



Clinton Board of Education Regular Meeting  
Monday, December 8, 2025 6:00 PM  
Administration and Technology Center  
1720 Opal Ave  
Clinton, Oklahoma 73601

1. Call to order and roll call.
2. Consent Agenda:  
All of the following items, which concern reports and items of a routine nature normally approved at a board meeting, will be approved by one vote, unless any board member desires to have a separate vote on one or all of these items. The consent agenda consists of the discussion, consideration, and approval of the following items:
  - a. Board approval of the minutes of the November 17, 2025, regular meeting.
  - b. Board consideration and vote to pay:  
general fund encumbrances # 633-664 totaling \$23,987.00,  
bond fund #32 encumbrances #8 totaling \$18,500.00,  
child nutrition fund encumbrances #26-27 totaling \$170,500.00.
  - c. Board vote to accept financial reports and activity fund reports for the month of November.
  - d. Board vote to pay the December payroll according to contracts.
3. Principals Report
4. Superintendent's Report
  - Celebrations
  - Academic Achievement
  - School Report Card
  - Financial Update
5. Board discussion and possible action to approve Board Policy GK - Use of School Property, Policy GK-R1 -Use of School Property, Regulations, and Policy GK-E1 - Request for Use of School Property, Rental Fee Form.
6. Board discussion and possible action on renting CMS Auditorium to New Life Church of Western Oklahoma.
7. Board discussion and possible action to approve an agreement between Clinton Public Schools and Joe D. Hall General Contractors, LLC as the general contractor for a new press box at the football field.
8. New Business
9. Board discussion and possible vote to approve going into executive session pursuant to Title 25 Section 307(B)(1)&(7).
  - a. Superintendent Evaluation
10. Acknowledge the return from executive session and enter into open session with the reading of the executive session statement.
11. Adjourn.

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Donna Warnick, Minutes Clerk

If you need any special assistance to enter the premises or if you need any special consideration for any portion of this meeting, please call 323-1800 at least 10 hours prior to the start of the meeting.

This agenda was posted on the West side of the front door of the Administration and Technology Center on Friday, 4:00 p.m.



**Clinton Board of Education Regular Meeting**

Monday, November 17, 2025 6:30 PM  
Administration and Technology Center  
1720 Opal Ave  
Clinton, Oklahoma 73601

**1. Call to order and roll call.**

Attendance Taken at 6:30 PM.

John Coleman:	Present
CaraLea Kreizenbeck:	Present
Kim Meacham:	Present
David Mosburg:	Present
Susanna Williams:	Present

**2. Consent Agenda:**

All of the following items, which concern reports and items of a routine nature normally approved at a board meeting, will be approved by one vote, unless any board member desires to have a separate vote on one or all of these items. The consent agenda consists of the discussion, consideration, and approval of the following items:

**Action(s) :**

**Motion Passed:** A motion to approve consent items as listed. Passed with a motion made by Susanna Williams and a second by David Mosburg.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**a. Board approval of the minutes of the October 20, 2025 regular meeting.**

**b. Board consideration and vote to pay:**  
general fund encumbrances #568-632 totaling \$95,080.72,  
child nutrition fund encumbrances #25 totaling \$138,311.56,  
building fund encumbrances #18 totaling \$2,000.00,  
bond 32 fund encumbrances #6-7 totaling \$30,050.00,  
sinking fund encumbrances #2-3 totaling \$65,700.00.

**c. Board vote to accept financial reports and activity fund reports for the month of October.**

d. Board vote to pay the November payroll according to contracts.

**3. Principals Report**

**4. Superintendent's Report**

- Celebrations
- Student Achievement
- New CMS update
- 2024 Bond update
- Federal Funding update

**5. Board discussion and possible action to approve Board of Education meeting dates for 2026.**

**Action(s) :**

**Motion Passed:** A motion to approve regular board meeting dates for 2026. Passed with a motion made by CaraLea Kreizenbeck and a second by John Coleman.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**6. Board discussion and possible action to approve an out-of-state trip for the CHS team to Orlando, Florida for a national dance tournament.**

**Action(s) :**

**Motion Passed:** A motion to approve the out-of-state trip to Orlando FL for the dance team. Passed with a motion made by CaraLea Kreizenbeck and a second by John Coleman.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**7. Board discussion and possible action to hire a secretary/discretionary aide at Southwest.**

**Action(s) :**



**Motion Passed:** A motion to hire Kristina Whites as a secretary/discretionary assistant at Southwest. Passed with a motion made by John Coleman and a second by David Mosburg.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**8. Board discussion and possible action to hire a certified fourth-grade teacher on a temporary contract for the 25-26 school year.**

**Action(s):**

**Motion Passed:** A motion to hire Sarah Hill as a certified fourth-grade teacher on a temporary contract for the 25-26 school year. Passed with a motion made by CaraLea Kreizenbeck and a second by John Coleman.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**9. Board discussion and possible action to hire Kailer Haggard as a teacher for REDS 365.**

**Action(s):**

**Motion Passed:** A motion to hire Kailer Haggard as a teacher for REDS 365. Passed with a motion made by David Mosburg and a second by CaraLea Kreizenbeck.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**10. Board discussion and possible action to hire a student mentor for REDS 365.**

**Action(s):**

**Motion Passed:** A motion to hire Ashley Garcia as a student mentor for REDS 365. Passed with a motion made by John Coleman and a second by Susanna Williams.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**11. Board discussion and possible action to approve an agreement with the architect CWA Group for a new press box.**

**Action(s):**

**Motion Passed:** A motion to approve the agreement between Clinton Public Schools and CWA Group for a new press box. Passed with a motion made by Susanna Williams and a second by John Coleman.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**12. Board discussion and possible action to approve a Sales Tax Agency Agreement with CWA Group PLLC, the architect.**

**Action(s):**

**Motion Passed:** A motion to approve the Sales Tax Agency Agreement with CWA Group PLLC. Passed with a motion made by Susanna Williams and a second by David Mosburg.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**13. New Business** There was no new business.

**14. Board discussion and possible vote to approve going into executive session to discuss the following items pursuant to Title 25 Section 307(B)(1)(7).**

- Superintendent Evaluation

**15. Acknowledge the return from executive session and enter into open session with the reading of the executive session statement.**

“The Board entered into executive session at 7:01p.m. to discuss the evaluation of the superintendent in accordance with Title 25 O.S. 307(B)(1)&(7). Those present in executive session were Board members David Mosburg, Kim Meacham, Susanna Williams, Cara Lea Kreizenbeck, John Coleman and Nathan Meget. No action was taken by the board of education. The Board returned to open session at 7:20p.m.”

**16. Adjourn.** The board adjourned at 7:20p.m.

\_\_\_\_\_  
MINUTES CLERK

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

I, the undersigned Clerk of the Board of Education of Clinton ISD 99, of Custer County, Oklahoma, do hereby certify that notice of the date, time and place of this meeting was given to the County Clerk of Custer County on November 14<sup>th</sup>, 2024

I also certify that at least 24 hours prior to the meeting, excluding Saturdays, Sundays and Holidays, notice of the date, time, place and agenda was posted in the east window of the front door of the Board of Education Office.  
Witness my hand and seal of this School District this 8th Day of December, 2025

\_\_\_\_\_  
CLERK, CLINTON BOARD OF EDUCATION

**Encumbrance Register**

**Options:** Year: 2025-2026, Date Range: 11/14/2025 - 12/4/2025, Fund(s): CHILD NUTRITION PROGRAMS FUND

<b>Fund</b>	<b>PO No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
22	26	11/17/2025	11644	OSAGE ORANGE FARMS, LLC.	MEAT GRANT: MEAT FOR CPS CAFETERIAS	25,000.00
22	27	12/01/2025	1926	OPAA! FOOD MANAGEMENT, INC.	MEALS SERVED AT CPS FOR DECEMBER 2025	145,500.00
<b>Non-Payroll Total:</b>						<b>\$170,500.00</b>
<b>Payroll Total:</b>						<b>\$37,624.22</b>
<b>Balance Forward:</b>						<b>\$1,866,511.71</b>
<b>Report Total:</b>						<b>\$2,074,635.93</b>

## Encumbrance Register

Options: Year: 2025-2026, Date Range: 11/14/2025 - 12/4/2025, Fund(s): GENERAL FUND

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	83	07/01/2025	1914	OKSPRA	REGISTRATION TO OKSPRA	24.45
11	192	07/01/2025	1831	OASIS	MEMBERSHIP DUES	0.00
11	431	08/20/2025	1090	AMAZON CAPITAL SERVICES	GEAR UP SUPPLIES FOR TESTING	-12.45
11	486	09/10/2025	2161	SWOBDA	ENTRY FEE FOR CMS BAND	-120.00
11	518	09/23/2025	1964	PERMA BOUND BOOKS	MEDIA CENTER BOOK ORDER	4.08
11	521	09/24/2025	11798	YARELI AMINTA RESENDIZ GARCIA	SPEECH THERAPY SERVICES	800.00
11	538	09/29/2025	81967	VERONICA AGUINAGA	REIMBURSEMENT FOR TRAVEL	0.00
11	583	10/22/2025	1961	PENDER'S MUSIC CO.	MUSIC FOR CIRCLE THE STATE	1.25
11	605	10/29/2025	2016	READ NATURALLY	READ NATURALLY 5TH GRADE KITS	-0.20
11	622	11/07/2025	1541	HOMELAND STORES, INC.	SUPPLIES FOR PARENT NIGHT NOVEMBER 13, 2025	-12.30
11	634	11/14/2025	11880	MICHELLE SNIDER	REIMBURSEMENT FOR HOTEL AG SHOW	532.15
11	635	11/17/2025	1090	AMAZON CAPITAL SERVICES	BAND SUPPLIES	17.90
11	636	11/17/2025	2108	SHORTGRASS HONOR BAND	ENTRY FEE FOR CMS BAND	500.00
11	637	11/17/2025	1756	MIDWEST MUSIC	BAND SUPPLIES	1,545.00
11	638	11/17/2025	2108	SHORTGRASS HONOR BAND	CHS BAND STUDENT ENTRY FEE	480.00
11	639	11/18/2025	1757	MIDWEST SPORTING GOODS	PRACTICE GEAR FOR BOYS BASKETBALL	2,729.02
11	640	11/18/2025	11564	WALMART SUPERCENTER	SUPPLIES FOR MCKINNEY VENTO STUDENT	300.00
11	641	11/18/2025	1180	BEAUCHAMP SAND AND GRAVEL, LLC	GRAVEL FOR THE BASEBALL PARKING LOT	2,000.00
11	642	11/19/2025	1090	AMAZON CAPITAL SERVICES	OFFICE & CLASSROOM SUPPLIES	366.79
11	643	11/19/2025	2297	WESTERN PSYCHOLOGICAL SERVICES	SUPPLIES FOR SPED TESTING	372.90
11	644	11/19/2025	1522	HAWTHORNE EDUCATIONAL	SUPPLIES FOR SPED	112.70
11	645	11/19/2025	11884	HEATHER GRABEAL	CAREER FAIR ARCH GEAR UP	400.00
11	646	11/20/2025	1090	AMAZON CAPITAL SERVICES	SUPPLIES FOR LIBRARY	257.55
11	647	11/20/2025	11885	HILTON GARDEN INN EDMOND	HOTEL FOR J SHEPHERD CCOSA	325.00
11	648	11/20/2025	2411	JANELLE SHEPHERD	PER DIEM FOR JANUARY CCOSA CONFERENCE	170.00
11	649	11/20/2025	2474	CHS POM	EXPENSES FOR JEFF KING TO POM NATIONALS	2,248.07
11	650	11/20/2025	10067	JEFF KING	PER DIEM FOR POM NATIONALS	440.00
11	651	12/02/2025	1843	OKCDA	ENTRY FEE FOR CMS VOCAL	420.00
11	652	12/02/2025	11892	NASDTEC	REGISTRATION FOR NANCY MURRAY	600.00
11	653	12/02/2025	11893	INTERCONTINENTAL HOTEL	HOTEL AND EXPENSES FOR N MURRAY	1,300.00
11	654	12/02/2025	11659	SOUTHWEST AIRLINES	FLIGHT FOR N MURRAY TO NEW ORLEANS JAN 28-30, 2026	600.00
11	655	12/02/2025	1416	DOLESE BROS. CO.	CONCRETE FOR THE DISC GOLF COURSE TSET	1,300.00
11	656	12/03/2025	1090	AMAZON CAPITAL SERVICES	YAMAHA CLARINET MOUTHPIECE 4C	49.50

**Encumbrance Register**

**Options:** Year: 2025-2026, Date Range: 11/14/2025 - 12/4/2025, Fund(s): GENERAL FUND

<b>Fund</b>	<b>PO No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
11	657	12/03/2025	11564	WALMART SUPERCENTER	SUPPLIES FOR MCKINNEY VENTO STUDENT	300.00
11	658	12/03/2025	1793	NABOR'S SHOES	SUPPLIES FOR MCKINNEY VENTO STUDENT	200.00
11	659	12/03/2025	11575	JUNIOR LIBRARY GUILD	BOOKS FOR CHS LIBRARY	1,880.84
11	660	12/03/2025	11519	MEALS AND MISC.	CAREER FAIR LUNCH WINNERS GEAR UP	180.00
11	661	12/04/2025	11895	STEPHANIE WORTHEY	REIMBURSEMENT FOR BACKGROUND CHECK	58.25
11	662	12/04/2025	11896	LINDSEY CRISP	REIMBURSEMENT FOR BACKGROUND CHECK	58.25
11	663	12/04/2025	11897	KASEY RIVERA	REIMBURSEMENT FOR BACKGROUND CHECK	58.25
11	664	12/04/2025	2124	SOONER TECHNOLOGY	MANAGED BLOCK HOURS FOR TECH	3,500.00
<b>Non-Payroll Total:</b>						<b>\$23,987.00</b>
<b>Payroll Total:</b>						<b>\$704,469.25</b>
<b>Balance Forward:</b>						<b>\$20,325,423.63</b>
<b>Report Total:</b>						<b>\$21,053,879.88</b>

**CLINTON PUBLIC SCHOOLS**

**Encumbrance Register**

**Options:** Year: 2025-2026, Date Range: 11/14/2025 - 12/4/2025, Fund(s): BOND FUND

<b>Fund</b>	<b>PO No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
32	8	11/20/2025	1605	JERRY'S GLASS, LLC.	NEW DOORS FOR CHS	18,500.00
<b>Non-Payroll Total:</b>						<b>\$18,500.00</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$665,535.24</b>
<b>Report Total:</b>						<b>\$684,035.24</b>

	DESCRIPTION	TOTAL ALL FUNDS	BOND 31	BOND 32	SINKING	GENERAL	BLDG	CNP	OB&T	BANK BAL
Nov 2025	Beg Bal 24-25					\$7,242.87		\$695.00	\$7,937.87	
	Beg Bal 25-26		\$125,244.98	\$1,029,469.84	\$302,208.47	\$3,081,406.85	\$2,070,307.52	\$997,565.97	\$7,606,203.63	
		\$0.00	\$125,244.98	\$1,029,469.84	\$302,208.47	\$3,088,649.72	\$2,070,307.52	\$998,260.97	\$7,614,141.50	\$7,614,139.51
									\$0.00	
					\$3,508.90	\$1,537,557.79	\$595.42	\$18,305.74	\$1,559,967.85	
			\$312.90	\$2,534.40	\$662.70	\$6,018.41	\$5,082.30	\$1,987.20	\$16,597.91	
						\$27,681.40			\$27,681.40	
									\$0.00	
	TOTAL DEPOSITS									
			\$312.90	\$2,534.40	\$4,171.60	\$1,571,257.60	\$5,677.72	\$20,292.94	\$1,604,247.16	
										\$1,604,647.16
DATE	DESCRIPTION	TOTAL ALL FUNDS	BOND 31	BOND 32	SINKING	GENERAL	BLDG	CNP	OB&T	
Yr 6									\$0.00	
				\$15,150.00	\$40,500.00	\$2,381,805.12	\$36,927.31	\$221,260.35	\$2,695,642.78	
			\$0.00	\$15,150.00	\$40,500.00	\$2,381,805.12	\$36,927.31	\$221,260.35	\$2,695,642.78	\$2,696,042.78
DATE	DESCRIPTION	TOTAL ALL FUNDS	BOND 31	BOND 32	SINKING	GENERAL	BUILDING	CNP	OB&T	
Yr 5									\$0.00	
									\$0.00	
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
DATE	DESCRIPTION	TOTAL ALL FUNDS	BOND 31	BOND 32	SINKING	GENERAL	BUILDING	CNP	OB&T	TOTAL
	EXPENDITURES 24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	EXPENDITURES 25	\$2,680,492.78	\$0.00	\$15,150.00	\$40,500.00	\$2,381,805.12	\$36,927.31	\$221,260.35	\$2,695,642.78	
	FUND BALANCE 24	\$7,937.87	\$0.00	\$0.00	\$0.00	\$7,242.87	\$0.00	\$695.00	\$7,937.87	
	FUND BALANCE 25	\$6,514,808.01	\$125,557.88	\$1,016,854.24	\$265,880.07	\$2,270,859.33	\$2,039,057.93	\$796,598.56	\$6,514,808.01	
	TOTALS	\$6,522,745.88	\$125,557.88	\$1,016,854.24	\$265,880.07	\$2,278,102.20	\$2,039,057.93	\$797,293.56	\$6,522,745.88	\$6,522,743.89
				11-4-25 for Activty Fund		\$400.00				
				11-4-25 Reversed SWOSU Donatioin		-\$400.00				



## CLINTON PUBLIC SCHOOLS

## Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 11/1/2025 - 11/30/2025

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
000 NONCATEGORICAL FUNDS	\$2,990.09	\$965.46	\$0.00	\$0.00	\$3,955.55	\$0.00	\$3,955.55
801 CHS ATHLETICS	\$57,262.46	\$7,990.00	\$0.00	\$2,137.47	\$63,114.99	\$17,117.92	\$45,997.07
802 CMS ATHLETICS	\$5,912.42	\$9,265.00	\$0.00	\$6,171.88	\$9,005.54	\$1,004.00	\$8,001.54
803 CMS BAND	\$16,247.05	\$22,048.00	\$0.00	\$21,518.30	\$16,776.75	\$600.00	\$16,176.75
806 CMS NEWSPAPER/ANNUAL	\$2,700.68	\$43.57	\$0.00	\$151.04	\$2,593.21	\$268.96	\$2,324.25
809 CMS VOCAL MUSIC	\$4,367.03	\$0.00	\$0.00	\$2,659.95	\$1,707.08	\$200.00	\$1,507.08
811 TECHNOLOGY EDUCATION	\$653.70	\$0.00	\$0.00	\$119.99	\$533.71	\$324.48	\$209.23
813 CMS ART	\$0.24	\$0.00	\$0.00	\$0.00	\$0.24	\$0.00	\$0.24
842 CHS YEARBOOK	\$2,197.41	\$0.00	\$0.00	\$173.49	\$2,023.92	\$623.15	\$1,400.77
843 CHS ART	\$121.99	\$0.00	\$0.00	\$0.00	\$121.99	\$95.00	\$26.99
845 CHS BAND	\$25,303.25	\$15,345.00	\$0.00	\$0.00	\$40,648.25	\$9,200.00	\$31,448.25
849 CHS DECA (BROADCAST)	\$2,777.74	\$106.00	\$0.00	\$919.47	\$1,964.27	\$200.00	\$1,764.27
852 CHS FFA	\$15,828.27	\$1,779.55	\$0.00	\$3,761.77	\$13,846.05	\$4,293.23	\$9,552.82
853 CHS FCCLA	\$7,090.44	\$0.00	\$0.00	\$462.15	\$6,628.29	\$592.85	\$6,035.44
857 CHS LEGAL TEAM	\$3,222.27	\$756.00	\$0.00	\$709.41	\$3,268.86	\$0.00	\$3,268.86
858 CHS NEWSPAPER	\$9.80	\$0.00	\$0.00	\$0.00	\$9.80	\$0.00	\$9.80
864 CHS VOCAL MUSIC	\$11,165.70	\$3,148.00	\$0.00	\$4,179.08	\$10,134.62	\$526.84	\$9,607.78
902 CPSF GRANTS	\$20,059.74	\$0.00	\$0.00	\$2,099.88	\$17,959.86	\$2,919.71	\$15,040.15
903 INTEREST	\$38,403.85	\$1,866.82	\$0.00	\$523.50	\$39,747.17	\$8,240.72	\$31,506.45
906 PETTY CASH	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	\$200.00	\$0.00
907 SPECIAL OLYMPICS	\$133.46	\$0.00	\$0.00	\$0.00	\$133.46	\$0.00	\$133.46
908 GIFTS & REWARDS	\$56,774.26	\$0.00	\$0.00	\$1,607.85	\$55,166.41	\$9,260.37	\$45,906.04
909 INDIAN EDUCATION/NATIVE AMERICAN CLUB	\$3.50	\$0.00	\$0.00	\$0.00	\$3.50	\$0.00	\$3.50
911 NANCE ELEMENTARY	\$37,887.06	\$300.50	\$0.00	\$30.00	\$38,157.56	\$6,085.82	\$32,071.74
912 NANCE TEACHER FUND	\$1,555.21	\$0.00	\$0.00	\$0.00	\$1,555.21	\$1,040.00	\$515.21
913 WASHINGTON ELEMENTARY	\$9,423.00	\$748.85	\$0.00	\$1,563.87	\$8,607.98	\$2,941.16	\$5,666.82
914 WES TEACHER FUND	\$1,078.92	\$0.00	\$0.00	\$0.00	\$1,078.92	\$0.00	\$1,078.92
916 SOUTHWEST ELEMENTARY	\$19,246.27	\$730.50	\$0.00	\$2,739.25	\$17,237.52	\$11,612.00	\$5,625.52
917 CMS ACADEMICS	\$1,507.98	\$0.00	\$0.00	\$199.00	\$1,308.98	\$140.00	\$1,168.98
918 SOUTHWEST TEACHER FUND	\$612.32	\$0.00	\$0.00	\$30.00	\$582.32	\$100.00	\$482.32
921 CMS TEACHER FUND	\$676.90	\$0.00	\$0.00	\$0.00	\$676.90	\$0.00	\$676.90
922 CMS GENERAL ACTIVITY	\$6,292.07	\$1,006.00	\$0.00	\$1,395.34	\$5,902.73	\$939.05	\$4,963.68
926 CMS STUDENT COUNCIL	\$1,522.59	\$0.00	\$0.00	\$42.82	\$1,479.77	\$0.00	\$1,479.77
930 CMS FOOD BANK	\$5,386.00	\$0.00	\$0.00	\$268.06	\$5,117.94	\$231.94	\$4,886.00
931 CMS CHEERLEADERS	\$7,640.60	\$0.00	\$0.00	\$0.00	\$7,640.60	\$500.00	\$7,140.60
934 CLINTON SCHOOLS ARCHERY	\$6,205.63	\$453.00	\$0.00	\$2,763.77	\$3,894.86	\$945.00	\$2,949.86
938 TINY TORNADOES DAYCARE	\$31,310.40	\$8,550.00	\$0.00	\$0.00	\$39,860.40	\$0.00	\$39,860.40
939 HOLIDAY FEED ACCT	\$3,732.81	\$0.00	\$0.00	\$0.00	\$3,732.81	\$1,000.00	\$2,732.81
940 NATIONAL HONOR SOCIETY	\$2,236.09	\$500.00	\$0.00	\$76.95	\$2,659.14	\$0.00	\$2,659.14
941 LITERARY CLUB	\$740.70	\$0.00	\$0.00	\$0.00	\$740.70	\$0.00	\$740.70
946 CHS COMMONS	\$2,912.10	\$0.00	\$0.00	\$0.00	\$2,912.10	\$0.00	\$2,912.10
947 CHS GENERAL ACTIVITY	\$17,172.59	\$845.43	\$0.00	\$2,845.46	\$15,172.56	\$5,637.18	\$9,535.38
948 CHS TEACHER FUND	\$740.77	\$100.00	\$0.00	\$0.00	\$840.77	\$127.29	\$713.48
950 CHS POM	\$6,763.54	\$13,903.00	\$0.00	\$3,262.55	\$17,403.99	\$5,680.34	\$11,723.65
951 CHS WEIGHT ROOM	\$16.70	\$0.00	\$0.00	\$0.00	\$16.70	\$0.00	\$16.70
952 D.A.R.E.	\$5.94	\$0.00	\$0.00	\$0.00	\$5.94	\$0.00	\$5.94
954 CHS FOOD PANTRY	\$222.84	\$0.00	\$0.00	\$0.00	\$222.84	\$0.00	\$222.84
956 CHS SCIENCE CLUB	\$5,233.13	\$0.00	\$0.00	\$0.00	\$5,233.13	\$0.00	\$5,233.13
959 CHS CHEERLEADERS	\$8,675.97	\$0.00	\$0.00	\$3,823.55	\$4,852.42	\$270.00	\$4,582.42
961 CHS CRAFTING CLUB	\$220.00	\$0.00	\$0.00	\$0.00	\$220.00	\$0.00	\$220.00
963 CHS STUDENT COUNCIL	\$4,166.62	\$0.00	\$0.00	\$54.73	\$4,111.89	\$100.00	\$4,011.89
965 CHS BPA	\$811.29	\$0.00	\$0.00	\$760.00	\$51.29	\$0.00	\$51.29
966 KEY CLUB	\$2,179.21	\$0.00	\$0.00	\$33.00	\$2,146.21	\$431.18	\$1,715.03
967 CMS WHIRLWIND BOOSTER CLUB	\$5,526.11	\$1,501.00	\$0.00	\$1,289.89	\$5,737.22	\$3,402.61	\$2,334.61
969 CLINTON WRESTLING BOOSTER CLUB	\$40,441.40	\$2,825.00	\$0.00	\$4,849.75	\$38,416.65	\$9,641.16	\$28,775.49
970 CHS FOOTBALL BOOSTER CLUB	\$79,479.85	\$2,180.00	\$0.00	\$7,839.57	\$73,820.28	\$15,570.97	\$58,249.31
971 CHS BASEBALL BOOSTER CLUB	\$20,410.86	\$0.00	\$0.00	\$0.00	\$20,410.86	\$0.00	\$20,410.86

## CLINTON PUBLIC SCHOOLS

## Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 11/1/2025 - 11/30/2025

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
972 CHS BASKETBALL BOOSTER CLUB	\$30,379.05	\$18,583.00	\$0.00	\$5,131.03	\$43,831.02	\$11,315.45	\$32,515.57
973 CHS SOFTBALL BOOSTER CLUB	\$14,628.36	\$115.00	\$0.00	\$1,644.79	\$13,098.57	\$3,044.00	\$10,054.57
974 CHS VOLLEYBALL BOOSTER CLUB	\$13,229.67	\$360.00	\$0.00	\$605.20	\$12,984.47	\$5,847.48	\$7,136.99
975 CHS SOCCER BOOSTER CLUB	\$35,400.03	\$0.00	\$0.00	\$0.00	\$35,400.03	\$594.96	\$34,805.07
976 CLINTON BAND BOOSTER CLUB	\$10,123.80	\$0.00	\$0.00	\$1,508.38	\$8,615.42	\$1,423.33	\$7,192.09
977 CHS TENNIS BOOSTER CLUB	\$2,235.60	\$0.00	\$0.00	\$0.00	\$2,235.60	\$0.00	\$2,235.60
978 CHS TRACK BOOSTER CLUB	\$5,108.39	\$0.00	\$0.00	\$685.00	\$4,423.39	\$1,496.00	\$2,927.39
979 CHS GOLF BOOSTER CLUB	\$11,736.96	\$0.00	\$0.00	\$0.00	\$11,736.96	\$0.00	\$11,736.96
980 CHS BASEBALL BOOSTER TRIP	\$814.94	\$0.00	\$0.00	\$0.00	\$814.94	\$0.00	\$814.94
984 CLASS OF 2026/JUNIOR	\$2,380.18	\$0.00	\$0.00	\$0.00	\$2,380.18	\$0.00	\$2,380.18
987 CMS GIRLS BASKETBALL BOOSTER CLUB	\$9,100.84	\$8,353.84	\$0.00	\$3,105.82	\$14,348.86	\$5,874.70	\$8,474.16
988 ELEM. YEARBOOK ACCT	\$1,135.04	\$0.00	\$0.00	\$0.00	\$1,135.04	\$0.00	\$1,135.04
989 CHS SLOW PITCH SOFTBALL	\$323.19	\$0.00	\$0.00	\$0.00	\$323.19	\$0.00	\$323.19
990 CLINTON E-SPORTS	\$1,125.66	\$0.00	\$0.00	\$286.26	\$839.40	\$0.00	\$839.40
991 CPS MEMORIAL FUND	\$875.70	\$0.00	\$0.00	\$0.00	\$875.70	\$0.00	\$875.70
992 CLINTON CLASS OF 2028 BOOSTER CLUB	\$1,937.25	\$0.00	\$0.00	\$0.00	\$1,937.25	\$0.00	\$1,937.25
993 CLINTON CLASS OF 2030 BOOSTER CLUB	\$2,466.00	\$0.00	\$0.00	\$0.00	\$2,466.00	\$0.00	\$2,466.00
994 CLINTON CLASS OF 2031 BOOSTER CLUB	\$1,604.50	\$0.00	\$0.00	\$0.00	\$1,604.50	\$0.00	\$1,604.50
995 CLINTON CLASS OF 2023 BOOSTER CLUB	\$1,813.83	\$0.00	\$0.00	\$0.00	\$1,813.83	\$0.00	\$1,813.83
996 CLINTON CLASS OF 2026 BOOSTER CLUB	\$1,790.65	\$1,230.00	\$0.00	\$0.00	\$3,020.65	\$250.00	\$2,770.65
997 CLINTON CLASS OF 2027 BOOSTER CLUB	\$2,886.00	\$310.00	\$0.00	\$660.00	\$2,536.00	\$0.00	\$2,536.00
998 CLINTON CLASS OF 2029 BOOSTER CLUB	\$1,215.50	\$0.00	\$0.00	\$0.00	\$1,215.50	\$0.00	\$1,215.50
<b>Total</b>	<b>\$757,769.96</b>	<b>\$125,908.52</b>	<b>\$0.00</b>	<b>\$94,689.27</b>	<b>\$788,989.21</b>	<b>\$151,908.85</b>	<b>\$637,080.36</b>

# CLINTON PUBLIC SCHOOLS

## Receipt Register

**Options:** Fund: Governmental Funds, Show Detail: Yes, Date Range: 11/1/2025 - 11/30/2025, Account: All, Status: All

Receipt No	Date		Received From			Prg	Unit	Amount	Status
	Year	Fund	Acct Type	Acct No	Prj			Amount	
67	11/3/2025		MISC REIMB					\$100.00	Posted
	2026	11	AR	1590	000		050	\$100.00	
	2026 11 Total							\$100.00	
68	11/5/2025		CUSTER COUNTY					\$13,072.35	Posted
	2026	11	AR	2100	000	000	050	\$680.09	
	2026	11	AR	1120	000	000	050	\$4,165.60	
	2026	11	AR	1310	000	000	050	\$18.20	
	2026	11	AR	2200	000	000	050	\$4,021.49	
	2026	11	AR	3150	000	000	050	\$82.65	
	2026 11 Total							\$8,968.03	
	2026	21	AR	1120	000	000	050	\$595.42	
	2026 21 Total							\$595.42	
	2026	41	AR	1120	000	000	050	\$3,508.90	
2026 41 Total							\$3,508.90		
69	11/6/2025		MISC REIMB					\$25.00	Posted
	2026	11	AR	1590	000	000	050	\$25.00	
	2026 11 Total							\$25.00	
70	11/7/2025		CACFP					\$10,109.20	Posted
	2026	22	AR	4750	769	700	050	\$10,109.20	
	2026 22 Total							\$10,109.20	
71	11/10/2025		OKLAHOMA SDE					\$13,422.44	Posted
	2026	11	AR	4470	587	000	050	\$9,930.98	
	2026	11	AR	4281	572	000	050	\$3,491.46	
	2026 11 Total							\$13,422.44	
72	11/12/2025		OKLAHOMA TAX COMMISSION					\$133,488.69	Posted
	2026	11	AR	3110	000	000	050	\$49,761.21	
	2026	11	AR	3130	000	000	050	\$9,398.76	
	2026	11	AR	3120	000	000	050	\$74,328.72	
	2026 11 Total							\$133,488.69	
73	11/13/2025		OKLAHOMA SDE					\$1,136,930.57	Posted
	2026	11	AR	3415	367	000	050	\$59,388.56	
	2026	11	AR	3210	000	000	050	\$862,328.30	
	2026	11	AR	3420	333	000	050	\$11,444.38	
	2026	11	AR	3250	332	000	050	\$6,158.37	
	2026	11	AR	3250	335	000	050	\$71,611.02	
	2026	11	AR	3250	331	000	050	\$978.72	
	2026	11	AR	3250	334	000	050	\$116,824.68	
	2026 11 Total							\$1,128,734.03	
	2026	22	AR	3250	332	700	050	\$397.32	
	2026	22	AR	3250	335	700	050	\$7,799.22	
	2026 22 Total							\$8,196.54	
74	11/19/2025		MISC REIMB					\$412.71	Posted
	2026	11	AR	1590	000	000	050	\$412.71	
	2026 11 Total							\$412.71	

# CLINTON PUBLIC SCHOOLS

## Receipt Register

**Options:** Fund: Governmental Funds, Show Detail: Yes, Date Range: 11/1/2025 - 11/30/2025, Account: All, Status: All

Receipt No	Date		Received From			Prg	Unit	Amount	Status
	Year	Fund	Acct Type	Acct No	Prj			Amount	
75	11/14/2025		OKLAHOMA SDE					\$4,583.33	Posted
	2026	11	AR	3857	487	000	050	\$4,583.33	
	2026	11 Total						\$4,583.33	
76	11/17/2025		OKLAHOMA SDE					\$59,665.15	Posted
	2026	11	AR	4271	541	000	050	\$17,296.65	
	2026	11	AR	4340	641	000	050	\$951.28	
	2026	11	AR	4310	621	000	050	\$39,668.22	
	2026	11	AR	3414	311	000	050	\$1,749.00	
	2026	11 Total						\$59,665.15	
77	11/17/2025		IMPACT AID					\$187,872.00	Posted
	2026	11	AR	4210	511	000	050	\$187,872.00	
	2026	11 Total						\$187,872.00	
78	11/17/2025		ARVEST					\$286.41	Posted
	2026	11	AR	1590	000	000	050	\$286.41	
	2026	11 Total						\$286.41	
79	11/20/2025		LAND COMMISSION					\$27,681.40	Posted
	2026	11	AR	3140	000	000	050	\$27,681.40	
	2026	11 Total						\$27,681.40	
80	11/30/2025		OB&T INTEREST					\$16,597.91	Posted
	2026	11	AR	1310	000	000	050	\$6,018.41	
	2026	11 Total						\$6,018.41	
	2026	21	AR	1310	000	000	050	\$5,082.30	
	2026	21 Total						\$5,082.30	
	2026	22	AR	1310	000	700	050	\$1,987.20	
	2026	22 Total						\$1,987.20	
	2026	31	AR	1310	000	000	050	\$312.90	
	2026	31 Total						\$312.90	
	2026	32	AR	1310	000	000	050	\$2,534.40	
	2026	32 Total						\$2,534.40	
	2026	41	AR	1310	000	000	050	\$662.70	
	2026	41 Total						\$662.70	

**Year and Fund Totals:**

2026	11	\$1,571,257.60
2026	21	\$5,677.72
2026	22	\$20,292.94
2026	31	\$312.90
2026	32	\$2,534.40
2026	41	\$4,171.60

**Total Receipts Posted =** \$1,604,247.16

**Total Receipts Not Posted =** \$0.00

# Southwest

*Together we grow, together we shine*

- Students and staff are excited to be back!
- Family Art Night and our pop-up book fair were a hit! We had over 150 kids attend and make ornaments with their families!
- STAR RTI is going strong. The next round of testing will take place on December 15<sup>th</sup> and 16<sup>th</sup>.
- Students who reach Level 3 for AR will go to the movies the last week before break.
- 177 students have already mastered their first math fact level
- 3<sup>rd</sup> Grade Christmas programs are on December 12th
- Ginger England is the Southwest Teacher of the Year!

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# CMS and WES BOE Newsletter December 2025

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## CMS and WES Mission:

*"We will lead and prepare our students to become the BEST version of themselves."*

**All In, All Together**



## ***Message From Mr. Ray:***

It's almost Christmas Break! That means we are close to being in the new building. Our teachers and students continue to work extremely hard. We have our benchmark testing starting. We also just hosted a TSA conference at the Frisco Center, and our kids did well. Our Winter sports have started, and they are doing great. Please check out our calendar to see all of the exciting things going on in our school. Please feel free to stop by anytime.

Thank you for all that you do. "We will lead and prepare our students to become the best version of themselves."

Gene Ray

“  
**CMS/WES VALUES**

*"At CMS and WES, we value respect, responsibility, and resilience. We are committed to academic excellence, personal growth, and fostering a safe and inclusive environment where students, staff, and families work together to support every learner's success."*



“  
**CMS/WES VISION**

*"Empowering every student to achieve excellence through a dedicated staff, supportive community, and a culture of high expectations, collaboration, and lifelong learning."*



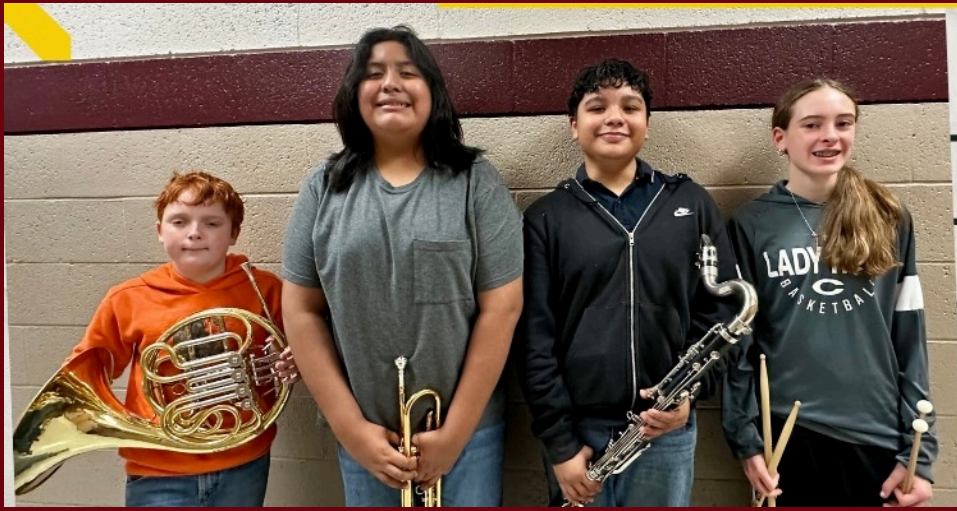
**GOAL AREA #1 STUDENT ACHIEVEMENT**

CMS and WES Students will begin benchmark testing on December 11th and 12th.



**GOAL AREA #2 CURRICULUM AND INSTRUCTION**

**CMS Honor Band**



Congratulations to our All-Region Honor Band students.

TL-R- William Roberts, Payson Panana, Santiago Rodriguez,  
and Madilyn Ruyle.

## CMS Girls Basketball



CMS Whirlwinds' 7th and 8th-grade girls basketball teams won  
the Clinton Tournament Championship!

## OKMEA All-State





Leah Fanshier was selected for the 25-26 OKMEA All-State Children's Chorus. She will perform in January at the OKMEA WINTER CONFERENCE.



GOAL AREA #3 PERSONNEL

**CMS/WES Teacher of the Year**



Sarah Kerr was chosen as the 2025-2026 CMS Teacher of the Year.

## CMS/WES Support Staff of the Year



Shelbie Starnes was chosen CMS Support Staff of the Year for the 2025-2026 school year.



GOAL AREA #4 COMMUNITY SCHOOL ENGAGEMENT

## Mr.Hayes hosts TSA Mini Conference at the Frisco Center



Mr.Hayes welcomed approximately one hundred middle and high school students to a mini Technology Student Association conference. The conference included competitive events and opportunities for the students to showcase their skills in areas like STEM, design, as well as network with peers.





## Upcoming Events

**CLINTON MIDDLE SCHOOL**   **WASHINGTON ELEMENTARY**

### Clinton Public Schools

December 9- 7th/8th Grade OAAC Regional Quiz Bowl

Dec 11th and 12th- Benchmark Testing

December 11- 7th/8th/9th Boys Basketball @ Bethany

7th/8th Girls Basketball vs Bethany

December 12- Teacher of the Year Luncheon

December 13- CHS & CMS Archery @ Ninnekah  
Tournament

December 15- CHS & CMS Choir Winter Concert

Dec 17th- CMS/WES Pep Assembly- 9:00 am-10:00 am

Dec 17th- WES Christmas Program- 11:00 am

December 18- Champions Party and AR Party

December 18- Last Day of Classes

December 19- 10:30 am Red Tornado Teacher and Staff of  
the Year Recognition Ceremony

January 6- Classes resume

January 9-10- JH (7th-9th Grade) & Jazz All-State Choir  
Festival

January 10- CHS & CMS Archery @ North Rock Creek  
Pinkout Shootout

January 12- 7th/8th Basketball vs Watonga

**"It's a GREAT day to be a RED TORNADO!"**

*Schedules and Resources*

**All In, All Together** 

**District Calendar**

2025-2026

# Clinton Public Schools

## Academic Calendar



- Inservice / No School
- No School
- Start/End 9 Weeks
- New Teacher Inservice

July 2025						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September 2025						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- July 16-17 CPS Enrollment
- July 28-30 New Teacher Inservice
- July 30-Aug. 4 Teacher Inservice
- Aug. 5 Classes Start
- Sept. 1 Labor Day - No School
- Sept. 22 Teacher Inservice - No School
- Oct. 3 End of 1st 9 weeks
- Oct. 13 No School in Lieu of PTC Day
- Oct. 14-17 Fall Break
- Nov. 24-28 Thanksgiving Break
- Dec. 18 End of 1st Semester
- Dec. 19 Teacher Inservice - No School
- Dec. 22 - Jan 2 Winter Break
- Jan. 5 Teacher Inservice - No School
- Jan. 6 Classes Start
- Jan. 19 Martin Luther King Day-No School
- Feb. 2 Teacher Inservice-No School
- Feb. 16 No School in Lieu of PTC Day
- March 6 End of 3rd 9 weeks
- March 16-20 Spring Break
- April 3 Good Friday - No School
- May 14 Last Day of Classes
- May 15 Teacher Inservice/Graduation

January 2026						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2026						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					



\*The Clinton BOE has adopted a school year based on hours of instruction\*

Clinton Public Schools  
580-323-1800  
Clinton High School  
580-323-1230

Clinton Middle School  
580-323-4228  
Washington Elementary  
580-323-0311

Southwest Elementary  
580-323-1290  
Nance Elementary  
580-323-0260

*It's a great day to be a Red Tornado!*

- 📞 WASHINGTON - 580-323-0311
- 📞 CMS - 580-323-4228
- ✉️ GENE.RAY@CPSREDS.ORG
- 🌐 CLINTONOKSCHOOLS.ORG
- 📍 PO BOX 729  
CLINTON, OK 73601

## GENE RAY

WASHINGTON ELEMENTARY PRINCIPAL  
CLINTON MIDDLE SCHOOL PRINCIPAL  
HEAD MENS SOCCER COACH CLINTON HIGH SCHOOL



**Tanner Wheeler- Assistant Principal**

**John Fowler- Counselor**

**Lana Nix- Counselor**



# NANCE



*“Meeting Students Where They Are,  
Helping Them Grow”*

## ***What’s Happening?***

- Dec. 2-12 –STAR Testing KG and 1st
- Dec. 2 – Wellness Fair
- Dec. 4 – Cocoa with Santa
- Dec. 5 – First grade music program
- Dec. 18- Class Winter Parties

## ***Family/ Community Engagement***

- Wellness fair went well, MCYS, Oppa!, Dolly Parton-Imagination Library, as well as resources from Custer Co. Health Department were available for families, families received sensory kits
- Cocoa with Santa - families will receive academic kits, sensory kits, along with milestone trackers and other community resources

## ***Commitments/Goals***

- All first grade students who have 95% attendance for the semester were entered in a drawing for their parents to receive VIP seating at the program
- Kindergarten and First Grade students have started STAR MOY testing.
- Our sensory rooms will be completed by the end of December, we look forward to sharing more information about them once done.



# CHS Board Report

## December, 2025



### CHS COLLECTIVE COMMITMENTS

- We will prioritize school safety for all students and staff.
- We will create an educational environment where students want to be by understanding that each student comes from life experiences that are different from their peers.
- We will celebrate diversity and cultural differences that make our school and students unique.
- We will do what is best for our students by fostering relationships with students, giving grace when needed, and encouraging student and parent involvement in the educational process.
- We will have high expectations for students and staff, focusing on learning the established academic standards in our guaranteed and viable curriculum.
- We will have clear, consistent, and fair behavioral standards for all staff and students and hold each other accountable to meet those expectations by communicating and collaborating with colleagues, students, parents, and administrators to achieve results.
- We will support high academic achievement, emotional wellbeing, and provide the resources students need.
- We will create patterns and routines that set students up for success with great leadership and follow-through.
- We will hire and support excellent staff with a high work ethic and support them in fostering student success.

### CHS MISSION

We are here to give all students a safe, positive learning environment founded on self-discipline and determination that will prepare students to be productive adults who make meaningful contributions to their communities.

### CHS VISION

We believe that all faculty, staff, and students can learn at high levels, and that learning is our fundamental purpose.

- We focus on learning
- We work collaboratively
- We learn through our results

### CHS BUILDING-WIDE SMART GOALS

- 1) Backward Unit Design-Currently three of four core teams are fluently using the backward design model. The fourth team is nearing proficiency in the model as well, but is not yet fluent.
- 2) Create belonging by greeting students at the classroom door in a positive manner-currently gathering baseline discipline data for comparison
- 3) Decrease ineligibility to less than 10%-teachers are championing individual students, contacting parents of failing students, and encouraging the use of office hours to decrease the number of students failing classes; currently 15.4%
- 4) Raise the building average Junior ACT score to at least state minimum-Teacher teams are using ACT style formative assessment questions as well as ACT aligned Oklahoma standards to prepare students to perform well on the ACT. Data from our scorecard shows a blend of ACT style and traditional performance assessments. Sophomore and Junior students are using ACT Online Prep to gain ACT testing experience.



CHS Sophomores and juniors have logged 160+ hours on ACT Online Prep as of December 1<sup>st</sup>, 2025.





**ELIGIBILITY as of 12/1/2025**

- **ATTENDANCE** - 4.9% of students ineligible due to absences
- **GRADES** - 14.2% of students ineligible due to grades



The CHS Academic team is the 4A Regional Academic Bowl Champion.



The CHS Froshmore Academic Team has qualified for State in both Math and Social Studies.



CHS Teacher of the Year- Mrs. Jacklyn Olney



**November Enrollment: 549**  
**WTC: 104**

**CHS: 505**  
**Concurrent: 46**

**Gold Academy: 44**  
**Advanced Placement: 57**

# Policy GK-E1

## REQUEST FOR USE OF SCHOOL PROPERTY, RENTAL FEE, AND PROJECTED SALARY

Request for the use of:

Date of use:

Starting time:

Request made by (include organization name and sponsor name):

Purpose of request:

To determine if you are in Group 1,2,3 or 4, please answer the following questions:

- Do you represent a school team, organization, club or sponsored by the school?
- Do you represent a school booster club?
- Do you represent an area emergency organization using the facility for training only?
- Is your group a non-Clinton School group with only Clinton Public School students PreK-12? If Yes then complete the following:
  - Is your group only Clinton Public School students in grades PreK-12?
  - Is there a cost of any type to be part of your group?
  - Is this a fundraiser?
  - Is this open to all students within the defined grade level(s)?
- Is your group a Non-Clinton PreK-12 organization?
- Do you represent a non-profit organization?

Who is the Clinton Public School employee opening and closing the facility.

---

# Policy GK-E1

Facility Deposit ..... \$ \_\_\_\_\_

Facility Rent ..... \$ \_\_\_\_\_

Custodian service assignment and estimated fee:

Name:

Hours Worked:

(at 1.5 times pay rate for person assigned)

#1 _____	Hrs. _	x \$ _	Total due\$ ____
#2 _____	Hrs. _	x \$ _	Total due\$ ____

Food service staff assignment and estimated fee:

#1 _____	Hrs. _	x \$ _	Total due\$ ____
#2 _____	Hrs. _	x \$ _	Total due\$ ____
#3 _____	Hrs. _	x \$ _	Total due\$ ____
#4 _____	Hrs. _	x \$ _	Total due\$ ____

## RENTAL FEE AND PROJECTED SALARY (Cont.)

Total Projected Cost	\$ ____
Adjustments	\$ ____
Total Due	\$ ____

The Board of Education reserves the right to cancel any permission granted. The superintendent and/or Board of Education may make alternatives to the above requirements.

# Policy GK-E1

The undersigned user of school property hereby agrees to:

1. Observe the rules and regulations for the use of school property as established in section GK of the adopted board policy.
2. Assume full responsibility for loss or damage to school district property resulting from such use.
3. Assume full responsibility for personal injury sustained by any person as a result of such use and waive all school district liability.
4. Pay the usual and customary fee for such use.
5. Signing this statement below acknowledges that the person below has provided the school district with proof of insurance coverage.

Sponsor (print) \_\_\_\_\_

Signature \_\_\_\_\_

Date:

Request:

Approved \_\_\_\_\_

Denied \_\_\_\_\_

CPS Authority (print) \_\_\_\_\_

Signature \_\_\_\_\_

Date:

**Revised: December 8, 2025**

# Policy GK-R1

## USE OF SCHOOL PROPERTY (REGULATIONS)

Individuals, groups, or organizations wishing to use Clinton Public Schools facilities will fall into one of these four groups. The group level will determine the cost for use and the priority level.

**Group 1:** Clinton Public School teams, organizations, clubs, and programs sponsored by the school.

**Group 2:** School Booster Clubs, Area Emergency Personnel using the facilities for training, Clinton non-school groups/organizations which meet the following criteria:

- a) Only Clinton Public School PK-12 students
- b) No cost of any kind to students
- c) Activity is not a fundraiser

**Group 3:** Clinton non-school based PK-12 groups/organizations

**Group 4:** All Individuals/organizations/groups who do not meet criteria for Groups 1, 2 or 3

Facility	Group 1	Group 2	Group 3	Group 4
Tornado Bowl	No Charge	No Charge	\$15/hour, \$75/day	\$30/hour, \$150/day
Any Gym	No Charge	No Charge	\$15/hour, \$75/day	\$30/hour, \$150/day
CMS Auditorium	No Charge	No Charge	\$15/hour, \$75/day	\$30/hour, \$150/day
Any School Cafeteria				
• Kitchen only	No Charge	No Charge	\$10/hour, \$50/day	\$20/hour, \$100/day
• Dining Room only	No Charge	No Charge	\$10/hour, \$50/day	\$20/hour, \$100/day
• Kitchen and Dining	No Charge	No Charge	\$15/hour, \$75/day	\$30/hour, \$150/day
Classroom	No Charge	No Charge	\$5/hour, \$25/day	\$10/hour, \$50/day
Batting Barn	No Charge	No Charge	\$15/hour, \$75/day	\$30/hour, \$150/day

Plus: Custodial, Cafeteria and Supervision (Monitor) - \$17.50 per hour for each person assigned (no organization may have access to the cafeteria, kitchen, or equipment unless the cafeteria manager or designated cafeteria employee is present and in charge.) There will not be a charge to Group 2 or Group 3 for custodial work that can be accomplished during the normal workday. Group 2 or Group 3 may be charged for custodial work if the facility is left unclean.

# Policy GK-R1

## USE OF SCHOOL PROPERTY, REGULATIONS (Cont.)

### Conditions for Facility Use:

1. It is our desire that the renting of a facility be a positive experience for everyone. If any member of the Group is disrespectful, belligerent, demeaning, etc. to a school employee or representatives of the school the group will not be allowed to use school facilities.
2. It is our desire that Groups 2 and 3 use school facilities at the above rate when the activity is only for Clinton student/residents. If an organization chooses to have groups/individuals outside of Clinton in school facilities then they will be charged Group 4 rates.
3. Group 1 has first access to school facilities; Group 2 has second access; Group 3 has third access and Group 4 has fourth access; Groups 2 through 4 must have their event on the district calendar to have access to the facilities secured.
4. Deposit fees are separate from usage fees. The deposit fee is due when an event is scheduled and is equal to half the estimated usage fee. Usage fees are due at the time of the event. All fees are to be made payable to Clinton Public Schools.
5. Each Group will be responsible for finding a school employee to help them with their rental. Keys to school facilities will only be given to school employees. For Groups 1, 2 and 3 the school employee will be required to open the facility and lock up when the group is finished. The school employee will make sure no damage has occurred when they lock up. The school employee is not personally responsible for damage to the school by the groups; they are only responsible to report the damage to the Principal. For Group 4; a school employee will be required to open the facility, be present at all times and lock up after cleanup. The Group must pay the school for the cost of the school employee. The school may request additional custodial service if needed for the cleanup and the group will bear the cost.
6. A school employee will be required to open the facility, be present at all times and lock up after cleanup at pay rate stated above. The group/organization is responsible to find the school employee. Additional custodial service can be requested. Cleanup is subject to the school employee approval.
7. A minimum of one food service employee must be present and in charge during use of kitchen at pay rate stated above. The food service director will schedule employee for service. Additional kitchen personnel can be requested. Kitchen cleanup is subject to supervision employee's approval.
8. Organization must provide adequate volunteer workers for proper preparation, serving and cleanup, or bear the responsibility for wages required for additional staff called to do work.
9. Organization is responsible for repair of any damage to facility caused by any participant in this activity. Clinton Public Schools is released from responsibility regarding accidents or liability involving organization member or activity participants. Organization may be required to show proof of insurance.
10. Use of tobacco is not permitted on school grounds or in school buildings.
11. School facilities must be used in a manner consistent with all local and state laws and codes.
12. A day's rent and use of school facilities will not extend beyond the hours of 12:00 midnight. Renters that arrange to use the building after midnight must pay additional rent.
13. No children under the age of 16 can be permitted in the kitchen areas due to insurance policies.
14. A minimum of one organization member must remain with school employee and/or employees until cleanup is completed properly. Cleanup is subject to the school employee approval.
15. School Buses may be rented with the permission of the transportation director and the superintendent.

# Policy GK

## USE OF SCHOOL PROPERTY

The Clinton Board of Education believes that the first priority in the use of its school property is the education of children in the district. However, local citizens are encouraged to use the property for other reasonable general public use including religious, political, literary, community, cultural, scientific, mechanical, agricultural, or parental involvement purposes. The school district shall allow use of school buildings and facilities to youth groups listed in Title 36 of the United States Code as a patriotic society in accordance with the rules and requirements set forth in the school district's regulation on use of school facilities.

The school district will make school property available for public recreation before or after normal school hours, on weekends, or during school vacations. In making the determination as to whether property is available, the superintendent shall review current recommended guidelines regarding social distancing and gatherings to determine whether the district space that is requested will be able to be utilized. If a group is allowed to use school property, it will be the responsibility of the person who fills out the application for use to ensure that all appropriate steps are taken with regard to social distancing and that the CDC guidelines are followed with regard to sanitation and cleaning. The school district will not provide supervision during these hours and any use should be carefully monitored by parents or legal guardians.

The school district will not provide emergency shelter for patrons during weather emergencies. Animals will not be permitted in the school district's tornado shelter.

If the school renders emergency care, aid, shelter, or other assistance during a national disaster or catastrophic event, the school district shall not be liable for damages resulting from the rendering of the emergency care, aid, shelter or other assistance unless the damage was caused by the gross negligence or willful or wanton misconduct of the individual or entity rendering the emergency care, aid, shelter or assistance.

The board shall exercise its authority to fix and collect rentals, rates, and charges for the occupancy or use of school property in such amounts and in such manner as may be determined.

The superintendent is directed to establish rules and regulations in support of this policy. The rules and regulations will require evidence of appropriate liability insurance coverage. The school district will not permit the use of school property or equipment by any person or organization that does not furnish evidence of sufficient insurance coverage.

If the district has provided classroom space or other school facilities for a federally sponsored Head Start program and is planning to make a material change in the arrangement, the superintendent will give notice to the director of the Head Start program at least seven (7) days prior to a school board hearing on the matter.

**REFERENCE:** 20 USC §7905  
70 O.S. §§5-129.3 and 5-130  
11 O.S. §33-103

**NOTE:** Senate Concurrent Resolution 60 of 1994 recommends that school districts make school transportation equipment available to community-based organizations in transporting elderly persons.

**REVISED:** Dec 8, 2025

# 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 Twenty-second day of October in the year Two Thousand Twenty-Five  
(*In words, indicate day, month, and year.*)

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

Clinton Public Schools  
Board of Education, ISD #99  
P.O. Box 729  
Clinton, OK 73601-0729

580-323-1800

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

Joe D. Hall General Contractors, LLC  
PO Box 100  
Elk City, OK 73648  
580-225-3770  
580-225-3420

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

Clinton Public Schools - New Press Box  
1930 Jaycee Lane  
Clinton, OK 73601

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

CWA Group, PLLC  
River Oaks Plaza  
3637 West Main Street  
Norman, OK 73072  
405-329-0423

The Owner and Construction Manager agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.)*

§ 1.1.2 The Project's physical characteristics:

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

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

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

\$1.5MM

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

- .1 Design phase milestone dates, if any:

- .2 Construction commencement date:
- .3 Substantial Completion date or dates:
- .4 Other milestone dates:

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

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

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

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

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

Nathan Meget  
1720 Opal Ave.  
Clinton, OK 73601  
580-323-180  
580-323-1804  
nathan.meget@clintonokschools.org

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

Owner Selected Architect

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

- .1 Geotechnical Engineer:
- .2 Civil Engineer:
- .3 Other, if any:  
*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*

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

To Be Determined

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

Justin Becker  
105 Clyde Ave.  
Elk City, OK 73644  
580-225-3770  
580-225-3420  
573-301-3457  
jbecker@jdh-gc.com

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

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

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

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

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

## **ARTICLE 2 GENERAL PROVISIONS**

### **§ 2.1 The Contract Documents**

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

### **§ 2.2 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.

Joe D. Hall General Contractors, LLC will be providing necessary services as mentioned throughout Article 2 of this contract to qualify as a participating designer of the project in order to receive the potential 179D deduction/allocation. Joe D. Hall General Contractors, LLC will be consulting on all divisions of the technical specifications throughout the project development with considerations of product efficiency & availability, economy, subcontractor/supplier availability, and historical performance for both operation and maintenance of materials/equipment in our remote geographical subcontractor trade area.

#### § 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 Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

##### § 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 approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the

Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: 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.

### **§ 3.1.6 Cost Estimates**

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

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

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

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

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

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

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

### **§ 3.1.11 Subcontractors and Suppliers**

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

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

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

### **§ 3.1.12 Procurement**

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

coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all 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 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.)*

Joe D. Hall General Contractors, LLC will be providing necessary services as mentioned throughout Article 2 of this contract to qualify as a participating designer of the project in order to receive the potential 179D deduction/allocation. Joe D. Hall General Contractors, LLC will be consulting on all divisions of the technical specifications throughout the project development with considerations of product efficiency & availability, economy, subcontractor/supplier availability, and historical performance for both operation and maintenance of materials/equipment in our remote geographical subcontractor trade area.

### § 3.2 Guaranteed Maximum Price Proposal

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

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

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

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

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 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.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price

proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

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

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

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

### **§ 3.3 Construction Phase**

#### **§ 3.3.1 General**

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

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

#### **§ 3.3.2 Administration**

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

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

#### **§ 3.3.2.3 Monthly Report**

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

#### **§ 3.3.2.4 Daily Logs**

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

#### **§ 3.3.2.5 Cost Control**

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

## ARTICLE 4 OWNER'S RESPONSIBILITIES

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

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

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

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

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

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

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

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

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

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

### § 4.2 Owner's Designated Representative

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



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

**§ 4.3 Architect**

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

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

**§ 5.1 Compensation**

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

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

Compensation shall be 3% of total bid amounts of all packages for the construction cost of the project determined at completion of the bidding process. This compensation will be applicable if the Owner does not proceed with the project.

Reimbursable cost items listed below:

Advertisement for Bids

Printing & Distribution of Plans and Specifications

**§ 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

**§ 5.1.2.1** Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

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

**§ 5.2 Payments**

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

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

*(Insert rate of monthly or annual interest agreed upon.)*

%

**ARTICLE 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.)*

Compensation for Construction Management Fee shall be 10% of the cost of construction as set forth in this contract. General Requirements are considered cost of construction. An additional 5% Contingency will be included in this contract. Contingency subject to change based on Owner, Architect, and Construction Manager determination at award of project.

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

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

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

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

**§ 6.1.6** Liquidated damages, if any:  
*(Insert terms and conditions for liquidated damages, if any.)*

**§ 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.

## **§ 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.

## 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.

§ 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.

Owner agrees to rates below upon signing of the contract:

Project Manager - \$150/hr

Project Superintendent - \$140/hr

Assistant Project Manager - \$120/hr

Project Engineer - \$110/hr

Assistant Superintendent - \$100/hr

Clerical - \$70/hr

Carpentry Labor - \$60/hr

General Labor - \$50/hr

§ 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.

Owner agrees to rates below upon signing of the contract:

Project Manager - \$150/hr

Project Superintendent - \$140/hr

Assistant Project Manager - \$120/hr

Project Engineer - \$110/hr

Assistant Superintendent - \$100/hr

Clerical - \$70/hr

Carpentry Labor - \$60/hr

General Labor - \$50/hr

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

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

Owner Agrees to rates below upon signing of the contract:

Project Manager - \$150/hr

Project Superintendent - \$140/hr

Assistant Project Manager - \$120/hr

Project Engineer - \$110/hr

Assistant Superintendent - \$100/hr

Clerical - \$70/hr

Carpentry Labor - \$60/hr

General Labor - \$50/hr

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 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 wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

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

### § 7.3 Subcontract Costs

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

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

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

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

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

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

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not 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 that can be directly attributed to this Contract.

§ 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.

The basis of reimbursement shall be as follows:

Builders Risk - 0.4% of the cost of construction

General & Professional Liability Insurance - 0.6% of the cost of construction

Bonds - 2.5% of the cost of construction

§ 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 had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.**

**§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.**

**§ 7.6.7 Costs of document reproductions and delivery charges.**

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

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

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

## **§ 7.7 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.**

**§ 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.

#### **ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

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

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

#### **ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

**§ 9.1** Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

**§ 9.1.1** When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the

difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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

#### ARTICLE 10 ACCOUNTING RECORDS

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

#### ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

##### § 11.1 Progress Payments

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

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

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the Twentieth 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 Forty-Five ( 45 ) 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.)*

5%

§ 11.1.8.1.1 The following items are not subject to retainage:

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

General Requirements, General Trades, Material Only Purchase Orders, Budget/Allowances, CM Fee, & Project Contingency

§ 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.)*



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

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

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

**§ 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.

**§ 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 mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 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 mediation or 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 subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:  
*(Check the appropriate box.)*

Arbitration pursuant to Article 15 of 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.

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;
- .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.

## **§ 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 may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

**§ 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 Dollars and Zero Cents (\$ 1,000,000.00 ) for each occurrence and 2,000,000.00 (\$ Two Million Dollars and Zero Cents ) 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 Dollars and Zero Cents (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 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 Dollars and Zero Cents (\$ 1,000,000.00 ) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00 ) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00 ) 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 (\$ ) per claim and (\$ ) in the aggregate.

§ 14.3.1.6 Other Insurance

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

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

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

§ 14.3.2 Construction Phase

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

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

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with a building information modeling exhibit, 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:

Owner agrees to rates below upon signing of the contract:

Project Manager - \$150/hr  
Project Superintendent - \$140/hr  
Assistant Project Manager - \$120/hr  
Project Engineer - \$110/hr  
Assistant Superintendent - \$100/hr  
Clerical - \$70/hr  
Carpentry Labor - \$60/hr  
General Labor - \$50/hr

Section 179D Allocation: As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. This program allows government building owners to allocate potential Section 179D deductions for the installation of energy efficient building envelope, HVAC and hot water systems, or interior lighting systems. Taxpayers eligible to receive an allocation may include an architect, engineer, contractor, environmental consultant, or energy services provider.

Owner hereby provides Joe D. Hall General Contractors, LLC, the Section 179D deduction/allocation for this project. The authorized owner representative is not responsible for obtaining the required certification and onsite verification

and for ensuring their accuracy and substance. Following a third-party certification by a licensed professional engineer or contractor in the jurisdiction of the building, Owner will be provided with a summary analysis detailing the energy-saving improvements and the final Section 179D deduction/allocation amount.

**ARTICLE 15 SCOPE OF THE AGREEMENT**

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds -
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 Building Information Modeling Exhibit, if completed:

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

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

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.7 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 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)

BY: Nathan Meget, Superintendent

(Printed name and title)

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

BY: Joe Hall, Owner

(Printed name and title)

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