

Newcastle Board of Education Special Meeting
May 2, 2023 8:00 AM
Administration Office Board Room
101 N Main St
Newcastle, Oklahoma 73065

Attendance Taken at 8:00 AM. Mr. Darrin Abel: Present, Ms. Valory Dalton: Present, Mr. Jeff Dingee: Absent, Ms. Tiffany Elczyn: Present, Mr. John Maker: Present.

1. Call to Order and Roll Call of Members.
2. Possible consideration and vote to approve the Financial Advisory Services contract with BOK Financial Securities, Inc.

Motion to approve the attached Financial Advisory Services Contract with BOK Financial Securities, Inc. passed with a motion by Ms. Tiffany Elczyn and a second by Mr. Darrin Abel.

Mr. Jeff Dingee: Absent, Mr. Darrin Abel: Yea, Ms. Tiffany Elczyn: Yea, Ms. Valory Dalton: Yea, Mr. John Maker: Yea

Yea: 4, Nay: 0, Absent: 1

3. **Discuss, consider, and act or disapprove a Resolution authorizing the sale of the District's General Obligation Combined Purpose Bonds, Series 2023, and setting forth the following items:**

Motion to approve a resolution authorizing the sale of the District's General Obligation Combined Purpose Bonds, Series 2023 in the amount of \$3,500,000.00 passed with a motion by Ms. Tiffany Elczyn and a second by Ms. Valory Dalton.

Mr. Jeff Dingee: Absent, Mr. Darrin Abel: Yea, Ms. Tiffany Elczyn: Yea, Ms. Valory Dalton: Yea, Mr. John Maker: Yea

Yea: 4, Nay: 0, Absent: 1

- A. Fixing the time and place the bonds are to be sold;
- B. Fixing the amount of bonds to mature each year:
- C. Authorizing the Clerk to give notice of said sale as required by law.

4. **Discuss, consider, and act or disapprove a Resolution authorizing the sale of the District's General Obligation Building Bonds, Federally Taxable Series 2023, and setting forth the following items:**

Motion to approve a resolution authorizing the sale of the District's General Obligation Building Bonds, Federally Taxable Series 2023 in the amount of \$1,950,000.00 passed with a motion by Ms. Tiffany Elczyn and a second by Mr. Darrin Abel.

Mr. Jeff Dingee: Absent, Mr. Darrin Abel: Yea, Ms. Tiffany Elczyn: Yea, Ms. Valory Dalton: Yea, Mr. John Maker: Yea

Yea: 4, Nay: 0, Absent: 1

- A. Fixing the time and place the bonds are to be sold;
 - B. Fixing the amount of bonds to mature each year;
 - C. Authorizing the Clerk to give notice of said sale as required by law.
5. Possible consideration and vote to approve the selection of The Public Finance Law Group, PLLC to act as legal/bond counsel in connection with the proposed General Obligation Bonds.

Motion to approve the selection of The Public Finance Law Group, PLLC to act as legal/bond counsel in connection with the proposed General Obligation Bonds passed with a motion by Mr. Darrin Abel and a second by Ms. Valory Dalton.

Mr. Jeff Dingee: Absent, Mr. Darrin Abel: Yea, Ms. Tiffany Elczyn: Yea, Ms. Valory Dalton: Yea, Mr. John Maker: Yea

Yea: 4, Nay: 0, Absent: 1

6. Discussion and possible action regarding the FY23 Supplemental Appropriation Request #1

Motion to approve the FY23 Supplemental Appropriation Request #1 passed with a motion by Ms. Tiffany Elczyn and a second by Ms. Valory Dalton.

Mr. Jeff Dingee: Absent, Mr. Darrin Abel: Yea, Ms. Tiffany Elczyn: Yea, Ms. Valory Dalton: Yea, Mr. John Maker: Yea

Yea: 4, Nay: 0, Absent: 1

7. **Discussion and possible action on the Contract Consent Agenda**

Motion to approve the Contract Consent Agenda Items A through I passed with a motion by Ms. Tiffany Elczyn and a second by Mr. Darrin Abel.

Mr. Jeff Dingee: Absent, Mr. Darrin Abel: Yea, Ms. Tiffany Elczyn: Yea, Ms. Valory Dalton: Yea, Mr. John Maker: Yea

Yea: 4, Nay: 0, Absent: 1

- A. MA+ Civil Engineer Consultant Fee Proposal from SRB, LLC for \$41,000.00 for the Middle School Addition contracted to be paid by the Owner
- B. MA+ Storm Shelter Peer Review Consultant Fee Proposal from Schultz² Architects, LLC for \$3,500.00 for the Middle School Addition contracted to be paid by the Owner
- C. MA+ Storm Shelter Structural Peer Review Fee Proposal from Wallace Design Collective, PC for \$3,000.00 for the Middle School Addition contracted to be paid by the Owner
- D. MA+ Storm Shelter Peer Review Consultant Fee Proposal from Schultz² Architects, LLC for \$3,500.00 for the High School Addition contracted to be paid by the Owner
- E. MA+ Storm Shelter Peer Review Consultant Fee Proposal from Wallace Design Collective, PC for \$3,000.00 for the High School Addition contracted to be paid by the Owner
- F. MA+ Accoustical Engineer Consultant Fee Proposal from Ildibri, Inc for \$19,800.00 for the High School Addition contracted to be paid by the Owner
- G. MA+ Civil Engineer Consultant Fee Proposal from SRB, LLC for \$190,000.00 for the High School Addition contracted to be paid by the Owner
- H. MA+ Civil Engineer Consultant Fee Proposal from SRB, LLC for \$13,500.00 for the Early Childhood Center Improvements, contracted to be paid by the Owner
- I. MA+ Civil Engineer Consultant Fee Proposal from SRB, LLC for \$27,000.00 for the Middle School Sports Complex Restroom Addition contracted to be paid by the Owner

8. Adjournment.

The meeting adjourned at 8:14am by Mr. John Maker

President

Vice President

Clerk

Deputy Clerk

Member



Public Finance Division
499 W. Sheridan Avenue, Suite 2500
Oklahoma City, Oklahoma 73102

ENGAGEMENT LETTER

May 2, 2023

Newcastle Public Schools
101 N. Main Street
Newcastle, OK 73065

RE: Financial Advisory Services Provided to the Newcastle School District

The purpose of this Engagement Letter (the “Letter”) is to set forth the role BOK Financial Securities, Inc. (“BOKFS”) proposes to serve and the responsibilities BOKFS proposes to assume as financial advisor to the Newcastle School District (the “Issuer”). Upon Issuer’s acceptance, this Letter will serve as our mutual agreement with respect to the terms and conditions of our engagement as Issuer’s financial advisor, effective on the date this Letter is executed by Issuer (the “Effective Date”).

1. Scope of Services. BOKFS will provide, on an on-going basis, professional financial advisory services to the Issuer on any financial matters, including but not limited to the issuance and term of new debt (“Issue” or “Issues”), primarily general obligation bonds. BOKFS will assist the Issuer with each of the following tasks associated with the planning, structuring, marketing, pricing, and closing of the proposed financing(s).

- (a) The Services shall be limited to the services described in **Appendix A** (the “Scope of Services”).
- (b) Except as otherwise provided in the Scope of Services, BOKFS shall not be responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about BOKFS provided by BOKFS for inclusion in such documents.
- (c) The Scope of Services does not (i) include tax, legal, accounting or engineering advice with respect to any Issue, Product or opinion or certificate rendered by counsel or other person at closing, or (ii) include review or advice with respect to any feasibility study, except, in either case, as may be prepared by BOKFS as provided for in the Scope of Services.
- (d) Issuer agrees not to represent, publicly or to any specific person, that BOKFS is Issuer’s independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) without BOKFS’s prior written consent.
- (e) When BOKFS is designated by Issuer as its IRMA, BOKFS shall be Issuer’s IRMA solely with respect to the Scope of Services. BOKFS shall not be



responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to BOKFS, its personnel and its role as IRMA in Issuer's written representation contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B), shall be subject to prior approval by BOKFS.

2. BOKFS's Regulatory Obligations When Providing Services to Issuer.

- (a) MSRB Rule G-42 requires that BOKFS (i) make a reasonable inquiry as to the facts that are relevant to Issuer's determination whether to proceed with a course of action or that form the basis for any advice provided by BOKFS to Issuer, (ii) undertake a reasonable investigation to determine that BOKFS is not basing any recommendation on materially inaccurate or incomplete information, and (iii) use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on Issuer's behalf.
- (b) Issuer agrees to cooperate, and to cause Issuer's agents to cooperate, with BOKFS in carrying out the foregoing requirements, including providing to BOKFS accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such requirements. In addition, Issuer agrees that, to the extent Issuer requests BOKFS provide advice with regard to any recommendation made by a third party, Issuer will provide to BOKFS written direction to do so and all information Issuer has received from such third party relating to its recommendation.

3. Compensation. For the above services, you agree to pay BOKFS the following:

- \$25,000 per General Obligation bond issue completed

Note: If an additional series of General Obligation bonds is sold on the same day, a discounted fee of \$12,000 would apply to the additional series. If the additional series of General Obligation bonds is not sold on the same day, then the standard fee of \$25,000 would apply.

The above fees are payable only upon a successful election and subsequent receipt of proceeds from the bonds. However, if your election is held and fails, and another election is called for the issuance of bonds within one year from this date, you hereby agree to employ us under the terms of this contract.

In addition to the above fees, you agree to pay or reimburse us for our payment of the following expenses:

1. All Election Board expenses, if applicable
2. Legal Publication fees
3. Secretary of State filing fees
4. Official Statement printing & distribution
5. Credit Rating Agency fees, if applicable
6. CUSIP bond identification registration
7. Overnight courier service charges associated with distribution of bond material



4. **Term of this Engagement.** This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. If Issuer exercises its option to terminate this Agreement, Issuer agrees to reimburse BOKFS for any of the expenses described in paragraph 3 advanced by BOKFS pursuant to paragraph 3 above and to pay BOKFS for its services rendered prior to such termination in a mutually acceptable amount which shall be negotiated in good faith between the parties.

5. **Limitation on Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of the obligations of BOKFS arising under this Letter:

- (a) The liability of BOKFS and its associated persons to Issuer for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, shall be limited to the fees paid or otherwise due and payable under this Agreement; and,
- (b) BOKFS and its associated persons shall have no liability to Issuer for any other loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Issuer's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by BOKFS to Issuer; and,
- (c) No recourse shall be had against BOKFS for loss, damage, liability, cost or expense (whether direct, indirect or consequential) arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product or otherwise relating to the tax treatment of any Issue or Product, or in connection with any opinion or certificate rendered by counsel or any other party.

6. **Required Disclosures.** MSRB Rule G-42 requires that BOKFS provide Issuer with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in BOKFS's Disclosure Statement attached hereto as **Appendix B.**

7. **Waiver of Jury Trial.** EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

8. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws (excluding conflict of law provisions) of Oklahoma.

9. **Litigation Expenses.** In any action brought by a party hereto to enforce the obligations of any other party hereto, the prevailing party shall be entitled to collect from the opposing party to such action such party's reasonable litigation costs and attorney's fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation).

10. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of Issuer and BOKFS, their respective successors and permitted assigns; provided however, neither



party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

11. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties. This Agreement and all of the provisions of this Agreement shall be deemed drafted by all of the parties hereto.

12. **Course of Dealing.** No course of prior dealing involving any of the parties hereto and no usage of trade shall be relevant or advisable to interpret, supplement, explain or vary any of the terms of this Agreement, except as expressly provided herein.

13. **Interpretation.** This Agreement shall not be interpreted strictly for or against any party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

14. **No Reliance.** Each party hereto has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon its own knowledge and investigation. No party has relied on any representation or warranty of any other party hereto except any such representations and warranties as are expressly set forth herein.

15. **Authority.** Each of the persons signing below on behalf of a party hereto represents and warrants that he or she has full requisite power and authority to execute and deliver this Agreement on behalf of the party for whom he or she is signing and to bind such party to the terms and conditions of this Agreement.

16. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

17. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

18. **Amendment.** This Agreement may be amended or modified only in a writing that has been signed by the parties hereto and which specifically references this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument. This Agreement shall become effective only when all of the parties hereto shall have executed the original or counterpart hereof. This Agreement may be executed and delivered by digitized transmission of a counterpart signature page hereof.

[Signatures on Following Pages]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of the Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Dated this 2nd day of May, 2023.

BOK FINANCIAL SECURITIES, INC.

ZACK ROBINSON
VICE PRESIDENT

In a session legally assembled on the 2nd day of May, 2023, the above offer was duly considered and approved and accepted. Witness our official hands this 2nd day of May, 2023.

(SEAL)

President

ATTEST: _____
Clerk



APPENDIX A SCOPE OF SERVICES

1. We shall prepare a written Financial Analysis based upon the capital improvement and other needs of the School District which shall include a survey of the financial resources of the School District. This document shall also contain an analysis of the existing debt and tax structure of all levels of government involved and compare this analysis to the projected debt. On the basis of information thus developed, we shall devise a financing program to fund the proposed maturities, the estimated interest rate and cost on the proposed bonds, the resulting overall amount of projected annual debt service and tax requirements, and the relationship of these items to existing corresponding projected items of the School District and other related levels of government.
2. We shall provide the following services relating to a bond election:
 - A. Provide the School District with information concerning the most advisable dates for holding an election to approve such issuance;
 - B. Provide the necessary Resolution to call for the election;
 - C. Provide for filing the necessary documentation with the County Election Board;
 - D. Assist in providing printed ballots for such election;
 - E. Arrange for proper legal notices to be published at the appropriate times regarding the notice of such election;
 - F. Appear at public meetings informing the public as to the use of bond proceeds and the effect on ad valorem taxes (if desired);
 - G. Assist in the formation of informational brochures discussing the items concerning the election such as taxes and use of proceeds (if desired);
 - H. Provide the County Election Board with the appropriate material to canvass the election returns; and
 - I. Assist in the analysis of and provide the School District with election results.
3. Upon approval by the voters of the School District, we shall undertake the following tasks:
 - A. We shall advise the Board of Education of current bond market conditions, forthcoming bond issues, and other general information and economic data that might normally be expected to influence interest rates or bidding conditions so that the date for the sale of the bonds may be set at a time which, in our opinion, would be favorable to the School District.
 - B. We shall assist the School District, if necessary, in the identification, evaluation, and negotiations with prospective paying agents, registrars and transfer agents.
 - C. We shall prepare an Official Notice of Sale that establishes the specifications for bidding; i.e. bond maturity and interest coupon arrangements, interest rate limitations, and other pertinent details.



- D. We shall also prepare a Preliminary Official Statement that describes the Bonds offered, including complete information as to the security for the Bonds, the School District and other pertinent details.
- E. We shall prepare a uniform Bid Form which would prevent deviation by any bidders when any such deviation would be costly to the issuing body.
- F. We shall submit to the national rating services or credit enhancement providers, an application necessary to obtain a rating or enhancement on the Bonds. If such service(s) are determined to be necessary for the most effective marketing of the bonds, we shall assist the School District with the following:
 - 1. Provide financial, economic and demographic information to such organizations for their review;
 - 2. Coordinate and negotiate with the rating agencies to obtain the highest possible rating for the Bonds.
- G. We shall prepare the necessary Resolution to set the date, time and place for the sale of the Bonds.
- H. We shall be present at the sale of bonds to aid the Board of Education in the tabulation and comparison of bids. We shall also advise the members of the Board of Education as to the bond market conditions at the time of the sale and the advisability of accepting or rejecting the bids submitted.
- I. We shall prepare the necessary Resolution to authorize the issuance of the Bonds.
- J. We shall prepare a final Official Statement that describes the Bonds offered, including complete information as to the security for the Bonds, the School District and other pertinent details for use by the successful bidder of the Bonds.
- K. We shall complete the necessary applications so that the bond issue can be bid electronically (via PARITY's Internet bond bidding system).
- L. Assuming a favorable interest rate is received and accepted by the School District, BOK Financial Securities, Inc., shall then proceed to take all steps necessary to expedite the preparation of all other documentation necessary to achieve delivery of the Bonds, including delivery of the Transcript of Proceedings to the Attorney General's Office.
- M. We shall work with the purchaser and the school district to effectuate the closing of the bond issue and the delivery of bond proceeds to the School District.
- 4. We shall advise the Board of Education and Administration on the investment of bond proceeds that would, in our opinion, allow the School District to benefit the most from the investment of said proceeds (if desired).
- 5. We shall advise the School District officials as to any pending legislation in the Oklahoma Legislature and the United States Congress which may have an effect upon the School District's proposed and existing indebtedness.



APPENDIX B DISCLOSURE STATEMENT

This Disclosure Statement is provided by BOK Financial Securities, Inc. (“BOKFS”) to the Newcastle School District (the “Issuer”) in connection with the Engagement Letter (the “Letter”) and is dated as of the same date as the Letter.

Part A - Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interests, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Accordingly, BOKFS makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services, together with explanations of how BOKFS addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, BOKFS mitigates such conflicts through its adherence to its fiduciary duty to Issuer, which includes a duty of loyalty. This duty of loyalty obligates BOKFS to deal honestly and with the utmost good faith with Issuer and to act in Issuer’s best interests without regard to BOKFS’s financial or other interests. Furthermore, because BOKFS is a broker-dealer, its financial advisory supervisory structure provides strong safeguards against individuals at BOKFS potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Affiliate Conflict. Any affiliate of BOKFS (the “Affiliate”) may provide certain advice, services and/or products to Issuer that may be directly related to BOKFS’s activities. The Affiliate’s business with Issuer could create an incentive for BOKFS to recommend to Issuer a course of action designed to increase the level of Issuer’s business activities with the Affiliate or to recommend against a course of action that would reduce or eliminate Issuer’s business activities with the Affiliate. This potential conflict is mitigated by the fact that Affiliate is subject to comprehensive regulatory review.

Compensation-Based Conflicts. If the fees due under the Engagement Letter are in a fixed amount established at the outset of the Engagement Letter. The amount is usually based upon an analysis by Issuer and BOKFS of, among other things, the expected duration and complexity of the transaction and the Scope of Services. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, BOKFS may suffer a loss. Thus, BOKFS may recommend less time-consuming alternatives. This conflict of interest is mitigated by the general mitigations described above.

Other Financial Advisor or Underwriting Relationships. BOKFS serves a wide variety of other clients that may have interests that could have an impact on Issuer’s interests. For example, BOKFS serves as financial advisor to other financial advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Issuer under this Engagement Letter. These other clients may have competing interests. BOKFS could face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair BOKFS’s ability to fulfill its regulatory duties to Issuer.

Municipal Activities with Other Issuer Financing Team Members. In the normal course of business, BOKFS may engage in municipal trading and underwriting activities with other members of the Issuer’s financing team, including but not limited to, bond counsel, underwriter’s counsel and bond underwriters. This may include BOKFS serving as a bond underwriter for a municipal issuer in which the Issuer’s bond counsel is serving as BOKFS’s counsel, an Issuer’s underwriter is serving as a municipal advisor and/or Issuer’s underwriter is serving as an underwriting syndicate member with BOKFS. Such a



situation could present a conflict as BOKFS and members of its financing team jointly participate, from time to time, in other municipal security transactions for compensation. None of these other engagements or relationships would impair BOKFS's ability to fulfill its regulatory duties to the Issuer and the potential conflicts of interest are mitigated as BOKFS relies upon the issuer to select its other financing team members, including bond counsel and bond underwriters.

Broker-Dealer and Investment Advisory Business. BOKFS is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities, in addition to serving as a financial advisor or underwriter. Such securities-related activities may be undertaken on behalf of, or as counterparty to, Issuer, Issuer's personnel, and current or potential investors in Issuer's securities. These other clients may have interests in conflict with Issuer's interests and the interests of such other clients could create the incentive for BOKFS to make recommendations to Issuer that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from BOKFS effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's financial advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by BOKFS to Issuer.

Secondary Market Transactions in Issuer's Securities. BOKFS may take a principal position in securities, including Issuer's securities, and therefore BOKFS could have interests in conflict with Issuer with respect to the value of Issuer's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, BOKFS or its affiliates may submit orders for and acquire Issuer's securities issued in an Issue under the Engagement Letter from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Issuer in that it could create the incentive for BOKFS to make recommendations to Issuer that could result in more advantageous pricing of Issuer's securities in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's financial advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by BOKFS to Issuer.

Related Disclosure Relevant to Client. While we do not believe that the following creates a conflict of interest on the part of BOKFS, we note that BOKFS has made charitable contributions to support community events. Client may wish to consider any impact such contribution may have on how it conducts its activities with BOKFS.

Payment to or from Third Parties. While we do not believe the following creates a conflict of interest on the part of BOKFS, we note that BOKF NA, an affiliate of BOKFS, has entered into an Independent Contract Agreement ("Agreement") with Dr. Joe Siano to provide consulting services related to bond election planning and community relations for Oklahoma school districts. Dr. Siano is also employed by the Oklahoma State School Boards Association with a focus on state education policy development. The District may wish to consider any impact the Agreement or Dr. Siano's employment may or may not have on the way BOKFS conducts its activities with the District.

Part B - Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, BOKFS sets out below required disclosures and related information in connection with such disclosures.



Material Legal or Disciplinary Event. Other than the disclosures summarized below, which may be material to the Issuer’s evaluation of BOKFS or the integrity of BOKFS’s management or advisory personnel there are no legal or disciplinary events that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

October 21, 2015 – A regulatory action against BOKFS by FINRA was resolved via an Acceptance, Waiver & Consent. The allegations were related to “fair and reasonable” pricing of corporate bond transactions.

June 18, 2015 – An order was issued against BOKFS by the U.S. Securities and Exchange Commission. The allegation was related to the due diligence conducted by the firm to establish a reasonable basis that certain material representations made by issuers in official statements connected with the offerings were accurate. The violations were self-reported by BOKFS pursuant to the SEC’s Municipalities Continuing Disclosure Cooperation (“MCDC”) Initiative.

March 11, 2019 – An order was issued against BOKFS by the U.S. Securities and Exchange Commission. The allegations were related to inadequate disclosure language in the firm’s ADV brochures regarding the selection of mutual fund share classes that contain 12b-1 fees when share classes that did not contain 12b-1 fees were potentially available. The violations were self-reported by BOKFS pursuant to the SEC’s Share Class Selection Disclosure (“SCSD”) Initiative.

Details of the events disclosed above can be found in the firm’s Form MA available through the SEC’s EDGAR Filing System

(<https://www.sec.gov/edgar/searchedgar/companysearch.html>). Search for “BOK Financial Securities, Inc.” to view the firm’s most recent Form MA filing.

Future Supplemental Disclosures. As required by MSRB Rule G-42, this Section may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest, or to provide updated information with regard to any legal or disciplinary events of BOKFS. BOKFS will provide Issuer with any such supplement or amendment as it becomes available throughout the term of the Engagement Letter.

Part C - Disclosures of Information Related to MSRB Rule G-10

MSRB Rule G-10 requires disclosure of the following:

1. BOK Financial Securities, Inc. (“BOKFS”) is registered with the Securities Exchange Commission (“SEC”) and the MSRB.
2. The MSRB’s website address is www.msrb.org.
3. The MSRB’s “Information for Municipal Advisory Clients” brochure describes the protections that may be provided by the MSRB and how to file a complaint with the appropriate regulatory authority. That brochure can be found at the following web address:

<http://www.msrb.org/~media/files/resources/msrb-ma-clients-brochure.ashx?>

MINUTES AND RESOLUTION AUTHORIZING SALE OF BONDS

Pursuant to notice given under the Open Meeting Act, the Board of Education of Independent School District Number 1 of McClain County, State of Oklahoma, met in special session in the Administrative Office Board Room, 101 North Main, Newcastle, Oklahoma in said school district on the 2nd day of May, 2023, at 8:00 A.M.

PRESENT:

ABSENT:

Notice of this special meeting was given in writing to the County Clerk of McClain County, Oklahoma at _____.m. on the ____ day of April, 2023, forty-eight (48) hours or more prior to this meeting, and public notice of this meeting, setting forth the date, time, place and agenda was posted on the front of the Administrative Building in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week at _____.m. on the ____ day of _____, 2023, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto).

Notice of said meeting and agenda have also been posted on the School District’s website in accordance with Title 74, Oklahoma Statutes, Section 3106.2.

(OTHER PROCEEDINGS)

Thereupon _____ introduced a Resolution by reading the Title, and upon motion by _____ seconded by _____, said Resolution was adopted by the following vote:

Aye:
Nay:

Said Resolution was thereupon signed by the President, attested by the Clerk, sealed with the seal of said School District, and is as follows:

RESOLUTION

A RESOLUTION FIXING THE AMOUNT OF BONDS TO MATURE EACH YEAR, FIXING THE TIME AND PLACE THE BONDS ARE TO BE SOLD, AND AUTHORIZING THE CLERK TO GIVE NOTICE OF SAID SALE AS REQUIRED BY LAW.

WHEREAS, the issuance of \$77,025,000 of bonds to provide funds for the purpose of improving or acquiring school sites, constructing, repairing, remodeling and equipping school buildings, and acquiring school furniture, fixtures and equipment; or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement (Proposition #1) by Independent School District Number 1 of McClain County, Oklahoma, has been duly

authorized at an election held for that purpose on the 23rd day of August, 2022 and certified by the County Election Board of McClain County, Oklahoma on the 26th day of August, 2022; and

WHEREAS, the issuance of \$2,725,000 of bonds to provide funds for the purpose of acquiring transportation equipment (including auxiliary transportation equipment and safety upgrades to certain transportation equipment); or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement (Proposition #2) by Independent School District Number 1 of McClain County, Oklahoma, has been duly authorized at an election held for that purpose on the 23rd day of August, 2022 and certified by the County Election Board of McClain County, Oklahoma on the 26th day of August, 2022; and

WHEREAS, Independent School District Number 1 of McClain County, Oklahoma, has previously determined to sell the approved Bonds in multiple series; and

WHEREAS, Independent School District Number 1 of McClain County, Oklahoma has previously issued the following bonds from the 2022 authorization:

2022 Authorization		
	Proposition #1 Building Bonds	Proposition #2 Transportation Bonds
Total Bonds Authorized	\$77,025,000	\$2,725,000
Amount Issued in 2022	\$465,000	\$345,000
Total Bonds Issued To Date	\$465,000	\$345,000
Proposed 2023 Combined Purpose Bonds (current issue)	\$2,890,000	\$610,000
Proposed 2023 Building Bonds (separate issue)	\$1,950,000	

WHEREAS, Independent School District Number 1 of McClain County, Oklahoma desires to issue at this time \$2,890,000 of the authorized Building Bonds (Proposition #1) and \$610,000 of the authorized Transportation Equipment Bonds (Proposition #2), and such bonds shall be known as the \$3,500,000 General Obligation Combined Purpose Bonds, Series 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 1 OF MCCLAIN COUNTY, OKLAHOMA:

SECTION 1. That the \$3,500,000 General Obligation Combined Purpose Bonds, Series 2023, of Independent School District Number 1 of McClain County, Oklahoma, authorized on the 23rd day of August, 2022, shall be offered for sale and that the Board of Education of Independent School District Number 1 of McClain County, Oklahoma, will receive bids by sealed bid, electronic bid (via PARITY) or similar secure electronic bid, at the Newcastle Public Schools Administrative Office, Office of the Superintendent, 101 N. Main, Newcastle, Oklahoma, on the 13th day of June, 2023, until 9:30 A.M., said Bonds to become due:

\$3,500,000 in two years from their date.

Said Bonds shall be awarded by the Board of Education of Independent School District Number 1 of McClain County, Oklahoma, on June 13, 2023, at 6:00 P.M., local time, at a meeting of said Board held at the Administrative Office, 101 N. Main, Newcastle, Oklahoma, and shall be sold to the bidder bidding the lowest rate of interest the Bonds shall bear, and agreeing to pay par and accrued interest for the Bonds.

SECTION 2. That the Clerk of the Board of Education is hereby ordered and directed to cause notice of the sale of said Bonds to be given as required by law.

Adopted this 2nd day of May, 2023.

President, Board of Education

ATTEST:

Clerk, Board of Education

(SEAL)

State of Oklahoma)
)SS.
County of McClain)

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 1 of McClain County, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution authorizing the sale of bonds for the purpose therein set out, adopted by said Board and transcript of proceedings of said Board, at a special meeting thereof held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

WITNESS my hand and official seal this 2nd day of May, 2023.

Clerk, Board of Education

(SEAL)

MINUTES AND RESOLUTION AUTHORIZING SALE OF BONDS

Pursuant to notice given under the Open Meeting Act, the Board of Education of Independent School District Number 1 of McClain County, State of Oklahoma, met in special session in the Administrative Office Board Room, 101 North Main, Newcastle, Oklahoma in said school district on the 2nd day of May, 2023, at 8:00 A.M.

PRESENT:

ABSENT:

Notice of this special meeting was given in writing to the County Clerk of McClain County, Oklahoma at _____.m. on the ____ day of April, 2023, forty-eight (48) hours or more prior to this meeting, and public notice of this meeting, setting forth the date, time, place and agenda was posted on the front of the Administrative Building in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week at _____.m. on the ____ day of _____, 2023, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto).

Notice of said meeting and agenda have also been posted on the School District’s website in accordance with Title 74, Oklahoma Statutes, Section 3106.2.

(OTHER PROCEEDINGS)

Thereupon _____ introduced a Resolution by reading the Title, and upon motion by _____ seconded by _____, said Resolution was adopted by the following vote:

Aye:
Nay:

Said Resolution was thereupon signed by the President, attested by the Clerk, sealed with the seal of said School District, and is as follows:

RESOLUTION

A RESOLUTION FIXING THE AMOUNT OF BONDS TO MATURE EACH YEAR, FIXING THE TIME AND PLACE THE BONDS ARE TO BE SOLD, AND AUTHORIZING THE CLERK TO GIVE NOTICE OF SAID SALE AS REQUIRED BY LAW.

WHEREAS, the issuance of \$77,025,000 of bonds to provide funds for the purpose of improving or acquiring school sites, constructing, repairing, remodeling and equipping school buildings, and acquiring school furniture, fixtures and equipment; or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement (Proposition #1) by Independent School District Number 1 of McClain County, Oklahoma, has been duly

authorized at an election held for that purpose on the 23rd day of August, 2022 and certified by the County Election Board of McClain County, Oklahoma on the 26th day of August, 2022; and

WHEREAS, the issuance of \$2,725,000 of bonds to provide funds for the purpose of acquiring transportation equipment (including auxiliary transportation equipment and safety upgrades to certain transportation equipment); or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement (Proposition #2) by Independent School District Number 1 of McClain County, Oklahoma, has been duly authorized at an election held for that purpose on the 23rd day of August, 2022 and certified by the County Election Board of McClain County, Oklahoma on the 26th day of August, 2022; and

WHEREAS, Independent School District Number 1 of McClain County, Oklahoma, has previously determined to sell the approved Bonds in multiple series; and

WHEREAS, Independent School District Number 1 of McClain County, Oklahoma has previously issued the following bonds from the 2022 authorization:

2022 Authorization		
	Proposition #1 Building Bonds	Proposition #2 Transportation Bonds
Total Bonds Authorized	\$77,025,000	\$2,725,000
Amount Issued in 2022	\$465,000	\$345,000
Total Bonds Issued To Date	\$465,000	\$345,000
Proposed 2023 Building Bonds (current issue)	\$1,950,000	
Proposed 2023 Combined Purpose Bonds (separate issue)	\$2,890,000	\$610,000

WHEREAS, Independent School District Number 1 of McClain County, Oklahoma desires to issue at this time \$1,950,000 of the authorized Building Bonds (Proposition #1) and such bonds shall be known as the \$1,950,000 General Obligation Building Bonds, Federally Taxable Series 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 1 OF MCCLAIN COUNTY, OKLAHOMA:

SECTION 1. That the \$1,950,000 General Obligation Building Bonds, Federally Taxable Series 2023, of Independent School District Number 1 of McClain County, Oklahoma, authorized on the 23rd day of August, 2022, shall be offered for sale and that the Board of Education of Independent School District Number 1 of McClain County, Oklahoma, will receive bids by sealed bid, electronic bid (via PARITY) or similar secure electronic bid, at the Newcastle Public Schools Administrative Office, Office of the Superintendent, 101 N. Main, Newcastle, Oklahoma, on the 13th day of June, 2023, until 10:00 A.M., said Bonds to become due:

\$1,950,000 in two years from their date.

Said Bonds shall be awarded by the Board of Education of Independent School District Number 1 of McClain County, Oklahoma, on June 13, 2023, at 6:00 P.M., local time, at a meeting of said Board held at the Administrative Office, 101 N. Main, Newcastle, Oklahoma, and shall be sold to the bidder bidding the lowest rate of interest the Bonds shall bear, and agreeing to pay par and accrued interest for the Bonds.

SECTION 2. That the Clerk of the Board of Education is hereby ordered and directed to cause notice of the sale of said Bonds to be given as required by law.

Adopted this 2nd day of May, 2023.

President, Board of Education

ATTEST:

Clerk, Board of Education

(SEAL)

State of Oklahoma)
)SS.
County of McClain)

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 1 of McClain County, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution authorizing the sale of bonds for the purpose therein set out, adopted by said Board and transcript of proceedings of said Board, at a special meeting thereof held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

WITNESS my hand and official seal this 2nd day of May, 2023.

Clerk, Board of Education

(SEAL)



t 405.235.3413 • f 405.235.2807
5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

AGREEMENT FOR BOND COUNSEL SERVICES

GENERAL OBLIGATION COMBINED PURPOSE BONDS, SERIES 2023 INDEPENDENT SCHOOL DISTRICT NO. 1, MCCLAIN COUNTY, OKLAHOMA (NEWCASTLE PUBLIC SCHOOLS)

THIS AGREEMENT is entered as of May 2, 2023, by and among THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”) and INDEPENDENT SCHOOL DISTRICT NO. 99, CUSTER COUNTY, OKLAHOMA (the “Issuer”), as follows:

RECITALS

WHEREAS, the Issuer desires to engage PFLG as bond counsel in connection with the approval of a transcript of proceedings relating to the approximate amount of \$3,500,000 General Obligation Combined Purpose Bonds, Series 2023 (the “Bonds”) of the Issuer; and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by Issuer as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Special Bond Counsel Services.* PFLG will render the following services as bond counsel to the Issuer:

- (1) Consultation with representatives of the District, including the Superintendent, the legal, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed Financing Plan.
- (2) Review of the bond transcript and other authorizing documents (the “Financing Documents”).
- (3) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as the Issuer may request, and assistance to the District staff in preparation of such explanations or presentations to the governing body of the Issuer as they may request.

- (4) Review of final closing papers to be executed by the Issuer required to effect delivery of the Bonds and coordination of the Bond closing.
- (5) Rendering of bond counsel's customary final legal opinion on the validity of the securities and, with respect to tax-exempt securities, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and the District acknowledge that the District shall be represented by the District's attorney (also referred to as "Legal Counsel") for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Legal Counsel to the extent requested by the District or its Legal Counsel.

PFLG and the District further acknowledge that the District shall be represented by BOK Financial Securities, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the District specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the District is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the District hereby advises PFLG that the District is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the District has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the District.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided, certifications made by, and opinions provided by counsel to, the District, the Independent Registered Municipal Advisor, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of District, Issuer or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Bonds, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to any Official Statement and/or any Continuing Disclosure Undertakings applicable to the Bonds (if any), including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material relating to the Bonds. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's

services will not extend past the date of issuance of the Bonds and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Bonds, Bond proceeds or the Project after issuance of the Bonds.

2. Compensation and Reimbursements.

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the District, PFLG shall be paid at the time of issuance a fixed fee of \$5,000.00.

B. *Expenses.* [Left Blank Intentionally]

C. *Payment.* Fees and expenses shall be payable by District at the time of issuance of the Bonds. Payment of all fees and expenses hereunder shall be made at closing by District and shall be entirely contingent upon issuance of the Bonds.

D. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by District, shall, at the option of District, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by District, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Bonds, provided that District shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Bonds or the District.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Bonds, PFLG will act as special counsel to the District with respect to issuance of the Bonds. District acknowledges that District shall be represented by in-house legal counsel for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall provide an opinion with respect to validity of the Bonds and the Financing Documents, and the tax status of interest on the Bonds, in a manner not inconsistent with the role of bond counsel described above.

District acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented,

is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Financing Plan or the Project or that may be involved with or adverse to the District in this or some other matter. PFLG agrees not to represent any such entity in connection with the Financing Plan, during the term of this Agreement, without the consent of the District. Given the special, limited role of bond counsel described above, the District acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and the District specifically consents to any and all such relationships.

Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than District and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of District except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. District may assign its rights and obligations under this Agreement to (but only to) any other financial institution that purchases the Bonds (if not the District). District shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and District in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of District and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

4. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

5. Notices.

All notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Jered T. Davidson

DISTRICT:

Independent School District No. 1 of McClain County, Oklahoma
(Newcastle Public Schools)
101 N. Main Street
Newcastle, OK 73065
Attention: Superintendent

[Remainder of Page Left Blank Intentionally]

District and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: 

Jered T. Davidson

**INDEPENDENT SCHOOL DISTRICT NO. 1,
MCCLAIN COUNTY, OKLAHOMA**

By: _____
Title: Chairperson, Board of Education



t 405.235.3413 • f 405.235.2807
5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

AGREEMENT FOR BOND COUNSEL SERVICES

GENERAL OBLIGATION BUILDING BONDS, FEDERALLY TAXABLE SERIES 2023 INDEPENDENT SCHOOL DISTRICT NO. 1, MCCLAIN COUNTY, OKLAHOMA (NEWCASTLE PUBLIC SCHOOLS)

THIS AGREEMENT is entered as of May 2, 2023, by and among THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”) and INDEPENDENT SCHOOL DISTRICT NO. 99, CUSTER COUNTY, OKLAHOMA (the “Issuer”), as follows:

RECITALS

WHEREAS, the Issuer desires to engage PFLG as bond counsel in connection with the approval of a transcript of proceedings relating to the approximate amount of \$1,950,000 General Obligation Building Bonds, Federally Taxable Series 2023 (the “Bonds”) of the Issuer; and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by Issuer as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Special Bond Counsel Services.* PFLG will render the following services as bond counsel to the Issuer:

- (1) Consultation with representatives of the District, including the Superintendent, the legal, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed Financing Plan.
- (2) Review of the bond transcript and other authorizing documents (the “Financing Documents”).
- (3) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as the Issuer may request, and assistance to the District staff in preparation of such explanations or presentations to the governing body of the Issuer as they may request.

- (4) Review of final closing papers to be executed by the Issuer required to effect delivery of the Bonds and coordination of the Bond closing.
- (5) Rendering of bond counsel's customary final legal opinion on the validity of the securities and, with respect to tax-exempt securities, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and the District acknowledge that the District shall be represented by the District's attorney (also referred to as "Legal Counsel") for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Legal Counsel to the extent requested by the District or its Legal Counsel.

PFLG and the District further acknowledge that the District shall be represented by BOK Financial Securities, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the District specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the District is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the District hereby advises PFLG that the District is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the District has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the District.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided, certifications made by, and opinions provided by counsel to, the District, the Independent Registered Municipal Advisor, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of District, Issuer or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Bonds, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to any Official Statement and/or any Continuing Disclosure Undertakings applicable to the Bonds (if any), including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material relating to the Bonds. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's

services will not extend past the date of issuance of the Bonds and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Bonds, Bond proceeds or the Project after issuance of the Bonds.

2. Compensation and Reimbursements.

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the District, PFLG shall be paid at the time of issuance a fixed fee of \$2,500.00.

B. *Expenses.* [Left Blank Intentionally]

C. *Payment.* Fees and expenses shall be payable by District at the time of issuance of the Bonds. Payment of all fees and expenses hereunder shall be made at closing by District and shall be entirely contingent upon issuance of the Bonds.

D. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by District, shall, at the option of District, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by District, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Bonds, provided that District shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Bonds or the District.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Bonds, PFLG will act as special counsel to the District with respect to issuance of the Bonds. District acknowledges that District shall be represented by in-house legal counsel for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall provide an opinion with respect to validity of the Bonds and the Financing Documents, and the tax status of interest on the Bonds, in a manner not inconsistent with the role of bond counsel described above.

District acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented,

is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Financing Plan or the Project or that may be involved with or adverse to the District in this or some other matter. PFLG agrees not to represent any such entity in connection with the Financing Plan, during the term of this Agreement, without the consent of the District. Given the special, limited role of bond counsel described above, the District acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and the District specifically consents to any and all such relationships.

Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than District and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of District except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. District may assign its rights and obligations under this Agreement to (but only to) any other financial institution that purchases the Bonds (if not the District). District shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and District in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of District and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

4. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

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PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Jered T. Davidson

DISTRICT:

Independent School District No. 1 of McClain County, Oklahoma
(Newcastle Public Schools)
101 N. Main Street
Newcastle, OK 73065
Attention: Superintendent

[Remainder of Page Left Blank Intentionally]

District and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: 

Jerred T. Davidson

**INDEPENDENT SCHOOL DISTRICT NO. 1,
MCCLAIN COUNTY, OKLAHOMA**

By: _____
Title: Chairperson, Board of Education

REQUEST FOR APPROVAL OF STATE AID AND/OR FEDERAL FUNDS FOR SCHOOLS

General FUND

Newcastle Public Schools

S.A. & I. 307 (2006)

School District I-001

To the County Clerk of McClain County, State of Oklahoma:

We, the undersigned, duly qualified and acting officers of the Governing Board of aforementioned school district of said County and State hereby certify that the notice of approval of the following State and/or Federal Funds has been received and is currently on file in the school's business office:

1.	Foundation & Salary Incentive	-\$100,533.29
2.	Flexible Benefit Allowance	\$122,343.37
3.	Reading Sufficiency	\$38,691.32
4.	Alt Ed	\$31,698.33
5.	OK Schools Covid-19 Prevention	\$300,000.00
6.		
7.		
8.		
	TOTAL	\$392,199.73

We, further certify that these funds are in addition to and in excess of the State and/or Federal Funds previously appropriated for the school district. We, therefore, request that the school's appropriations be increased by the following amounts:

Purpose of Item of Appropriations	Prior Approved Appropriations	Requested Application of Funds	Current Approved Appropriations	Added by County Clerk
1. Current Expense	\$21,838,399.91	\$392,199.73	\$22,230,599.64	
2. Interest Reserve			\$0.00	
3. Grand Total	\$21,838,399.91	\$392,199.73	\$22,230,599.64	

Submitted, by order of the Board, this 2nd day of May, 2023.

Board President

Board Clerk

CERTIFICATE OF COUNTY CLERK

STATE OF OKLAHOMA, COUNTY OF MCCLAIN, SS:

I, the duly qualified and acting County Clerk in and for the said County and State, do hereby certify that I have added the requested amounts to the appropriations of the school district in the manner requested by the School's Board of Education.

Done at _____ Oklahoma, this _____ day of _____, 20____.

_____, County Clerk

(SEAL)

By _____, Deputy



AGREEMENT
Revised March 21, 2023

PERSON OR ENTITY PLACING ORDER:

Name / Company	Mark Kasulis / MA+ Architecture		
Address	4000 Classen Blvd., Suite 100 N		
City, State, Zip	Oklahoma City, OK 73118		
Telephone	Office: 405-525-8806	Cell:	Fax: 405-525-8807
Email	markk@maplusarch.com		

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT ("CLIENT"):

Name / Company			
Address			
City, State, Zip			
Telephone	Office:	Cell:	Fax:
Email			

PROJECT NAME / DESCRIPTION: Newcastle Middle School Addition, Newcastle, OK

SCOPE OF SERVICES: See Exhibit A

FEES AND EXPENSES: See Exhibit B. Describe: _____

PAYMENT TERMS: 30 days Other: Within 30 days after receipt of invoice

SRB PROJECT MANAGER: Gary Noland, P.E. **EMAIL ADDRESS:** gary.noland@srbok.com

ADDITIONAL TERMS

For the consideration recited and mutual promises herein made, incorporating Page 1 as if set forth fully herein, the parties agree:

1. Location of Underground Utilities. The underground utilities shown on any plans or drawings produced or provided by SRB pursuant to this agreement have been located from field survey information, existing drawings, and other available information. SRB makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, or that the utilities shown are in the exact location indicated. SRB does not physically locate any underground utilities, therefore, unless otherwise expressly provided herein, SRB shall not be responsible for determining the exact location of any underground utilities. Client agrees that the contractor who performs the work shall be required to comply with all applicable statutes, ordinances, codes, rules, and regulations, and specifications regarding location of underground utilities, and shall be required to verify the accuracy of all measurements and the physical location of all underground utilities prior to commencing work or ordering materials.

2. Default/Remedies; Lien. Should either Party breach this agreement, the prevailing Party in any litigation shall have the right to recover all of such party's reasonable expenses and costs incurred by reason of such litigation, including, but not limited to, attorney's fees, court costs, and costs of suit preparation. Upon breach of this agreement by Client, Smith Roberts Baldischwiler, LLC ("SRB") may without notice or demand file a lien on the property for or upon which services have been performed and Client shall be responsible for all costs of filing, prosecution, and release of said lien, including but not limited to court costs, litigation costs, expenses, and attorneys' fees, in addition to any other remedies allowed by law.

3. Miscellaneous. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, such provisions shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible and in any event, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. SRB may terminate this agreement upon thirty (30) days written notice to Client, and in such event SRB shall be entitled to payment for all sums due up until the effective date of termination. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Oklahoma. Jurisdiction and Venue shall lie exclusively in the state and federal courts located Oklahoma County, Oklahoma. This Agreement is a final expression of the intent of the Parties and shall be modified only by a duly executed written instrument signed by both Parties. Failure to pursue any legal or equitable remedy or right available to a Party shall not constitute a waiver of such right, nor shall any such forbearance, failure or actual waiver imply or constitute waiver of subsequent default or breach. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such provision. Notwithstanding any other provision of this Agreement, neither party will be liable to the other for any punitive, indirect, special, consequential or incidental damages whatsoever, even if the parties were notified of the likelihood or possibility of such damages. The captions to the sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation. This Agreement shall be binding upon the Parties hereto, their respective heirs, successors and assigns, but shall not be assigned by any party hereto without the written consent of the other party. This Agreement may be executed in counter parts, each of which will be deemed an original and all of which together will constitute one instrument.

4. Progressive Billing / Late Payments. Unless provided otherwise herein, all work in progress may be invoiced monthly and is due within thirty (30) days from date of invoice. All past due payments bear interest at the rate of 1.5% per month. If payments are past due, in addition to its right to collect, SRB may suspend work or refuse to deliver the work ordered.

**PERSON OR ENTITY
PLACING ORDER**

**PERSON OR ENTITY
RESPONSIBLE FOR PAYMENT**

Name: _____ Date: _____
Title: _____

Name: _____ Date: _____
Title: _____

EXHIBIT A SCOPE OF SERVICES

Newcastle Middle School Addition include the design work associated with the classroom and storm shelter addition to two sides of the middle school building.

Basic Design Services (Civil Site Package):

Site Dimensional Control Plan – This work shall include complete dimensional information for the establishment of horizontal control and location of buildings, sidewalks, and other proposed improvements.

Site Grading, and Drainage Plan – This work shall include the site plan overlaid onto the topography with contours to establish the proposed grades, finish floor elevations, spot elevations, and drainage patterns.

Utility Plan – This work shall include the design and location of the new services for the private utilities to serve the facility. This doesn't include extending public utilities to the site. This work also includes coordination with the private utility companies to connect services to serve the new facility.

Site Detail Sheets - This work will include preparing all details for the Site Engineering work.

Specifications – This work will include the preparation of project specifications in a format acceptable to the Project Architect.

Erosion Control Plan – This work shall include the preparation of construction documents for work necessary to control erosion during construction to meet applicable EPA standards.

Misc. & Coordination with Owner & Architect - This work will include coordination with the Owner, Architect and other disciplines to complete the design for the Civil Site Package.

Construction Phase: During the Construction Phase, SRB will review the contractor's submittals, prepare any necessary change orders, prepare responses to any Request for Information, and make up to two (2) visits to the site during the construction process with the final site visit to include a punch list.

ITEMS TO BE PROVIDED TO SMITH ROBERTS BALDISCHWILER, LLC

This proposal is based upon the following items being provided to SRB:

- Site Plan in AUTOCAD Format
- Format requirements for project specifications

ITEMS NOT INCLUDED

The following items are not included in this proposal:

- Construction Staking
- Resident Inspection
- Extension of public utilities to the site
- Design Ready Topographical Survey
- Work related to site lighting
- Landscape/Irrigation Plans

EXHIBIT B FEES & EXPENSES

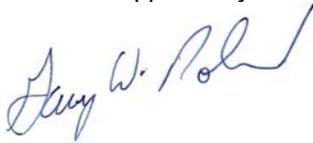
Proposed Fee (Basic Services)

The proposed fee for the civil engineering services as outlined is as follows.

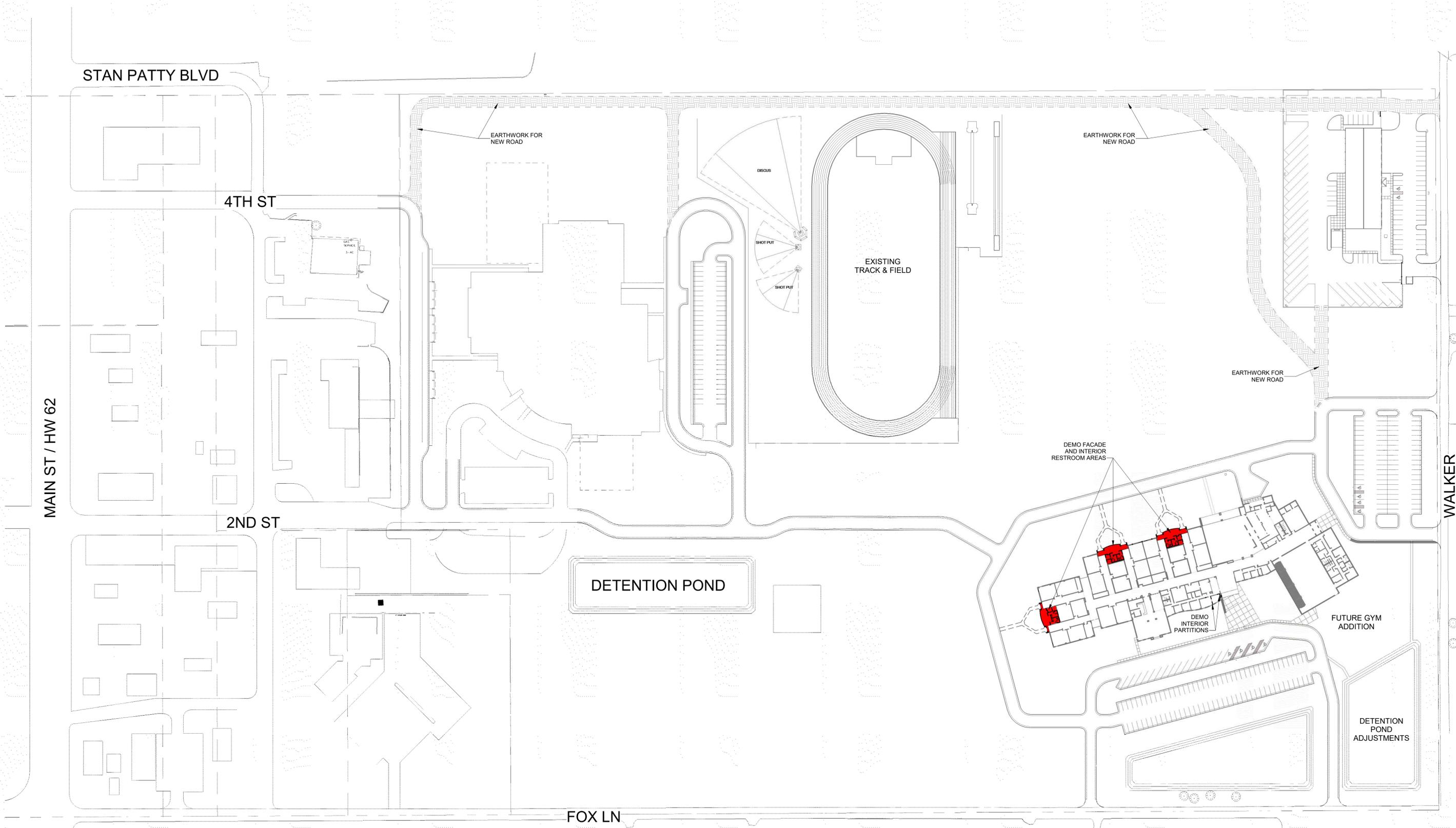
Civil Site Package	\$34,500.00
Construction Phase	<u>\$6,500.00</u>
Total Fee	\$41,000.00

Should the client require any of the above referenced additional services, they shall be provided at an agreed fee to be determined prior to the commencement of the services. All work shall be completed in accordance with the City development requirements, standards, and regulations. Reimbursable expenses such as permit fees, flow test on existing water lines, etc. will be forwarded with the invoice for reimbursement.

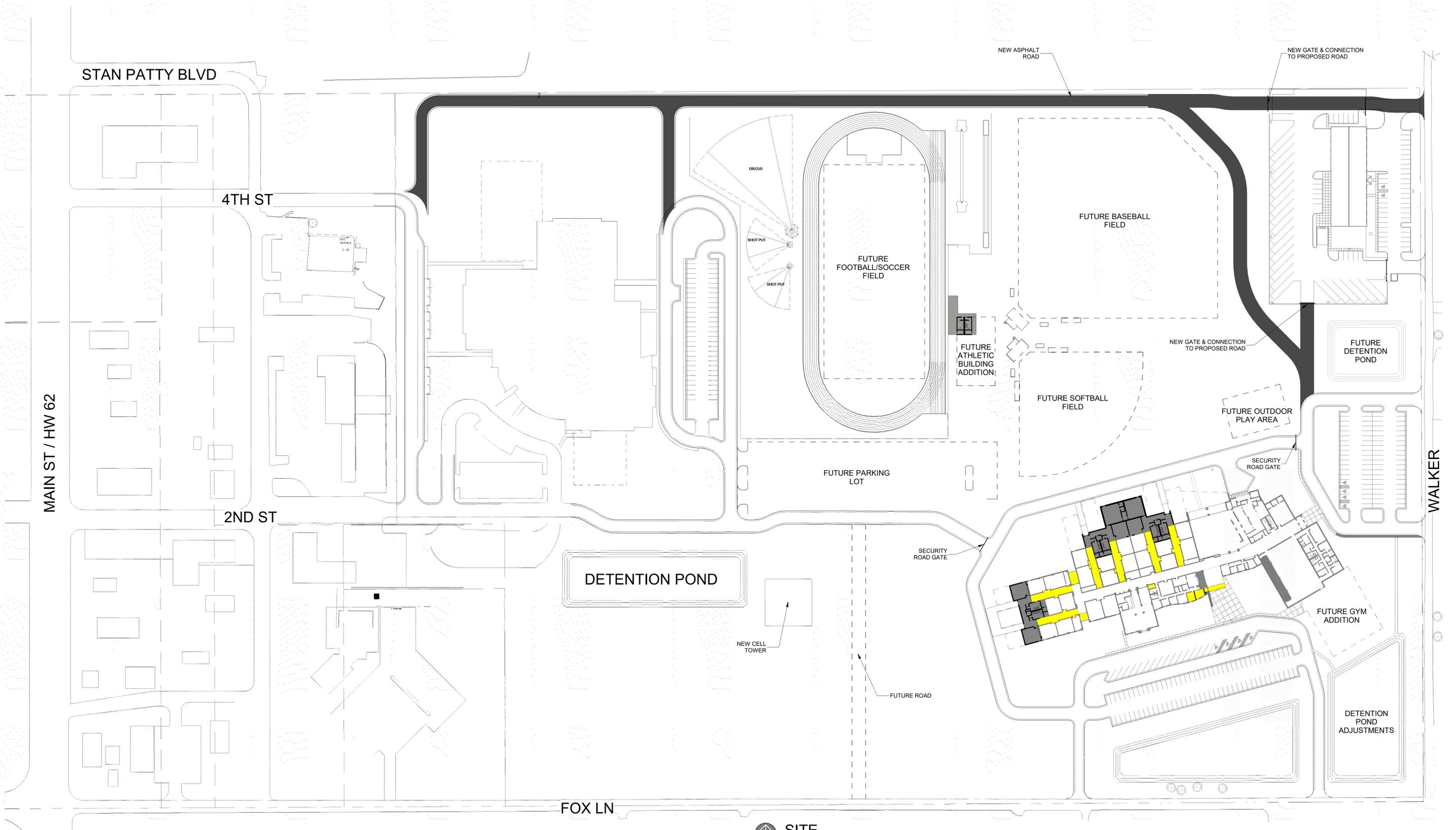
Submitted for approval by:



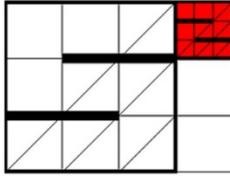
Gary W. Noland, P.E.
Smith Roberts Baldischwiler, LLC



SITE
SCALE: 1" = 80'-0"
TRUE NORTH




SITE
 SCALE: 1" = 80'-0"
 TRUE NORTH



SCHULTZ² ARCHITECTS, LLC

April 15, 2023

Peer Review Services Proposal

Mark Kasulis, Project Architect
MA+ Architecture
4000 North Classen Blvd.
Suite 100N
Oklahoma City, Oklahoma 73118

RE: Proposed Storm Shelter Peer Review Services
Newcastle Middle School Addition
Newcastle Public Schools
Newcastle, Oklahoma

Dear Mark,

Thank you for the opportunity to work with MA+ Architecture, herein referred to as Client, on this project. Please find herein the terms and conditions for our consulting services as outlined. If this proposal is acceptable, please sign and return one copy to us.

Project Scope

This proposal is based on the following scope of work:

Schultz Squared Architects LLC, herein referred to as Peer Reviewer will provide storm shelter peer review services for the Newcastle Middle School, Newcastle, Oklahoma. This project consists of two separate additions to the existing facility. A portion of one of the additions including two classrooms and support areas, approximately 2,900 square feet shall be designed and engineered to withstand tornadic forces and meet the requirements of the ICC 500-2014 as required by the current Building Code. In the existing building, there are currently best available refuge areas designed per FEMA guidelines which support the existing facility. The new storm shelter is sized to support occupants in the new additions.

Peer review services will consist of non-structural items analyzed per the requirements of ICC 500-2014, chapters 1, 4, 5, 6, 7, and applicable provisions in chapter 3. No FEMA grant funding is being utilized for this project therefore, the FEMA P-361 will not be used for basis of peer review.

The design team shall provide for peer review purposes an entire set of documents in PDF format in a single document for drawings, and single document for specifications (when available).

Documents shall be submitted for 95% Construction Documents phases or other phases deemed necessary by the Peer Reviewer based on specific project conditions. The design team shall also provide Peer Reviewer written responses and revisions to documents addressing previous phase peer review comments.

Shelter peer review services including both non-structural and structural shall include but not be limited to the following:

- Peer reviews shall be conducted by Peer Reviewer for the following intervals: 95% Construction Document Phase or other phase deemed necessary by the Peer Reviewer based on specific project conditions. Deliverables will be a peer review form addressing items that do not meet the intent of the ICC 500-2014 and/or storm shelter design recommendations.
- Periodic video/phone conference meetings with the A/E team during the design and documentation phases of the project. Meetings will be on an as-needed basis determined by the design team in conjunction with the Peer Reviewer and/or Client. No face-to-face meetings are anticipated.
- Q/A as needed during the design process.
- Deliverables will consist of final signed and sealed peer review report to be issued with permit set of documents to Authority Having Jurisdiction (AHJ) for the project location.

Services Not Provided

Peer review services not provided include, but are not limited to project planning, project design, construction administration, other code related issues, review of the host building not directly related to the storm shelters, shelter management plan production, travel time to/from Peer Reviewer's home office to project site, Client's office, and/or the office of the design team, and any other architectural/engineering services not listed under Project Scope above.

Fee

Compensation shall be a fixed fee of **\$3,500.00**.

Reimbursable Expenses

Reimbursable expenses for services provided per this agreement are not anticipated. If reimbursable expenses are foreseen by Peer Reviewer, written approval by the Client is required prior to those expenditures being incurred by Peer Reviewer. Reimbursable expense shall include but not be limited to vehicle mileage, meals, airline travel, lodging, travel time, plots, reproductions, photography, postage, web-based conferencing charges, and long-distance telephone charges including faxes, will be billed as a reimbursable expense. A multiple of 1.15 times the expenses incurred by the Peer Reviewer shall be applied. Peer Reviewer will endeavor to keep any reimbursable expenses to a minimum.

Payment

Regular monthly payment shall be made based on the work completed by the Peer Reviewer within 30 days of Client's receipt of Peer Reviewer's invoice. The amount unpaid 60 days after the invoice date shall bear a late payment fee of 1.5% per month (18% annual).

Limitation of Liability & Indemnification

In recognition of the relative risks and benefits of the project to both the Client and the Peer Reviewer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Peer Reviewer and Peer Reviewer's Sub-consultants, to the Client, Owner, Contractor, and all Subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Peer Reviewer and to all those named shall not exceed the Peer Reviewer's **total fee** for services rendered on the project for which the claim(s) originate. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Peer Reviewer harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her Subcontractors or other Consultants or anyone for whom the Client is legally liable and arising from the project that is the subject of this Agreement.

In consideration of Peer Reviewer performing a non-structural and structural review of the storm shelter portion of the project and the use of the comments, concerns, and recommendations, the document owners, and related parties agree that Peer Reviewer shall be entitled to rely upon the completeness and accuracy of all information provided to Peer Reviewer. The documents owner and related parties further agree that Peer Reviewer shall not be responsible in any way for errors omissions contained in any drawings or specifications prepared by others or for errors or omissions by others in incorporating the recommendations made by Peer Reviewer into the reports, drawings, or specifications. In addition, the document owners and related parties shall waive all claims against Peer Reviewer arising from the services performed by others on the project or from the services to be provided by Peer Reviewer.

Peer Reviewer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences of procedures or for safety precautions or programs in connection with the work, for the acts or omissions of the Client, its Subcontractors or any other person performing any of the work, or for the failure of any of them to carry out the work in accordance with the construction documents.

Dispute Resolution

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of Peer Reviewer's services, Peer Reviewer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration. The Client and Peer Reviewer shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association

April 15, 2023

currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the city project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

We look forward to working with you. If you have any questions or require further information, please give me a call. Thank you for this opportunity to be of service.

Sincerely,

Schultz Squared Architects LLC

Client: **MA+ Architecture**

Peer Reviewer: **Schultz Squared Architects LLC**



Signature

Print Name: _____

Print Title: _____

Date: _____

Signature

Print Name: Corey Schultz

Print Title: Vice President

Date: April 15, 2023

April 17th, 2023

Newcastle Public Schools
C/O: Mark Kasulis
MA+ Architecture
4000 N. Classen Blvd, Suite 100
Oklahoma City, OK 73118

RE: Newcastle Middle School Classroom Addition – ICC 500 Shelter Review
Newcastle, OK
Wallace Project No. 2360082

To Whom It May Concern:

At the request of Mark Kasulis, AIA, NCARB of MA+ Architecture, we have assembled a proposed scope of services and fees for structural engineering services on the project referenced above. The following exhibits are included below for your review:

Exhibit A:	Project Understanding
Exhibit B:	Scope of Services – Structural
Exhibit C:	Proposed Fees
Exhibit D:	Terms and Conditions

We appreciate the opportunity to provide this proposal and look forward to working with your firm on this project. If this proposal is acceptable, please sign the authorization on the Proposed Fees exhibit and return a copy to our office. If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,



Kevin P. Bahner, SE (OK)
Principal

cc: File

Please sign and return one copy of this page as authorization to proceed:

Name: _____ Date: _____

EXHIBIT A: PROJECT UNDERSTANDING

Project Name: Newcastle Middle School Classroom Addition – ICC 500 Shelter Review
Location: Newcastle, OK
Wallace Project No.: 2360082

Our proposed fees and scope of services are based on our understanding of the project as outlined below. This understanding is based on the email received on April 10th, 2023 and PDF conceptual floor plan of the shelter area location within the complex.

The structure will be a new classroom addition for Newcastle Middle School in Newcastle, Oklahoma. It will double as an ICC 500 storm shelter. It is anticipated that the shelter will consist of an approximate 3,200 SF shelter addition. The structure will be a one-story structural addition to the existing middle school complex. The structure will have a concrete composite roof over steel WF beams. Beams will be supported by cast-in-place concrete wall construction. Foundations are not known, but will be based on the project's geotechnical report.

EXHIBIT B: SCOPE OF SERVICES – STRUCTURAL

Project Name: Newcastle Middle School Classroom Addition – ICC 500 Shelter Review
Location: Newcastle, OK
Wallace Project No.: 2360082

Our review will be based on the ICC500-2014 design code and will only be related to structural items. Wallace Design Collective will provide a peer review report letter outlining any design issues that are found and will expect the project Engineer of Record to provide additional information as requested and address or resolve each item. Upon the resolution of all noted items, Wallace Design Collective will provide a signed and sealed letter confirming compliance with the design code.

EXHIBIT C: PROPOSED FEES

Project Name: Newcastle Middle School Classroom Addition – ICC 500 Shelter Review
Location: Newcastle, OK
Wallace Project No.: 2360082

We propose to provide structural engineering services for a fixed fee as listed below:

TOTAL STRUCTURAL FEE **\$ 3,000.00**

REIMBURSABLE EXPENSES:

Expenses such as reproduction, plotting, express delivery and shipping are considered reimbursable expenses and will be billed at 1.0 times cost.

ADDITIONAL SERVICES:

Services such as major revisions, design for unforeseen conditions and items not included the scope of services presented above will be considered additional services. Additional services will be billed at our hourly rates listed below or an agreed upon fixed fee. Additional services will not be started until we receive authorization to proceed. Please refer to the "Terms and Conditions" for more information.

Our Hourly Rates are as follows:

Principal	\$210	Technical Designer II	\$150
Associate	\$190	Technical Designer I	\$140
Professional Engineer II	\$165	CAD Technician III	\$135
Professional Engineer I	\$150	CAD Technician II	\$125
Intern Engineer	\$140	CAD Technician I	\$115
Director, Landscape Architecture	\$200	Landscape Architect II	\$150
Land Planner II	\$150	Landscape Architect I	\$120
Land Planner I	\$135	Intern Landscape Architect	\$100
Professional Land Surveyor II	\$165	Intern Land Surveyor	\$140
Professional Land Surveyor I	\$150	Survey Field Time: Add \$40/hr	
Sr. Registered Roof Consultant	\$240	Registered Roof Observer	\$125
Registered Roof Consultant	\$140		
Information Technologist	\$150	Administrative	\$100

EXHIBIT D: TERMS AND CONDITIONS

Project Name: Newcastle Middle School Classroom Addition – ICC 500 Shelter Review
Location: Newcastle, OK
Wallace Project No.: 2360082

FEE

Wallace Design Collective, PC ("Wallace") shall perform the services outlined in this Agreement for the stated Fee Arrangement.

- Where the Fee Arrangement is to be Fixed Fee, the fees are for the Scope of Services listed in the Agreement.
- Where the Fee Arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.
- Where the Fee Arrangement is to be on an hourly basis and a maximum Total Fee is offered, the Total Fee, excluding Reimbursable Expenses, shall not exceed the stated maximum.
- Where the Fee Arrangement is to be on an hourly basis and an estimate of the Total Fee is offered, the Total Fee, excluding Reimbursable Expenses, shall not be exceeded by more than ten percent without written approval of the Client.
- Where the Fee Arrangement is to be a percentage of construction cost, progress payments for each phase of "Scope of Services" shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work (Construction Cost). Compensation for completed work shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

If the Scope of Services covered by this Agreement have not been completed within twelve (12) months of the Contract Date, through no fault of Wallace, fees for Services beyond that time shall be equitably adjusted, or they shall be determined on an hourly basis at the Wallace's prevailing hourly rate.

REIMBURSABLE EXPENSES

Reimbursable Expenses are expenses incurred in connection with the project such as, but not limited to, transportation, meals and lodging for travel, overnight deliveries, courier services, professional services, sales taxes, and the cost of reproductions beyond those normally required for coordination and information purposes.

ADDITIONAL SERVICES

Services such as major revisions, unforeseen conditions and items not included the Scope of Services listed in the Agreement shall be considered Additional Services. Fees for Additional Services shall be determined on an hourly basis at Wallace's prevailing rate unless otherwise agreed in writing by Client and Wallace. Additional Services must be requested in writing and will not proceed without written authorization.

BILLINGS / PAYMENT

Invoices submitted for services and reimbursable expenses shall be considered past due if not paid within 30 days after the invoice date and Wallace may, without waving any claim or right against Client, and without liability whatsoever to Wallace, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance.

STANDARD OF CARE

The standard of care for all professional engineering and related services performed or furnished by Wallace under this Agreement will be the care and skill ordinarily used by members of Wallace’s engineering profession practicing under similar circumstances at the same time and in the same locality. Wallace makes no warranty, express or implied, under this Agreement or otherwise, in connection with Wallace’s services.

INDEMNIFICATION

The Client shall indemnify and hold harmless Wallace and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees recoverable under applicable law) arising from claims made by third parties, but only to the extent caused by the negligent act or omission and/or strict liability of Client, anyone directly or indirectly employed by the Client or anyone for whose acts any of them may be liable. Client shall not indemnify, hold harmless, nor assume any liability for Wallace’s own negligence or intentional wrongdoing.

Wallace shall indemnify and hold harmless Client and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees recoverable under applicable law) arising from claims made by third parties, but only to the extent caused by the negligent act or omission and/or strict liability of Wallace, anyone directly or indirectly employed by Wallace or anyone for whose acts any of them may be liable in the performance of professional services. Wallace shall not indemnify, hold harmless, nor assume any liability for Client’s own negligence or intentional wrongdoing.

TERMINATION OF SERVICES

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, Client shall pay Wallace for all services and reimbursable expenses to the date of termination. Termination expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which Wallace is not otherwise compensated.

HAZARDOUS MATERIALS

Wallace shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic materials in any form at the Project site.

MEANS AND METHODS

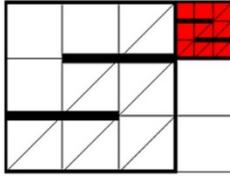
Wallace shall not be responsible for the construction means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the Work, nor shall the Wallace be responsible for the Construction Contractor's failure to carry out the work in accordance with the Drawings and Specifications.

MAINTENANCE OF INSURANCE

Until the services covered by this Agreement are completed plus for a period of twelve (12) months after completion of services, Wallace shall maintain (a) workers compensation insurance in accordance with state law and (b) liability insurance covering the type and variety of services Wallace provides under this agreement.

APPLICABLE LAW

Unless otherwise specified, this agreement shall be governed by the laws of Oklahoma.



SCHULTZ² ARCHITECTS, LLC

April 7, 2023

Peer Review Services Proposal

Mark Kasulis, Project Architect
MA+ Architecture
4000 North Classen Blvd.
Suite 100N
Oklahoma City, Oklahoma 73118

RE: Proposed Storm Shelter Peer Review Services
Newcastle High School Bond Addition
Newcastle Public Schools
Newcastle, Oklahoma

Dear Mark,

Thank you for the opportunity to work with MA+ Architecture, herein referred to as Client, on this project. Please find herein the terms and conditions for our consulting services as outlined. If this proposal is acceptable, please sign and return one copy to us.

Project Scope

This proposal is based on the following scope of work:

Schultz Squared Architects LLC, herein referred to as Peer Reviewer will provide storm shelter peer review services for the Newcastle High School, Newcastle, Oklahoma. This project consists of two separate additions to the existing facility. One of the additions, approximately 7,170 square feet shall be designed and engineered to withstand tornadic forces and meet the requirements of the ICC 500-2014 as required by the current Building Code.

Peer review services will consist of non-structural items analyzed per the requirements of ICC 500-2014, chapters 1, 4, 5, 6, 7, and applicable provisions in chapter 3. No FEMA grant funding is being utilized for this project therefore, the FEMA P-361 will not be used for basis of peer review.

The design team shall provide for peer review purposes an entire set of documents in PDF format in a single document for drawings, and single document for specifications (when available).

Documents shall be submitted for 95% Construction Documents phases or other phases deemed necessary by the Peer Reviewer based on specific project conditions. The design team shall also provide Peer Reviewer written responses and revisions to documents addressing previous phase peer review comments.

Shelter peer review services including both non-structural and structural shall include but not be limited to the following:

- Peer reviews shall be conducted by Peer Reviewer for the following intervals: 95% Construction Document Phase or other phase deemed necessary by the Peer Reviewer based on specific project conditions. Deliverables will be a peer review form addressing items that do not meet the intent of the ICC 500-2014 and/or storm shelter design recommendations.
- Periodic video/phone conference meetings with the A/E team during the design and documentation phases of the project. Meetings will be on an as-needed basis determined by the design team in conjunction with the Peer Reviewer and/or Client. No face-to-face meetings are anticipated.
- Q/A as needed during the design process.
- Deliverables will consist of final signed and sealed peer review report to be issued with permit set of documents to Authority Having Jurisdiction (AHJ) for the project location.

Services Not Provided

Peer review services not provided include, but are not limited to project planning, project design, construction administration, other code related issues, review of the host building not directly related to the storm shelters, shelter management plan production, travel time to/from Peer Reviewer's home office to project site, Client's office, and/or the office of the design team, and any other architectural/engineering services not listed under Project Scope above.

Fee

Compensation shall be a fixed fee of **\$3,500.00**.

Reimbursable Expenses

Reimbursable expenses for services provided per this agreement are not anticipated. If reimbursable expenses are foreseen by Peer Reviewer, written approval by the Client is required prior to those expenditures being incurred by Peer Reviewer. Reimbursable expense shall include but not be limited to vehicle mileage, meals, airline travel, lodging, travel time, plots, reproductions, photography, postage, web-based conferencing charges, and long-distance telephone charges including faxes, will be billed as a reimbursable expense. A multiple of 1.15 times the expenses incurred by the Peer Reviewer shall be applied. Peer Reviewer will endeavor to keep any reimbursable expenses to a minimum.

Payment

Regular monthly payment shall be made based on the work completed by the Peer Reviewer within 30 days of Client's receipt of Peer Reviewer's invoice. The amount unpaid 60 days after the invoice date shall bear a late payment fee of 1.5% per month (18% annual).

Limitation of Liability & Indemnification

In recognition of the relative risks and benefits of the project to both the Client and the Peer Reviewer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Peer Reviewer and Peer Reviewer's Sub-consultants, to the Client, Owner, Contractor, and all Subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Peer Reviewer and to all those named shall not exceed the Peer Reviewer's **total fee** for services rendered on the project for which the claim(s) originate. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Peer Reviewer harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her Subcontractors or other Consultants or anyone for whom the Client is legally liable and arising from the project that is the subject of this Agreement.

In consideration of Peer Reviewer performing a non-structural and structural review of the storm shelter portion of the project and the use of the comments, concerns, and recommendations, the document owners, and related parties agree that Peer Reviewer shall be entitled to rely upon the completeness and accuracy of all information provided to Peer Reviewer. The documents owner and related parties further agree that Peer Reviewer shall not be responsible in any way for errors omissions contained in any drawings or specifications prepared by others or for errors or omissions by others in incorporating the recommendations made by Peer Reviewer into the reports, drawings, or specifications. In addition, the document owners and related parties shall waive all claims against Peer Reviewer arising from the services performed by others on the project or from the services to be provided by Peer Reviewer.

Peer Reviewer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences of procedures or for safety precautions or programs in connection with the work, for the acts or omissions of the Client, its Subcontractors or any other person performing any of the work, or for the failure of any of them to carry out the work in accordance with the construction documents.

Dispute Resolution

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of Peer Reviewer's services, Peer Reviewer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration. The Client and Peer Reviewer shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association

currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the city project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

We look forward to working with you. If you have any questions or require further information, please give me a call. Thank you for this opportunity to be of service.

Sincerely,

Schultz Squared Architects LLC

Client: **MA+ Architecture**

Peer Reviewer: **Schultz Squared Architects LLC**



Signature

Print Name: _____

Print Title: _____

Date: _____

Signature

Print Name: Corey Schultz

Print Title: Vice President

Date: April 7, 2023

April 17th, 2023

Newcastle Public Schools
C/O: Mark Kasulis
MA+ Architecture
4000 N. Classen Blvd, Suite 100
Oklahoma City, OK 73118

RE: Newcastle High School Band Room Addition – ICC 500 Shelter Review
Newcastle, OK
Wallace Project No. 2360081

To Whom It May Concern:

At the request of Mark Kasulis, AIA, NCARB of MA+ Architecture, we have assembled a proposed scope of services and fees for structural engineering services on the project referenced above. The following exhibits are included below for your review:

Exhibit A:	Project Understanding
Exhibit B:	Scope of Services – Structural
Exhibit C:	Proposed Fees
Exhibit D:	Terms and Conditions

We appreciate the opportunity to provide this proposal and look forward to working with your firm on this project. If this proposal is acceptable, please sign the authorization on the Proposed Fees exhibit and return a copy to our office. If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,



Kevin P. Bahner, SE (OK)
Principal

cc: File

Please sign and return one copy of this page as authorization to proceed:

Name: _____ Date: _____

EXHIBIT A: PROJECT UNDERSTANDING

Project Name: Newcastle High School Band Room Addition – ICC 500 Shelter Review
Location: Newcastle, OK
Wallace Project No.: 2360081

Our proposed fees and scope of services are based on our understanding of the project as outlined below. This understanding is based on the email received on April 10th, 2023 and PDF conceptual floor plan of the shelter area location within the complex.

The structure will be a new band room for Newcastle High School in Newcastle, Oklahoma. It will double as an ICC 500 storm shelter. It is anticipated that the shelter will consist of an approximate 6,500 SF shelter addition. The structure will be a two-story space with storage and offices at a mezzanine level and a vestibule connecting to the existing school structure. The structure will have a concrete composite roof over steel WF beams. Beams will be supported by precast tilt-wall construction. Foundations are not known, but will be based on the project's geotechnical report,

EXHIBIT B: SCOPE OF SERVICES – STRUCTURAL

Project Name: Newcastle High School Band Room Addition – ICC 500 Shelter Review
Location: Newcastle, OK
Wallace Project No.: 2360081

Our review will be based on the ICC500-2014 design code and will only be related to structural items. Wallace Design Collective will provide a peer review report letter outlining any design issues that are found and will expect the project Engineer of Record to provide additional information as requested and address or resolve each item. Upon the resolution of all noted items, Wallace Design Collective will provide a signed and sealed letter confirming compliance with the design code.

EXHIBIT C: PROPOSED FEES

Project Name: Newcastle High School Band Room Addition – ICC 500 Shelter Review
Location: Newcastle, OK
Wallace Project No.: 2360081

We propose to provide structural engineering services for a fixed fee as listed below:

TOTAL STRUCTURAL FEE \$ 3,000.00

REIMBURSABLE EXPENSES:

Expenses such as reproduction, plotting, express delivery and shipping are considered reimbursable expenses and will be billed at 1.0 times cost.

ADDITIONAL SERVICES:

Services such as major revisions, design for unforeseen conditions and items not included the scope of services presented above will be considered additional services. Additional services will be billed at our hourly rates listed below or an agreed upon fixed fee. Additional services will not be started until we receive authorization to proceed. Please refer to the "Terms and Conditions" for more information.

Our Hourly Rates are as follows:

Principal	\$210	Technical Designer II	\$150
Associate	\$190	Technical Designer I	\$140
Professional Engineer II	\$165	CAD Technician III	\$135
Professional Engineer I	\$150	CAD Technician II	\$125
Intern Engineer	\$140	CAD Technician I	\$115
Director, Landscape Architecture	\$200	Landscape Architect II	\$150
Land Planner II	\$150	Landscape Architect I	\$120
Land Planner I	\$135	Intern Landscape Architect	\$100
Professional Land Surveyor II	\$165	Intern Land Surveyor	\$140
Professional Land Surveyor I	\$150	Survey Field Time: Add \$40/hr	
Sr. Registered Roof Consultant	\$240	Registered Roof Observer	\$125
Registered Roof Consultant	\$140		
Information Technologist	\$150	Administrative	\$100

EXHIBIT D: TERMS AND CONDITIONS

Project Name: Newcastle High School Band Room Addition – ICC 500 Shelter Review
Location: Newcastle, OK
Wallace Project No.: 2360081

FEE

Wallace Design Collective, PC ("Wallace") shall perform the services outlined in this Agreement for the stated Fee Arrangement.

- Where the Fee Arrangement is to be Fixed Fee, the fees are for the Scope of Services listed in the Agreement.
- Where the Fee Arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.
- Where the Fee Arrangement is to be on an hourly basis and a maximum Total Fee is offered, the Total Fee, excluding Reimbursable Expenses, shall not exceed the stated maximum.
- Where the Fee Arrangement is to be on an hourly basis and an estimate of the Total Fee is offered, the Total Fee, excluding Reimbursable Expenses, shall not be exceeded by more than ten percent without written approval of the Client.
- Where the Fee Arrangement is to be a percentage of construction cost, progress payments for each phase of "Scope of Services" shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work (Construction Cost). Compensation for completed work shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

If the Scope of Services covered by this Agreement have not been completed within twelve (12) months of the Contract Date, through no fault of Wallace, fees for Services beyond that time shall be equitably adjusted, or they shall be determined on an hourly basis at the Wallace's prevailing hourly rate.

REIMBURSABLE EXPENSES

Reimbursable Expenses are expenses incurred in connection with the project such as, but not limited to, transportation, meals and lodging for travel, overnight deliveries, courier services, professional services, sales taxes, and the cost of reproductions beyond those normally required for coordination and information purposes.

ADDITIONAL SERVICES

Services such as major revisions, unforeseen conditions and items not included the Scope of Services listed in the Agreement shall be considered Additional Services. Fees for Additional Services shall be determined on an hourly basis at Wallace's prevailing rate unless otherwise agreed in writing by Client and Wallace. Additional Services must be requested in writing and will not proceed without written authorization.

BILLINGS / PAYMENT

Invoices submitted for services and reimbursable expenses shall be considered past due if not paid within 30 days after the invoice date and Wallace may, without waving any claim or right against Client, and without liability whatsoever to Wallace, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance.

STANDARD OF CARE

The standard of care for all professional engineering and related services performed or furnished by Wallace under this Agreement will be the care and skill ordinarily used by members of Wallace's engineering profession practicing under similar circumstances at the same time and in the same locality. Wallace makes no warranty, express or implied, under this Agreement or otherwise, in connection with Wallace's services.

INDEMNIFICATION

The Client shall indemnify and hold harmless Wallace and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees recoverable under applicable law) arising from claims made by third parties, but only to the extent caused by the negligent act or omission and/or strict liability of Client, anyone directly or indirectly employed by the Client or anyone for whose acts any of them may be liable. Client shall not indemnify, hold harmless, nor assume any liability for Wallace's own negligence or intentional wrongdoing.

Wallace shall indemnify and hold harmless Client and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees recoverable under applicable law) arising from claims made by third parties, but only to the extent caused by the negligent act or omission and/or strict liability of Wallace, anyone directly or indirectly employed by Wallace or anyone for whose acts any of them may be liable in the performance of professional services. Wallace shall not indemnify, hold harmless, nor assume any liability for Client's own negligence or intentional wrongdoing.

TERMINATION OF SERVICES

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, Client shall pay Wallace for all services and reimbursable expenses to the date of termination. Termination expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which Wallace is not otherwise compensated.

HAZARDOUS MATERIALS

Wallace shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic materials in any form at the Project site.

MEANS AND METHODS

Wallace shall not be responsible for the construction means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the Work, nor shall the Wallace be responsible for the Construction Contractor's failure to carry out the work in accordance with the Drawings and Specifications.

MAINTENANCE OF INSURANCE

Until the services covered by this Agreement are completed plus for a period of twelve (12) months after completion of services, Wallace shall maintain (a) workers compensation insurance in accordance with state law and (b) liability insurance covering the type and variety of services Wallace provides under this agreement.

APPLICABLE LAW

Unless otherwise specified, this agreement shall be governed by the laws of Oklahoma.



ACOUSTIC CONSULTING PROPOSAL FOR NEWCASTLE HS BAND ROOM

4.7.2023

PREPARED FOR

Mark Kasulis, AIA, NCARB
MA+ Architecture
110 N Mercedes Drive, Suite 200, Norman, OK 73069
405.525.8806 | markk@maplusarch.com

INTRO

Dear Mark,

Idibri is very interested in becoming part of your design team for this project.

Newcastle High School is renovating a portion of their existing building and adding a Cafeteria/Dining, Classrooms, and a Band Hall which will also serve as a storm shelter. The Band Hall consists of a large volume with smaller practice rooms and an Office at the mezzanine level.

Our scope will be focused on acoustical recommendations to ensure the room functions for the schools program.

The following pages include our proposal and introduce you to the members of our team and our experience. We are delighted with this opportunity, and look forward to the possibility of working with you.

Best Regards,

Courtney Schoedel

Courtney Schoedel, LEED AP, INCE Bd Cert.
Associate Vice President, Acoustics
Idibri, Inc. a Salas O'Brien Company
D | 469.726.4267 | courtney.schoedel@salasobrien.com



SCOPE OF WORK

Acoustics. Recommendations for room shaping and interior treatments including wall and ceiling shaping, acoustical panels or diffusion, flooring and ceiling materials to provide an appropriate acoustical environment.

Sound Isolation. Recommendations for wall constructions to/from the Band Room to adjacent spaces (Practice rooms, restrooms, office, etc).

Mechanical Noise & Vibration Control. We will run mechanical noise calculations to verify that the background noise levels will be appropriate for the use of the space. We will provide dynamic insertion loss (DIL) values for any silencers needed for mitigation.

PROCESS

Schematic Design

- We will participate in virtual meetings with the design team to review and establish the prioritized program with respect to acoustic goals.
- We will issue an initial acoustics report containing recommendations for shaping, finishes and wall constructions. We will also issue our guidelines for mechanical design and vibration control.
- We will review our recommendations with the design team, respond to any questions and discuss approaches for implementation of our recommendations.
- **Optional scope:** We will provide wall constructions and finishes for Cafeteria/Dining spaces.

Design Development

- Attendance at design team meetings (virtual) to coordinate our acoustics input.
- Review architectural drawings and provide information (e.g. conceptual details, performance spec language, product options, etc) to be incorporated into the Design Documents.
- **Optional scope:** We will be available to discuss various finish options/products for the Cafeteria/Dining.

Drawing Reviews

- ☑ 100% Design Development Review

Construction Documents

- Attendance at design team meetings (virtual) for continued coordination on our acoustics input.
- Ongoing review of architectural and mechanical drawings and/or specification for the inclusion of recommendations.
- **Optional scope:** We will review the documentation for implementation of finishes for the Cafeteria/Dining.

Drawing Reviews

- ☑ 50% Construction Document Review
- ☑ 90% Construction Document Review

CHPS/LEED/WELL Documentation

- We understand the project is not planning to seek certification from CHPS/LEED/WELL. We have not included scope related to these processes.



Construction Administration

Our involvement during the CA phase provides a method for monitoring potential changes in products for the owner so that the desired performance is maintained throughout the project. We will:

- Respond to RFIs and field issues related to acoustics, sound isolation or mechanical noise control.
- Review submittals related to products for acoustics and mechanical systems.
- Upon completion of the project, we will provide a single site visit with follow up report confirming that the acoustics design has been met and, if applicable, make additional recommendations where improvements to the acoustics are warranted.

FEES

PHASE	BAND HALL	OPTIONAL SCOPE	INCLUDED SITE VISITS
Programming - Schematic Design	\$2,300	\$800	-
Design Development	\$4,100	\$600	-
Construction Documents	\$6,000	\$200	-
Construction Administration	\$5,600	\$200	1 Site Visit
	\$18,000	\$1,800	

Notes

Fees are based on all scope being performed on the same timeline and a project completion date prior to December 2026. We only bill for work performed and professional fees are invoiced monthly based on percentage of completion due within 30 days of invoice date.

Reimbursable expenses (i.e. mileage, airfare, hotel, per diem, rental cars, expedited delivery service, plotting costs, etc.) that are incurred in connection with providing the services described above will be invoiced separate to consulting fees as they occur, at cost. We anticipate electronic deliverables.





AGREEMENT
Revised March 21, 2023

PERSON OR ENTITY PLACING ORDER:

Name / Company	Mark Kasulis / MA+ Architecture		
Address	4000 Classen Blvd., Suite 100 N		
City, State, Zip	Oklahoma City, OK 73118		
Telephone	Office: 405-525-8806	Cell:	Fax: 405-525-8807
Email	markk@maplusarch.com		

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT ("CLIENT"):

Name / Company			
Address			
City, State, Zip			
Telephone	Office:	Cell:	Fax:
Email			

PROJECT NAME / DESCRIPTION: Newcastle High School Addition, Newcastle, OK

SCOPE OF SERVICES: See Exhibit A

FEES AND EXPENSES: See Exhibit B. Describe: _____

PAYMENT TERMS: 30 days Other: Within 30 days after receipt of invoice

SRB PROJECT MANAGER: Gary Noland, P.E. **EMAIL ADDRESS:** gary.noland@srbok.com

ADDITIONAL TERMS

For the consideration recited and mutual promises herein made, incorporating Page 1 as if set forth fully herein, the parties agree:

1. Location of Underground Utilities. The underground utilities shown on any plans or drawings produced or provided by SRB pursuant to this agreement have been located from field survey information, existing drawings, and other available information. SRB makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, or that the utilities shown are in the exact location indicated. SRB does not physically locate any underground utilities, therefore, unless otherwise expressly provided herein, SRB shall not be responsible for determining the exact location of any underground utilities. Client agrees that the contractor who performs the work shall be required to comply with all applicable statutes, ordinances, codes, rules, and regulations, and specifications regarding location of underground utilities, and shall be required to verify the accuracy of all measurements and the physical location of all underground utilities prior to commencing work or ordering materials.

2. Default/Remedies; Lien. Should either Party breach this agreement, the prevailing Party in any litigation shall have the right to recover all of such party's reasonable expenses and costs incurred by reason of such litigation, including, but not limited to, attorney's fees, court costs, and costs of suit preparation. Upon breach of this agreement by Client, Smith Roberts Baldischwiler, LLC ("SRB") may without notice or demand file a lien on the property for or upon which services have been performed and Client shall be responsible for all costs of filing, prosecution, and release of said lien, including but not limited to court costs, litigation costs, expenses, and attorneys' fees, in addition to any other remedies allowed by law.

3. Miscellaneous. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, such provisions shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible and in any event, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. SRB may terminate this agreement upon thirty (30) days written notice to Client, and in such event SRB shall be entitled to payment for all sums due up until the effective date of termination. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Oklahoma. Jurisdiction and Venue shall lie exclusively in the state and federal courts located Oklahoma County, Oklahoma. This Agreement is a final expression of the intent of the Parties and shall be modified only by a duly executed written instrument signed by both Parties. Failure to pursue any legal or equitable remedy or right available to a Party shall not constitute a waiver of such right, nor shall any such forbearance, failure or actual waiver imply or constitute waiver of subsequent default or breach. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such provision. Notwithstanding any other provision of this Agreement, neither party will be liable to the other for any punitive, indirect, special, consequential or incidental damages whatsoever, even if the parties were notified of the likelihood or possibility of such damages. The captions to the sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation. This Agreement shall be binding upon the Parties hereto, their respective heirs, successors and assigns, but shall not be assigned by any party hereto without the written consent of the other party. This Agreement may be executed in counter parts, each of which will be deemed an original and all of which together will constitute one instrument.

4. Progressive Billing / Late Payments. Unless provided otherwise herein, all work in progress may be invoiced monthly and is due within thirty (30) days from date of invoice. All past due payments bear interest at the rate of 1.5% per month. If payments are past due, in addition to its right to collect, SRB may suspend work or refuse to deliver the work ordered.

**PERSON OR ENTITY
PLACING ORDER**

**PERSON OR ENTITY
RESPONSIBLE FOR PAYMENT**

Name: _____ Date: _____
Title: _____

Name: _____ Date: _____
Title: _____

EXHIBIT A SCOPE OF SERVICES

Newcastle High School and Storm Shelter Addition include the design work associated with the classroom and storm shelter addition to the high school building. The addition will connect existing buildings, demolition of existing parking lots and drives and the design of new drives and parking lots at the high school.

Basic Design Services (Civil Site Package):

Site Dimensional Control Plan – This work shall include complete dimensional information for the establishment of horizontal control and location of buildings, sidewalks, and other proposed improvements.

Site Grading, and Drainage Plan – This work shall include the site plan overlaid onto the topography with contours to establish the proposed grades, finish floor elevations, spot elevations, and drainage patterns.

Utility Plan – This work shall include the design and location of the new services for the private utilities to serve the facility. This doesn't include extending public utilities to the site. This work also includes coordination with the private utility companies to connect services to serve the new facility.

Site Detail Sheets - This work will include preparing all details for the Site Engineering work.

Specifications – This work will include the preparation of project specifications in a format acceptable to the Project Architect.

Erosion Control Plan – This work shall include the preparation of construction documents for work necessary to control erosion during construction to meet applicable EPA standards.

Misc. & Coordination with Owner & Architect - This work will include coordination with the Owner, Architect and other disciplines to complete the design for the Civil Site Package.

Construction Phase: During the Construction Phase, SRB will review the contractor's submittals, prepare any necessary change orders, prepare responses to any Request for Information, and make up to two (2) visits to the site during the construction process with the final site visit to include a punch list.

ITEMS TO BE PROVIDED TO SMITH ROBERTS BALDISCHWILER, LLC

This proposal is based upon the following items being provided to SRB:

- Site Plan in AUTOCAD Format
- Format requirements for project specifications

ITEMS NOT INCLUDED

The following items are not included in this proposal:

- Construction Staking
- Resident Inspection
- Extension of public utilities to the site
- Design Ready Topographical Survey
- Work related to site lighting
- Landscape/Irrigation Plans

EXHIBIT B FEES & EXPENSES

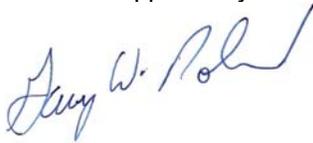
Proposed Fee (Basic Services)

The proposed fee for the civil engineering services as outlined is as follows.

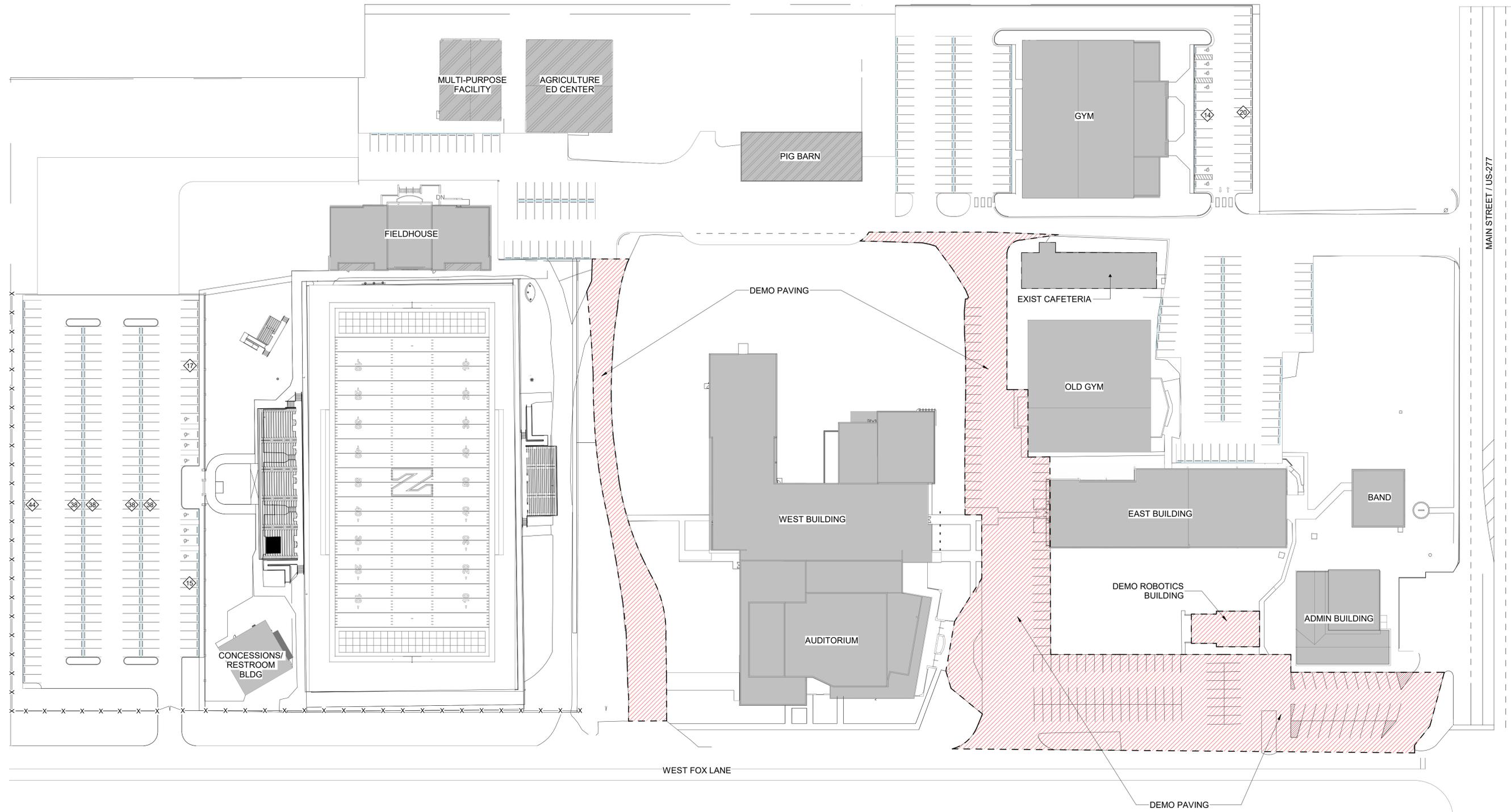
Civil Site Package	\$165,000.00
Construction Phase	<u>\$25,000.00</u>
Total Fee	\$190,000.00

Should the client require any of the above referenced additional services, they shall be provided at an agreed fee to be determined prior to the commencement of the services. All work shall be completed in accordance with the City development requirements, standards, and regulations. Reimbursable expenses such as permit fees, flow test on existing water lines, etc. will be forwarded with the invoice for reimbursement.

Submitted for approval by:



Gary W. Noland, P.E.
Smith Roberts Baldischwiler, LLC



SITE DEMO PLAN
SCALE: 1" = 50'-0"



WWW.MAPLUSARCH.COM
405.525.8806
OKLAHOMA CITY
NORMAN
WEATHERFORD

NEWCASTLE HIGH SCHOOL MASTER PLAN

OVERALL SITE DEMO PLAN

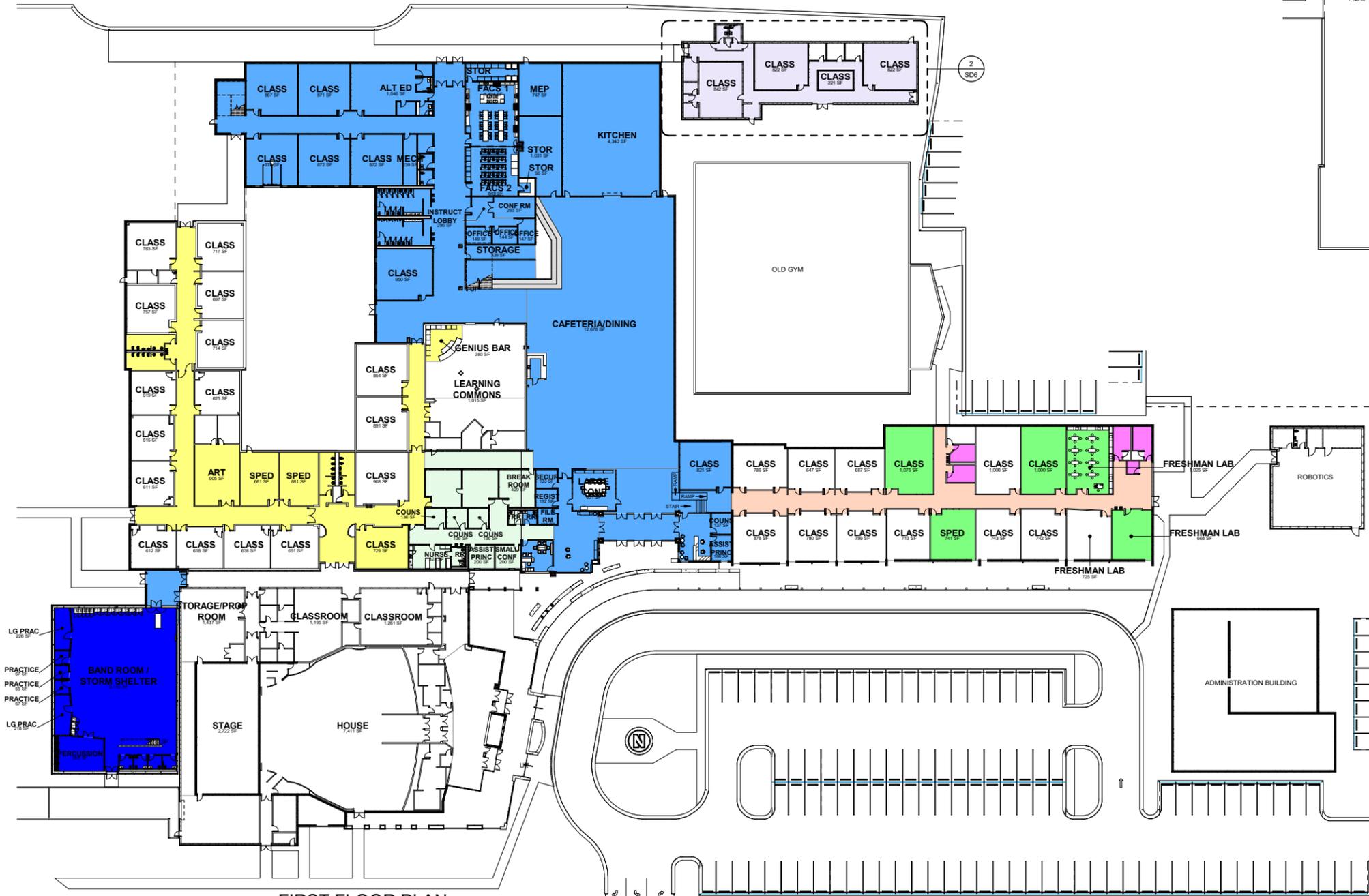
09/15/22

Project: E53

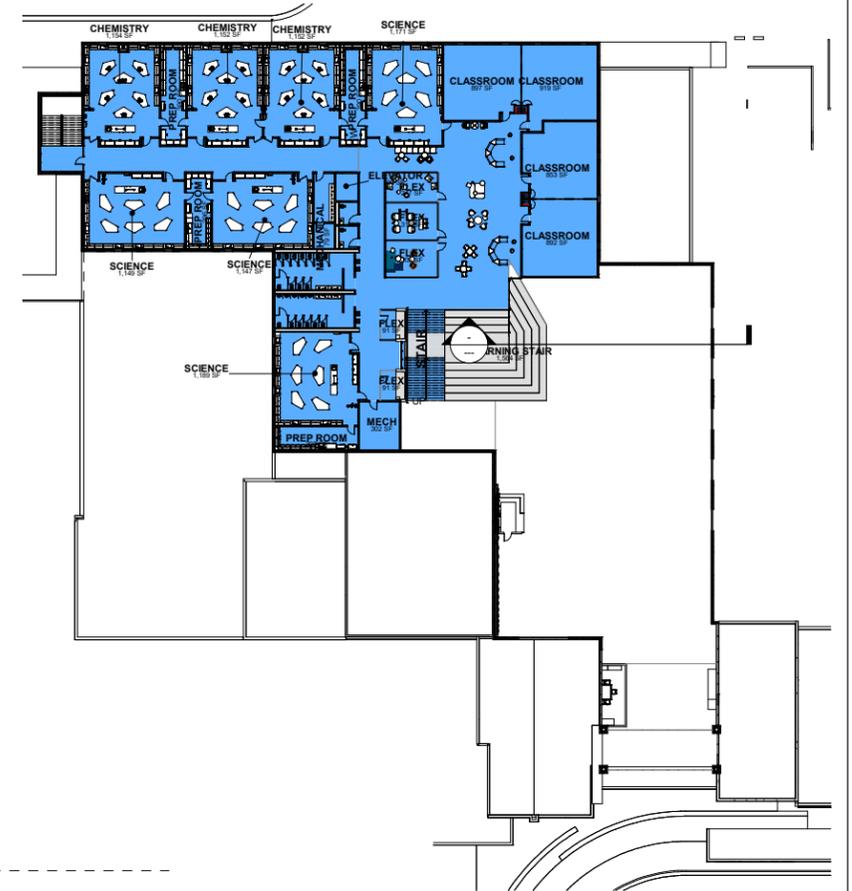
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Department Legend

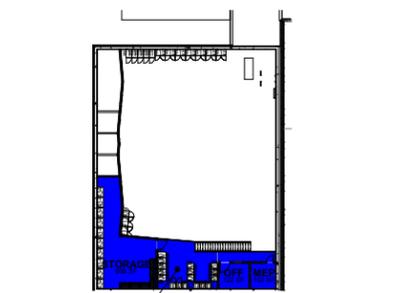
- Addition
- Addition- Storm Shelter
- Renovation
- Renovation- Cafeteria
- Renovation- Corridors
- Renovation- East Building Classrooms
- Renovation- Restrooms
- Renovation- West Building



FIRST FLOOR PLAN
SCALE: 1" = 30'-0"



SECOND FLOOR PLAN
SCALE: 1" = 30'-0"



SECOND FLOOR PLAN- BAND
SCALE: 1" = 30'-0"



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NORMAN
WEATHERFORD

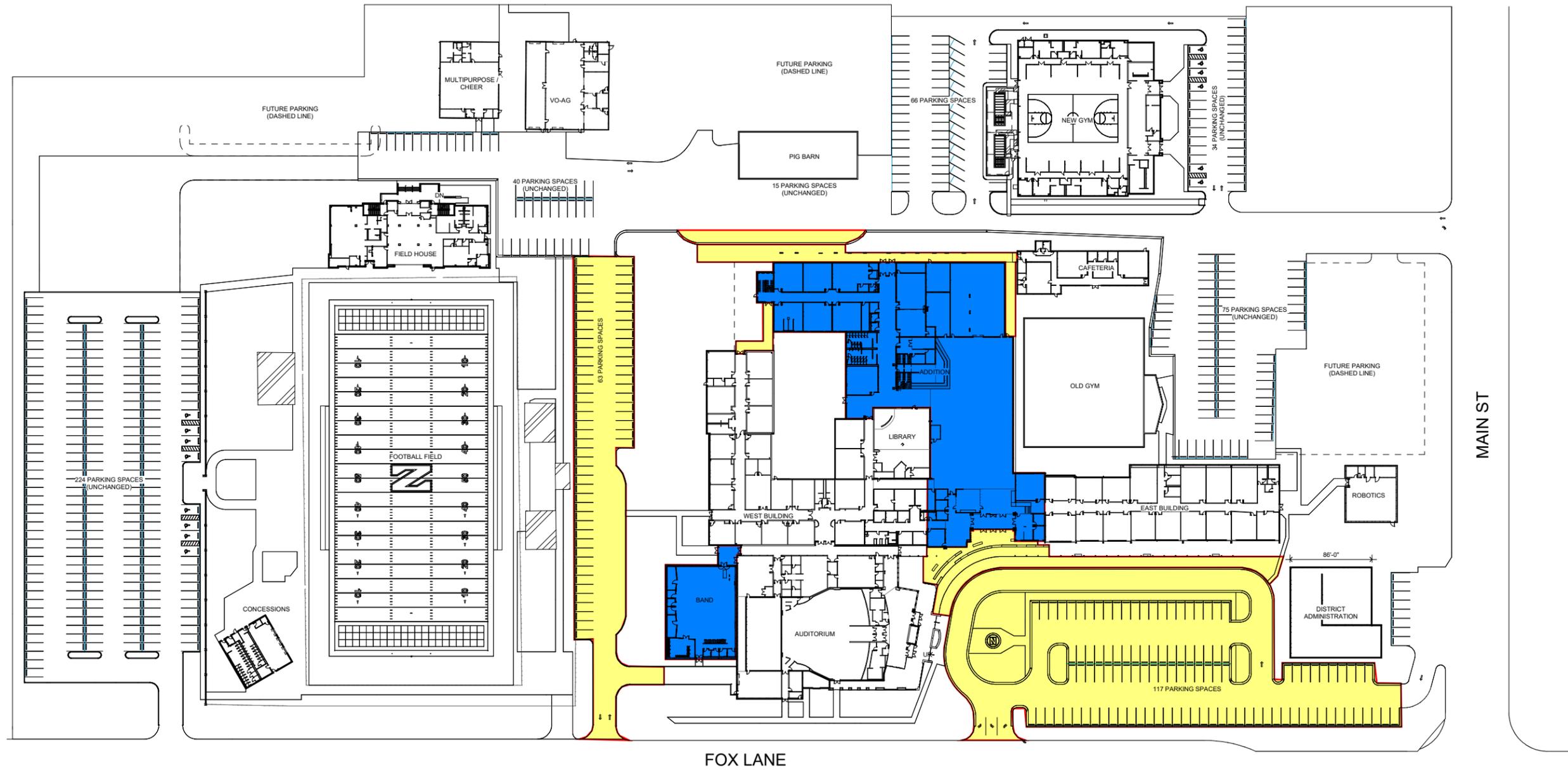
NEWCASTLE HIGH SCHOOL BOND ADDITION

FLOOR PLAN

01/19/2023

Project: 4622E73

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591 TOTAL PARKING SPACES
(25 SPACES NET LOSS)


SITE PLAN
 SCALE: 1" = 50'-0"
 TRUE NORTH



AGREEMENT
 Revised March 21, 2023

PERSON OR ENTITY PLACING ORDER:

Name / Company	Mark Kasulis / MA+ Architecture		
Address	4000 Classen Blvd., Suite 100 N		
City, State, Zip	Oklahoma City, OK 73118		
Telephone	Office: 405-525-8806	Cell:	Fax: 405-525-8807
Email	markk@maplusarch.com		

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT ("CLIENT"):

Name / Company			
Address			
City, State, Zip			
Telephone	Office:	Cell:	Fax:
Email			

PROJECT NAME / DESCRIPTION: Newcastle Early Childhood Improvements, Newcastle, OK

SCOPE OF SERVICES: See Exhibit A

FEES AND EXPENSES: See Exhibit B. Describe: _____

PAYMENT TERMS: 30 days Other: Within 30 days after receipt of invoice

SRB PROJECT MANAGER: Gary Noland, P.E. **EMAIL ADDRESS:** gary.noland@srbok.com

ADDITIONAL TERMS

For the consideration recited and mutual promises herein made, incorporating Page 1 as if set forth fully herein, the parties agree:

1. Location of Underground Utilities. The underground utilities shown on any plans or drawings produced or provided by SRB pursuant to this agreement have been located from field survey information, existing drawings, and other available information. SRB makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, or that the utilities shown are in the exact location indicated. SRB does not physically locate any underground utilities, therefore, unless otherwise expressly provided herein, SRB shall not be responsible for determining the exact location of any underground utilities. Client agrees that the contractor who performs the work shall be required to comply with all applicable statutes, ordinances, codes, rules, and regulations, and specifications regarding location of underground utilities, and shall be required to verify the accuracy of all measurements and the physical location of all underground utilities prior to commencing work or ordering materials.

2. Default/Remedies; Lien. Should either Party breach this agreement, the prevailing Party in any litigation shall have the right to recover all of such party's reasonable expenses and costs incurred by reason of such litigation, including, but not limited to, attorney's fees, court costs, and costs of suit preparation. Upon breach of this agreement by Client, Smith Roberts Baldischwiler, LLC ("SRB") may without notice or demand file a lien on the property for or upon which services have been performed and Client shall be responsible for all costs of filing, prosecution, and release of said lien, including but not limited to court costs, litigation costs, expenses, and attorneys' fees, in addition to any other remedies allowed by law.

3. Miscellaneous. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, such provisions shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible and in any event, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. SRB may terminate this agreement upon thirty (30) days written notice to Client, and in such event SRB shall be entitled to payment for all sums due up until the effective date of termination. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Oklahoma. Jurisdiction and Venue shall lie exclusively in the state and federal courts located Oklahoma County, Oklahoma. This Agreement is a final expression of the intent of the Parties and shall be modified only by a duly executed written instrument signed by both Parties. Failure to pursue any legal or equitable remedy or right available to a Party shall not constitute a waiver of such right, nor shall any such forbearance, failure or actual waiver imply or constitute waiver of subsequent default or breach. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such provision. Notwithstanding any other provision of this Agreement, neither party will be liable to the other for any punitive, indirect, special, consequential or incidental damages whatsoever, even if the parties were notified of the likelihood or possibility of such damages. The captions to the sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation. This Agreement shall be binding upon the Parties hereto, their respective heirs, successors and assigns, but shall not be assigned by any party hereto without the written consent of the other party. This Agreement may be executed in counter parts, each of which will be deemed an original and all of which together will constitute one instrument.

4. Progressive Billing / Late Payments. Unless provided otherwise herein, all work in progress may be invoiced monthly and is due within thirty (30) days from date of invoice. All past due payments bear interest at the rate of 1.5% per month. If payments are past due, in addition to its right to collect, SRB may suspend work or refuse to deliver the work ordered.

**PERSON OR ENTITY
PLACING ORDER**

**PERSON OR ENTITY
RESPONSIBLE FOR PAYMENT**

Name: _____ Date: _____
Title: _____

Name: _____ Date: _____
Title: _____

EXHIBIT A SCOPE OF SERVICES

Newcastle Early Childhood Improvements include the design work associated with the north playground being expanded to the east with new fencing, new playground equipment. South playground area receive new artificial turf with grading, new playground equipment with modifying the existing manhole cover.

Basic Design Services for each site (Civil Site Package):

Site Dimensional Control Plan – This work shall include complete dimensional information for the establishment of horizontal control and location of buildings, sidewalks, and other proposed improvements.

Site Grading, and Drainage Plan – This work shall include the site plan overlaid onto the topography with contours to establish the proposed grades, spot elevations, and drainage patterns.

Site Detail Sheets - This work will include preparing all details for the Site Engineering work.

Specifications – This work will include the preparation of project specifications in a format acceptable to the Project Architect.

Erosion Control Plan – This work shall include the preparation of construction documents for work necessary to control erosion during construction to meet applicable EPA standards.

Misc. & Coordination with Owner & Architect - This work will include coordination with the Owner, Architect and other disciplines to complete the design for the Civil Site Package.

Construction Phase: During the Construction Phase, SRB will review the contractor’s submittals, prepare any necessary change orders, prepare responses to any Request for Information, and make up to two (2) visits to the site during the construction process with the final site visit to include a punch list.

ITEMS TO BE PROVIDED TO SMITH ROBERTS BALDISCHWILER, LLC

This proposal is based upon the following items being provided to SRB:

- Site Plan in AUTOCAD Format
- Format requirements for project specifications

ITEMS NOT INCLUDED

The following items are not included in this proposal:

- Construction Staking
- Resident Inspection
- Extension of public utilities to the site
- Design Ready Topographical Survey
- Work related to site lighting
- Landscape/Irrigation Plans

EXHIBIT B FEES & EXPENSES

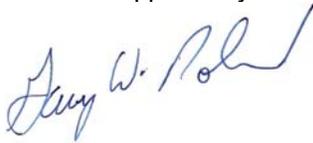
Proposed Fee (Basic Services)

The proposed fee for the civil engineering services as outlined is as follows.

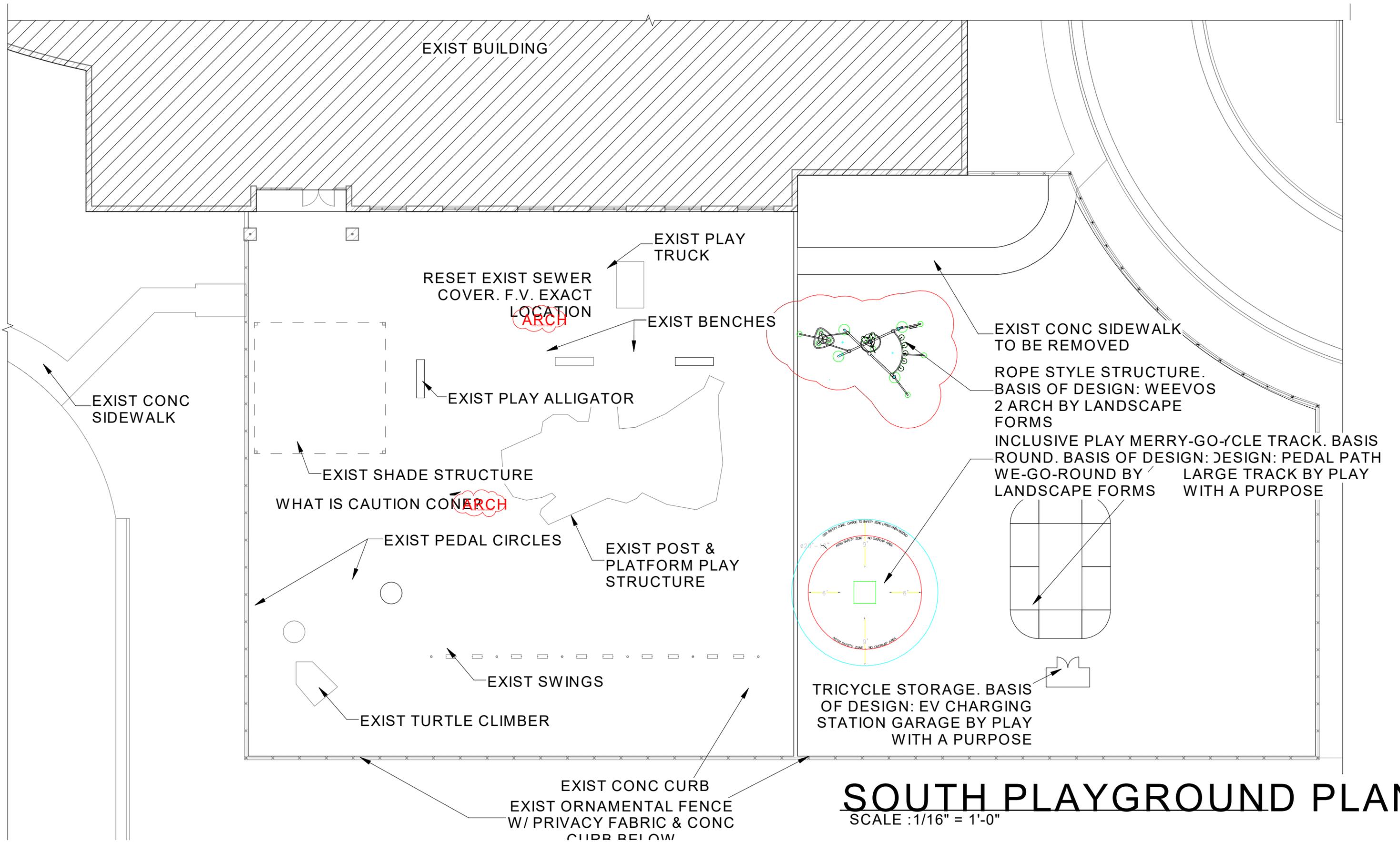
Civil Site Package	\$11,000.00
Construction Phase	<u>\$2,500.00</u>
Total Fee	\$13,500.00

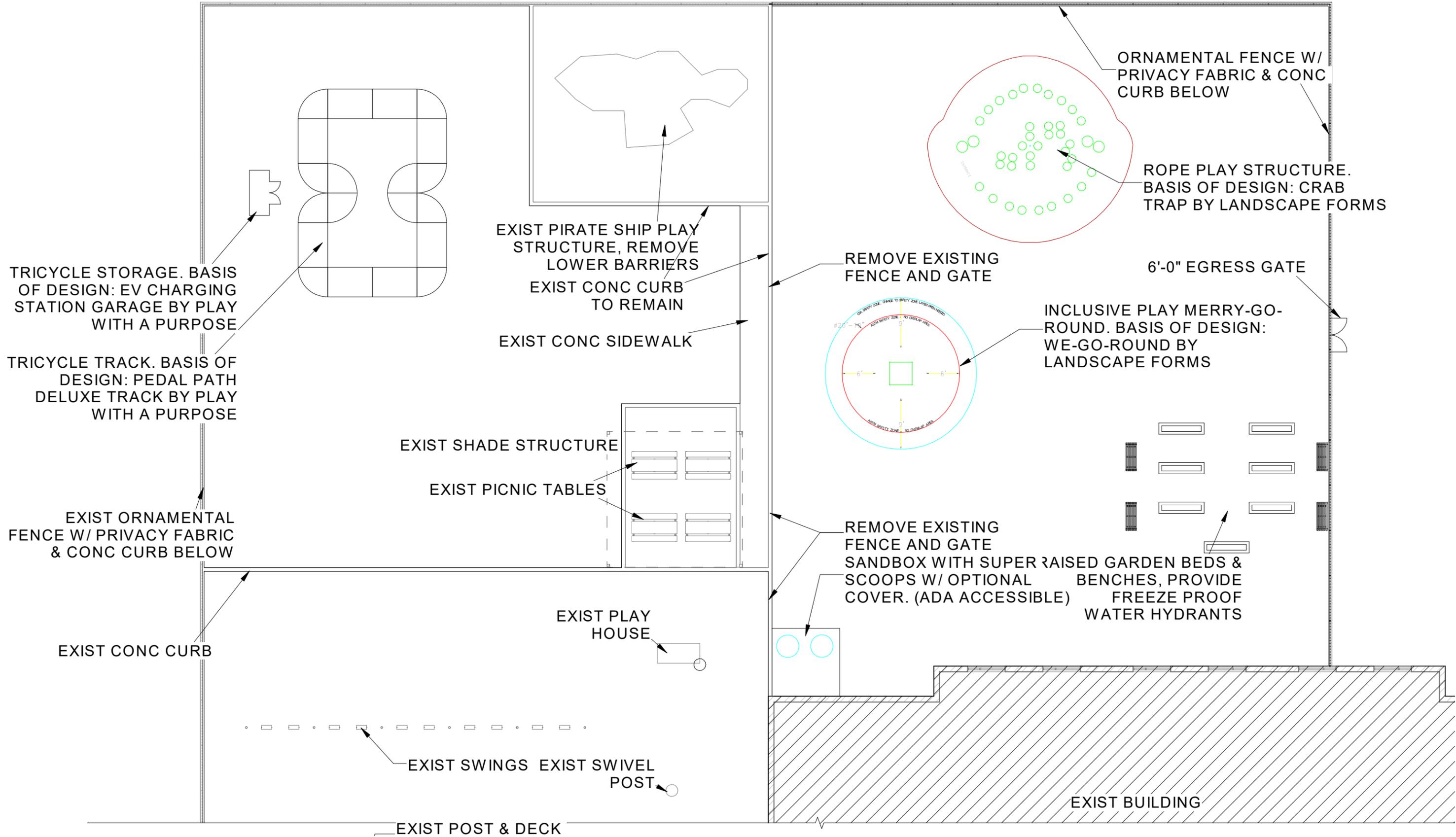
Should the client require any of the above referenced additional services, they shall be provided at an agreed fee to be determined prior to the commencement of the services. All work shall be completed in accordance with the City development requirements, standards, and regulations. Reimbursable expenses such as permit fees, flow test on existing water lines, etc. will be forwarded with the invoice for reimbursement.

Submitted for approval by:



Gary W. Noland, P.E.
Smith Roberts Baldischwiler, LLC





WWW.MAPLUSARCH.COM
405.525.8806

OKLAHOMA CITY
NORMAN
WEATHERFORD

NEWCASTLE ECC IMPROVEMENTS

NORTH PLAYGROUND

NORTH PLAYGROUND PLAN

SCALE: 1/16" = 1'-0"

12/08/2022

Project 2022E77

This drawing and the design shown on it are the property of MA+ Architecture and shall remain confidential. The reproduction, copying, or other use of this drawing without written consent is prohibited and any infringement will be subject to legal action.



AGREEMENT
Revised March 21, 2023

PERSON OR ENTITY PLACING ORDER:

Name / Company	Mark Kasulis / MA+ Architecture		
Address	4000 Classen Blvd., Suite 100 N		
City, State, Zip	Oklahoma City, OK 73118		
Telephone	Office: 405-525-8806	Cell:	Fax: 405-525-8807
Email	markk@maplusarch.com		

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT ("CLIENT"):

Name / Company			
Address			
City, State, Zip			
Telephone	Office:	Cell:	Fax:
Email			

PROJECT NAME / DESCRIPTION: Newcastle Middle School Sports Complex Restroom Building & New Asphalt Road, Newcastle, OK

SCOPE OF SERVICES: See Exhibit A

FEES AND EXPENSES: See Exhibit B. Describe: _____

PAYMENT TERMS: 30 days Other: Within 30 days after receipt of invoice

SRB PROJECT MANAGER: Gary Noland, P.E. **EMAIL ADDRESS:** gary.noland@srbok.com

ADDITIONAL TERMS

For the consideration recited and mutual promises herein made, incorporating Page 1 as if set forth fully herein, the parties agree:

1. Location of Underground Utilities. The underground utilities shown on any plans or drawings produced or provided by SRB pursuant to this agreement have been located from field survey information, existing drawings, and other available information. SRB makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, or that the utilities shown are in the exact location indicated. SRB does not physically locate any underground utilities, therefore, unless otherwise expressly provided herein, SRB shall not be responsible for determining the exact location of any underground utilities. Client agrees that the contractor who performs the work shall be required to comply with all applicable statutes, ordinances, codes, rules, and regulations, and specifications regarding location of underground utilities, and shall be required to verify the accuracy of all measurements and the physical location of all underground utilities prior to commencing work or ordering materials.

2. Default/Remedies; Lien. Should either Party breach this agreement, the prevailing Party in any litigation shall have the right to recover all of such party's reasonable expenses and costs incurred by reason of such litigation, including, but not limited to, attorney's fees, court costs, and costs of suit preparation. Upon breach of this agreement by Client, Smith Roberts Baldischwiler, LLC ("SRB") may without notice or demand file a lien on the property for or upon which services have been performed and Client shall be responsible for all costs of filing, prosecution, and release of said lien, including but not limited to court costs, litigation costs, expenses, and attorneys' fees, in addition to any other remedies allowed by law.

3. Miscellaneous. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, such provisions shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible and in any event, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. SRB may terminate this agreement upon thirty (30) days written notice to Client, and in such event SRB shall be entitled to payment for all sums due up until the effective date of termination. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Oklahoma. Jurisdiction and Venue shall lie exclusively in the state and federal courts located Oklahoma County, Oklahoma. This Agreement is a final expression of the intent of the Parties and shall be modified only by a duly executed written instrument signed by both Parties. Failure to pursue any legal or equitable remedy or right available to a Party shall not constitute a waiver of such right, nor shall any such forbearance, failure or actual waiver imply or constitute waiver of subsequent default or breach. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such provision. Notwithstanding any other provision of this Agreement, neither party will be liable to the other for any punitive, indirect, special, consequential or incidental damages whatsoever, even if the parties were notified of the likelihood or possibility of such damages. The captions to the sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation. This Agreement shall be binding upon the Parties hereto, their respective heirs, successors and assigns, but shall not be assigned by any party hereto without the written consent of the other party. This Agreement may be executed in counter parts, each of which will be deemed an original and all of which together will constitute one instrument.

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**PERSON OR ENTITY
PLACING ORDER**

**PERSON OR ENTITY
RESPONSIBLE FOR PAYMENT**

Name: _____ Date: _____
Title: _____

Name: _____ Date: _____
Title: _____

EXHIBIT A SCOPE OF SERVICES

Newcastle Middle School Sports Complex Restroom Building include the design work associated with a new restroom building on the east side of the existing running track located between the early childhood center and the middle school campus and a new road along the north end of the school property turning south to connect to the existing drive and parking lot at the east end of the school.

Basic Design Services for each site (Civil Site Package):

Site Dimensional Control Plan – This work shall include complete dimensional information for the establishment of horizontal control and location of buildings, sidewalks, and other proposed improvements.

Site Grading, and Drainage Plan – This work shall include the site plan overlaid onto the topography with contours to establish the proposed grades, spot elevations, and drainage patterns.

Utility Plan – This work shall include the design and location of the new services for the private utilities to serve the facility. This doesn't include extending public utilities to the site. This work also includes coordination with the private utility companies to connect services to serve the new facility.

Site Detail Sheets - This work will include preparing all details for the Site Engineering work.

Specifications – This work will include the preparation of project specifications in a format acceptable to the Project Architect.

Erosion Control Plan – This work shall include the preparation of construction documents for work necessary to control erosion during construction to meet applicable EPA standards.

Misc. & Coordination with Owner & Architect - This work will include coordination with the Owner, Architect and other disciplines to complete the design for the Civil Site Package.

Construction Phase: During the Construction Phase, SRB will review the contractor's submittals, prepare any necessary change orders, prepare responses to any Request for Information, and make up to two (2) visits to the site during the construction process with the final site visit to include a punch list.

ITEMS TO BE PROVIDED TO SMITH ROBERTS BALDISCHWILER, LLC

This proposal is based upon the following items being provided to SRB:

- Site Plan in AUTOCAD Format
- Format requirements for project specifications

ITEMS NOT INCLUDED

The following items are not included in this proposal:

- Construction Staking
- Resident Inspection
- Extension of public utilities to the site
- Design Ready Topographical Survey
- Work related to site lighting
- Landscape/Irrigation Plans

EXHIBIT B FEES & EXPENSES

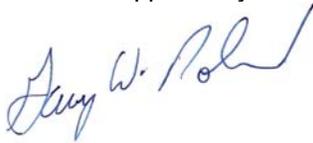
Proposed Fee (Basic Services)

The proposed fee for the civil engineering services as outlined is as follows.

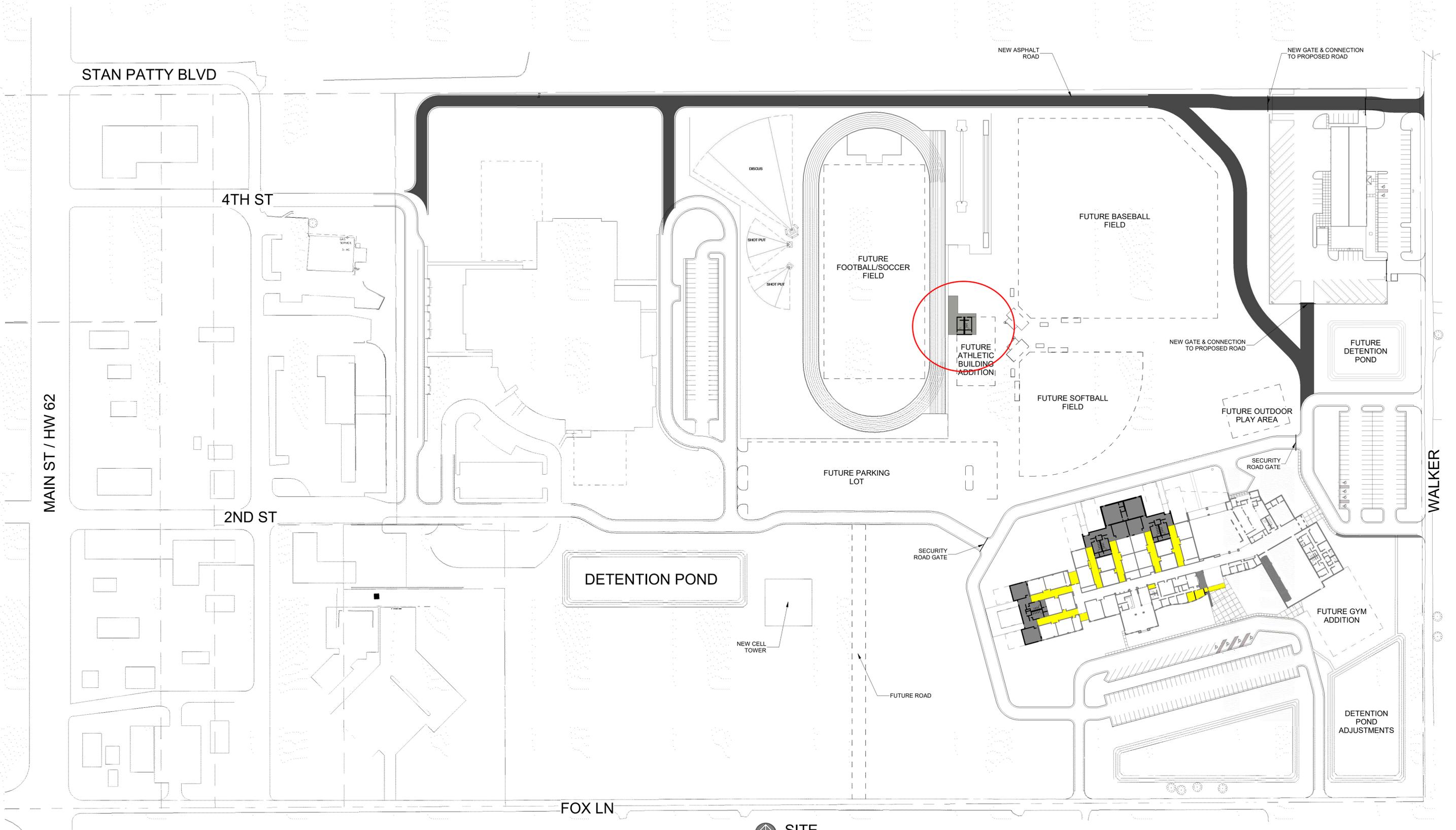
Civil Site Packages	\$24,000.00
Construction Phase	<u>\$3,000.00</u>
Total Fee	\$27,000.00

Should the client require any of the above referenced additional services, they shall be provided at an agreed fee to be determined prior to the commencement of the services. All work shall be completed in accordance with the City development requirements, standards, and regulations. Reimbursable expenses such as permit fees, flow test on existing water lines, etc. will be forwarded with the invoice for reimbursement.

Submitted for approval by:



Gary W. Noland, P.E.
Smith Roberts Baldischwiler, LLC




SITE
 SCALE: 1" = 80'-0"
 TRUE NORTH