,037.85	\$21,966.98	\$2,610.49	\$19,356.49
845 French Club	\$227.74	\$0.00	\$0.00	\$0.00	\$227.74	\$0.00	\$227.74
867 Lady Bruins	\$275.62	\$0.00	\$0.00	\$0.00	\$275.62	\$0.00	\$275.62
868 Football	\$67.03	\$0.00	\$0.00	\$0.00	\$67.03	\$0.00	\$67.03
878 Music	\$3,945.07	\$0.00	\$0.00	\$0.00	\$3,945.07	\$0.00	\$3,945.07
880 Musical Production	\$23,178.47	\$92.70	\$0.00	\$0.00	\$23,271.17	\$0.00	\$23,271.17
881 National Honor Society	\$6,701.72	\$0.00	\$0.00	\$635.00	\$6,066.72	\$600.00	\$5,466.72
882 Newspaper	\$623.98	\$0.00	\$0.00	\$0.00	\$623.98	\$0.00	\$623.98
885 National Junior Honor Society	\$1,032.24	\$0.00	\$0.00	\$0.00	\$1,032.24	\$0.00	\$1,032.24
887 Orchestra	\$2,410.02	\$0.00	\$0.00	\$0.00	\$2,410.02	\$0.00	\$2,410.02
889 BHS BAND	\$1,188.34	\$0.00	\$0.00	\$0.00	\$1,188.34	\$0.00	\$1,188.34
895 Pictures	\$716.61	\$0.00	\$0.00	\$0.00	\$716.61	\$0.00	\$716.61
915 Service Club	\$728.77	\$0.00	\$0.00	\$0.00	\$728.77	\$0.00	\$728.77
917 Spanish Club	\$366.53	\$0.00	\$0.00	\$0.00	\$366.53	\$300.00	\$66.53
919 Speech Program	\$2,859.97	\$140.00	\$0.00	\$0.00	\$2,999.97	\$500.00	\$2,499.97
922 Staff Development-In-Service	\$1,505.87	\$0.00	\$0.00	\$0.00	\$1,505.87	\$0.00	\$1,505.87
926 Student Council	\$17,270.28	\$0.00	\$0.00	\$708.20	\$16,562.08	\$2,586.80	\$13,975.28
939 Science Olympiad	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00
950 Dance Club	\$347.71	\$0.00	\$0.00	\$0.00	\$347.71	\$0.00	\$347.71
960 Technology Student Assoc (TSA)	\$2,367.96	\$596.00	\$0.00	\$150.00	\$2,813.96	\$0.00	\$2,813.96
962 Science Trek Club	\$7,317.31	\$0.00	\$0.00	\$0.00	\$7,317.31	\$0.00	\$7,317.31
966 Wrestling	\$385.48	\$0.00	\$0.00	\$0.00	\$385.48	\$0.00	\$385.48
970 TECHNOLOGY SUPPORT TEAM	\$75,832.13	\$37,711.50	\$0.00	\$11,621.43	\$101,922.20	\$9,040.33	\$92,881.87
971 Golf	\$1,709.92	\$0.00	\$0.00	\$0.00	\$1,709.92	\$0.00	\$1,709.92
973 Cross Country	\$123.13	\$0.00	\$0.00	\$0.00	\$123.13	\$0.00	\$123.13
977 Soccer	\$50.66	\$0.00	\$0.00	\$0.00	\$50.66	\$0.00	\$50.66
986 Counselors' Special Fund	\$306.68	\$0.00	\$0.00	\$0.00	\$306.68	\$0.00	\$306.68
990 Yearbook	\$14,538.12	\$3,698.00	\$0.00	\$4,781.98	\$13,454.14	\$389.90	\$13,064.24
992 Leadership	\$1,830.61	\$0.00	\$0.00	\$0.00	\$1,830.61	\$0.00	\$1,830.61
993 Academic Team	\$140.00	\$0.00	\$0.00	\$0.00	\$140.00	\$0.00	\$140.00
994 Archery Club	\$349.32	\$0.00	\$0.00	\$0.00	\$349.32	\$0.00	\$349.32
995 Homeless Student Assistance	\$1,074.58	\$0.00	\$0.00	\$0.00	\$1,074.58	\$0.00	\$1,074.58
996 Bruin Logo	\$18,114.96	\$0.00	\$0.00	\$0.00	\$18,114.96	\$2,935.00	\$15,179.96

**Bartlesville Public Schools**  
**Revenue/Expenditure Summary****Options:** Fund: 60, Date Range: 8/1/2021 - 8/31/2021

	<b>Begin Balance</b>	<b>Receipts</b>	<b>Adjusting Entries</b>	<b>Payments</b>	<b>Cash End Balance</b>	<b>Unpaid POs</b>	<b>End Balance</b>
997 Back To School Rally	\$600.87	\$0.00	\$0.00	\$0.00	\$600.87	\$0.00	\$600.87
<b>Total</b>	<b>\$726,930.91</b>	<b>\$95,108.91</b>	<b>\$0.00</b>	<b>\$66,110.67</b>	<b>\$755,929.15</b>	<b>\$117,087.21</b>	<b>\$638,841.94</b>

Asset Tag	Serial Number
19711	D2DgK02
19910	3W6CK02
18721	9290DX1
19905	3W2CK02
19924	3W3JK02
19930	H6LGK02
19593	27C9K02
18779	93M1DX1
19066	D2VFDX1
19713	D2DJK02
19901	3W6JK02
19844	D2QKK02
18778	93LZCX1
19595	2747K02
80580	6ZH3S52
19590	27W9K02
19819	93JGK02
18940	D3SGDX1
19815	91BHK02
80985	D52LGB2
80973	FFXCGB2
19562	27QBK02
19769	D3FFK02
80981	D4XCGB2
80970	FFVFGB2
19764	D3BJK02
80984	D4THGB2
80972	FFNFGB2
80971	FFPHGB2
18739	92Q0DX1
18849	921ZCX1
80980	D4XJGB2
80983	D53DGB2
80982	D54DGB2
16603	7DNLHQ1
16543	7FLLHQ1
19922	3W0FK02
19668	D24KK02
18803	92H0DX1
18784	93S0DX1

18671 USCD 008453  
10945 USBB 314420  
Bretford Cart  
Evo 40 Cart  
Mobi Cart

Asset Tag	Serial Number
80118	6Z81S52
19642	D2MJK0
18757	928ZCX1
80117	6ZCZR52
20804	6ZC1S52
19031	D3DGDY1
80119	6Z4ZR52

Asset Tag	Serial Number
17064	
17066	
17067	
15809	
15808	
16495	
16497	
16493	
16492	
15810	
16499	
16496	
17062	
16491	
17057	
17051	
15105	
15098	
15097	
15101	
15100	
15099	
15106	
15103	
15102	
81180	
19335	
81179	
19061	
19116	
81181	
20293	C912BCAY47-054799
81176	8117618961
77826	A993DCBY7A-095891
80206	Z993CDAY88-012129
75605	A994BCBY72-124323
81517	A991ECAY87-170633
20263	C912BCAY47-054519
81178	
19060	B912AAAF312093882

Asset Tag	Serial Number
18584	C912HDBY61-277992
15837	
15836	msuf033605I

Asset Tag	Serial Number
75011	C912HDBY61-271761
16932	
75014	C912HDBY61-273774
19131	
19999	
19378	
80968	C912EDAY58-232401
80969	C912GDBY5B-246211
80641	Is6f9z0882I
18583	B912AAAF2C2064385
19997	B912ABAE432087822
20269	
76873	C912GDBY5B-246288
77828	A993DCBY7A-095981
80204	A993DDBY89-152144
77829	A993DCBY7A-095970
80202	A993DDBY89-152560
77819	a994bcby75-153003
16092	
16094	

Asset Tag	Serial Number
19809	91DFK02
19806	91CJK02
19730	D28JK02
19734	
19733	D23FK02
19732	D3PDK02
19731	D25HK02
18785	93T1DX1
15391	
20274	C912BCAY48-058008
18184	PUBF190978L
19127	
78540	
17268	hdnchq1
19340	
20149	
20261	C912BCAY48-057490
80100	C912GDBY5B-246413
19135	
19374	B912ABAE3C2055252
20283	C912BCAY47-055060
19125	21184590851
19383	.B912ABAE3C2052451
75002	C912HDBY61-280097
20264	
19124	B912AAAF312092960
20266	C912BCAY48-064476
17262	
18579	B912AAAF2C2065881
19375	B912ABAE3C2052710
20292	C912BCAY48-057827
19217	
19229	

Asset Tag	Serial Number
19231	
19219	
19225	
19227	
19224	
19221	
15865	
20423	
19228	
19218	
19232	
19230	
19220	
19226	
19223	
19222	
19918	3W2DK02
19845	D3DHK02
76874	6ZB7S52

<b>5040 Computers</b>	7010/7020				
D46GGB2	D2VGDY1		<b>Cicso switches</b>		FGL1720415F
D4BHGB2	9320DX1		FDO1524R1JC		AIR-LOC2710-L-K9 V01
D53KGB2	D3CFDX1		FDO1536P155		FCW1719L0E8
FGXJGB2	D35GDX1		FDO1536K12S		
D55FGB2	H65GK02		FDO1536P0FW		
D5BJGB2	D3MGDX1		FDO1648R2D7		
FG9DGB2	D2RFDX1		FDO1703R2HJ		
FFTHGB2	6Z63S52		FDO1648R34E		
FGPFGB2			FDO1510Z0HB		
D4RHGB2			FDO1536K0EV		
D4HDGB2			FDO1536K0EX		
FFNJGB2			FDO1503R0QT		
D46KGB2			FDO1536P0EC		
FGCGGB2			FDO1536K129		
FFSKGB2			FDO1536P14X		
D4GFGB2			FDO1536V0CG		
FG5FGB2			FDO1536P14S		
D52KGB2			FDO1531P0CT		
FGPHGB2			FDO1535P0Z3		
D4SKGB2			FDO1530P17Q		
FGTGGB2			FDO1535P11E		
FFXHGB2			FDO1649Z1SF		
FGYDGB2			FDO1648P2BK		
FH1DGB2			FDO1536P15H		
FGJKGB2			FDO1536P14V		
D4WDGB2			FDO1649X1XZ		
FH1FGB2			FDO1648R2D0		
FG1KGB2			FDO1648Z2Y3		
D4WJGB2			FDO1648R2CV		
D5CGGB2			FDO1649Z1T2		
FFYGGB2			FDO1649X1VN		
FGRJGB2			FDO1648R2CZ		
FGFGGB2			FDO1530V1NB		
FGQCGB2			FDO1535P0YZ		
FGQHGB2			FDO1536P0GG		
D4CGGB2			FDO1536K0FE		
D52JGB2			FDO1536K12A		
FGFHGB2			FDO1536P15C		
FGMHGB2			FDO1536K12B		
FGFKGB2			FDO1536P151		
FG0LGB2			FDO1536P15K		
D52HGB2			FDO1648R35J		

D4CJGB2			FDO1524Z00Y			
FGWKGB2			FDO1649Z1SY			
FG4FGB2			FOC1012Y14V			
D47FGB2						
FGQJGB2						
FGDFGB2						
D4MHGB2						
D4HKGB2						
FFZCGB2						
FGSCGB2						
FGVFGB2						
D4KJGB2						
D47HGB2						
FFSDGB2						
FGYKGB2						
FFRCGB2						
FGWDGB2						
FFTGB2						
FFNHGB2						
FGRDGB2						
FFPFGB2						
FFSFGB2						
FG2GGB2						
FGQFGB2						
FGHGGB2						
D4SJGB2						
FGSGGB2						
D4XKGB2						
FGBDGB2						
FGCDGB2						
FH0LGB2						
CK9FGB2						
FGBFGB2						
D4TDGB2						
FGPDGB2						
FGYFGB2						
FFZJGB2						
FFTFGB2						
D4GKGB2						
D4KHGB2						
FFYHGB2						
D55JGB2						
D52GGB2						

FG4KGB2						
D4FFGB2						
FG9HGB2						
D45DGB2						
FGGKGB2						
FG2JGB2						
D51LGB2						
FGZDGB2						
FG1LGB2						
FG9GGB2						
D4RDGB2						
D54FGB2						
FGXDGB2						
FG2FGB2						
FFSHGB2						
FG9FGB2						
FGDHGB2						
FFVCGB2						
fghjgb2						
FGSFGB2						
FGWCGB2						
FG3GGB2						
FG7KGB2						
FGMCGB2						
FGKFGB2						
D47KGB2						
D4LDGB2						
D4PKGB2						
D49DGB2						
FGVHGB2						
FGXCGB2						
FGVGGB2						
fh0hgb2						
D48JGB2						
FGHFGB2						
D4YGGB2						
FFXFGB2						
D4QJGB2						
D56DGB2						
D48FGB2						
FGFFGB2						
FFRFGB2						
D4TGGB2						

D4ZJGB2						
FGTKGB2						
D47GGB2						
D5CDGB2						
FGVCGB2						
D4MGGB2						
FG6DGB2						
FFWJGB2						
D4NCGB2						
FFQJGB2						
FFRJGB2						
FG9JGB2						
FGTCGB2						
FG5DGB2						
FGJJGB2						
FFPDGB2						
D4GDGB2						
FG8JGB2						
FGHDGB2						
FFXGGB2						
D4VFB2						
D58KGB2						
FG4GGB2						
FG4DGB2						
D4CDGB2						
D45KGB2						
FG6KGB2						
D56JGB2						
FG8HGB2						
D4BJGB2						
FGCHGB2						
D58DGB2						
D4QFGB2						
FFTKGB2						
FFYKGB2						
D57KGB2						
FGGJGB2						
FGWFGB2						
D54JGB2						
D46JGB2						
D4YCGB2						
FFTCGB2						
FGMFGB2						

D53HGB2						
D5BDGB2						
D59FGB2						
D57FGB2						
D4YDGB2						
FG2LGB2						
D4VKGB2						
D4JGGB2						
D4RGGB2						
FFWHGB2						
FG4JGB2						
FGBKGB2						
FGTHGB2						
D4QHGB2						
9CM1DH2						
9VYBDH2						
D4ZDGB2						
9CXXCH2						
9D0DDH2						
FGCFGB2						
FGKGGB2						
FGNFGB2						
D4CKGB2						
FGMJGB2						
FG5GGB2						
FGXHGB2						
FGNGGB2						
FGWGGB2						
9CJCDH2						
9VWBDH2						
FGRFGB2						
D58HGB2						
FGKKGB2						
9D4DDH2						
FG5KGB2						
FGDKGB2						
9CZ2DH2						
FG3HGB2						
D4YJGB2						
FG2HGB2						
FGNDGB2						
FGPJGB2						
D55HGB2						

FG7FGB2						
FGSHGB2						
FGXKGB2						
D4SHGB2						

## Surplus Items

### ESC Items

Verticle blueprint display rack

Drafting table

### Wilson Items

Computer desks-5

Student/Teacher chairs-19

Student desks-6

Adjustable shelf table

Sand/water table-2

Plastic child size picnic tables-2

File cabinets-4

Portable whiteboards-2

Violins-24

Violin racks-2

Laminator

# Bartlesville Public Schools

## Encumbrance Register

Year 2021-2022 Fund 01

### 01-2019 BOND-GENERAL PROJ - BEA LEASE PURCHASE

PO No	Date	Vendor	Description	Amount
106	08/12/2021	PERMA-BOUND BOOKS	BOOKS-215/JANE PHILLIPS MISC. BOOKS FOR THE LIBRARY SUCH AS: BRAVE LIKE THAT, BRIDE AND BOLD, FRESHWATER FISHING ETC. INCLUDES PROCESSING FEE \$10.00  PER QUOTE # L-17443101	798.58
107	08/12/2021	THOMPSON SCHOOL BOOK DEPOSITORY	STATE-ADOPTED-TEXTBOOK-000/CURR/ESC ELEMENTARY ADOPTION SOCIAL STUDIES TEXTBOOKS  PER ORDER FORM  SHIPPING	1,611.25
108	08/12/2021	SIGMA TECHNOLOGY FUND LLC DBA	TECHNOLOGY-RLDT-TECH-SRVCS-019/TECH/ESC BLANKET FOR KELLOGG & SOVEREIGN	12,032.38
109	08/12/2021	THOMPSON SCHOOL BOOK DEPOSITORY	STATE-ADOPTED-TEXTBOOK-028/CURR/ESC ELEMENTARY ADOPTION SOCIAL STUDIES TEXTBOOKS PER ORDER FORM  SHIPPING	7,184.42
110	08/16/2021	LAKESHORE EQUIPMENT COMPANY DBA	FURN/FIX-018/WAYSIDE (2) RAINBOW ADJUSTABLE RECTANGULAR TABLES 30 X 70" REWD CN343RD	538.00
111	08/16/2021	STAPLES CONTRACT & COMMERCIAL INC	FURN/FIX-018/WAYSIDE (1) ICEBERG OFFICE WORKS STORAGE CABINET BLACK ITEM # 736454	619.99
112	08/16/2021	OFFICE DEPOT, INC	VOID - WILL NOT BE USING	0.00
113	08/16/2021	JOHN E THOMPSON	PAINTING & GLAZING-018/ATHLETICS REPAINT THE OUTSIDE OF THE BASEBALL STADIUM PER QUOTE/PROPOSAL # 04-1790	33,709.00
114	08/16/2021	CDW-G	TECH-RLDT-SPLYS-215/MADISON (1) LASERJET PRO M404N PRINTER, W1A52A#BGJ HP PRINTER  PER QUOTE 1C5JK28	247.48
115	08/18/2021	THOMPSON SCHOOL BOOK DEPOSITORY	STATE-ADOPTED-TEXTBOOK-028/CURR/ESC SECONDARY ADOPTION SOCIAL STUDIES TEXTBOOKS  PER ORDER FORM  SHIPPING	3,303.08
116	08/19/2021	REP ENTERPRISES, LLC	OTHER-CONSTRUCT-SRVCS-018/FS/ESC INSTALL LED LIGHTING FOR RESTROOM RENOVATIONS AT WILSON, HOOVER, KANE & RANCH HEIGHTS (REPLACES PO 112022-426)  PER ESTIMATE # 6B2453	11,379.20
117	08/19/2021	ASBESTOS HANDLERS INC	OTHER-CONSTRUCT-SRVCS-018/FS/ESC REMOVAL OF ASBESTOS IN MAIN BOILER ROOM (REPLACES PO 112022-486)  PER QUOTE DATED 07/14/2021	41,200.00
118	08/19/2021	COMBAT BRANDS LLC DBA	COCURR-SPLYS-215/ATHLETICS/BHS BLANKET PO TO PURCHASE CHALK, RINGSIDE BOXING SPEED BAG ( MED.) & REPLACEMENT BLADDERS  SHIPPING	105.00

## Bartlesville Public Schools Encumbrance Register

Year 2021-2022 Fund 01

### 01-2019 BOND-GENERAL PROJ - BEA LEASE PURCHASE

PO No	Date	Vendor	Description	Amount
119	08/19/2021	GOPHER SPORT	COCURR-SPLYS-215/ATHLETICS/BHS (1) 48" CURL BAR PER QUOTE #: QT38535  SHIPPING	138.20
120	08/19/2021	DAN KELEHER	ENGINEER-SURVEY-SRVCS-000/FS/ESC BLANKET PO FOR GEOTECH WORK BELOW THE TRACK SURFACE	2,700.00
121	08/19/2021	FORMAL FASHIONS INC.	UNIFORMS-061/ORCHESTRA/BHS ORCHESTRA UNIFORMS PER QUOTE DATED 08/11/2021  SHIPPING	12,349.00
122	08/23/2021	FOLLETT SCHOOL SOLUTIONS, INC.	BOOKS-215/HOOVER BOOKS FOR THE LIBRARY  PER QUOTE ID 10652109  SHIPPING	658.35
123	08/24/2021	SCHOOL SPECIALTY INC.	FURN/FIX-215/JANE PHILLIPS (1) CLASSROOM OPEN FRONT DESK, ITEM # 7016358 18 X 24 PER CART # 1011621993	100.28
124	08/26/2021	CUNNINGHAM GRAPHICS	FURN/FIX-215/JANE PHILLIPS MISC. SIGNS FOR BEFORE AND AFTER SCHOOL TRAFFIC PER EMAIL QUOTE DATED 08/18/2021	200.00
125	08/30/2021	LAKESHORE EQUIPMENT COMPANY DBA	FURN/FIX-215/KANE TEACH & STORE CHART STAND, ITEM # AA343 FREE SHIPPING PER QUOTE B21421	284.05
126	08/30/2021	HIGHWAY MAN SIGNS LLC	COMMUNICATION-SRVCS-001/ATHLETICS/BHS DOOR WRAPS FOR ATHLETICS ESTIMATE 6837	5,305.00
127	08/30/2021	CDW-G	TECH-RLDT-SPLYS-001/ATHLETICS/BHS PRINTER FOR ATHLETICS HP COLOR LASERJET # 6262784  PER QUOTE 1C5PFG9	783.41
128	08/30/2021	PALEN MUSIC CENTER INC	INSTRUMENTS-061/IM/BHS (2) CANONICI 1/2 CELLO OUTFIT  PER PROPOSAL 4200220	1,698.00
129	08/31/2021	STAPLES CONTRACT & COMMERCIAL INC	FURN/FIX-018/WAYSIDE (2) HON 10700 SERIES 60" DOUBLE PEDESTAL DESK MAHOGANY (HON10771NN)  PER ORDER SUMMARY	1,429.58
130	09/01/2021	CREATIVE SOLUTIONS, INC.	UNIFORMS-061/BHS (14) COLORGUARD COSTUMES FALL 21 (1) CUSTOM DESIGN  PER ESTIMATE # 1700888615  SHIPPING	2,858.00
131	09/01/2021	CREATIVE SOLUTIONS, INC.	UNIFORMS-061/BHS	2,694.90

## Bartlesville Public Schools Encumbrance Register

Year 2021-2022 Fund 01

### 01-2019 BOND-GENERAL PROJ - BEA LEASE PURCHASE

PO No	Date	Vendor	Description	Amount
			MISC. CUSTOM FLAGS FOR COLORGUARD AS FOLLOWS: (15) CUSTOM 36 X 56 PRINTED FLAG (PART1) (27) CUSTOM ARC 46 X 116 SWING FLAGS (15) CUSTOM 36 X 56 PRINTED FLAGS (PART 3)  PER ESTIMATE # 1700888666  SHIPPING	
132	09/01/2021	CREATIVE SOLUTIONS, INC.	UNIFORMS-061/BHS (15) CUSTOM 2 x 20 PRINTED FLAGS (1) SET UP FEE \$35.00  PER ESTIMATE # 1700888665  SHIPPING	1,265.00
133	09/07/2021	S&S WORLDWIDE INC	GENL-SPLYS-215/MADISON MISC. GENERAL SUPPLIES AS FOLLOWS: (2) DODGEBALLS, W10060 (2) BASKETBALLS, W10586002 (2) BASKETBALLS OFFICIAL, W10586001 (1) WILSON FOOTBALL, JUNIOR, W14152003 (3) NYLON BADMINTON SHUTTLECOCKS, W3955 (4) VINYL COATED DUMBBELLS, W10151 (2) MIKASA 8 1/2" KICKBALL, W12262  OFFER CODE E5097 IF ORDERED BEFORE SEPT.12, 2021  PER CART	562.08
134	09/08/2021	3P LEARNING INC	TECH-RLDT-SPLYS-019/TECH/ESC (20) LICENSES FOR MATHSEEDS, 12 MONTH FOR WAYSIDE PER QUOTE NUMBER: Q-600206	112.00
135	09/08/2021	DIGICERT, INC	TECH-RLDT-SPLYS-019/TECH/ESC SITE SECURITY CERTIFICATE 2-YEAR SISTEST SERVER CERT	758.10
136	09/09/2021	EDMENTUM INC	TECH-RLDT-SPLYS-010/CURR/ESC (20) ADDITIONAL LICENESES FOR READING EGGS FOR WAYSIDE  PER ORDER NUMBER: Q-373823	160.00
137	09/09/2021	PERMA-BOUND BOOKS	BOOKS-215/MADISON MISC. BOOKS FOR LIBRARY LESS PROMO DISCOUNT OKS78 -\$15.00  PER ORDER NUMBER L-17458391	336.44
138	09/15/2021	FIRST THOUGHT, INC.	FURN/FIX-019/TECH/ESC ACRYLIC BRUIN SIGNAGE & (1 SET OF 4) BRACKETS  PER PRICE QUOTE DATED 06/22/2021	437.00

**Report Total: \$147,557.77**

**Bartlesville Public Schools  
Encumbrance Register**

Year 2021-2022 Fund 02

**02-2019 BOND-TRANSPORTATION - BEA LEASE  
PURCHASE**

<b>PO No</b>	<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
2	08/25/2021	SCHOOL BUS SAFETY COMPANY	PROF-EMPLOY-TRNG-SRVCS-011/TRANS DRIVER TRAINING COURSE - THUMB DRIVE  PER QUOTE WITH EXPRIATION DATE 09/23/2021	5,240.00
3	08/26/2021	GB AUTO SERVICE INC DBA	OTHER EQUIP VEHICLE -SRVCS/BUS-SPLYS-041/TRANSP BLANKET PO FOR MISC. AUTO AND BUS TIRES AND LABOR ETC.	1,000.00
4	08/26/2021	GB AUTO SERVICE INC DBA	OTHER-EQUIP-VEHICLE-SRVCS-011/TRANS BLANKET PO FOR MISC. AUTO AND BUS TIRES AND LABOR ETC.	5,000.00

**Report Total: \$11,240.00**

Bartlesville Public Schools  
Gifted/Talented Local Advisory Committee Membership  
2021-2022

Ken Copeland – Principal

Jordan Ihrig - Elementary Parent

Lisa Cary - Secondary Parent

Jason Langham - District Administrator

Rene Burns - Principal

Todd Rhoades – Teacher

Dianne Martinez - District Administrator

**BARTLESVILLE PUBLIC SCHOOLS  
ACTIVITY FUND TRANSFER**

Site Name High School Site # 705 Date 08-30-2021

Explanation for Transfer:

Combine French club + Spanish clubs to one  
Entity named "World Language"

Transfer Coding Information:

PRJ	FUNCT	OBJ	PRG	SUBJ	JOB	SITE	INCREASE \$ +	DECREASE \$ -
917			900			705	\$227.74	
845			900			705		\$227.74

Transfer Requested By Kristina Angillo Suzanne Williams Michael

Date Approved by Board of Education \_\_\_\_\_

Date Transfer Entered \_\_\_\_\_



BARTLESVILLE PUBLIC SCHOOLS 2020-2021

APPLICATIONS FOR SANCTIONING

School Board Meeting September 20, 2021

- |  |         |
|--|---------|
| 1. Ranch Heights PTO                         | Page 2  |
| 2. Wayside PSA                               | Page 7  |
| 3. Bartlesville FFA Alumni & Supporters, Inc | Page 13 |
| 4. BHS Pom                                   | Page 17 |
| 5. Bville Bruins Special Athletic Assoc      | Page 21 |

**BARTLESVILLE PUBLIC SCHOOLS**  
**ORGANIZATION/ASSOCIATION FINANCIAL STATEMENT**  
**UNAUDITED**

Name of Organization/Association: Ranch Heights PTO

**FINANCIAL ACTIVITY FOR SCHOOL YEAR 2020-2021**

Beginning Cash Balance, July 1, 2020 \$ 35,606

Collections:

Fundraiser, Merchandise Sales, Etc.	\$ 32,390
Donations	\$ 1,620
Contributions	\$ 1,034
Other (list)	\$
Library	\$ 6,320
	\$
	\$

Total Collections \$ 41,365

Expenditures:

Fund Raising Expenses	\$ 3,966
Supplies/Materials	\$
Advertising	\$
Postage, Mailings, Etc.	\$
Equipment	\$
Donations/Contributions	\$ 12,466
Other (list) Other Op	\$ 106
Library	\$ 5,061
Teacher Stipends	\$ 8,219
Yearbook	\$ 464

Total Expenditures \$ 30,281

Ending Cash Balance, June 30, \_\_\_\_\_, 2021 \$ 46,690

I, the undersigned officer of the above-named organization/association, do hereby certify that this is a true and complete representation of the organization's financial activity for the 2019-2020 school year, to the best of my knowledge and belief. I further certify that, in accordance with policy of the Bartlesville Board of Education, I/we may be required to submit further financial information on the organization/association at the request of the Board of Education, and the failure to do so may result in revocation of the Board's sanctioning approval.

Sara R Jones 8/11/2021  
 Officer/Director Date  
 Treasurer \_\_\_\_\_  
 Title \_\_\_\_\_

Received and reviewed by Bartlesville Public Schools:

David Boggs, Preston Birk 8-12-21  
 Chief Financial Officer, Financial Services Date

Sara Vermeire 8/12/21  
 Activity Fund Custodian Date

# Ranch Heights Elementary School PTO

Profit and Loss  
July 2020 - June 2021

	TOTAL
Income	
Amazon Smiles	131.10
Class Party Donations	525.00
Donations	1,620.00
FundRaisers	0.00
Discount Cards	7,046.00
Jog-athon	13,806.25
Pickles and Popcorn	9,635.07
Spirit Sales	1,902.50
<b>Total FundRaisers</b>	<b>32,389.82</b>
Library Fund--Book Fair INC	6,320.43
Other Types of Income	0.00
Miscellaneous Revenue	378.37
<b>Total Other Types of Income</b>	<b>378.37</b>
<b>Total Income</b>	<b>\$41,364.72</b>
<b>GROSS PROFIT</b>	<b>\$41,364.72</b>
Expenses	
Fundraiser Expenses	0.00
Discount Cards	455.00
Jog-athon	500.00
Pickles and Popcorn	3,010.86
<b>Total Fundraiser Expenses</b>	<b>3,965.86</b>
Library Fund PTO	905.92
Library Fund--Book Fair EXP	4,155.46
Meeting Approved Expense	8,120.76
Operations	0.00
Bank Fees/Charges	105.50
<b>Total Operations</b>	<b>105.50</b>
PTO Service Programs	0.00
Class Parties	678.57
Landscaping	219.17
Staff Appreciation/Hospitality	3,263.68
Student Needs	138.48
Teacher Stipends	44.76
<b>Total PTO Service Programs</b>	<b>4,344.66</b>
Teacher Stipends	8,218.77
Yearbook EXP	463.60
<b>Total Expenses</b>	<b>\$30,280.53</b>
<b>NET OPERATING INCOME</b>	<b>\$11,084.19</b>
<b>NET INCOME</b>	<b>\$11,084.19</b>

BARTLESVILLE PUBLIC SCHOOLS

APPLICATION FOR SANCTIONING

UNDER OKLAHOMA STAT. TITLE 5-129.1 (HB 2107)

This is a request for sanctioning by the Applicant to the Board of Education of Bartlesville, Oklahoma, pursuant to which the funds collected by the Applicant are exempt from the statutory controls over school activity funds. The Applicant is a student achievement program or a parent-teacher association or organization.

Name of Applicant: Ranch Heights PTO

Applicant's Address: 5101 Woodland Rd. Bartlesville, OK 74006

Applicant's Taxpayer I.D. Number: 73-1327882

Applicant's Representative from whom additional information may be obtained: Sara Jones

Applicant's Telephone Number: (918) 333-3810 (school) (918) 841-6600 (Sara)

Applicant's Purpose, Goals, and Organizational Structure: To promote the welfare of children in the school, home, and community. To promote close communication, understanding, and cooperation among the students, faculty, and parents. To support and improve the school environment.

Describe how the school district and its students will benefit if the applicant is sanctioned: The school receives financial support for field trips, teacher stipends, special projects, as well as supporting teachers through appreciation events. PTO also volunteers at the school.

Applicant certifies that it does not and will not discriminate with respect to its benefits, membership, programs, operation, or organization on the basis of race, gender, age, religion, national origin or disability.

Applicant acknowledges that the Board of Education has the discretion to sanction or decline the applicant, and the decision of Board of Education is final and non-appealable. Applicant further acknowledges that (a) the Board of Education may, at any time, request the records maintained by the Applicant, which the Applicant will promptly make available, and (b) the Board of Education may, at any time it believes it is in the best interests of the school district to do so, withdraw sanctioning, and the decision of the Board of Education is final and non-appealable.

Applicant also acknowledges that, in order for the school district to consider whether to maintain the sanctioning action of Applicant, Applicant shall provide to the Board of Education, upon request, on an annual basis, by July 1 of each year, the audit report, if any, for Applicant's recently ended fiscal year, prepared by an independent accounting firm.

INSTRUCTIONS FOR COMPLETING APPLICATION:

1. Complete this application, the Insurance Coverage Form, and the attached financial statement.  
Please print or type. If necessary, use additional sheets of paper.
2. Sign and date this application.
3. Deliver this application to:

**Sara Vermeire  
Bartlesville Public Schools  
1100 S. Jennings  
P.O. Box 1357  
Bartlesville, OK 74005-1357**

Ranch Heights PTO

Applicant (Organization Name)

By: Sara Jones

Date: 8/11/2021

**BARTLESVILLE PUBLIC SCHOOLS**  
**Organization/Association Insurance Coverage Information**

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Check here if your Organization/Association currently **doesn't** hold any insurance policies

❖ If applicable please provide the following information on the various insurance policies taken out by your organization.

Organization/Association Name: \_\_\_\_\_

Type of Insurance	Insurer	Broker/ Agent	Coverage Limits	Deductibles/ Coinsurance

Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

**BARTLESVILLE PUBLIC SCHOOLS  
ORGANIZATION/ASSOCIATION FINANCIAL STATEMENT  
UNAUDITED**

Name of Organization/Association: Wayside Parent Support Association

**FINANCIAL ACTIVITY FOR SCHOOL YEAR 2020-2021**

Beginning Cash Balance, July 1, 2020 \$ 116,071.00

Collections:	
Fundraiser, Merchandise Sales, Etc.	\$ _____
Donations	\$ _____
Contributions	\$ _____
Other (list)	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

← see attached

Total Collections \$ 50,477.24

Expenditures:	
Fund Raising Expenses	\$ _____
Supplies/Materials	\$ _____
Advertising	\$ _____
Postage, Mailings, Etc.	\$ _____
Equipment	\$ _____
Donations/Contributions	\$ _____
Other (list)	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

← see attached

Total Expenditures \$ 56,522.78

Ending Cash Balance, June 30, 2021 \$ 110,025.46

I, the undersigned officer of the above-named organization/association, do hereby certify that this is a true and complete representation of the organization's financial activity for the 2020-2021 school year, to the best of my knowledge and belief. I further certify that, in accordance with policy of the Bartlesville Board of Education, I/we may be required to submit further financial information on the organization/association at the request of the Board of Education, and the failure to do so may result in revocation of the Board's sanctioning approval.

Katie RUDDICK 9-8-21  
Officer/Director Date  
Treasurer  
Title

Received and reviewed by Bartlesville Public Schools:  
David Boggs, Preston Birk 9-8-21  
Chief Financial Officer, Financial Services Date

Sara Vermeire 9/8/21  
Activity Fund Custodian Date

Income/Expense by Category

7/1/2020 through 6/30/2021

9/8/2021

Page 1

Category	7/1/2020-7/31/2020	8/1/2020-8/31/2020	9/1/2020-9/30/2020	10/1/2020-10/31/2020	11/1/2020-11/30/2020	12/1/2020-12/31/2020	1/1/2021-1/31/2021	2/1/2021-2/28/2021
<b>INCOME</b>								
Box Tops - Income	0.00	0.00	0.00	151.30	0.00	0.00	190.40	0.00
Dining Income	0.00	0.00	0.00	167.00	0.00	0.00	150.00	0.00
Donations-Income	0.00	29.99	149.67	82.61	76.87	509.34	2,506.69	108.71
Interest - Income	4.25	4.25	4.11	2.47	2.06	2.13	1.58	1.15
Library - Income	0.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00
School Supplies - Income	0.00	0.00	0.00	370.71	0.00	0.00	0.00	0.00
Spring Fundraiser - Income	0.00	0.00	0.00	0.00	0.00	0.00	102.80	0.00
T-Shirt - Income	0.00	0.00	0.00	0.00	0.00	0.00	4,019.17	0.00
Walk-a-Thon - Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Yearbook - Income	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00
<b>TOTAL INCOME</b>	<b>4.25</b>	<b>34.24</b>	<b>153.78</b>	<b>794.09</b>	<b>78.93</b>	<b>511.47</b>	<b>7,470.64</b>	<b>109.86</b>
<b>EXPENSES</b>								
5th Grade Promo	445.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Charity*Donations	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Field Day - Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hospitality - Expense	0.00	343.75	793.05	1,151.25	239.24	601.50	0.00	20.00
Library - Expense	0.00	9.99	0.00	288.14	0.00	0.00	0.00	2,573.26
Operations - Expense	438.27	290.00	0.00	725.00	830.50	0.00	100.00	0.00
Teacher & Principal Recurring - Expe...	0.00	0.00	0.00	3,557.09	0.00	0.00	0.00	270.00
Teacher & Principal Request - Expense	0.00	0.00	828.75	1,055.17	0.00	516.74	0.00	0.00
Teacher Stipends - Expense	0.00	9,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Thomas Charitable Fund - Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,272.40
Walk-a-Thon - Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,186.00
Walk-a-Thon - Prior Year Utilization	5,935.00	0.00	0.00	0.00	0.00	1,242.98	0.00	0.00
Water Bottles - Expense	0.00	1,319.22	0.00	0.00	0.00	0.00	0.00	0.00
Yearbook - Expense	0.00	0.00	0.00	4,345.51	0.00	0.00	0.00	0.00
<b>TOTAL EXPENSES</b>	<b>6,818.45</b>	<b>10,962.96</b>	<b>1,621.80</b>	<b>11,122.16</b>	<b>1,069.74</b>	<b>2,361.22</b>	<b>100.00</b>	<b>7,321.66</b>
<b>OVERALL TOTAL</b>	<b>-6,814.20</b>	<b>-10,928.72</b>	<b>-1,468.02</b>	<b>-10,328.07</b>	<b>-980.81</b>	<b>-1,849.75</b>	<b>7,370.64</b>	<b>-7,211.80</b>

Income/Expense by Category

7/1/2020 through 6/30/2021

9/8/2021	3/1/2021- 3/31/2021	4/1/2021- 4/30/2021	5/1/2021- 5/31/2021	6/1/2021- 6/30/2021	OVERALL TOTAL
	0.00	0.00	0.00	0.00	341.70
	0.00	0.00	0.00	0.00	317.00
	4.67	4.67	91.93	0.00	3,565.15
	1.28	1.28	1.28	1.23	27.02
	4,957.74	0.00	0.00	0.00	5,457.74
	0.00	0.00	0.00	0.00	370.71
	0.00	0.00	0.00	0.00	102.80
	0.00	0.00	0.00	0.00	4,019.17
	275.00	1,449.74	33,320.22	1,210.99	36,255.95
	0.00	0.00	0.00	0.00	20.00
	<b>5,238.69</b>	<b>1,455.64</b>	<b>33,413.43</b>	<b>1,212.22</b>	<b>50,477.24</b>
	0.00	0.00	0.00	893.90	1,339.08
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	2,833.49	0.00	2,833.49
	160.00	165.00	2,417.95	0.00	5,891.64
	2,361.47	1,130.00	0.00	0.00	6,362.86
	0.00	0.00	267.99	28.64	2,680.40
	0.00	0.00	0.00	0.00	3,827.09
	1,379.94	21.78	0.00	0.00	3,802.38
	0.00	0.00	0.00	0.00	9,000.00
	0.00	0.00	0.00	0.00	2,272.40
	500.80	680.78	1,363.20	0.00	4,730.78
	0.00	0.00	0.00	939.95	8,117.93
	0.00	0.00	0.00	0.00	1,319.22
	0.00	0.00	0.00	0.00	4,345.51
	<b>4,402.21</b>	<b>1,997.56</b>	<b>6,882.53</b>	<b>1,862.49</b>	<b>56,522.78</b>
	836.48	-541.92	26,530.90	-650.27	-6,045.54

BARTLESVILLE PUBLIC SCHOOLS

APPLICATION FOR SANCTIONING

UNDER OKLAHOMA STAT. TITLE 5-129.1 (HB 2107)

This is a request for sanctioning by the Applicant to the Board of Education of Bartlesville, Oklahoma, pursuant to which the funds collected by the Applicant are exempt from the statutory controls over school activity funds. The Applicant is a student achievement program or a parent-teacher association or organization.

Name of Applicant:

Wayside Parent Support Association  
(WPSA)

Applicant's Address:

3000 Wayside Dr  
Bartlesville, OK 74006

Applicant's Taxpayer I.D. Number:

31-1728971

Applicant's Representative from whom  
additional information may be obtained:

Katie Ruddick + John Saltsman

Applicant's Telephone Number:

918-261-4465 + 918-939-8015

Applicant's Purpose, Goals, and

Organizational Structure:

To support wayside in  
cooperation with faculty. To promote a sense of  
community and to provide a strong communication  
link between the parent body and the school

Describe how the school district and its  
students will benefit if the applicant is  
sanctioned:

WPSA provides yearly classroom  
stipends to teachers, pays for field trips and ~~various~~ various  
activities and supplies throughout the year.

Applicant certifies that it does not and will not discriminate with respect to its benefits, membership, programs, operation, or organization on the basis of race, gender, age, religion, national origin or disability.

Applicant acknowledges that the Board of Education has the discretion to sanction or decline the applicant, and the decision of Board of Education is final and non-appealable. Applicant further acknowledges that (a) the Board of Education may, at any time, request the records maintained by the Applicant, which the Applicant will promptly make available, and (b) the Board of Education may, at any time it believes it is in the best interests of the school district to do so, withdraw sanctioning, and the decision of the Board of Education is final and non-appealable.

Applicant also acknowledges that, in order for the school district to consider whether to maintain the sanctioning action of Applicant, Applicant shall provide to the Board of Education, upon request, on an annual basis, by July 1 of each year, the audit report, if any, for Applicant's recently ended fiscal year, prepared by an independent accounting firm.

INSTRUCTIONS FOR COMPLETING APPLICATION:

1. Complete this application, the Insurance Coverage Form, and the attached financial statement.  
Please print or type. If necessary, use additional sheets of paper.
2. Sign and date this application.
3. Deliver this application to:

Sara Vermeire  
Bartlesville Public Schools  
1100 S. Jennings  
P.O. Box 1357  
Bartlesville, OK 74005-1357

Wayside Parent Support Association  
Applicant (Organization Name)

By: Katie Ruedel

Date: 9-8-21

**BARTLESVILLE PUBLIC SCHOOLS**  
Organization/Association Insurance Coverage Information



Check here if your Organization/Association currently doesn't hold any insurance policies

❖ If applicable please provide the following information on the various insurance policies taken out by your organization.

Organization/Association Name: \_\_\_\_\_

Type of Insurance	Insurer	Broker/ Agent	Coverage Limits	Deductibles/ Coinsurance

Completed by: Katu Rudolph Date: 9.8.21



BARTLESVILLE PUBLIC SCHOOLS

APPLICATION FOR SANCTIONING

UNDER OKLAHOMA STAT. TITLE 5-129.1 (HB 2107)

This is a request for sanctioning by the Applicant to the Board of Education of Bartlesville, Oklahoma, pursuant to which the funds collected by the Applicant are exempt from the statutory controls over school activity funds. The Applicant is a student achievement program or a parent-teacher association or organization.

Name of Applicant: Bartlesville FFA Alumni and Supporters, Inc.

Applicant's Address: 1700 Hillcrest Drive  
Bartlesville, OK 74003

Applicant's Taxpayer I.D. Number: 86-1354118

Applicant's Representative from whom additional information may be obtained: Marty Jones

Applicant's Telephone Number: 918-798-7752

Applicant's Purpose, Goals, and Organizational Structure: See attached Certificate of Incorporation & Bylaws.

Describe how the school district and its students will benefit if the applicant is sanctioned: Bartlesville FFA Alumni and Supporters, Inc, support the Bartlesville Agricultural Education Program through programming, fundraising, promotion, and developing community connections to benefit all students enrolled in the Ag Program.

Applicant certifies that it does not and will not discriminate with respect to its benefits, membership, programs, operation, or organization on the basis of race, gender, age, religion, national origin or disability.

Applicant acknowledges that the Board of Education has the discretion to sanction or decline the applicant, and the decision of Board of Education is final and non-appealable. Applicant further acknowledges that (a) the Board of Education may, at any time, request the records maintained by the Applicant, which the Applicant will promptly make available, and (b) the Board of Education may, at any time it believes it is in the best interests of the school district to do so, withdraw sanctioning, and the decision of the Board of Education is final and non-appealable.

Applicant also acknowledges that, in order for the school district to consider whether to maintain the sanctioning action of Applicant, Applicant shall provide to the Board of Education, upon request, on an annual basis, by July 1 of each year, the audit report, if any, for Applicant's recently ended fiscal year, prepared by an independent accounting firm.

INSTRUCTIONS FOR COMPLETING APPLICATION:

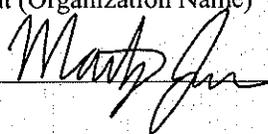
1. Complete this application, the Insurance Coverage Form, and the attached financial statement.  
Please print or type. If necessary, use additional sheets of paper.
2. Sign and date this application.
3. Deliver this application to:

**Sara Vermeire  
Bartlesville Public Schools  
1100 S. Jennings  
P.O. Box 1357  
Bartlesville, OK 74005-1357**

**Bartlesville FFA Alumni and Supporters Inc.**

Applicant (Organization Name)

By:



Date:

**08/01/21**

**BARTLESVILLE PUBLIC SCHOOLS**  
**Organization/Association Insurance Coverage Information**

---



Check here if your Organization/Association currently doesn't hold any insurance policies

❖ If applicable please provide the following information on the various insurance policies taken out by your organization.

Organization/Association Name: \_\_\_\_\_

Type of Insurance	Insurer	Broker/ Agent	Coverage Limits	Deductibles/ Coinsurance

Completed by:                     *Mark J...*                     Date: 08/01/21

**BARTLESVILLE PUBLIC SCHOOLS  
ORGANIZATION/ASSOCIATION FINANCIAL STATEMENT  
UNAUDITED**

Name of Organization/Association: BHS POM

**FINANCIAL ACTIVITY FOR SCHOOL YEAR 2020-2021**

Beginning Cash Balance, July 1, 2020 \$ 9145.31

Collections:

Fundraiser, Merchandise Sales, Etc.	\$	<u>18184.65</u>
Donations	\$	
Contributions	\$	
Other (list)	\$	
<u>Activity Fees</u>	\$	<u>4800.00</u>
<u>Costumes/Clothing</u>	\$	<u>5936.12</u>

Total Collections \$ 28920.77

Expenditures:

Fund Raising Expenses	\$	<u>7137.90</u>
Supplies/Materials	\$	
Advertising	\$	
Postage, Mailings, Etc.	\$	
Equipment	\$	
Donations/Contributions	\$	
Other (list)	\$	
<u>Costumes</u>	\$	<u>5936.12</u>
<u>Competition Fees</u>	\$	<u>4593.41</u>
<u>Choreography of Mys. C. Mix</u>	\$	<u>4300.00</u>
<u>Senior Dinner/Banquet</u>	\$	<u>2745.00</u>

Total Expenditures \$ 24712.03

Ending Cash Balance, June 30, 2021 \$ 13354.05

I, the undersigned officer of the above-named organization/association, do hereby certify that this is a true and complete representation of the organization's financial activity for the 2019-2020 school year, to the best of my knowledge and belief. I further certify that, in accordance with policy of the Bartlesville Board of Education, I/we may be required to submit further financial information on the organization/association at the request of the Board of Education, and the failure to do so may result in revocation of the Board's sanctioning approval.

Mead Hartman 8/14/21  
Officer/Director Date

Treasurer  
Title

Received and reviewed by Bartlesville Public Schools:

Preston Birk 8-16-21  
~~David Boggs~~ Date  
Chief Financial Officer, Financial Services

Sara Vermeire 8/16/21  
Sara Vermeire, Date  
Activity Fund Custodian

BARTLESVILLE PUBLIC SCHOOLS

APPLICATION FOR SANCTIONING

UNDER OKLAHOMA STAT. TITLE 5-129.1 (HB 2107)

This is a request for sanctioning by the Applicant to the Board of Education of Bartlesville, Oklahoma, pursuant to which the funds collected by the Applicant are exempt from the statutory controls over school activity funds. The Applicant is a student achievement program or a parent-teacher association or organization.

Name of Applicant: BHS POM Team

Applicant's Address: 1700 Hillcrest  
Bartlesville, OK 74003

Applicant's Taxpayer I.D. Number: 801018852

Applicant's Representative from whom additional information may be obtained: Mead Hartman

Applicant's Telephone Number: 918-440-4407

Applicant's Purpose, Goals, and Organizational Structure:

BHS Pom is a school spirit and competition team. The team participates in school functions to lead the school spirit. Along with they compete at dance competitions. Money raised is to support the team in the above stated activities.

Describe how the school district and its students will benefit if the applicant is sanctioned:

BHS Pom is a spirit team that will lead the students in supporting school activities and will be positive role model for the student body.

Applicant certifies that it does not and will not discriminate with respect to its benefits, membership, programs, operation, or organization on the basis of race, gender, age, religion, national origin or disability.

Applicant acknowledges that the Board of Education has the discretion to sanction or decline the applicant, and the decision of Board of Education is final and non-appealable. Applicant further acknowledges that (a) the Board of Education may, at any time, request the records maintained by the Applicant, which the Applicant will promptly make available, and (b) the Board of Education may, at any time it believes it is in the best interests of the school district to do so, withdraw sanctioning, and the decision of the Board of Education is final and non-appealable.

Applicant also acknowledges that, in order for the school district to consider whether to maintain the sanctioning action of Applicant, Applicant shall provide to the Board of Education, upon request, on an annual basis, by July 1 of each year, the audit report, if any, for Applicant's recently ended fiscal year, prepared by an independent accounting firm.

INSTRUCTIONS FOR COMPLETING APPLICATION:

1. Complete this application, the Insurance Coverage Form, and the attached financial statement.  
Please print or type. If necessary, use additional sheets of paper.
2. Sign and date this application.
3. Deliver this application to:

**Sara Vermeire  
Bartlesville Public Schools  
1100 S. Jennings  
P.O. Box 1357  
Bartlesville, OK 74005-1357**

BHS Pom Team  
Applicant (Organization Name)

By: Meredith

Date: 8/14/21

**BARTLESVILLE PUBLIC SCHOOLS**  
**Organization/Association Insurance Coverage Information**

---



Check here if your Organization/Association currently **doesn't** hold any insurance policies

❖ If applicable please provide the following information on the various insurance policies taken out by your organization.

Organization/Association Name: BHS POM

Type of Insurance	Insurer	Broker/ Agent	Coverage Limits	Deductibles/ Coinsurance

Completed by: [Signature] Date: 8/14/21

**BARTLESVILLE PUBLIC SCHOOLS**  
**ORGANIZATION/ASSOCIATION FINANCIAL STATEMENT**  
**UNAUDITED**

Name of Organization/Association: BBSAA

**FINANCIAL ACTIVITY FOR SCHOOL YEAR 2020-2021**

Beginning Cash Balance, July 1, 2020 \$ 7,102.99

Collections:

Fundraiser, Merchandise Sales, Etc.	\$ <u>4,011.42</u>
Donations	\$ _____
Contributions	\$ _____
Other (list)	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Collections \$ \$4,011.42

Expenditures:

Fund Raising Expenses	\$ <u>643.67</u>
Supplies/Materials	\$ <u>273.97</u>
Advertising	\$ _____
Postage, Mailings, Etc.	\$ _____
Equipment	\$ _____
Donations/Contributions	\$ _____
Other (list)	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

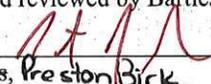
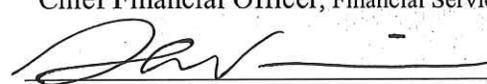
Total Expenditures \$ 917.64

Ending Cash Balance, 6/30/21, 2021 \$ \$ 10,196.77

I, the undersigned officer of the above-named organization/association, do hereby certify that this is a true and complete representation of the organization's financial activity for the 2020-2021 school year, to the best of my knowledge and belief. I further certify that, in accordance with policy of the Bartlesville Board of Education, I/we may be required to submit further financial information on the organization/association at the request of the Board of Education, and the failure to do so may result in revocation of the Board's sanctioning approval.

<u>Susan Droz</u>	<u>9/10/21</u>
Officer/Director	Date
President	
Title	

Received and reviewed by Bartlesville Public Schools:

	<u>9-13-21</u>
<u>David Boggs, Preston Birk</u>	Date
Chief Financial Officer, Financial Services	
	<u>9/13/21</u>
<u>Sara Vermeire,</u>	Date
Activity Fund Custodian	

# BARTLESVILLE PUBLIC SCHOOLS

## APPLICATION FOR SANCTIONING

### UNDER OKLAHOMA STAT. TITLE 5-129.1 (HB 2107)

This is a request for sanctioning by the Applicant to the Board of Education of Bartlesville, Oklahoma, pursuant to which the funds collected by the Applicant are exempt from the statutory controls over school activity funds. The Applicant is a student achievement program or a parent-teacher association or organization.

Name of Applicant: BBSAA - Bartlesville Bruins Special Athletic Association

Applicant's Address: 1936 Limestone Road  
Bartlesville, OK 74006

Applicant's Taxpayer I.D. Number: 81-4360624

Applicant's Representative from whom additional information may be obtained: Susan Droz

Applicant's Telephone Number: 918-397-4850

Applicant's Purpose, Goals, and Organizational Structure: To assist BPC Special Olympics Team in meeting required funding needed for programs and events. We do this through parent/donor participation in a effort to further the success of Special Olympics Athletes and to enrich their experience of competing among peers.

Describe how the school district and its students will benefit if the applicant is sanctioned: BBSAA helps to supplement (or pays for in some cases) funding for SO expenses such as: entry fees, lodging, equipment, uniforms, transportation, miscellaneous expenses, meals and event fees for both local and State games in May of each year. Our goal is to help provide the most positive experience for our special needs children in the BPS District.

Applicant certifies that it does not and will not discriminate with respect to its benefits, membership, programs, operation, or organization on the basis of race, gender, age, religion, national origin or disability.

Applicant acknowledges that the Board of Education has the discretion to sanction or decline the applicant, and the decision of Board of Education is final and non-appealable. Applicant further acknowledges that (a) the Board of Education may, at any time, request the records maintained by the Applicant, which the Applicant will promptly make available, and (b) the Board of Education may, at any time it believes it is in the best interests of the school district to do so, withdraw sanctioning, and the decision of the Board of Education is final and non-appealable.

Applicant also acknowledges that, in order for the school district to consider whether to maintain the sanctioning action of Applicant, Applicant shall provide to the Board of Education, upon request, on an annual basis, by July 1 of each year, the audit report, if any, for Applicant's recently ended fiscal year, prepared by an independent accounting firm.

INSTRUCTIONS FOR COMPLETING APPLICATION:

1. Complete this application, the Insurance Coverage Form, and the attached financial statement.  
Please print or type. If necessary, use additional sheets of paper.
2. Sign and date this application.
3. Deliver this application to:

**Sara Vermeire  
Bartlesville Public Schools  
1100 S. Jennings  
P.O. Box 1357  
Bartlesville, OK 74005-1357**

BBSAA

\_\_\_\_\_  
Applicant (Organization Name)

By: Susan Droz

Date: 9-10-11

**BARTLESVILLE PUBLIC SCHOOLS**  
**Organization/Association Insurance Coverage Information**

---



Check here if your Organization/Association currently **doesn't** hold any insurance policies

❖ If applicable please provide the following information on the various insurance policies taken out by your organization.

Organization/Association Name: BBSAA

Type of Insurance	Insurer	Broker/ Agent	Coverage Limits	Deductibles/ Coinsurance

Completed by: Susan Droz Date: 9/10/21

**School District  
2021-2022 Estimate of Needs  
and  
Financial Statement of the Fiscal Year 2020-2021**

**Board of Education of Bartlesville Public Schools  
District No. I-30  
County of Washington  
State of Oklahoma**

To the Excise Board of said County and State, Greetings:

Pursuant to the requirements of 68 O. S. 2001 Section 3002, we submit herewith, for your consideration the within statement of the financial condition of the Board of Education of Bartlesville Public Schools, District No. I-30, County of Washington, State of Oklahoma for the fiscal year beginning July 1, 2021, and ending June 30, 2022, together with an itemized statement of the estimated Income and Probable Needs of said School District for the ensuing fiscal year. We have separately prepared, executed and submit Financial Statements for the Fiscal Year so terminated, and Estimate of Requirements for the ensuing Fiscal Year, for such Sinking Fund, if any, as pertains to this District for the Bond, Coupon, and Judgment indebtedness, if any, outstanding and unpaid as of June 30, 2022, and also for the Sinking Fund of any disorganized District whose area or the major portion thereof is now embraced within the boundaries of this District; and this Certificate is as applicable thereto as if fully embodied therein. The same have been prepared in conformity with Statute.

Two copies of this Financial Statement and Estimate of Needs should be filed with the County Clerk not later than September 30 for all School Districts. One complete signed copy must be sent to the State Auditor and Inspector, 2300 N. Lincoln Blvd Room 100, Oklahoma City, OK 73105-4801 and one copy will be retained by the County Clerk. If publication may not be had by date required for filing, affidavit and proof of publication are required to be attached within five days after date of filing.

Prepared by: Jenkins & Kemper, CPAs, P.C.

Submitted to the Washington County Excise Board

This \_\_\_\_\_ Day of \_\_\_\_\_, 2021

School Board Member's Signatures

Chairman: _____	Clerk: _____
Member: _____	Member: _____
Member: _____	Member: _____
Member: _____	Member: _____
Member: _____	Member: _____
Treasurer: _____	

Affidavit of Publication

State of Oklahoma, County of Washington

I, \_\_\_\_\_, the undersigned duly qualified and acting Clerk of the Board of Education of Bartlesville Public Schools, School District No. I-30, County and State aforesaid, being first duly sworn according to law, hereby depose and say:

1. That I complied with 68 O. S. 2001 Section 3002, (both independent and dependent) by having the within Financial Statement and Estimate of Needs which was prepared at the time and in the manner provided by law, published as required by law, in a legally-qualified newspaper of general circulation in the district, there being no legally-qualified newspaper published in the school district, as evidenced by a copy of such published statement and estimate together with proof of publication thereof attached hereto marked Exhibit No. 1 and made a part hereof (strike inapplicable phrases).
2. That I complied with currently effective statutes, by having the Notice of Emergency Levy Election and the call for such Election on the date hereinbefore certified by the Governing Board, the Itemized Statements and the Itemized Estimate of the amount necessary for the ensuing fiscal year requiring such emergency levy for the current expense purposes as prepared by the Board of Education duly published or posted, as the case may be, in full compliance with law for this class of school district, and as provided by law duly made public in the manner and at the time provided by law, for this class of district and in all respects according to law, in relation to said election on such emergency levy as hereinbefore certified by said Governing Board.
3. That I complied with the statute by having published or posted (if required for this class of district) the notice of local support levy election, and the call for such election on the date hereinbefore certified by the Board of Education. That the Estimate of Needs as prepared by the Board of Education required such local support levy in addition to other tax levies, to fully meet the current expense purposes of the school district for the ensuing year.
4. That in conformity to resolution by said Board of Education, I caused Notice of Building Fund Levy Election under the provisions of Article 10, Section 10, Oklahoma Constitution, and the Call of such Election on the date hereinbefore certified by the Governing Board, together with Itemized Statements and an Estimate of the amount necessary for the ensuing fiscal year requiring such levy for the purpose of erecting, remodeling or repairing school buildings, and for purchasing school furniture, in said District, published or posted to contain such Notice and Call, fixing the number of voting places and particularly describing each and every such place or places, and fixing the day on which such election should be had after the expiration of such notice, duly published or posted as is required by law for this class of district.

\_\_\_\_\_  
Clerk, Board of Education

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Secretary and Clerk of Excise Board  
Washington County, Oklahoma

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GENERAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT 'A'

Schedule 1: Current Balance Sheet for June 30, 2021		Amount
<b>ASSETS:</b>		
Cash Balances		\$4,491,876.00
Investments		\$950,923.57
<b>TOTAL ASSETS</b>		<b>\$5,442,799.57</b>
<b>LIABILITIES AND RESERVES:</b>		
Warrants Outstanding		\$1,265,900.28
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$95,601.36
<b>TOTAL LIABILITIES AND RESERVES</b>		<b>\$1,361,501.64</b>
<b>CASH FUND BALANCE JUNE 30, 2021</b>		<b>\$4,081,297.93</b>
<b>TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE</b>		<b>\$5,442,799.57</b>

Schedule 2: Revenue and Requirements, 2020-2021		
REVENUE:	Estimated Budget	Actual Revenue & Expenditures
Revenues, Non-Revenue Receipts & Cash Balances (Schedule 6)	\$45,401,549.85	\$48,293,403.16
<b>LESS: REQUIREMENTS:</b>		
Expenditures (Schedule 8)	\$45,401,549.85	\$44,212,105.23
<b>CASH FUND BALANCE JUNE 30, 2021</b>	<b>\$0.00</b>	<b>\$4,081,297.93</b>

Schedule 3: General Fund Cash Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2020-21	2019-20	PRE-2019	Total
Cash Balance Reported to Excise Board 6-30-20	\$0.00	\$4,622,210.36	\$0.00	\$4,622,210.36
<b>REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCE</b>				
Revenues/Non-Rev (Sch 6 Source Codes 1000 to 5999)	\$45,019,307.14	\$0.00	\$0.00	\$45,019,307.14
Cash Balances Transferred (Sch 6 Source Code 6110)	\$3,265,240.79	-\$3,265,240.79	\$0.00	\$0.00
Prior Year Lapsed Appropri (Sch 6 Source Code 6130)	\$8,014.14	-\$8,014.14	\$0.00	\$0.00
Estopped Warrants (Sch 6 Source Code 6140)	\$841.09	-\$841.09	\$0.00	\$0.00
Interfund Transfers (Sch 6 Source Code 6200)	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCE</b>	<b>\$48,293,403.16</b>	<b>-\$3,274,096.02</b>	<b>\$0.00</b>	<b>\$45,019,307.14</b>
Warrants Paid of Year in Caption	\$42,850,603.59	\$1,348,114.34	\$0.00	\$44,198,717.93
<b>TOTAL DISBURSEMENTS</b>	<b>\$42,850,603.59</b>	<b>\$1,348,114.34</b>	<b>\$0.00</b>	<b>\$44,198,717.93</b>
<b>CASH &amp; INVESTMENTS BALANCE JUNE 30, 2021</b>	<b>\$5,442,799.57</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,442,799.57</b>
Reserve for Warrants Outstanding (Schedule 4)	\$1,265,900.28	\$0.00	\$0.00	\$1,265,900.28
Reserve for Encumbrances (Schedule 8)	\$95,601.36	\$0.00	\$0.00	\$95,601.36
<b>TOTAL LIABILITIES AND RESERVE</b>	<b>\$1,361,501.64</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,361,501.64</b>
<b>DEFICIT:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CASH FUND BAL FORWARD TO SUCCEEDING YEAR</b>	<b>\$4,081,297.93</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,081,297.93</b>

Schedule 4: General Fund Warrant Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2020-21	2019-20	PRE-2019	Total
Warrants Outstanding 6-30 of Year in Caption	\$0.00	\$1,324,213.03	\$0.00	\$1,324,213.03
Warrants Registered During Year	\$44,116,503.87	\$24,742.40	\$0.00	\$44,141,246.27
<b>TOTAL</b>	<b>\$44,116,503.87</b>	<b>\$1,348,955.43</b>	<b>\$0.00</b>	<b>\$45,465,459.30</b>
Warrants Paid During Year	\$42,850,603.59	\$1,348,114.34	\$0.00	\$44,198,717.93
Warrants Converted to Bonds or Judgments	\$0.00	\$0.00	\$0.00	\$0.00
Warrants Estopped by Statute/Cancelled	\$0.00	\$841.09	\$0.00	\$841.09
<b>TOTAL WARRANTS RETIRED</b>	<b>\$42,850,603.59</b>	<b>\$1,348,955.43</b>	<b>\$0.00</b>	<b>\$44,199,559.02</b>
<b>BALANCE WARRANTS OUTSTANDING JUNE 30, 2021</b>	<b>\$1,265,900.28</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,265,900.28</b>

Schedule 5: 2020 Ad Valorem Tax Account		
ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021	0.000 Mills	Amount
2020 Net Valuation Certified to County Excise Board		\$296,428,023.00
Total Proceeds of Levy as Certified		\$10,817,086.73
Additions:		\$0.00
Deductions:		\$0.00
<b>Gross Balance Tax</b>		<b>\$10,817,086.73</b>
Less Reserve for Delinquent Tax		\$983,371.52
Reserve for Protests Pending		\$0.00
<b>Balance Available Tax</b>		<b>\$9,833,715.21</b>
Deduct 2020 Tax Apportioned		\$10,528,562.17
<b>Net Balance 2020 Tax in Process of Collection</b>		<b>\$0.00</b>
<b>Excess Collections</b>		<b>\$694,846.96</b>

GENERAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT 'A'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances		
SOURCE	2020-21 Account	
	AMOUNT ESTIMATED	ACTUALLY COLLECTED
<b>1000 DISTRICT SOURCES OF REVENUE:</b>		
1100 TAXES LEVIED/ASSESSED		
1110 Ad Valorem Tax Levy (Current Year)	\$10,301,987.36	\$10,528,562.17
1120 Ad Valorem Tax Levy (Prior Years)	\$0.00	\$246,139.57
1130 Revenue In Lieu Of Taxes	\$0.00	\$1,656.35
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	\$0.00
1190 Other Taxes	\$0.00	\$0.00
TOTAL TAXES LEVIED/ASSESSED	\$10,301,987.36	\$10,776,358.09
1200 Tuition & Fees	\$0.00	\$50,748.64
1300 Earnings on Investments and Bond Sales	\$180,000.00	\$66,604.21
1400 Rental, Disposals and Commissions	\$0.00	\$43,921.50
1500 Reimbursements	\$0.00	\$68,547.87
1600 Other Local Sources of Revenue	\$0.00	\$465,484.78
1700 Child Nutrition Programs	\$0.00	\$340.00
1800 Athletics	\$0.00	\$0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$10,481,987.36	\$11,472,005.09
<b>2000 INTERMEDIATE SOURCES OF REVENUE:</b>		
2100 County 4 Mill Ad Valorem Tax	\$1,033,091.68	\$1,169,333.12
2200 County Apportionment (Mortgage Tax)	\$137,525.10	\$216,060.06
2300 Resale of Property Fund Distribution	\$0.00	\$96,293.35
2900 Other Intermediate Sources of Revenue	\$0.00	\$0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$1,170,616.78	\$1,481,686.53
<b>3000 STATE SOURCES OF REVENUE:</b>		
3100 STATE DEDICATED SOURCES OF REVENUE		
3110 Gross Production Tax	\$35,731.37	\$22,248.78
3120 Motor Vehicle Collections	\$2,462,321.48	\$2,349,637.74
3130 Rural Electric Cooperative Tax	\$43,397.40	\$48,660.56
3140 State School Land Earnings	\$695,953.13	\$819,758.99
3150 Vehicle Tax Stamps	\$12,358.43	\$14,368.87
3160 Farm Implement Tax Stamps	\$2,624.66	\$3,164.38
3170 Trailers and Mobile Homes	\$0.00	\$0.00
3190 Other Ddedicated Revenue	\$0.00	\$0.00
TOTAL STATE DEDICATED SOURCES OF REVENUE	\$3,252,386.47	\$3,257,839.32
3200 STATE AID - NONCATEGORICAL		
3210 Foundation and Salary Incentive Aid	\$17,858,603.33	\$16,873,378.17
3220 Mid-Term Adjustment For Attendance	\$0.00	\$0.00
3230 Teacher Consultant Stipend	\$0.00	\$0.00
3240 Disaster Assistance	\$0.00	\$0.00
3250 Flexible Benefit Allowance	\$3,730,484.88	\$3,659,668.93
TOTAL STATE AID - NONCATEGORICAL	\$21,589,088.21	\$20,533,047.10
3300 State Aid - Competitive Grants - Categorical	\$120,000.00	\$127,729.59
3400 State - Categorical	\$275,970.87	\$442,150.36
3500 Special Programs	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$0.00	\$22,943.16
3700 Child Nutrition Program	\$0.00	\$0.00
3800 State Vocational Programs - Multi-Source	\$105,120.00	\$113,245.00
TOTAL STATE SOURCES OF REVENUE	\$25,342,565.55	\$24,496,954.53
<b>4000 FEDERAL SOURCES OF REVENUE:</b>		
4100 Grants-In-Aid Direct From The Federal Government	\$170,000.00	\$167,159.45
4200 Disadvantaged Students	\$2,060,311.18	\$1,482,265.42
4300 Individuals With Disabilities	\$1,256,092.01	\$1,237,313.92
4400 No Child Left Behind	\$236,292.05	\$202,852.65
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$15,000.00	\$30,439.81
4600 Other Federal Sources Passed Through State Dept Of Education	\$1,403,444.13	\$4,384,367.99
4700 Child Nutrition Programs	\$0.00	\$0.00
4800 Federal Vocational Education	\$0.00	\$0.00
TOTAL FEDERAL SOURCES OF REVENUE	\$5,141,139.37	\$7,504,399.24
<b>5000 NON-REVENUE RECEIPTS:</b>		
TOTAL NON-REVENUE RECEIPTS	\$0.00	\$64,261.75
<b>6000 BALANCE SHEET ACCOUNTS:</b>		
6100 CASH ACCOUNTS		
6110 Cash Forward	\$3,265,240.79	\$3,265,240.79
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$0.00	\$8,014.14
6140 Estopped Warrants by Statute	\$0.00	\$841.09
TOTAL CASH ACCOUNTS	\$3,265,240.79	\$3,274,096.02
6200 Interfund Transfers	\$0.00	\$0.00
TOTAL BALANCE SHEET ACCOUNTS	\$3,265,240.79	\$3,274,096.02
<b>GRAND TOTAL</b>	<b>\$45,401,549.85</b>	<b>\$48,293,403.16</b>

GENERAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT 'A'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances (Continued)				
SOURCE	2020-21 Account	BASIS AND LIMIT OF ENSUING	ESTIMATED BY GOVERNING BOARD	APPROVED BY EXCISE BOARD
	OVER/UNDER			
<b>1000 DISTRICT SOURCES OF REVENUE:</b>				
1100 TAXES LEVIED/ASSESSED				
1110 Ad Valorem Tax Levy (Current Year)	\$226,574.81	100.28%	\$10,558,408.18	\$10,558,408.18
1120 Ad Valorem Tax Levy (Prior Years)	\$246,139.57	0.00%	\$0.00	\$0.00
1130 Revenue In Lieu Of Taxes	\$1,656.35	0.00%	\$0.00	\$0.00
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	0.00%	\$0.00	\$0.00
1190 Other Taxes	\$0.00	0.00%	\$0.00	\$0.00
TOTAL TAXES LEVIED/ASSESSED	\$474,370.73		\$10,558,408.18	\$10,558,408.18
1200 Tuition & Fees	\$50,748.64	0.00%	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	-\$113,395.79	96.09%	\$64,000.00	\$64,000.00
1400 Rental, Disposals and Commissions	\$43,921.50	0.00%	\$0.00	\$0.00
1500 Reimbursements	\$68,547.87	0.00%	\$0.00	\$0.00
1600 Other Local Sources of Revenue	\$465,484.78	0.00%	\$0.00	\$0.00
1700 Child Nutrition Programs	\$340.00	0.00%	\$0.00	\$0.00
1800 Athletics	\$0.00	0.00%	\$0.00	\$0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$990,017.73		\$10,622,408.18	\$10,622,408.18
<b>2000 INTERMEDIATE SOURCES OF REVENUE:</b>				
2100 County 4 Mill Ad Valorem Tax	\$136,241.44	90.00%	\$1,052,399.81	\$1,052,399.81
2200 County Apportionment (Mortgage Tax)	\$78,534.96	90.00%	\$194,454.05	\$194,454.05
2300 Resale of Property Fund Distribution	\$96,293.35	0.00%	\$0.00	\$0.00
2900 Other Intermediate Sources of Revenue	\$0.00	0.00%	\$0.00	\$0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$311,069.75		\$1,246,853.86	\$1,246,853.86
<b>3000 STATE SOURCES OF REVENUE:</b>				
3100 STATE DEDICATED SOURCES OF REVENUE:				
3110 Gross Production Tax	-\$13,482.59	90.00%	\$20,023.90	\$20,023.90
3120 Motor Vehicle Collections	-\$112,683.74	90.00%	\$2,114,673.97	\$2,114,673.97
3130 Rural Electric Cooperative Tax	\$5,263.16	90.00%	\$43,794.50	\$43,794.50
3140 State School Land Earnings	\$123,805.86	90.00%	\$737,783.09	\$737,783.09
3150 Vehicle Tax Stamps	\$2,010.44	90.00%	\$12,931.98	\$12,931.98
3160 Farm Implement Tax Stamps	\$539.72	90.00%	\$2,847.94	\$2,847.94
3170 Trailers and Mobile Homes	\$0.00	0.00%	\$0.00	\$0.00
3190 Other Dedicated Revenue	\$0.00	0.00%	\$0.00	\$0.00
TOTAL STATE DEDICATED SOURCES OF REVENUE	\$5,452.85		\$2,932,055.38	\$2,932,055.38
3200 STATE AID - NONCATEGORICAL				
3210 Foundation and Salary Incentive Aid	-\$985,225.16	109.23%	\$18,430,346.57	\$18,430,346.57
3220 Mid-Term Adjustment For Attendance	\$0.00	0.00%	\$0.00	\$0.00
3230 Teacher Consultant Stipend	\$0.00	0.00%	\$0.00	\$0.00
3240 Disaster Assistance	\$0.00	0.00%	\$0.00	\$0.00
3250 Flexible Benefit Allowance	-\$70,815.95	100.01%	\$3,659,906.52	\$3,659,906.52
TOTAL STATE AID - NONCATEGORICAL	-\$1,056,041.11		\$22,090,253.09	\$22,090,253.09
3300 State Aid - Competitive Grants - Categorical				
3300 State Aid - Competitive Grants - Categorical	\$7,729.59	97.86%	\$125,000.00	\$125,000.00
3400 State - Categorical	\$166,179.49	113.82%	\$503,242.40	\$503,242.40
3500 Special Programs	\$0.00	0.00%	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$22,943.16	0.00%	\$0.00	\$0.00
3700 Child Nutrition Program	\$0.00	0.00%	\$0.00	\$0.00
3800 State Vocational Programs - Multi-Source	\$8,125.00	89.87%	\$101,769.00	\$101,769.00
TOTAL STATE SOURCES OF REVENUE	-\$845,611.02		\$25,752,319.87	\$25,752,319.87
<b>4000 FEDERAL SOURCES OF REVENUE:</b>				
4100 Grants-In-Aid Direct From The Federal Government	-\$2,840.55	101.70%	\$170,000.00	\$170,000.00
4200 Disadvantaged Students	-\$578,045.76	140.70%	\$2,085,531.38	\$2,085,531.38
4300 Individuals With Disabilities	-\$18,778.09	99.97%	\$1,236,886.95	\$1,236,886.95
4400 No Child Left Behind	-\$33,439.40	112.70%	\$228,611.06	\$228,611.06
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$15,439.81	0.00%	\$0.00	\$0.00
4600 Other Federal Sources Passed Through State Dept Of Education	\$2,980,923.86	210.84%	\$9,244,117.21	\$9,244,117.21
4700 Child Nutrition Programs	\$0.00	0.00%	\$0.00	\$0.00
4800 Federal Vocational Education	\$0.00	0.00%	\$120,000.00	\$120,000.00
TOTAL FEDERAL SOURCES OF REVENUE	\$2,363,259.87		\$13,085,146.60	\$13,085,146.60
<b>5000 NON-REVENUE RECEIPTS:</b>				
TOTAL NON-REVENUE RECEIPTS	\$64,261.75	0.00%	\$0.00	\$0.00
<b>6000 BALANCE SHEET ACCOUNTS:</b>				
6100 CASH ACCOUNTS				
6110 Cash Forward	\$0.00	124.99%	\$4,081,297.93	\$4,081,297.93
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$8,014.14	0.00%	\$0.00	\$0.00
6140 Estopped Warrants by Statute	\$841.09	0.00%	\$0.00	\$0.00
TOTAL CASH ACCOUNTS	\$8,855.23		\$4,081,297.93	\$4,081,297.93
6200 Interfund Transfers				
TOTAL BALANCE SHEET ACCOUNTS	\$8,855.23	0.00%	\$0.00	\$0.00
<b>GRAND TOTAL</b>	<b>\$2,891,853.31</b>		<b>\$54,788,026.44</b>	<b>\$54,788,026.44</b>

GENERAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT 'A'

Schedule 7: Report of Prior Year Warrants Issued From Reserves			
FISCAL YEAR ENDING JUNE 30, 2020			
	RESERVES 06-30-2020	WARRANTS ISSUED SINCE	BALANCE LAPSED
<b>TOTAL PRIOR YEAR RESERVES</b>	<b>\$32,756.54</b>	<b>\$24,742.40</b>	<b>\$8,014.14</b>

Schedule 8: Report of Current Year Expenditures			
APPROPRIATED ACCOUNTS	FISCAL YEAR ENDING JUNE 30, 2021		
	APPROPRIATIONS		
	ORIGINAL	SUPPLEMENTAL ADJUSTMENTS	FINAL APPROPRIATIONS
<b>1000 INSTRUCTION</b>	\$28,313,386.02	\$0.00	\$28,313,386.02
<b>2000 SUPPORT SERVICES:</b>			
2100 Support Services - Students	\$3,076,901.90	\$0.00	\$3,076,901.90
2200 Support Services - Instructional Staff	\$2,143,017.75	\$0.00	\$2,143,017.75
2300 Support Services - General Administration	\$685,950.26	\$0.00	\$685,950.26
2400 Support Services - School Administration	\$2,533,394.36	\$0.00	\$2,533,394.36
2500 Support Services - Business	\$1,578,222.55	\$0.00	\$1,578,222.55
2600 Operations And Maintenance of Plant Services	\$4,368,254.91	\$0.00	\$4,368,254.91
2700 Student Transportation Services	\$1,351,778.80	\$0.00	\$1,351,778.80
<b>TOTAL SUPPORT SERVICES</b>	<b>\$15,737,520.53</b>	<b>\$0.00</b>	<b>\$15,737,520.53</b>
<b>3000 OPERATION OF NON-INSTRUCTION SERVICES:</b>			
3100 Child Nutrition Programs Operations	\$0.00	\$0.00	\$0.00
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$3,075.51	\$0.00	\$3,075.51
<b>TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES</b>	<b>\$3,075.51</b>	<b>\$0.00</b>	<b>\$3,075.51</b>
<b>4000 FACILITIES ACQUISITION &amp; CONSTRUCTION SERVICES:</b>			
4200 Land Acquisition Services	\$0.00	\$0.00	\$0.00
4300 Land Improvement Services	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00
<b>TOTAL FACILITIES ACQUISITION &amp; CONST. SERVICES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>5000 OTHER OUTLAYS:</b>			
5100 Debt Service	\$0.00	\$0.00	\$0.00
5200 Fund Transfer/Reimbursement (Child Nutrition Fund)	\$0.00	\$0.00	\$0.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$62,205.81	\$0.00	\$62,205.81
5600 Correcting Entry	\$316.00	\$0.00	\$316.00
5800 Charter School Reimbursement	\$0.00	\$0.00	\$0.00
5900 Arbitrage	\$0.00	\$0.00	\$0.00
<b>TOTAL OTHER OUTLAYS</b>	<b>\$62,521.81</b>	<b>\$0.00</b>	<b>\$62,521.81</b>
<b>7000 OTHER USES / UNBUDGETED ITEMS:</b>	<b>\$1,285,045.98</b>	<b>\$4,075,839.12</b>	<b>\$5,360,885.10</b>
<b>8000 REPAYMENTS:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL GENERAL FUND 2020-21 FISCAL YEAR</b>	<b>\$45,401,549.85</b>	<b>\$4,075,839.12</b>	<b>\$49,477,388.97</b>

GENERAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT 'A'

Schedule 8: Report of Current Year Expenditures (Continued)				
FISCAL YEAR ENDING JUNE 30, 2021				
APPROPRIATED ACCOUNTS	WARRANTS ISSUED	RESERVES	LAPSED BALANCE KNOWN TO BE UNENCUMBERED	2020-2021 EXPENDITURES FOR CURRENT EXPENSE PURPOSES
<b>1000 INSTRUCTION:</b>	\$28,313,386.02	\$0.00	\$0.00	\$28,313,386.02
<b>2000 SUPPORT SERVICES:</b>				
2100 Support Services - Students	\$3,076,901.90	\$2,075.00	-\$2,075.00	\$3,078,976.90
2200 Support Services - Instructional Staff	\$2,143,017.75	\$0.00	\$0.00	\$2,143,017.75
2300 Support Services - General Administration	\$685,950.26	\$421.90	-\$421.90	\$686,372.16
2400 Support Services - School Administration	\$2,533,394.36	\$275.08	-\$275.08	\$2,533,669.44
2500 Support Services - Business	\$1,578,222.55	\$25,581.12	-\$25,581.12	\$1,603,803.67
2600 Operations And Maintenance of Plant Services	\$4,368,254.91	\$64,938.26	-\$64,938.26	\$4,433,193.17
2700 Student Transportation Services	\$1,351,778.80	\$2,310.00	-\$2,310.00	\$1,354,088.80
<b>TOTAL SUPPORT SERVICES</b>	\$15,737,520.53	\$95,601.36	-\$95,601.36	\$15,833,121.89
<b>3000 OPERATION OF NON-INSTRUCTION SERVICES:</b>				
3100 Child Nutrition Programs Operations	\$0.00	\$0.00	\$0.00	\$0.00
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$3,075.51	\$0.00	\$0.00	\$3,075.51
<b>TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES</b>	\$3,075.51	\$0.00	\$0.00	\$3,075.51
<b>4000 FACILITIES ACQUISITION &amp; CONSTRUCTION SERVICES:</b>				
4200 Land Acquisition Services	\$0.00	\$0.00	\$0.00	\$0.00
4300 Land Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL FACILITIES ACQUISITION &amp; CONST. SERVICES</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>5000 OTHER OUTLAYS:</b>				
5100 Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
5200 Fund Transfer/Reimbursement (Child Nutrition Fund)	\$0.00	\$0.00	\$0.00	\$0.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$62,205.81	\$0.00	\$0.00	\$62,205.81
5600 Correcting Entry	\$316.00	\$0.00	\$0.00	\$316.00
5800 Charter School Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00
5900 Arbitrage	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL OTHER OUTLAYS</b>	\$62,521.81	\$0.00	\$0.00	\$62,521.81
<b>7000 OTHER USES / UNBUDGETED ITEMS:</b>	\$0.00	\$0.00	\$5,360,885.10	\$0.00
<b>8000 REPAYMENTS:</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL GENERAL FUND 2020-21 FISCAL YEAR</b>	\$44,116,503.87	\$95,601.36	\$5,265,283.74	\$44,212,105.23

ESTIMATE OF NEEDS FOR THE FISCAL YEAR 2021-22		Estimate of Needs by Governing Board	Approved by County Excise Board
<b>PURPOSE:</b>			
Current Expense		\$54,788,026.44	\$54,788,026.44
Pro rata share of County Assessor's Budget as determined by County Excise Board		\$0.00	\$0.00
<b>GRAND TOTAL - Home School</b>		<b>\$54,788,026.44</b>	<b>\$54,788,026.44</b>

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CO-OP FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT 'B'

Schedule 1: Current Balance Sheet for June 30, 2021		Amount
<b>ASSETS:</b>		
Cash Balances		-\$19,246.49
Investments		\$0.00
<b>TOTAL ASSETS</b>		<b>-\$19,246.49</b>
<b>LIABILITIES AND RESERVES:</b>		
Warrants Outstanding		\$3,269.33
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$0.00
<b>TOTAL LIABILITIES AND RESERVES</b>		<b>\$3,269.33</b>
<b>CASH FUND BALANCE JUNE 30, 2021</b>		<b>-\$22,515.82</b>
<b>TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE</b>		<b>-\$19,246.49</b>

Schedule 2: Revenue and Requirements, 2020-2021		
REVENUE:	Estimated Budget	Actual Revenue & Expenditures
Revenues, Non-Revenue Receipts & Cash Balances (Schedule 6)	\$132,306.80	\$97,680.65
<b>LESS: REQUIREMENTS:</b>		
Expenditures (Schedule 8)	\$132,306.80	\$120,196.47
<b>CASH FUND BALANCE JUNE 30, 2021</b>	<b>\$0.00</b>	<b>-\$22,515.82</b>

Schedule 3: Co-op Fund Cash Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2020-21	2019-20	PRE-2019	Total
Cash Balance Reported to Excise Board 6-30--2	\$0.00	-\$25,496.55	\$0.00	-\$25,496.55
<b>REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCE</b>				
Revenues/Non-Rev (Sch 6 Source Codes 1000 to 5999)	\$126,519.35	\$0.00	\$0.00	\$126,519.35
Cash Balances Transferred (Sch 6 Source Code 6110)	-\$28,838.70	\$28,838.70	\$0.00	\$0.00
Prior Year Lapsed Appropri (Sch 6 Source Code 6130)	\$0.00	\$0.00	\$0.00	\$0.00
Estopped Warrants (Sch 6 Source Code 6140)	\$0.00	\$0.00	\$0.00	\$0.00
Interfund Transfers (Sch 6 Source Code 6200)	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCE</b>	<b>\$97,680.65</b>	<b>\$28,838.70</b>	<b>\$0.00</b>	<b>\$126,519.35</b>
Warrants Paid of Year in Caption	\$116,927.14	\$3,342.15	\$0.00	\$120,269.29
<b>TOTAL DISBURSEMENTS</b>	<b>\$116,927.14</b>	<b>\$3,342.15</b>	<b>\$0.00</b>	<b>\$120,269.29</b>
<b>CASH &amp; INVESTMENTS BALANCE JUNE 30, -1</b>	<b>-\$19,246.49</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>-\$19,246.49</b>
Reserve for Warrants Outstanding (Schedule 4)	\$3,269.33	\$0.00	\$0.00	\$3,269.33
Reserve for Encumbrances (Schedule 8)	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL LIABILITIES AND RESERVE</b>	<b>\$3,269.33</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,269.33</b>
<b>DEFICIT:</b>	<b>-\$22,515.82</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>-\$22,515.82</b>
<b>CASH FUND BAL FORWARD TO SUCCEEDING YEAR</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Schedule 4: Co-op Fund Warrant Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2020-21	2019-20	PRE-2019	Total
Warrants Outstanding 6-30 of Year in Caption	\$0.00	\$3,342.15	\$0.00	\$3,342.15
Warrants Registered During Year	\$120,196.47	\$0.00	\$0.00	\$120,196.47
<b>TOTAL</b>	<b>\$120,196.47</b>	<b>\$3,342.15</b>	<b>\$0.00</b>	<b>\$123,538.62</b>
Warrants Paid During Year	\$116,927.14	\$3,342.15	\$0.00	\$120,269.29
Warrants Converted to Bonds or Judgments	\$0.00	\$0.00	\$0.00	\$0.00
Warrants Estopped by Statute/Canceled	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL WARRANTS RETIRED</b>	<b>\$116,927.14</b>	<b>\$3,342.15</b>	<b>\$0.00</b>	<b>\$120,269.29</b>
<b>BALANCE WARRANTS OUTSTANDING JUNE 30, 2021</b>	<b>\$3,269.33</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,269.33</b>

CO-OP FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT 'B'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances		
SOURCE	2020-21 Account	
	AMOUNT ESTIMATED	ACTUALLY COLLECTED
<b>1000 DISTRICT SOURCES OF REVENUE:</b>		
1100 TAXES LEVIED/ASSESSED		
1110 Ad Valorem Tax Levy (Current Year)	\$0.00	\$0.00
1120 Ad Valorem Tax Levy (Prior Years)	\$0.00	\$0.00
1130 Revenue In Lieu Of Taxes	\$0.00	\$0.00
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	\$0.00
1190 Other Taxes	\$0.00	\$0.00
TOTAL TAXES LEVIED/ASSESSED	\$0.00	\$0.00
1200 Tuition & Fees	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	\$0.00	\$0.00
1400 Rental, Disposals and Commissions	\$0.00	\$0.00
1500 Reimbursements	\$0.00	\$0.00
1600 Other Local Sources of Revenue	\$28,838.70	\$0.00
1700 Child Nutrition Programs	\$0.00	\$0.00
1800 Athletics	\$0.00	\$0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$28,838.70	\$0.00
<b>2000 INTERMEDIATE SOURCES OF REVENUE</b>		
2100 County 4 Mill Ad Valorem Tax	\$0.00	\$0.00
2200 County Apportionment (Mortgage Tax)	\$0.00	\$0.00
2300 Resale of Property Fund Distribution	\$0.00	\$0.00
2900 Other Intermediate Sources of Revenue	\$0.00	\$0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$0.00	\$0.00
<b>3000 STATE SOURCES OF REVENUE:</b>		
3100 STATE DEDICATED SOURCES OF REVENUE		
3110 Gross Production Tax	\$0.00	\$0.00
3120 Motor Vehicle Collections	\$0.00	\$0.00
3130 Rural Electric Cooperative Tax	\$0.00	\$0.00
3140 State School Land Earnings	\$0.00	\$0.00
3150 Vehicle Tax Stamps	\$0.00	\$0.00
3160 Farm Implement Tax Stamps	\$0.00	\$0.00
3170 Trailers and Mobile Homes	\$0.00	\$0.00
3190 Other Dedicated Revenue	\$0.00	\$0.00
TOTAL STATE DEDICATED SOURCES OF REVENUE	\$0.00	\$0.00
3200 STATE AID - NONCATEGORICAL		
3210 Foundation and Salary Incentive Aid	\$0.00	\$0.00
3220 Mid-Term Adjustment For Attendance	\$0.00	\$0.00
3230 Teacher Consultant Stipend	\$0.00	\$0.00
3240 Disaster Assistance	\$0.00	\$0.00
3250 Flexible Benefit Allowance	\$7,306.80	\$7,390.80
TOTAL STATE AID - NONCATEGORICAL	\$7,306.80	\$7,390.80
3300 State Aid - Competitive Grants - Categorical	\$0.00	\$0.00
3400 State - Categorical	\$0.00	\$0.00
3500 Special Programs	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$0.00	\$0.00
3700 Child Nutrition Program	\$0.00	\$0.00
3800 State Vocational Programs - Multi-Source	\$0.00	\$0.00
TOTAL STATE SOURCES OF REVENUE	\$7,306.80	\$7,390.80
<b>4000 FEDERAL SOURCES OF REVENUE:</b>		
4100 Grants-In-Aid Direct From The Federal Government	\$0.00	\$0.00
4200 Disadvantaged Students	\$0.00	\$0.00
4300 Individuals With Disabilities	\$0.00	\$0.00
4400 No Child Left Behind	\$0.00	\$0.00
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$0.00	\$0.00
4600 Other Federal Sources Passed Through State Dept Of Education	\$0.00	\$0.00
4700 Child Nutrition Programs	\$0.00	\$0.00
4800 Federal Vocational Education	\$125,000.00	\$119,128.55
TOTAL FEDERAL SOURCES OF REVENUE	\$125,000.00	\$119,128.55
<b>5000 NON-REVENUE RECEIPTS:</b>		
TOTAL NON-REVENUE RECEIPTS	\$0.00	\$0.00
<b>6000 BALANCE SHEET ACCOUNTS</b>		
6100 CASH ACCOUNTS		
6110 Cash Forward	-\$28,838.70	-\$28,838.70
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$0.00	\$0.00
6140 Estopped Warrants by Statute	\$0.00	\$0.00
TOTAL CASH ACCOUNTS	-\$28,838.70	-\$28,838.70
6200 Interfund Transfers	\$0.00	\$0.00
TOTAL BALANCE SHEET ACCOUNTS	-\$28,838.70	-\$28,838.70
<b>GRAND TOTAL</b>	<b>\$132,306.80</b>	<b>\$97,680.65</b>

CO-OP FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT 'B'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances (Continued)				
SOURCE	2020-21 Account	BASIS AND LIMIT OF ENSUING	ESTIMATED BY GOVERNING BOARD	APPROVED BY EXCISE BOARD
	OVER/UNDER			
<b>1000 DISTRICT SOURCES OF REVENUE:</b>				
1100 TAXES LEVIED/ASSESSED				
1110 Ad Valorem Tax Levy (Current Year)	\$0.00	0.00%	\$0.00	\$0.00
1120 Ad Valorem Tax Levy (Prior Years)	\$0.00	0.00%	\$0.00	\$0.00
1130 Revenue In Lieu Of Taxes	\$0.00	0.00%	\$0.00	\$0.00
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	0.00%	\$0.00	\$0.00
1190 Other Taxes	\$0.00	0.00%	\$0.00	\$0.00
TOTAL TAXES LEVIED/ASSESSED	\$0.00		\$0.00	\$0.00
1200 Tuition & Fees	\$0.00	0.00%	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	\$0.00	0.00%	\$0.00	\$0.00
1400 Rental, Disposals and Commissions	\$0.00	0.00%	\$0.00	\$0.00
1500 Reimbursements	\$0.00	0.00%	\$0.00	\$0.00
1600 Other Local Sources of Revenue	-\$28,838.70	0.00%	\$22,515.82	\$22,515.82
1700 Child Nutrition Programs	\$0.00	0.00%	\$0.00	\$0.00
1800 Athletics	\$0.00	0.00%	\$0.00	\$0.00
TOTAL DISTRICT SOURCES OF REVENUE	-\$28,838.70		\$22,515.82	\$22,515.82
<b>2000 INTERMEDIATE SOURCES OF REVENUE</b>				
2100 County 4 Mill Ad Valorem Tax	\$0.00	0.00%	\$0.00	\$0.00
2200 County Apportionment (Mortgage Tax)	\$0.00	0.00%	\$0.00	\$0.00
2300 Resale of Property Fund Distribution	\$0.00	0.00%	\$0.00	\$0.00
2900 Other Intermediate Sources of Revenue	\$0.00	0.00%	\$0.00	\$0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$0.00		\$0.00	\$0.00
<b>3000 STATE SOURCES OF REVENUE:</b>				
3100 STATE DEDICATED SOURCES OF REVENUE:				
3110 Gross Production Tax	\$0.00	0.00%	\$0.00	\$0.00
3120 Motor Vehicle Collections	\$0.00	0.00%	\$0.00	\$0.00
3130 Rural Electric Cooperative Tax	\$0.00	0.00%	\$0.00	\$0.00
3140 State School Land Earnings	\$0.00	0.00%	\$0.00	\$0.00
3150 Vehicle Tax Stamps	\$0.00	0.00%	\$0.00	\$0.00
3160 Farm Implement Tax Stamps	\$0.00	0.00%	\$0.00	\$0.00
3170 Trailers and Mobile Homes	\$0.00	0.00%	\$0.00	\$0.00
3190 Other Dedicated Revenue	\$0.00	0.00%	\$0.00	\$0.00
TOTAL STATE DEDICATED SOURCES OF REVENUE	\$0.00		\$0.00	\$0.00
3200 STATE AID - NONCATEGORICAL				
3210 Foundation and Salary Incentive Aid	\$0.00	0.00%	\$0.00	\$0.00
3220 Mid-Term Adjustment For Attendance	\$0.00	0.00%	\$0.00	\$0.00
3230 Teacher Consultant Stipend	\$0.00	0.00%	\$0.00	\$0.00
3240 Disaster Assistance	\$0.00	0.00%	\$0.00	\$0.00
3250 Flexible Benefit Allowance	\$84.00	0.00%	\$0.00	\$0.00
TOTAL STATE AID - NONCATEGORICAL	\$84.00		\$0.00	\$0.00
3300 State Aid - Competitive Grants - Categorical	\$0.00	0.00%	\$0.00	\$0.00
3400 State - Categorical	\$0.00	0.00%	\$0.00	\$0.00
3500 Special Programs	\$0.00	0.00%	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$0.00	0.00%	\$0.00	\$0.00
3700 Child Nutrition Program	\$0.00	0.00%	\$0.00	\$0.00
3800 State Vocational Programs - Multi-Source	\$0.00	0.00%	\$0.00	\$0.00
TOTAL STATE SOURCES OF REVENUE	\$84.00		\$0.00	\$0.00
<b>4000 FEDERAL SOURCES OF REVENUE:</b>				
4100 Grants-In-Aid Direct From The Federal Government	\$0.00	0.00%	\$0.00	\$0.00
4200 Disadvantaged Students	\$0.00	0.00%	\$0.00	\$0.00
4300 Individuals With Disabilities	\$0.00	0.00%	\$0.00	\$0.00
4400 No Child Left Behind	\$0.00	0.00%	\$0.00	\$0.00
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$0.00	0.00%	\$0.00	\$0.00
4600 Other Federal Sources Passed Through State Dept Of Education	\$0.00	0.00%	\$0.00	\$0.00
4700 Child Nutrition Programs	\$0.00	0.00%	\$0.00	\$0.00
4800 Federal Vocational Education	-\$5,871.45	0.00%	\$0.00	\$0.00
TOTAL FEDERAL SOURCES OF REVENUE	-\$5,871.45		\$0.00	\$0.00
<b>5000 NON-REVENUE RECEIPTS:</b>				
TOTAL NON-REVENUE RECEIPTS	\$0.00	0.00%	\$0.00	\$0.00
<b>6000 BALANCE SHEET ACCOUNTS:</b>				
6100 CASH ACCOUNTS				
6110 Cash Forward	\$0.00	78.08%	-\$22,515.82	-\$22,515.82
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$0.00	0.00%	\$0.00	\$0.00
6140 Estopped Warrants by Statute	\$0.00	0.00%	\$0.00	\$0.00
TOTAL CASH ACCOUNTS	\$0.00		-\$22,515.82	-\$22,515.82
6200 Interfund Transfers	\$0.00	0.00%	\$0.00	\$0.00
TOTAL BALANCE SHEET ACCOUNTS	\$0.00		-\$22,515.82	-\$22,515.82
<b>GRAND TOTAL</b>	<b>-\$34,626.15</b>		<b>\$0.00</b>	<b>\$0.00</b>

CO-OP FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT 'B'

Schedule 7: Report of Prior Year Warrants Issued From Reserves			
FISCAL YEAR ENDING JUNE 30, 2020			
	RESERVES 06-30-2020	WARRANTS ISSUED SINCE	BALANCE LAPSED
<b>TOTAL PRIOR YEAR RESERVES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Schedule 8: Report of Current Year Expenditures			
APPROPRIATED ACCOUNTS	FISCAL YEAR ENDING JUNE 30, 2021		
	APPROPRIATIONS		
	ORIGINAL	SUPPLEMENTAL ADJUSTMENTS	FINAL APPROPRIATIONS
<b>1000 INSTRUCTION:</b>			
<b>2000 SUPPORT SERVICES:</b>	\$10,613.48	\$0.00	\$10,613.48
2100 Support Services - Students			
2200 Support Services - Instructional Staff	\$109,582.99	\$0.00	\$109,582.99
2300 Support Services - General Administration	\$0.00	\$0.00	\$0.00
2400 Support Services - School Administration	\$0.00	\$0.00	\$0.00
2500 Support Services - Business	\$0.00	\$0.00	\$0.00
2600 Operations And Maintenance of Plant Services	\$0.00	\$0.00	\$0.00
2700 Student Transportation Services	\$0.00	\$0.00	\$0.00
<b>TOTAL SUPPORT SERVICES</b>	<b>\$109,582.99</b>	<b>\$0.00</b>	<b>\$109,582.99</b>
<b>3000 OPERATION OF NON-INSTRUCTION SERVICES:</b>			
3100 Child Nutrition Programs Operations	\$0.00	\$0.00	\$0.00
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$0.00	\$0.00	\$0.00
<b>TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>4000 FACILITIES ACQUISITION &amp; CONSTRUCTION SERVICES:</b>			
4200 Land Acquisition Services	\$0.00	\$0.00	\$0.00
4300 Land Improvement Services	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00
<b>TOTAL FACILITIES ACQUISITION &amp; CONST. SERVICES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>5000 OTHER OUTLAYS:</b>			
5100 Debt Service			
5200 Fund Transfer/Reimbursement (Child Nutrition Fund)	\$0.00	\$0.00	\$0.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$0.00	\$0.00	\$0.00
5600 Correcting Entry	\$0.00	\$0.00	\$0.00
5800 Charter School Reimbursement	\$0.00	\$0.00	\$0.00
5900 Arbitrage	\$0.00	\$0.00	\$0.00
<b>TOTAL OTHER OUTLAYS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>7000 OTHER USES / UNBUDGETED ITEMS:</b>	<b>\$12,110.33</b>	<b>\$0.00</b>	<b>\$12,110.33</b>
<b>8000 REPAYMENTS:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL CO-OP FUND 2020-21 FISCAL YEAR</b>	<b>\$132,306.80</b>	<b>\$0.00</b>	<b>\$132,306.80</b>

CO-OP FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT 'B'

Schedule 8: Report of Current Year Expenditures (Continued)				
FISCAL YEAR ENDING JUNE 30, 2021				
APPROPRIATED ACCOUNTS	WARRANTS ISSUED	RESERVES	LAPSED BALANCE KNOWN TO BE UNENCUMBERED	2020-2021 EXPENDITURES FOR CURRENT EXPENSE PURPOSES
<b>1000 INSTRUCTION:</b>	\$10,613.48	\$0.00	\$0.00	\$10,613.48
<b>2000 SUPPORT SERVICES:</b>				
2100 Support Services - Students	\$109,582.99	\$0.00	\$0.00	\$109,582.99
2200 Support Services - Instructional Staff	\$0.00	\$0.00	\$0.00	\$0.00
2300 Support Services - General Administration	\$0.00	\$0.00	\$0.00	\$0.00
2400 Support Services - School Administration	\$0.00	\$0.00	\$0.00	\$0.00
2500 Support Services - Business	\$0.00	\$0.00	\$0.00	\$0.00
2600 Operations And Maintenance of Plant Services	\$0.00	\$0.00	\$0.00	\$0.00
2700 Student Transportation Services	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL SUPPORT SERVICES</b>	\$109,582.99	\$0.00	\$0.00	\$109,582.99
<b>3000 OPERATION OF NON-INSTRUCTION SERVICES:</b>				
3100 Child Nutrition Programs Operations	\$0.00	\$0.00	\$0.00	\$0.00
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>4000 FACILITIES ACQUISITION &amp; CONSTRUCTION SERVICES:</b>				
4200 Land Acquisition Services	\$0.00	\$0.00	\$0.00	\$0.00
4300 Land Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL FACILITIES ACQUISITION &amp; CONST. SERVICES</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>5000 OTHER OUTLAYS:</b>				
5100 Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
5200 Fund Transfer/Reimbursement (Child Nutrition Fund)	\$0.00	\$0.00	\$0.00	\$0.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$0.00	\$0.00	\$0.00	\$0.00
5600 Correcting Entry	\$0.00	\$0.00	\$0.00	\$0.00
5800 Charter School Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00
5900 Arbitrage	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL OTHER OUTLAYS</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>7000 OTHER USES / UNBUDGETED ITEMS:</b>	\$0.00	\$0.00	\$12,110.33	\$0.00
<b>8000 REPAYMENTS:</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CO-OP FUND 2020-21 FISCAL YEAR</b>	\$120,196.47	\$0.00	\$12,110.33	\$120,196.47

ESTIMATE OF NEEDS FOR THE FISCAL YEAR 2021-22		Estimate of Needs by Governing Board	Approved by County Excise Board
PURPOSE:			
Current Expense		\$0.00	\$0.00
Pro rata share of County Assessor's Budget as determined by County Excise Board		\$0.00	\$0.00
<b>GRAND TOTAL - Home School</b>		<b>\$0.00</b>	<b>\$0.00</b>

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BUILDING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT 'C'

Schedule 1: Current Balance Sheet for June 30, 2021		Amount
<b>ASSETS:</b>		
Cash Balances		\$196,518.33
Investments		\$1,500,000.00
<b>TOTAL ASSETS</b>		<b>\$1,696,518.33</b>
<b>LIABILITIES AND RESERVES:</b>		
Warrants Outstanding		\$12,073.21
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$40,041.00
<b>TOTAL LIABILITIES AND RESERVES</b>		<b>\$52,114.21</b>
<b>CASH FUND BALANCE JUNE 30, 2021</b>		<b>\$1,644,404.12</b>
<b>TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE</b>		<b>\$1,696,518.33</b>

Schedule 2: Revenue and Requirements, 2020-2021		
REVENUE:	Estimated Budget	Actual Revenue & Expenditures
Revenues, Non-Revenue Receipts & Cash Balances (Schedule 6)	\$3,336,329.17	\$3,410,185.54
<b>LESS: REQUIREMENTS:</b>		
Expenditures (Schedule 8)	\$3,336,329.17	\$1,765,781.42
<b>CASH FUND BALANCE JUNE 30, 2021</b>	<b>\$0.00</b>	<b>\$1,644,404.12</b>

Schedule 3: Building Fund Cash Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2020-21	2019-20	PRE-2019	Total
Cash Balance Reported to Excise Board 6-30-20	\$0.00	\$1,935,984.58	\$0.00	\$1,935,984.58
<b>REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCE</b>				
Revenues/Non-Rev (Sch 6 Source Codes 1000 to 5999)	\$1,544,754.97	\$0.00	\$0.00	\$1,544,754.97
Cash Balances Transferred (Sch 6 Source Code 6110)	\$1,865,430.57	-\$1,865,430.57	\$0.00	\$0.00
Prior Year Lapsed Appropri (Sch 6 Source Code 6130)	\$0.00	\$0.00	\$0.00	\$0.00
Estopped Warrants (Sch 6 Source Code 6140)	\$0.00	\$0.00	\$0.00	\$0.00
Interfund Transfers (Sch 6 Source Code 6200)	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCE</b>	<b>\$3,410,185.54</b>	<b>-\$1,865,430.57</b>	<b>\$0.00</b>	<b>\$1,544,754.97</b>
Warrants Paid of Year in Caption	\$1,713,667.21	\$70,554.01	\$0.00	\$1,784,221.22
<b>TOTAL DISBURSEMENTS</b>	<b>\$1,713,667.21</b>	<b>\$70,554.01</b>	<b>\$0.00</b>	<b>\$1,784,221.22</b>
<b>CASH &amp; INVESTMENTS BALANCE JUNE 30, 2021</b>	<b>\$1,696,518.33</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,696,518.33</b>
Reserve for Warrants Outstanding (Schedule 4)	\$12,073.21	\$0.00	\$0.00	\$12,073.21
Reserve for Encumbrances (Schedule 8)	\$40,041.00	\$0.00	\$0.00	\$40,041.00
<b>TOTAL LIABILITIES AND RESERVE</b>	<b>\$52,114.21</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$52,114.21</b>
<b>DEFICIT:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CASH FUND BAL FORWARD TO SUCCEEDING YEAR</b>	<b>\$1,644,404.12</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,644,404.12</b>

Schedule 4: Building Fund Warrant Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2020-21	2019-20	PRE-2019	Total
Warrants Outstanding 6-30 of Year in Caption	\$0.00	\$70,554.01	\$0.00	\$70,554.01
Warrants Registered During Year	\$1,725,740.42	\$0.00	\$0.00	\$1,725,740.42
<b>TOTAL</b>	<b>\$1,725,740.42</b>	<b>\$70,554.01</b>	<b>\$0.00</b>	<b>\$1,796,294.43</b>
Warrants Paid During Year	\$1,713,667.21	\$70,554.01	\$0.00	\$1,784,221.22
Warrants Converted to Bonds or Judgments	\$0.00	\$0.00	\$0.00	\$0.00
Warrants Estopped by Statute/Canceled	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL WARRANTS RETIRED</b>	<b>\$1,713,667.21</b>	<b>\$70,554.01</b>	<b>\$0.00</b>	<b>\$1,784,221.22</b>
<b>BALANCE WARRANTS OUTSTANDING JUNE 30, 2021</b>	<b>\$12,073.21</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$12,073.21</b>

Schedule 5: 2020 Ad Valorem Tax Account		
ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021	0.000 Mills	Amount
2020 Net Valuation Certified to County Excise Board		\$296,428,023.00
Total Proceeds of Levy as Certified		\$1,544,443.53
Additions:		\$0.00
Deductions:		\$0.00
<b>Gross Balance Tax</b>		<b>\$1,544,443.53</b>
Less Reserve for Delinquent Tax		\$140,403.96
Reserve for Protests Pending		\$0.00
<b>Balance Available Tax</b>		<b>\$1,404,039.57</b>
Deduct 2020 Tax Apportioned		\$1,503,248.73
<b>Net Balance 2020 Tax in Process of Collection</b>		<b>\$0.00</b>
<b>Excess Collections</b>		<b>\$99,209.16</b>

BUILDING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT 'C'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances		
SOURCE	2020-21 Account	
	AMOUNT ESTIMATED	ACTUALLY COLLECTED
<b>1000 DISTRICT SOURCES OF REVENUE:</b>		
1100 TAXES LEVIED/ASSESSED		
1110 Ad Valorem Tax Levy (Current Year)	\$1,470,898.60	\$1,503,248.73
1120 Ad Valorem Tax Levy (Prior Years)	\$0.00	\$35,143.38
1130 Revenue In Lieu Of Taxes	\$0.00	\$236.49
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	\$0.00
1190 Other Taxes	\$0.00	\$0.00
<b>TOTAL TAXES LEVIED/ASSESSED</b>	<b>\$1,470,898.60</b>	<b>\$1,538,628.60</b>
1200 Tuition & Fees	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	\$0.00	\$0.00
1400 Rental, Disposals and Commissions	\$0.00	\$0.00
1500 Reimbursements	\$0.00	\$3,233.90
1600 Other Local Sources of Revenue	\$0.00	\$123.10
1700 Child Nutrition Programs	\$0.00	\$0.00
1800 Athletics	\$0.00	\$0.00
<b>TOTAL DISTRICT SOURCES OF REVENUE</b>	<b>\$1,470,898.60</b>	<b>\$1,541,985.60</b>
<b>2000 INTERMEDIATE SOURCES OF REVENUE</b>		
2100 County 4 Mill Ad Valorem Tax	\$0.00	\$0.00
2200 County Apportionment (Mortgage Tax)	\$0.00	\$0.00
2300 Resale of Property Fund Distribution	\$0.00	\$0.00
2900 Other Intermediate Sources of Revenue	\$0.00	\$0.00
<b>TOTAL INTERMEDIATE SOURCES OF REVENUE</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>3000 STATE SOURCES OF REVENUE:</b>		
3100 STATE DEDICATED SOURCES OF REVENUE		
3110 Gross Production Tax	\$0.00	\$0.00
3120 Motor Vehicle Collections	\$0.00	\$0.00
3130 Rural Electric Cooperative Tax	\$0.00	\$0.00
3140 State School Land Earnings	\$0.00	\$0.00
3150 Vehicle Tax Stamps	\$0.00	\$0.00
3160 Farm Implement Tax Stamps	\$0.00	\$451.81
3170 Trailers and Mobile Homes	\$0.00	\$0.00
3190 Other Dedicated Revenue	\$0.00	\$0.00
<b>TOTAL STATE DEDICATED SOURCES OF REVENUE</b>	<b>\$0.00</b>	<b>\$451.81</b>
3200 STATE AID - NONCATEGORICAL		
3210 Foundation and Salary Incentive Aid	\$0.00	\$0.00
3220 Mid-Term Adjustment For Attendance	\$0.00	\$0.00
3230 Teacher Consultant Stipend	\$0.00	\$0.00
3240 Disaster Assistance	\$0.00	\$0.00
3250 Flexible Benefit Allowance	\$0.00	\$0.00
<b>TOTAL STATE AID - NONCATEGORICAL</b>	<b>\$0.00</b>	<b>\$0.00</b>
3300 State Aid - Competitive Grants - Categorical	\$0.00	\$0.00
3400 State - Categorical	\$0.00	\$0.00
3500 Special Programs	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$0.00	\$0.54
3700 Child Nutrition Program	\$0.00	\$0.00
3800 State Vocational Programs - Multi-Source	\$0.00	\$0.00
<b>TOTAL STATE SOURCES OF REVENUE</b>	<b>\$0.00</b>	<b>\$452.35</b>
<b>4000 FEDERAL SOURCES OF REVENUE:</b>		
4100 Grants-In-Aid Direct From The Federal Government	\$0.00	\$0.00
4200 Disadvantaged Students	\$0.00	\$0.00
4300 Individuals With Disabilities	\$0.00	\$0.00
4400 No Child Left Behind	\$0.00	\$0.00
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$0.00	\$0.00
4600 Other Federal Sources Passed Through State Dept Of Education	\$0.00	\$0.00
4700 Child Nutrition Programs	\$0.00	\$0.00
4800 Federal Vocational Education	\$0.00	\$0.00
<b>TOTAL FEDERAL SOURCES OF REVENUE</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>5000 NON-REVENUE RECEIPTS:</b>		
<b>TOTAL NON-REVENUE RECEIPTS</b>	<b>\$0.00</b>	<b>\$2,317.02</b>
<b>6000 BALANCE SHEET ACCOUNTS</b>		
6100 CASH ACCOUNTS		
6110 Cash Forward	\$1,865,430.57	\$1,865,430.57
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$0.00	\$0.00
6140 Estopped Warrants by Statute	\$0.00	\$0.00
<b>TOTAL CASH ACCOUNTS</b>	<b>\$1,865,430.57</b>	<b>\$1,865,430.57</b>
6200 Interfund Transfers	\$0.00	\$0.00
<b>TOTAL BALANCE SHEET ACCOUNTS</b>	<b>\$1,865,430.57</b>	<b>\$1,865,430.57</b>
<b>GRAND TOTAL</b>	<b>\$3,336,329.17</b>	<b>\$3,410,185.54</b>

BUILDING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT 'C'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances (Continued)				
SOURCE	2020-21 Account	BASIS AND LIMIT OF ENSUING	ESTIMATED BY GOVERNING BOARD	APPROVED BY EXCISE BOARD
	OVER/UNDER			
<b>1000 DISTRICT SOURCES OF REVENUE:</b>				
<b>1100 TAXES LEVIED/ASSESSED</b>				
1110 Ad Valorem Tax Levy (Current Year)	\$32,350.13	100.28%	\$1,507,510.63	\$1,507,510.63
1120 Ad Valorem Tax Levy (Prior Years)	\$35,143.38	0.00%	\$0.00	\$0.00
1130 Revenue In Lieu Of Taxes	\$236.49	0.00%	\$0.00	\$0.00
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	0.00%	\$0.00	\$0.00
1190 Other Taxes	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTAL TAXES LEVIED/ASSESSED</b>	<b>\$67,730.00</b>		<b>\$1,507,510.63</b>	<b>\$1,507,510.63</b>
1200 Tuition & Fees	\$0.00	0.00%	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	\$0.00	0.00%	\$0.00	\$0.00
1400 Rental, Disposals and Commissions	\$0.00	0.00%	\$0.00	\$0.00
1500 Reimbursements	\$3,233.90	0.00%	\$0.00	\$0.00
1600 Other Local Sources of Revenue	\$123.10	0.00%	\$0.00	\$0.00
1700 Child Nutrition Programs	\$0.00	0.00%	\$0.00	\$0.00
1800 Athletics	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTAL DISTRICT SOURCES OF REVENUE</b>	<b>\$71,087.00</b>		<b>\$1,507,510.63</b>	<b>\$1,507,510.63</b>
<b>2000 INTERMEDIATE SOURCES OF REVENUE</b>				
2100 County 4 Mill Ad Valorem Tax	\$0.00	0.00%	\$0.00	\$0.00
2200 County Apportionment (Mortgage Tax)	\$0.00	0.00%	\$0.00	\$0.00
2300 Resale of Property Fund Distribution	\$0.00	0.00%	\$0.00	\$0.00
2900 Other Intermediate Sources of Revenue	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTAL INTERMEDIATE SOURCES OF REVENUE</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>3000 STATE SOURCES OF REVENUE:</b>				
<b>3100 STATE DEDICATED SOURCES OF REVENUE:</b>				
3110 Gross Production Tax	\$0.00	0.00%	\$0.00	\$0.00
3120 Motor Vehicle Collections	\$0.00	0.00%	\$0.00	\$0.00
3130 Rural Electric Cooperative Tax	\$0.00	0.00%	\$0.00	\$0.00
3140 State School Land Earnings	\$0.00	0.00%	\$0.00	\$0.00
3150 Vehicle Tax Stamps	\$0.00	0.00%	\$0.00	\$0.00
3160 Farm Implement Tax Stamps	\$451.81	0.00%	\$0.00	\$0.00
3170 Trailers and Mobile Homes	\$0.00	0.00%	\$0.00	\$0.00
3190 Other Dedicated Revenue	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTAL STATE DEDICATED SOURCES OF REVENUE</b>	<b>\$451.81</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>3200 STATE AID - NONCATEGORICAL</b>				
3210 Foundation and Salary Incentive Aid	\$0.00	0.00%	\$0.00	\$0.00
3220 Mid-Term Adjustment For Attendance	\$0.00	0.00%	\$0.00	\$0.00
3230 Teacher Consultant Stipend	\$0.00	0.00%	\$0.00	\$0.00
3240 Disaster Assistance	\$0.00	0.00%	\$0.00	\$0.00
3250 Flexible Benefit Allowance	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTAL STATE AID - NONCATEGORICAL</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
3300 State Aid - Competitive Grants - Categorical	\$0.00	0.00%	\$0.00	\$0.00
3400 State - Categorical	\$0.00	0.00%	\$0.00	\$0.00
3500 Special Programs	\$0.00	0.00%	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$0.54	0.00%	\$0.00	\$0.00
3700 Child Nutrition Program	\$0.00	0.00%	\$0.00	\$0.00
3800 State Vocational Programs - Multi-Source	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTAL STATE SOURCES OF REVENUE</b>	<b>\$452.35</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>4000 FEDERAL SOURCES OF REVENUE:</b>				
4100 Grants-In-Aid Direct From The Federal Government	\$0.00	0.00%	\$0.00	\$0.00
4200 Disadvantaged Students	\$0.00	0.00%	\$0.00	\$0.00
4300 Individuals With Disabilities	\$0.00	0.00%	\$0.00	\$0.00
4400 No Child Left Behind	\$0.00	0.00%	\$0.00	\$0.00
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$0.00	0.00%	\$0.00	\$0.00
4600 Other Federal Sources Passed Through State Dept Of Education	\$0.00	0.00%	\$0.00	\$0.00
4700 Child Nutrition Programs	\$0.00	0.00%	\$0.00	\$0.00
4800 Federal Vocational Education	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTAL FEDERAL SOURCES OF REVENUE</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>5000 NON-REVENUE RECEIPTS:</b>				
<b>TOTAL NON-REVENUE RECEIPTS</b>	<b>\$2,317.02</b>	0.00%	<b>\$0.00</b>	<b>\$0.00</b>
<b>6000 BALANCE SHEET ACCOUNTS</b>				
<b>6100 CASH ACCOUNTS</b>				
6110 Cash Forward	\$0.00	88.15%	\$1,644,404.12	\$1,644,404.12
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$0.00	0.00%	\$0.00	\$0.00
6140 Estopped Warrants by Statute	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTAL CASH ACCOUNTS</b>	<b>\$0.00</b>		<b>\$1,644,404.12</b>	<b>\$1,644,404.12</b>
6200 Interfund Transfers	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTAL BALANCE SHEET ACCOUNTS</b>	<b>\$0.00</b>		<b>\$1,644,404.12</b>	<b>\$1,644,404.12</b>
<b>GRAND TOTAL</b>	<b>\$73,856.37</b>		<b>\$3,151,914.75</b>	<b>\$3,151,914.75</b>

BUILDING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT 'C'

Schedule 7: Report of Prior Year Warrants Issued From Reserves			
FISCAL YEAR ENDING JUNE 30, 2020			
	RESERVES 06-30-2020	WARRANTS ISSUED SINCE	BALANCE LAPSED
<b>TOTAL PRIOR YEAR RESERVES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Schedule 8: Report of Current Year Expenditures			
APPROPRIATED ACCOUNTS	FISCAL YEAR ENDING JUNE 30, 2021		
	APPROPRIATIONS		
	ORIGINAL	SUPPLEMENTAL ADJUSTMENTS	FINAL APPROPRIATIONS
<b>1000 INSTRUCTION:</b>	\$0.00	\$0.00	\$0.00
<b>2000 SUPPORT SERVICES:</b>			
2100 Support Services - Students	\$0.00	\$0.00	\$0.00
2200 Support Services - Instructional Staff	\$0.00	\$0.00	\$0.00
2300 Support Services - General Administration	\$0.00	\$0.00	\$0.00
2400 Support Services - School Administration	\$0.00	\$0.00	\$0.00
2500 Support Services - Business	\$0.00	\$0.00	\$0.00
2600 Operations And Maintenance of Plant Services	\$1,975,109.03	\$0.00	\$1,975,109.03
2700 Student Transportation Services	\$0.00	\$0.00	\$0.00
<b>TOTAL SUPPORT SERVICES</b>	<b>\$1,975,109.03</b>	<b>\$0.00</b>	<b>\$1,975,109.03</b>
<b>3000 OPERATION OF NON-INSTRUCTION SERVICES:</b>			
3100 Child Nutrition Programs Operations	\$0.00	\$0.00	\$0.00
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$0.00	\$0.00	\$0.00
<b>TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>4000 FACILITIES ACQUISITION &amp; CONSTRUCTION SERVICES:</b>			
4200 Land Acquisition Services	\$0.00	\$0.00	\$0.00
4300 Land Improvement Services	\$175,800.00	\$0.00	\$175,800.00
4400 Architecture and Engineering Services	\$44,500.00	\$0.00	\$44,500.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$200,000.00	\$0.00	\$200,000.00
4700 Building Improvement Services	\$940,920.14	\$0.00	\$940,920.14
<b>TOTAL FACILITIES ACQUISITION &amp; CONST. SERVICES</b>	<b>\$1,361,220.14</b>	<b>\$0.00</b>	<b>\$1,361,220.14</b>
<b>5000 OTHER OUTLAYS:</b>			
5100 Debt Service	\$0.00	\$0.00	\$0.00
5200 Fund Transfer/Reimbursement (Child Nutrition Fund)	\$0.00	\$0.00	\$0.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$0.00	\$0.00	\$0.00
5600 Correcting Entry	\$0.00	\$0.00	\$0.00
5800 Charter School Reimbursement	\$0.00	\$0.00	\$0.00
5900 Arbitrage	\$0.00	\$0.00	\$0.00
<b>TOTAL OTHER OUTLAYS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>7000 OTHER USES / UNBUDGETED ITEMS:</b>	\$0.00	\$0.00	\$0.00
<b>8000 REPAYMENTS:</b>	\$0.00	\$0.00	\$0.00
<b>TOTAL BUILDING FUND 2020-21 FISCAL YEAR</b>	<b>\$3,336,329.17</b>	<b>\$0.00</b>	<b>\$3,336,329.17</b>

BUILDING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT 'C'

Schedule 8: Report of Current Year Expenditures (Continued)				
FISCAL YEAR ENDING JUNE 30, 2021				
APPROPRIATED ACCOUNTS	WARRANTS ISSUED	RESERVES	LAPSED BALANCE KNOWN TO BE UNENCUMBERED	2020-2021 EXPENDITURES FOR CURRENT EXPENSE PURPOSES
<b>1000 INSTRUCTION:</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>2000 SUPPORT SERVICES:</b>				
2100 Support Services - Students	\$0.00	\$0.00	\$0.00	\$0.00
2200 Support Services - Instructional Staff	\$0.00	\$0.00	\$0.00	\$0.00
2300 Support Services - General Administration	\$0.00	\$0.00	\$0.00	\$0.00
2400 Support Services - School Administration	\$0.00	\$0.00	\$0.00	\$0.00
2500 Support Services - Business	\$0.00	\$0.00	\$0.00	\$0.00
2600 Operations And Maintenance of Plant Services	\$740,320.28	\$40,041.00	\$1,194,747.75	\$780,361.28
2700 Student Transportation Services	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL SUPPORT SERVICES</b>	<b>\$740,320.28</b>	<b>\$40,041.00</b>	<b>\$1,194,747.75</b>	<b>\$780,361.28</b>
<b>3000 OPERATION OF NON-INSTRUCTION SERVICES:</b>				
3100 Child Nutrition Programs Operations	\$0.00	\$0.00	\$0.00	\$0.00
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>4000 FACILITIES ACQUISITION &amp; CONSTRUCTION SERVICES:</b>				
4200 Land Acquisition Services	\$0.00	\$0.00	\$0.00	\$0.00
4300 Land Improvement Services	\$0.00	\$0.00	\$175,800.00	\$0.00
4400 Architecture and Engineering Services	\$44,500.00	\$0.00	\$0.00	\$44,500.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$200,000.00	\$0.00
4700 Building Improvement Services	\$940,920.14	\$0.00	\$0.00	\$940,920.14
<b>TOTAL FACILITIES ACQUISITION &amp; CONST. SERVICES</b>	<b>\$985,420.14</b>	<b>\$0.00</b>	<b>\$375,800.00</b>	<b>\$985,420.14</b>
<b>5000 OTHER OUTLAYS:</b>				
5100 Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
5200 Fund Transfer/Reimbursement (Child Nutrition Fund)	\$0.00	\$0.00	\$0.00	\$0.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$0.00	\$0.00	\$0.00	\$0.00
5600 Correcting Entry	\$0.00	\$0.00	\$0.00	\$0.00
5800 Charter School Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00
5900 Arbitrage	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL OTHER OUTLAYS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>7000 OTHER USES / UNBUDGETED ITEMS:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>8000 REPAYMENTS:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL BUILDING FUND 2020-21 FISCAL YEAR</b>	<b>\$1,725,740.42</b>	<b>\$40,041.00</b>	<b>\$1,570,547.75</b>	<b>\$1,765,781.42</b>

ESTIMATE OF NEEDS FOR THE FISCAL YEAR 2021-22		Estimate of Needs by	Approved by
PURPOSE:		Governing Board	County Excise Board
Current Expense		\$3,151,914.75	\$3,151,914.75
Pro rata share of County Assessor's Budget as determined by County Excise Board		\$0.00	\$0.00
<b>GRAND TOTAL - Home School</b>		<b>\$3,151,914.75</b>	<b>\$3,151,914.75</b>

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CHILD NUTRITION FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT 'D'

Schedule 1: Current Balance Sheet for June 30, 2021		Amount
<b>ASSETS:</b>		
Cash Balances		\$581,196.34
Investments		\$591,230.03
<b>TOTAL ASSETS</b>		<b>\$1,172,426.37</b>
<b>LIABILITIES AND RESERVES:</b>		
Warrants Outstanding		\$279,463.39
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$347,947.37
<b>TOTAL LIABILITIES AND RESERVES</b>		<b>\$627,410.76</b>
<b>CASH FUND BALANCE JUNE 30, 2021</b>		<b>\$545,015.61</b>
<b>TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE</b>		<b>\$1,172,426.37</b>

Schedule 2: Revenue and Requirements, 2020-2021		
REVENUE:	Estimated Budget	Actual Revenue & Expenditures
Revenues, Non-Revenue Receipts & Cash Balances (Schedule 6)	\$3,025,221.90	\$3,806,783.62
<b>LESS: REQUIREMENTS:</b>		
Expenditures (Schedule 8)	\$3,025,221.90	\$3,261,768.01
<b>CASH FUND BALANCE JUNE 30, 2021</b>	<b>\$0.00</b>	<b>\$545,015.61</b>

Schedule 3: Child Nutrition Fund Cash Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2020-21	2019-20	PRE-2019	Total
Cash Balance Reported to Excise Board 6-30-20	\$0.00	\$828,670.89	\$0.00	\$828,670.89
<b>REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCE</b>				
Revenues/Non-Rev (Sch 6 Source Codes 1000 to 5999)	\$3,406,289.50	\$0.00	\$0.00	\$3,406,289.50
Cash Balances Transferred (Sch 6 Source Code 6110)	\$400,494.11	-\$400,494.11	\$0.00	\$0.00
Prior Year Lapsed Appropri (Sch 6 Source Code 6130)	\$0.01	-\$0.01	\$0.00	\$0.00
Estopped Warrants (Sch 6 Source Code 6140)	\$0.00	\$0.00	\$0.00	\$0.00
Interfund Transfers (Sch 6 Source Code 6200)	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCE</b>	<b>\$3,806,783.62</b>	<b>-\$400,494.12</b>	<b>\$0.00</b>	<b>\$3,406,289.50</b>
Warrants Paid of Year in Caption	\$2,634,357.25	\$428,176.77	\$0.00	\$3,062,534.02
<b>TOTAL DISBURSEMENTS</b>	<b>\$2,634,357.25</b>	<b>\$428,176.77</b>	<b>\$0.00</b>	<b>\$3,062,534.02</b>
<b>CASH &amp; INVESTMENTS BALANCE JUNE 30, 2021</b>	<b>\$1,172,426.37</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,172,426.37</b>
Reserve for Warrants Outstanding (Schedule 4)	\$279,463.39	\$0.00	\$0.00	\$279,463.39
Reserve for Encumbrances (Schedule 8)	\$347,947.37	\$0.00	\$0.00	\$347,947.37
<b>TOTAL LIABILITIES AND RESERVE</b>	<b>\$627,410.76</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$627,410.76</b>
<b>DEFICIT:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CASH FUND BAL FORWARD TO SUCCEEDING YEAR</b>	<b>\$545,015.61</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$545,015.61</b>

Schedule 4: Child Nutrition Fund Warrant Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2020-21	2019-20	PRE-2019	Total
Warrants Outstanding 6-30 of Year in Caption	\$0.00	\$237,292.48	\$0.00	\$237,292.48
Warrants Registered During Year	\$2,913,820.64	\$190,884.29	\$0.00	\$3,104,704.93
<b>TOTAL</b>	<b>\$2,913,820.64</b>	<b>\$428,176.77</b>	<b>\$0.00</b>	<b>\$3,341,997.41</b>
Warrants Paid During Year	\$2,634,357.25	\$428,176.77	\$0.00	\$3,062,534.02
Warrants Converted to Bonds or Judgments	\$0.00	\$0.00	\$0.00	\$0.00
Warrants Estopped by Statute/Canceled	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL WARRANTS RETIRED</b>	<b>\$2,634,357.25</b>	<b>\$428,176.77</b>	<b>\$0.00</b>	<b>\$3,062,534.02</b>
<b>BALANCE WARRANTS OUTSTANDING JUNE 30, 2021</b>	<b>\$279,463.39</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$279,463.39</b>

CHILD NUTRITION FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT 'D'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances		
SOURCE	2020-21 Account	
	AMOUNT ESTIMATED	ACTUALLY COLLECTED
<b>1000 DISTRICT SOURCES OF REVENUE:</b>		
1100 TAXES LEVIED/ASSESSED		
1110 Ad Valorem Tax Levy (Current Year)	\$0.00	\$0.00
1120 Ad Valorem Tax Levy (Prior Years)	\$0.00	\$0.00
1130 Revenue In Lieu Of Taxes	\$0.00	\$0.00
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	\$0.00
1190 Other Taxes	\$0.00	\$0.00
<b>TOTAL TAXES LEVIED/ASSESSED</b>	<b>\$0.00</b>	<b>\$0.00</b>
1200 Tuition & Fees	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	\$0.00	\$2,203.89
1400 Rental, Disposals and Commissions	\$0.00	\$0.00
1500 Reimbursements	\$0.00	\$5,102.00
1600 Other Local Sources of Revenue	\$0.00	\$200.00
1700 CHILD NUTRITION PROGRAM		
1710 Students' Lunches	\$575,534.34	\$34,771.96
1720 Students' Breakfasts	\$0.00	\$4,406.10
1730 Adult Lunches/Breakfasts	\$16,992.18	\$21,435.05
1740 Extra Food/A La Carte/Extra Milk	\$0.00	\$0.00
1750 Special Milk Program	\$0.00	\$0.00
1760 Contract Lunches, Breakfasts, Milk and Supplements	\$0.00	\$0.00
1790 Other District Revenue (Child Nutrition Programs)	\$0.00	\$0.00
<b>TOTAL CHILD NUTRITION PROGRAM</b>	<b>\$592,526.52</b>	<b>\$60,613.11</b>
1800 Athletics	\$0.00	\$0.00
<b>TOTAL DISTRICT SOURCES OF REVENUE</b>	<b>\$592,526.52</b>	<b>\$68,119.00</b>
<b>2000 INTERMEDIATE SOURCES OF REVENUE:</b>		
<b>TOTAL INTERMEDIATE SOURCES OF REVENUE</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>3000 STATE SOURCES OF REVENUE:</b>		
3100 Total Dedicated Revenue	\$0.00	\$0.00
3200 Total State Aid - General Operations - Non-Categorical	\$14,529.60	\$14,308.56
3300 State Aid - Competitive Grants - Categorical	\$0.00	\$0.00
3400 State - Categorical	\$0.00	\$0.00
3500 Special Programs	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$0.00	\$0.00
3700 CHILD NUTRITION PROGRAM		
3710 State Reimbursement	\$0.00	\$0.00
3720 State Matching	\$25,030.60	\$27,090.76
<b>TOTAL CHILD NUTRITION PROGRAM</b>	<b>\$25,030.60</b>	<b>\$27,090.76</b>
3800 State Vocational Programs - Multi-Source	\$0.00	\$0.00
<b>TOTAL STATE SOURCES OF REVENUE</b>	<b>\$39,560.20</b>	<b>\$41,399.32</b>
<b>4000 FEDERAL SOURCES OF REVENUE:</b>		
4100 Grants-In-Aid Direct From The Federal Government	\$0.00	\$0.00
4200 Disadvantaged Students	\$0.00	\$0.00
4300 Individuals With Disabilities	\$0.00	\$0.00
4400 No Child Left Behind	\$0.00	\$0.00
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$0.00	\$0.00
4600 Other Federal Sources Passed Through State Dept Of Education	\$0.00	\$0.00
4700 CHILD NUTRITION PROGRAMS		
4710 Lunches	\$1,265,273.12	\$0.00
4720 Breakfasts	\$459,824.29	\$0.00
4730 Special Milk	\$0.00	\$0.00
4740 Summer Food Service Program	\$267,543.66	\$3,295,471.18
4750 Child and Adult Food Program	\$0.00	\$0.00
<b>TOTAL CHILD NUTRITION PROGRAMS</b>	<b>\$1,992,641.07</b>	<b>\$3,295,471.18</b>
4800 Federal Vocational Education	\$0.00	\$0.00
<b>TOTAL FEDERAL SOURCES OF REVENUE</b>	<b>\$1,992,641.07</b>	<b>\$3,295,471.18</b>
<b>5000 NON-REVENUE RECEIPTS:</b>		
<b>TOTAL NON-REVENUE RECEIPTS</b>	<b>\$0.00</b>	<b>\$1,300.00</b>
<b>6000 BALANCE SHEET ACCOUNTS</b>		
6100 CASH ACCOUNTS		
6110 Cash Forward	\$400,494.11	\$400,494.11
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$0.00	\$0.01
6140 Estopped Warrants by Statute	\$0.00	\$0.00
<b>TOTAL CASH ACCOUNTS</b>	<b>\$400,494.11</b>	<b>\$400,494.12</b>
6200 Interfund Transfers	\$0.00	\$0.00
<b>TOTAL BALANCE SHEET ACCOUNTS</b>	<b>\$400,494.11</b>	<b>\$400,494.12</b>
<b>GRAND TOTAL</b>	<b>\$3,025,221.90</b>	<b>\$3,806,783.62</b>

CHILD NUTRITION FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT 'D'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances (Continued)				
SOURCE	2020-21 Account	BASIS AND LIMIT OF ENSUING	ESTIMATED BY GOVERNING BOARD	APPROVED BY EXCISE BOARD
	OVER/UNDER			
<b>1000 DISTRICT SOURCES OF REVENUE:</b>				
<b>1100 TAXES LEVIED/ASSESSED</b>				
1110 Ad Valorem Tax Levy (Current Year)	\$0.00	0.00%	\$0.00	\$0.00
1120 Ad Valorem Tax Levy (Prior Years)	\$0.00	0.00%	\$0.00	\$0.00
1130 Revenue In Lieu Of Taxes	\$0.00	0.00%	\$0.00	\$0.00
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	0.00%	\$0.00	\$0.00
1190 Other Taxes	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTAL TAXES LEVIED/ASSESSED</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
1200 Tuition & Fees	\$0.00	0.00%	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	\$2,203.89	0.00%	\$0.00	\$0.00
1400 Rental, Disposals and Commissions	\$0.00	0.00%	\$0.00	\$0.00
1500 Reimbursements	\$5,102.00	0.00%	\$0.00	\$0.00
1600 Other Local Sources of Revenue	\$200.00	0.00%	\$0.00	\$0.00
<b>1700 CHILD NUTRITION PROGRAM</b>				
1710 Students' Lunches	-\$540,762.38	95.00%	\$33,033.36	\$33,033.36
1720 Students' Breakfasts	\$4,406.10	95.00%	\$4,185.80	\$4,185.80
1730 Adult Lunches/Breakfasts	\$4,442.87	95.00%	\$20,363.30	\$20,363.30
1740 Extra Food/A La Carte/Extra Milk	\$0.00	0.00%	\$0.00	\$0.00
1750 Special Milk Program	\$0.00	0.00%	\$0.00	\$0.00
1760 Contract Lunches, Breakfasts, Milk and Supplements	\$0.00	0.00%	\$0.00	\$0.00
1790 Other District Revenue (Child Nutrition Programs)	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTAL CHILD NUTRITION PROGRAM</b>	<b>-\$531,913.41</b>		<b>\$57,582.46</b>	<b>\$57,582.46</b>
1800 Athletics	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTAL DISTRICT SOURCES OF REVENUE</b>	<b>-\$524,407.52</b>		<b>\$57,582.46</b>	<b>\$57,582.46</b>
<b>2000 INTERMEDIATE SOURCES OF REVENUE:</b>				
<b>TOTAL INTERMEDIATE SOURCES OF REVENUE</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>3000 STATE SOURCES OF REVENUE:</b>				
3100 Total Dedicated Revenue	\$0.00	0.00%	\$0.00	\$0.00
3200 Total State Aid - General Operations - Non-Categorical	-\$221.04	100.00%	\$14,308.56	\$14,308.56
3300 State Aid - Competitive Grants - Categorical	\$0.00	0.00%	\$0.00	\$0.00
3400 State - Categorical	\$0.00	0.00%	\$0.00	\$0.00
3500 Special Programs	\$0.00	0.00%	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$0.00	0.00%	\$0.00	\$0.00
<b>3700 CHILD NUTRITION PROGRAM</b>				
3710 State Reimbursement	\$0.00	0.00%	\$0.00	\$0.00
3720 State Matching	\$2,060.16	95.00%	\$25,736.22	\$25,736.22
<b>TOTAL CHILD NUTRITION PROGRAM</b>	<b>\$2,060.16</b>		<b>\$25,736.22</b>	<b>\$25,736.22</b>
3800 State Vocational Programs - Multi-Source	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTAL STATE SOURCES OF REVENUE</b>	<b>\$1,839.12</b>		<b>\$40,044.78</b>	<b>\$40,044.78</b>
<b>4000 FEDERAL SOURCES OF REVENUE:</b>				
4100 Grants-In-Aid Direct From The Federal Government	\$0.00	0.00%	\$0.00	\$0.00
4200 Disadvantaged Students	\$0.00	0.00%	\$0.00	\$0.00
4300 Individuals With Disabilities	\$0.00	0.00%	\$0.00	\$0.00
4400 No Child Left Behind	\$0.00	0.00%	\$0.00	\$0.00
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$0.00	0.00%	\$0.00	\$0.00
4600 Other Federal Sources Passed Through State Dept Of Education	\$0.00	0.00%	\$0.00	\$0.00
<b>4700 CHILD NUTRITION PROGRAMS</b>				
4710 Lunches	-\$1,265,273.12	0.00%	\$1,987,908.21	\$1,987,908.21
4720 Breakfasts	-\$459,824.29	0.00%	\$722,443.61	\$722,443.61
4730 Special Milk	\$0.00	0.00%	\$0.00	\$0.00
4740 Summer Food Service Program	\$3,027,927.52	12.76%	\$420,345.80	\$420,345.80
4750 Child and Adult Food Program	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTAL CHILD NUTRITION PROGRAMS</b>	<b>\$1,302,830.11</b>		<b>\$3,130,697.62</b>	<b>\$3,130,697.62</b>
4800 Federal Vocational Education	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTAL FEDERAL SOURCES OF REVENUE</b>	<b>\$1,302,830.11</b>		<b>\$3,130,697.62</b>	<b>\$3,130,697.62</b>
<b>5000 NON-REVENUE RECEIPTS:</b>				
<b>TOTAL NON-REVENUE RECEIPTS</b>	<b>\$1,300.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>6000 BALANCE SHEET ACCOUNTS</b>				
<b>6100 CASH ACCOUNTS</b>				
6110 Cash Forward	\$0.00	136.09%	\$545,015.61	\$545,015.61
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$0.01	0.00%	\$0.00	\$0.00
6140 Estopped Warrants by Statute	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTAL CASH ACCOUNTS</b>	<b>\$0.01</b>		<b>\$545,015.61</b>	<b>\$545,015.61</b>
6200 Interfund Transfers	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTAL BALANCE SHEET ACCOUNTS</b>	<b>\$0.01</b>		<b>\$545,015.61</b>	<b>\$545,015.61</b>
<b>GRAND TOTAL</b>	<b>\$781,561.72</b>		<b>\$3,773,340.47</b>	<b>\$3,773,340.47</b>

CHILD NUTRITION FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT 'D'

Schedule 7: Report of Prior Year Warrants Issued From Reserves			
FISCAL YEAR ENDING JUNE 30, 2020			
	RESERVES 06-30-2020	WARRANTS ISSUED SINCE	BALANCE LAPSED
<b>TOTAL PRIOR YEAR RESERVES</b>	<b>\$190,884.30</b>	<b>\$190,884.29</b>	<b>\$0.01</b>

Schedule 8: Report of Current Year Expenditures			
APPROPRIATED ACCOUNTS	FISCAL YEAR ENDING JUNE 30, 2021		
	APPROPRIATIONS		
	ORIGINAL	SUPPLEMENTAL ADJUSTMENTS	FINAL APPROPRIATIONS
<b>1000 INSTRUCTION:</b>	\$0.00	\$0.00	\$0.00
TOTAL INSTRUCTION	\$0.00	\$0.00	\$0.00
<b>2000 SUPPORT SERVICES:</b>	\$0.00	\$0.00	\$0.00
TOTAL SUPPORT SERVICES	\$0.00	\$0.00	\$0.00
<b>3000 OPERATION OF NON-INSTRUCTION SERVICES:</b>			
<b>3100 CHILD NUTRITION PROGRAMS OPERATIONS</b>			
3110 Supervision of Child Nutrition Programs Operations	\$4,406.10	\$0.00	\$4,406.10
3120 Food Preparation & Dispensing Services	\$2,523,486.67	\$456,000.00	\$2,979,486.67
3130 Food and Supplies Delivery Services	\$13,928.56	\$0.00	\$13,928.56
3140 Other Direct/Related Child Nutrition Programs Services	\$418,473.49	\$0.00	\$418,473.49
3150 Food Procurement Services	\$0.00	\$0.00	\$0.00
3160 Non-Reimbursable Services	\$0.00	\$0.00	\$0.00
3180 Nutrition Education & Staff Development	\$0.00	\$0.00	\$0.00
3190 Other Child Nutrition Programs Operations	\$5,205.73	\$0.00	\$5,205.73
<b>TOTAL CHILD NUTRITION PROGRAMS OPERATIONS</b>	<b>\$2,965,500.55</b>	<b>\$456,000.00</b>	<b>\$3,421,500.55</b>
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$0.00	\$0.00	\$0.00
<b>TOTAL OPERATION OF NON-INSTRUCTION SERVICES</b>	<b>\$2,965,500.55</b>	<b>\$456,000.00</b>	<b>\$3,421,500.55</b>
<b>4000 FACILITIES ACQUISITION &amp; CONSTRUCTION SERV:</b>			
4100 Supv. of Facilities Acquisition and Construction	\$0.00	\$0.00	\$0.00
4200 Site Acquisition Services	\$0.00	\$0.00	\$0.00
4300 Site Improvement Services	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00
4900 Other Facilities Acquisition and Const. Services	\$0.00	\$0.00	\$0.00
<b>TOTAL FACILITIES ACQUISITION &amp; CONST. SERVICES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>5000 OTHER OUTLAYS:</b>			
5100 Debt Service	\$0.00	\$0.00	\$0.00
5200 Reimbursement(Child Nutrition Fund)	\$59,721.35	\$0.00	\$59,721.35
5300 Clearing Account	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$0.00	\$0.00	\$0.00
5600 Correcting Entry	\$0.00	\$0.00	\$0.00
<b>TOTAL OTHER OUTLAYS</b>	<b>\$59,721.35</b>	<b>\$0.00</b>	<b>\$59,721.35</b>
<b>7000 OTHER USES:</b>	\$0.00	\$0.00	\$0.00
TOTAL OTHER USES	\$0.00	\$0.00	\$0.00
<b>8000 REPAYMENTS:</b>	\$0.00	\$0.00	\$0.00
TOTAL REPAYMENTS	\$0.00	\$0.00	\$0.00
<b>TOTAL CHILD NUTRITION FUND 2020-21 FISCAL YEAR</b>	<b>\$3,025,221.90</b>	<b>\$456,000.00</b>	<b>\$3,481,221.90</b>

CHILD NUTRITION FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT 'D'

Schedule 8: Report of Current Year Expenditures (Continued)				2020-2021
FISCAL YEAR ENDING JUNE 30, 2021				EXPENDITURES
APPROPRIATED ACCOUNTS	WARRANTS ISSUED	RESERVES	LAPSED BALANCE KNOWN TO BE UNENCUMBERED	FOR CURRENT EXPENSE PURPOSES
<b>1000 INSTRUCTION:</b>	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL INSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00
<b>2000 SUPPORT SERVICES:</b>	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL SUPPORT SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
<b>3000 OPERATION OF NON-INSTRUCTION SERVICES:</b>				
<b>3100 CHILD NUTRITION PROGRAMS OPERATIONS</b>				
3110 Supervision of Child Nutrition Programs Operations	\$4,406.10	\$0.00	\$0.00	\$4,406.10
3120 Food Preparation & Dispensing Services	\$2,656,927.09	\$240,516.14	\$82,043.44	\$2,897,443.23
3130 Food and Supplies Delivery Services	\$6,964.28	\$0.00	\$6,964.28	\$6,964.28
3140 Other Direct/Related Child Nutrition Programs Services	\$159,161.04	\$107,431.23	\$151,881.22	\$266,592.27
3150 Food Procurement Services	\$21,435.05	\$0.00	-\$21,435.05	\$21,435.05
3160 Non-Reimbursable Services	\$0.00	\$0.00	\$0.00	\$0.00
3180 Nutrition Education & Staff Development	\$0.00	\$0.00	\$0.00	\$0.00
3190 Other Child Nutrition Programs Operations	\$5,205.73	\$0.00	\$0.00	\$5,205.73
TOTAL CHILD NUTRITION PROGRAMS OPERATIONS	\$2,854,099.29	\$347,947.37	\$219,453.89	\$3,202,046.66
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OPERATION OF NON-INSTRUCTION SERVICES	\$2,854,099.29	\$347,947.37	\$219,453.89	\$3,202,046.66
<b>4000 FACILITIES ACQUISITION &amp; CONSTRUCTION SERV:</b>				
4100 Supp. of Facilities Acquisition and Construction	\$0.00	\$0.00	\$0.00	\$0.00
4200 Site Acquisition Services	\$0.00	\$0.00	\$0.00	\$0.00
4300 Site Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
4900 Other Facilities Acquisition and Const. Services	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL FACILITIES ACQUISITION & CONST. SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
<b>5000 OTHER OUTLAYS:</b>				
5100 Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
5200 Reimbursement(Child Nutrition Fund)	\$59,721.35	\$0.00	\$0.00	\$59,721.35
5300 Clearing Account	\$0.00	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$0.00	\$0.00	\$0.00	\$0.00
5600 Correcting Entry	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OTHER OUTLAYS	\$59,721.35	\$0.00	\$0.00	\$59,721.35
<b>7000 OTHER USES:</b>	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OTHER USES	\$0.00	\$0.00	\$0.00	\$0.00
<b>8000 REPAYMENTS:</b>	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL REPAYMENTS	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CHILD NUTRITION FUND 2020-21 FISCAL YE</b>	<b>\$2,913,820.64</b>	<b>\$347,947.37</b>	<b>\$219,453.89</b>	<b>\$3,261,768.01</b>

ESTIMATE OF NEEDS FOR THE FISCAL YEAR 2021-22		Estimate of Needs by	Approved by
		Governing Board	County Excise Board
PURPOSE:			
Current Expense		\$3,773,340.47	\$3,773,340.47
Pro rata share of County Assessor's Budget as determined by County Excise Board		\$0.00	\$0.00
<b>GRAND TOTAL - Home School</b>		<b>\$3,773,340.47</b>	<b>\$3,773,340.47</b>

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SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2021 - Not Affecting Homesteads (New)						
<b>PURPOSE OF BOND ISSUE:</b>						2015 Bldg Bonds
Date Of Issue						6/1/2015
Date Of Sale By Delivery						6/1/2015
<b>HOW AND WHEN BONDS MATURE:</b>						
Uniform Maturities:						
Date Maturity Begins						6/1/2017
Amount Of Each Uniform Maturity						\$ 465,000.00
Final Maturity Otherwise:						
Date of Final Maturity						6/1/2030
Amount of Final Maturity						\$ 480,000.00
<b>AMOUNT OF ORIGINAL ISSUE</b>						\$ 6,525,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year						\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						\$ 6,525,000.00
Years To Run						15
Normal Annual Accrual						\$ 435,000.00
Tax Years Run						6
Accrual Liability To Date						\$ 2,610,000.00
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2020						\$ 1,860,000.00
Bonds Paid During 2020-2021						\$ 465,000.00
Matured Bonds Unpaid						\$ 0.00
Balance Of Accrual Liability						\$ 285,000.00
<b>TOTAL BONDS OUTSTANDING 6-30-2021:</b>						
Matured						\$ 0.00
Unmatured						\$ 4,200,000.00
<b>Coupon Computation:</b>	<b>Coupon Date</b>	<b>Unmatured Amount</b>	<b>% Int.</b>	<b>Months</b>	<b>Interest Amount</b>	
Bonds and Coupons	6/1/2022	\$ 465,000.00	2.000%	11 Mo.	\$ 8,525.00	
Bonds and Coupons	6/1/2023	\$ 465,000.00	2.000%	12 Mo.	\$ 9,300.00	
Bonds and Coupons	6/1/2024	\$ 465,000.00	2.000%	12 Mo.	\$ 9,300.00	
Bonds and Coupons	6/1/2025	\$ 465,000.00	2.500%	12 Mo.	\$ 11,625.00	
Bonds and Coupons	6/1/2026	\$ 465,000.00	2.500%	12 Mo.	\$ 11,625.00	
Bonds and Coupons	6/1/2027	\$ 465,000.00	2.500%	12 Mo.	\$ 11,625.00	
Bonds and Coupons	6/1/2028	\$ 465,000.00	3.000%	12 Mo.	\$ 13,950.00	
Bonds and Coupons	6/1/2029	\$ 465,000.00	3.000%	12 Mo.	\$ 13,950.00	
Bonds and Coupons	6/1/2030	\$ 480,000.00	3.000%	12 Mo.	\$ 14,400.00	
Bonds and Coupons				Mo.	\$ 0.00	
<b>Requirement for Interest Earnings After Last Tax-Levy Year:</b>						
Terminal Interest To Accrue						\$ 0.00
Years To Run						0
Accrue Each Year						\$ 0.00
Tax Years Run						0
Total Accrual To Date						\$ 0.00
Current Interest Earned Through 2021-2022						\$ 104,300.00
Total Interest To Levy For 2021-2022						\$ 104,300.00
<b>INTEREST COUPON ACCOUNT:</b>						
Interest Earned But Unpaid 6-30-2020:						
Matured						\$ 0.00
Unmatured						\$ 9,531.25
Interest Earnings 2020-2021						\$ 113,600.00
Coupons Paid Through 2020-2021						\$ 114,375.00
Interest Earned But Unpaid 6-30-2021:						
Matured						\$ 0.00
Unmatured						\$ 8,756.25

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT "E"

Schedule I: Detail of Bond and Coupon Indebtedness as of June 30, 2021 - Not Affecting Homesteads (New)						
<b>PURPOSE OF BOND ISSUE:</b>						2018 Comb. Purpose Bonds
Date Of Issue						6/1/2018
Date Of Sale By Delivery						6/28/2018
<b>HOW AND WHEN BONDS MATURE:</b>						
Uniform Maturities:						
Date Maturity Begins						6/1/2020
Amount Of Each Uniform Maturity						\$ 2,210,000.00
Final Maturity Otherwise:						
Date of Final Maturity						6/1/2026
Amount of Final Maturity						\$ 2,240,000.00
<b>AMOUNT OF ORIGINAL ISSUE</b>						\$ 15,500,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year						\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						\$ 15,500,000.00
Years To Run						8
Normal Annual Accrual						\$ 1,937,500.00
Tax Years Run						3
Accrual Liability To Date						\$ 5,812,500.00
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2020						\$ 2,210,000.00
Bonds Paid During 2020-2021						\$ 2,210,000.00
Matured Bonds Unpaid						\$ 0.00
Balance Of Accrual Liability						\$ 1,392,500.00
<b>TOTAL BONDS OUTSTANDING 6-30-2021:</b>						
Matured						\$ 0.00
Unmatured						\$ 11,080,000.00
<b>Coupon Computation:</b>	<b>Coupon Date</b>	<b>Unmatured Amount</b>	<b>% Int.</b>	<b>Months</b>	<b>Interest Amount</b>	
Bonds and Coupons	6/1/2022	\$ 2,210,000.00	3.000%	11 Mo.	\$ 60,775.00	
Bonds and Coupons	6/1/2023	\$ 2,210,000.00	3.000%	12 Mo.	\$ 66,300.00	
Bonds and Coupons	6/1/2024	\$ 2,210,000.00	3.000%	12 Mo.	\$ 66,300.00	
Bonds and Coupons	6/1/2025	\$ 2,210,000.00	3.000%	12 Mo.	\$ 66,300.00	
Bonds and Coupons	6/1/2026	\$ 2,240,000.00	3.000%	12 Mo.	\$ 67,200.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
<b>Requirement for Interest Earnings After Last Tax-Levy Year:</b>						
Terminal Interest To Accrue						\$ 0.00
Years To Run						0
Accrue Each Year						\$ 0.00
Tax Years Run						0
Total Accrual To Date						\$ 0.00
Current Interest Eamed Through 2021-2022						\$ 326,875.00
Total Interest To Levy For 2021-2022						\$ 326,875.00
<b>INTEREST COUPON ACCOUNT:</b>						
Interest Eamed But Unpaid 6-30-2020:						
Matured						\$ 0.00
Unmatured						\$ 32,304.17
Interest Earnings 2020-2021						\$ 383,045.83
Coupons Paid Through 2020-2021						\$ 387,650.00
Interest Eamed But Unpaid 6-30-2021:						
Matured						\$ 0.00
Unmatured						\$ 27,700.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT "E"

Schedule I: Detail of Bond and Coupon Indebtedness as of June 30, 2021 - Not Affecting Homesteads (New)					
<b>PURPOSE OF BOND ISSUE:</b>					2019 Bldg Bonds
Date Of Issue					6/1/2019
Date Of Sale By Delivery					6/1/2019
<b>HOW AND WHEN BONDS MATURE:</b>					
Uniform Maturities:					
Date Maturity Begins					6/1/2021
Amount Of Each Uniform Maturity					\$ 10,500,000.00
Final Maturity Otherwise:					
Date of Final Maturity					6/1/2021
Amount of Final Maturity					\$ 10,500,000.00
<b>AMOUNT OF ORIGINAL ISSUE</b>					<b>\$ 10,500,000.00</b>
Cancelled, In Judgement Or Delayed For Final Levy Year					\$ 0.00
<b>Basis of Accruals Contemplated on Net Collections or Better in Anticipation:</b>					
Bond Issues Accruing By Tax Levy					\$ 10,500,000.00
Years To Run					2
Normal Annual Accrual					\$ 0.00
Tax Years Run					2
Accrual Liability To Date					\$ 10,500,000.00
Deductions From Total Accruals:					
Bonds Paid Prior To 6-30-2020					\$ 0.00
Bonds Paid During 2020-2021					\$ 10,500,000.00
Matured Bonds Unpaid					\$ 0.00
Balance Of Accrual Liability					\$ 0.00
<b>TOTAL BONDS OUTSTANDING 6-30-2021:</b>					
Matured					\$ 0.00
Unmatured					\$ 0.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
<b>Requirement for Interest Earnings After Last Tax-Levy Year:</b>					
Terminal Interest To Accrue					\$ 0.00
Years To Run					0
Accrue Each Year					\$ 0.00
Tax Years Run					0
Total Accrual To Date					\$ 0.00
Current Interest Eamed Through 2021-2022					\$ 0.00
Total Interest To Levy For 2021-2022					\$ 0.00
<b>INTEREST COUPON ACCOUNT:</b>					
Interest Earned But Unpaid 6-30-2020:					
Matured					\$ 0.00
Unmatured					\$ 17,500.00
Interest Earnings 2020-2021					\$ 192,500.00
Coupons Paid Through 2020-2021					\$ 210,000.00
Interest Earned But Unpaid 6-30-2021:					
Matured					\$ 0.00
Unmatured					\$ 0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2021 - Not Affecting Homesteads (New)					
<b>PURPOSE OF BOND ISSUE:</b>					2020A Comb Purp Bonds
Date Of Issue					6/1/2020
Date Of Sale By Delivery					6/1/2020
<b>HOW AND WHEN BONDS MATURE:</b>					
Uniform Maturities:					
Date Maturity Begins					6/1/2022
Amount Of Each Uniform Maturity					\$ 180,000.00
Final Maturity Otherwise:					
Date of Final Maturity					6/1/2024
Amount of Final Maturity					\$ 190,000.00
<b>AMOUNT OF ORIGINAL ISSUE</b>					
Cancelled, In Judgement Or Delayed For Final Levy Year					\$ 550,000.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:					\$ 0.00
Bond Issues Accruing By Tax Levy					\$ 550,000.00
Years To Run					4
Normal Annual Accrual					\$ 137,500.00
Tax Years Run					1
Accrual Liability To Date					\$ 137,500.00
Deductions From Total Accruals:					
Bonds Paid Prior To 6-30-2020					\$ 0.00
Bonds Paid During 2020-2021					\$ 0.00
Matured Bonds Unpaid					\$ 0.00
Balance Of Accrual Liability					\$ 137,500.00
<b>TOTAL BONDS OUTSTANDING 6-30-2021:</b>					
Matured					\$ 0.00
Unmatured					\$ 550,000.00
<b>Coupon Computation:</b>	<b>Coupon Date</b>	<b>Unmatured Amount</b>	<b>% Int.</b>	<b>Months</b>	<b>Interest Amount</b>
Bonds and Coupons	6/1/2022	\$ 180,000.00	1.500%	11 Mo.	\$ 2,475.00
Bonds and Coupons	6/1/2023	\$ 180,000.00	1.500%	12 Mo.	\$ 2,700.00
Bonds and Coupons	6/1/2024	\$ 190,000.00	1.100%	12 Mo.	\$ 2,090.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
<b>Requirement for Interest Earnings After Last Tax-Levy Year:</b>					
Terminal Interest To Accrue					\$ 0.00
Years To Run					0
Accrue Each Year					\$ 0.00
Tax Years Run					0
Total Accrual To Date					\$ 0.00
Current Interest Earned Through 2021-2022					\$ 7,265.00
Total Interest To Levy For 2021-2022					\$ 7,265.00
<b>INTEREST COUPON ACCOUNT:</b>					
<b>Interest Earned But Unpaid 6-30-2020:</b>					
Matured					\$ 0.00
Unmatured					\$ 0.00
Interest Earnings 2020-2021					\$ 8,114.17
Coupons Paid Through 2020-2021					\$ 7,490.00
<b>Interest Earned But Unpaid 6-30-2021:</b>					
Matured					\$ 0.00
Unmatured					\$ 624.17

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT "E"

Schedule I: Detail of Bond and Coupon Indebtedness as of June 30, 2021 - Not Affecting Homesteads (New)					
<b>PURPOSE OF BOND ISSUE:</b>					2020B Comb Purp Bonds
Date Of Issue					6/1/2020
Date Of Sale By Delivery					6/1/2020
<b>HOW AND WHEN BONDS MATURE:</b>					
Uniform Maturities:					
Date Maturity Begins					6/1/2022
Amount Of Each Uniform Maturity					\$ 665,000.00
Final Maturity Otherwise:					
Date of Final Maturity					6/1/2025
Amount of Final Maturity					\$ 665,000.00
<b>AMOUNT OF ORIGINAL ISSUE</b>					<b>\$ 2,660,000.00</b>
Cancelled, In Judgement Or Delayed For Final Levy Year					\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:					
Bond Issues Accruing By Tax Levy					\$ 2,660,000.00
Years To Run					5
Normal Annual Accrual					\$ 532,000.00
Tax Years Run					1
Accrual Liability To Date					\$ 532,000.00
Deductions From Total Accruals:					
Bonds Paid Prior To 6-30-2020					\$ 0.00
Bonds Paid During 2020-2021					\$ 0.00
Matured Bonds Unpaid					\$ 0.00
Balance Of Accrual Liability					\$ 532,000.00
<b>TOTAL BONDS OUTSTANDING 6-30-2021:</b>					
Matured					\$ 0.00
Unmatured					\$ 2,660,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount
Bonds and Coupons	6/1/2022	\$ 665,000.00	1.100%	11 Mo.	\$ 6,705.42
Bonds and Coupons	6/1/2023	\$ 665,000.00	1.100%	12 Mo.	\$ 7,315.00
Bonds and Coupons	6/1/2024	\$ 665,000.00	1.000%	12 Mo.	\$ 6,650.00
Bonds and Coupons	6/1/2025	\$ 665,000.00	1.200%	12 Mo.	\$ 7,980.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
<b>Requirement for Interest Earnings After Last Tax-Levy Year:</b>					
Terminal Interest To Accrue					\$ 0.00
Years To Run					0
Accrue Each Year					\$ 0.00
Tax Years Run					0
Total Accrual To Date					\$ 0.00
Current Interest Earned Through 2021-2022					\$ 28,650.42
Total Interest To Levy For 2021-2022					\$ 28,650.42
<b>INTEREST COUPON ACCOUNT:</b>					
Interest Earned But Unpaid 6-30-2020:					
Matured					\$ 0.00
Unmatured					\$ 0.00
Interest Earnings 2020-2021					\$ 31,698.33
Coupons Paid Through 2020-2021					\$ 29,260.00
Interest Earned But Unpaid 6-30-2021:					
Matured					\$ 0.00
Unmatured					\$ 2,438.33

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT "E"

Schedule I: Detail of Bond and Coupon Indebtedness as of June 30, 2021 - Not Affecting Homesteads (New)					
PURPOSE OF BOND ISSUE:					2021A Comb Purp Bonds
Date Of Issue					6/1/2021
Date Of Sale By Delivery					6/1/2021
HOW AND WHEN BONDS MATURE:					
Uniform Maturities:					
Date Maturity Begins					6/1/2023
Amount Of Each Uniform Maturity					\$ 6,690,000.00
Final Maturity Otherwise:					
Date of Final Maturity					6/1/2024
Amount of Final Maturity					\$ 6,690,000.00
AMOUNT OF ORIGINAL ISSUE					\$ 13,380,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year					\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:					
Bond Issues Accruing By Tax Levy					\$ 13,380,000.00
Years To Run					3
Normal Annual Accrual					\$ 4,460,000.00
Tax Years Run					0
Accrual Liability To Date					\$ 0.00
Deductions From Total Accruals:					
Bonds Paid Prior To 6-30-2020					\$ 0.00
Bonds Paid During 2020-2021					\$ 0.00
Matured Bonds Unpaid					\$ 0.00
Balance Of Accrual Liability					\$ 0.00
TOTAL BONDS OUTSTANDING 6-30-2021:					
Matured					\$ 0.00
Unmatured					\$ 13,380,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons	6/1/2023	\$ 6,690,000.00	1.000%	13 Mo.	\$ 72,475.00
Bonds and Coupons	6/1/2024	\$ 6,690,000.00	1.000%	13 Mo.	\$ 72,475.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Requirement for Interest Earnings After Last Tax-Levy Year:					
Terminal Interest To Accrue					\$ 0.00
Years To Run					0
Accrue Each Year					\$ 0.00
Tax Years Run					0
Total Accrual To Date					\$ 0.00
Current Interest Earned Through 2021-2022					\$ 144,950.00
Total Interest To Levy For 2021-2022					\$ 144,950.00
INTEREST COUPON ACCOUNT:					
Interest Earned But Unpaid 6-30-2020:					
Matured					\$ 0.00
Unmatured					\$ 0.00
Interest Earnings 2020-2021					\$ 0.00
Coupons Paid Through 2020-2021					\$ 0.00
Interest Earned But Unpaid 6-30-2021:					
Matured					\$ 0.00
Unmatured					\$ 0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT "E"

Schedule I: Detail of Bond and Coupon Indebtedness as of June 30, 2021 - Not Affecting Homesteads (New)					
<b>PURPOSE OF BOND ISSUE:</b>					2021B Bldg Bonds
Date Of Issue					6/1/2021
Date Of Sale By Delivery					6/1/2021
<b>HOW AND WHEN BONDS MATURE:</b>					
Uniform Maturities:					
Date Maturity Begins					6/1/2023
Amount Of Each Uniform Maturity					\$ 1,100,000.00
Final Maturity Otherwise:					
Date of Final Maturity					6/1/2023
Amount of Final Maturity					\$ 1,100,000.00
<b>AMOUNT OF ORIGINAL ISSUE</b>					<b>\$ 1,100,000.00</b>
Cancelled, In Judgement Or Delayed For Final Levy Year					\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:					
Bond Issues Accruing By Tax Levy					\$ 1,100,000.00
Years To Run					2
Normal Annual Accrual					\$ 550,000.00
Tax Years Run					0
Accrual Liability To Date					\$ 0.00
Deductions From Total Accruals:					
Bonds Paid Prior To 6-30-2020					\$ 0.00
Bonds Paid During 2020-2021					\$ 0.00
Matured Bonds Unpaid					\$ 0.00
Balance Of Accrual Liability					\$ 0.00
<b>TOTAL BONDS OUTSTANDING 6-30-2021:</b>					
Matured					\$ 0.00
Unmatured					\$ 1,100,000.00
<b>Coupon Computation:</b>	<b>Coupon Date</b>	<b>Unmatured Amount</b>	<b>% Int.</b>	<b>Months</b>	<b>Interest Amount</b>
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons	6/1/2023	\$ 1,100,000.00	1.000%	13 Mo.	\$ 11,916.67
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
<b>Requirement for Interest Earnings After Last Tax-Levy Year:</b>					
Terminal Interest To Accrue					\$ 0.00
Years To Run					0
Accrue Each Year					\$ 0.00
Tax Years Run					0
Total Accrual To Date					\$ 0.00
Current Interest Earned Through 2021-2022					\$ 11,916.67
Total Interest To Levy For 2021-2022					\$ 11,916.67
<b>INTEREST COUPON ACCOUNT:</b>					
Interest Earned But Unpaid 6-30-2020:					
Matured					\$ 0.00
Unmatured					\$ 0.00
Interest Earnings 2020-2021					\$ 0.00
Coupons Paid Through 2020-2021					\$ 0.00
Interest Earned But Unpaid 6-30-2021:					
Matured					\$ 0.00
Unmatured					\$ 0.00

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SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2021 - Not Affecting Homesteads (New)		Total All Bonds
PURPOSE OF BOND ISSUE:		
HOW AND WHEN BONDS MATURE:		
Uniform Maturities:		
Amount Of Each Uniform Maturity		\$ 21,810,000.00
Final Maturity Otherwise:		
Amount of Final Maturity		\$ 21,865,000.00
AMOUNT OF ORIGINAL ISSUE		\$ 50,215,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year		\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:		
Bond Issues Accruing By Tax Levy		\$ 50,215,000.00
Normal Annual Accrual		\$ 8,052,000.00
Accrual Liability To Date		\$ 19,592,000.00
Deductions From Total Accruals:		
Bonds Paid Prior To 6-30-2020		\$ 4,070,000.00
Bonds Paid During 2020-2021		\$ 13,175,000.00
Matured Bonds Unpaid		\$ 0.00
Balance Of Accrual Liability		\$ 2,347,000.00
TOTAL BONDS OUTSTANDING 6-30-2021:		
Matured		\$ 0.00
Unmatured		\$ 32,970,000.00
Requirement for Interest Earnings After Last Tax-Levy Year:		
Terminal Interest To Accrue		\$ 0.00
Accrue Each Year		\$ 0.00
Total Accrual To Date		\$ 0.00
Current Interest Earned Through 2021-2022		\$ 623,957.08
Total Interest To Levy For 2021-2022		\$ 623,957.08
INTEREST COUPON ACCOUNT:		
Interest Earned But Unpaid 6-30-2020:		
Matured		\$ 0.00
Unmatured		\$ 59,335.42
Interest Earnings 2020-2021		\$ 728,958.33
Coupons Paid Through 2020-2021		\$ 748,775.00
Interest Earned But Unpaid 6-30-2021:		
Matured		\$ 0.00
Unmatured		\$ 39,518.75

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT "E"

Schedule 2: Detail of Judgment Indebtedness as of June 30, 2021 - Not Affecting Homesteads (New)						
Judgments For Indebtedness Originally Incurred After January 8, 1937. (New)						
IN FAVOR OF						TOTAL ALL JUDGMENTS
BY WHOM OWNED						
PURPOSE OF JUDGMENT						
Case Number						
NAME OF COURT						
Date of Judgment						
Principal Amount of Judgment	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest Rate Assigned by Court	0.00%	0.00%	0.00%	0.00%	0.00%	
Tax Levies Made	0	0	0	0	0	
Principal Amount Provided for to June 30, 2020	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Principal Amount Provided for in 2020-2021	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
PRINCIPAL AMOUNT NOT PROVIDED FOR	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>AMOUNT TO PROVIDE BY TAX LEVY FISCAL YEAR 2021-2022</b>						
Principal 1/3	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>FOR ALL JUDGMENTS REPORTED</b>						
<b>LEVIED FOR BUT UNPAID JUDGMENT OBLIGATIONS</b>						
<b>OUTSTANDING JUNE 30, 2020</b>						
Principal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>JUDGMENT OBLIGATIONS SINCE LEVIED FOR:</b>						
Principal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>JUDGMENT OBLIGATIONS SINCE PAID:</b>						
Principal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>LEVIED BUT UNPAID JUDGMENT OBLIGATIONS</b>						
<b>OUTSTANDING JUNE 30, 2021</b>						
Principal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Schedule 3: Prepaid Judgments as of June 30, 2021						
Prepaid Judgments On Indebtedness Originating After January 8, 1937						
NAME OF JUDGMENT						TOTAL ALL PREPAID JUDGMENTS
CASE NUMBER						
NAME OF COURT						
Principal Amount of Judgment	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Tax Levies Made	0	0	0	0	0	
Unreimbursed Balance At June 30, 2020	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Reimbursement By 2020-2021 Tax Levy	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Annual Accrual On Prepaid Judgments	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Stricken By Court Order	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Asset Balance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT "E"

Schedule 4: Sinking Fund Cash Statement		
Revenue Receipts and Disbursements (Fund 41)	SINKING FUND	
	Detail	Extension
Cash on Hand June 30, 2020		\$ 7,719,269.75
Investments Since Liquidated	\$ 0.00	
<b>COLLECTED AND APPORTIONED:</b>		
Contributions From Other Districts	\$ 0.00	
2019 and Prior Ad Valorem Tax	\$ 206,511.36	
2020 Ad Valorem Tax	\$ 8,779,716.12	
Miscellaneous Receipts	\$ 189,684.22	
<b>TOTAL RECEIPTS</b>		\$ 9,175,911.70
<b>TOTAL RECEIPTS AND BALANCE</b>		\$ 16,895,181.45
<b>DISBURSEMENTS:</b>		
Coupons Paid	\$ 748,775.00	
Interest Paid on Past-Due Coupons	\$ 0.00	
Bonds Paid	\$ 13,175,000.00	
Interest Paid on Past-Due Bonds	\$ 0.00	
Commission Paid to Fiscal Agency	\$ 0.00	
Judgments Paid	\$ 0.00	
Interest Paid on Such Judgments	\$ 0.00	
Investments Purchased	\$ 2,971,007.76	
Judgments Paid Under 62 O.S. 1981, Sect 435	\$ 0.00	
<b>TOTAL DISBURSEMENTS</b>		\$ 16,894,782.76
<b>CASH BALANCE ON HAND JUNE 30, 2021</b>		\$398.69

Schedule 5: Sinking Fund Balance Sheet		
	SINKING FUND	
	Detail	Extension
Cash Balance on Hand June 30, 2021		\$ 398.69
Legal Investments Properly Maturing	\$ 2,971,007.76	
Judgments Paid to Recover by Tax Levy	\$ 0.00	
<b>TOTAL LIQUID ASSETS</b>		\$ 2,971,406.45
<b>DEDUCT MATURED INDEBTEDNESS:</b>		
a. Past-Due Coupons	\$ 0.00	
b. Interest Accrued Thereon	\$ 0.00	
c. Past-Due Bonds	\$ 0.00	
d. Interest Thereon After Last Coupon	\$ 0.00	
e. Fiscal Agent Commission On Above	\$ 0.00	
f. Judgements and Interest Levied for But Unpaid	\$ 0.00	
<b>TOTAL Items a. Through f. (To Extension Column)</b>		\$ 0.00
<b>BALANCE OF ASSETS SUBJECT TO ACCRUALS</b>		\$ 2,971,406.45
<b>DEDUCT ACCRUAL RESERVES IF ASSETS SUFFICIENT:</b>		
g. Earned Unmatured Interest	\$ 39,518.75	
h. Accrual on Final Coupons	\$ 0.00	
i. Accrued on Unmatured Bonds	\$ 2,347,000.00	
<b>TOTAL Items g. Through i. (To Extension Column)</b>		\$ 2,386,518.75
<b>EXCESS OF ASSETS OVER ACCRUAL RESERVES</b>		\$ 584,887.70

Schedule 6: Estimate of Sinking Fund Needs		
	SINKING FUND	
	Computed By Governing Board	Provided By Excise Board
Interest Earnings on Bonds	\$ 623,957.08	\$ 623,957.08
Accrual on Unmatured Bonds	\$ 8,052,000.00	\$ 8,052,000.00
Annual Accrual on "Prepaid" Judgments	\$ 0.00	\$ 0.00
Annual Accrual on Unpaid Judgments	\$ 0.00	\$ 0.00
Interest on Unpaid Judgments	\$ 0.00	\$ 0.00
Participating Contributions (Annexations):	\$ 0.00	\$ 0.00
For Credit to School Dist. No.	\$ 0.00	\$ 0.00
For Credit to School Dist. No.	\$ 0.00	\$ 0.00
For Credit to School Dist. No.	\$ 0.00	\$ 0.00
For Credit to School Dist. No.	\$ 0.00	\$ 0.00
Annual Accrual From Exhibit KK	\$ 0.00	\$ 0.00
<b>TOTAL SINKING FUND PROVISION</b>	\$ 8,675,957.08	\$ 8,675,957.08

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT "E"

Schedule 7: Ad Valorem Tax Account - Sinking Funds				
ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021			0.000 Mills	Amount
Gross Value	\$	0.00	Net Value	\$ 0.00
Total Proceeds of Levy as Certified				\$ 9,020,575.20
Additions:				\$ 0.00
Deductions:				\$ 0.00
Gross Balance Tax				\$ 9,020,575.20
Less Reserve for Delinquent Tax				\$ 429,551.20
Reserve for Protests Pending				\$ 0.00
Balance Available Tax				\$ 8,591,024.00
Deduct 2020 Tax Apportioned				\$ 8,779,716.12
Net Balance 2020 Tax in Process of Collection				\$ 0.00
Excess Collections				\$ 188,692.12

Schedule 8: Sinking Fund Contributions From Other Districts Due To Boundary Changes			
SCHOOL DISTRICT CONTRIBUTIONS		SINKING FUND	
		Actually Received	Provided For in Budget of Contributing School District
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
TOTALS		\$ 0.00	\$ 0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT "E"

Schedule 10: Miscellaneous Revenue		2020-21 ACCOUNT
Source		Amount
<b>1000 DISTRICT SOURCES OF REVENUE:</b>		
1200 Tuition & Fees		\$ 0.00
<b>1300 EARNINGS ON INVESTMENTS AND BOND SALES</b>		
1310 Interest Earnings		\$ 0.00
1320 Dividends on Insurance Policies		\$ 0.00
1330 Premium on Bonds Sold		\$ 0.00
1340 Accrued Interest on Bond Sales		\$ 11,262.23
1350 Interest on Taxes		\$ 0.00
1360 Earnings From Oklahoma Commission on School Funds Management		\$ 0.00
1370 Proceeds From Sale of Original Bonds		\$ 0.00
1390 Other Earnings on Investments		\$ 0.00
TOTAL EARNINGS ON INVESTMENTS AND BOND SALES		\$ 11,262.23
<b>1400 RENTAL, DISPOSALS AND COMMISSIONS</b>		
1410 Rental of School Facilities		\$ 0.00
1420 Rental of Property Other Than School Facilities		\$ 0.00
1430 Sales of Building and/or Real Estate		\$ 0.00
1440 Sales of Equipment, Services and Materials		\$ 0.00
1450 Bookstore Revenue		\$ 0.00
1460 Commissions		\$ 0.00
1470 Shop Revenue		\$ 0.00
1490 Other Rental, Disposals and Commissions		\$ 0.00
TOTAL RENTAL, DISPOSALS AND COMMISSIONS		\$ 0.00
1500 Reimbursements		\$ 0.00
1600 Other Local Sources of Revenue		\$ 0.00
1700 Child Nutrition Programs		\$ 0.00
1800 Athletics		\$ 0.00
TOTAL DISTRICT SOURCES OF REVENUE		\$ 11,262.23
<b>2000 INTERMEDIATE SOURCES OF REVENUE:</b>		
2100 County 4 Mill Ad Valorem Tax		\$ 0.00
2200 County Apportionment (Mortgage Tax)		\$ 0.00
2300 Resale of Property Fund Distribution		\$ 0.00
2900 Other Intermediate Sources of Revenue		\$ 0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE		\$ 0.00
<b>3000 STATE SOURCES OF REVENUE:</b>		
3100 Total Dedicated Revenue		\$ 2,637.13
3200 Total State Aid - General Operations - Non-Categorical		\$ 0.00
3300 State Aid - Competitive Grants - Categorical		\$ 0.00
3400 State - Categorical		\$ 0.00
3500 Special Programs		\$ 0.00
3600 Other State Sources of Revenue		\$ 3.16
3700 Child Nutrition Program		\$ 0.00
3800 State Vocational Programs - Multi-Source		\$ 0.00
TOTAL STATE SOURCES OF REVENUE		\$ 2,640.29
<b>4000 FEDERAL SOURCES OF REVENUE:</b>		
TOTAL FEDERAL SOURCES OF REVENUE		\$ 0.00
<b>5000 NON-REVENUE RECEIPTS:</b>		
TOTAL NON-REVENUE RECEIPTS		175,781.70
<b>GRAND TOTAL</b>		<b>\$ 189,684.22</b>

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TOTAL CAPITAL PROJECT FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT "G"

Schedule 1: Current Balance Sheet - June 30, 2021		TOTAL OF ALL FUNDS
<b>ASSETS:</b>		Amount
Cash Balances		\$1,345,658.83
Investments		\$684,085.88
<b>TOTAL ASSETS</b>		\$2,029,744.71
<b>LIABILITIES AND RESERVES:</b>		
Warrants Outstanding		\$1,819.66
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$102,525.82
<b>TOTAL LIABILITIES AND RESERVES</b>		\$104,345.48
<b>CASH FUND BALANCE JUNE 30, 2021</b>		\$1,925,399.23
<b>TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE</b>		\$2,029,744.71

Schedule 3: Capital Projects Fund Total Of All Funds Cash Accounts of Current and all Prior Years		
CURRENT AND ALL PRIOR YEARS		
Cash Balance Reported to Excise Board 6-30-20	2020-21	2020 & Prior Years
	\$0.00	\$2,177,935.18
<b>REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCES</b>		
1000 DISTRICT SOURCES OF REVENUE (Source 1000 to 1999)	\$27,848.10	
2000 INTERMEDIATE SOURCES OF REVENUE (Source 2000 to 2999)	\$0.00	
3000 STATE SOURCES OF REVENUE (Source 3000 to 3999)	\$0.00	
4000 FEDERAL SOURCES OF REVENUE (Source 4000 to 4999)	\$0.00	
5000 NON-REVENUE RECEIPTS (Source 5000 to 5999)	\$1,543,379.94	
<b>6000 BALANCE SHEET ACCOUNTS</b>		
<b>6100 CASH ACCOUNTS</b>		
6110 Cash Balances Transferred	\$2,098,460.95	
6130 Prior Year Lapsed Appropriations	\$779.72	
6140 Estopped Warrants	\$0.00	
<b>TOTAL CASH ACCOUNTS</b>		\$2,099,240.67
6200 Interfund Transfers	\$0.00	
<b>TOTAL BALANCE SHEET ACCOUNTS</b>		\$2,099,240.67
<b>TOTAL REVENUES, NON-REV RECEIPTS &amp; CASH BALANCES</b>		\$3,670,468.71
Warrants Paid of Year in Caption	\$1,640,724.00	\$981,016.05
<b>TOTAL DISBURSEMENTS</b>		\$1,640,724.00
<b>CASH &amp; INVESTMENTS BALANCE JUNE 30, 2021</b>		\$2,029,744.71
Reserve for Warrants Outstanding	\$1,819.66	\$0.00
Reserve for Interest on Warrants	\$0.00	\$0.00
Reserves From Schedule 8	\$102,525.82	\$79,474.23
<b>TOTAL LIABILITIES AND RESERVE</b>		\$104,345.48
<b>DEFICIT</b>		\$0.00
<b>CASH FUND BAL FORWARD TO SUCCEEDING YEAR</b>		\$1,925,399.23
		\$0.00

Schedule 7: Report of Prior Year Warrants Issued From Reserves	FISCAL YEAR ENDING JUNE 30, 2020		
	RESERVES 6/30/20	WARRANTS SINCE ISSUED	BALANCE LAPSED APPROPRIATIONS
<b>TOTAL PRIOR YEAR RESERVES</b>	\$79,474.23	\$78,694.51	\$779.72

Schedule 8: Report of Current Year Expenditures	FISCAL YEAR ENDING JUNE 30, 2021		
	WARRANTS ISSUED	RESERVES	TOTAL EXPENDITURES
1000 Instruction	\$447,936.30	\$29,750.00	\$477,686.30
2000 Support Services	\$962,927.36	\$72,775.82	\$1,035,703.18
3000 Operation Of Non-Instruction Services	\$0.00	\$0.00	\$0.00
4000 Facilities Acquisition & Construcion Services	\$231,680.00	\$0.00	\$231,680.00
5000 Other Outlays	\$0.00	\$0.00	\$0.00
7000 Other Uses	\$0.00	\$0.00	\$0.00
8000 Repayments	\$0.00	\$0.00	\$0.00
<b>TOTAL EXPENDITURES 2020-21 FISCAL YEAR</b>	\$1,642,543.66	\$102,525.82	\$1,745,069.48

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CAPITAL PROJECT FUNDS BY ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT "G"

Schedule 1: Current Balance Sheet - June 30, 2021	BUILDING BOND FUND (37)	Fund 31
<b>ASSETS:</b>		<b>Amount</b>
Cash Balances		\$1,057,055.02
Investments		\$0.00
<b>TOTAL ASSETS</b>		<b>\$1,057,055.02</b>
<b>LIABILITIES AND RESERVES:</b>		
Warrants Outstanding		\$0.00
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$0.00
<b>TOTAL LIABILITIES AND RESERVES</b>		<b>\$0.00</b>
<b>CASH FUND BALANCE JUNE 30, 2021</b>		<b>\$1,057,055.02</b>
<b>TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE</b>		<b>\$1,057,055.02</b>

Schedule 3: Capital Projects Fund 31 Cash Accounts of Current and all Prior Years		
CURRENT AND ALL PRIOR YEARS	2020-21	2020 & Prior Years
Cash Balance Reported to Excise Board 6-30 of Year in Caption	\$0.00	\$0.00
<b>REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCES</b>		
1000 DISTRICT SOURCES OF REVENUE (Source 1000 to 1999)	\$0.00	\$0.00
2000 INTERMEDIATE SOURCES OF REVENUE (Source 2000 to 2999)	\$0.00	\$0.00
3000 STATE SOURCES OF REVENUE (Source 3000 to 3999)	\$0.00	\$0.00
4000 FEDERAL SOURCES OF REVENUE (Source 4000 to 4999)	\$0.00	\$0.00
5000 NON-REVENUE RECEIPTS (Source 5000 to 5999)	\$1,057,055.02	\$0.00
<b>6000 BALANCE SHEET ACCOUNTS</b>		
<b>6100 CASH ACCOUNTS</b>		
6110 Cash Balances Transferred	\$0.00	\$0.00
6130 Prior Year Lapsed Appropriations	\$0.00	
6140 Estopped Warrants	\$0.00	
<b>TOTAL CASH ACCOUNTS</b>	<b>\$0.00</b>	<b>\$0.00</b>
6200 Interfund Transfers	\$0.00	
<b>TOTAL BALANCE SHEET ACCOUNTS</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL REVENUES, NON-REV RECEIPTS &amp; CASH BALANCES</b>	<b>\$1,057,055.02</b>	<b>\$0.00</b>
Warrants Paid of Year in Caption	\$0.00	\$0.00
<b>TOTAL DISBURSEMENTS</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CASH &amp; INVESTMENTS BALANCE JUNE 30, 2021</b>	<b>\$1,057,055.02</b>	<b>\$0.00</b>
Reserve for Warrants Outstanding	\$0.00	\$0.00
Reserve for Interest on Warrants	\$0.00	\$0.00
Reserves From Schedule 8	\$0.00	\$0.00
<b>TOTAL LIABILITIES AND RESERVE</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>DEFICIT</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CASH FUND BAL FORWARD TO SUCCEEDING YEAR</b>	<b>\$1,057,055.02</b>	<b>\$0.00</b>

Schedule 7: Report of Prior Year Warrants Issued From Reserves	FISCAL YEAR ENDING JUNE 30, 2020		
	RESERVES 6/30/20	WARRANTS SINCE ISSUED	BALANCE LAPSED APPROPRIATIONS
<b>TOTAL PRIOR YEAR RESERVES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Schedule 8: Report of Current Year Expenditures	FISCAL YEAR ENDING JUNE 30, 2021		
	WARRANTS ISSUED	RESERVES	TOTAL EXPENDITURES
1000 Instruction	\$0.00	\$0.00	\$0.00
2000 Support Services	\$0.00	\$0.00	\$0.00
3000 Operation Of Non-Instruction Services	\$0.00	\$0.00	\$0.00
4000 Facilities Acquisition & Construcion Services	\$0.00	\$0.00	\$0.00
5000 Other Outlays	\$0.00	\$0.00	\$0.00
7000 Other Uses	\$0.00	\$0.00	\$0.00
8000 Repayments	\$0.00	\$0.00	\$0.00
<b>TOTAL EXPENDITURES 2020-21 FISCAL YEAR</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

CAPITAL PROJECT FUNDS BY ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT "G"

Schedule 1: Current Balance Sheet - June 30, 2021	Bond Fund	Fund 37
<b>ASSETS:</b>		
		Amount
Cash Balances		\$287,808.18
Investments		\$650,000.00
<b>TOTAL ASSETS</b>		<b>\$937,808.18</b>
<b>LIABILITIES AND RESERVES:</b>		
Warrants Outstanding		\$1,819.66
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$102,525.82
<b>TOTAL LIABILITIES AND RESERVES</b>		<b>\$104,345.48</b>
<b>CASH FUND BALANCE JUNE 30, 2021</b>		<b>\$833,462.70</b>
<b>TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE</b>		<b>\$937,808.18</b>

Schedule 3: Capital Projects Fund 37 Cash Accounts of Current and all Prior Years		
CURRENT AND ALL PRIOR YEARS	2020-21	2020 & Prior Years
Cash Balance Reported to Excise Board 6-30 of Year in Caption	\$0.00	\$2,146,778.77
<b>REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCES</b>		
1000 DISTRICT SOURCES OF REVENUE (Source 1000 to 1999)	\$24,123.00	\$0.00
2000 INTERMEDIATE SOURCES OF REVENUE (Source 2000 to 2999)	\$0.00	\$0.00
3000 STATE SOURCES OF REVENUE (Source 3000 to 3999)	\$0.00	\$0.00
4000 FEDERAL SOURCES OF REVENUE (Source 4000 to 4999)	\$0.00	\$0.00
5000 NON-REVENUE RECEIPTS (Source 5000 to 5999)	\$486,324.92	\$0.00
<b>6000 BALANCE SHEET ACCOUNTS</b>		
<b>6100 CASH ACCOUNTS</b>		
6110 Cash Balances Transferred	\$2,067,304.54	-\$1,165,762.72
6130 Prior Year Lapsed Appropriations	\$779.72	
6140 Estopped Warrants	\$0.00	
<b>TOTAL CASH ACCOUNTS</b>	<b>\$2,068,084.26</b>	<b>-\$1,165,762.72</b>
<b>6200 Interfund Transfers</b>		
<b>TOTAL BALANCE SHEET ACCOUNTS</b>	<b>\$2,068,084.26</b>	<b>-\$1,165,762.72</b>
<b>TOTAL REVENUES, NON-REV RECEIPTS &amp; CASH BALANCES</b>	<b>\$2,578,532.18</b>	<b>\$981,016.05</b>
Warrants Paid of Year in Caption	\$1,640,724.00	\$981,016.05
<b>TOTAL DISBURSEMENTS</b>	<b>\$1,640,724.00</b>	<b>\$981,016.05</b>
<b>CASH &amp; INVESTMENTS BALANCE JUNE 30, 2021</b>	<b>\$937,808.18</b>	<b>\$0.00</b>
Reserve for Warrants Outstanding	\$1,819.66	\$0.00
Reserve for Interest on Warrants	\$0.00	\$0.00
Reserves From Schedule 8	\$102,525.82	\$79,474.23
<b>TOTAL LIABILITIES AND RESERVE</b>	<b>\$104,345.48</b>	<b>\$79,474.23</b>
<b>DEFICIT</b>	<b>\$0.00</b>	<b>-\$79,474.23</b>
<b>CASH FUND BAL FORWARD TO SUCCEEDING YEAR</b>	<b>\$833,462.70</b>	<b>\$0.00</b>

Schedule 7: Report of Prior Year Warrants Issued From Reserves	FISCAL YEAR ENDING JUNE 30, 2020		
	RESERVES 6/30/20	WARRANTS SINCE ISSUED	BALANCE LAPSED APPROPRIATIONS
<b>TOTAL PRIOR YEAR RESERVES</b>	<b>\$79,474.23</b>	<b>\$78,694.51</b>	<b>\$779.72</b>

Schedule 8: Report of Current Year Expenditures	FISCAL YEAR ENDING JUNE 30, 2021		
	WARRANTS ISSUED	RESERVES	TOTAL EXPENDITURES
1000 Instruction	\$447,936.30	\$29,750.00	\$477,686.30
2000 Support Services	\$962,927.36	\$72,775.82	\$1,035,703.18
3000 Operation Of Non-Instruction Services	\$0.00	\$0.00	\$0.00
4000 Facilities Acquisition & Construcion Services	\$231,680.00	\$0.00	\$231,680.00
5000 Other Outlays	\$0.00	\$0.00	\$0.00
7000 Other Uses	\$0.00	\$0.00	\$0.00
8000 Repayments	\$0.00	\$0.00	\$0.00
<b>TOTAL EXPENDITURES 2020-21 FISCAL YEAR</b>	<b>\$1,642,543.66</b>	<b>\$102,525.82</b>	<b>\$1,745,069.48</b>

CAPITAL PROJECT FUNDS BY ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT "G"

Schedule 1: Current Balance Sheet - June 30, 2021		Bond Fund	Fund 39
<b>ASSETS:</b>			
			Amount
Cash Balances			\$795.63
Investments			\$34,085.88
<b>TOTAL ASSETS</b>			<b>\$34,881.51</b>
<b>LIABILITIES AND RESERVES:</b>			
Warrants Outstanding			\$0.00
Reserve for Interest on Warrants			\$0.00
Reserves From Schedule 8			\$0.00
<b>TOTAL LIABILITIES AND RESERVES</b>			<b>\$0.00</b>
CASH FUND BALANCE JUNE 30, 2021			\$34,881.51
<b>TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE</b>			<b>\$34,881.51</b>

Schedule 3: Capital Projects Fund 39 Cash Accounts of Current and all Prior Years		
CURRENT AND ALL PRIOR YEARS	2020-21	2020 & Prior Years
Cash Balance Reported to Excise Board 6-30 of Year in Caption	\$0.00	\$31,156.41
<b>REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCES</b>		
1000 DISTRICT SOURCES OF REVENUE (Source 1000 to 1999)	\$3,725.10	\$0.00
2000 INTERMEDIATE SOURCES OF REVENUE (Source 2000 to 2999)	\$0.00	\$0.00
3000 STATE SOURCES OF REVENUE (Source 3000 to 3999)	\$0.00	\$0.00
4000 FEDERAL SOURCES OF REVENUE (Source 4000 to 4999)	\$0.00	\$0.00
5000 NON-REVENUE RECEIPTS (Source 5000 to 5999)	\$0.00	\$0.00
<b>6000 BALANCE SHEET ACCOUNTS</b>		
<b>6100 CASH ACCOUNTS</b>		
6110 Cash Balances Transferred	\$31,156.41	-\$31,156.41
6130 Prior Year Lapsed Appropriations	\$0.00	
6140 Estopped Warrants	\$0.00	
<b>TOTAL CASH ACCOUNTS</b>	<b>\$31,156.41</b>	<b>-\$31,156.41</b>
6200 Interfund Transfers	\$0.00	
<b>TOTAL BALANCE SHEET ACCOUNTS</b>	<b>\$31,156.41</b>	<b>-\$31,156.41</b>
<b>TOTAL REVENUES, NON-REV RECEIPTS &amp; CASH BALANCES</b>	<b>\$34,881.51</b>	<b>\$0.00</b>
Warrants Paid of Year in Caption	\$0.00	\$0.00
<b>TOTAL DISBURSEMENTS</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CASH &amp; INVESTMENTS BALANCE JUNE 30, 2021</b>	<b>\$34,881.51</b>	<b>\$0.00</b>
Reserve for Warrants Outstanding	\$0.00	\$0.00
Reserve for Interest on Warrants	\$0.00	\$0.00
Reserves From Schedule 8	\$0.00	\$0.00
<b>TOTAL LIABILITIES AND RESERVE</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>DEFICIT</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CASH FUND BAL FORWARD TO SUCCEEDING YEAR</b>	<b>\$34,881.51</b>	<b>\$0.00</b>

Schedule 7: Report of Prior Year Warrants Issued From Reserves	FISCAL YEAR ENDING JUNE 30, 2020		
	RESERVES 6/30/20	WARRANTS SINCE ISSUED	BALANCE LAPSED APPROPRIATIONS
<b>TOTAL PRIOR YEAR RESERVES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Schedule 8: Report of Current Year Expenditures	FISCAL YEAR ENDING JUNE 30, 2021		
	WARRANTS ISSUED	RESERVES	TOTAL EXPENDITURES
1000 Instruction	\$0.00	\$0.00	\$0.00
2000 Support Services	\$0.00	\$0.00	\$0.00
3000 Operation Of Non-Instruction Services	\$0.00	\$0.00	\$0.00
4000 Facilities Acquisition & Construcion Services	\$0.00	\$0.00	\$0.00
5000 Other Outlays	\$0.00	\$0.00	\$0.00
7000 Other Uses	\$0.00	\$0.00	\$0.00
8000 Repayments	\$0.00	\$0.00	\$0.00
<b>TOTAL EXPENDITURES 2020-21 FISCAL YEAR</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

EXPENDABLE TRUST FUNDS BY ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT "J"

Schedule 1: Current Balance Sheet - June 30, 2021	Fund 81
ASSETS:	Amount
Cash Balances	\$11,496.15
Investments	\$264,130.33
<b>TOTAL ASSETS</b>	<b>\$275,626.48</b>
LIABILITIES AND RESERVES:	
Warrants Outstanding	\$4,225.00
Reserve for Interest on Warrants	\$0.00
Reserves From Schedule 8	\$0.00
<b>TOTAL LIABILITIES AND RESERVES</b>	<b>\$4,225.00</b>
CASH FUND BALANCE JUNE 30, 2021	\$271,401.48
<b>TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE</b>	<b>\$275,626.48</b>

Schedule 3: Expendable Trust Fund Fund 81 Cash Accounts of Current and all Prior Years		
CURRENT AND ALL PRIOR YEARS	2020-21	2020 & Prior Years
Cash Balance Reported to Excise Board 6-30 of Year in Caption	\$0.00	\$267,178.00
<b>REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCES</b>		
1000 DISTRICT SOURCES OF REVENUE (Source 1000 to 1999)	\$31,343.55	\$0.00
2000 INTERMEDIATE SOURCES OF REVENUE (Source 2000 to 2999)	\$0.00	\$0.00
3000 STATE SOURCES OF REVENUE (Source 3000 to 3999)	\$0.00	\$0.00
4000 FEDERAL SOURCES OF REVENUE (Source 4000 to 4999)	\$0.00	\$0.00
5000 NON-REVENUE RECEIPTS (Source 5000 to 5999)	\$0.00	\$0.00
6000 BALANCE SHEET ACCOUNTS		
6100 CASH ACCOUNTS		
6110 Cash Balances Transferred	\$263,796.65	-\$263,846.65
6130 Prior Year Lapsed Appropriations	\$0.00	
6140 Estopped Warrants	\$50.00	
<b>TOTAL CASH ACCOUNTS</b>	<b>\$263,846.65</b>	<b>-\$263,846.65</b>
6200 Interfund Transfers	\$0.00	
<b>TOTAL BALANCE SHEET ACCOUNTS</b>	<b>\$263,846.65</b>	<b>-\$263,846.65</b>
<b>TOTAL REVENUES, NON-REV RECEIPTS &amp; CASH BALANCES</b>	<b>\$295,190.20</b>	<b>\$3,331.35</b>
Warrants Paid of Year in Caption	\$19,563.72	\$3,331.35
<b>TOTAL DISBURSEMENTS</b>	<b>\$19,563.72</b>	<b>\$3,331.35</b>
CASH & INVESTMENTS BALANCE JUNE 30, 2021	\$275,626.48	\$0.00
Reserve for Warrants Outstanding	\$4,225.00	\$0.00
Reserve for Interest on Warrants	\$0.00	\$0.00
Reserves From Schedule 8	\$0.00	\$0.00
<b>TOTAL LIABILITIES AND RESERVE</b>	<b>\$4,225.00</b>	<b>\$0.00</b>
<b>DEFICIT</b>	<b>\$0.00</b>	<b>\$0.00</b>
CASH FUND BAL FORWARD TO SUCCEEDING YEAR	\$271,401.48	\$0.00

Schedule 7: Report of Prior Year Warrants Issued From Reserves	FISCAL YEAR ENDING JUNE 30, 2020		
	RESERVES 6/30/20	WARRANTS SINCE ISSUED	BALANCE LAPSED APPROPRIATIONS
TOTAL PRIOR YEAR RESERVES	\$0.00	\$0.00	\$0.00

Schedule 8: Report of Current Year Expenditures	FISCAL YEAR ENDING JUNE 30, 2021		
	WARRANTS ISSUED	RESERVES	TOTAL EXPENDITURES
1000 Instruction	\$0.00	\$0.00	\$0.00
2000 Support Services	\$23,788.72	\$0.00	\$23,788.72
3000 Operation Of Non-Instruction Services	\$0.00	\$0.00	\$0.00
4000 Facilities Acquisition & Construcion Services	\$0.00	\$0.00	\$0.00
5000 Other Outlays	\$0.00	\$0.00	\$0.00
7000 Other Uses	\$0.00	\$0.00	\$0.00
8000 Repayments	\$0.00	\$0.00	\$0.00
<b>TOTAL EXPENDITURES 2020-21 FISCAL YEAR</b>	<b>\$23,788.72</b>	<b>\$0.00</b>	<b>\$23,788.72</b>

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## CERTIFICATE OF EXCISE BOARD

State of Oklahoma, County of Washington

We, do further certify that we have examined the statement of estimated needs for the current fiscal year ending June 30, 2021, as certified by the Board of Education of Bartlesville Public Schools, District Number I-30 of said County and State, and its financial statement for the preceding year, and in so doing we have diligently performed the duties imposed upon this Excise Board by 68 O. S. 2001 Section 3007, by (1) ascertaining that the financial statements, as to the statistics therein contained, reflect the true fiscal condition at the close of the fiscal year, or caused the same to be corrected so to show; (2) struck from the estimate of needs so submitted any items not authorized by law and reduced to the sum authorized by law any items restricted by statute as to the amount lawfully expendable therefor; (3) supplemented such estimate, after appropriate action, by an estimate of needs prepared by this Excise Board to make provision for mandatory functions based upon statistics authoritatively submitted; (4) computed the total means available to each fund in the manner provided, applying the Governing Board's estimate of revenue to be derived from surplus tax of the immediately preceding year and from sources other than ad valorem tax, or reduced such estimate to not less than the lawfully authorized ratio of the several sums realized from such sources during the preceding fiscal year or to such lesser sum as may reasonably be anticipated under altered law or circumstance and using for such determination the basic collections of the preceding year and the ratios on which distribution or apportionment must be made during the ensuing or current year.

To the several and specific purposes of the estimated needs as certified, we have and do hereby appropriate the surplus balances of cash on hand of the prior year, estimates of income from sources other than ad valorem taxation within the limitation fixed by law, and the proceeds of ad valorem tax levy within the number of mills authorized, either by apportionment by the Legislature, allocation by the excise board or by legal election, all of which appropriations are made in so far as the available surpluses, revenues, and levies will permit, except in that we have also provided that, after deducting items consisting of cash and the revenue from all sources other than the 2021 tax and the proceeds of the 2021 tax levy are in excess of the residue of such appropriations, by a sum included for delinquent tax, computed at 10.0% of such residue. And provided further, if said School District has been ascertained to be a well defined State Aid District, the local budget, as approved and appropriated for, has been applied wholly to its operating accounts.

We further certify that the amount required to be raised from tax, excluding Homesteads, for General Revenue Fund purposes as approved, requires a total ad valorem tax levy of 35.000 Mills. Said levy is within the statutory limit, and if in excess, is within the constitutional limit and has been authorized by a vote of the people of said district, as shown by certificate of the School Board to-wit:

To this District, with valuations shown below, the Excise Board allocated 5.000 Mills, plus 15.000 Mills authorized by the Constitution, plus an emergency levy of 5.000 Mills; plus local support levy of 10.000 Mills; for a total levy for the General Fund of 35.000 Mills.

We further certify that the amount required to be raised for building fund purposes as approved requires a tax levy of 5.000 Mills, and said levy has been certified as authorized by a vote of the people at an election held for that purpose. We further certify that Assessed Values used in computing Mill-vote levies have been applied as certified by the County Assessor.

We further certify that we have examined the within statements of account and estimated needs or requirements of the Governing Board of Bartlesville Public Schools, School District No. I-30 of said County and State, in relation to the Sinking Fund or Funds thereof, and after finding the same correct or having caused the same to be corrected pursuant to 68 O. S. 2001 Section 3009, have approved the requirements therefor to fulfill the conditions of Section 26 and 28 of Article 10, Oklahoma Constitution, and have made and certified a tax levy therefor to the extent of the excess of said total requirements over the total of items 2, 3, 6, and 12 of Exhibit Y and any other legal deduction, including a reserve of 10.0% for delinquent taxes.

CERTIFICATE OF EXCISE BOARD  
ESTIMATE OF NEEDS FOR 2021-2022

EXHIBIT "Y"					
County Excise Board's Appropriation of Income and Revenue	General Fund	Building Fund	Co-op Fund	Child Nutrition Fund	New Sinking Fund (Exc. Homesteads)
Appropriation Approved and Provision Made	\$ 54,788,026.44	\$ 3,151,914.75	\$ 0.00	\$ 3,773,340.47	\$ 8,675,957.08
Appropriation of Revenues:					
Excess of Assets Over Liabilities	\$ 4,081,297.93	\$ 1,644,404.12	\$ (22,515.82)	\$ 545,015.61	\$ 584,887.70
Unclaimed Protest Tax Refunds	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Miscellaneous Estimated Revenues	\$ 40,148,320.33	\$ 0.00	\$ 22,515.82	\$ 3,228,324.86	None
Est. Value of Surplus Tax in Process	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	None
Sinking Fund Contributions	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Surplus Building Fund Cash	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Other Than 2021 Tax	\$ 44,229,618.26	\$ 1,644,404.12	\$ 0.00	\$ 3,773,340.47	\$ 584,887.70
Balance Required	\$ 10,558,408.18	\$ 1,507,510.63	\$ 0.00	\$ 0.00	\$ 8,091,069.39
Add Allowance for Delinquency	\$ 534,789.32	\$ 76,356.00	\$ 0.00	\$ 0.00	\$ 404,553.47
Total Required for 2021 Tax	\$ 11,093,197.50	\$ 1,583,866.63	\$ 0.00	\$ 0.00	\$ 8,495,622.86
Rate of Levy Required and Certified	-----	-----	-----	-----	27.95 Mills

We further certify that the net assessed valuation of the Property, subject to ad valorem taxes, after the amount of all Homestead Exemptions have been deducted in the said School District as finally equalized and certified by the Board of Equalization for the current year 2021-2022 is as follows:

VALUATION AND LEVIES EXCLUDING HOMESTEADS					
County		Real	Personal	Public Service	Total
This County	Washington	\$ 255,351,240	\$ 26,692,605	\$ 16,831,184	\$ 298,875,029
Joint County	Osage	\$ 3,516,120	\$ 523,772	\$ 1,080,362	\$ 5,120,254
Joint County		\$ 0	\$ 0	\$ 0	\$ 0
Joint County		\$ 0	\$ 0	\$ 0	\$ 0
Joint County		\$ 0	\$ 0	\$ 0	\$ 0
Joint County		\$ 0	\$ 0	\$ 0	\$ 0
Joint County		\$ 0	\$ 0	\$ 0	\$ 0
Joint County		\$ 0	\$ 0	\$ 0	\$ 0
Joint County		\$ 0	\$ 0	\$ 0	\$ 0
Joint County		\$ 0	\$ 0	\$ 0	\$ 0
Joint County		\$ 0	\$ 0	\$ 0	\$ 0
Joint County		\$ 0	\$ 0	\$ 0	\$ 0
Joint County		\$ 0	\$ 0	\$ 0	\$ 0
Joint County		\$ 0	\$ 0	\$ 0	\$ 0
Joint County		\$ 0	\$ 0	\$ 0	\$ 0
Total Valuations, All Counties		\$ 258,867,360	\$ 27,216,377	\$ 17,911,546	\$ 303,995,283

The assessed valuations herein certified have been used in computing the rates of mill levies and the proceeds thereof appropriated as aforesaid; and that having ascertained as aforesaid, the aggregate amount to be raised by ad valorem taxation, be raised by ad valorem taxation, we thereupon made the above levies therefor as provided by law as follows:



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ALL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2020 TO JUNE 30, 2021  
STATISTICAL DATA FOR 2021-2022

EXHIBIT "Z"

Schedule 1: SUMMARY RECAPITULATION OF SCHOOL COSTS FOR THE FISCAL YEAR ENDING JUNE 30, 2021, AND  
APPORTIONMENT THEREOF

CLASSIFICATION	ACCUMULATION OF EXPENDITURES AND UNLIQUIDATED COMMITMENTS TO DETERMINE PER CAPITA COSTS					
	GENERAL REVENUE FUND	CHILD NUTRITION FUND	BUILDING FUND	SINKING FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECT FUNDS
Current Exp. - Educational	\$ 42,702,203.26	\$ 2,854,099.29	\$ 740,320.28	\$ 0.00	\$ 0.00	\$ 0.00
Current Exp. - Transportation	\$ 1,351,778.80	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Current Res. - Educational	\$ 93,291.36	\$ 347,947.37	\$ 40,041.00	\$ 0.00	\$ 0.00	\$ 0.00
Current Res. - Transportation	\$ 2,310.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Capital Exp. - Educational	\$ 0.00	\$ 0.00	\$ 985,420.14	\$ 13,923,775.00	\$ 0.00	\$ 0.00
Capital Exp. - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Capital Res. - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Capital Res. - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest Paid and Reserved	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 44,149,583.42</b>	<b>\$ 3,202,046.66</b>	<b>\$ 1,765,781.42</b>	<b>\$ 13,923,775.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Enumeration</b>		0.00	<b>Average Daily Attendance</b>	0.00	<b>Average Daily Haul</b>	0.00

Expenditures and Reserves	ENTERPRISE FUNDS	ACTIVITY FUNDS	EXPENDABLE TRUST FUNDS	NON- EXPENDABLE TRUST FUNDS	INTERNAL SERVICE FUNDS
Current Expenditures - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Current Expenditures - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Current Reserves - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Current Reserves - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Capital Expenditures - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Capital Expenditures - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Capital Reserves - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Capital Reserves - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest Paid and Reserved	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Per Capita Cost for:</b>	<b>Education</b>	\$ 0.00	<b>Transportation</b>	\$ 0.00	

Expenditures and Reserves	TOTAL OF ALL APPLICABLE COSTS 2020-2021	OPERATION COSTS ONLY	TRANSPORTATION COSTS ONLY
Current Expenditures - Educational	\$ 46,296,622.83	\$ 46,296,622.83	\$ 0.00
Current Expenditures - Transportation	\$ 1,351,778.80	\$ 0.00	\$ 1,351,778.80
Current Reserves - Educational	\$ 481,279.73	\$ 481,279.73	\$ 0.00
Current Reserves - Transportation	\$ 2,310.00	\$ 0.00	\$ 2,310.00
Capital Expenditures - Educational	\$ 14,909,195.14	\$ 14,909,195.14	\$ 0.00
Capital Expenditures - Transportation	\$ 0.00	\$ 0.00	\$ 0.00
Capital Reserves - Educational	\$ 0.00	\$ 0.00	\$ 0.00
Capital Reserves - Transportation	\$ 0.00	\$ 0.00	\$ 0.00
Interest Paid and Reserved	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 63,041,186.50</b>	<b>\$ 61,687,097.70</b>	<b>\$ 1,354,088.80</b>

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Publication Sheet - Board of Education  
 Financial Statement of the Various Funds for the Fiscal Year Ending June 30, 2021  
 Estimate of Needs for Fiscal Year Ending June 30, 2022  
 Bartlesville Public Schools, School District No. 1-30, Washington County, Oklahoma

STATEMENT OF FINANCIAL CONDITION

STATEMENT OF FINANCIAL CONDITION AS OF JUNE 30, 2021	GENERAL FUND DETAIL	BUILDING FUND DETAIL	CO-OP FUND DETAIL	NUTRITION FUND DETAIL
<b>ASSETS:</b>				
Cash Balance June 30, 2021	\$ 4,491,876.00	\$ 196,518.33	\$ (19,246.49)	\$ 581,196.34
Investments	\$ 950,923.57	\$ 1,500,000.00	\$ 0.00	\$ 591,230.03
<b>TOTAL ASSETS</b>	<b>\$ 5,442,799.57</b>	<b>\$ 1,696,518.33</b>	<b>\$ (19,246.49)</b>	<b>\$ 1,172,426.37</b>
<b>LIABILITIES AND RESERVES:</b>				
Warrants Outstanding	\$ 1,265,900.28	\$ 12,073.21	\$ 3,269.33	\$ 279,463.39
Reserves From Schedule 7	\$ 95,601.36	\$ 40,041.00	\$ 0.00	\$ 347,947.37
<b>TOTAL LIABILITIES AND RESERVES</b>	<b>\$ 1,361,501.64</b>	<b>\$ 52,114.21</b>	<b>\$ 3,269.33</b>	<b>\$ 627,410.76</b>
<b>CASH FUND BALANCE (Deficit) JUNE 30, 2021</b>	<b>\$ 4,081,297.93</b>	<b>\$ 1,644,404.12</b>	<b>\$ (22,515.82)</b>	<b>\$ 545,015.61</b>

ESTIMATED NEEDS FOR FISCAL YEAR ENDING JUNE 30, 2022

GENERAL FUND		SINKING FUND BALANCE SHEET	
Current Expense	\$ 54,788,026.44	1. Cash Balance on Hand June 30, 2021	\$ 398.69
Reserve for Int. on Warrants & Revaluation	\$ 0.00	2. Legal Investments Properly Maturing	\$ 2,971,007.76
Total Required	\$ 54,788,026.44	3. Judgments Paid To Recover By Tax Levy	\$ 0.00
<b>FINANCED:</b>		4. Total Liquid Assets	\$ 2,971,406.45
Cash Fund Balance	\$ 4,081,297.93	Deduct Matured Indebtedness:	
Estimated Miscellaneous Revenue	\$ 40,148,320.33	5. a. Past-Due Coupons	\$ 0.00
Total Deductions	\$ 44,229,618.26	6. b. Interest Accrued Thereon	\$ 0.00
Balance to Raise from Ad Valorem Tax	\$ 10,558,408.18	7. c. Past-Due Bonds	\$ 0.00
<b>ESTIMATED MISCELLANEOUS REVENUE:</b>		8. d. Interest Thereon after Last Coupon	\$ 0.00
1000 Other District Sources of Revenue	\$ 64,000.00	9. e. Fiscal Agency Commissions on Above	\$ 0.00
2100 County 4 Mill Ad Valorem Tax	\$ 1,052,399.81	10. f. Judgments and Int. Levied for/Unpaid	\$ 0.00
2200 County Apportionment (Mortgage Tax)	\$ 194,454.05	11. Total Items a. Through f	\$ 0.00
2300 Resale of Property Fund Distribution	\$ 0.00	12. Balance of Assets Subject to Accrual	\$ 2,971,406.45
2900 Other Intermediate Sources of Revenue	\$ 0.00	Deduct Accrual Reserve if Assets Sufficient:	
3110 Gross Production Tax	\$ 20,023.90	13. g. Earned Unmatured Interest	\$ 39,518.75
3120 Motor Vehicle Collections	\$ 2,114,673.97	14. h. Accrual on Final Coupons	\$ 0.00
3130 Rural Electric Cooperative Tax	\$ 43,794.50	15. i. Accrued on Unmatured Bonds	\$ 2,347,000.00
3140 State School Land Earnings	\$ 737,783.09	16. Total Items g Through i	\$ 2,386,518.75
3150 Vehicle Tax Stamps	\$ 12,931.98	17. Excess of Assets Over Accrual Reserves **(Page 2)	\$ 584,887.70
3160 Farm Implement Tax Stamps	\$ 2,847.94	<b>SINKING FUND REQUIREMENTS FOR 2021-2022</b>	
3170 Trailers and Mobile Homes	\$ 0.00	1. Interest Earnings on Bonds	\$ 623,957.08
3190 Other Dedicated Revenue	\$ 0.00	2. Accrual on Unmatured Bonds	\$ 8,052,000.00
3200 State Aid - General Operations	\$ 22,090,253.09	3. Annual Accrual on "Prepaid" Judgments	\$ 0.00
3300 State Aid - Competitive Grants	\$ 125,000.00	4. Annual Accrual on Unpaid Judgments	\$ 0.00
3400 State - Categorical	\$ 503,242.40	5. Interest on Unpaid Judgments	\$ 0.00
3500 Special Programs	\$ 0.00	6. PARTICIPATING CONTRIBUTIONS (Annexations):	\$ 0.00
3600 Other State Sources of Revenue	\$ 0.00	7. For Credit to School Dist. No.	\$ 0.00
3700 Child Nutrition Program	\$ 0.00	8. For Credit to School Dist. No.	\$ 0.00
3800 State Vocational Programs	\$ 101,769.00	9. For Credit to School Dist. No.	\$ 0.00
4100 Capital Outlay	\$ 170,000.00	10. For Credit to School Dist. No.	\$ 0.00
4200 Disadvantaged Students	\$ 2,085,531.38	11. Annual Accrual From Exhibit KK	\$ 0.00
4300 Individuals With Disabilities	\$ 1,236,886.95	Total Sinking Fund Requirements	\$ 8,675,957.08
4400 Minority	\$ 228,611.06	Deduct:	
4500 Operations	\$ 0.00	1. Excess of Assets over Liabilities (if not a deficit)	\$ 584,887.70
4600 Other Federal Sources of Revenue	\$ 9,244,117.21	2. Contributions From Other Districts	\$ 0.00
4700 Child Nutrition Programs	\$ 0.00	Balance To Raise	\$ 8,091,069.39
4800 Federal Vocational Education	\$ 120,000.00		
5000 Non-Revenue Receipts	\$ 0.00		
Total Estimated Revenue	\$ 40,148,320.33		

	SINKING FUND	BUILDING FUND	
13d. j. Unmatured Coupons Due Before 4-1-2022	\$ 0.00	Current Expense	\$ 3,151,914.75
14d. k. Unmatured Bonds So Due	\$ 0.00	Reserve for Int. on Warrants & Revaluation	\$ 0.00
15d. i. Whatever Remains is for Exhibit KK Line E.	\$ 0.00	Total Required	\$ 3,151,914.75
16d. Deficit as Shown on Sinking Fund Balance Sheet.	\$ 0.00	<b>FINANCED:</b>	
17d. Less Cash Requirements for Current Fiscal Year in Excess of Cash on Hand	\$ 0.00	Cash Fund Balance	\$ 1,644,404.12
18d. Remaining Deficit is for Exhibit KK Line F.	\$ 0.00	Estimated Miscellaneous Revenue	\$ 0.00
		Total Deductions	\$ 1,644,404.12
		Balance to Raise from Ad Valorem Tax	\$ 1,507,510.63

	CO-OP FUND		CHILD NUTRITION PROGRAMS FUND
Current Expense	\$ 0.00	\$	3,773,340.47
Reserve for Int. on Warrants & Revaluation	\$ 0.00	\$	0.00
Total Required	\$ 0.00	\$	3,773,340.47
<b>FINANCED:</b>			
Cash Fund Balance	\$ (22,515.82)	\$	545,015.61
Estimated Miscellaneous Revenue	\$ 22,515.82	\$	3,228,324.86
Total Deductions	\$ 0.00	\$	3,773,340.47
Balance	\$ 0.00	\$	0.00

Publication Sheet - Board of Education  
Financial Statement of the Various Funds for the Fiscal Year Ending June 30, 2021  
Estimate of Needs for Fiscal Year Ending June 30, 2022  
Public Schools, School District No. , County, Oklahoma

CERTIFICATE - GOVERNING BOARD

STATE OF OKLAHOMA, COUNTY OF WASHINGTON, ss:

We, the undersigned duly elected, qualified and acting officers of the Board of Education of Bartlesville Public Schools, School District No. I-30, of Said County and State, do hereby certify that at a meeting of the Governing Body of the said District begun at the time provided by law for districts of this class and pursuant to the provisions of 68 O. S. 2001 Section 3003, the foregoing statement was prepared and is a true and correct condition of the Financial Affairs of said District as reflected by the records of the District Clerk and Treasurer. We further certify that the foregoing estimate for current expenses for the fiscal year beginning July 1, 2021 and ending June 30, 2022, as shown are reasonably necessary for the proper conduct of the affairs of the said District, that the Estimated Income to be derived from sources other than ad valorem taxation does not exceed the lawfully authorized ratio of the revenue derived from the same sources during the preceding year.

\_\_\_\_\_  
President of Board of Education

Subscribed and sworn to before me this \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public

The Estimate of Needs shall be published in one issue in some legally qualified newspaper published in such political subdivision. If there be no such newspaper published in such political subdivision, such statement and estimate shall be so published in some legally qualified newspaper of general circulation therein; and such publication shall be made, in each instance, by the board or authority making the estimate.

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# AIA® Document A133™ – 2019

## Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

**AGREEMENT** made as of the 13th day of September in the year 2021  
*(In words, indicate day, month, and year.)*

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

Bartlesville Public Schools – Independent School District No. 30  
1100 SW Jennings Avenue  
Bartlesville, OK 74003

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

Manhattan Construction  
5601 S. 122<sup>nd</sup> East Ave.  
Tulsa, OK 74146

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

Bartlesville Public Schools - Various Projects – 2021 Bond Package

The Owner’s Designated Representative:  
*(Name, address and other information)*

Preston Birk  
Bartlesville Public Schools – Independent School District #30  
1100 SW Jennings Ave.  
Bartlesville, Oklahoma 74003

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

Darren M. Cottom, Project Director  
Manhattan Construction  
5601 South 122<sup>nd</sup> East Avenue  
Tulsa, OK 74146

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

Dan Keleher, Principal  
Keleher Architects  
401 S. Dewey Ave., Suite 216  
Bartlesville, Oklahoma 74003

The Owner and Construction Manager agree as follows.

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

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

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

## TABLE OF ARTICLES

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

### EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

### EXHIBIT B INSURANCE AND BONDS

#### ARTICLE 1 INITIAL INFORMATION

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

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

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

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

To Be Determined during Preconstruction and Finalized in Future GMP Amendments

*(Paragraphs deleted)*

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

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

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

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

### § 2.2 Relationship of the Parties

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

### § 2.3 General Conditions

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

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

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

The Work may be divided into several phases or packages which will be ready for commencement of construction before it is appropriate to arrive at an overall Guaranteed Maximum Price for the entire Work. If the Owner elects to proceed before the Parties arrive at an overall Guaranteed Maximum Price, the Construction Manager shall develop "not to exceed" price proposals for any such changes or packages of the Work identified by the Owner. No work, however, will be authorized to commence hereunder until the Parties have entered into a written "Work Authorization Amendment" to this Agreement which describes the Work to be performed thereunder, establishes a "not to exceed" price for such Work, and establishes such interim or Substantial Completion dates for such Work as the Parties may agree. Execution by Owner and delivery to Construction Manager of such Work Authorization Amendment shall constitute a Notice To Proceed for the Work specified therein. All such Work Authorization Amendments shall include a Construction Manager Contingency. In addition, Construction Manager shall be allowed Three percent (3 %) of the Cost of the Work for its fee for any such Work Authorization until such time as a final Guaranteed Maximum Price is agreed upon by the Parties in which case Article 6 shall control with respect to the total fee to be paid. If two or more Work Authorization Amendments are executed, the "not to exceed" prices, contingencies, and fees for each such Work Authorization shall be combined for all work authorized by existing Work Authorization Amendments.

### **§ 3.1 Preconstruction Phase**

#### **§ 3.1.1 Extent of Responsibility**

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

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

#### **§ 3.1.3 Consultation**

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

**§ 3.1.3.2** The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The recommendations of the Construction Manager, with respect to construction costs, estimates, budgets and possible economies, are made solely in its capacity as a Construction Manager and are advisory only. Notwithstanding any such recommendations by the Construction Manager, the Architect shall be solely responsible with respect to the design sufficiency of any such recommendations which are incorporated into the Work on the Project. The services to be provided by the Construction Manager, as set forth above, shall in no manner be construed to be professional design services. The Construction Manager may consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

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

#### **§ 3.1.4 Project Schedule**

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's review for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

#### **§ 3.1.5 Phased Construction**

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

**§ 3.1.5.1** The Construction Manager shall make itself fully aware of the various day to day, weekly, monthly and annual activities specific to the operation of an occupied school building and take such into account regarding any phasing and scheduling of the work.

**§ 3.1.6 Cost Estimates**

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

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

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

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

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

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

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

**§ 3.1.11 Subcontractors and Suppliers**

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

**§ 3.1.11.2** Trade Contractors and Suppliers shall be selected and contracts let in strict accordance with the provisions of the Public Competitive Bidding Act of 1974, Okla. Stat. tit. 61, §§ 101, *et seq.* (the "Act"). The Construction Manager represents and warrants to the Owner that: (1) the Construction Manager has sufficient experience with the requirements of the Act to effectively and efficiently supervise the Project; (2) the Construction Manager will review all proposed Contract Documents, bidding materials, including bid notices, and bids received from potential Trade Contractors for compliance with the Act; and (3) the Construction Manager will verify that all Work performed under the Contract Documents is performed in accordance with the provisions of the Act. Construction Manager may elect to self-perform portions of the Work provided that the Construction Manager competitively bids the Work under the same terms and conditions as other bidders and the Construction Manager is the lowest responsible bidder for that construction subcontract. Where applicable, all bids shall be made and received in accordance with the provisions of the Act.

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

**§ 3.1.12 Procurement**

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

conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner may assign contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

#### **§ 3.1.13 Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance as a Construction Manager and not designer under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

#### **§ 3.1.14 Other Preconstruction Services**

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

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

### **§ 3.2 Guaranteed Maximum Price Proposal**

#### **§ 3.2.1**

After award of the Trade Contracts by the Owner, the Construction Manager shall propose a guaranteed maximum price, which shall be determined in accordance with the provisions of Subparagraph 3.2.3 and shall include the sum of all bid packages, the General Conditions and the Construction Manager's fee.

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

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

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

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

upon Owner's request, documentation supporting any expenditures from Construction Manager's Contingency. The Construction Manager Contingency shall be shown in a schedule of values and clearly identified as the Construction Manager Contingency.

**§ 3.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both. . In the event the Construction Manager and Owner are unable to agree upon the Guaranteed Maximum Price Proposal, within 14 days from the date in which the Guaranteed Maximum Price Proposal is submitted to Owner, the Construction Manager may terminate this Agreement and Owner shall reimburse the Construction Manager all costs and fees incurred to the date of termination including any cancellation charges or costs submitted by any third party including, but not limited to, subcontractors or suppliers and including, but not limited to, materials and equipment whether already delivered to the site, being fabricated and pending delivery, as well as those in the process of delivery. Owner shall also pay Construction Manager's fee on said costs.

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

**§ 3.2.6** If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. Upon acceptance of the Guaranteed Maximum Price proposal, Owner will assign all Trade Contracts to the Construction Manager and the Construction Manager shall assume and be responsible for the completion of the assigned Trade Contracts and for ultimate completion of the Work.

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

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

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

### **§ 3.3 Construction Phase**

#### **§ 3.3.1 General**

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

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

**§ 3.3.2 Administration**

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

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

**§ 3.3.2.3 Monthly Report**

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

**§ 3.3.2.4 Daily Logs**

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

**§ 3.3.2.5 Cost Control**

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

**ARTICLE 4 OWNER'S RESPONSIBILITIES**

**§ 4.1 Information and Services Required of the Owner**

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

§ 4.1.2 This provision is deleted.

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

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

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

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as

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

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

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

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

#### § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to make decisions on behalf of the Owner consistent with the provisions of this Agreement. The Owner's representative may not modify this Agreement or approve Change Orders, such decisions being specifically reserved to the Owner's Board of Education.. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

#### § 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

### ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

#### § 5.1 Compensation

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

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

½% (One Half Percent) of the total project cost

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

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

**Individual or Position**

**Rate**

Init.

§ 5.1.2.1 Hourly billing rates and compensation for Preconstruction Phase services will be based on the agreed upon rates for staff, insurance, etc. as listed in the Exhibit to the Agreement for the Construction Manager's personnel providing Preconstruction Phase services on the Project and include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within 4 ( Four ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

## § 5.2 Payments

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

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

The rate of interest on unpaid amounts shall be equal to the interest on judgments of the district courts of the State of Oklahoma as established from time to time but shall never exceed ten percent (10%) per annum.

%

## ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

### § 6.1 Contract Sum

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

§ 6.1.2 The Construction Manager's Fee:

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

Three Percent (3%)

§ 6.1.2.1 The Construction Manager's certification for payment shall constitute a representation to the Owner, based upon the Construction Manager's review of the Work and on site supervision, that, to the best of the Construction Manager's knowledge, information and reasonable belief, the Work has progressed to the point indicated and that the Work has been performed in a good and workmanlike manner in accordance with the construction documents and applicable laws and regulations. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to substantial completion and to specific qualifications expressed by the Construction Manager upon submission of the Certificate for Payment. The Construction Manager shall not be paid a fee as a percentage of the Cost of the Work on self-performed Work bid under the provisions of the Act.

§ 6.1.3 This provision is deleted.

### § 6.1.4

*(Paragraphs deleted)*

This provision is deleted.

§ 6.1.5 This provision is deleted.

§ 6.1.6 Liquidated damages:

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

§ 6.1.6.2 Expressly conditioned and subject to § 6.1.6.1 above, the Construction Manager agrees that if it fails to achieve Substantial Completion of the Work on or within 30 days from the date of the required Substantial Completion (as agreed upon in Exhibit A), and as said date may be extended as provided herein, the Owner will sustain damages and loss as a result of such failure. In the event the Construction Manager does not substantially complete the Work within thirty (30) days of the required Substantial Completion date, as it may be extended as provided herein, the Construction Manager shall pay to Owner \$ 500 per calendar day for each day beyond thirty days from the required date of Substantial Completion, as said date may be extended as provided herein, until Substantial Completion is achieved. There is a cap on (a) the total Liquidated Damages to be assessed and paid by the Construction Manager and (b) any costs expended by Owner for supplementing the Work of the Construction Manager to achieve earlier completion of the Work of \$ 25,000. This limitation of liability survives the completion and/or termination of this Agreement. It is the intent of the Parties that the above-referenced limitation shall be interpreted as a limitation on the Construction Manager's liability for any liquidated or delay damages. These limitations shall also apply to any actual damages for delay as may be asserted by Owner if the Liquidated Damage provisions are held unenforceable for any reason.

§ 6.1.7 Other:

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

§ 6.2 Guaranteed Maximum Price

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

If, upon final completion of the Work, the total of the Construction Manager's Cost of the Work and its Fee is less than the Guaranteed Maximum Price (as it may have been adjusted and exclusive of unused Construction Manager's Contingency), this difference shall be referred to as the "savings" and Owner shall pay to the Construction Manager 0 % of this Savings.

§ 6.3 Changes in the Work

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

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

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

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

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

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

### § 6.3.6 ACCELERATION

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

## ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. . Line item amounts are not guaranteed and are only provided to better define the scope of the Cost of the Work.

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

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

### § 7.2 Labor Costs

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

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

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

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

§ 7.2.3 Compensation for Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. Compensation for Construction Manager's supervisory and administrative personnel when stationed at the site on or before the date required by the Contract for final completion, as such date may be extended as provided herein. Compensation for Construction Manager's supervisory and project personnel when stationed at any office of the Construction Manager while directly performing supervisory and administrative services for the Project on or before the date required by the Contract Documents for final completion, as such date may be extended as provided herein. Compensation for Construction Manager supervisory and administrative personnel engaged in factories, workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. The current personnel reimbursable under the immediately preceding sentences are personnel set out in the Construction Manager's supervisory and administrative personnel schedule attached hereto as Exhibit "C" and incorporated fully herein. The weekly rates for all the Construction Manager's employees are set forth in Exhibit "C" attached hereto and are hereby approved by Owner. These rates may be adjusted on a company-wide basis up to 4% per calendar year beginning no earlier than July 1<sup>st</sup> of next year without further approval by Owner. The rates are fixed and not subject to audit.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on compensation, wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3. The above-referenced charges are included within the rates for the employees as set forth in Exhibit "C" and are fixed and not subject to audit.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, other than a yearly adjustment of 4%, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

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

### § 7.3 Subcontract Costs

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

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

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

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

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

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

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

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

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

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

### § 7.6 Miscellaneous Costs

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

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

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

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

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

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

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

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

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work.

§ 7.6.7 Costs of document reproductions and delivery charges.

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

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

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

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

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

## § 7.7 Other Costs and Emergencies

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

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

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

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

#### § 7.8 Related Party Transactions

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

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

#### § 7.9 Costs Not To Be Reimbursed

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

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

### ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

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

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

## ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

### § 9.1

The Construction Manager shall solicit bids for all portions of the Work including portions that the Construction Manager customarily performs with the Construction Manager's own personnel. The Construction Manager shall solicit bids from Trade Contractors and from suppliers of materials or equipment in accordance with the mandatory provisions of the Act.

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

*(Paragraph deleted)*

## ARTICLE 10 ACCOUNTING RECORDS

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

## ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 11.1 Progress Payments

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

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

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

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

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

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the

Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

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

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

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

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

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

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

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

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

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

§ 11.1.8 Retainage

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

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five Percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

Construction Manager's General Conditions, reimbursement of insurances, bonds, equipment rental, and material purchases.

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

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

At the Owner's determination which is contingent upon acceptable prosecution of the Work, retainage shall be reduced by 50% at 50% completion of the Work provided that corresponding consent of surety has been provided.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

A sum to allow for 100% of the amount, if any, determined in good faith by the Owner as reasonably necessary to cover costs to complete the punchlist or any incomplete Work.

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

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

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

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

## § 11.2 Final Payment

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

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

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

Init.

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

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

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request arbitration of the disputed amount.

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

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

### § 11.3 Interest

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

*(Insert rate of interest agreed upon, if any.)*

## ARTICLE 12 DISPUTE RESOLUTION

### § 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 12.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Article 15 of AIA Document A201–2017(except with respect to third parties claims as set forth in Section 15 of the AIA Document A201-2017).
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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

**§ 12.3 Claims Against Construction Manager’s Surety or Guarantor**

In the event Construction Manager is required to furnish a bond or other guaranty, securing its performance hereunder, Owner agrees that it shall not pursue any action against said surety or guarantor unless and until Owner obtains an arbitration award against Construction Manager (in the event arbitration of a dispute is elected by Construction Manager) and, in such event, shall be limited in any recovery against the surety or guarantor the lesser of (a) the arbitration award against Construction Manager or (b) the amount of the bond or guarantee.

**ARTICLE 13 TERMINATION OR SUSPENSION**

**§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment**

**§ 13.1.1** If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.3** Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

**§ 13.1.4** In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.5** If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination including, but not limited to, all costs and fees incurred and committed to the date of termination including any cancellation charges or costs submitted by third parties including subcontractors or suppliers including, but not limited to, materials and equipment whether already delivered to the site, being fabricated and pending delivery, as well as those in the process of delivery;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an

- amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination including cancellation charges by subcontractors or suppliers.

## § 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

### § 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

### § 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

### § 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

### § 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

## ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### § 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

#### § 14.2.2

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the Construction Manager is paid in full for all costs to date and the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract except that the Construction Manager shall not be required to continue work on the Project, in the event of an Owner default with its lender, unless the Construction Manager is fully compensated for all work performed prior to any Owner default and for all subsequent work which may be required

### § 14.3 Insurance and Bonds

#### § 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000 ) for each occurrence and Three Million (\$ 3,000,000 ) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million (\$ 1,000,000 ) each accident, One Million (\$ 1,000,000 ) each employee, and One Million (\$ 1,000,000 ) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million (\$ 5,000,000 ) per claim and Five Million (\$ 5,000,000 ) in the aggregate.

§ 14.3.1.6 Other Insurance

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

Coverage

Limits

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

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 If required by the Agreement, the Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price as amended
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds

- .4 Exhibit C – Standard Rates Exhibit
- .5 AIA Document A201™–2017, General Conditions of the Contract for Construction as amended
- .6 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if applicable, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this Agreement.)

.7 Other Exhibits:  
(Check all boxes that apply.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:  
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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- .8 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)



# AIA Document A133™ – 2019 Exhibit B

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 13th day of September in the year 2021  
(In words, indicate day, month and year.)

for the following PROJECT:  
(Name and location or address)

Bartlesville Public Schools - Various Projects – 2021 Bond Package

**THE OWNER:**  
(Name, legal status, and address)

Bartlesville Public Schools – Independent School District No. 30  
1100 SW Jennings Avenue  
Bartlesville, OK 74003

**THE CONSTRUCTION MANAGER:**  
(Name, legal status, and address)

Manhattan Construction  
5601 S. 122<sup>nd</sup> East Ave.  
Tulsa, OK 74146

### TABLE OF ARTICLES

- B.1 GENERAL
- B.2 OWNER'S INSURANCE
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
- B.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

#### ARTICLE B.2 OWNER'S INSURANCE

##### § B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

##### § B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

#### ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

**§ B.2.3 Required Property Insurance**

**§ B.2.3.1** Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ B.2.3.1.1 Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Minimum Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Cause of Loss	Sub-Limit
Property in Transit	\$1,000,000
Property stored Off-Site	\$1,000,000
Architects and Engineers	\$1,000,000
Expediting Expenses	\$1,000,000
Damage to plans and blueprints	\$100,000
Fire Brigade	\$100,000
Debris Removal	\$2,500,000
Ordinance of Law	\$2,500,000
Damage to Existing Structure	\$1,000,000
Trees, Plants, Shrubs	\$10,000

**§ B.2.3.1.2 Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:  
*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
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**§ B.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ B.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ B.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ B.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ B.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- § B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
  
- § B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
  
- § B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
  
- § B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
  
- § B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
  
- § B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
  
- § B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional

interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ B.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

**§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

**§ B.2.5.2 Other Insurance**  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

**Coverage**

**Limits**

**ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**

**§ B.3.1 General**

**§ B.3.1.1 Certificates of Insurance.** The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner and others contractually required as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ .

**§ B.3.1.2 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner and others contractually required, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner and others contractually required as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

*(Paragraph deleted)*

**§ B.3.2 Construction Manager's Required Insurance Coverage**

**§ B.3.2.1** The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: *(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ B.3.2.2 Commercial General Liability**

**§ B.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million (\$ 1,000,000 ) each occurrence, Three Million (\$ 3,000,000 ) general aggregate, and Three Million (\$ 3,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

**§ B.3.2.2.2** The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ B.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ B.3.2.4** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ B.3.2.5** Workers' Compensation at statutory limits.

**§ B.3.2.6** Employers' Liability with policy limits not less than One Million (\$ 1,000,000 ) each accident, One Million (\$ 1,000,000 ) each employee, and One Million (\$ 1,000,000 ) policy limit.

**§ B.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Five Million (\$ 5,000,000 ) per claim and Five Million (\$ 5,000,000 ) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than Five Million (\$ 5,000,000 ) per claim and Five Million (\$ 5,000,000 ) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Ten Million (\$ 10,000,000 ) per claim and Ten Million (\$ 10,000,000 ) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than One Million (\$ 1,000,000 ) per claim and One Million (\$ 1,000,000 ) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than One Million (\$ 1,000,000 ) per claim and One Million (\$ 1,000,000 ) in the aggregate.

### § B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

*(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- [ ] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below.*

*Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

- [ ] § B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.

- [ ] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [ ] **§ B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.**
- [ ] **§ B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.**
- [ ] **§ B.3.3.2.6 Other Insurance**  
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
----------	--------

**§ B.3.4 Performance Bond and Payment Bond**

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:  
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	N/A
Performance Bond	N/A

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE B.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

# **AIA**® Document A201® – 2007

## **General Conditions of the Contract for Construction**

for the following PROJECT:

*(Name and location or address)*

Bartlesville Public Schools - Various Projects – 2021 Bond Package

### **THE OWNER:**

*(Name and address)*

Bartlesville Public Schools – Independent School District #30  
1100 SW Jennings Ave.  
Bartlesville, Oklahoma 74003

### **THE ARCHITECT:**

*(Name and address)*

Keleher Architects  
401 S. Dewey Ave., Suite 216  
Bartlesville, Oklahoma 74003

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- 5 SUBCONTRACTORS
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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

### **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.

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Allowances, Clarifications, Exhibits, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### **§ 1.1.2 THE CONTRACT**

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

#### **§ 1.1.3 THE WORK**

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

#### **§ 1.1.4 THE PROJECT**

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

#### **§ 1.1.5 THE DRAWINGS**

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

#### **§ 1.1.6 THE SPECIFICATIONS**

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

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

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

#### **§ 1.1.8 INITIAL DECISION MAKER**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### **§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

### § 1.3 CAPITALIZATION

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

### § 1.4 INTERPRETATION

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

### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

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

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

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

## ARTICLE 2 OWNER

### § 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work and thereafter, Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the work. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

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assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

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

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

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing

conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by the Contractor.

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

### **§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures with respect to Owner and uses flow down to subcontractors in part to accomplish this, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising from those Owner-required means, methods, techniques, sequences or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

### **§ 3.4 LABOR AND MATERIALS**

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

**§ 3.4.2** Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

### § 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. In the event Owner claims that Contractor has breached any warranty, Owner shall give Contractor notice and a reasonable opportunity to cure any alleged breach of any warranty.

### § 3.6 TAXES

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

### § 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

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

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities ("Applicable Laws") applicable solely to the means and methods of Contractor's work and, provided that the Work of Contractor complies with the drawings and specifications, Contractor shall not be liable for any damages to the extent that the Work required by the drawings and specifications is at variance from any such Applicable Laws unless the Contractor had actual knowledge that the Work required by the drawings and specifications deviated from Applicable Laws.

§ 3.7.3 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents or (3) conditions which are different than those indicated in the soils report as being likely to be encountered, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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

*(Paragraph deleted)*

### **§ 3.8 ALLOWANCES**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

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

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

**§ 3.8.4** Contractor makes no representation to Owner, or its representatives, concerning the amount of any allowance item. Owner is relying upon its own analysis of the estimates forming the basis for the allowances and shall have no claim against Contractor based on any theory or cause of action including, but not limited to, breach of contract or tort with respect to the amounts or the scope of the allowances.

### **§ 3.9 SUPERINTENDENT**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### **§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 3.10.2** The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### **§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required

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submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

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

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

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

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

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

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Nothing contained herein shall relieve any subcontractor from performing its work in accordance with the Contract Documents.

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

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

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

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services

must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 3.13 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 CUTTING AND PATCHING**

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

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **§ 3.15 CLEANING UP**

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

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 ACCESS TO WORK**

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

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

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

### **§ 3.18 INDEMNIFICATION**

**§ 3.18.1** To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent

acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.18.3 The indemnity obligations of Contractor shall not survive completion and/or termination of the Contract except for occurrences which pre-date completion and/or termination.

§ 3.18.4 The indemnity obligations of Contractor shall not extend to the liability of or for the Architect, Architect's consultants, or any of their members, partners, employees, agents, consultants, subcontractors arising out of:

- A. The preparation or approval of, or the failure to prepare or approve maps, Drawings, Specifications, opinions, reports, surveys, designs, Change Orders; or
- B. Giving directions or instructions, or failing to give them, if that is a cause of the injury or damage.

§ 3.18.5 Contractor does not provide and shall not have any obligation to any outside or third party for any indemnity for any manner of consequential or indirect damages.

#### ARTICLE 4 ARCHITECT

##### § 4.1 GENERAL

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

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

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

##### § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or

charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### **§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such 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, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

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

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

### § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

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

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Owner, identify to the Owner terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## **§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

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

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

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

**§ 5.4.3** Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**§ 6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

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

### **§ 6.2 MUTUAL RESPONSIBILITY**

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

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be

responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

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

### § 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

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

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

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

### § 7.2 CHANGE ORDERS

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

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

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that

application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## § 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, labor shortages, market wide commodity shortages (including, but not limited to, fuel, steel and cement), fire, unusual delay in deliveries, unavoidable casualties, domestic or foreign terrorism, out-of-sequence or late delivery of design packages, abnormal weather or other causes beyond the Contractor's control; or by delay authorized by the Owner pending arbitration or litigation; or by other causes that may justify delay, then the Contract Time shall be extended by Change Order.

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

§ 8.3.3 The Contractor shall also be entitled to an adjustment in the Contract Sum for any delays if they are the result of any act or neglect of the Owner or Architect, or an employee of either (including out-of-sequence or late delivery of design packages), or by changes ordered in the work. This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 If two or more events concurrently cause a delay to the Work on the Project and, if Contractor is allowed an extension of time for at least one, but not all, of the events, Contractor shall be entitled to an extension of time (but not an increase in the Contract Sum) notwithstanding the concurrency of the other event or events. If Owner wrongfully denies Contractor an extension of time, Owner shall be liable to Contractor for acceleration or other similar costs incurred by Contractor except in those cases in which there are concurrent causes of the delay (with Contractor being entitled to an extension of time for some, but not all, of the events), Contractor may only recover for the acceleration or other similar costs less the extended overhead costs that Contractor would have incurred if it had been allowed the extension of time by the Owner.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

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

### § 9.2 SCHEDULE OF VALUES

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

### **§ 9.3 APPLICATIONS FOR PAYMENT**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as required in the Contract Documents, such as copies of requisitions from Subcontractors, and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

### **§ 9.4 CERTIFICATES FOR PAYMENT**

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

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

### **§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently

discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor but only if the Contractor has been paid;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment for which Contractor has been paid;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

*(Paragraph deleted)*

#### § 9.6 PROGRESS PAYMENTS

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

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

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

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

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

*(Paragraph deleted)*

#### § 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

## **§ 9.8 SUBSTANTIAL COMPLETION**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

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

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

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## **§ 9.9 PARTIAL OCCUPANCY OR USE**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## **§ 9.10 FINAL COMPLETION AND FINAL PAYMENT**

**§ 9.10.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will

constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied or will be paid or otherwise satisfied following receipt of final payment, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. Notwithstanding anything to the contrary herein, final payment shall not be withheld by Owner based on Contractor's refusal to release any mechanic's lien it may have filed on the Project with respect to an outstanding claim by Contractor provided that Contractor partially releases its mechanic's lien (conditioned upon payment) as to amounts to be paid by Owner. Contractor shall further be entitled to submit conditional releases of liens from subcontractors, which are conditioned upon final payment. Following payment by Owner to Contractor, Contractor shall submit unconditional releases of liens from subcontractors and/or furnish a bond satisfactory to the Owner to indemnify the Owner against any such liens.

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

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

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

### **§ 10.2 SAFETY OF PERSONS AND PROPERTY**

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

- 3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

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

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

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

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

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

#### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

#### § 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the

Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and provided that such damage, loss or expense is not due to the sole fault or negligence of a party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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

#### § 10.4 EMERGENCIES

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

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until

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substantial completion and termination of any coverage required to be maintained after substantial completion and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during construction and shall name the Owner as an Additional Insured for two (2) years after completed operations.

## § 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

## § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**§ 11.3.1.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

### **§ 11.3.2 BOILER AND MACHINERY INSURANCE**

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

### **§ 11.3.3 LOSS OF USE INSURANCE**

The Owner shall purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

**§ 11.3.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**§ 11.3.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise. (For projects involving renovation of existing facility). By way of example, and not limitation, the parties acknowledge that the Work is being performed on an existing project. The Owner shall maintain property insurance on the entire Project and waives all rights against Contractor for damages caused by fire or other causes of loss covered by this separate property insurance.

**§ 11.3.6** Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

### **§ 11.3.7 WAIVERS OF SUBROGATION**

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§ 11.3.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

#### § 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

#### § 12.2 CORRECTION OF WORK

##### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

##### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the rules of the American Arbitration Association unless agreed to otherwise by the Owner and Contractor shall govern Section 15.4.

### § 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment except that Contractor shall not be required to continue work on the project, in the event of an Owner default with its lender, unless Contractor is fully compensated for all work performed prior to any Owner default and for all subsequent work which may be required.

### § 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

## **§ 13.4 RIGHTS AND REMEDIES**

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

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

## **§ 13.5 TESTS AND INSPECTIONS**

**§ 13.5.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

**§ 13.5.2** If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

**§ 13.5.3** If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

## **§ 13.6 INTEREST**

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

## **§ 13.7 TIME LIMITS ON CLAIMS**

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law. To the fullest extent permitted by law, the accrual date with respect to any limitation period for the initiation of any arbitration or litigation proceeding alleging claims for breach of contract or breach of warranty (except for warranties as to future performance) shall be the date of substantial completion of the Project unless the law governing any such dispute prohibits the parties from establishing an accrual date with respect to the initiation of any legal or arbitration proceeding, in which case the Applicable Laws shall apply as to the accrual date. The limitation period for any such claim shall be two (2) years and one (1) day following the accrual date unless the Applicable Laws prohibit such limitation period, in which case the limitation period shall be as required by Applicable Law. The above provisions

shall have no application to any repose period. Any repose period shall be determined by Applicable Laws. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 TERMINATION BY THE CONTRACTOR**

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

### **§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors to the extent the Contractor has been paid by Owner;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority in the role of Contractor and not designer; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment to be incorporated in the Work;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

#### § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

#### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed and committed, and costs incurred by reason of such termination, including cancellation charges or costs submitted by any third party, including, but not limited to, subcontractors or suppliers and including, but not limited to, materials and equipment whether already delivered to the site, being fabricated and pending delivery, as well as those in the process of delivery. Owner shall also pay Construction Manager's fee on said costs.

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 CLAIMS

##### § 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

##### § 15.1.2 NOTICE OF CLAIMS

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

##### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue

Certificates for Payment in accordance with the decisions of the Initial Decision Maker. Notwithstanding the above, this requirement for continued performance shall not apply to a Claim where the good faith amount in dispute exceeds \$100,000 or where the good faith amount in dispute, when added to the cumulative amounts in good faith dispute for unresolved claims, exceeds \$300,000.

#### **§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

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

#### **§ 15.1.5 CLAIMS FOR ADDITIONAL TIME**

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

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

#### **§ 15.1.6 WAIVER OF CERTAIN DAMAGES**

The Contractor and Owner waive Claims against each other for consequential, incidental or special damages arising out of or relating to this Contract. In addition, the following damages, whether consequential, direct or otherwise, are also waived:

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### **§ 15.2 INITIAL DECISION**

**§ 15.2.1** Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to arbitration of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a

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response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

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

*(Paragraphs deleted)*

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

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

*(Paragraphs deleted)*

#### § 15.4 ARBITRATION

§ 15.4.1 Any Claim by the parties shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

*(Paragraphs deleted)*

§ 15.4.4 In the event of any litigation between either Owner or Contractor and any third party, Owner or Contractor may seek joinder of the other party to this Contract in such litigation, to the extent allowed by Applicable Law, and the arbitration provisions herein shall not apply.

#### § 15.5 CONSOLIDATION OR JOINDER

§ 15.5.1 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).

§ 15.5.2 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.

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§ 15.5.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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**EXHIBIT "C"**  
**Bartlesville Public Schools - FY21 Bond Program**  
**STANDARD RATES SCHEDULE**

<b>Hourly Staff Rates</b>			
<b>Description</b>	<b>Effective until 6/30/22</b>	<b>Effective 7/1/22 to 6/30/23</b>	<b>Effective 7/1/23 to 6/30/24</b>
Project Principal	\$ 238	\$ 248	\$ 257
Operations Manager	\$ 220	\$ 229	\$ 238
Project Director	\$ 181	\$ 188	\$ 196
Senior Project Manager	\$ 150	\$ 156	\$ 162
Project Manager I	\$ 127	\$ 132	\$ 137
Project Manager II	\$ 98	\$ 102	\$ 106
Asst. Project Manager	\$ 85	\$ 88	\$ 92
Sr Project Engineer	\$ 74	\$ 77	\$ 80
Project Engineer	\$ 61	\$ 63	\$ 66
Design Manager	\$ 126	\$ 131	\$ 136
MEP Manager	\$ 129	\$ 134	\$ 140
BIM Manager	\$ 96	\$ 100	\$ 104
Project Controls Manager	\$ 121	\$ 126	\$ 131
QA/QC Manager	\$ 119	\$ 124	\$ 129
Sr. Scheduler	\$ 132	\$ 137	\$ 143
Scheduler	\$ 113	\$ 118	\$ 122
Preconstruction Director	\$ 184	\$ 191	\$ 199
Sr. Preconstruction Manager	\$ 168	\$ 175	\$ 182
Preconstruction Manager	\$ 147	\$ 153	\$ 159
Sr. MEP Estimator	\$ 130	\$ 135	\$ 141
Senior Estimator	\$ 124	\$ 129	\$ 134
MEP Estimator	\$ 89	\$ 93	\$ 96
Estimator	\$ 83	\$ 86	\$ 90
Senior Superintendent	\$ 155	\$ 161	\$ 168
Superintendent I	\$ 132	\$ 137	\$ 143
Superintendent II	\$ 111	\$ 115	\$ 120
Assistant Superintendent	\$ 98	\$ 102	\$ 106
Sr Field Engineer	\$ 86	\$ 89	\$ 93
Field Engineer	\$ 70	\$ 73	\$ 76
Field Engineer Helper	\$ 44	\$ 46	\$ 48
Sr. Safety Manager	\$ 99	\$ 103	\$ 107
Safety Manager	\$ 88	\$ 92	\$ 95
Field Office Manager	\$ 64	\$ 67	\$ 69
Contract Administrator	\$ 59	\$ 61	\$ 64
Jobsite Administrator	\$ 51	\$ 53	\$ 55

**Notes:**

- 1 The agreed upon rates set forth above shall be applied as costs for project workers. The above rates are based upon 2,080 annual work hours and the understanding that sick leave, holiday and vacation time are job chargeable as allowable cost of work. The application of the rates can be validated during the project; however, the rates themselves are not subject to audit.
- 2 Staff Rates are valid through June 30, 2022.  
Beginning July 1st of each following year, the staff rates will be adjusted at 4.0%
- 3 Staff Rates include:
  - A Compensation, insurance, taxes, group medical, 401K matching, training and other compensation
  - B Project office computers, server, frame relay and network connection
  - C Vehicles for Superintendents only (business mileage at IRS rates for other roles to be covered as
  - E Cell phone equipment & service plan
- 4 Staff rates do not include:
  - A Project Management / Collaboration software (Procore / Prolog / ProjectSight) or similar technology
  - B Mobile devices (tablets, iPads)
  - C Scheduling software (P6 / Phoenix / FUSE) or similar systems
  - D Project specific specialty technology (BIM, VR, etc)
  - E Jobsite telephone system
  - F Internal data line wiring, drops to phones, or computer station
  - G Fuel and routine maintenance for Superintendent's trucks
  - H Network printer / copy equipment
  - I Local, long distance phone company, internet and wifi connection and service charges.
  - J Jobsite vehicle, if required, other than a Superintendent's truck
  - K Computer system or network for an onsite Owner's or Architect trailer
  - L Cost of living allowances or relocation cost required for staff member not a resident of the area, yet assigned to the project. This includes reasonable cost of living allowance expenses such as housing, travel, transportation, living allowances, medical and those taxes required by the
- 5 Staff rates are applied by percentage monthly, in daily increments of time on weekly rates.
- 6 The cost of the Contractor Collaboration and Technology systems shall be applied at a rate of 0.242% of the total value of the construction contract. These systems include the Project Management Collaboration software (Procore, Prolog ProjectSight or similar), Scheduling systems and analysis (P6 / Phoenix / FUSE), BIM hardware and software (Autodesk - Revit, Navisworks), DocuSign eSignature and field mobility devices (tablets / iPads). The application of the rate is subject to audit; the rate itself is not subject to audit.
- 7 All direct Manhattan Field Labor benefits will include 19.0% to cover the Group Healthcare and 401K program, in addition to the standard payroll taxes & insurance.
- 8 The cost of the General, Umbrella, Professional and Pollutions Liability Insurance coverage shall be applied at a rate of 1.0% to the total value of the construction contract. The application of the rate is subject to audit; the rate itself is not subject to audit.
- 9 Manhattan can produce project-specific pricing for a broad protective Builder's Risk policy coverage upon request. Actual occurrence deductible charges are job cost reimbursable