



## AGENDA

Board of Education Special Meeting

Wednesday, June 24, 2015 at 6:00 PM

Mustang Administration Building 906 S. Heights Dr. Mustang, OK 73064,  
12400 SW 15th St., Yukon, Oklahoma 73099

As required by Section 311, Title 25 of the Oklahoma Statutes, notice is hereby given that the Board of Education of Independent School District Number I-069 of Canadian County, Oklahoma will hold a Board of Education Special Meeting on Wednesday, June 24, 2015 at 6:00 PM. The place and street of the meeting will be Mustang Administration Building 906 S. Heights Dr. Mustang, OK 73064, 12400 SW 15th St., Yukon, Oklahoma 73099.

The Board of Education may discuss, make motions, and vote upon all matters appearing on this agenda. Such votes may be to approve, reject, table, reaffirm, rescind, or take no action on any agenda matter.

### A. Roll Call (may be silent)

### B. Consent Agenda

#### 1. Transfer of Funds:

- a. Approval of transfer from Use of Facility Activity Account #900 to General Fund in the amount of \$15,000.00.

#### 2. Approval of renewal of the OPSUCA Service Agreement for the SY2015-2016.

#### 3. Approval for re-hiring Nancy McKay as a consultant for the business department for SY2015-2016.

#### 4. Use of Facilities:

- a. Approval for The NPC of Oklahoma (National Physique Committee) request the use of the cafetorium at Canyon Ridge Intermediate for their annual Heartland Classic Physique Competition. Friday - October 2nd from 5:00 pm until 8:00 pm and then also Saturday - October 3rd from 7:00 am until 9:00 pm. This request will benefit MPS by a donation made from the proceeds of the event by the NPC to the Special Education programs in Mustang.

### C. Standing and Financial Resolutions

#### 1. Vote to approve or not approve the Schedule of Encumbrances:

D. Business

1. The board will consider and may vote to approve the final budget by function code as required by State Statute for the fiscal year 2014-2015. The Board has approved the Purchase Orders throughout the year which substantiates the OCAS function code requirements for general, building and child nutrition.
2. The Board will consider and may vote to approve the Temporary Appropriation, SBE Form 12, for General Fund, Building Fund and the Child Nutrition Fund as stated.
3. The Board will consider and may vote to approve bids for Lakehoma Elementary boiler and the cooling tower for HS K Building. These funds will be of the 2009, Bond 32 and the new Bond 36.
4. The Board will consider and may vote to approve the Timberlake contract for the Lakehoma boiler and the cooling tower for the HS K Building.

E. Executive Session The Board of Education will consider and may vote to convene in Executive Session.

1. Oklahoma Statutes Title 25, § Section 307(B)(1): Discuss employment, hiring, appointment, promotion, demotion, disciplining, or resignation of an employee.

F. Acknowledge Return to Open Session

G. Statement of Executive Session Minutes by Board Clerk

H. Adjournment.



*Charles Bradley*  
Deputy Superintendent

# Memo

**To:** Mr. Sean McDaniel and the Mustang Board of Education

**Date:** June 15, 2015

CB

**Re:** Transfer of Funds

---

Please discuss, consider and/or act upon the recommendation to transfer funds in the amount of \$15,000.00 from Use of Facility Activity Account #900 to general fund. Purchase Order #15007267.



2801 North Lincoln Boulevard, Ste 125  
Oklahoma City, OK 73105  
Phone: (405) 528-3571 or Toll Free (888) 528-3571  
Fax: (405) 609-3050  
Email: [JessicaS@ossba.org](mailto:JessicaS@ossba.org)  
Website: [www.opsuca.org](http://www.opsuca.org)

---

### SERVICE AGREEMENT

This Service Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Mustang Public Schools (hereafter, "School") and Oklahoma State School Boards Association in conjunction with the Oklahoma Public Schools Unemployment Compensation Trust Account (hereafter, "OPSUCA").

The School Board has voted to remain in membership of OPSUCA for the 2015-2016 school year and agrees to pay OPSUCA an administrative fee in the amount of \$ 7,595.50, which is based on the employment of 1381 number of employees at a rate of \$5.50 per employee per year. The number of employees is derived from the average employee count on your school district's 1<sup>st</sup> quarter OESC quarterly contribution report.

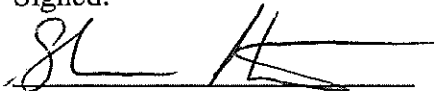
The administrative fee will be paid by School to OPSUCA in four quarterly payments in exchange for OPSUCA's unemployment representation services, including:

- 1) Providing complete legal representation by an Oklahoma licensed attorney in all aspects of the unemployment claims process before the Oklahoma Employment Security Commission,
- 2) Auditing the payment of all unemployment claims to ensure the minimum is paid,
- 3) Providing quarterly reports of unemployment claims and amounts paid by the OESC to Claimants on your school's behalf,
- 4) Providing up-to-date Legislative and Administrative Law Updates to keep your school informed of changes that affect your unemployment claims and costs, and
- 5) Conducting training as requested by School either on-site or over the phone, as well as allowing attendance at OPSUCA workshops for a reduced member price.

**Term of Agreement:** This agreement will be effective until June 30, 2016. This agreement may be renewed for a subsequent fiscal year by the School board taking such necessary action.

**Revision or termination of Agreement:** Either party may revise this agreement with 60 days' written notice to the other party. If either party does not fulfill what it has agreed upon in the above terms, then termination may be made within 30 days' notice to the other party.

Signed:



OSSBA Executive Director  
Mr. Shawn Hime

5-21-15  
Date

\_\_\_\_\_  
School Board President  
Mr. Chad Fulton

\_\_\_\_\_  
Date



# Memo

*CB*  
To: Charles Bradley, Deputy Superintendent  
From: Tracy Skinner, Executive Director of Human Resources *Tracy P. Skinner*  
Date: 6/9/2015 *6-9-15*  
Subject: Recommendation to Renew OPSUCA Service Agreement for 2015-2016 School Year

---

Please discuss, consider, and/or act upon the renewal of the OPSUCA Service Agreement for the 2015-2016 School Year. Please see the attached Service Agreement.

Administrative Fee for 2015-2016: \$7,595.50 (based upon \$5.50 per employee – employee number 1,381)



*Charles Bradley*  
Deputy Superintendent

# Memo

*6-15-15*

**To:** Sean McDaniel and Mustang Public Schools Board of Education  
**From:** Charles Bradley  
**Date:** June 15, 2015  
**Re:** Recommendation for Consulting Fees for Business Department

A handwritten signature in blue ink, appearing to be 'CB', is located to the right of the 'From:' field.

---

Please consider and/or vote upon my recommendation of hiring Nancy McKay as a consultant for the business department for the 2015-2016 school year.

# Memo

**To:** Board of Education  
**From:** Alan Green  
**Date:** 6/2/15  
**Re:** Use of Facility Requests

---

**FOR BOARD APPROVAL:**

1. The NPC of Oklahoma (National Physique Committee - Carri Baldwin) is requesting the use of the cafetorium at Canyon Ridge Intermediate for their annual Heartland Classic Physique Competition. They are requesting the facility Friday - October 2<sup>nd</sup> from 5:00 pm until 8:00 pm and then also Saturday - October 3<sup>rd</sup> from 7:00 am until 9:00 pm. This request will benefit MPS by a donation made from the proceeds of the event by the NPC to the Special Education programs in Mustang.



# MUSTANG PUBLIC SCHOOLS

## Use of Facility Form

### GENERAL INFORMATION

#### APPLICANT:

Organization: NPE of Oklahoma  
 Name of Applicant: Carri Baldwin  
 Billing Address: 10216 Paisley RD Yukon 73097  
 E-mail Address: Fredaish1@gmail.com Telephone (Cell) 4056277279  
 Contact Person: Same Telephone (Other) \_\_\_\_\_

#### EVENT DETAILS:

Name of Activity: Heartland Classic  
 Purpose of Activity: Fitness Physique Competition  
 Date(s)/Day(s) Requested: 10/2 + 10/3  
 Facility Entry Time: 5 am (pm) Facility Exit Time: 8 am (pm) 10/3 7AM 9PM  
 Actual Performance (if applicable) Start Time: 8 am pm End Time: 9 am (pm) 10/3  
 Expected number of participants: 100 Expected number of audience (if applicable): 400

#### RESPONSIBILITIES OF THE APPLICANT:

- Read the "Use of Facilities and Grounds" Policy #2030. This policy provides the guidelines that are to be followed.
- Complete this form, 2030C. A copy of the board approved rental sheet is enclosed for your use in completing this form.
- Read and sign Felony Check and Sex Offender Registry statement (2030D). This form needs to be **notarized**.
- Provide a **certificate of insurance for each request**. It is the responsibility of the organization to provide a copy of an updated insurance verification if the certificate expires during the timeframe that the facility and/or grounds have been approved for use.
- I understand that upon completion of the request form, it must be returned to the MPS Administration Building Secretary along with the certificate of insurance and the Felony Checks and Sex Offender Registry form **30 days prior to the regularly scheduled board meeting**.
- Pending board approval, I understand that expenses for all facility usage will be billed following completion of the event and will be **payable upon receipt of invoice**. **Failure to promptly settle financial obligations will void future facility usage requests.**

#### INSURANCE REQUIREMENTS:

The user shall file a liability insurance policy with the **Mustang Board of Education**. Limits of liability shall not be less than:

\$100,000.00	Property Damage
\$100,000.00	Personal Injury each accident or occurrence
\$100,000.00	Aggregated (all claims for anyone occurrence)

The policy shall reflect an additional named insured: **Mustang Board of Education**  
**Mustang Public School District I-69**  
**Mustang, Oklahoma 73064**

Current Insurance Verification Provided:  Yes  No Expires: 1-1-2016

**FACILITY REQUESTED** (Please refer to Policy # 2030A for the rental fees)

**High School**

Cafeteria  
Kitchen  
Commons area  
Wrestling Room  
MHS soccer practice field  
Classrooms

**MMS**

Cafeteria  
Kitchen  
Wrestling Room  
Gymnasium  
Softball field  
Classrooms

**MNMS**

Cafeteria  
Kitchen  
Commons Gym  
Gymnasium  
Softball/baseball field  
Classrooms

**Horizon Intermediate**

Main Gymnasium  
Auxiliary Gym

**Canyon Ridge Intermediate**

Gymnasium  
Cafetorium (Cafeteria and Stage Area)

**Elementary Schools (Please select a site)**

Mustang Elementary  
Centennial Elementary  
Lakehoma Elementary  
Trails Elementary  
Creek Elementary  
Valley Elementary  
Prairie View Elementary

**Facility**

Cafeteria  
Kitchen  
Gymnasium  
Playing Field  
Classrooms

—Custodial Fees: Custodial fees apply for the use of cafeterias, gymnasiums, wrestling rooms and classrooms. Fees are only charged for Saturday and/or Sunday use with a two (2) hour minimum.

Number of participants: 110 Number of Mustang students participating: \_\_\_\_\_

Will admission be charged:  Yes  No

Special Equipment Needed: NO

**AGREEMENT:**

- We (I), Carm Baldwin understand that we (I) are (am) to assume all damages to facilities, disappearance of equipment and costs of unauthorized usage.
- We (I), assume full liability for the care and the use of the facility and agree not to hold the school district liable for anything arising of our (my) use of the Mustang Public School facility. We (I) certify that no registered sex offenders are working this/these events(s).
- We (I) further agree to indemnify and save harmless the Mustang School District and the Mustang Board of Education from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property occurring within the Mustang Schools facility and arising out of the use and occupancy of said facility by us (me), our (my) employees, guests, members, participants and invitees.

Representative's Signature: \_\_\_\_\_

Date: 2/25/15

OFFICE USE ONLY:

Estimated Charge for Use of Facility

Rental of Facility:

Custodial Costs:

Other:

TOTAL COST:

Signatures:

Use of Facilities Coordinator:



Date: 4-6-15

Athletic Director (if applicable):

Date:

Deputy Superintendent of Schools:

Date:

President of Mustang Board of Education:

Date:

FELONY CHECKS & SEX OFFENDER REGISTRY

As a representative of the organization that is requesting to use a Mustang Public School facility and/or grounds, this letter is to acknowledge that all the employees/coaches of the organization have clean felony checks and are not listed as sex offenders.

*Carl Boldwin*

*2/27/15*

Signature of Representative

Date

STATE OF: Oklahoma

COUNTY OF: Canadian

Subscribed and sworn to before me this 27 day of Feb, 2015

*Natale Watson*

Signature of Notary Public



Adopted: 08-14-06



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne, IN 46804  www.kandkinsurance.com      0334819		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 260-459-5025 <b>FAX (A/C, No):</b> 260-459-5140 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> National Physique Committee U.S. A. / 212 Ninth Street Suite 500 Pittsburgh PA 15222		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b>	

**COVERAGES**

CERTIFICATE NUMBER: 24234684

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		KRO0004959500	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 100,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 100,000 Part Lgl Liab \$ 100,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		KRO0004959500	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		XKO0004959600	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 400,000 AGGREGATE \$ 400,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance  
 Event Name: Heartland Classic Event Date: 10/02/15 through 10/03/15  
 Event Location: Yukon High School - Yukon, Oklahoma

**CERTIFICATE HOLDER****CANCELLATION**

Carrie Ledford Baldwin  
 Michael Elias  
 35 East 78th Place  
 Tulsa OK 74136

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Lunsford

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

© 1988-2014 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne, IN 46804  www.kandkinsurance.com      0334819		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 260-459-5025 <b>FAX (A/C, No):</b> 260-459-5140 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> National Physique Committee U.S. A. 212 Ninth Street Suite 500 Pittsburgh PA 15222		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
		<b>INSURER A:</b> National Casualty Company	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 25003152      **REVISION NUMBER:**

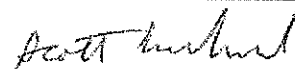
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			KRO0004959500	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 1000000 Part Lqi Liab \$ 1000000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			KRO0004959500	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> OCCUR    CLAIMS-MADE DED    RETENTION \$			XKO0004959600	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 4000000 AGGREGATE \$ 4000000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance  
 Event Name: Heartland Classic    Event Date: 10/02/15 through 10/03/15  
 Event Location: Mustang High School - Mustang, Oklahoma

**CERTIFICATE HOLDER****CANCELLATION**

Mustang Board of Education Mustang Public School District #1-69 Mustang High School Mustang OK 73064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE   Scott Lunsford

© 1988-2014 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY K&K Insurance Group, Inc.		NAMED INSURED National Physique Committee U.S. A. 212 Ninth Street Suite 500 Pittsburgh PA 15222	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25      FORM TITLE: Certificate of Liability (01/14)

HOLDER: Mustang Board of Education Mustang Public School District #1-69 Mustang High School

ADDRESS: Mustang OK 73064

The Mustang Board of Education, Mustang Public School District 1-69 and Mustang High School are listed as additional insured as respects the 2015 Heartland Classic  
October 2-3, 2015

JUNE 24<sup>TH</sup>, 2015 SPECIAL BOARD MEETING

**FISCAL YEAR 2015**

**LEASE REVENUE BOND (10)** 15007244, 15007248, 15007253,  
15007263, 15007288, 15007291-15007293, 15007295-15007296

**GENERAL FUND (11)** 15007255-15007262, 15007264,  
15007271, 15007281, 15007283, 15007284, 15007304

**BUILDING FUND (21)** 15007241-15007243, 15007254,  
15007279-15007280, 15007285-15007286, 15007299-15007300, 15007307

**FOOD SERVICE (22)**

**LEASE REVENUE BOND (23)**

**OKC MAPS TRUST (24)**

**BOND FUND (31)**

**BOND FUND (32)** 15007272

**BOND FUND (33)** 15007305

**BOND FUND (34)** 15007247, 15007275, 15007298

**BOND FUND (35)** 15007249, 15007277

**BOND FUND (36)** 15007306

**BOND FUND (37)** 15007250, 15007276, 15007289-  
15007290, 15007294, 15007297

**BOND FUND (38)**

**BOND FUND (39)** 15007245-15007246, 15007251-15007252,  
15007273-15007274, 15007278, 15007287



Beginning Date: 06/03/15 Ending Date: 06/23/15 Purchase Order Report By PO No All Purchase Orders FODETOLA

PO No	Vendor Name	Unit Price	Disc	Frht	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	Requisition No	Requested By
15007258	CREATIVE MATHEMATICS								00011534	Stacey Elliott
1	33	120.00	.00		3,960.00	.00		Ten Block Book		
2	1	198.00	.00		198.00	.00		Shipping		
Accounts										
15-11-541-2213-681-000-0000-000-050 Instructional Training-Cocurricular-										
Total Accounts: 1						PO Total: 4,158.00		Stacey Elliott		

Line No	Qty Ordered	Unit Price	Disc	Frht	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	Requisition No	Requested By	Remaining
15007259 MUSEUM OF SCIENCE											
1	8	50.00	.00		400.00	.00		Catching the Wind: Designing Windmills - TG only	00011544	Stacey Elliott	4,158.00
2	2	350.00	.00		700.00	.00		Catching the Wind: Designing Windmills Materials Kits			
3	8	50.00	.00		400.00	.00		Sounds Like Fun: Seeing Animal Sounds - TG only			
4	2	275.00	.00		550.00	.00		Sounds Like Fun: Seeing Animal Sounds Materials Kit			
5	8	50.00	.00		400.00	.00		The Best of Bugs: Designing Hand Pollinators - TG only			
6	2	225.00	.00		450.00	.00		The Best of Bugs: Designing Hand Pollinators Materials Kit			
7	8	50.00	.00		400.00	.00		A Slick Solution: Cleaning an Oil spill TG only			
8	2	350.00	.00		700.00	.00		A slick solution Cleaning an Oil Spill Materials Kit			
9	8	50.00	.00		400.00	.00		To Get to the Other Side: Designing Bridges TG only			
10	2	325.00	.00		650.00	.00		To Get to the Other Side: Designing Bridges Materials Kit			
11	3	50.00	.00		150.00	.00		A Long Way Down: Designing Parachutes TG only			
Accounts											
15-11-541-2213-681-000-0000-000-050 Instructional Training-Cocurricular-											
Total Accounts: 1						PO Total: 5,200.00		Stacey Elliott			5,200.00

Line No	Qty Ordered	Unit Price	Disc	Frht	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	Requisition No	Requested By	Remaining
15007260 ORBOTIX, INC											
1	1	1,199.99	.00		1,199.99	.00		Education Pack - Education Pack 12XSphero 2.0	00011551	Stacey Elliott	5,200.00
2	5	99.99	.00		499.95	.00		Sphero 2.0			
Accounts											
15-11-541-2213-681-000-0000-000-050 Instructional Training-Cocurricular-											
Total Accounts: 1						PO Total: 1,699.94		Stacey Elliott			1,699.94

Line No	Qty Ordered	Unit Price	Disc	Frht	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	Requisition No	Requested By	Remaining
15007261 REALLY GOOD STUFF											
1	1	1,699.99	.00		1,699.99	.00		Education Pack - Education Pack 12XSphero 2.0	00011523	Stacey Elliott	1,699.94
Accounts											
15-11-541-2213-681-000-0000-000-050 Instructional Training-Cocurricular-											
Total Accounts: 1						PO Total: 1,699.94		Stacey Elliott			1,699.94



Mustang Public Schools

Beginning Date: 06/03/15 Ending Date: 06/23/15

Purchase Order Report By PO No

All Purchase Orders

FODET01A

PO No Vendor Name Vendor No PO Date Requisition No Requested By  
 15007262 WAL-MART GENERAL/BOND FUNDS 13963 06/09/15 00011543 Stacey Elliott

15-11-541-2213-681-000-0000-000-050 Instructional Training-Cocurricular- 505.50 .00 505.50  
 Total Accounts: 1 PO Total: 505.50 .00 505.50

15007264 DRAKE IVONNE 62501 06/11/15 00011569 STACY BROWN  
 Line No Qty Ordered Unit Price Disc/Frght Final Cost Qty Rcvd Qty Canceled Order Desc  
 1 1 150.00 .00 150.00 .00 REFUND

Accounts  
 15-11-196-1000-810-000-0000-000-705 Account Desc  
 New Account  
 Encumbrance Paid Liquidated Remaining  
 150.00 .00 .00 150.00  
 Total Accounts: 1 PO Total: 150.00 .00 150.00

15007271 BERNINA OF OKLAHOMA CITY 10298 06/14/15 00011552 A Sanders  
 Line No Qty Ordered Unit Price Disc/Frght Final Cost Qty Rcvd Qty Canceled Order Desc  
 1 1 30.00 .00 30.00 .00 Service charge for damaged sewing machines

Accounts  
 15-11-050-2640-430-000-0000-000-050 Account Desc  
 New Account  
 Encumbrance Paid Liquidated Remaining  
 30.00 .00 .00 30.00  
 Total Accounts: 1 PO Total: 30.00 .00 30.00

15007281 PUTNAM CITY PUBLIC SCHOOLS 13065 06/15/15 00011570 Stacey Elliott  
 Line No Qty Ordered Unit Price Disc/Frght Final Cost Qty Rcvd Qty Canceled Order Desc  
 1 1 21,054.54 .00 21,054.54 .00 Transfer in state students w/disabilities school yr 14-15  
 2 1 8,678.67 .00 8,678.67 .00 Transfer in state students w/disabilities school yr 14-15

Accounts  
 15-11-621-1000-561-239-0000-000-059 Account Desc  
 New Account  
 21,054.54 .00 .00 21,054.54  
 8,678.67 .00 .00 8,678.67  
 Total Accounts: 2 PO Total: 29,733.21 .00 29,733.21

15007283 CREATIVE MATHEMATICS 21547 06/17/15 00011575 Stacey Elliott  
 Line No Qty Ordered Unit Price Disc/Frght Final Cost Qty Rcvd Qty Canceled Order Desc  
 1 40 5.00 .00 200.00 .00 Place Value Dice ONES set of 12  
 2 40 5.00 .00 200.00 .00 Double Dice set of 16  
 3 40 5.00 .00 200.00 .00 Decahedron Double Dice Set of 8  
 4 40 5.00 .00 200.00 .00 Magic Fingers of Math  
 5 40 20.00 .00 800.00 .00 Patten Sticks  
 6 40 5.00 .00 200.00 .00 Foot Print Paper Clips  
 7 1 90.00 .00 90.00 .00 Shipping

Accounts  
 15-11-541-2213-681-000-0000-000-050 Account Desc  
 Instructional Training-Cocurricular-  
 Encumbrance Paid Liquidated Remaining  
 1,890.00 .00 .00 1,890.00

Mustang Public Schools

Beginning Date: 06/03/15 Ending Date: 06/23/15

All Purchase Orders FODET01A

Purchase Order Report By PO No

PO No	Vendor Name	Requisition No	Requested By				
15007283	CREATIVE MATHEMATICS	00011575	Stacey Elliott				
Vendor No 21547		00011574	Stacey Elliott				
PO Total: 1,890.00		.00	.00				
15007284 ERIC ARMIN INC		06/17/15	00011574				
Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc
1	13	169.00	.00	2,197.00	.00		SmartPal Sleeves
2	1	65.91	.00	65.91	.00		Shipping
Accounts		Account Desc	Encumbrance	Paid	Liquidated	Remaining	
15-11-541-2213-681-000-0000-000-050		Instructional Training-Cocurricular-	2,262.91	.00	.00	2,262.91	
Total Accounts: 1		PO Total: 2,262.91	.00	.00	.00	2,262.91	
15007304 WILSON JESSICA		06/22/15	00011597	STACY BROWN			
Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc
1	1	.00	.00	150.00	.00		SUMMER SCHOOL REFUND
Accounts		Account Desc	Encumbrance	Paid	Liquidated	Remaining	
15-11-196-1000-810-000-0000-000-705		New Account	150.00	.00	.00	150.00	
Total Accounts: 1		PO Total: 150.00	.00	.00	.00	150.00	
Grand Totals:		54,624.85	.00	.00	.00	54,624.85	

Mustang Public Schools

Beginning Date: 06/03/15 Ending Date: 06/23/15 Purchase Order Report By PO No All Purchase Orders FODET01A

PO No	Vendor Name	Vendor No	PO Date	Requisition No	Requested By			
15007241	EARTHSMART CONTROLS LLC	61435	06/09/15	00011550	JWEST			
Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	
1	1	3,500.00	.00	3,500.00	.00		SERVICE CALLS/REPAIRS ON CONTROLS DISTRICT WIDE	
Accounts		Account Desc		Encumbrance		Paid		Remaining
15-21-055-2620-433-000-0000-000-055		New Account		3,500.00		.00		3,500.00
Total Accounts: 1		PO Total:		3,500.00		.00		3,500.00
15007242	EET	12749	06/09/15	00011540	JWEST			
Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	
1	4	7.38	.00	29.52	.00		AX35 BELTS	
Accounts		Account Desc		Encumbrance		Paid		Remaining
15-21-055-2620-618-000-0000-000-055		New Account		29.52		.00		29.52
Total Accounts: 1		PO Total:		29.52		.00		29.52
15007243	H-I-S PAINT MFG. CO. INC.	11528	06/09/15	00011541	JWEST			
Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	
1	1	450.00	.00	450.00	.00		PAINT TO USE FOR MORE WORK ORDERS THAT CAME IN FOR SUMMER PAINTING	
Accounts		Account Desc		Encumbrance		Paid		Remaining
15-21-055-2620-618-000-0000-000-055		New Account		450.00		.00		450.00
Total Accounts: 1		PO Total:		450.00		.00		450.00
15007254	CHEMSEARCH	12020	06/09/15	00011554	JWEST			
Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	
1	2	379.24	.00	758.48	.00		ND 66 DRAIN CHEMICAL	
Accounts		Account Desc		Encumbrance		Paid		Remaining
15-21-055-2620-618-000-0000-000-055		New Account		758.48		.00		758.48
Total Accounts: 1		PO Total:		758.48		.00		758.48
15007279	AMSAN EVE SUPPLY	10818	06/15/15	00011585	JWEST			
Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	
1	3	73.80	.00	221.40	.00		HOSES F/EXTRACTION MACHINES	
Accounts		Account Desc		Encumbrance		Paid		Remaining
15-21-055-2620-618-000-0000-000-055		New Account		221.40		.00		221.40
Total Accounts: 1		PO Total:		221.40		.00		221.40
15007280	MULLIN PLUMBING WEST DIVISION INC.	22689	06/15/15	00011579	JWEST			
Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	
1	1	698.43	.00	698.43	.00		PLUMBING SERVICE/REPAIR	
Accounts		Account Desc		Encumbrance		Paid		Remaining
15-21-055-2620-437-000-0000-000-055		New Account		698.43		.00		698.43
Total Accounts: 1		PO Total:		698.43		.00		698.43
15007285	DISCOUNT VAC WORLD INC.	11062	06/17/15	00011566	JWEST			

Mustang Public Schools

Beginning Date: 06/03/15 Ending Date: 06/23/15 Purchase Order Report By PO No All Purchase Orders FODET01A

PO No	Vendor Name	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	PO Date	Requisition No	Requested By	Remaining
15007285	DISCOUNT VAC WORLD INC.				11062		06/17/15	00011566	JWEST	
1	10	14.89	.00	148.90	.00		CLOTH BAGS			
2	10	8.28	.00	82.80	.00		FILTER BAGS			
Accounts		Account Desc					Encumbrance	Paid	Liquidated	Remaining
15-21-055-2620-618-000-0000-055				New Account			231.70	.00	.00	231.70
Total Accounts: 1		PO Total:					231.70	.00	.00	231.70
15007286	UTILITY SALES & INV'S L.L.C.				22145		06/17/15	00011586	JWEST	
1	1	270.00	.00	270.00	.00		REPAIR THE BUCKET TRUCK			
Accounts		Account Desc					Encumbrance	Paid	Liquidated	Remaining
15-21-055-2650-439-000-0000-055				New Account			270.00	.00	.00	270.00
Total Accounts: 1		PO Total:					270.00	.00	.00	270.00
15007299	ARAPAHO PEST CONTROL				62338		06/19/15	00011593	JWEST	
1	1	500.00	.00	500.00	.00		EXTERMINATING SERVICE TO SPRAY THE ADMINISTRATION OFFICE			
Accounts		Account Desc					Encumbrance	Paid	Liquidated	Remaining
15-21-053-2620-424-000-0000-053				New Account			500.00	.00	.00	500.00
Total Accounts: 1		PO Total:					500.00	.00	.00	500.00
15007300	UTILITY SALES & INV'S L.L.C.				22145		06/19/15	00011594	JWEST	
1	1	125.70	.00	125.70	.00		LABOR TO FIX BUCKET TRUCK MISSED ON ORIGINAL REQUEST			
Accounts		Account Desc					Encumbrance	Paid	Liquidated	Remaining
15-21-055-2650-439-000-0000-055				New Account			125.70	.00	.00	125.70
Total Accounts: 1		PO Total:					125.70	.00	.00	125.70
15007307	LOCKE SUPPLY				12242		06/23/15	00011600	JWEST	
1	1	25.94	.00	25.94	.00		PAN TABS PT 161 PRO TREAT 161			
Accounts		Account Desc					Encumbrance	Paid	Liquidated	Remaining
15-21-055-2650-439-000-0000-055				New Account			.00	.00	.00	.00
Total Accounts: 0		PO Total:					.00	.00	.00	.00
Grand Totals:							6,785.23	.00	.00	6,785.23

Mustang Public Schools

Beginning Date: 06/03/15 Ending Date: 06/23/15 Purchase Order Report By PO No All Purchase Orders FODET01A

PO No	Vendor Name	Vendor No	PO Date	Requisition No	Requested By		
15007244	AMERICAN FENCE COMPANY	60951	06/09/15	00011517	jwest		
Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc
1	1	5,000.00	.00	5,000.00	.00		FENCE AT ME NEW PARKING AREA
Accounts		Account Desc					
15-10-175-2630-459-000-0000-000-105		New Account					
Total Accounts: 1				5,000.00	.00		Liquidated
							5,000.00
							5,000.00

PO No	Vendor Name	Vendor No	PO Date	Requisition No	Requested By		
15007245	CDW GOVERNMENT INC.	10583	06/09/15	00011495	MARSHALL		
Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc
1	1	550.00	.00	550.00	.00		APC STEP DOWN TRANSFORMER 2U 120V
Accounts		Account Desc					
15-39-168-2580-653-000-0000-000-056		New Account					
Total Accounts: 1				550.00	.00		Liquidated
							550.00
							550.00

PO No	Vendor Name	Vendor No	PO Date	Requisition No	Requested By		
15007246	DIGI SECURITY SYSTEMS, LLC	62379	06/09/15	00011494	MARSHALL		
Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc
1	1	345.00	.00	345.00	.00		4 PORT H .264 ANALOG VIDEO ENCODER
2	1	30.00	.00	30.00	.00		SHIPPING
Accounts		Account Desc					
15-39-168-2580-653-000-0000-000-056		New Account					
Total Accounts: 1				375.00	.00		Liquidated
							375.00
							375.00

PO No	Vendor Name	Vendor No	PO Date	Requisition No	Requested By		
15007247	LDS BUILDING SPECIALITIES	18194	06/09/15	00011519	AMILLER		
Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc
1	30	19.00	.00	570.00	.00		KICKDOWNS
2	12	9.00	.00	108.00	.00		DOOR BOTTOM W/DRIP/SWEEP ALUM
Accounts		Account Desc					
15-34-169-2620-618-000-0000-000-105		New Account					
Total Accounts: 1				678.00	.00		Liquidated
							678.00
							678.00

PO No	Vendor Name	Vendor No	PO Date	Requisition No	Requested By		
15007248	LOWES CREDIT SERVICES	15147	06/09/15	00011518	AMILLER		
Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc
1	1	544.14	.00	544.14	.00		SHELVING FOR CANYON RIDGE
Accounts		Account Desc					
15-10-171-2620-618-000-0000-000-145		New Account					
Total Accounts: 1				544.14	.00		Liquidated
							544.14
							544.14

PO No	Vendor Name	Vendor No	PO Date	Requisition No	Requested By		
15007249	STANDARD ROOFING, CO., INC.	62433	06/09/15	00011532	jwest		
Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc
1	1	3,485.00	.00	3,485.00	.00		ROOF REPAIR AT VALLEY ELEMENTARY
Accounts		Account Desc					
15-10-171-2620-618-000-0000-000-145		New Account					
Total Accounts: 1				3,485.00	.00		Liquidated
							3,485.00
							3,485.00

Beginning Date: 06/03/15 Ending Date: 06/23/15 Purchase Order Report By PO NO All Purchase Orders FODET01A

Vendor No 62433 PO Date 06/09/15 Requisition No 00011532 Requested By jwest

15-35-156-2620-458-000-0000-110 New Account 3,485.00 .00 .00 3,485.00

Total Accounts: 1 PO Total: 3,485.00 .00 .00 3,485.00 A Sanders

15007250 ACTION LOCK & SAFE 10027 06/09/15 00011549

Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc
1	8	98.44	.00	787.52	.00		Cylinder - Primus I/C core
2	19	56.00	.00	1,064.00	.00		IC core
3	27	25.00	.00	675.00	.00		key cylinder - exit device or high security cylinder

Accounts Encumbrance Paid Liquidated Remaining  
 15-37-164-2620-618-000-0000-105 New Account 2,526.52 .00 .00 2,526.52

Total Accounts: 1 PO Total: 2,526.52 .00 .00 2,526.52 MARSHALLA

15007251 EAGLE SOFTWARE INC. 17542 06/09/15 00011537

Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc
1	2	6,059.55	.00	12,119.10	.00		POWEREDGE R730 SERVER
2	6	597.00	.00	3,582.00	.00		ACADEMIC VMWARE VSHERE FOR 1 PROCESSOR SNS IS REQUIRED AND SOLD SEPERATELY ONLY PARTNERS AUTHORIZED WITH A VMWARE ACADEMIC SPECIALIZATION MAY HAVE ACCESS TO QUOTE THE ACADEMIC SKU'S
3	6	125.00	.00	750.00	.00		ACADEMIC BASIC SUPPORT VMWARE 6 STANDARD FOR 1 PROCESSOR FOR 1 YEAR TECHNICAL SUPPORT 12 HOURS/DAY PUBLISHED BUSINESS HOURS MONDAY - FRIDAY
4	1	2,310.00	.00	2,310.00	.00		ACADEMIC UPGRADE VMWARE VCENTER SERVER 6 FOUNDATION TO VCENTER SERVER 6 STANDARD
5	1	629.00	.00	629.00	.00		ACADEMIC BASIC SUPPORT ACADEMIC BASIC SUPPORT VMWARE VCENTER SERVER 6
6	1	2,000.00	.00	2,000.00	.00		EAGLE SERVICES VMWARE INSTALL ONSITE
7	6	200.00	.00	1,200.00	.00		EAGLE LEVEL 1 SUPPORT COVERAGE FOR VMWARE OER CPU

Accounts Encumbrance Paid Liquidated Remaining  
 15-39-168-2580-653-000-0000-056 New Account 22,590.10 .00 .00 22,590.10

Total Accounts: 1 PO Total: 22,590.10 .00 .00 22,590.10 MARSHALLA

15007252 EAGLE SOFTWARE INC. 17542 06/09/15 00011538

Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc
1	1	8,591.38	.00	8,591.38	.00		POWEREDGE SERVER R730 SERVER
2	2	7,822.58	.00	15,645.16	.00		DELL NETWORKING N4032F 24x 10GbE SFP+ FIXED PORTS MODULAR BAY 2x POWER SUPPLIES
3	1	40,506.62	.00	40,506.62	.00		EQUALLOGIC PS6210E SHIPS FAST HIGH CAPACITY 2TB 7.2 K NL SAS DRIVES
4	2	254.09	.00	508.18	.00		INTEL X520 DA 10GB DUAL PORT SFP+ PCIe-8 NIC CUSTOMER INSTALL
5	1	300.00	.00	300.00	.00		CAT SIX CABLES

Beginning Date: 06/03/15 Ending Date: 06/23/15 Purchase Order Report By PO NO All Purchase Orders Requested By FODET01A

PO No	Vendor Name	PO Date	Requisition No	Requested By
15007252	EAGLE SOFTWARE INC.	06/09/15	00011538	MARSHALLA
6	1 15,059.95	.00	15,059.95	POWEREDGE 730xd SERVER
7	10 3,000.00	.00	30,000.00	CONVERT CELL W/CORE BACKUP USAGE INTO CLA DP-ADM
8	1 6,300.00	.00	6,300.00	COMMVAULT LEVEL 1 SUPPORT & MAINTENANCE 12 MONTHS
9	1 7,680.02	.00	7,680.02	DELL NETWORKING N4032F 24x 10GbE SFP+ FIXED PORTS 1X MODULAR BAY 2X POWER SUPPLIES
10	1 40,506.62	.00	40,506.62	EQUALLOGIC PS6210E SHIPS FAST HIGH CAPACITY 2TB 7.2K NL SAS DRIVES
12	2 254.09	.00	508.18	INTEL X520 DA DUAL PORT SFP+ PCIe-8 NIC CUSTOMER INSTALL
13	1 13,200.41	.00	13,200.41	POWERSHIELD MD1200 RMNT 12 BAY
14	2 846.99	.00	1,693.98	400GB SOLID STATE DRIVE SATA VALUE MLC 3Gbps 2.5IN HOT-PLUG DRIVE LIMITED WARRANTY CUSKIT
15	4 100.64	.00	402.56	DELL 8 GB CERTIFIED REPLACEMENT MEMORY MODULE FOR SELECT DELL SYSTEMS - 2Rx4 RDIMM
16	4 2,000.00	.00	8,000.00	EAGLE PROFESSIONAL SERVICES VMWARE INSTALL ONSITE
17	3 2,000.00	.00	6,000.00	EAGLE PROFESSIONAL SERVICES CV INSTALL ONSITE
18	1 .00	.00	.00	1 YEAR EAGLE EATCH 7x24 PHONE/EMAIL SUPPORT
19	1 .00	.00	.00	1 YEAR EAGLE WATCH REMOTE MONITORING SERVICE
Accounts				
15-39-168-2580-653-000-0000-000-0566	New Account	Encumbrance	Paid	Liquidated
		194,903.06	.00	.00
				Remaining
				194,903.06
Total Accounts: 1 PO Total: 194,903.06				
15007253	HARRISON-ORR AIR CONDITIONING LLC	06/09/15	00011548	A Sanders
1	1 31,576.00	.00	31,576.00	Replace rooftop units at Art & Music rooms
Accounts				
15-10-172-2620-453-000-0000-000-140	New Account	Encumbrance	Paid	Liquidated
		31,576.00	.00	.00
				Remaining
				31,576.00
Total Accounts: 1 PO Total: 31,576.00				
15007263	EDMOND MUSIC COMPANY	06/11/15	00011553	A Sanders
1	4 2,300.00	.00	9,200.00	Tubas with cases
Accounts				
15-10-172-1000-655-000-0000-000-140	New Account	Encumbrance	Paid	Liquidated
		9,200.00	.00	.00
				Remaining
				9,200.00
Total Accounts: 1 PO Total: 9,200.00				
15007272	BENTLEY FLOORING INC.	06/14/15	00011567	A Sanders
1	1 9,200.00	.00	9,200.00	Order Desc
Accounts				
15-10-172-1000-655-000-0000-000-140	New Account	Encumbrance	Paid	Liquidated
		9,200.00	.00	.00
				Remaining
				9,200.00
Total Accounts: 1 PO Total: 9,200.00				

Mustang Public Schools

Beginning Date: 06/03/15 Ending Date: 06/23/15

Purchase Order Report By PO No

All Purchase Orders

FODET01A

PO No	Vendor Name	PO Date	Requisition No	Requested By
15007272	BENTLEY FLOORING INC.	06/14/15	00011567	A Sanders

1 1 6,260.00 .00 6,260.00 Carpet tile for entry at HS

Accounts 15-32-160-2620-654-000-0000-000-705 Account Desc New Account

Total Accounts: 1 PO Total: 6,260.00 .00 Encumbrance Paid Liquidated Remaining

15007273 DIGI SECURITY SYSTEMS, LLC 62379 06/14/15 00011571 MARSHALL

Line No Qty Ordered Unit Price Disc/Frght Final Cost Qty Rcvd Qty Canceled Order Desc

1 1 975.00 .00 975.00 .00 BRIVO ACS 2A IP DOOR CONTROLLER FOR 2 READERS (CENT)

2 2 125.00 .00 250.00 .00 HID R10 MULTICLASS SE READERS (CENT)

3 2 40.00 .00 80.00 .00 REMOTE BUTTONS FOR EXIT (CENT)

4 1 95.00 .00 95.00 .00 CAT6 NETWORK DROPS TO IPDC

5 1 150.00 .00 150.00 .00 22/6 AND 18/4 CABLE FOR READERS AND BUTTONS (CENT)

6 1 850.00 .00 850.00 .00 LABOR FOR INSTALLATION FOR READERS AND IPDC (CENT)

7 7 525.00 .00 3,675.00 .00 BRIVO ACS IPDC 1A IP DOOR CONTROLLERS FOR 1 READER (creek, tr, lake, ele, valley, north, south)

8 7 125.00 .00 875.00 .00 HID R10 MULTICLASS SE READERS (creek, tr, lake, ele, valley, north, south)

9 14 40.00 .00 560.00 .00 REMOTE BUTTONS FOR ALL EXIT (creek, tr, lake, ele, valley, north, south)

10 7 95.00 .00 665.00 .00 CAT6 NETWORK DROPS FOR IPDC's (creek, tr, lake, ele, valley, north, south)

11 1 700.00 .00 700.00 .00 22/6 AND 18/4 CABLE FOR READERS AND BUTTONS (creek, tr, lake, ele, valley, north, south)

12 1 2,975.00 .00 2,975.00 .00 LABOR FOR INSTALLATION FOR READERS AND IPDC's (creek, tr, lake, ele, valley, north, south)

Accounts 15-39-168-2580-653-000-0000-000-056 Account Desc New Account

Total Accounts: 1 PO Total: 11,850.00 .00 Encumbrance Paid Liquidated Remaining

15007274 DIGI SECURITY SYSTEMS, LLC 62379 06/14/15 00011572 MARSHALLIA

Line No Qty Ordered Unit Price Disc/Frght Final Cost Qty Rcvd Qty Canceled Order Desc

1 1 1,492.00 .00 1,492.00 .00 LICENSE UPGRADE FOR ONSITE APARATO ADD 25 READER CAPACITY INCLUDES 100 ADDIT I/O AND 5000 ADDIT CARD HOLDERS

2 1 224.00 .00 224.00 .00 ANNUAL SOFTWARE SUPPORT AGREEMENT FOR RDR25 UPGRADE OF APARATO

3 1 2,455.00 .00 2,455.00 .00 LICENSE UPGRADE FOR ONSITE APARATO UPGRADE ACCT CAPACITY BY 25

4 1 420.00 .00 420.00 .00 ANNUAL SOFTWARE SUPPORT AGREEMENT FOR THE ACT25 UPGRADE OF APARATO

Accounts 15-39-168-2580-653-000-0000-000-056 Account Desc New Account

Total Accounts: 1 PO Total: 4,591.00 .00 Encumbrance Paid Liquidated Remaining

Mustang Public Schools

Beginning Date: 06/03/15 Ending Date: 06/23/15 Purchase Order Report By PO No All Purchase Orders FODET01A

PO No Vendor Name Vendor No PO Date Requisition No Requested By  
 15007274 DIGI SECURITY SYSTEMS, LLC 62379 06/14/15 00011572 MARSHALLA

Total Accounts: 1 PO Total: 4,591.00 .00 .00 4,591.00

Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	Account Desc	Encumbrance	Paid	Liquidated	Remaining
1	1	171.45	.00	171.45	.00		blower assembly for exhaust fan	New Account	171.45	.00	.00	171.45

Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	Account Desc	Encumbrance	Paid	Liquidated	Remaining
1	32	275.00	.00	8,800.00	.00		Computer tables	New Account	8,800.00	.00	.00	8,800.00

Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	Account Desc	Encumbrance	Paid	Liquidated	Remaining
1	1	490.00	.00	490.00	.00		Fee to reconnect the rooftop unit at Valley	New Account	490.00	.00	.00	490.00

Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	Account Desc	Encumbrance	Paid	Liquidated	Remaining
1	7	77.00	.00	539.00	.00		CAT 5e	New Account	539.00	.00	.00	539.00

Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	Account Desc	Encumbrance	Paid	Liquidated	Remaining
2	5	108.00	.00	540.00	.00		CAT 6	New Account	540.00	.00	.00	540.00

Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	Account Desc	Encumbrance	Paid	Liquidated	Remaining
1	1	250.00	.00	250.00	.00		Repair fence at HS baseball	New Account	250.00	.00	.00	250.00

Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	Account Desc	Encumbrance	Paid	Liquidated	Remaining
1	1	4,500.00	.00	4,500.00	.00		Black vinyl chain link fence and gates at ME gym	New Account	4,500.00	.00	.00	4,500.00

Mustang Public Schools

Beginning Date: 06/03/15 Ending Date: 06/23/15 Purchase Order Report By PO No All Purchase Orders FODET01A

PO No	Vendor Name	Vendor No	PO Date	Requisition No	Requested By
15007288	AMERICAN FENCE COMPANY	60951	06/17/15	00011584	A Sanders
Accounts			Encumbrance	Paid	Liquidated
15-10-175-2620-453-000-0000-105			4,500.00	.00	.00
Total Accounts: 1					
PO Total:			4,500.00	.00	.00

Line No	Qty Ordered	Unit Price	Disc	Frht	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	Account Desc	Remaining
15007289	1	2,980.00			2,980.00			Asphalt repair at HS parking lot	Encumbrance	2,980.00
Accounts									Paid	Liquidated
15-37-158-2630-455-000-0000-705									2,980.00	.00
Total Accounts: 1										
PO Total:					2,980.00				.00	.00

Line No	Qty Ordered	Unit Price	Disc	Frht	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	Account Desc	Remaining
15007290	1	3,824.00			3,824.00			Asphalt repair at MNMS parking lot	Encumbrance	3,824.00
Accounts									Paid	Liquidated
15-37-158-2630-455-000-0000-510									3,824.00	.00
Total Accounts: 1										
PO Total:					3,824.00				.00	.00

Line No	Qty Ordered	Unit Price	Disc	Frht	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	Account Desc	Remaining
15007291	1	108.69			108.69			Small desk for nurse's office at CR	Encumbrance	108.69
Accounts									Paid	Liquidated
15-10-171-2620-654-000-0000-145									108.69	.00
Total Accounts: 1										
PO Total:					108.69				.00	.00

Line No	Qty Ordered	Unit Price	Disc	Frht	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	Account Desc	Remaining
15007292	1	11,643.00			11,643.00			Sound System for ME Old gym	Encumbrance	11,643.00
Accounts									Paid	Liquidated
15-10-175-2560-653-000-0000-105									11,643.00	.00
Total Accounts: 1										
PO Total:					11,643.00				.00	.00

Line No	Qty Ordered	Unit Price	Disc	Frht	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	Account Desc	Remaining
15007293	1	10,062.00			10,062.00			Sound System for ME new gym	Encumbrance	10,062.00
Accounts									Paid	Liquidated
15-10-175-2560-653-000-0000-105									10,062.00	.00
Total Accounts: 1										
PO Total:					10,062.00				.00	.00

Line No	Qty Ordered	Unit Price	Disc	Frht	Final Cost	Qty Rcvd	Qty Canceled	Order Desc	Account Desc	Remaining
15007294	1	108.69			108.69			Small desk for nurse's office at CR	Encumbrance	108.69
Accounts									Paid	Liquidated
15-10-171-2620-654-000-0000-145									108.69	.00
Total Accounts: 1										
PO Total:					108.69				.00	.00

Beginning Date: 06/03/15 Ending Date: 06/23/15 Purchase Order Report By PO No All Purchase Orders FODET01A

PO No	Vendor Name	PO Date	Requisition No	Requested By	
15007294	Y.T. SPECIALISTS INC	06/17/15	00011585	A Sanders	
1	8	28.25	.00	226.00	Shower curtains for HS F.H. showers
Accounts					
15-37-160-2620-654-000-0000-000-705		Account Desc	Paid	Liquidated	Remaining
		New Account	.00	.00	226.00
Total Accounts: 1					
15007295	FORD AUDIO	06/19/15	00011583	A Sanders	
1	1	140,000.00	.00	140,000.00	Audio/Video System for EC
Accounts					
15-10-173-2230-653-000-0000-000-705		Account Desc	Paid	Liquidated	Remaining
		New Account	.00	.00	140,000.00
Total Accounts: 1					
15007296	INDECO SALES	06/19/15	00011591	A Sanders	
1	8	275.00	.00	2,200.00	Computer tables for RM B5
Accounts					
15-10-172-2620-654-000-0000-000-140		Account Desc: BLDNG OPS-FURN	Paid	Liquidated	Remaining
		New Account	.00	.00	2,200.00
Total Accounts: 1					
15007297	SOONER FLOORING INC	06/19/15	00011592	A Sanders	
1	1	2,195.00	.00	2,195.00	Replace carpet at ME, Rm102
Accounts					
15-37-159-2620-459-000-0000-000-105		Account Desc: New Account	Paid	Liquidated	Remaining
		New Account	.00	.00	2,195.00
Total Accounts: 1					
15007298	THOMPSON EDUCATIONAL FURNISHINGS	06/19/15	00011581	A Sanders	
1	4	124.00	.00	496.00	Platinum brand frameless tack board for ME Principal
Accounts					
15-34-169-2620-654-000-0000-000-105		Account Desc	Paid	Liquidated	Remaining
		New Account	.00	.00	496.00
Total Accounts: 1					
15007305	FIELDTURF USA, INC	06/23/15	00011596	A Sanders	
1	1	155,000.00	.00	155,000.00	Removal, disposal of old turf and laying of new turf
Accounts					
15-33-162-4300-711-000-0000-000-705		Account Desc	Paid	Liquidated	Remaining
		New Account	.00	.00	155,000.00
Total Accounts: 1					
15007306	TIMBERLAKE CONSTRUCTION	06/23/15	00011598	A Sanders	
23300					

Mustang Public Schools

Beginning Date: 06/03/15 Ending Date: 06/23/15

Purchase Order Report By PO No

All Purchase Orders

FODET01A

PO No	Vendor Name	Vendor No	PO Date	Requisition No	Requested By		
15007306	TIMBERLAKE CONSTRUCTION	22300	06/23/15	00011598	A Sanders		
Line No	Qty Ordered	Unit Price	Disc/Frght	Final Cost	Qty Rcvd	Qty Canceled	Order Desc
1	1	13,289.99	.00	13,289.99	.00		Architect fees for JROTC
Accounts		Account Desc		Paid	Liquidated	Remaining	
15-36-156-4300-459-000-0000-000-705		New Account		13,289.99	.00	13,289.99	
Total Accounts: 1		PO Total:		13,289.99	.00	13,289.99	
Grand Totals:		651,503.94		.00	.00	651,503.94	

JUNE 24<sup>TH</sup>, 2015 SPECIAL BOARD MEETING

**FISCAL YEAR 2015**

**PAYROLL**

LEASE REVENUE BOND (10)

GENERAL FUND (11)

51549-51553

GENERAL FUND CO-OP (12)

BUILDING FUND (21)

FOOD SERVICE (22)

LEASE REVENUE BOND (23)

OKC MAPS TRUST (24)

BOND FUND (31)

BOND FUND (32)

BOND FUND (33)

BOND FUND (34)

BOND FUND (35)

BOND FUND (36)

BOND FUND (37)

BOND FUND (38)

BOND FUND (39)

**MUSTANG PUBLIC SCHOOLS**  
**Encumbrance Register**  
**General Fund 2014-2015**

<i>fYear</i>	<i>Fund</i>	<i>P.O.</i>	<i>Vendor Name</i>	<i>Description</i>	<i>eDate</i>	<i>Classified</i>
2015	11	51549	MUSTANG PUBLIC SCHOOLS - TRS	TRS CORRECTION- APRIL	04/15/2015	1.32
2015	11	51550	FERNANDO S GONZALES	PAYROLL	06/22/2015	775.08
2015	11	51551	TYLER STEVEN REYNOLDS	PAYROLL	06/22/2015	710.49
2015	11	51552	KRISTY DAWN WOOTEN	PAYROLL	06/22/2015	589.35
2015	11	51553	RICHARD EDWARD KING	PAYROLL	06/23/2015	581.31

Total Printed: 2,657.55  
Total Balance Forward: 59,512,607.67  
Total to Date: 59,515,265.22



**Mustang Public Schools  
Office of Finance and Fiscal  
Services**

## Memo

**To:** Mustang Public Schools Board of Education  
**Dr. Sean McDaniel**

**From:** Nancy McKay

**Date:** 10/6/2018

**Subject:** Final budget by Function

---

I ask that the Board of Education of Mustang Public Schools approve the 2014-2015 final budget by function code as required by State Statute. The Board has approved the Purchase Orders throughout the year which substantiates the OCAS function code requirements for general, building and child nutrition.



**Mustang Public Schools  
Office of Finance and Fiscal  
Services**

# Memo

**To:** Mustang Public Schools Board of Education  
**Dr. Sean McDaniel**

**From:** Nancy McKay

**Date:** 9/16/2018

**Subject:** Approval and Adoption of the Temporary Appropriations Budget for Mustang Public Schools

---

An appropriation that is used for governmental and special cash account funds, is an authorization to issue warrants against such approved appropriation.

Oklahoma State Statute Title 70 O.S. 5-135(B) provides for emergency temporary appropriations necessary to operate for the period prior to the Board's adoption of the legal budget in September or October. Furthermore, it requires that every public school district in Oklahoma must prepare, approve by the local school board, and file a temporary appropriation budget form SBE 12 with the County Excise Board at the beginning of each fiscal year in order to operate legally on July 1. This temporary approval gives each school district the opportunity for their independent auditors to review their financial records, certify ending fund balances and prepare the Estimate of Needs.

Therefore, I ask that the Board of Education of Mustang Public Schools approve the Temporary Appropriation, SBE Form 12, for General Fund, Building Fund and the Child Nutrition Fund as stated.

**APPLICATION FOR TEMPORARY APPROPRIATIONS**

WHEREAS: The needs of the Board of Education of MUSTANG PUBLIC SCHOOLS, INDEPENDENT SCHOOL DISTRICT No.69 Of CANADIAN County, require the immediate approval of temporary appropriations for the fiscal year 2015-2016: NOW, THEREFORE, BE IT RESOLVED, that the County Excise Board of

CANADIAN County is hereby requested to approve temporary appropriations to the extent of and not to exceed one hundred (100%) percent of the total estimated funds available to said board as follows:

REQUESTED APPROPRIATIONS	
General Fund	\$ 57,994,000.22
Building Fund	\$ 2,363,184.66
Child Nutrition Fund	\$ 3,988,511.16
Cooperative Fund	\$ -0-

APPROVED AND ADOPTED this 24<sup>th</sup> day of JUNE, 2015

THE BOARD OF EDUCATION

\_\_\_\_\_  
MUSTANG PUBLIC SCHOOLS,  
INDEPENDENT SCHOOL DISTRICT NO 69

CANADIAN COUNTY, OKLAHOMA

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Vice President

APPROVED by the \_\_\_\_\_ County Excise Board this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

THE COUNTY EXCISE BOARD  
\_\_\_\_\_  
COUNTY, OKLAHOMA

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Member

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Member

MEMO

To: Sean McDaniel, Superintendent  
From: Jeff Woodard, Director of Bonds/Construction  
Date: June 22, 2015  
Re: Approval of Bids for Lakehoma Elem. and HS K Bldg. Cooling tower

Respectfully request that the Board discuss, consider, and/or act upon approval of the Lakehoma Elementary boiler and cooling tower and HS K Bldg. Cooling tower replacement bids which will be presented by Timberlake Construction. These funds will be of the 2012 bonds, Bond 32 and the new bond 36.

HVAC	Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Apparent Low Bid Amount
Name	United Mechanical	Hunter Mechanical						
Base Bid Building K	\$275,635	\$180,100						
Base Bid Lakehoma	\$318,640	\$198,200						
Base Bid Combo (Building K & Lakehoma)	\$590,000	\$378,300						\$378,300

 **AIA**® Document A102™ – 2007

**Standard Form of Agreement Between Owner and Contractor 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-fourth day of June in the year Two Thousand Fifteen

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

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

Mustang Public Schools  
906 S Heights Drive  
Mustang, OK 73064

and the Contractor:

*(Name, legal status, address and other information)*

Timberlake Construction Co., Inc.  
PO Box 18297  
Oklahoma City, OK 73154  
Telephone Number: (405) 840-2521  
Fax Number: (405) 840-5469

for the following Project:

*(Name, location and detailed description)*

Mustang Lakehoma and Building K HVAC Replacement  
Mustang, OK

The Architect:

*(Name, legal status, address and other information)*

Allen Consulting, Inc.  
115 W Main  
Norman, OK 73069  
Telephone Number: 405-447-2282  
Fax Number: 405-447-2284

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

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

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

This document is not intended for use in competitive bidding.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 RELATIONSHIP OF THE PARTIES
- 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 5 CONTRACT SUM
- 6 CHANGES IN THE WORK
- 7 COSTS TO BE REIMBURSED
- 8 COSTS NOT TO BE REIMBURSED
- 9 DISCOUNTS, REBATES AND REFUNDS
- 10 SUBCONTRACTS AND OTHER AGREEMENTS
- 11 ACCOUNTING RECORDS
- 12 PAYMENTS
- 13 DISPUTE RESOLUTION
- 14 TERMINATION OR SUSPENSION
- 15 MISCELLANEOUS PROVISIONS
- 16 ENUMERATION OF CONTRACT DOCUMENTS
- 17 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration 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 and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

Init.

**ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 4.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

| The Date of Commencement is June 24, 2015

If, prior to commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 4.2 The Contract Time shall be measured from the date of commencement.

§ 4.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

| The substantial Completion Date is December 31, 2015

Portion of Work	Substantial Completion date
-----------------	-----------------------------

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time, or for bonus payments for early completion of the Work.)*

**ARTICLE 5 CONTRACT SUM**

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

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

| See Section 15.6 Other Provisions

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

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

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed percent ( %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

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

Init.

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

**§ 5.2 GUARANTEED MAXIMUM PRICE**

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed (\$ ), subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

*(Insert specific provisions if the Contractor is to participate in any savings.)*

See Section 15.6 Other Provisions

§ 5.2.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)*

§ 5.2.3 Allowances included in the Guaranteed Maximum Price, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
------	-------

§ 5.2.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

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

**ARTICLE 6 CHANGES IN THE WORK**

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 6.2 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor'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 Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor'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.

Init.

## ARTICLE 7 COSTS TO BE REIMBURSED

### § 7.1 COST OF THE WORK

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where any cost is subject to the Owner's prior approval, the Contractor shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing this Agreement.

### § 7.2 LABOR COSTS

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

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

*(If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal or other offices shall be included in the Cost of the Work, identify in Article 15, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

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

§ 7.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, with the Owner's prior approval.

### § 7.3 SUBCONTRACT COSTS

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

### § 7.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

§ 7.4.1 Costs, including transportation and storage, 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 Contractor. 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, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor 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 Contractor 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 Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Contractor-owned item may not exceed the purchase price of any comparable item. Rates of Contractor-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

Init.

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

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

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

§ 7.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor 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 by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 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; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

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

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

§ 7.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor 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.

§ 7.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work.

§ 7.6.10 That portion of the reasonable expenses of the Contractor'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 if, and to the extent, approved in advance in writing by the Owner.

§ 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 Section 10.4 of AIA Document A201-2007.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a

Init.

specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

#### § 7.8 RELATED PARTY TRANSACTIONS

§ 7.8.1 For purposes of Section 7.8, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction, the Contractor shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Article 10.

#### ARTICLE 8 COSTS NOT TO BE REIMBURSED

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

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor'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 15;
- .2 Expenses of the Contractor's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Article 7;
- .4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .5 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Article 7; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

#### ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

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

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Contractor and the Architect, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.2 When a specific bidder (1) is recommended to the Owner by the Contractor; (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 Contractor may require that a

Init.

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 Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Contractor 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 Contractor in Article 11, below.

#### ARTICLE 11 ACCOUNTING RECORDS

The Contractor 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 Contractor's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Contractor 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 12 PAYMENTS

##### § 12.1 PROGRESS PAYMENTS

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

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

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the 25<sup>th</sup> day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 20<sup>th</sup> day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty-Five ( 25 ) days after the Architect receives the Application for Payment.

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

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.6 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 Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

Init.

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

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of five percent ( 5 %). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent ( 5 %) from that portion of the Work that the Contractor self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

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

§ 12.1.9 In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 12.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Contractor 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.

## § 12.2 FINAL PAYMENT

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor 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.

§ 12.2.2 The Owner's auditors will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 12.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section 12.2.2 supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

Init.

§ 12.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Contractor within 30 days after the Contractor'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 Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

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

§ 12.2.5 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Contractor has participated in savings as provided in Section 5.2, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.

#### ARTICLE 13 DISPUTE RESOLUTION

##### § 13.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to the Agreement, to serve as 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.)*

##### § 13.2 BINDING DISPUTE RESOLUTION

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

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

#### ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Subject to the provisions of Section 14.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 14.2 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2007, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A201-2007 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 Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that

Init.

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.

§ 14.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.4 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Sections 5.1.1 and Section 6.4 of this Agreement.

#### ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 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.)*

%

§ 15.3 The Owner's representative:  
*(Name, address and other information)*

Jeff Woodard  
906 S Heights Drive  
Mustang, OK 73064

§ 15.4 The Contractor's representative:  
*(Name, address and other information)*

Robert Renshaw Jr.  
Timberlake Construction Co., Inc.  
PO Box 18297  
Oklahoma City, OK 73154

§ 15.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

§ 15.6 Other provisions:

This contract will be a stipulated sum contract in the amount of Four Hundred Ninety-Three Thousand Nine Hundred Eighty-Three Dollars and NO/100 (\$493,983.00)

Init.

**ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS**

§ 16.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 16.1.1 The Agreement is this executed AIA Document A102–2007, Standard Form of Agreement Between Owner and Contractor.

§ 16.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 16.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
§ 16.1.4 The Specifications: <i>(Either list the Specifications here or refer to an exhibit attached to this Agreement.)</i> See attached			

Section	Title	Date	Pages
§ 16.1.5 The Drawings: <i>(Either list the Drawings here or refer to an exhibit attached to this Agreement.)</i> See attached			

Number	Title	Date
§ 16.1.6 The Addenda, if any:		
Number	Date	Pages
One	June 18, 2015	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 16.

§ 16.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- 2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ARTICLE 17 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

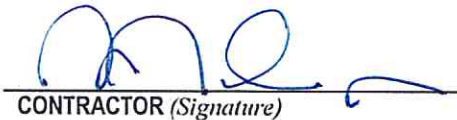
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

Init.

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards):	
\$1,000,000.00 Each Occurrence	
\$2,000,000.00 General Aggregate	
\$1,000,000.00 Personal and Advertising Injury	
\$1,000,000.00 Products-Completed Operations Aggregate	
The policy shall be endorsed to have the General Aggregate apply to this Project only.	
Products and Completed Operations insurance shall be maintained for a minimum period of at least One (1) year(s) after either 90 days following Substantial Completion or final payment, whichever is earlier.	
The Contractual Liability insurance shall include coverage sufficient to meet the obligations in Section 3.18 of A201™-2007.	
Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage:	
\$1,000,000.00 Each Accident.	
Umbrella Excess Liability Coverage	\$5,000,000.00.

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

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

  
 \_\_\_\_\_  
 CONTRACTOR (Signature)

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

Robert Renshaw Jr., Sr. Vice President of  
 Operations  
 \_\_\_\_\_  
 (Printed name and title)

Init.

## **Additions and Deletions Report for AIA<sup>®</sup> Document A102<sup>™</sup> – 2007**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:26:53 on 06/24/2015.

### **PAGE 1**

**AGREEMENT** made as of the Twenty-fourth day of June in the year Two Thousand Fifteen

...

Mustang Public Schools  
906 S Heights Drive  
Mustang, OK 73064

...

Timberlake Construction Co., Inc.  
PO Box 18297  
Oklahoma City, OK 73154  
Telephone Number: (405) 840-2521  
Fax Number: (405) 840-5469

...

Mustang Lakehoma and Building K HVAC Replacement  
Mustang, OK

...

Allen Consulting, Inc.  
115 W Main  
Norman, OK 73069  
Telephone Number: 405-447-2282  
Fax Number: 405-447-2284

### **PAGE 3**

The Date of Commencement is June 24, 2015

...

The substantial Completion Date is December 31, 2015

...

See Section 15.6 Other Provisions

### **PAGE 4**

Additions and Deletions Report for AIA Document A102<sup>™</sup> – 2007 (formerly A111<sup>™</sup> – 1997). Copyright © 1920, 1925, 1951, 1958, 1961, 1963, 1967, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:26:53 on 06/24/2015 under Order No.2363378493\_1 which expires on 09/28/2015, and is not for resale.  
User Notes:

(1196372853)

See Section 15.6 Other Provisions

PAGE 8

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the 25<sup>th</sup> day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 20<sup>th</sup> day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty-Five ( 25 ) days after the Architect receives the Application for Payment.

PAGE 9

- 3 Add the Contractor's Fee, less retainage of five percent ( 5 %). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- 4 Subtract retainage of five percent ( 5 %) from that portion of the Work that the Contractor self-performs;

PAGE 10

[ X ] Litigation in a court of competent jurisdiction

PAGE 11

Jeff Woodard  
906 S Heights Drive  
Mustang, OK 73064

...

Robert Renshaw Jr.  
Timberlake Construction Co., Inc.  
PO Box 18297  
Oklahoma City, OK 73154

...

This contract will be a stipulated sum contract in the amount of Four Hundred Ninety-Three Thousand Nine Hundred Eighty-Three Dollars and NO/100 (\$493,983.00)

PAGE 12

See attached

...

See attached

...

One

June 18, 2015

1

PAGE 13

Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards):

\$1,000,000.00 Each Occurrence

\$2,000,000.00 General Aggregate

\$1,000,000.00 Personal and Advertising Injury

\$1,000,000.00 Products-Completed Operations Aggregate

The policy shall be endorsed to have the General Aggregate apply to this Project only.

Products and Completed Operations insurance shall be maintained for a minimum period of at least One (1) year(s) after either 90 days following Substantial Completion or final payment, whichever is earlier.

The Contractual Liability insurance shall include coverage sufficient to meet the obligations in Section 3.18 of A201™-2007.

Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage:

\$1,000,000.00 Each Accident.

Umbrella Excess Liability Coverage \$5,000,000.00.

...

Sean McDaniel

Robert Renshaw Jr., Sr. Vice President of  
Operations

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Steven Callendar, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:26:53 on 06/24/2015 under Order No. 2363378493\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A102™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

MUSTANG LAKEHOMA AND BUILDING K HVAC REPLACEMENT  
PROJECT #1524 AND 1525

JUNE 4, 2015

**TABLE OF CONTENTS**

*Division ..... Section Title ..... Pages*

---

**DIVISION 0 – BIDDING REQUIREMENTS AND CONTRACT FORMS – VOLUME 1**

00000	PROJECT MANUAL COVER PAGE	1
00001	TABLE OF CONTENTS	5
00010	SOLICITATION FOR BIDS	2
00100	INSTRUCTIONS TO BIDDERS	3
00130	BID FORM	2
00140	QUALIFICATION OF BIDDERS	1
00160	AFFIDAVIT OF BIDDER	1
00161	TOBACCO FREE AFFIDAVIT	1
00162	SEX OFFENDERS AFFIDAVIT	1
00163	AFFIDAVIT OF NON-COLLUSION	1
00164	BUSINESS RELATIONSHIP AFFIDAVIT	1
00170	SUBCONTRACTOR'S CHECK LIST FOR BID SUBMITTAL	1
00210	SUBCONTRACT AGREEMENT FORM	1
00211	SUBCONTRACT DOCUMENT	15
00220	SUBCONTRACT AFFIDAVIT OF NON PAYMENT FOR PROCUREMENT	1
00224	DRUG FREE AFFIDAVIT	1
00230	PAYMENT APPLICATION CHECK LIST	1
00250	SALES TAX AGENCY AGREEMENT	2
00300	PERFORMANCE BOND	1
00350	STATUTORY BOND	1
00375	DEFECT BOND	1
00450	SUBSTITUTION REQUEST FORM	1
00700	GENERAL CONDITIONS	40
00800	SUPPLEMENTARY CONDITIONS	1
00801	REQUEST FOR INFORMATION PROTOCOL	2
00802	REQUEST FOR INFORMATION FORM	2

**DIVISION 1 – GENERAL REQUIREMENTS – VOLUME 1**

01010	SUMMARY OF WORK (BID PACKAGES)	87
01100	SUMMARY	2
01200	PRICE AND PAYMENT PROCEDURES	2
01300	ADMINISTRATIVE REQUIREMENTS	4
01325	CONSTRUCTION PROGRESS SCHEDULE	2
01400	QUALITY REQUIREMENTS	3
01425	REFERENCE STANDARDS	1
01500	TEMPORARY FACILITIES AND CONTROLS	3
01510	TEMPORARY UTILITIES	1
01525	FIELD OFFICES	2
01565	SECURITY MEASURES	1
01600	PRODUCT REQUIREMENTS	3
01700	EXECUTION REQUIREMENTS	8
01731	CUTTING AND PATCHING	3
01732	SELECTIVE DEMOLITION	5
01780	CLOSEOUT SUBMITTALS	5

MUSTANG LAKEHOMA AND BUILDING K HVAC REPLACEMENT  
PROJECT #1524 AND 1525

JUNE 4, 2015

**DIVISION 15 – MECHANICAL**

15000	BASIC MECHANICAL REQUIREMENTS	11
15010	COMMON WORK RESULTS FOR MECHANICAL	9
15060	HANGERS AND SUPPORTS FOR HVAC AND PLUMBING	8
15076	IDENTIFICATION FOR MECHANICAL PIPING AND EQUIPMENT	5
15088	HVAC PIPING INSULATION	13
15100	GENERAL-DUTY VALVES FOR MECHANICAL	8
15179	HYDRONIC PIPING SPECIALTIES	7
15185	HYDRONIC PUMPS	3
15189	HVAC WATER TREATMENT	5
15195	FACILITY NATURAL-GAS PIPING	12
15513	CONDENSING BOILERS	5
15550	BREECHINGS, CHIMNEYS, AND STACKS	3
15640	COOLING TOWERS	9
15672	SCROLL WATER CHILLERS	6
15779	HEAT TRACING FOR HVAC PIPING	3
15900	INSTRUMENTATION AND CONTROL FOR HVAC	14
15950	TESTING, ADJUSTING, AND BALANCING FOR HVAC	17

**DIVISION 16 – ELECTRICAL**

16000	BASIC ELECTRICAL REQUIREMENTS .....	8
-------	-------------------------------------	---

**END OF SECTION**

## **Sheet Legend: Lakehoma**

G0.0	Cover Sheet
M1.0	Mechanical Demolition Plan
M2.0	Mechanical Plans
M3.0	Mechanical Enlarged plans
M4.0	Mechanical Schedules, Details & Controls
E1.0	Electrical Legend Plan
E2.0	Electrical Demo Plan
E3.0	Electrical Power Plan

## **Sheet Legend: Building K**

M1.0	Mechanical Demolition Plan
M2.0	Mechanical Plans
M3.0	Mechanical Enlarged Plans
M4.0	Mechanical Schedules & Details
M5.0	Mechanical Control Diagrams
E1.0	Electrical Legend Plan
E2.0	Electrical Demo Plan
E3.0	Electrical Power Plan

MEMO

To: Sean McDaniel, Superintendent  
From: Jeff Woodard, Director of Bonds/Construction  
Date: June 23, 2015  
Re: Approval of Contract for L.E. Boiler/Cooling tower, HS K Bldg. Cooling tower

Respectfully request that the Board discuss, consider, and/or act upon approval of the Timberlake contract for the Lakehoma Elementary boiler/cooling tower and the HS K Bldg. cooling tower replacements.