

AGENDA WITH COMMENTARY

**GUTHRIE PUBLIC SCHOOLS
BOARD OF EDUCATION
REGULAR MONTHLY MEETING
802 EAST VILAS
GUTHRIE, OKLAHOMA**

**MONDAY
NOVEMBER 11, 2024
6:30 P.M.**

AGENDA:

- 1. Call to Order**
- 2. Roll Call**
- 3. Establish a Quorum**
- 4. Pledge of Allegiance**
- 5. Moment of Silence**
- 6. Presentation of Employees and Student of the Month Recognition**
- 7. Comments to the Board by:**
 - A. Citizens registered to speak to the Board**
 - B. Board Members**
- 8. Superintendent's Reports**
- 9. Crossland Construction Update on Cottler Elementary**
- 10. Consent Agenda.....Pages 4-39**

All of the following items, those items of a routine nature normally approved at Board meetings, will be approved by one vote unless any Board member desires to have a separate vote on any or all of these items. The Consent Agenda consists of the discussion, consideration and action on the following items:

 - A. Treasurer's Report**
 - B. Activity Fund Fundraisers as per attached list**
 - C. Activity Fund Transfer Requests**
 - D. Fuel bids as recommended by bid committee**

E. Encumbrances for General Fund #'s 686-779, Building Fund #'s 257-305 and listed change orders and Activity Fund Reports-the full register is available online.

F. Contracts/Agreements under \$10,000

- 1. Recommendation, consideration and action upon agreement with Follett School Solutions, Inc. for library inventory software for 2024-2025
..... Pages 24-25**

Commentary:

This software keeps track of our library books. Our inventories are split up by site. The total cost for 2024-2025 will be \$9,233.35.

Dee Benson will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

- 2. Recommendation, consideration and action upon Cornerstone Counseling and Consulting, Inc agreement for 2024-2025.....Pages 26-35**

Commentary:

Cornerstone Counseling and Consulting, Inc. provides behavioral health services to students that are referred to them at our sites.

Carmen Walters will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

- 3. Recommendation, consideration and action upon “Stop, Go and Tell” Program through Bethesda, Inc. to take place at Central Elementary, Charter Oak Elementary, Cottler Elementary and Fogarty Elementary for Kindergarten through 4th grade students..... Pages 36-39**

Commentary:

This program is a fun, age appropriate and interactive way to teach children about personal space boundary rules and what to do if someone tries to break those rules. This program is free of cost to the district.

Carmen Walters will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

- 11. Minutes of regular meeting held on October 14, 2024..... Pages 40-45**

12. **Business Agenda:**

- A. **Recommendation, consideration and action upon approval of contract with Crossland Construction for construction management services for Charter Oak addition..... Pages 46-134**

Commentary:

The contract has been finalized by attorneys for both Crossland Construction and Guthrie Public Schools and is now present for final consideration by the Board of Education.

Dr. Simpson will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

13. **Proposed executive session for the purpose of discussing employment of personnel, FMLA requests, resignation/separation from employment and transfer of position requests all as set out on the Personnel Reports and discussion of extra-duty assignments as listed for 2024-2025, disclosure of which information would violate the confidentiality requirements of state and/or federal law all pursuant to 25 OKLA. STAT. Section 307 (B) 1, and 7**
- A. **Vote to go into executive session**
 - B. **Acknowledge Board's return to open session**
 - C. **Statement of minutes of executive session**
14. **Vote on action as set out on the Personnel Reports.....Page 135**
15. **Action upon recommendation of extra-duty assignments for 2024-2025.....Page 136-137**
16. **Recommendation, consideration and action to accept any resignations offered since the posting of the agenda.**
17. **Discussion and possible action on new business not known about or could not have been reasonably foreseen at the time of the agenda posting.**
18. **Adjourn**

**Dr. Mike Simpson
Superintendent**

ss

Posted by: _____

Date: _____ Time: _____

Place: _____

TREASURER'S REPORT
October 31, 2024

BANK BALANCES

FARMERS & MERCHANTS

General Fund	2,889,425.95
Building Fund	260,090.38
Sinking Fund	430,063.06
ILR Fund	28,456.20
G&E Fund	80,348.67
Child Nutrition Fund	1,086,606.52
Activity Fund	924,186.48
School Age-Care Fund	75,619.14
Bond Fund	<u>4,620,734.20</u>

TOTAL \$ 10,395,530.60

RECEIPTS

GENERAL FUND:

Logan County	55,284.07
State of Oklahoma	1,424,015.34
Okla. Tax Comm.	182,880.14
School Land Earn.	46,208.15
R.O.T.C.	13,932.08
Federal Programs	102,636.63
Misc Receipts	115,527.41
Correcting Entry(-)	0.00
General Acct. Int.	4,506.86
Minus (-) Bank Fees	<u>25.00</u>
TOTAL	\$ 1,944,965.68

BUILDING FUND

Local	
Logan County	3,306.69
Bldg. for Champs	<u>20.00</u>
TOTAL	\$ 3,326.69

SINKING FUND:

Logan County \$10,229.38

CHILD NUTRITION FUND:

Local	40,530.98
State	18,318.33
Federal	<u>211,822.69</u>
TOTAL	\$ 270,672.00

INS.LOSS RECOVERY FUND:

MISC \$ 0.00

BOND FUND:

Interest	1,359.59
Bank Fees	<u>(-)7.50</u>
TOTAL	\$ 1,352.09

WARRANTS PAID

GENERAL FUND:

2023-2024 \$ 1,095.80
2024-2025 \$ 2,701,464.52

BUILDING FUND:

2023-2024 \$ 77,880.55
2024-2025 \$ 154,926.62

CHILD NUTRITION FUND:

2023-2024 \$
2024-2025 \$ 164,880.49

GIFTS & ENDOWMENTS FUND:

2023-2024 \$
2024-2025 \$

INS. LOSS RECOVERY FUND:

2023-2024 \$
2024-2025 \$

BOND FUND:

2023-2024 \$
2024-2025 \$ 273,072.79

TOTAL MONIES IN F&M BANK \$10,395,530.60

PLEDGED – FDIC \$ 250,000.00

PLEDGED – F&M BANK \$ 20,580,000.00



GUTHRIE PUBLIC SCHOOLS
ACTIVITY FUND FUNDRAISER REQUESTS
AS OF NOVEMBER 1, 2024



#	CLUB	EVENT
1.)	COTTERAL PTO, # 804	RUMMAGE SALE
2.)	COTTERAL PTO, # 804	LEVEL UP
3.)	CHARTER OAK PTO, #841	BINGO & SILENT AUCTION
4.)	CHARTER OAK PTO, #841	PENNY WARS



GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 10/14/2024 Site: 120 - COTTERAL Unobligated Account Balance: 15,944.00 \$16,593.45

Account Name & Number: COTTERAL PTO #804

Select One: ☐ Soliciting in School Only ☒ Soliciting in school & community ☐ Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.)
RUMMAGE SALE FUNDRAISER IN GYMNASIUM

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards : <https://foodplanner.healthiergeneration.org/calculator/>

Does the fundraiser have food items? Yes ☐ No ☒

* If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:

- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
- This fundraiser will not operate for more than fourteen(14) days in total.
- The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) N/A

Manufacturer: N/A

Purpose for which funds will be used: FUNDS RAISED WILL BE GOING TOWARDS NEW PLAYGROUND OR OTHER ITEMS FOR NEW SCHOOL

Name/Address of Vendor: N/A

Items to be purchased in order to conduct the fundraiser: POSTER BOARDS, SIGNAGE, PRICE STICKERS, ETC.

a. Estimated INCOME:	900.00	NOTES:
b. Less Estimated EXPENSES:	75.00	
c. Estimated PROFIT:	825.00	

First day Fundraiser : JANUARY 25, 2025 Last Day of Fundraiser: JANUARY 25, 2025

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold? DONATED

Are school district facilities required? YES If yes, a facility use permit form must be completed.

Sponsor Signature: _____ Date: _____

Principal's Signature: Lesley Cotton Date: 10/14/24

Athletic Director's Signature (if applicable): _____ Date: _____

Child Nutrition Director's Signature (if applicable): _____ Date: _____

YmChapple

2.)



GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 10/08/24 Site: COTTERAL - 120 Unobligated Account Balance: \$15,759.41

\$16,593.45

Account Name & Number: COTTERAL PTO #804

Select One: ☐ Soliciting in School Only ☒ Soliciting in school & community ☐ Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) LEVEL UP ARCADE DONATES ALL ADMISSION FEES TO THE SCHOOL THIS IS AN AFTER SCHOOL EVENT. PARENTS WILL BE TAKING STUDENTS TO LEVEL UP.

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards : <https://foodplanner.healthiergeneration.org/calculator/>

Does the fundraiser have food items? Yes ☐ No ☒

* If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:

- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
- This fundraiser will not operate for more than fourteen(14) days in total.
- The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) NONE.

Manufacturer: N/A

Purpose for which funds will be used: DONATIONS WILL HELP WITH A NEW PLAYGROUND WHEN NEW SCHOOL IS OPEN.

Name/Address of Vendor: LEVEL UP ARCADE - 2001 W. OKLAHOMA, GUTHRIE, OK 73044

Items to be purchased in order to conduct the fundraiser: NONE

a. Estimated INCOME: 900.00

b. Less Estimated EXPENSES: 0.00

c. Estimated PROFIT: 900.00

NOTES: DONATIONS FROM LEVEL UP

First day Fundraiser : FEBRUARY 27, 2024 2025

Last Day of Fundraiser: FEBRUARY 27, 2024 2025

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold?

Are school district facilities required? If yes, a facility use permit form must be completed.

Sponsor Signature: Brendy J. Evans on behalf of Courtney Welton Date: 10/9/24

Principal's Signature: Lesley Cotton Date: 10/9/24

Athletic Director's Signature (if applicable): Date:

Child Nutrition Director's Signature (if applicable): Date:

Form: AF Fundraiser Request 3/5/2021 (Revised)

Michelle Apple

3.)



GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM



Request Date: 10/23/2024

Site: Charter Oak

Unobligated Account Balance:

\$21,520.95
\$20,837.82

Account Name & Number: 841 Charter Oak PTO

Select One: ☒ Soliciting in School Only

Soliciting in school & community



Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) Families will come together for a night of bingo and a silent art auction. They will be able to enjoy playing bingo and if they choose they can bid on art that the Charter Oak classes made. This will be held after school hours.

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards : <https://foodplanner.healthiergeneration.org/calculator/>

Does the fundraiser have food items? Yes ☒ No ☐

* If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:

- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
- This fundraiser will not operate for more than fourteen(14) days in total.
- The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) Pizza, tea, water, lemonade

Manufacturer:

Purpose for which funds will be used: online subscriptions, computer software and upgrades, classroom materials, student incentives, field trips, building needs

Name/Address of Vendor: Domino's Pizza, Sam's

Items to be purchased in order to conduct the fundraiser: Pizza, water, tea, lemonade

a. Estimated INCOME: \$2,000.00

NOTES:

b. Less Estimated EXPENSES: \$1,000.00

c. Estimated PROFIT: \$1,000.00

First day Fundraiser : 01/10/2025

Last Day of Fundraiser: 02/09/2025

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold?

Are school district facilities required? If yes, a facility use permit form must be completed.

Sponsor Signature:

Date:

Principal's Signature:

Emily Carpenter

Date:

10/23/24

Athletic Director's Signature (if applicable):

Date:

Child Nutrition Director's Signature (if applicable):

Date:

10/25/24

Form: AF Fundraiser Request 3/5/2021 (Revised)

Does not meet

YmChapple 9

4.)



GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 10/23/2024

Site: Charter Oak

Unobligated Account Balance: ~~\$21,322.95~~
\$20,837.82

Account Name & Number: 841 Charter Oak

Select One: ☐ Soliciting in School Only☐ Soliciting in school & community☒ Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) Penny Wars each class will have a collection container, they will gain points by adding pennies, paper bills, and checks to their jar. They lower class totals by adding silver coins to their jar.

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards : <https://foodplanner.healthiergeneration.org/calculator/>

Does the fundraiser have food items? Yes ☐ No ☒

* If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:

- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
- This fundraiser will not operate for more than fourteen(14) days in total.
- The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) _____

Manufacturer: _____

Purpose for which funds will be used: online subscriptions, computer software and upgrades, classroom materials, student incentives, field trips, building and grounds needs

Name/Address of Vendor: _____

Items to be purchased in order to conduct the fundraiser: _____

a. Estimated INCOME: \$2,000.00

NOTES: _____

b. Less Estimated EXPENSES: 0

c. Estimated PROFIT: \$2,000.00

First day Fundraiser : 03/24/2025

Last Day of Fundraiser: 03/28/2025

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold? _____

Are school district facilities required? _____ If yes, a facility use permit form must be completed.

Sponsor Signature: _____

Date: _____

Principal's Signature: _____

Emily Carpenter

Date: 10/23/24

Athletic Director's Signature (if applicable): _____

Date: _____

Child Nutrition Director's Signature (if applicable): _____

Date: 10/25/24

Form: AF Fundraiser Request 3/5/2021 (Revised)

YmChapple
10

GUTHRIE PUBLIC SCHOOLS
ACTIVITY FUND TRANSFER REQUEST
As of 11/1/2024

To	From	Amount
COTTERAL ACTIVITY #805	FOGARTY ACTIVITY #809	\$596.00
STUCO #899	CLASS OF 2024 #868	\$25.00



**Guthrie Public Schools
ACTIVITY FUND
REQUEST FOR TRANSFER OF FUNDS
(Effective 2006)**



Amount 596.00

Date Requested 10/3/24

Transfer to: Cotteral Activity 805
Account Name & Number

Transfer from: Fogarty Activity 809
Account Name & Number

State Reason for Transfer Below

Cotteral paid for curriculum in full so we did not have to do two PO's .

Sponsor's Signature:

Marsha Todd

President / Vice-Pres. Signature:

Treasurer/Secretary's Signature:

Principal's Signature:

Marsha Todd

Transfer # _____

Board Approved _____



Guthrie Public Schools
ACTIVITY FUND
REQUEST FOR TRANSFER OF FUNDS
(Effective 2006)



Amount 25.00

Date Requested 10-03-24

Transfer to: STUCO #899
Account Name & Number

Transfer from: Class of 2026 #868
Account Name & Number

State Reason for Transfer Below

Homecoming Float

Sponsor's Signature: Mitchell Budus

President / Vice-Pres. Signature: _____

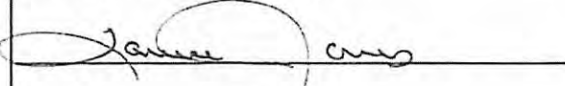
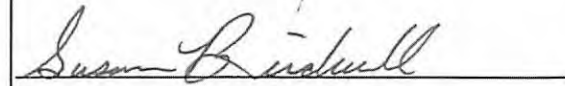
Treasurer/Secretary's Signature: _____

Principal's Signature: [Signature]

Transfer # _____

Board Approved _____

Transportation Department Fuel Bids

		Amount Needed:		
Date: 10/15/2024	Time Bid Began: 10/14/2024 9:30am	Clear Diesel: 7000 gal		
PO#: 2025-11-702	Time Bid Closed: 10/15/2024 9:30am	Conv Unleaded: 1200 gal		
Company Name	Contact Person	Phone	Diesel	Unleaded
Fuel Masters	Tanner	866-455-3835	2.411	2.436 *
Penley Oil	Alan	405-235-7553	No	Bid
Red Rock	Joanie or Trisha	405-677-3373	2.3856	2.4154
Earnheart	Dustin	405-612-2650	No	Bid
Amount of Fuel Purchased:		Company Bid Awarded To: Red Rock		
Clear Diesel:	Price Per Gallon:	Total Amount:		
7000 gal.	2.3856	16,699.20		
Conv Unleaded:	Price Per Gallon:	Total Amount:		
1200 gal.	2.4154	2,898.48		
		Total Purchase:		
		19,597.68		
Per Email Bids Received By:		Comments:		
 		* Bid was received after the deadline		

Encumbrance Register

Options: Year: 2024-2025, Date Range: 7/1/2024 - 6/30/2025, PO Range: 686 - 779, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	686	10/09/2024	10105	SWEETWATER SOUND, INC	SOUND CORDS	300.00
11	687	10/09/2024	44428	RIVERSIDE ASSESSMENTS, LLC	BLANKET FOR SCORING SERVICES ON COGAT	750.00
11	688	10/08/2024	42884	LOYAL SUPPLY, INC.	RADIATOR AND COOLANT PLUGS	156.32
11	689	10/08/2024	44087	GOOLSBEE TIRE SERVICE INC	ESTIMATE 67108 VARIOUS BUS TIRES	1,687.50
11	690	10/08/2024	12682	MIDWEST BUS SALES, INC.	MOMENTARY DOOR SWITCHS	156.72
11	691	10/08/2024	44610	SOUTHWEST BUS SALES, INC.	Ref. : PR2410-2401 4 IN RED STT LIGHT	84.00
11	692	10/08/2024	12682	MIDWEST BUS SALES, INC.	Z020016315 SHOCK ABSORBER- GAS MAGNUM 65	414.16
11	693	10/10/2024	12171	LAKESHORE LEARNING MATERIALS	TEACHER \$200.00/ ALEXANDER/FOGARTY	200.00
11	694	10/08/2024	14377	FOLLETT SCHOOL SOLUTIONS, INC	LIBRARY BOOKS	2,000.00
11	695	10/10/2024	15949	GREAT PLAINS, INC	KUBOTA TRACTOR SERVICE	1,500.00
11	696	10/10/2024	45126	R&L TANK TRUCK SERVICES LLC	CLEANING THE SHOP PIT	500.00
11	697	10/10/2024	12682	MIDWEST BUS SALES, INC.	ROCKER SWITCH HTD MIRROR	41.77
11	698	10/10/2024	12682	MIDWEST BUS SALES, INC.	DISC BRAKE ROTORS	1,267.14
11	699	10/10/2024	44033	EARNHEART CRESCENT LLC	40 GALLONS OFF ROAD DIESEL	900.00
11	700	10/11/2024	42607	OKLAHOMA TECHNOLOGY STUDENT ASSOC	REGISTRATION FALL LEADERSHIP CONFERENCE ON 11/5	50.00
11	701	10/11/2024	14207	WALMART COMMUNITY	CLASSROOM SUPPLIES	1,000.00
11	702	10/15/2024	13286	RED ROCK DISTRIBUTING CO.	7000 GAL DIESEL 1200 GAL UNLEADED	19,597.68
11	703	10/14/2024	42235	OKLAHOMA KENWORTH, INC	HYDRAULIC DISC ROTORS	1,131.00
11	704	10/01/2024	44361	BETSY CHEN	BEHAVIORAL COACH SERVICES	100,000.00
11	705	10/11/2024	15994	AMAZON CAPITAL SERVICES	TEACHER/\$200/FITE/COTTERAL	200.00
11	706	10/15/2024	45027	WOODALL EQUIPMENT COMPANY	SERVICE CALL FOR BUS LIFT	250.00
11	707	10/15/2024	15949	GREAT PLAINS, INC	REPAIRS FRONT COUPLER HOUSING HITCH KUBOTA TRACTOR	1,450.00
11	708	10/16/2024	12682	MIDWEST BUS SALES, INC.	OIL BATH SEAL X6	203.88
11	709	10/19/2024	45324	NOREDINK CORP	NOREDINK-WRITING PROGRAM	9,118.00
11	710	10/15/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200\M.HORN\HS	60.00
11	711	10/21/2024	12910	OFFICE DEPOT, INC.	TEACHER \$200\S. RENNICK\HS	200.00
11	712	10/21/2024	14207	WALMART COMMUNITY	TEACHER \$200\T.DEMENT\HS	200.00
11	713	10/22/2024	45092	LITERACY RESOURCES LLC	CORRICULUM BOOKS FOR TEACHERS	1,200.00
11	714	10/16/2024	44087	GOOLSBEE TIRE SERVICE INC	TIRES FOR BUSES ESTI 67603	1,260.00
11	715	10/16/2024	12899	O'REILLY AUTOMOTIVE STORES, INC.	VARIOUS PARTS	1,000.00
11	716	10/22/2024	44087	GOOLSBEE TIRE SERVICE INC	BUS TIRES	1,260.00
11	717	10/22/2024	12682	MIDWEST BUS SALES, INC.	SHOCK KITS	440.16
11	718	10/22/2024	17289	A-1 RADIATOR SERVICE, INC.	BUS RADIATORS	1,866.00
11	719	10/22/2024	44610	SOUTHWEST BUS SALES, INC.	CUMMINS STARTERS & HEATER CORES	1,087.00
11	720	10/16/2024	44610	SOUTHWEST BUS SALES, INC.	ROTORS X 4	1,540.00

Encumbrance Register

Options: Year: 2024-2025, Date Range: 7/1/2024 - 6/30/2025, PO Range: 686 - 779, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	722	10/21/2024	14207	WALMART COMMUNITY	TEACHER \$200/KIM THOMASON/COTTERAL	200.00
11	723	10/24/2024	12682	MIDWEST BUS SALES, INC.	GRILLE-INTAKES	161.48
11	724	10/24/2024	11453	W. W. GRAINGER	AIR DRYER FOR COMPRESSOR	381.82
11	725	10/24/2024	42235	OKLAHOMA KENWORTH, INC	DOSER PUMP FOR BAND BOX TRUCK	632.99
11	726	10/24/2024	44610	SOUTHWEST BUS SALES, INC.	SEAT SHOCKS	373.35
11	727	10/24/2024	45161	LAURA CARTER	READING CONSULTANT	17,280.00
11	728	10/24/2024	45217	PC PARTS PLUS LLC	CHROMEBOOK PARTS	1,501.81
11	729	10/24/2024	43380	INSIGHT INVEST CORP - 2NDGEAR LLC	CHROMEBOOK PARTS	690.20
11	730	10/23/2024	44033	EARNHEART CRESCENT LLC	55GAL DRUM 5W30W SYNTHETIC OIL	899.00
11	731	10/22/2024	15994	AMAZON CAPITAL SERVICES	TEACHER 200/MALTZ/JH	200.00
11	732	10/22/2024	15994	AMAZON CAPITAL SERVICES	TEACHER 200/CRANFORD/JH	200.00
11	733	10/22/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200\B.LITSCH\HS	200.00
11	734	10/16/2024	15994	AMAZON CAPITAL SERVICES	TEACHER 200/REICHLING/JH	200.00
11	735	10/16/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/GREEN/FOGARTY	104.12
11	736	10/16/2024	14207	WALMART COMMUNITY	TEACHER \$200/GREEN/FOGARTY	95.88
11	737	10/16/2024	44107	COUGHLAN COMPANIES, LLC	PEBBLEGO	9,116.00
11	738	10/14/2024	44591	ABDO PUBLISHING COMPANY	LIBRARY GENERAL FUND-LIBRARY BOOKS	1,897.05
11	739	10/14/2024	14377	FOLLETT SCHOOL SOLUTIONS, INC	LIBRARY GENERAL FUND-LIBRARY BOOKS	1,100.89
11	740	10/01/2024	10924	DEMCO, INC	LIBRARY SUPPLIES	361.64
11	741	10/25/2024	10129	NORTHUP AUTO PARTS & MACHINE	AIR FILTERS	228.64
11	742	10/23/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/CHARLA FRIEND/GUES	200.00
11	743	10/23/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/MONA HICKERSON/GUES	200.00
11	744	10/23/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/LARA WALSWORTH/GUES	200.00
11	745	10/14/2024	17601	PRINCETON HEALTH PRESS	OPIOID GRANT MONEY	15,500.00
11	746	10/29/2024	44033	EARNHEART CRESCENT LLC	200 GALS DEF	684.50
11	747	10/29/2024	14201	WALKER TIRE DTR LLC	TIRES FOR TRUCK 93	1,841.40
11	748	10/28/2024	12899	O'REILLY AUTOMOTIVE STORES, INC.	BATTERY FOR VAN 61	163.02
11	749	10/29/2024	41785	NATIONAL HEALTH PROMOTIONS	OPIOID GRANT MONEY - TRAINING WORKSHOPS	1,500.00
11	750	10/28/2024	15994	AMAZON CAPITAL SERVICES	TITLE VI SUPPLIES	1,000.00
11	751	10/28/2024	15994	AMAZON CAPITAL SERVICES	TEACHER\$200/GWIN/COTTERAL	62.99
11	752	10/30/2024	45107	ARVEST BANK OPERATIONS, INC.	FUEL FOR TRIPS	350.00
11	753	09/11/2024	45010	INSTRUCTIONAL EMPOWERMENT, INC.	EVALUATION CERTIFICATION TRAINING	399.00
11	754	10/30/2024	15994	AMAZON CAPITAL SERVICES	7TH GRADE CALCULATORS	550.00
11	755	10/29/2024	44280	MARTIN AUTOMOTIVE	REPLACE ROTORS & BRAKES ON TRUCK 93	1,300.00

Encumbrance Register

Options: Year: 2024-2025, Date Range: 7/1/2024 - 6/30/2025, PO Range: 686 - 779, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	756	10/29/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/KAITLYN ALBRECHT/HS	200.00
11	757	10/29/2024	11933	JOHN VANCE MOTORS, INC.	PIN AND BEARING KIT	261.12
11	758	10/28/2024	14207	WALMART COMMUNITY	TEACHER \$200\M HUDSON\HS	200.00
11	759	10/30/2024	12682	MIDWEST BUS SALES, INC.	Z020016401 PAINT AND SIDESKIRT/ EGRESS PANEL	248.49
11	760	10/30/2024	14201	WALKER TIRE DTR LLC	TIRES FOR TRUCK 97	1,496.00
11	761	11/01/2024	12682	MIDWEST BUS SALES, INC.	SEAT BACKCOVERS AND FOAM SEATBACKS	606.82
11	762	11/01/2024	15994	AMAZON CAPITAL SERVICES	VARIOUS SUPPLIES	1,000.00
11	763	11/01/2024	12682	MIDWEST BUS SALES, INC.	EVAPORATION COOLER BUS 105	484.55
11	764	11/01/2024	15994	AMAZON CAPITAL SERVICES	\$200/PRIVETTE/CENTRAL	200.00
11	765	11/01/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/DEBORAH MEDLOCK/COTTERAL	83.97
11	766	11/01/2024	15994	AMAZON CAPITAL SERVICES	JH LIBRARY BOOKS	800.00
11	767	11/01/2024	45107	ARVEST BANK OPERATIONS, INC.	FUEL FOR OUT OF TOWN TRIPS	350.00
11	768	11/01/2024	14377	FOLLETT SCHOOL SOLUTIONS, INC	BOOKS	660.00
11	769	11/01/2024	10924	DEMCO, INC	LABELS	112.44
11	770	11/01/2024	11933	JOHN VANCE MOTORS, INC.	FUEL FILTER AND OIL CHANGE TRUCK 95	600.00
11	771	11/01/2024	15994	AMAZON CAPITAL SERVICES	LIBRARY BOOKS	142.90
11	772	11/04/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/E.BENNETT/C.OAK	100.00
11	773	11/03/2024	15994	AMAZON CAPITAL SERVICES	SUPPLIES AND MATERIALS FOR AG PROGRAM	250.00
11	774	11/01/2024	15994	AMAZON CAPITAL SERVICES	ELA INSTRUCTIONAL MATERIALS FOR SPED	325.00
11	775	11/01/2024	17103	WILSON LANGUAGE TRAINING CORP.	INSTRUCTOR MANUAL FOR SPED	125.00
11	776	11/01/2024	14207	WALMART COMMUNITY	TEACHER \$200/E.BENNETT/C.OAK	100.00
11	777	11/01/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/R. ENSIGN/C.OAK	200.00
11	778	11/05/2024	42235	OKLAHOMA KENWORTH, INC	CATALYST FOR BUS 8	1,500.00
11	779	11/05/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/M KEY/FOGARTY	200.00

Non-Payroll Total: **\$223,093.40**Payroll Total: **\$0.00**Balance Forward: **\$0.00**Report Total: **\$223,093.40**

Encumbrance Register

Options: Year: 2024-2025, Date Range: 7/1/2024 - 6/30/2025, PO Range: 257 - 305, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	257	10/09/2024	45200	BRADY INDUSTRIES OF KANSAS LLC	AZURE HAND SOAP	1,899.82
21	258	10/09/2024	45115	JUNK-B-GONE	ROLL OFF DUMPSTERS	3,250.00
21	259	10/10/2024	10110	HENKE & WANG PLUMBING	REPAIR SUMP PIT AT SOFTBALL	4,000.00
21	260	10/09/2024	44870	REECE SAMUEL WILLIAM	INSTALL 5X70 CONCRETE SIDEWALK AT HS	4,900.00
21	261	10/09/2024	44870	REECE SAMUEL WILLIAM	TEAR OUT OLD SIDEWALK AT HS	600.00
21	262	10/09/2024	44086	REID PRINTING, INC	BUSINESS CARDS FOR CODY	145.35
21	263	10/15/2024	17596	PROPANE SALES INC.	FORKLIFT PROPANE AND TANKS	1,000.00
21	264	10/11/2024	17491	ENGINEERED EQUIPMENT, INC.	DISTRICT HVAC FILTERS	775.48
21	265	10/15/2024	44867	ALLIED ELEVATOR SERVICES INC	DISTRICT ELEVATOR AND LIFT REPAIRS	1,000.00
21	266	10/15/2024	15994	AMAZON CAPITAL SERVICES	REZNOR SHOP HEATER FOR TRANSPORTATION	1,586.00
21	267	10/16/2024	42004	ROBERT BROOKE & ASSOCIATES	RESTROOM PARTITION HARDWARE	221.85
21	268	10/22/2024	14280	WILLOBY'S FEED AND OUTFITTERS, LLC	RYE SEED AND FERTILIZER FOR PRACTICE FIELD	2,717.00
21	269	10/22/2024	44157	POPE CONTRACTING, INC.	PAINT DISTRICT FLAG POLES	2,650.00
21	270	10/22/2024	44157	POPE CONTRACTING, INC.	REPAIR JH GYM SOUTH WALL	4,000.00
21	271	10/22/2024	44614	IDN-GLOABL, INC	TRANSMITTER FOR CENTRAL DOOR	65.15
21	272	10/21/2024	45200	BRADY INDUSTRIES OF KANSAS LLC	DISTRICT CUSTODIAL EQUIPMENT PARTS	350.13
21	273	10/24/2024	15994	AMAZON CAPITAL SERVICES	DEWALT CORDLESS VACS AND BATTERIES	500.00
21	274	10/24/2024	10110	HENKE & WANG PLUMBING	INSTALL WATER HEATER RM 600 AT GUES	750.00
21	275	10/24/2024	44681	FRESH FILTERED AIR, INC	DISTRICT HVAC FILTER CHANGES	2,500.00
21	276	10/24/2024	44724	HW 2020 PROPERTY LLC	MOWING/CLEARING HEATHER RD PROPERTY	2,500.00
21	277	10/23/2024	44635	WAXIE'S ENTERPISES, LLC	DISTRICT CUSTODIAL SUPPLIES	7,186.65
21	278	10/23/2024	45200	BRADY INDUSTRIES OF KANSAS LLC	DISTRICT CANLINERS	1,990.85
21	279	10/23/2024	17249	S. T. BOLDING III	ELECTRICAL MATERIAL FOR HS FREEZER	2,166.44
21	280	10/23/2024	17249	S. T. BOLDING III	INSTALL ELECTRICAL SERVICE FOR HS FREEZER	4,630.00
21	281	10/25/2024	45341	SCHAUER FAMILY INNOVATIONS LLC	SAFETY HOOKS FOR DISTRICT	3,228.75
21	282	10/25/2024	43988	RUSSELL INTERIORS, INC.	WINDOW BLINDS FOR JH TECH ED RMS	2,550.00
21	283	10/25/2024	44092	INNOVATIVE MECHANICAL LLC	NEW UNIT FOR FOGARTY OFFICE	3,600.00
21	284	10/25/2024	44614	IDN-GLOABL, INC	CORBIN MORTISE LOCK FOR GUES	709.74
21	285	10/29/2024	10110	HENKE & WANG PLUMBING	DISTRICT PLUMBING REPAIRS	1,000.00
21	286	10/28/2024	44092	INNOVATIVE MECHANICAL LLC	DISTRICT HVAC REPAIRS AND SERVICE	2,500.00
21	287	10/25/2024	44092	INNOVATIVE MECHANICAL LLC	INSTALL NEW HVAC UNIT IN FOGARTY OFFICE	1,850.00
21	288	10/30/2024	45200	BRADY INDUSTRIES OF KANSAS LLC	CHAIR FEET PROTECTORS	825.00

Encumbrance Register

Options: Year: 2024-2025, Date Range: 7/1/2024 - 6/30/2025, PO Range: 257 - 305, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	289	10/29/2024	44507	JACK CHAPMAN	INSTALL DOOR AT JR HIGH GYM	2,000.00
21	290	10/29/2024	42501	EARTHSNART CONTROLS, LLC	DISTRICT HVAC CONTROLS REPAIRS AND SERVICE	1,000.00
21	291	10/29/2024	44614	IDN-GLOABL, INC	VOND TAIL PIECE GUIDE	38.73
21	292	11/01/2024	45348	THOMAS JOEL NORMAN	HONEYBEE REMOVAL AT JR HIGH	3,500.00
21	293	11/03/2024	17249	S. T. BOLDING III	INSTALL ELECTRIC FOR SPED ROOM	4,871.35
21	294	11/01/2024	45001	EXTERIOR SOLUTIONS GROUP, LLC	ROOF REPAIRS AT JR HIGH	4,000.00
21	295	11/01/2024	45001	EXTERIOR SOLUTIONS GROUP, LLC	ROOF REPAIRS AT FAVER	4,000.00
21	296	11/01/2024	11619	HOME DEPOT CREDIT SERVICES	TRAFFIC BARRICADES	307.08
21	297	11/01/2024	44614	IDN-GLOABL, INC	DOOR HARDWARE FOR CENTRAL & CHARTER OAK	147.65
21	298	11/05/2024	11619	HOME DEPOT CREDIT SERVICES	FOLDING CHAIRS	785.70
21	299	11/05/2024	11619	HOME DEPOT CREDIT SERVICES	CEILING TILES FOR JR HIGH	231.88
21	300	11/05/2024	44684	PROF. SPRINKLER INSPECTIONS, LLC	DISTRICT FIRE ALARM SYSTEM REPAIRS AND SERVICE	1,000.00
21	301	11/04/2024	11619	HOME DEPOT CREDIT SERVICES	DISTRICT CEILING TILES	1,065.60
21	302	11/04/2024	45345	HARNESS ROOFING INC	DISTRICT ROOF REPAIRS	4,000.00
21	303	11/05/2024	45345	HARNESS ROOFING INC	ROOF LEAK REPAIRS AT FOGARTY	4,500.00
21	304	11/05/2024	45345	HARNESS ROOFING INC	ROOF LEAK REPAIRS AT CENTRAL	1,800.00
21	305	11/05/2024	45345	HARNESS ROOFING INC	ROOF LEAK REPAIRS AT HIGH SCHOOL	2,000.00

Non-Payroll Total:	\$102,896.20
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$102,896.20

Change Order Listing

Options: Fund: GEN FUND-FOR OP, Year: 2024-2025, ReferenceDate: PO Date, Date Range: 10/1/2024 - 10/31/2024,
Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
79	07/01/2024	42120	PROFESSIONAL OKLAHOMA EDUCATORS	POE FINANCE WORKSHOP REGISTRATION	50.00
92	07/01/2024	11169	ENDEX OF OKLAHOMA, INC.	BLANKET FOR PARTS AND REPAIRS	41.31
102	07/01/2024	44196	PDQ.COM CORPORATION	SOFTWARE-TECHNOLOGY	63.75
177	07/01/2024	12899	O'REILLY AUTOMOTIVE STORES, INC.	VARIOUS PARTS	-0.15
205	07/01/2024	14316	AHP OF OKLAHOMA	FERPA PUBLICATION	-100.70
236	07/09/2024	11169	ENDEX OF OKLAHOMA, INC.	INTERCOM FOR PORTABLE	89.10
250	07/08/2024	45107	ARVEST BANK OPERATIONS, INC.	AIRBNB HOME FOR TULSA STATE FAIR	-0.42
278	07/18/2024	14207	WALMART COMMUNITY	TEACHER \$200\L.PORTER\HS	-0.42
289	07/18/2024	12910	OFFICE DEPOT, INC.	STAFF CHAIRS	-1,000.00
326	07/30/2024	45200	BRADY INDUSTRIES OF KANSAS LLC	COPY PAPER FOR DISTRICT	4.00
352	08/01/2024	16829	OFFICEMAX, INC.	FILE CABINETS FOR UPSTAIRS OFFICE	-113.49
359	08/05/2024	11933	JOHN VANCE MOTORS, INC.	REPAIRS TRUCK 83	-1,867.29
378	08/07/2024	12173	LAMPTON WELDING SUPPLY COMPANY, INC	LINCOLN WELDING CART W/ HARD RUBBER WHEELS	-332.03
380	08/08/2024	41388	CITIBANK\TRACTOR SUPPLY CREDIT PLAN	TOOLBOX FOR TRUCK 94	-25.01
392	08/02/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200\T.YOUNG\HS	-0.41
415	08/09/2024	44361	BETSY CHEN	BEHAVIORAL COACH	4,838.03
423	08/14/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200\D. RUSSELL\HS	-4.12
427	08/16/2024	14207	WALMART COMMUNITY	TEACHER\$200/B.KISNER/C.OAK	-74.56
435	08/14/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200\R. GIBSON\HS	-27.45
437	08/12/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/MICHELE ROACH/GUES	-0.06
438	08/16/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200\K.BEEBY\HS	-0.52
439	08/16/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/F.SMITH/HS	-20.61
444	08/14/2024	14207	WALMART COMMUNITY	TEACHER \$200.00/MANN/FOGARTY	-0.70
458	08/19/2024	44110	CDW LLC	COLOR PRINTER AND INK CARTRIDGE	-135.45
468	08/22/2024	15994	AMAZON CAPITAL SERVICES	BUNN VP17-3 COFFEE MAKER	-11.50
470	08/20/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/SMCKINLEY/C.OAK	-2.98
481	08/26/2024	45092	LITERACY RESOURCES LLC	CURRICULUM FOR SPED	-7.76
482	08/23/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200\K.BLAKE MORE\HS	-0.55
483	08/23/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200\M.REDUS\HS	-1.04
490	08/06/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200\A.MELSSSEN\HS	-0.07
492	08/26/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200\JADON DAVENPORT\HS	-105.06
495	08/26/2024	14207	WALMART COMMUNITY	\$200/FRIESE/CENTRAL	-0.82
496	08/26/2024	11933	JOHN VANCE MOTORS, INC.	ADDITIONAL REPAIRS TO TRUCK	1,101.63
497	08/25/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/ABBOTT/FOGARTY	-5.43
500	08/26/2024	14207	WALMART COMMUNITY	TEACHER \$200/CRAWFORD/FOGARTY	-42.62
503	08/27/2024	14207	WALMART COMMUNITY	TEACHER \$200\J.JENSEN\HS	0.02

Change Order Listing

Options: Fund: GEN FUND-FOR OP, Year: 2024-2025, ReferenceDate: PO Date, Date Range: 10/1/2024 - 10/31/2024,
Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
507	08/28/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/HEATHER SARMIENTO/COTTERAL	-1.00
515	08/30/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/E.FOGAL/C.OAK	-1.82
516	08/30/2024	15994	AMAZON CAPITAL SERVICES	SONY WH-1000XM5 HEADSET FOR BUS VIDEO	0.99
517	08/30/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200\B.PERRING\HS	-4.16
521	08/29/2024	44280	MARTIN AUTOMOTIVE	DIAGNOSTIC AND REPAIR TO VAN 61	2.49
530	08/26/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/C. HAMM/FOGARTY	16.85
532	09/04/2024	17992	WESTERN GLASS & ATV, INC.	FILLER FOR BUS WINDSHIELDS & WINDSHIELD (BUS 33)	-75.00
539	09/05/2024	11441	THE PROPHET CORPORATION	TEACHER \$200/R. CROCKETT/COTTERAL	-6.84
540	09/05/2024	15994	AMAZON CAPITAL SERVICES	GRAPHING CALCULATORS FOR MATH DEPARTMENT	-6,154.55
542	09/04/2024	15994	AMAZON CAPITAL SERVICES	TEACHER\$200/GROCE/GUES	-14.48
545	09/03/2024	15994	AMAZON CAPITAL SERVICES	TEACHE\$200/WHITEHEAD/JH	-3.63
547	08/28/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/SIMPSON/GUES	-51.84
548	09/06/2024	15994	AMAZON CAPITAL SERVICES	TEACHER 200/DIMMITT/JH	-30.93
549	09/06/2024	15994	AMAZON CAPITAL SERVICES	MINI IPAD AND ACCESSORIES FOR STUDENT INTERPRETER	-178.15
551	09/09/2024	15994	AMAZON CAPITAL SERVICES	CONSUMABLES FOR STEM CLASSROOM	-6.30
552	09/09/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/K.TODD/C.OAK	-3.93
560	09/09/2024	15994	AMAZON CAPITAL SERVICES	AG SUPPLIES AND MATERIALS	-2.19
565	09/11/2024	13286	RED ROCK DISTRIBUTING CO.	5000 GALLONS DIESEL 1100 GALLONS UNLEADED	-95.83
571	09/12/2024	42235	OKLAHOMA KENWORTH, INC	REPAIRS TO BUS 17	31.35
572	09/12/2024	15994	AMAZON CAPITAL SERVICES	TEACHER 200/ZAHIRI/JH	-3.22
573	09/12/2024	15994	AMAZON CAPITAL SERVICES	TEACHER 200/WILKERSON/JH	-12.77
575	09/12/2024	44494	LAZEL, INC.	ANNUAL SUBSCRIPTION	-18.68
576	09/12/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200\L. CASEY\HS	-10.49
582	09/13/2024	11933	JOHN VANCE MOTORS, INC.	SPRING SHOCK X 2	-5.91
583	09/05/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/CAROLINE ROBERTS/GUES	-6.13
592	09/09/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200.00 / INGLE / FOGARTY	-0.42
593	09/09/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/HALL/FOGARTY	1.36
595	09/18/2024	15994	AMAZON CAPITAL SERVICES	TEACHER 200/SCROGGINS/JH	-5.78
597	09/18/2024	43510	HOOTEN OIL COMPANY, INC	DIESEL EXHAUST FLUID	-68.82
602	09/19/2024	17756	VEX ROBOTICS, INC	CARL PERKINS/JR. HIGH STEM/CECIL MIDGETT	4.59
605	09/17/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200\C. SANDERS\HS	-1.26
608	09/19/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/LAURA BEEBY/COTTERAL	-42.86
609	09/19/2024	15994	AMAZON CAPITAL SERVICES	OFFICE FURNITURE FOR ROUTE SUPERVISORS OFFICE	3.95

Change Order Listing

Options: Fund: GEN FUND-FOR OP, Year: 2024-2025, ReferenceDate: PO Date, Date Range: 10/1/2024 - 10/31/2024,
Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
614	09/20/2024	44280	MARTIN AUTOMOTIVE	A/C REPAIR FOR TRUCK 80	-749.90
617	09/19/2024	15994	AMAZON CAPITAL SERVICES	SUPPLIES AND MATERIALS FOR AG PROGRAM	-43.02
619	09/23/2024	16611	PENSKE COMMERCIAL VEHICLES, US, LLC	ADDITIONAL WORK TO BUS 105 AC	120.95
625	09/23/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/CARMEN BROWN/COTTERAL	-0.99
626	09/23/2024	15994	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	-3.82
629	09/25/2024	16459	X-CEL BADGE & ENGRAVING CO., INC.	2 DESK PLATES	-8.50
631	09/24/2024	44186	DOUBLE T ENTERPRISES, LLC	BUS AND FLEET BATTERIES	31.50
632	09/24/2024	43226	ID SPECIALISTS	BADGE SUPPLIES-TECHNOLOGY	-3.33
639	08/22/2024	15994	AMAZON CAPITAL SERVICES	TEACHER\$200/CRAWFORD/GUES	-12.50
640	09/24/2024	15994	AMAZON CAPITAL SERVICES	TEACHER\$200/MEDLOCK/COTTER AL	-6.27
641	09/24/2024	15994	AMAZON CAPITAL SERVICES	TEACHER \$200/BETH TAYLOR/COTTERAL	-0.01
645	09/26/2024	45325	RJ COOPER & ASSOCIATES INC	CLASSROOM SUPPLY	-31.00
646	09/26/2024	15994	AMAZON CAPITAL SERVICES	\$200/B BLEWETT/CENTRAL	-5.48
659	09/30/2024	44033	EARNHEART CRESCENT LLC	DIESEL FOR GENERATOR AT THE HIGH SCHOOL	-755.20
663	09/13/2024	15994	AMAZON CAPITAL SERVICES	\$200 SUPPLIES/K CAMPBELL/CENTRAL	200.00
668	09/23/2024	14207	WALMART COMMUNITY	TEACHER \$200/M.GARBARINO/C.OAK	200.00
681	09/26/2024	15994	AMAZON CAPITAL SERVICES	NURSE SUPPLY	17.49
Non-Payroll Total:					(\$5,488.87)
Payroll Total:					(\$32,222.15)
Report Total:					(\$37,711.02)

Change Order Listing

Options: Fund: Building, Year: 2024-2025, ReferenceDate: PO Date, Date Range: 10/1/2024 - 10/31/2024, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
3	07/01/2024	16626	JOHN HUDSON	DISTRICT MOWING	-304.00
29	07/01/2024	12324	LOCKE SUPPLY CO.	DISTRICT PARTS AND SUPPLIES	-44.14
132	08/05/2024	41388	CITIBANK\TRACTOR SUPPLY CREDIT PLAN	LIME FERTILIZER FOR SOFTBALL	-88.02
151	08/13/2024	44092	INNOVATIVE MECHANICAL LLC	HVAC REPAIRS AND SERVICE	51.50
155	08/15/2024	44092	INNOVATIVE MECHANICAL LLC	HVAC REPAIRS TO JH GYM UNIT	-30.00
174	08/26/2024	10110	HENKE & WANG PLUMBING	DISTRICT PLUMBING REPAIRS	-22.50
176	08/23/2024	11619	HOME DEPOT CREDIT SERVICES	MATERIAL FOR FAVER RAMP	107.74
188	08/30/2024	10110	HENKE & WANG PLUMBING	DISTRICT PLUMBING REPAIRS & SERVICE	-23.24
190	08/29/2024	12967	OKLAHOMA HOME CENTERS, INC.	DISTRICT PARTS AND SUPPLIES	-5.93
194	09/05/2024	15994	AMAZON CAPITAL SERVICES	HILTI HAMMER DRILL	-21.19
197	09/06/2024	44614	IDN-GLOABL, INC	CORBIN MORTISE LOCK BODY FOR GUES	-11.63
198	09/06/2024	17330	AMERICAN TIME & SIGNAL CO.	CLOCK MOTOR FOR HS	-0.10
200	09/09/2024	44013	CENTRAL OKLAHOMA WINNELSON	BOTTLE FILLER FILTERS FOR CENTRAL	-0.98
202	09/09/2024	10110	HENKE & WANG PLUMBING	PLUMBING REPAIRS AND SERVICES	130.78
204	09/11/2024	42241	SETON IDENTIFICATION PRODUCTS	SIGN POSTS FOR DISTRICT	-40.50
205	09/12/2024	12967	OKLAHOMA HOME CENTERS, INC.	DISTRICT PARTS AND SUPPLIES	-6.99
208	09/13/2024	10110	HENKE & WANG PLUMBING	DISTRICT PLUMBING REPAIRS AND SERVICE	-507.63
209	09/13/2024	17921	SCHOOL HEALTH CORPORATION	AED BATTERY FOR HS	-73.27
212	09/18/2024	45241	OSWALT EQUIPMENT COMPANY	REMOVAL OF SPRINKLER HEADS @GUES	2,309.09
213	09/18/2024	10234	MAKERS GLASS INC	REPLACEMENT OF DOOR WINDOW AT GUES	-17.85
215	09/20/2024	43973	CHRISTOPHER CODY HAYES	REMOVE 3 LARGE MAPLES @ SQUIRES FIELD	-100.00
223	09/25/2024	40596	JAMES C. MCGEE	PICK UP AND DELIVER BLEACHERS TO SOFTBALL	-400.00
226	09/25/2024	14280	WILLOBY'S FEED AND OUTFITTERS, LLC	RYE SEED FOR FOOTBALL FIELD	-0.27
227	09/25/2024	14280	WILLOBY'S FEED AND OUTFITTERS, LLC	RYE SEED FOR BASEBALL FIELD	-0.18
233	09/26/2024	43749	TREAT'S SOLUTIONS, LLC	JR JUMBO TP FOR CHARTER OAK	-5.80
235	09/27/2024	10110	HENKE & WANG PLUMBING	PLUMBING REPAIRS TO WELL HOUSE AT SCHOOL FARM	-221.23

Non-Payroll Total: **\$673.66**

Payroll Total: **\$0.00**

Report Total: **\$673.66**



RENEWAL QUOTE

Page	1
Quote#	7797408
Issue Date	10/07/2024
Expiration Date	12/31/2024
Customer#	3523588
Customer	GUTHRIE PUB SCHS

GUTHRIE PUB SCHS
802 E VILAS AVE
GUTHRIE OK 73044

Quote Summary		Payable in USD
Quote Total		\$9,233.35
Applicable taxes are NOT included Service Expiration Dates are displayed at each line item below		

Mail Purchase Order with Quote or include Quote number on Purchase Order

Mail Payment (Check)
Follett Software, LLC
91826 Collection Center Dr
Chicago, IL 60693-0918

Follett Software, LLC.
1340 Ridgeview Drive
McHenry, IL 60050 USA
Email: FSSorders@follettsoftware.com

Quote Details

Item Number / Description		Renewal Months	Current Expiration Date	New Expiration Date	Amount
CHARTER OAK ELEM SCH - 3503074					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2024	11/30/2025	\$1,169.05
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2024	11/30/2025	\$150.00
Site Total					\$1,319.05
COTTERAL ELEM SCH - 3500729					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2024	11/30/2025	\$1,169.05
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2024	11/30/2025	\$150.00
Site Total					\$1,319.05
CTRL SCH - 3500728					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2024	11/30/2025	\$1,169.05
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2024	11/30/2025	\$150.00
Site Total					\$1,319.05
FOGARTY SCH - 3500730					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2024	11/30/2025	\$1,169.05
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2024	11/30/2025	\$150.00
Site Total					\$1,319.05
GUTHRIE HIGH SCH - 3500731					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2024	11/30/2025	\$1,169.05
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2024	11/30/2025	\$150.00
Site Total					\$1,319.05
GUTHRIE JR HIGH SCH - 3523575					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2024	11/30/2025	\$1,169.05
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2024	11/30/2025	\$150.00

If you have questions, please contact our Customer Service Team at 800.323.3397, Options 1 or email softwarecs@follettsoftware.com.

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.



RENEWAL QUOTE

Page	2
Quote#	7797408
Issue Date	10/07/2024
Expiration Date	12/31/2024
Customer#	3523588
Customer	GUTHRIE PUB SCHS

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
GUTHRIE UPR ELEM SCH - 3523717				Site Total \$1,319.05
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2024	11/30/2025	\$1,169.05
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2024	11/30/2025	\$150.00
Site Total 				\$1,319.05

End of Quote

If you have questions, please contact our Customer Service Team at 800.323.3397, Options 1 or email softwarecs@follettsoftware.com.

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.



Guthrie Public Schools

Memo

To: Dr. Simpson and Guthrie Board of Education

From: Carmen Walters, Assistant Superintendent

Date: November 4, 2024

Re: Agreement with Cornerstone Counseling and Consulting Inc.

Attached is a copy of the 2024-2025 agreement between Guthrie Public Schools and Cornerstone Counseling and Consulting Incorporated.

Cornerstone Counseling and Consulting provides behavioral health services to students that are referred to them at our sites.

I recommend approval of the agreement between Guthrie Public Schools and Cornerstone Counseling and Consulting.

AGREEMENT

THIS AGREEMENT is entered into on the 4th day of November 2024 by and between INDEPENDENT SCHOOL DISTRICT No. 1 of LOGAN COUNTY, OKLAHOMA, a/k/a Guthrie Public Schools, hereinafter referred to as “District” and CORNERSTONE COUNSELING AND CONSULTING INCORPORATED, an Oklahoma corporation, hereinafter referred to as “Provider.”

RECITALS:

WHEREAS, the District desires to make the District's school site available to qualified agencies providing behavioral health services. These services may include, but are not limited to, related services such as case management, behavioral rehabilitation, counseling, advocacy, referrals to auxiliary services, crisis response, psychoeducation, assessments, screenings, and Medicaid-eligible services (the “Services”) at District sites for the 2024-2025 school year.

WHEREAS, Provider desires to provide such Services at District's school sites under the conditions of this Agreement.

NOW, THEREFORE, the parties as follows:

- 1. The provider may have access to certain district school sites to provide services to district students. Provider represents and warrants to the District that Provider is an accredited mental health agency. Proof of accreditation from a state or national accreditation agency must be submitted to the District prior to the first delivery of Services. Accreditation from any of the following organizations will satisfy this requirement:**
 - a. Commission on Accreditation of Rehabilitation Facilities (CARF)**
 - b. Council on Accreditation (COA)**
 - c. The Joint Commission for Accreditation/Certification of Healthcare Organizations (JCAHO)**
 - d. American Osteopathic Association (AOA)**
 - e. State Department of Mental Health and Substance Abuse**
- 2. The provider's counselors delivering services will possess licensure from the State of Oklahoma as a licensed professional counselor or be under supervision for licensure as a licensed professional counselor or as a licensed clinical social worker. Provider's employees who possess an appropriate state certification may provide other**

behavioral health services under the terms of this Agreement (i.e., case management and behavioral health aide services).

- 3. Provider may deliver Services to students at a school site provided that Provider first obtain the written consent of the site principal and/or counselor.**
- 4. The District will work with the Provider to manage a schedule for the delivery of the Services that meet the needs of the student and does not interfere unreasonably with the student's other activities. In that regard, the following guidelines shall apply:**
 - a. Services cannot significantly interfere with the instruction time required by the student to be academically successful. Services must be delivered on a schedule that maintains the integrity of the student's instructional program. Services must allow the student's time in instruction to meet state accreditation requirements.**
 - b. Services cannot deprive a student from experiencing needed social time/experiences.**
- 5. The Provider will provide Services to District's students at the request of the student's parent(s) or guardian(s). Prior to the first delivery of Services, the Provider must submit documentation of parental or guardian consent for Services.**
- 6. Provider's Services shall be performed to the reasonable satisfaction of the site principal and the District's assigned liaison and may include the following:**
 - a. Determine specific therapeutic needs, plan and provide appropriate therapies and activities, and assess, modify, and improve the Services provided to each student as dictated by the student's individual needs and consistent with the terms of this Agreement.**
 - b. Work closely with the student's site-based support team to build and execute a comprehensive and collaborative support plan for the student. This includes the scheduling of regular meetings to discuss progress and programming needs relevant to the educational success of the student. Pursuant to applicable law, and as needed, the District and Provider will provide access upon request to records of students receiving services under this Agreement.**
 - c. Orient, train, and consult with professional and nonprofessional staff in treatment techniques that can be used in the classroom.**
 - d. Provide verbal and/or written reports to the District on a mutually agreeable schedule.**

- e. **Provide in-service training for staff and families as mutually agreed upon by both parties to the Agreement.**
 - f. **Perform other services as may be mutually agreed upon by both parties to the Agreement.**
- 7. **If Provider's employee fails to perform Services in accordance with directions provided or to the District's satisfaction, Provider's administrative representative will be contacted and so informed. In the event that said issues are not resolved to the District's satisfaction, Provider will, upon written request by the District, remove that employee immediately from the school.**
 - 8. **All wages, taxes, benefits, and other employment-related expenses and duties associated with the Provider's employees are the sole responsibility of the Provider.**
 - 9. **The Provider's employees will provide Services at their assigned school site only during school hours, upon appointment, and when a particular school is in session according to the District's annual school calendar. The Provider may not take students off of school property to provide Services pursuant to this Agreement.**
 - 10. **The Provider will maintain all records, logs, and documentation, including progress notes, prepared by the Provider's employees concerning students and Services provided in compliance with applicable provisions of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA").**
 - 11. **Under no circumstances shall Provider invoice or attempt to collect a copay or other fee from the student, parent, the District, any student's private insurance, or any parent's private insurance for Services provided pursuant to this Agreement. Invoicing for any service is the sole responsibility of the Provider. Provider shall act as the Medicaid Provider for all Services provided under this Agreement and will bill Medicaid or other health insurance for all Services provided to District students who are Medicaid or insurance eligible pursuant to its regular Medicaid or other insurance fee schedule for such Services. The Provider will comply with the requirements of state and federal law and regulations in seeking Medicaid or other insurance reimbursements for these Services. Provider is solely responsible for the proper billing of Medicaid or other insurance-covered Services under this Agreement. If the Provider employs a staff member under this Agreement who is ineligible to bill Medicaid or other identified insurance, the provider shall bear the full cost of such person's services.**
 - 12. **The Provider agrees to and shall defend, indemnify, and hold the District, its officers, administrators, board members, employees, agents, assigns, and attorneys harmless from and against any and all liability, loss, or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or**

result from the negligent or intentional acts or omissions of Provider, its officers, agents, employees, or contractors. As the Medicaid Provider under this Agreement, the Provider shall specifically indemnify and hold harmless the District, its officers, administrators, board members, employees, agents, assigns, and attorneys from and against any and all liability, loss, or expense, including reasonable attorney's fees, relating to any legal proceedings (including, but not limited to, administrative proceedings), penalties, claims, or Medicaid/insurance disallowances arising out of any omission, fault or negligence by Provider, its agents, employees or anyone under its direction or control, or on its behalf, in connection with the billing of and reimbursement from Medicaid as required in this Agreement.

13. **Provider agrees that, prior to performing any Services under This Agreement, Provider will obtain a Commercial General Liability (“CGL”) insurance policy and a Professional Liability insurance policy (“PL”), each insuring Provider in an amount not less than \$1,000,000.00 for bodily injury to or death of any individual, and \$1,000,000.00 in the aggregate for bodily injury or death. In addition, it is required that the Provider's insurance include coverage for Sexual Abuse and Molestation within either the Commercial General Liability policy or the Provider's Professional Liability policy. The Provider must add the District as an additional insured party on each policy and maintain the required insurance policies at all times while this Agreement is in effect. The Provider agrees that it will furnish the District with verification of the insurance policies required by this Agreement. If any of the required insurance policies are canceled during this school year, the Provider must immediately notify the District and cease providing Services.**
14. **The Provider affirms that its employees and anyone who will be on District property and acting on behalf of the Provider in the performance of Services under this Agreement are covered by Workers Compensation Insurance or submit the Oklahoma Workers' Compensation Insurance Certificate of non-coverage and shall in no event be entitled to any such coverage from the District.**
15. **The Provider's employees will operate in accordance with applicable federal and state laws and regulations and with District policies, rules, regulations, and applicable guidance. Services shall be provided to all persons, regardless of ability to pay, race, color, sex, national origin, disability, religion, age, sexual orientation, or gender identity.**
16. **The Provider is responsible for costs associated with the provision of any required translation of services for Limited English Proficient (LEP) parents or legal guardians of students receiving Services pursuant to this Agreement.**
17. **The District and Provider agree that student safety is a top priority. Provider agrees that it will not hire any individual to perform Services on District property, whether as an officer, agent, employee, or contractor, who has been convicted of a felony within the past 10 years; or at any time has been convicted of, or pled guilty or no**

contest to, a charge involving illegal chemical substances or a sexual offense. The Provider hereby certifies that none of its employees working on District property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippey Violent Offender Registration Act. The Provider shall submit written proof to the District's assigned liaison that all of the Provider's employees providing Services on District property have passed background checks, including a nationwide criminal check, multi-state offender check, OSBI criminal record check, and a current drug screening prior to their entering upon District property. All Provider's employees must have in their possession, at all times, a current photo ID that identifies them as an employee of the Provider. If, at any time, a Provider's employee demonstrates actions that are inappropriate or creates a disruption within the school, the site principal may require that the person leave District property and not return without specific permission of the principal.

18. Oklahoma law requires every person having reason to believe that a child under the age of eighteen (18) years is a victim of abuse or neglect to promptly report to the Department of Human Services. Reports shall be made to the Department of Human Services Hotline. Provider's employees, agents, contractors, or representatives, while providing services under this Agreement, who report child abuse/neglect to DHS shall immediately thereafter advise the principal, the principal's supervisor, or the Director of Health Services.
19. The Services of the Provider may not be written into a student's IEP.
20. Both the Provider and the District may terminate this Agreement for any reason upon thirty (30) days' written notice. Termination of this Agreement by the District may be effectuated by the Superintendent of the District or the Superintendent's designee.
21. No failure or delay in the exercise of any right, remedy, power, or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, remedy, power, or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The rights, remedies, powers, and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers, and privileges provided by law or in equity.
22. **THIS AGREEMENT IS NOT ASSIGNABLE, AND THE OBLIGATIONS OF THIS AGREEMENT MAY NOT BE SUBCONTRACTED OR OTHERWISE DELEGATED TO OTHERS.**

IN WITNESS WHEREOF, the District and Provider have executed this Agreement on the day and year first above written.

**INDEPENDENT SCHOOL DISTRICT NO.
1 OF LOGAN COUNTY, OKLAHOMA**

By: _____

Name: _____

Title: _____
"District"

**CORNERSTONE COUNSELING AND
CONSULTING INCORPORATED**

By:  _____

Name: Valerie J. Lewis

Title: Executive Director
"Provider"

AFFILIATION AGREEMENT

**Cornerstone Counseling and Consulting
108 S. Division St. #2
Guthrie, OK 73044**

**Guthrie Public Schools
802 East Vilas
Guthrie, OK 73044**

Cornerstone Counseling and Consulting provides behavioral health services to everyone in the Health Professional Shortage Area it serves regardless of the person's ability to pay (including those eligible for Medicaid, Medicare, and the Children's Health Insurance Program (CHIP). Guthrie Public Schools is an Oklahoma school district in Logan County, designated HPSA.

Both organizations will comply with the following:

- 1) Individually maintain full responsibility for the respective services delivered by their employees or contract providers. Cornerstone carries professional liability Insurance, as do its individual providers.**
- 2) Provide services to all persons, regardless of ability to pay, race, color, sex, national origin, disability, religion, sexual orientation, or gender identity.**
- 3) Orient and train their respective staff on any issue(s) deemed relevant to this affiliation.**
- 4) Have a process for sharing pertinent private health care information through shared health records or other administrative processes through authorizations for release of information.**
- 5) Demonstrate continuity of care with persons referred by following written procedures and/or assigning personnel for care coordination and case management as outlined below:**
 - I. Cornerstone Counseling & Consulting will:**
 - a. Adhere to all policies and procedures set forth by Guthrie Public Schools for providing counseling services to GPS students and their families.**
 - b. Follow the procedures for referral, assessment and counseling services set forth by GPS.**

- c. Provide consultation and crisis intervention when requested by GPS.**

II. Guthrie Public Schools will:


- a. Allow access and appropriate meeting space for Cornerstone Counseling providers to counsel students in the GPS schools.**
 - b. Will establish procedures for referral of students and families to Cornerstone Counseling.**
 - c. Request consultation and crisis intervention services when deemed appropriate.**
- 6) Personnel at Cornerstone Counseling will track and follow up on referral appointments and will schedule consultation or care coordination meetings between providers involved in the referral process.**
 - 7) If there is a professional liability claim that involves services provided under the auspices of this agreement, then each party will cooperate in any investigation into such matters by providing access to records, documents, and witnesses.**
 - 8) The parties (and their employees, agents, and contractors) shall maintain the confidentiality of all client and/or individual party information in accordance with all applicable state and federal laws, including HIPAA and regulations regarding the confidentiality of such information. The parties (and their employees, agents, and contractors) shall not divulge such confidential information to any third parties without the client's or party's prior written consent, except as to clients required by law or as necessary to treat such client.**
 - 9) This Agreement may be terminated immediately upon written notice to all parties of the Agreement.**
 - 10) The parties shall attempt to resolve any dispute arising under this Agreement by engaging in informal discussion.**

This Agreement is effective _____

And shall be automatically renewed from year to year under the same terms and conditions.

Guthrie Public Schools

Cornerstone Counseling & Consulting

_____ 

Date: _____

Date: 11/4/2024



Guthrie Public Schools

Memo

To: Dr. Simpson and Guthrie Board of Education
From: Carmen Walters, Assistant Superintendent
Date: November 4, 2024
Re: Stop, Go and Tell Agreement

Attached is a copy of the 2024-2025 agreement between Guthrie Public Schools and Bethesda, Inc., an Oklahoma not-for-profit corporation.

Stop, Go and Tell is a program through Bethesda that is a fun, age appropriate and interactive way to teach children about personal space boundary rules and what to do if someone tries to break those rules.

The program is free of cost to the district.

I recommend approval of the agreement between Guthrie Public Schools and Bethesda, Inc.

**MEMORANDUM OF AGREEMENT
BETWEEN
Guthrie Public Schools
AND
Bethesda Inc. Education Program**

I. INTRODUCTION

THIS MEMORANDUM OF AGREEMENT ("Memorandum"), effective December 1, 2024 to June 30, 2025 between Oklahoma City Public School ("PARTNER") an organization Bethesda Inc: *not-for-profit* established under the laws of the state of Oklahoma with its offices in Oklahoma County represented by [Dr. Mike Simpson, Superintendent]; and Bethesda Inc. ("PARTNER"), an Oklahoma, USA not-for-profit corporation with its principal place of business in Cleveland Co., USA, represented by [Julie Sisler], [Executive Director]; collectively referred to as "the Partners".

II. PREAMBLES

WHEREAS, Guthrie Public School is a public school district in Logan county.

WHEREAS, Bethesda is a non-profit organization, qualified under Section 501(c)(3) of the United States Internal Revenue Code and organized for the purpose of healing the trauma of childhood sexual abuse through treatment, education and prevention by assisting organizations in other counties such as [Guthrie Public Schools] by equipping children with the vocabulary, permission, and courage to speak up about abuse.

WHEREAS, this Agreement has as its objective the collaboration and participation of both organizations for the conservation of childhood sexual abuse in the USA; and for this reason this Agreement facilitates the establishment of channels of communication that permit the creation and interchange of information, and coordination of scheduling.

WHEREAS, the missions of the Partners are complementary;

THEREFORE, the Partners wish to continue working together and in compliance with the following clauses:

III. GOAL

Bethesda Inc. will provide the Stop, Go and Tell in individual classrooms at elementary schools in the Guthrie school district.

IV. AREAS OF COLLABORATION

DESCRIBE AREAS OF COLLABORATION BETWEEN PARTNER AND [PARTNER]

- a. The District and Bethesda agree that student safety is a top priority. In an effort to protect student safety, the Parties represent and warrant that they will not hire any individual, whether as an officer, agent, employee, or contractor, who has been convicted of a felony or who has been convicted of any crime involving moral turpitude. The Parties also declare that none of its employees working on school premises are currently registered or required to register under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Crime

Offenders Registration Act. Both parties agree to request that all their employees have in their possession, at all times, a current photo ID which identifies them as a staff member of their agency. Upon request of the District, Bethesda shall submit written proof to the District's Department of Guidance and Counseling that all applicable employees have passed background checks and a drug screening prior to their entering the building of the school to provide Services pursuant to this Agreement.

- b. Each presentation will be approximately 30 minutes long, given to one classroom of students at a time. During the presentation, students will learn that their body belongs to themselves. They have public parts, which are okay to see, and private parts, which are covered by a bathing suit (no specific private parts are named). They learn the five personal space boundary rules, and what to do if someone breaks a boundary rule: STOP, GO find someone safe, and TELL them what happened. They learn how to identify safe adults. They learn that they can decide who comes in and out of their personal space. And finally, they learn that it is not their fault if someone breaks a boundary rule.
- c. Since the presentation is designed to empower children and give them the necessary language to speak up if boundary rules are being broken, occasionally upon hearing the presentation students make disclosures or other statements that may require some follow-up. No one knows your students better than you, so we ask that you remain in the room for the presentations to help identify and follow up with students who would benefit from more individual attention.
- d. In order to make sure that all students are able to learn in a minimally distracting environment, we ask that school personnel stay engaged and assist with classroom management as needed during the presentation.

V. AREAS OF COMMUNICATION

COMMUNICATIONS AND BUILDING A CONSERVATION ETHIC. Each school representative will contact Bethesda Inc. to schedule presentations. Following all presentations, the school representative will provide Bethesda with the following information:

1. # of adults who listened to the presentation
2. # of disclosures of boundary rules being broken.
3. # of students who listened to the presentation
4. Overall effectiveness of the program

VI. PRINCIPAL CONTACTS

The Principal Contacts for each one of the organizations is:

OKCPS:
Dr. Mike Simpson
Superintendent Guthrie Public Schools
802 East Vilas, Guthrie, OK 73044
Office: 405.405.282.8900

Bethesda Inc:
Julie Sisler
Executive Director
1181 E. Main St. Norman, OK 73072
Julie@Bethesdaok.org
405.364.0333

Such Principal Contacts may be changed in writing from time to time by their respective Partners.

commercial undertaking for monetary gain. Neither Partner will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

VII. DISPUTE RESOLUTION

The Partners hereby agree that, in the event of any dispute between the Partners relating to this Agreement, the Partners shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through mediation, if Partners can agree on a mediator. The costs of mediation shall be shared equally by the Partners. Neither Partner waives its legal rights to adjudicate this Agreement in a legal forum.

ENTIRETY

This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by both Partners. Such signature by both Partners may be made by tele facsimile or scanning.

FOR [Dr. Mike Simpson]

Guthrie Public School
Superintendent

Date: _____

FOR [Julie Sisler]

Bethesda Inc.
Executive Director

Date: _____

**GUTHRIE PUBLIC SCHOOLS
BOARD MINUTES
REGULAR MEETING
OCTOBER 14, 2024**

MINUTES OF THE GUTHRIE PUBLIC SCHOOL BOARD OF EDUCATION REGULAR MEETING HELD AT 6:30 P.M. IN THE ADMINISTRATION BUILDING, 802 E. VILAS GUTHRIE, OKLAHOMA ON OCTOBER 14, 2024.

Board Members Present: Matt Girard, Ben Huskey, S. Janna Pierson, Ron Plagg and Chris Schroder

Board Members Absent: Gail Davis, Tina Smedley

District Level School Officials Present: Dr. Mike Simpson, Superintendent
Carmen Walters, Assistant Superintendent
John Hancock, Executive Director of Personnel
and Secondary Ed.
Dr. Michelle Chapple, CFO
Kaitlin Smith, Director of Special Services
Dee Benson, Director of Technology

1. The meeting was called to order by President Schroder at 6:30 p.m.
2. Members Matt Girard, Ben Huskey, Ron Plagg, S. Janna Pierson and Chris Schroder were present for roll call.

Members Tina Smedley and Gail Davis were not present for roll call.

3. A quorum was established.
4. President Schroder asked everyone to stand and join him in the Pledge of Allegiance.
5. President Schroder asked everyone to join him in a Moment of Silence.
6. President Schroder called for Presentation of Employee and Student of the Month recognition.

Mr. John Hancock gave a presentation of the Employees and Student of the Month. The September 2024 Support Employee of the Month was not available for picture so we will celebrate them next month. The October Certified Employee of the Month was nominated by Mr. Justin Stevens at the High School Mr. Chad Sanders. The October Support Employee of the Month was nominated by Central Elementary lead by Ms. Elizabeth Renfro and Ms. Becca Creed was Mr. Mark Bronk. Nominated by Mr. Jay Benson the October Student of the Month was Victoria Tapia, she received a gift card from Mr. Blake Wimsey of Foundation Insurance.

- 7A. President Schroder asked the Superintendent if there were any citizens registered to speak to the Board.**

Superintendent Simpson stated there was no speaker registered to speak to the Board.

- 7B. President Schroder called for any comments to the Board by Board Members.**

There were no comments to the Board by Board Members.

- 8. President Schroder called for Superintendent's Reports:**

Superintendent Simpson reported on the following:

This Wednesday signals the end of the first nine weeks of school and Fall Break is Thursday and Friday. Parent Teacher Conferences began last Thursday and continue tomorrow night.

Our October 1 student count was 3,489 which is down 20 students from last year at that time.

The Lady Jay's Softball team was crowned the Regional champion and qualified for the state tournament for the fourth straight year.

The Softball team will play Duncan at 10:00 a.m. on Thursday at the Hall of Fame Stadium Field 3 in Oklahoma City.

- 9. Cotteral Elementary Construction Update**

Lane McMillian with Crossland Construction gave a newsletter containing updates of their progress on Cotteral Elementary.

- 10. President Schroder called for action on the Consent Agenda**

- A. Minutes of regular board meeting held on September 9, 2024**
- B. Treasurer's Report**
- C. Activity Fund Fundraisers as per attached list**
- D. Activity Fund Transfers as per attached list**
- E. Fuel bid as recommended by bid committee**
- F. Encumbrances for General Fund #'s 538-685, Building Fund #'s 194-256 and listed change orders and Activity Fund Report- the full register is available online**
- G. Declare listed items as surplus**
- H. Out-of-State Trip Request: Michael Horn, Mat Engle, Jasmine Parks, Curtis Finchum, David Vargas and students, Southern Coast Cup, Foley, AL 04/03/2025-04/06/2025**
- I. Chase Morris Sudden Cardiac Arrest Response Plan for both Guthrie Junior High and Guthrie High School**

J. Contracts/Agreements under \$10,000

- 1. Agreement with PeopleFacts for background checks for prospective employees and volunteers for 2024-2025**
- 2. Agreement between Logan County (LC) Soccer Club and Guthrie Public Schools to lease property from City of Guthrie at the Complex for school-sponsored soccer programs**
- 3. Agreement with McDaniel Consulting Group, LLC for 2024-2025**

J2 was pulled at the recommendation of the Superintendent.

A motion was made by Plagg and seconded by Girard to approve the Consent Agenda minus H.

The motion carried with 5 ayes and 0 nays.

Discussion about Consent Agenda H followed.

A motion was made by Pierson and seconded by Plagg to approve Consent Agenda H with the understanding the amount listed is for team travel not individual coach costs.

The motion carried with 5 ayes and 0 nays.

11A. President Schroder called for recommendation, consideration and action upon Contingency Modification #6 for Crossland Construction.

A motion was made by Girard and seconded by Pierson to approve the Contingency Modification #6 for Crossland Construction.

The motion carried with 5 ayes and 0 nays.

11B. President Schroder called for discussion, consideration and possible action regarding the 2024-2025 Operating School Budget.

A motion was made by Pierson and seconded by Girard to approve the 2024-2025 Operating School Budget.

The motion carried with 5 ayes and 0 nays.

11C. President Schroder called for recommendation, consideration and action to adopt calendar of regularly scheduled School Board meeting for 2025.

A motion was made by Plagg and seconded by Girard to approve the adopt calendar of regularly scheduled School Board meeting for 2025.

The motion carried with 5 ayes and 0 nays.

- 11D. President Schroder called for discussion and possible board action to approve the 2025 School Election Resolution.**

A motion was made by Pierson and seconded by Plagg to approve the 2025 School Election Resolution.

The motion carried with 5 ayes and 0 nays.

- 11E. President Schroder called for recommendation, consideration and action upon Antenna License Agreement between Guthrie Public Schools and Springs Christian Radio, Inc.**

A motion was made by Plagg and seconded by Girard to approve the Antenna License Agreement between Guthrie Public Schools and Springs Christian Radio, Inc.

The motion carried with 5 ayes and 0 nays.

- 11F. President Schroder called for recommendation, consideration, and action upon agreement with Laura Carter, DBA Reading For All, LLC.**

A motion was made by Girard and seconded by Huskey to approve the agreement with Laura Carter, DBA Reading For All, LLC.

The motion carried with 5 ayes and 0 nays.

- 11G. President Schroder called for recommendation, consideration and action upon request from the Guthrie Tennis Booster Club, LLC to become a sanctioned organization.**

A motion was made by Pierson and seconded by Girard to approve request from the Guthrie Tennis Booster Club, LLC.

The motion carried with 5 ayes and 0 nays.

- 12. President Schroder called for proposed executive session for the purpose of discussing employment of personnel, FMLA requests all as set out on the Personnel Reports, discussion of extra-duty assignments for 2024-2025, discussing negotiations concerning employees and representatives of employee groups, disclosure of which information would violate the confidentiality requirements of state and/or federal law all pursuant to 25 OKLA. STAT. Section 307 (B) 1, 2 and 7.**

- 12A. A motion was made by Pierson and seconded by Plagg to go into executive session.**

The motion carried with 5 ayes and 0 nays. Executive session began at 7:30 p.m.

- 12B. President Schroder acknowledged the Board's return to open session at 7:47 p.m.**

12C. President Schroder state that in executive session only those items listed in Agenda 12 were discussed and no votes were taken.

13. President Schroder called for vote on action as set out on the Personnel Reports.

A motion was made by Plagg and seconded by Pierson to approve the Personnel Reports.

The motion carried with 5 ayes and 0 nays.

14. President Schroder called for action upon recommendation of extra-duty assignment for 2024-2025.

A motion was made by Pierson and seconded by Girard to approve extra-duty assignments for 2024-2025.

The motion carried with 5 ayes and 0 nays.

15. President Schroder called for recommendation, consideration and action upon approval of Jeromy Davenport to be classified as an Adjunct Teacher for Computer Applications at Guthrie High School.

A motion was made by Girard and seconded by Huskey to approve Jeromy Davenport to be classified as an Adjunct Teacher for Computer Applications at Guthrie High School.

The motion carried with 5 ayes and 0 nays.

16. President Schroder called for recommendation, consideration and action upon approval of Stacy Angeles to be classified as an Adjunct Teacher for English Language Learners (ELL) at Charter Oak Elementary School.

A motion was made by Plagg and seconded by Pierson to approve Stacy Angeles to be classified as an Adjunct Teacher for English Language Learners (ELL) at Charter Oak Elementary.

The motion carried with 5 ayes and 0 nays.

17. President Schroder called for Memorandum of Understanding (MOU) between Guthrie Public Schools and the Guthrie Association of Classroom Teachers for 2024-2025.

A motion was made by Pierson and seconded by Girard to approve the Memorandum of Understanding (MOU) between Guthrie Public Schools and the Guthrie Association of Classroom Teachers for 2024-2025.

The motion carried with 5 ayes and 0 nays.

18. President Schroder called for recommendation, consideration and action to accept any resignations offered since the posting of the agenda.

Superintendent Simpson stated there was none.

- 19. President Schroder called for discussion and possible action on new business not known about or could not have been reasonably foreseen at the time of the agenda posting.**

Superintendent Simpson stated there was none.

- 20. President Schroder called for the meeting to be adjourned.**

A motion was made by Plagg and seconded by Girard to adjourn the meeting.

The motion carried with 5 ayes and 0 nays.

The meeting adjourned at 7:51 p.m.

Samantha Stewart, Minutes Clerk

Chris Schroder, President

The agenda was posted at the Guthrie Public School's Administrative Office, 802 E. Vilas, Guthrie, OK on October 10, 2024 at 3:30 p.m., in accordance with the Open Meeting Law and notice of this regular meeting was given to the Logan County Clerk, prior to December 15, 2023. The agenda is also on our website.

Samantha Stewart

Board Clerk and Minutes Clerk

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Charter Oak Elementary Addition

THE OWNER:

(Name, legal status and address)

Guthrie Public Schools
802 E. Vilas Ave.
Guthrie, OK 73044

THE ARCHITECT:

(Name, legal status and address)

The Stacy Group
222 E. 10th Street Plaza
Edmond, OK 73034

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

Init.

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, 4.2, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of
7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of
15.1.1

Claims, Notice of
1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
15.4.1

Cleaning Up
3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5

Commencement of the Work, Definition of
8.1.2

Communications

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND 9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts
5.4, 14.2.2.2

Continuing Contract Performance
15.1.4

Contract, Definition of
1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of
1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5

Contract Sum, Definition of
9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of
8.1.1

CONTRACTOR 3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Init.

Contractor's Employees
 2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
 11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
 3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
 1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
 1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
 3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
 3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
 3.2
Contractor's Right to Stop the Work
 2.2.2, 9.7
Contractor's Right to Terminate the Contract
 14.1
Contractor's Submittals
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
 3.9, 10.2.6
Contractor's Supervision and Construction Procedures
 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
 1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
 1.5, 2.3.6, 3.11
Copyrights
 1.5, 3.17
Correction of Work
 2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
 1.2
Cost, Definition of
 7.3.4
Costs
 2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
 3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
 3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
 3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
 3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
 6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
 8.1.2
Date of Substantial Completion, Definition of
 8.1.3
Day, Definition of
 8.1.4
Decisions of the Architect
 3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
 9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
 2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
 1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
 3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Digital Data Use and Transmission
 1.7
Disputes
 6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
 3.11
Drawings, Definition of
 1.1.5
Drawings and Specifications, Use and Ownership of
 3.11
Effective Date of Insurance
 8.2.2
Emergencies
 10.4, 14.1.1.2, 15.1.5
Employees, Contractor's
 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
 1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, 15.2.5

Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law
13.1

Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, 10.3

Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Initial Decision
15.2

Initial Decision Maker, Definition of
1.1.8

Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4

Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders
1.1.1

Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of
1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11

Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor's Liability
11.1

Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner's Liability
11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy
9.9.1

Insured loss, Adjustment and Settlement of
11.5

Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest
13.5

Interpretation
1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written
4.2.11, 4.2.12

Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
8.3.1

Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1

Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

Materials, Hazardous
10.2.4, 10.3

Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1, 15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of

2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.2.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, 9.9

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Permits, Fees, Notices and Compliance with Laws

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Init.

Project, Definition of
 1.1.4
Project Representatives
 4.2.10
Property Insurance
 10.2.5, 11.2
Proposal Requirements
 1.1.1
PROTECTION OF PERSONS AND PROPERTY
 10
Regulations and Laws
 1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
 4.2.6, 12.2.1
Releases and Waivers of Liens
 9.3.1, 9.10.2
Representations
 3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
 3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field
Conditions by Contractor
 3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Architect
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples
by Contractor
 3.12
Rights and Remedies
 1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
 12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
 3.17
Rules and Notices for Arbitration
 15.4.1
Safety of Persons and Property
 10.2, 10.4
Safety Precautions and Programs
 3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
 3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
 9.2, 9.3.1
Schedules, Construction
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors
 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
 6.1.1
Shop Drawings, Definition of
 3.12.1
Shop Drawings, Product Data and Samples
 3.11, 3.12, 4.2.7
Site, Use of
 3.13, 6.1.1, 6.2.1
Site Inspections
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
 4.2.6, 12.2.1, 13.4
Specifications, Definition of
 1.1.6
Specifications
 1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
 15.1.2, 15.4.1.1
Stopping the Work
 2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
 5.1.1
SUBCONTRACTORS
 5
Subcontractors, Work by
 1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
 9.6.7
Subcontractual Relations
 5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
 3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
 6.1.1, 11.3
Substances, Hazardous
 10.3
Substantial Completion
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2,
 15.1.2
Substantial Completion, Definition of
 9.8.1
Substitution of Subcontractors
 5.2.3, 5.2.4
Substitution of Architect
 2.3.3
Substitutions of Materials
 3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
 5.1.2

Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,
9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,
15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1,
9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2,
15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services,

certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees, unless otherwise specified in the Contract Documents. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a

party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, unless otherwise specified by the Contract Documents, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 If, during the performance of the Work, material costs and/or project equipment costs significantly increase(s), through no fault of the Contractor, the Contract Price shall be equitably adjusted by an amount reasonably necessary to cover the significant price increase. As used herein, a significant price increase shall mean any increase cost of materials and/or Project equipment for the Project exceeding ____% of the original Contract price from the date of the Contract execution. For the purposes of determining an adjustment under this section, the expected total price of all materials and equipment price for this Project as of the date of contract execution is \$_____. Such adjustment of the Contract price shall be made through a Change Order on or before Contractor submits the final pay application. Such price increase shall be documented through quotes, invoices, or receipts. Notwithstanding anything herein to the contrary, Contractor shall submit such documentation and request on or before such date and Contractor shall not be considered to have diminished or waived any Claims or rights in regard to the timeliness of the submission of such information or request except to the extent such increase has already been paid by Owner pursuant to a previous Change Order. However, such increased amount shall be used in the calculation of whether a significant price increase has occurred, so that the total amounts of all change orders/increases arising from materials and/or equipment price escalation, are added together and divided by the original Contract price to determine the percentage of price increase. Where the delivery of material or equipment is delayed, through no fault of the Contractor, as a result of the shortage or unavailability of materials and equipment, or delays in shipping or delivery, Contractor shall not be liable for any additional costs or damages associated with such delay(s), the Contract Time shall be adjusted to the extent such delay(s) impact(s) the Schedule, and the Contractor shall be entitled to a Change Order for its costs incurred as a result of such delay(s).

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;

Init.

- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect established in Section 9.8.1.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the

Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both,

under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance,

heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11 Payment Instructions

All payments made by Wire Transfer or ACH must be made by using instructions that are provided to Owner separately prior to or at the time this Agreement is executed by Crossland Construction Company, Inc. By Owner's signature on this Agreement, Owner acknowledges that it has received the Crossland Construction Company, Inc. Wire Transfer/ACH instructions. This information will not change for the duration of the contract unless via change order executed by both parties.

In the event Owner pays by check, please send check to the following address. This information will not change for the duration of the contract unless via change order executed by both parties:

Crossland Construction Company, Inc.
Attn: Accounts Receivable
833 S. East Avenue
P.O. Box 45
Columbus, KS 66725

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the

Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial uncured breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and

Init.

- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 5 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the

other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for AIA® Document A201® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:30:11 ET on 10/10/2024.

PAGE 1

Charter Oak Elementary Addition

...

Guthrie Public Schools
802 E. Vilas Ave.
Guthrie, OK 73044

...

The Stacy Group
222 E. 10th Street Plaza
Edmond, OK 73034

PAGE 11

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

...

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

PAGE 14

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose ~~alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. Architect.~~

PAGE 15

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than ~~14~~21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

PAGE 16

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. ~~If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.~~

PAGE 18

The Contractor shall pay all royalties and license ~~fees.~~fees, unless otherwise specified in the Contract Documents. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

PAGE 20

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, ~~or for substantiating instructions for installation or performance of equipment or systems, unless otherwise specified by the Contract Documents,~~ all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

PAGE 21

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into

similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

PAGE 22

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by Owner, the Contractor shall make such Claim as provided in Article 15.

PAGE 23

§ 7.2.2 If, during the performance of the Work, material costs and/or project equipment costs significantly increase(s), through no fault of the Contractor, the Contract Price shall be equitably adjusted by an amount reasonably necessary to cover the significant price increase. As used herein, a significant price increase shall mean any increase cost of materials and/or Project equipment for the Project exceeding % of the original Contract price from the date of the Contract execution. For the purposes of determining an adjustment under this section, the expected total price of all materials and equipment price for this Project as of the date of contract execution is \$. Such adjustment of the Contract price shall be made through a Change Order on or before Contractor submits the final pay application. Such price increase shall be documented through quotes, invoices, or receipts. Notwithstanding anything herein to the contrary, Contractor shall submit such documentation and request on or before such date and Contractor shall not be considered to have diminished or waived any Claims or rights in regard to the timeliness of the submission of such information or request except to the extent such increase has already been paid by Owner pursuant to a previous Change Order. However, such increased amount shall be used in the calculation of whether a significant price increase has occurred, so that the total amounts of all change orders/increases arising from materials and/or equipment price escalation, are added together and divided by the original Contract price to determine the percentage of price increase. Where the delivery of material or equipment is delayed, through no fault of the Contractor, as a result of the shortage or unavailability of materials and equipment, or delays in shipping or delivery, Contractor shall not be liable for any additional costs or damages associated with such delay(s), the Contract Time shall be adjusted to the extent such delay(s) impact(s) the Schedule, and the Contractor shall be entitled to a Change Order for its costs incurred as a result of such delay(s).

PAGE 24

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. ~~If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.~~

PAGE 25

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect ~~in accordance with Section 9.8 established in Section 9.8.1.~~

PAGE 30

§ 9.11 Payment Instructions

All payments made by Wire Transfer or ACH must be made by using instructions that are provided to Owner separately prior to or at the time this Agreement is executed by Crossland Construction Company, Inc. By Owner's signature on this Agreement, Owner acknowledges that it has received the Crossland Construction Company, Inc.

Wire Transfer/ACH instructions. This information will not change for the duration of the contract unless via change order executed by both parties.

In the event Owner pays by check, please send check to the following address. This information will not change for the duration of the contract unless via change order executed by both parties:

Crossland Construction Company, Inc.
Attn: Accounts Receivable
833 S. East Avenue
P.O. Box 45
Columbus, KS 66725

PAGE 36

- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or ~~suppliers~~Suppliers;

...

- .4 otherwise is guilty of substantial uncured breach of a provision of the Contract Documents.

PAGE 37

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than ~~10-5~~ years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

PAGE 38

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. ~~Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.~~

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:30:11 ET on 10/10/2024 under Order No. 2114490548 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA® Document A133® – 2019

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

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

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

Guthrie Public Schools
802 E. Vilas Ave.
Guthrie, OK 73044

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

Crossland Construction Company, Inc.
408 NE 145th Pl.
Edmond, OK 73013

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

Charter Oak Elementary Addition

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

The Stacy Group
222 E. 10th Street Plaza
Edmond, OK 73034

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:30:31 ET on 10/10/2024 under Order No.2114490548 which expires on 01/12/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1111714113)

TABLE OF ARTICLES

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

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

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

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

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

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

Program will include an addition to Charter Oak Elementary that will add capacity for an additional 150 students.
Program to be similar to existing building.

§ 1.1.2 The Project's physical characteristics:

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

The 8,000 SF addition will be located at the existing Charter Oak Elementary.

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

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

Init.

/

\$3,678,000 Total

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

- .1 Design phase milestone dates, if any:
- .2 Construction commencement date:
Upon GMP execution or Notice to Proceed
- .3 Substantial Completion date or dates:
TBD
- .4 Other milestone dates:

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

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

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

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

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

Dr. Mike Simpson
Guthrie Public Schools – Superintendent
802 E. Vilas Ave
Guthrie, OK 73044
Mike.simpson@guthrieps.net
405-2828900

Init.

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

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

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

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

Sean Willis
Studio Director/Architect
The Stacy Group
222 East 10th Street Plaza
Edmond, OK 73034
405-330-8292

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

Aaron Stoops
Vice President – OKC
Crossland Construction Company, Inc.
408 NE 145th Place
Edmond, OK 73013
405-612-7840
astoops@crossland.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

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

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

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

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

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

§ 2.2 Relationship of the Parties

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

§ 2.3 General Conditions

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

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:30:31 ET on 10/10/2024 under Order No.2114490548 which expires on 01/12/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

(1111714113)

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

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

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

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

§ 3.1.3 Consultation

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

§ 3.1.3.2 Subject to limitations on the Construction Manager's obligations set forth herein and in the A201-2017, the Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. Subject to limitations on the Construction Manager's obligations set forth herein and in the A201-2017, the Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

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

§ 3.1.4 Project Schedule

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

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into

Int.

consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

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

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

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

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

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

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

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

§ 3.1.11 Subcontractors and Suppliers

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

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

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

§ 3.1.12 Procurement

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

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:30:31 ET on 10/10/2024 under Order No.2114490548 which expires on 01/12/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

(1111714113)

§ 3.1.14 Other Preconstruction Services

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

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

§ 3.2 Guaranteed Maximum Price Proposal

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

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

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

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; identification of any portion of the Work that the Construction Manager proposes to perform with its own personnel for a stipulated sum, with the scope of such portion of the Work defined by reference to specific bid packages, or otherwise; the proposed stipulated sum or periodic fixed rate for overhead or general expenses, including general conditions and project requirements; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

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

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

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

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

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

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted and effective, at the time the Guaranteed Maximum Price Amendment is executed. In the event a sales, consumer, use, or similar tax for the Work provided by the Construction Manager is enacted and becomes effective during the course of the Project, the parties shall execute a change order to address the increased cost.

§ 3.3 Construction Phase

§ 3.3.1 General

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

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

§ 3.3.2 Administration

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

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

§ 3.3.2.3 Monthly Report

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

§ 3.3.2.4 Daily Logs

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

§ 3.3.2.5 Cost Control

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

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

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

Init.

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

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

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

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

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

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

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

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

§ 4.2 Owner's Designated Representative

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

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

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor

Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

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

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

\$8,800

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

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

Individual or Position	Rate
Director of Preconstruction	\$120
Preconstruction Engineer	\$85

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

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

§ 5.2 Payments

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

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

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

6 % per annum

§ 5.3 Payment Instructions

All payments made by Wire Transfer or ACH must be made by using instructions that are provided to Owner separately prior to or at the time this Agreement is executed by Crossland Construction Company, Inc. By Owner's signature on this Agreement, Owner acknowledges that it has received the Crossland Construction Company, Inc. Wire Transfer/ACH instructions. This information will not change for the duration of the contract unless via change order executed by both parties.

In the event Owner pays by check, please send check to the following address. This information will not change for the duration of the contract unless via change order executed by both parties:

Crossland Construction Company, Inc.
Attn: Accounts Receivable
833 S. East Avenue
P.O. Box 45

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

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

§ 6.1.2 The Construction Manager's Fee:

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

4%

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

4%

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

10%

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 6.1.7 Other:

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

§ 6.2 Guaranteed Maximum Price

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

§ 6.3 Changes in the Work

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

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

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

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum, and adjustments to the price of any portion of the Work to be performed by the Construction Manager with the Construction Manager's own personnel for a stipulated sum, shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not

by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

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

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

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

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

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

§ 7.2 Labor Costs

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

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

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

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

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

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

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

§ 7.3 Subcontract Costs; Cost of Work Self-Performed for a Fixed-Price

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Amounts billed for completed portions of the Work that the Construction Manager is to perform with its own personnel for a stipulated sum, as set forth in the GMP Amendment, or otherwise approved by the Owner.

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

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

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

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

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

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

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

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

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

§ 7.5.6 Costs for overhead and general expenses at the stipulated sum, or at the periodic rate, stated in the GMP Amendment, or as otherwise approved by the Owner.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents, or otherwise approved by the Owner, that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, including but not limited to full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

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

§ 7.6.1.3 Costs for subcontractor default insurance, with the Owner's prior approval.

§ 7.6.1.4 Insurance rates that have been previously approved by Owner or are otherwise identified in the Contract Documents are, by Owner's execution of this Agreement, deemed approved by Owner as a stipulated sum for those approved or identified rates.

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

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

Init.

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

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

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

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

§ 7.6.7 Costs of document reproductions and delivery charges.

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

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

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

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

§ 7.7 Other Costs and Emergencies

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

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

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

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

§ 7.8 Related Party Transactions

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

Init.

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

§ 7.9 Costs Not To Be Reimbursed

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

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

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

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

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

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

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

Init.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted subject to the last sentence of Section 9.1 above, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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

§ 9.3 The Construction Manager shall provide for the allocation of responsibilities for safety programs among the Subcontractors and verify that such assignment of responsibilities are included as requirements in all Subcontracts.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. This paragraph does not apply to records and accounts maintained by the Construction Manager, including but not limited to records pertaining to previously approved insurance rates as described in Section 7.6.1.4, or records and accounts maintained by the Construction Manager for purposes of internal cost accounting with respect to portions of the Work performed by Construction Manager using its own personnel for a stipulated sum.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

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

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

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

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

Init.

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

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

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

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

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

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

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

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

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

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

§ 11.1.8 Retainage

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

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

5%

§ 11.1.8.1.1 The following items are not subject to retainage:

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

Preconstruction Fee, Insurance, & Bonds

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

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

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

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

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

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

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

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

§ 11.2 Final Payment

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

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

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

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

Init.

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

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

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

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

§ 11.3 Interest

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

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

6 % per annum

§ 11.4 Payment Instructions

All payments made by Wire Transfer or ACH must be made by using instructions that are provided to Owner separately prior to or at the time this Agreement is executed by Crossland Construction Company, Inc. By Owner's signature on this Agreement, Owner acknowledges that it has received the Crossland Construction Company, Inc. Wire Transfer/ACH instructions. This information will not change for the duration of the contract unless via change order executed by both parties.

In the event Owner pays by check, please send check to the following address. This information will not change for the duration of the contract unless via change order executed by both parties:

Crossland Construction Company, Inc.
Attn: Accounts Receivable
833 S. East Avenue
P.O. Box 45
Columbus, KS 66725

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017. However, for Claims arising from or relating to the Construction

Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

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

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

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ **[X]** Arbitration pursuant to Article 15 of AIA Document A201-2017

☐ **[]** Litigation in a court of competent jurisdiction

☐ **[]** Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

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

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

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

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

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

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

- .1** Take the Cost of the Work incurred by the Construction Manager to the date of termination;

Init.

AIA Document A133 - 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:30:31 ET on 10/10/2024 under Order No.2114490548 which expires on 01/12/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

21

(1111714113)

- 2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- 3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

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

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

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

§ 13.2.1 Termination

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

§ 13.2.2 Termination by the Owner for Cause

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

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

§ 13.2.2.2 To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

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

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

All work put in place plus 4%

Init.

§ 13.3 Suspension

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

ARTICLE 14 MISCELLANEOUS PROVISIONS

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

§ 14.2 Successors and Assigns

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

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

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

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

§ 14.3.1.1 Commercial General Liability with policy limits of not less than TWO MILLION DOLLARS (\$ 2,000,000.00) for each occurrence and FOUR MILLION DOLLARS (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than TWO MILLION DOLLARS (\$ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than TWO MILLION DOLLARS (\$ 2,000,000.00) each accident, TWO MILLION DOLLARS (\$ 2,000,000.00) each employee, and TWO MILLION DOLLARS (\$ 2,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than FIVE MILLION DOLLARS (\$ 5,000,000.00) per claim and FIVE MILLION DOLLARS (\$ 5,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

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

Coverage	Limits
N/A	

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:30:31 ET on 10/10/2024 under Order No.2114490548 which expires on 01/12/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1111714113)

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

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

§ 14.3.2 Construction Phase

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

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

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

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

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

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

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

Init.

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.7 Other documents, if any, listed below:

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

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

OWNER (Signature)

Dr. Mike Simpson - Superintendent
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Aaron Stoops - Vice President OKC
(Printed name and title)

[] As set forth in the notice contained within the payment terms sections of this Agreement, Owner hereby acknowledges that Contractor will not change payment instructions other than via change order signed by Owner and Contractor.

Init.

AIA Document A133 - 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:30:31 ET on 10/10/2024 under Order No.2114490548 which expires on 01/12/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.
User Notes:

(1111714113)

25

Additions and Deletions Report for AIA® Document A133® – 2019

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:30:31 ET on 10/10/2024.

PAGE 1

Guthrie Public Schools
802 E. Vilas Ave.
Guthrie, OK 73044

...

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

Crossland Construction Company, Inc.
408 NE 145th Pl.
Edmond, OK 73013

...

Charter Oak Elementary Addition

...

The Stacy Group
222 E. 10th Street Plaza
Edmond, OK 73034
PAGE 2

Program will include an addition to Charter Oak Elementary that will add capacity for an additional 150 students.
Program to be similar to existing building.

...

The 8,000 SF addition will be located at the existing Charter Oak Elementary.
PAGE 3

\$3,678,000 Total

...

Upon GMP execution or Notice to Proceed

...

TBD

...

Dr. Mike Simpson
Guthrie Public Schools – Superintendent
802 E. Vilas Ave
Guthrie, OK 73044
Mike.simpson@aguthriepps.net
405-2828900
PAGE 4

Sean Willis
Studio Director/Architect
The Stacy Group
222 East 10th Street Plaza
Edmond, OK 73034
405-330-8292

...

Aaron Stoops
Vice President – OKC
Crossland Construction Company, Inc.
408 NE 145th Place
Edmond, OK 73013
405-612-7840
astoops@crossland.com
PAGE 6

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

...

§ 3.1.3.2 The Subject to limitations on the Construction Manager's obligations set forth herein and in the A201-2017, the Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Subject to limitations on the Construction Manager's obligations set forth herein and in the A201-2017, the Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project and exchange of digital data.
PAGE 7

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and

refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective ~~action~~action in order to maintain the last Owner-approved Project budget.

...

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. ~~Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.~~

PAGE 8

- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; identification of any portion of the Work that the Construction Manager proposes to perform with its own personnel for a stipulated sum, with the scope of such portion of the Work defined by reference to specific bid packages, or otherwise; the proposed stipulated sum or periodic fixed rate for overhead or general expenses, including general conditions and project requirements; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

PAGE 9

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

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, ~~whether or not yet enacted and~~ effective, at the time the Guaranteed Maximum Price Amendment is executed. In the event a sales, consumer, use, or similar tax for the Work provided by the Construction Manager is enacted and becomes effective during the course of the Project, the parties shall execute a change order to address the increased cost.

PAGE 11

\$8,800

...

<u>Director of Preconstruction</u>	<u>\$120</u>
<u>Preconstruction Engineer</u>	<u>\$85</u>

...

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

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

6 % pcr annum

§ 5.3 Payment Instructions

All payments made by Wire Transfer or ACH must be made by using instructions that are provided to Owner separately prior to or at the time this Agreement is executed by Crossland Construction Company, Inc. By Owner's signature on this Agreement, Owner acknowledges that it has received the Crossland Construction Company, Inc. Wire Transfer/ACH instructions. This information will not change for the duration of the contract unless via change order executed by both parties.

In the event Owner pays by check, please send check to the following address. This information will not change for the duration of the contract unless via change order executed by both parties:

Crossland Construction Company, Inc.
Attn: Accounts Receivable
833 S. East Avenue
P.O. Box 45
Columbus, KS 66725

PAGE 12

4%

...

4%

...

10%

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100 %) of the standard rental rate paid at the place of the Project.

...

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

PAGE 13

§ 7.3 Subcontract ~~Costs~~ Subcontract Costs; Cost of Work Self-Performed for a Fixed-Price

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Amounts billed for completed portions of the Work that the Construction Manager is to perform with its own personnel for a stipulated sum, as set forth in the GMP Amendment, or otherwise approved by the Owner.

PAGE 14

§ 7.5.6 Costs for overhead and general expenses at the stipulated sum, or at the periodic rate, stated in the GMP Amendment, or as otherwise approved by the Owner.

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents-~~Documents~~, or otherwise approved by the Owner, that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, ~~for either including but not limited to~~ full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

...

§ 7.6.1.3 Costs for subcontractor default insurance, with the Owner's prior approval.

§ 7.6.1.4 Insurance rates that have been previously approved by Owner or are otherwise identified in the Contract Documents ~~are, by Owner's execution of this Agreement, deemed approved by Owner as a stipulated sum for those approved or identified rates.~~

PAGE 16

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase.~~Phase; and~~

.10 ~~With respect to costs incurred in performing portions of the Work that the Construction Manager is to perform with its own personnel for a stipulated sum, costs in excess of such stipulated sum.~~

PAGE 17

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, ~~accepted subject to the last sentence of Section 9.1 above,~~ then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

...

§ 9.3 ~~The Construction Manager shall provide for the allocation of responsibilities for safety programs among the Subcontractors and verify that such assignment of responsibilities are included as requirements in all Subcontracts.~~

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. This paragraph does not apply to records and accounts maintained by the Construction Manager, including but not limited to records pertaining to previously approved insurance rates as described in Section 7.6.1.4, or records and accounts maintained by the Construction Manager for purposes of internal cost accounting with respect to portions of the Work performed by Construction Manager using its own personnel for a stipulated sum.

...

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

PAGE 18

- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; Construction Change Directives; and

PAGE 19

5%

...

Preconstruction Fee, Insurance, & Bonds

PAGE 20

6 % per annum

§ 11.4 Payment Instructions

All payments made by Wire Transfer or ACH must be made by using instructions that are provided to Owner separately prior to or at the time this Agreement is executed by Crossland Construction Company, Inc. By Owner's signature on this Agreement, Owner acknowledges that it has received the Crossland Construction Company, Inc. Wire Transfer/ACH instructions. This information will not change for the duration of the contract unless via change order executed by both parties.

In the event Owner pays by check, please send check to the following address. This information will not change for the duration of the contract unless via change order executed by both parties:

Crossland Construction Company, Inc.
Attn: Accounts Receivable
833 S. East Avenue
P.O. Box 45
Columbus, KS 66725

PAGE 21

[X] Arbitration pursuant to Article 15 of AIA Document A201-2017

PAGE 22

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

...

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

...

All work put in place plus 4%
PAGE 23

§ 14.3.1.1 Commercial General Liability with policy limits of not less than TWO MILLION DOLLARS (\$ 2,000,000.00) for each occurrence and FOUR MILLION DOLLARS (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than TWO MILLION DOLLARS (\$ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than TWO MILLION DOLLARS (\$ 2,000,000.00) each accident, TWO MILLION DOLLARS (\$ 2,000,000.00) each employee, and TWO MILLION DOLLARS (\$ 2,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than FIVE MILLION DOLLARS (\$ 5,000,000.00) per claim and FIVE MILLION DOLLARS (\$ 5,000,000.00) in the aggregate.

...

N/A

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

PAGE 24

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

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

...

- .5 ~~Building Information Modeling Exhibit, if completed, AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit~~, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

PAGE 25

Dr. Mike Simpson - Superintendent

Aaron Stoops - Vice President OKC

...

I | As set forth in the notice contained within the payment terms sections of this Agreement, Owner hereby acknowledges that Contractor will not change payment instructions other than via change order signed by Owner and Contractor.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:30:31 ET on 10/10/2024 under Order No. 2114490548 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SUPPLEMENTARY CONDITIONS

The following supplements modify the amended General Conditions of the Contract for Construction, AIA Document A201, Articles 1 through 16, inclusive, published in 2017 by the American Institute of Architects, (amended as presented) and as further amended by these Supplementary Conditions (the "General Conditions"). Where a portion of the General Conditions are modified, added to or deleted by this supplement, the unaltered portions of the General Conditions shall remain in full force and effect. The General Conditions, as amended herein, are specifically incorporated into all Contract Documents and shall be bound and made a permanent part of the Project Manual. The provisions contained herein shall bind the Owner, Architect, the Construction Manager or Contractor, and all Subcontractors and Trade Contractors. The term "Contractor" shall include, where applicable, the Construction Manager and all Subcontractors and Trade Contractors.

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1. The final sentence of Subparagraph 1.1.1, The Contract Documents, is deleted. It is the intent of the parties that the Contract Documents shall include, in addition to those documents set forth therein, all bidding documents, including bidding requirements, advertisements, instructions to bidders, together with sample forms and the Contractor's bid.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add Clause 1.2.1.2 to Subparagraph 1.2.1:

1.2.1.2 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. Addenda, with those of later date having precedence over those of earlier date.
2. The Standard Form of Agreement between Owner and Contractor or Construction Manager.
3. The Supplemental Conditions.
4. The General Conditions of the Contract for Construction.
5. Drawings and Specifications.

ARTICLE 2 OWNER

2.1 GENERAL

1. Delete the second and third sentences of Subparagraph 2.1.1 providing for the designation of an Owner's representative and delegating to that representative the authority to bind the Owner.
2. Subparagraph 2.1.2 shall be deleted.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Subparagraph 2.2.1 shall be deleted.

Subparagraph 2.2.2 shall be deleted.

Subparagraph 2.2.4 shall be deleted.

Add new Subparagraph 2.4.1 to read as follows:

2.4.1 The Owner's right to stop the Work shall not imply that the Owner or the Architect has any duty, obligation or responsibility to determine either the safety of the Contractors' means, methods, techniques or sequences, including but not limited to, temporary shoring, bracing, scaffolding, form work, safety barriers, trench bracing and

other similar items, referred to herein as "Temporary Facilities", or their compliance with the requirements of the laws, codes, regulations and safety requirements, which shall be the full and sole responsibility of the Contractor who shall solely bear any damages or injury, including death, arising therefrom.

ARTICLE 3 CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following Subparagraph 3.2.5 to Paragraph 3.2:

3.4 LABOR AND MATERIALS

Subparagraph 3.4.2 shall be modified to read as follows:

3.4.2 After the Contract has been executed, the Owner and Architect will consider formal requests for the substitution of products in place of those specified only upon written request of the Contractor and in accordance with a Change Order. By making requests for substitutions based upon this Subparagraph, the Contractor represents and certifies that:

- .1 Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 Manufacturer will provide the same warranty for the substitution that the Manufacturer would for that specified;
- .3 the cost data presented is complete and includes all related costs under this Contract, except the Architect's redesign costs, and waives all claims for additional costs related to the substitution, which subsequently become apparent; and
- .4 Contractor will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

Add the following Subparagraph 3.4.4 to Paragraph 3.4:

3.6 TAXES

Paragraph 3.6 shall be modified to read as follows:

3.6 The Owner is a political subdivision of the State of Oklahoma. The Owner warrants that Contractor is exempt from sales and use taxes for the purchase of tangible personal property and services necessary for the performance of the Work provided by the Contractor and by Subcontractors pursuant to the provisions of OKLA. STAT. tit. 68, § 1356(10). Sales taxes shall not be considered a reimbursable expense.

3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

Add the following to the end of Subparagraph 3.7.3:

Should applicable laws, ordinances, statutes, standards, building codes, rules and regulations change between the bid date and commencement of the Work or during the progress of the Work, and should such change require the Contractor to perform either more or less work, the Contract Sum and Contract Time shall be appropriately adjusted in compliance with the requirements of Article 7, Changes in the Work

3.9 SUPERINTENDENT

Subparagraph 3.9.1 shall be modified to read as follows:

3.9.1 The Contractor shall employ and shall designate in writing to the Architect and Owner, a competent project superintendent and any necessary assistants who shall be in attendance at the Project Site full-time during the performance of the Work. The project superintendent shall represent to Contractor as his agent, and communications given to the project superintendent shall be as binding as if given to the Contractor. Communications between the parties shall be confirmed in writing where such communications have a material effect upon the Work or where such confirmation is requested by other parties.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Add the following sentence to the end of Subparagraph 3.12.8:

Any portion of the Work which fails to conform to the requirements of the Contract Documents shall be corrected in compliance with Article 12, UNCOVERING AND CORRECTION OF WORK, and the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals shall not relieve the Contractor of his duty, obligation and responsibility to make any such required corrections. Specific attention in writing shall be defined as a letter submitted with the Shop Drawings, Product Data, Sample or similar submittal which shall contain the following phrase: "Your attention is directed to the following deviations from the requirements of the Contract Documents" followed by a detailed written listing of all such deviations.

Add the following sentence to the end of Subparagraph 3.12.9:

Specific attention in writing shall be defined as a letter submitted with the Shop Drawings, Product Data, Sample or similar submittal which shall contain the following phrase: "Your attention is directed to the following revisions which are in addition to those revisions that you requested", followed by a detailed written listing of all such revisions.

Add Subparagraph 3.12.11 to Paragraph 3.12:

3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and two (2) re-submittals. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. Provided the Architect has acted reasonably and in good faith in reviewing the initial submittal and two (2) re-submittals, the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional re-submittals beyond the initial submittal and two (2) re-submittals.

3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

ARTICLE 4 ARCHITECT

4.1 GENERAL

Subparagraph 4.1.2 shall be deleted in its entirety.

4.2 ADMINISTRATION OF THE CONTRACT

Add Clause 4.2.2.1 to Subparagraph 4.2.2:

4.2.2.1 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for additional site visits made necessary solely by the fault or neglect of the Contractor.

ARTICLE 5 SUBCONTRACTORS

Add new Subparagraph 5.3.1 immediately following Paragraph 5.3, to read as follows:

5.3.1 The Contractor shall indemnify and hold the Owner harmless from any and all claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out of the Contractor's failure to bind a subcontractor to all the terms of the Contract Documents, or the Contractor's failure to ensure that the subcontractors bind each of their subcontractors to all the terms of the Contract Documents.

ARTICLE 7 CHANGES IN THE WORK

Subparagraph 7.2.2 shall be deleted.

In Subparagraph 7.3.4, delete the phrase "in case of an increase in the Contract Sum" from the first sentence.

Add new Subparagraph 7.3.11 immediately following Subparagraph 7.3.10, to read as follows:

7.3.11 Prior to final payment, all Construction Change Directives issued during the progress of the Work shall be converted into Change Orders and signed by the Contractor, Architect and Owner. Should the parties fail to agree with the determination made by the Architect concerning deductive adjustments in the Contract Sum and the Contract Time, or otherwise fail to reach agreements upon the deductive adjustments, that portion of the final payment which is affected by the dispute, if any, shall be withheld pending final judgment issued by a court of competent jurisdiction or, where arbitration has been selected as the dispute resolution method, a final award/decision by the arbitrator.

Add new Paragraph 7.5, EXPEDITING CHANGES IN THE WORK, immediately following Paragraph 7.4 to read as follows:

7.5 EXPEDITING CHANGES IN THE WORK.

7.5.1 Except as permitted in Subparagraph 7.5.2, the Contractor shall not proceed with changes in the Work authorized under Paragraphs 7.2 or 7.3 until receipt of the appropriate signed documents.

7.5.2 It is recognized by the parties that, under certain circumstances, changes in the Work may delay or endanger the Work if not processed in an expeditious manner. Upon certification by the Architect that an unacceptable delay may be caused, or that the Work may be endangered, the Owner may authorize the Contractor to immediately proceed with a change in the Work. Such authorization shall be in writing, signed by the Owner and shall contain an estimated change in the Contract Sum or an estimated change in the Contract Time, as appropriate. The Contractor, upon receipt of Owner's preliminary authorization, shall proceed promptly with the change in the Work specified therein. Final determination of the changes in the Contract Sum and Contract Time shall be made in a reasonable time and Owner's preliminary authorization shall be converted into a Change Order or a Construction Change Directive, as the case may be, but with the changes in the Contract Sum and Contract Time based on the final determination of such changes.

ARTICLE 9 PAYMENTS AND COMPLETION

Add new Clauses 9.8.1.1 and 9.8.1.2 immediately following Subparagraph 9.8.1 to read as follows:

9.8.1.1 All inspections required by federal, state or local regulatory authorities shall be complete and a certificate of occupancy shall be issued prior to the issuance of the Certificate of Substantial Completion.

9.8.1.2 Should any regulatory inspection disclose any work performed by the Contractor which is not in compliance with the Contract Documents, the Contractor shall, prior to the issuance of the Certificate of Substantial Completion, complete or correct such Work. Should any regulatory inspection disclose any work performed by the Contractor that complies with the Contract Documents but not acceptable to the regulatory inspector, the Owner shall promptly issue a Change Order extending the Contract Time and increasing the Contract Sum to compensate Contractor for the delays and any rework necessary to satisfy the inspector. The Contractor shall then schedule another inspection by the appropriate regulatory authority and notify the Architect of the time and date of such reinspection.

The first sentence of Subparagraph 9.8.2 shall be modified by adding the phrase "and after all regulatory inspections are complete and a Certificate of Occupancy is obtained" immediately following the words "is substantially complete."

Add new Subparagraph 9.8.6 immediately following Subparagraph 9.8.5 to read as follows:

9.8.6 Unless otherwise agreed upon in writing, the issuance of a Certificate of Substantial Completion shall not constitute acceptance of Work not in compliance with the requirements of the Contract Documents.

ARTICLE 11 INSURANCE AND BONDS

Add new Clause 11.1.1.1 immediately following Subparagraph 11.1.1 to read as follows:

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds on a primary and non-contributory basis under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

11.2 OWNER'S INSURANCE – Shall be deleted in its entirety.

11.3 WAIVERS OF SUBROGATION - Shall be deleted in its entirety.

ARTICLE 13 MISCELLANEOUS PROVISIONS

Paragraph 13.1 is modified to provide that the laws of the State of Oklahoma shall apply and govern the enforcement and interpretation of the Contract.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

The first sentence of Subparagraph 14.1.1 shall be modified by substituting "60 days" for "30 days."

Add new Clause 14.2.1.5 to Subparagraph 14.2.1 immediately following Clause 14.2.1.4 to read as follows:

14.2.1.5 is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency.

Subparagraph 14.4.3 shall be modified to delete reference to a termination fee.

ARTICLE 15 CLAIMS AND DISPUTES

Subparagraph 15.1.2 is revised to read:

"The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the

requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law.”

Add the following Clauses 15.1.6.3 and 15.1.6.4 to Subparagraph 15.1.6:

15.1.6.3 Claims for increase in the Contract Time shall set forth in detail; the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days’ increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim. The Owner assumes an average number of weather related delays. The Owner assumes delays for permitting, inspections and material availability. Only delays beyond ordinary circumstances will be considered when evaluating claims for additional time.

15.1.6.4 The Owner may consider concurrent and interrelated effects on the progress of the Work and concurrent delays due to the fault of the Contractor in evaluating the Contractor’s request for an increase in Contract Time.

Subparagraph 15.1.7 is revised to read:

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract, to the extent they exceed \$22,000. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

Paragraph 15.2 shall be deleted in its entirety.

Paragraph 15.3 shall be deleted in its entirety.

ARTICLE 16 EMPLOYEE CRIMINAL CONVICTIONS

Add the following Paragraphs 16.1, 16.2, 16.3 and 16.4 to new Article 16:

16.1 The Contractor will not allow any employee of the Contractor or of any subcontractor to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

16.2 As a condition to receiving progress payments on the contract sum, the Contractor will furnish with each application for payment a signed statement declaring that no employee working on school premises during normal school hours under the authority of the Contractor is in violation of the provisions of this Article. If this Contract does not provide for periodic payment against the Contract Sum, the signed statement referred to in this Section will be furnished as required from time to time by the Owner. The Owner’s form of the signed statement will be used by the Contractor.

16.3 The Contractor agrees to obtain similar compliance statements from all subcontractors used by the Contractor on the Project with reference to employees of the subcontractors. No request for payment will be approved by the Contractor unless accompanied by the required compliance statements.

16.4 The Contractor’s conviction of a violation of 57 O.S. § 589 (1998 Supp.) shall constitute grounds for termination of the Contract. The foregoing provisions are intended to comply with Senate Bill 1394 of the Second Regular Session (1998) of the 46th Oklahoma Legislature. The Contractor is obligated to comply with the provisions of that Act, as may be interpreted or amended from time to time as if fully incorporated herein.

**ADDENDUM TO STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER
(AIA DOCUMENT A133 – 2019)**

This Addendum is dated this ____ day of October, 2024 by and between **INDEPENDENT SCHOOL DISTRICT NO. 1 OF LOGAN COUNTY, OKLAHOMA, a/k/a GUTHRIE PUBLIC SCHOOLS** ("Owner") and **CROSSLAND CONSTRUCTION COMPANY, INC.** ("Construction Manager").

A. Owner and Construction Manager have entered into a Form of Agreement between Owner and Construction Manager, AIA Document A133 (2019 Edition) dated October __, 2024 hereinafter referred to as the "Agreement". This Addendum is entered into simultaneously with the Agreement and serves to modify the Agreement. Some modifications are not a complete substitution for the corresponding paragraph in the Agreement. In such instances, this Addendum and the Agreement must be read together to obtain the full intent of the parties. To the extent that there is a conflict, or that this Addendum alters requirements or obligations contained in the Agreement, this Addendum will control.

B. The following section numbers correspond to the numbered sections in the Agreement. If new material is added, the paragraph numbers for those provisions are numbered to be consistent with the format of the Agreement. If a paragraph number appearing in the Agreement does not appear in this Addendum, then no change to that paragraph has been made and the standard provision applies.

1.2 Substituted. The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change during the development of the Guaranteed Maximum Price. The parties agree to negotiate changes in the project schedule, scope of work, fee, or budget in response to a material change in the Initial Information and, if the parties fail to agree, either party may terminate the agreement.

3.1.11.2 Substituted. The Construction Manager shall develop bidders' interest in the Project. Trade Contractors and Suppliers shall be selected and contracts let in strict accordance with the provisions of the Public Competitive Bidding Act of 1974, Okla. Stat. tit. 61, §§ 101, et seq. (the "PCBA") and the Public Construction Management for Political Subdivisions Act, OKLA. STAT. tit. 61, §§ 215-217 (the "CM Act"). The Construction Manager represents and warrants to the Owner that: (1) the Construction Manager is recognized as a qualified construction manager by the Oklahoma Office of Management and Enterprise Services; (2) the Construction Manager has sufficient experience with the requirements of the PCBA and the CM Act to effectively and efficiently supervise the Project; (3) the Construction Manager will review all proposed contract documents, bidding materials, including bid notices, and bids received from potential Trade Contractors for compliance with the PCBA and CM Act; and (4) the Construction Manager will verify that all Work performed under the Contract Documents is performed in accordance with the provisions of the PCBA and CM Act. Construction Manager may elect to self-perform portions of the Work provided that the Construction Manager competitively bids the Work under the same terms and conditions as other bidders and the Construction Manager is the lowest responsible bidder for that construction contract. Where applicable, all bids shall be made and received in accordance with the provisions of the PCBA and CM Act.

3.1.11.3 Deleted. This provision is deleted.

3.1.12 Deleted. This provision is deleted.

3.2.1 Substituted. After the award of the Trade Contracts by the Owner, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of all Trade Contracts, including contingencies and allowances described in Section 3.2.4, the General Conditions and the Construction Manager's fee.

3.2.2 Deleted. This provision is deleted.

3.2.4 Substituted. In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager may include a contingency to account for unexpected costs which are considered a reimbursable and a part of the Cost of the Work but not included in the General Conditions. Any new Work or change in the scope of Work within any Construction Contract will be the subject of an approved Change Order. The Construction Manager's contingency shall be reasonable in amount and approved by the Owner with input from the Architect.

3.2.6 Modified. Add the following provision: Upon acceptance of the Guaranteed Maximum Price proposal, the parties will execute an Amendment to this Agreement establishing the Guaranteed Maximum Price and the date for Substantial Completion of the Work. The Construction Manager shall then execute the Trade Contracts and issue a Notice to Proceed in accordance with the provisions of the CM Act.

3.2.9 Deleted. This provision is deleted.

3.3.1.2 Substituted. The Construction Phase shall commence upon the execution of a Guaranteed Maximum Price Amendment by Owner and Construction Manager, and the issuance of a Notice to Proceed.

3.3.3 New. Supervision. Construction Manager shall provide a competent superintendent for the Project, approved by Owner, who shall serve at the Project site as the Construction Manager's designated representative responsible for layout, direction, coordination and sequencing of the Work, and all other required activities, for the duration of the Project. The Construction Manager's superintendent shall not be replaced except (i) due to his or her termination from Construction Manager's employment, (ii) if Owner requests a replacement due to performance issues or to resolve incompatible working relationships, or (iii) if the time the project is assumed to start substantially changes. No new superintendent shall be designated by the Construction Manager without the prior approval of the Owner.

4.1.2 Deleted. This provision is deleted.

4.2 Modified. Add the following: "The Owner's representative does not have the authority to approve Changes Orders or amend the Agreement or this Addendum. Such authority is reserved to the Owner's Board of Education."

5.2.2 Substituted. Interest shall accrue on amounts unpaid thirty (30) days after the due date at three-fourths (3/4) percent per month pursuant to the provisions of Section 113.3 of the PCBA.

6.1.1.1 New. The Construction Manager's certification for payment shall constitute a representation to the Owner, based upon the Construction Manager's review of the Work and onsite visits that, to the best of the Construction Manager's knowledge, information and reasonable belief, the Work has progressed to the point indicated and that the Work has been performed in a good and workmanlike manner in accordance with the Construction Documents and applicable laws and regulations. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to substantial completion and to specific qualifications expressed by the Construction Manager upon submission of the Certificate for Payment. The issuance of the Certificate for Payment shall further constitute a representation by the Construction Manager that the Contractor is entitled to payment in the amount certified.

7.1.1 Substituted. The term "Cost of the Work" shall mean the total of the final Contract Sums of all of the Trade Contracts, plus the General Conditions and all reimbursable expenses relating to the Construction Phase of the Project. The term "Cost of the Work" does not include the compensation of the Architect, the Architect's or Owner's consultants, the Construction Manager for Construction Management activities, or the Construction Manager's consultants. The Cost of the Work shall include only those reimbursable expenses set forth in this Article 7 and not included in the General Conditions. At the time the Guaranteed Maximum Price is established, an amount for Project requirements and General Conditions, as agreed to by the Owner and Construction Manager, will be determined, together with the date for Substantial Completion of the Work, and will be set forth in the Guaranteed Maximum Price Amendment. This sum for General Conditions will be billed and paid in equal monthly installments commencing with the calendar month next following the date of commencement of construction of the Project and concluding on the date established in the Guaranteed Maximum Price Amendment for Substantial Completion of the Work. Payments will be prorated for part of the calendar month at the commencement of construction and the calendar month during which Substantial Completion is to occur.

7.2 Substituted. LABOR COSTS. Wages of construction workers directly employed by the Construction Manager to perform any portion of the Work at the site, unless such work is included within bid packages competitively bid by the Construction Manager to be self-performed, and salaries of the Construction Manager's supervisory personnel whether or not stationed at the site and included as a part of the amount agreed to for General Conditions.

7.3 Substituted. TRADE CONTRACT AND SUBCONTRACT COSTS. Payments made by the Construction Manager to Trade Contractors or Subcontractors in accordance with the requirements of the Trade Contracts and Subcontracts and payments due to the Construction Manager for any self-performed portions of the Work.

7.6.1.1 Deleted. This provision is deleted.

7.6.1.2 Deleted. This provision is deleted.

7.6.2 Deleted. This provision is deleted.

7.6.10 Deleted. This provision is deleted.

7.6.11 Deleted. This provision is deleted.

7.7.3 Modified. Delete the phrase "or nonconforming".

7.7.4 Deleted. This provision is deleted.

7.9.1.11 New. Add the following provision: "Transportation expenses incurred for travel to and within the City of Guthrie, Oklahoma."

Article 9 Deleted. Article 9, Subcontracts and Other Agreements, is deleted in its entirety.

11.1.4.1 New. Contractor shall provide written monthly reports with each Application for Payment. Monthly reports must include a summary of the progress of the Work, a detailed, updated, current Project schedule, a log containing a record of weather and any requests for an extension of the time for Substantial Completion based upon weather delays. These monthly reports are considered an integral part of each Application for Payment. No Application for Payment shall be considered received by Owner without inclusion of the monthly report.

11.1.11 Deleted. This provision is deleted.

11.2.2.3 Deleted. This provision is deleted.

11.2.4 Deleted. This provision is deleted.

11.3 Modified. Interest shall accrue on amounts unpaid thirty (30) days after the due date at three-fourths (3/4) percent per month pursuant to the provisions of Section 113.3 of the PCBA.

14.3.2.1 Deleted. This provision is deleted.

14.5.1 New. The Construction Manager shall not be required to furnish performance or defects bonds covering performance of the Agreement except as required by the PCBA or as permitted by the CM Act and agreed by the Owner and Construction Manager. The Construction Manager shall furnish a payment or fidelity bond covering payment of Contractors. Subcontractors and other obligations arising under the Contract. The Construction Manager shall ensure that all bonds required by the PCBA from Trade Contractors and Subcontractors be issued as dual obligee bonds in favor of the Owner and the Construction Manager.

14.5.2 New. The Construction Manager shall provide for the allocation of responsibilities for safety programs among the Subcontractors and verify that such assignment of responsibilities are included as requirements in all Subcontracts.

15.2.7 Add. Addendum to AIA Document A133 of even date.

**INDEPENDENT SCHOOL DISTRICT NO.
1 OF LOGAN COUNTY, OKLAHOMA**

**CROSSLAND CONSTRUCTION
COMPANY, INC.**

By _____
President, Board of Education

By _____
Vice President

"Owner"

"Construction Manager"

Preconstruction Services Proposal



Charter Oak Elementary Addition

Team Members	(\$/hr)	Staff Assignments	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	#####	Jun-25	Total Hours	Total
Preconstruction Staffing												
Aaron Stoops		Project Executive										No Charge
Aaron Stoops	\$ 120.00	Director of Preconstruction	5	10	5	5					25	\$ 3,000.00
Renae Stoops	\$ 85.00	Preconstruction Engineer	10	20	10	10					50	\$ 4,250.00
Lane McMillan	\$ 95.00	Project Manager									0	\$ -
		Other									0	\$ -
Total Preconstruction Staffing											75	\$ 7,250.00
Preconstruction Requirements			Notes For Clarity									
Bid Advertisements & Solicitation			1 Bid Package @ \$500/EA									\$ 500.00
Plan Reproduction			3 Sets of Plans @ \$350/EA									\$ 1,050.00
Office Supplies & Expenses			N/A									
Surveys			N/A									
Total Preconstruction Requirements											\$ 1,550.00	
Total Preconstruction											\$ 8,800.00	



Board of Education Personnel Reports November 11, 2024

Employment Request

<u>Classification Certified</u>		Teaching	First	Hrs. Per	Replacing
Name	Site	Assignment	Work Day	Day	

<u>Classification Support</u>		Assignment	First	Pay	Hrs. Per	Replacing
Name	Site		Work Day	Grade	Day	

Lehr, Sabrina	Cotteral	Cafeteria Staff	09-16-24	2	7	Rebecca Paul
Stone, Krista	GUES	SpEd Para	10-07-24	3	7.5	Gary Oliver

FMLA Requests

Certified:

Support: 1

Transfer of Position Report

<u>Classification Certified</u>	Transferred	Transferred	
Name	From	To	Replacing

<u>Classification Classified</u>	Transferred	Transferred	
Name	From	To	Replacing

Separation of Employment

<u>Classification Certified</u>	Teaching	Reason for	
Name	Assignment	Separation	Effective Date

<u>Classification Classified</u>		Reason for	
Name	Site	Separation	Effective Date

Rios, Iris	Fogarty	SpEd Para	resignation	11-06-24
Rose, Amanda	GUES	Site Secretary	termination	09-13-24
Ross, Spencer	Transportation	Rte. Driver	resignation	09-20-24
Waddell, Bobbi	GUES	SpEd Para	resignation	11-08-24



Staking A Claim in Our Students' Future

Telephone: 405-282-8900

REQUEST FOR EXTRA-DUTY POSITION

Dr. Simpson & Guthrie Board of Education:

Recommendation for the following employee for an extra-duty position with the Guthrie Public School District:

McDonald

Kent

Last Name

First Name

Middle Initial

Summer Athletic Pride

HS

Extra-Duty Position

Site

If hired by the Board of Education, would this be a replacement?



Yes



No

If yes, whom would this employee replace?

Bret Stone

If this is an extra-duty position for athletics, has this person had *Care and Prevention of Athletic Injuries*? ☒ Yes ☐ No

Start Date 08-12-24

Extra-Duty Compensation \$500.00

Submitted By:

[Signature]
Principal or Program Director

9/10/24
Date

[Signature]
John Hancock, Executive Director
Personnel/Secondary Education

11/5/24
Date

Guthrie Public Schools
Property Committee Meeting
November 4, 2024 5:00 p.m.

Attending Members: Dr. Mike Simpson, Carmen Walters, John Hancock, Cody Thompson, Michelle Chapple, Janna Pierson, Chris Schroeder, Matt Girard and Linda Skinner. Lane McMillan with Crossland Construction Co. was also present.

Cody Thompson spoke on the following items:

Expenditure Reports:

- Summarized October expenses for Maintenance and Transportation
- Comparison of 2024/25 expenditures to 2023/24

Current Projects:

- Completed 207 Maintenance work orders, 68 Transportation work orders, and 83 Activity trips work orders.
- New LED lights were installed at Squires Field. The new lighting system features state of the art programming which includes scheduling, individual pole and/or lights, and can sparkle or paparazzi on and off.
- Replaced the carpet in HS room 20 and the Operations front office.
- Installed a new commercial outside freezer at the High School.
- Replaced the old sidewalk between the south and east annexes at the HS. The old sidewalk had dropped below the buildings and was holding water and causing damage to the building.
- Maintenance staff assembled office furniture for Fogarty and Transportation.
- Have been dealing with honeybees at the front entrance of the Jr High. It will be necessary to remove concrete to get to the queen and then seal it back up.
- Have had numerous vehicle maintenance work orders for outside lights, hood latches, and side mirrors due to the rough county roads.
- Our current transportation student enrollment is at 1,495. We are currently down 10 drivers with one out on extended leave. We have a temp driver currently getting his training for a CDL/P&S license. We have a SPED driver that will be moving but have had a driver that drove for us before, wanting to come back.

Future Projects:

- Ordering new furniture for the entire new Cotteral building
- Looking into the cost and options for replacing the Greenhouse at the HS.
- Replace carpet in the CFO's suite and CN Treasurer's office at the Administration building during the Winter Break.
- Continue the floor work at the HS to the north and south part of the building and the floor work at GUES to the gym and café hallway and all 3 classrooms hallways.
- Do extensive floor work in Fogarty classrooms and gym
- Repaint the outside basketball court at Charter Oak
- Pour curbing by the HS freezer to stop the erosion, readjust the curbing, and install a well along the south sidewalk by the tennis courts

- HVAC projects:
 - Replace HVAC units as needed
 - Install new unit for Central server room
 - Replace units to the main stage & south café unit at the HS
 - Add heaters to areas that we currently place portable heaters
- Replace carpet in GUES office areas, SRO office at the Jr High, the Library computer room at the HS, and the Library and Special Needs room at Fogarty.
- Move the furniture out of Cotteral once we move into the new Cotteral. We have contacted a vendor that can do this for us.
- Prepare to move the portable buildings at Cotteral once the construction of the new school is completed. Have scheduled with a vendor to have this done over Spring Break.

District Property Projects:

Bond Project – New Cotteral Elementary – The construction of the new Cotteral Elementary continues.

District Projects:

District sites	Parking lot repairs
Squires Field	Upgrades to the field lighting system – Completed
Child Nutrition	New outside freezer for the HS – Completed

Lane McMillan gave the progress report on the new Cotteral ES for October. Significant progress was made inside and outside. The gym flooring has been installed and will be sealed and painted in November. Lane discussed the 4 contingency items which includes the Library ceiling height, installing a ladder to the kitchen rooftop, and extended fencing at the sidewalk by the retention pond.

Dr. Simpson discussed the plan to move forward with the 4-classroom addition at Cotteral. There is a plan in place to install a door in an extra classroom to accommodate the egress point. The demo of the old building will be happening at the same time. There was discussion regarding this year's Teacher of the Year Celebration, the survey regarding possibly providing daycare for staff, and implementing new forms for out of state travel with students.

Guthrie Public Schools
Finance Committee Meeting
November 5, 2024

In attendance: Ms. Tina Smedley, Ms. Gail Davis, Mr. Ben Husky, Dr. Mike Simpson, Ms. Carmen Walters, Dr. Michelle Chapple, Mr. John Hancock, Ms. Kaitlin Smith, Ms. Tamie Jones

Dr. Chapple welcomed everyone in attendance and then presented the following monthly financials:

Revenues & Expenditures for General, Building and Child Nutrition Funds as of October 31, 2024

Information was presented

Dr. Chapple presented the following in Dee Benson's absence:

Approval of Renewal Agreement with Follett for Library Services 2024-2025

Information was presented

Mr. Hancock presented the following:

OK GEAR UP 2024 Grant: K-12 School Commitment

Information was presented

Dr. Simpson discussed the following:

Discussion – Gaga Pit at Charter Oak

Information was discussed

Discussion – Crossland Construction Contract at Cotteral

Information was discussed

Discussion – Revised Out-of-State Travel Process

Information was discussed

Discussion – Teacher of the Year Celebration Time and Location

Information was discussed

Curriculum Committee Meeting Minutes

November 5, 2024

5:00 p.m.

GPS Administration Board Room

In Attendance: Dr. Mike Simpson, Carmen Walters, John Hancock, Kaitlin Smith, Gail Davis, Ron Plagg, Tina Smedley, and Pam Etcher

Ms. Walters

Ms. Walters shared with the committee an update on the A-F School Report Cards. She discussed how the review window had just ended and how she and Mr Hancock as well as all the site principals have gone through them and reviewed them for any possible errors. She further explained that once the SDE releases the final A-F School Report Cards that she and Mr. Hancock will go through them with the committee.

Ms. Walters next discussed the Stop, Go and Tell Agreement with Bethesda, Inc. This program is a fun, age appropriate and interactive way to teach children about personal space boundary rules and what to do if someone tries to break those rules.

The last item Ms. Walters discussed with the committee was a possible agreement with Cornerstone Counseling and Consulting Inc. that provides behavioral health services to students in the GPS district that are referred to them from our sites. Cornerstone Counseling and Consulting Inc. is currently updating their agreement for board approval and if this agreement is not provided to the district by the due date communicated to them for the November 11, 2024 board meeting it will be moved to the December 9, 2024 board meeting for possible approval.

Dr. Simpson

Dr. Simpson shared with the committee the 2024 OK GEAR UP grant.

Next, Dr. Simpson discussed the Charter Oak Gaga Pit. This was made possible by a \$6,000 grant from TSET for health incentives that Aaron Harbin, Charter Oak PE teacher received. Charter Oak plans to purchase a Gaga Pit with turf, balls, paint, and a ball cart. The focus of the Gaga Pit is to increase physical activity opportunities on the current playground. The remaining balance of \$1,775 needed to purchase the Gaga Pit will be paid through the Charter Oak PTO activity account approved by the Charter Oak PTO.

Dr. Simpson then discussed the possibility of having the Teacher of the Year celebration and announcement as a stand alone event, and not included with the February board meeting. He proposed holding a separate event to honor our district teachers of the year that could be held at Meridian Technology Center in Guthrie during the last week of February 2025.

In conclusion Dr. Simpson discussed the possibility of the district having a daycare for certified and support staff's children at a proposed lower price than the growing high rate of day care to benefit our staff that could also be used as a possible recruiting tool to attract more teachers and support staff to the district. He also shared with the committee a proposed out of state and overnight travel form. The out of state travel form is the only one that needs board approval.

The meeting was adjourned at approximately 5:30 p.m.