



STILLWATER BOARD OF EDUCATION
Thursday, June 20, 2024

5:30 PM Special Meeting
Operations and Education Support Building (OES)
5021 N Perkins Road
Stillwater, OK 74075

1. CALL TO ORDER AND ROLL CALL
2. CONSENT AGENDA (Action)
All of the following items, which concern reports and items of a routine nature normally approved at a board meeting, will be approved by one board 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 approval of the following items:
 - A. Consider and Vote to Approve **Service Order No. 19** for SPS High School Building Repurposing Study (Operations)
 - B. Consider and Vote to Approve **Service Order No. 20** for SPS Bond 2023 High School Phase II-Performing Arts (PA Wing) (Operations)
 - C. Consider and Vote to Approve **Operations/Transportation Agreement for Tyler Technologies** (Operations)
 - D. Consider and Vote to approve the **Facility Use Fee Schedule** (Operations)
 - E. Consider and Vote to Approve **CuraLinc** (Employee Assistance Program-EAP), (HR)
3. BUSINESS/FINANCE
 - A. Change Orders, Encumbrances and Accounts Payable (approval of encumbrance numbers as listed):
2023-2024 General Fund (11) Encumbrance Numbers:
20240366, 20240543
2023-2024 Bond 31 Fund (2017) Encumbrances Numbers:
20241058, 20240258

2023-2024 General Fund (11) Encumbrances #'s:
.20241273-20241286,20241291, 20241294, 20241296-20241297
2023-2024 Bond 31 (2017) Fund Encumbrances #'s:
20241271-20241272, 20241292-20241293, 20241295, 20241298
2023-2024 Building Fund (21) Encumbrances #'s:
20241287-20241288
 - B. Consider and Vote to Approve **Vero Fiber Networks, LLC** (Telecom & Infrastructure Services), (Business/Finance)
4. OPERATIONS
 - A. Consider and Vote to **Award Bids for the Stillwater Public Schools Bond 2023 High School Phase I Construction Amendment II Bid Package:**
Background Information:

Description	Actual Bid	Bidder
Earthwork	\$1,048,250.00	MK Excavation, LLC
Site Utilities	\$1,373,000.00	D. Owen Construction, LLC
Paving & Walks	\$4,368,300.00	Turning Point Industries, Inc

Description	Actual Bid	Bidder
Concrete	\$3,708,500.00	Concrete Enterprises, Inc
Precast Concrete	\$2,588,211.00	Coreslab Structures (Okla) Inc
Masonry	\$841,380.00	Sun Valley Masonry, Inc
Structural Steel (Mat'l & Erect)	\$3,782,800.00	Bennett Steel, Inc
Rough Carpentry	\$173,200.00	Red Mountain Company
Millwork	\$1,147,232.25	Wood Systems, Inc
Waterproofing & Sealants	\$259,472.00	GDA Contractors
Roofing	\$1,776,000.00	JR & Co., Inc
Metal Panels	\$1,855,657.00	Artform LLC
Doors, Frames, Hardware	\$439,800.00	Piper Weatherford of Oklahoma LLC
Overhead Doors & Grilles	\$120,617.00	DH Pace Company, Inc
Glass & Glazing	\$2,390,800.00	Lee Glass & Window, LLC
Drywall & Ceillings	\$3,742,695.00	Wiljo Interiors, Inc
Painting & Wallcoverings	\$650,000.00	Advanced Commercial Painting, LLC
Flooring	\$1,185,764.00	Carroll's Commercial Floors, Inc
Polished Concrete	\$301,985.00	KCI Concrete Color Systems, LLC
Athletic Flooring	\$111,564.23	Vector Concepts, Inc
Specialties	\$508,647.00	Various

Description	Actual Bid	Bidder
Signage	\$327,752.00	J&B Graphics, Inc
Window Treatments	\$54,980.00	Russell Interiors, Inc
Food Service Equipment	\$1,357,000.00	Amundsen Commercial Kitchens, Inc
Gymnasium Equipment	\$98,583.25	School & Office Products of Arkansas, Inc
Telescoping Bleachers	\$63,536.00	Performance Surfaces, LLC
Greenhouses	\$148,737.00	American Plant Products & Services, Inc
Elevators	\$156,224.00	Otis Elevator Company
Fire Suppression	\$539,815.00	Kanske Fire Systems, LLC
Plumbing	\$2,089,536.00	Air Technologies
HVAC	\$4,321,850.00	DeHart Air Conditioning & Electronics, Inc
Electrical	\$5,789,700.00	Colburn Electric, LLC
Telecommunications/ Low Voltage	\$311,828.00	Adept Patriot Services, LLC
Security	\$150,000.00	Allowance
Fire Alarm	\$99,641.00	VSC Fire & Security, Inc
Metal Railings	\$450,000.00	Allowance
Fencing & Gates	\$49,000.00	Superior Fence Construction, Inc

Description	Actual Bid	Bidder
Landscaping & Irrigation	\$1,646,134.00	Grooms Irrigation
Spray Fireproofing	\$12,500.00	True Fireproofing Company
Translucent Polycarbonate Panels	\$421,866.54	Duo-Gard Industries, Inc
Lab Equipment	\$100,000.00	Allowance
Media Equipment	\$123,602.04	VOX Audio Visual

- B. Consider and Vote to Accept **Amendment 2 for the Guaranteed Maximum Price (GMP) proposed by Willowbrook, Inc. for the SPS Bond 2023 High School Phase I Construction**
- C. Consider and Vote to **Assign Bids to Willowbrook, Inc. for the Stillwater Public Schools Bond 2023 High School Phase I Construction Amendment II Bid Package**
- 5. Educational Services
 - A. Consider to Vote and Approve **FY 24-25 Contract for RK Black Pending Approval by School District Attorney** (60 Month Lease Agreement for Copier Hardware, Software, and Service), (Ed Services)
- 6. **Tour of OES/Facilities**
- 7. ADJOURNMENT
 - A. Vote to Adjourn (**Action**)

This agenda was posted on the inside of the front door (visible from outside the building) of the Administration Building (314 S. Lewis), the Operations and Education Support (OES) Building (5021 N Perkins Road), and on the School District's website located www.stillwaterschools.com on June 18, 2024 at 4:00p.m. Notice of this regular meeting was given to the Payne County Clerk on June 14, 2024 at 8:10 a.m.

STILLWATER BOARD OF EDUCATION



Tawni Hooten, Minutes Clerk



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 20, 2024

AGENDA ITEM: 2A

Consider and Vote to Approve Service Order No. 19 for SPS High School Building Repurposing Study

BOARD ACTION REQUESTED:

Vote to Approve Service Order No. 19 for SPS High School Building Repurposing Study

BACKGROUND INFORMATION:

The Architect will provide continued pre-planning professional services to assist the Owner with the evaluation for the repurposing of the existing High School building for new use located at 1224 N Husband Street.

 **AIA**® Document B221™ – 2018**Service Order** for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 19 made as of the eleventh day of June in the year two thousand and twenty-four.

BETWEEN the Owner:

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

Independent School District No. 16 of Payne County, Oklahoma
314 South Lewis Street
Stillwater, Oklahoma 74074

and the Architect:

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

505 Architects LLC
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

for the following **PROJECT**:

(Name, location, and detailed description)

SPS High School Building Repurposing Study
Pre-Planning professional services to assist the Owner with the evaluation for the repurposing of the existing High School building for new use located at 1224 N Husband Street in Stillwater, Oklahoma.

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the

(Paragraphs deleted)

thirteenth day of April in the year two thousand and twenty-one form a Service Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	SERVICES UNDER THIS SERVICE ORDER
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	COMPENSATION
5	INSURANCE
6	PARTY REPRESENTATIVES
7	ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

1.1.1 Pre-Planning professional services to assist the Owner with the evaluation for the repurposing of the existing High School building for new use located at 1224 N Husband Street in Stillwater, Oklahoma. The repurposing study does not include the existing athletic and stadium building structures.

1.1.2 Owners Budget for the cost of the Work is unknown at the time of this Agreement.

1.1.4 The Owner shall be responsible for:

- Owner Project program, requirements, and information.
- Facility operational and on-going maintenance cost information and projections.
- If available, PDF and electronic files of existing site plan, floor plan and reflected ceiling plan in AutoCAD .dwg or Revit format.
- If available, a site survey or existing site plan information of the proposed project sites, particularly confirming all site boundaries, topography, existing site utilities, zoning constraints, adjacent facilities and any other legal land use restrictions such as permanent easements, and any special site features.
- Services of geotechnical engineers, and other consultants if required by the scope of the Project.
- Tests, inspections and reports required by law, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- Architect or Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- Access to all project areas including providing equipment such as scaffolds, ladders or lifts to access areas requiring observation.
- Destructive observations and repair as required.

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

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

Init.

The Architect will work closely with the Owner for the development of a Repurposing Study for repurposing of the existing SPS High School structure for new use. The Repurposing Study does not include the existing athletic and stadium building structures.

The Architect will utilize existing drawings provided by the Owner as a basis for development of an overall existing facility plan for the Scope of Services. The Architect will utilize this drawing as the basis to prepare the repurposing study.

The Architect will meet with the Owner and key users or stakeholders to review potential future needs and other facility-related issues. The Architect will conduct up to three (3) meetings to discuss and review the development of the Repurposing Study. As the Architect collects and documents input received from these meetings, the Architect will incorporate into the Repurposing Study deliverable. Development of up to two (2) repurposing scenarios for the High School building are included within the Scope of Services.

The Architect anticipates the proposed scope of Services to take approximately twelve (12) weeks to complete depending on the Owner's availability.

Based on the preliminary repurposing scenarios, the Architect will prepare a Preliminary Opinion of Project Costs, to include preliminary estimated soft costs, construction costs, FF&E, A/E Professional Fees, reimbursable expenses, and a 15% project contingency.

The Architect will prepare a Repurposing Study suitable for presentation purposes containing the following items provided to you in digital format (PDF).

- Preliminary Concept Diagrammatic Site and Floor Plans
- Preliminary Opinion of Project Costs and Preliminary Project Schedule

Provision of supplemental brochures or other presentation materials beyond those described above may be provided by Architect as an Additional Service upon written request from the Owner.

The Architect has included limited preliminary conceptual consultation with engineering consultants if deemed necessary as the repurposing study is developed.

§ 2.1.2 Additional Services

None

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

NA

- .2 Substantial Completion date:

NA

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

Compensation shall be a fixed fee plus reimbursable expenses billed as follows:

(Paragraphs deleted)

Phase 100 HS Building Repurposing Study Fixed \$20,000.00 plus reimbursable expenses per Section 4.3

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be

compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

The Architect shall endeavor to provide a fixed fee for Additional Services when a scope of services can be clearly defined. In all instances, the Architect shall notify the Owner in writing of the need for Additional Services. If a scope of Work cannot be clearly defined, upon written approval from the Owner the Architect shall perform the Work on an hourly basis until such a time as the scope of Work can be defined and a fixed fee can be established.

Hourly billing rates at the time of this Agreement are set forth as follows:

505 Architects LLC

Principal	\$200	Architect	\$185
Project Manager	\$195	Architectural Intern	\$140
Interior Designer	\$175	Administrative	\$90

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

Reimbursable Expenses are estimated to not exceed \$2,000.00.

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:

(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

(Table deleted)

(Paragraphs deleted)

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

Assistant Superintendent of Operations
Bo Gamble
Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

Brian Thomas, AIA, RID, LEED AP
Principal
505 Architects LLC
1631 South Delaware Avenue
Tulsa, Oklahoma 741014

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

- .1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;

(Paragraphs deleted)

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

OWNER *(Signature)*

Dr. Marshall Baker School Board President
(Printed name and title)



ARCHITECT *(Signature)*

Brian Thomas, AIA, RID, LEED AP Principal
(Printed name, title, and license number, if required)



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 20, 2024

AGENDA ITEM: 2B

Consider and Vote to Approve Service Order No. 20 for SPS Bond 2023 HS Phase 2 - Performing Arts (PA) Wing

BOARD ACTION REQUESTED:

Vote to Approve Service Order No. 20 for SPS Bond 2023 HS Phase 2 - Performing Arts (PA) Wing

BACKGROUND INFORMATION:

The Architect will provide continued pre-planning professional services to assist the Owner with Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration Phases for a new Performing Arts Wing addition to the new SPS High School Phase 1 located at the existing Cimarron Plaza site in Stillwater, Oklahoma.



AIA[®] Document B221[™] – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 20 made as of the twentieth day of June in the year two thousand and twenty-four

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

Independent School District No. 16 of Payne County, Oklahoma
314 South Lewis Street
Stillwater, Oklahoma 74074

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

505 Architects LLC
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

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

SPS Bond 2023 High School Phase 2 – Performing Arts (PA) Wing
Schematic Design, Design Development, Construction Documents, Bidding and
Construction Administration Phases for a new PA Wing addition to the new SPS High
School Phase 1 located located at the existing Cimarron Plaza site in Stillwater, Oklahoma.

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the

(Paragraphs deleted)

thirteenth day of April in the year two thousand and twenty-one form a Service Agreement.

The Owner and Architect 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.

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- 5 INSURANCE
- 6 PARTY REPRESENTATIVES
- 7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

- 1.1.1 The Project consists of new construction addition for a SPS Bond 2023 High School Phase 2 - Performing Arts (PA) Wing to the new SPS High School Phase 1 located on the existing Cimarron Plaza site in Stillwater, Oklahoma. The SPS HS Phase 2 PA wing will be approximately 35,000 square feet and contain a drama classroom / black box instructional theater, choir room, orchestra room, ensemble room, large band room, small band rooms (2), practice rooms band office, choir office, drama office, band instruments storage rooms, drama storage and script library, choir storage room, band laundry, instrument repair, music storage, restrooms and utility space.
- 1.1.2 Owners budget for the cost of the Work is \$14,000,000.00.
Owners budget for the cost of FF&E is \$400,000.00.
- 1.1.3 Architect's Consultants for Basic and Additional Services include:

Interior Design:	D5 Concepts, Tulsa OK
Civil Engineers:	Gose & Associates, Stillwater OK
Landscape Architects:	Copeland Design Collective, PLLC, OKC OK
Structural Engineers:	360 Engineering Group, PLLC, Tulsa OK
Mechanical and Electrical Engineers:	Phillips+Gomez Consulting Engineers, Tulsa, OK
Environmental Graphics	Walsh Branding, Tulsa, OK
- 1.1.4 Existing geotechnical testing and topographic survey for the HS Phase 1 project will be utilized.

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

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

The Architect shall provide Schematic Design phase, Design Development phase, Construction Documents phase, Bidding phase, and Construction phase professional services for architectural, interior design, and usual and

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customary structural, mechanical, and electrical engineering services for the Project. Services not included within Basic Services are Supplemental or Additional Services.

Interior design services included within Basic Services is limited to the selection and documentation of interior surfaces, materials, finishes and specialty lighting.

Program Verification, Site and Building Concept: The Architect will meet with the Owner and key users or stakeholders to review the proposed character of the space, current and potential future space needs and other site-related issues. We will conduct up to two (2) meetings to discuss and review the space requirements (Program), and the site and building concept. As we collect and document input received from these meetings, we will incorporate into the schematic design.

Project delivery will be Construction Manager at Risk (CMaR).

Cost estimating and project construction scheduling will be provided by the Construction Manager.

Construction Administration services will include construction site visits and/or Owner/Architect/Contractor (OAC) construction meetings will be limited to two (2) visits per month by the Architect during construction period for the Project. In addition to visits and reports by the Architect; four (4) Interior design, three (3) structural, and two (2) mechanical/electrical site visits with associated field observation reports by the Architect's consultants are included within Basic Services.

§ 2.1.2 Additional Services

Additional Services required to complete the scope of services of this project and part of the total fee for this Project include the following:

2.1.2.1 Civil Engineering and Landscape Design:

Civil Engineering includes design and documentation of on-site parking, grading, drainage, and utilities. The scope of services includes preparation of necessary drawings and specifications, responding to bidder requests for information, and construction administration services.

Modifications and rerouting of existing city on-site utilities and off-site utility extensions, easement and right-of-way acquisition or vacation, and platting or zoning requirements or changes are excluded.

Landscape Design includes landscape and irrigation design services to include design and documentation for the landscape and irrigation scope of the Work. The scope of services shall include preparation of necessary drawings and specifications, permit assistance, responding to bidder requests for information and construction administration services.

Construction Administration services will include: two (2) civil engineer, and two (2) landscape architect site visits with associated field observation reports in addition to those visits and reports made by the Architect.

2.1.2.4 Low Voltage Design:

The Architect shall prepare a structured cabling specification and drawings that identify telecommunications, data, and security device termination locations, receptacles, pathways, and cabling requirements. Telecommunication, data, and security systems devices design and documentation is excluded.

2.1.2.7 Furniture Selection and Specification:

The Architect shall provide interior design services to assist the Owner with a "basis of design" approach for procurement of furniture for the Projects. The scope of services shall include assisting the Owner with conceptual furniture options, final "basis of design" selections, furniture layout, select and coordinate all upholstery and product finishes, coordinate required testing of materials for various pieces before specifying, estimates based on current price lists and/or quoted prices by vendors, prepare FF&E specification book suitable to obtain 3 vendor bids for a furniture, furnishings, and equipment (FF&E), review substitution requests, coordinate delivery of bid package and bid opening, prepare contracts, coordinate purchase orders with vendor for Owner payment, coordinate delivery dates, on-site

review of delivered furniture, prepare punch list and coordinate deficiencies with vendors. two (2) site visits have been included for delivery, installation, and punch.

2.1.2.8 Environmental Graphics:

The Architect shall provide environmental graphic design services for the design and documentation of impact graphics for key signage elements, and limited wayfinding sign package. All images that required purchasing or licensing shall be a reimbursable expense.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

November 2024

- .2 Substantial Completion date:

December 2026

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

Compensation for Basic Services shall be calculated at \$65,000.00 plus percent (5%) of the Cost of Work over \$1,000,000.00. Basic Services fees will be billed monthly based on percentage of completion plus reimbursable expenses as follows:

Phase 200 Schematic Design Phase	Fixed	20% plus reimbursable expenses per Section 4.3
Phase 300 Design Development Phase	Fixed	25% plus reimbursable expenses per Section 4.3
Phase 400 Construction Documents Phase	Fixed	35% plus reimbursable expenses per Section 4.3
Phase 500 Bidding and Permitting Services	Fixed	5% plus reimbursable expenses per Section 4.3
Phase 600 Construction Phase	Fixed	15% plus reimbursable expenses per Section 4.3

(Paragraphs deleted)

The Cost of the Work is defined as that documented by the Architect and Architect's consultants whether or not the Work is constructed. The fees will initially be based on the budget identified in Article 1.1.2. The Basic Services fees for the succeeding phase will be adjusted based on the cost estimates provided by the Construction Manager at the completion of each phase of the Work and again at Substantial Completion of the Project based on the final Application for Payment submitted by the Construction Manager. The adjustment of the fee at Substantial Completion shall not reduce from the original Guarantee Maximum Price (GMP).

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

Compensation for the following Additional Services shall be a fixed fee compensation and will be billed monthly based on percentage of completion plus reimbursable expenses as follows:

Phase 701 Civil Engineering & Landscape	Fixed	\$37,500 plus reimbursable expenses per Section 4.3
Phase 702 Low Voltage Design	Fixed	\$10,000 plus reimbursable expenses per Section 4.3
Phase 703 Furniture (FF&E)	Fixed	\$18,000 plus reimbursable expenses per Section 4.3
Phase 704 Environmental Graphics	Fixed	\$7,500 plus reimbursable expenses per Section 4.3

The Architect shall endeavor to provide a fixed fee for Additional Services when a scope of services can be clearly defined. In all instances, the Architect shall notify the Owner in writing of the need for Additional Services. If a scope

of Work cannot be clearly defined, upon written approval from the Owner the Architect shall perform the Work on an hourly basis until such a time as the scope of Work can be defined and a fixed fee can be established.

Hourly billing rates at the time of this Agreement are set forth as follows:

505 Architects LLC

Principal	\$200	Architect	\$185
Project Manager	\$195	Architectural Intern	\$140
Interior Designer	\$175	Administrative	\$90

D5 Concepts

Interior Designer	\$115
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Gose & Associates

Engineer 7-9	\$180 - \$190	CAD Tech	\$100-\$140
Engineer 1-4	\$135 - \$155	Administrative	\$50
Designer	\$145 - \$155		

Copeland Design Collective, PLLC

Landscape Architect	\$120
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360 Engineering Group, PLLC

Principals	\$200	Project Manager	\$155
Associate Principals	\$190	Engineer Intern	\$140
Associates	\$185	BIM Technician II	\$130
Structural Engineer II	\$170	BIM Technician I	\$115
Structural Engineer I	\$155	Administrative	\$105

Phillips+Gomez Consulting Engineers (Mechanical, Electrical and Plumbing Engineering)

Senior Principal/Engineer	\$200	Engineer/Designer II	\$135
Principal/Engineer	\$185	Engineer/Designer I	\$120
Director/Engineer	\$175	CAD Technician II	\$100
Engineer/Designer IV	\$165	CAD Technician I	\$90
Engineer/Designer III	\$150	Clerical	\$75

Walsh Branding

Environmental Graphics Designer	\$100
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§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

Reimbursable Expenses are estimated to not exceed \$50,000.00.

The Purchase Order should be written for an amount to include Basic Services, Additional Services, and an allowance for Reimbursable Expenses.

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:

Init.

(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

(Table deleted)

(Paragraphs deleted)

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

Assistant Superintendent of Operations
Bo Gamble
Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

Brian Thomas, AIA, RID, LEED AP
Principal
505 Architects LLC
1631 South Delaware Avenue
Tulsa, Oklahoma 741014

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

- 1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;

(Paragraphs deleted)

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

OWNER *(Signature)*

Dr. Marshall Baker School Board President
(Printed name and title)



ARCHITECT *(Signature)*

Brian Thomas, AIA, RID, LEED AP Principal
(Printed name, title, and license number, if required)

Init.



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 20, 2024

AGENDA ITEM: 2C

Consider and Vote to Approve Operations/Transportation Agreement for Tyler Technologies

BOARD ACTION REQUESTED:

Motion to Approve contract with Tyler Technologies as presented

BACKGROUND INFORMATION:

Contract with Tyler Technologies for the provision of software and accompanying hardware to manage bus routing, field trip requests, GPS tracking, turn-by-turn directions, and student tracking. This would be an approval for the continuation of the contract and services.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc., and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Stillwater School District 16, Oklahoma.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“Defined Vehicles”** means the number of vehicles identified in the Investment Summary for which Client is authorized to use the Tyler Software for routing, avl, field trips and other related K12 transportation activities.
- **“White Fleet Vehicles”** means the number of vehicles which are not used for routing, avl, field trips or other related K12 transportation activities for which Client is authorized to use the Tyler Software and is calculated by subtracting fifty percent (50%) from the number of Defined Vehicles. White Fleet Vehicles have reduced functionality and use the Tyler Software.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.



- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s), or similar terms for the Third Party Software, as applicable and attached hereto.
- **“Transportation Solution Terms”** means the terms, including terms applicable to items or services provided by third parties, applicable to Tyler’s transportation solutions. Copies of current Transportation Solution Terms are included at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users or Defined Vehicles only. The Tyler Software will be made available to you according to the terms of the SLA.

You acknowledge that we have no delivery obligations, and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and as listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users or Defined Vehicles and, if applicable, the amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users, Defined Vehicles or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS

Services. Upon execution of a mutually agreeable Non-Disclosure Agreement (“NDA”), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler’s software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design’s capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective (“RPO”) exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective (“RTO”) is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to

your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other

equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

10. Expiration of Services. Training services for which payment has been made that are not used prior to twenty-four (24) months from the Effective Date of the Agreement shall expire without refund or credit of fees paid to Client.
11. Planned Continuing Annual Education (PACE). PACE is an annual services program, which establishes credits used for training classes and other ongoing product education offerings. The total credits available for use are set forth in the Investment Summary and the term and invoicing of PACE are indicated in the Invoicing and Payment Policy. Unused PACE credits expire at the end of each annual term. In advance of any annual renewal term, you may elect to purchase a different amount of PACE credits for the subsequent annual term, subject to then-current pricing for that option.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the date connectivity to the software is provided, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. The foregoing notwithstanding, the initial term for Tyler Drive SaaS commences upon availability of the applicable SaaS Services. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list

price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties.

Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Transportation Solution Terms
	Schedule 1: Additional Tyler Drive Terms & Conditions
	Schedule 2: Professional Hardware Installation Terms
	Schedule 3: Return Merchandise Authorization Process & Termination of GPS & Tyler Drive Units

Schedule 4: HERE End User Terms
Schedule 5: GeoTab Equipment Warranty
Statement of Work
Exhibit E

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Robert Kennedy-Jensen

Name: Robert Kennedy-Jensen

Title: Group General Counsel

Date: 6/7/23

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Stillwater School District 16

By: Tim Riley

Name: Tim Riley

Title: President - Board of Ed.

Date: 6-13-23

Address for Notices:

Stillwater School District 16
314 S Lewis Street
Stillwater, OK 74074
Attention: _____





STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 20, 2024

AGENDA ITEM: 2D

Consider and Vote to Approve Stillwater Public Schools Revised Facility Use Fee Schedule

BOARD ACTION REQUESTED:

Motion to Approve Stillwater Public Schools Revised Facility Use Fee Schedule

BACKGROUND INFORMATION:

A Facility Use Committee met over the past year to review policy, guidelines, and fees for using District facilities. As a result of the committee meetings, a revised fee schedule is being presented for approval.

STILLWATER PUBLIC SCHOOLS FACILITY USE FEE SCHEDULE

Custodial (per staff / per hour)	\$30.00
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SRO / SECURITY (per officer, per hour)	\$50.00
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Security must be provided by the lessee when events will include an audience on the following terms based on anticipated attendance:
0-250 = 1 officer; 251-500 = 2 officers; 501 - 750 = 3 officers; 751 or more = 4 officers

LOCATION	Space	For Profit Total Fee	Non-Profit Total Fee	SPS Employee Total Fee *
HIGH SCHOOL	Presentation Room	\$90.00	\$50.00	\$5.00
	Student Center	\$125.00	\$70.00	\$5.00
	Library	\$50.00	\$25.00	\$5.00
	Journalism Room	\$90.00	\$45.00	\$5.00
	Classroom(s)	\$40.00	\$25.00	\$5.00
	South Parking Lot	\$60.00	\$30.00	\$5.00
	North Parking Lot	\$60.00	\$30.00	\$5.00
	North West Parking Lot	\$60.00	\$30.00	\$5.00
	Kitchen	\$65.00	\$65.00	\$40.00
ATHLETICS	HS Fieldhouse	\$225.00	\$175.00	\$5.00
	HS Weight Room	\$190.00	\$130.00	\$5.00
	Pioneer Stadium	\$300.00	\$120.00	\$5.00
	Wrestling Room	\$190.00	\$130.00	\$5.00
	City Gym	\$150.00	\$90.00	\$5.00
	West Gym	\$140.00	\$85.00	\$5.00
	Couch Park Baseball	\$240.00	\$120.00	\$5.00
	Couch Park Softball	\$240.00	\$120.00	\$5.00
FINE ARTS / PAC	Stage and seating	\$250.00	\$190.00	\$10.00
	Lights (1 staff minimum)	\$15.00	\$15.00	\$15.00
	Sound (1 staff minimum)	\$15.00	\$15.00	\$15.00
	Lobby (4 staff minimum)	\$75.00	\$75.00	\$15.00
	Band Room	\$65.00	\$35.00	\$5.00
	Orchestra Room	\$65.00	\$35.00	\$5.00
	Black Box Theater	\$60.00	\$35.00	\$5.00
JUNIOR HIGH	Gym 1	\$85.00	\$50.00	\$5.00
	Gym 2	\$60.00	\$35.00	\$5.00
	Track/FB Field	\$50.00	\$25.00	\$5.00
	Sky FB Field	\$50.00	\$25.00	\$5.00
	Cafeteria / Stage	\$60.00	\$35.00	\$5.00
	Classroom	\$40.00	\$25.00	\$5.00
	South Parking Lot	\$60.00	\$30.00	\$5.00
	Concession Stand	\$25.00	\$15.00	\$5.00
	Library	\$50.00	\$25.00	\$5.00
	Kitchen	\$65.00	\$65.00	\$40.00
	Orchestra Room	\$65.00	\$35.00	\$5.00
	Band Room	\$65.00	\$35.00	\$5.00

MIDDLE SCHOOL	Gym	\$90.00	\$60.00	\$5.00
	Concession Stand	\$25.00	\$15.00	\$5.00
	Cafeteria / Stage	\$60.00	\$35.00	\$5.00
	Library	\$50.00	\$25.00	\$5.00
	Band Room / Presentation Room	\$65.00	\$35.00	\$5.00
	Playground Area for Outside Events?	\$50.00	\$35.00	\$5.00
	Classrooms	\$40.00	\$25.00	\$5.00
	Kitchen	\$65.00	\$65.00	\$40.00
ELEMENTARIES	Gym	\$85.00	\$50.00	\$5.00
	Cafeteria	\$55.00	\$30.00	\$5.00
	Classroom	\$40.00	\$25.00	\$5.00
	Playgrounds	\$50.00	\$35.00	\$5.00
	Library	\$50.00	\$25.00	\$5.00
	Kitchen	\$65.00	\$65.00	\$40.00
SPVA	Conference Room	\$50.00	\$25.00	\$5.00
	Play Area	\$95.00	\$45.00	\$5.00
LINCOLN ACAD.	Classroom	\$40.00	\$25.00	\$5.00
	Grady Lambert Library	\$45.00	\$25.00	\$5.00
ADDITIONAL DISTRICT SPACES	Board Room	\$40.00	\$25.00	\$5.00
	Pallet Storage, per pallet (S. Warehouse)	\$25.00/month	\$20.00/month	\$15.00/month
	Warehouse Space North	\$1.20/sq ft/month	\$1.15/sq ft/month	\$1.10/sq ft/month
	Warehouse Space South	\$1.20/sq ft/month	\$1.15/sq ft/month	\$1.10/sq ft/month
	Offices	\$6.00	\$4.00	\$3.00
	Board Building Conference Room	\$25.00	\$15.00	\$5.00
	Meeting space at OES	\$6.00	\$4.00	\$3.00

* when working with only SPS students and no fees are being charged for attending the event

*fees listed are based on a per hour charge unless otherwise noted

STILLWATER PUBLIC SCHOOLS RESERVES THE RIGHT TO REDUCE OR WAIVE FEES

REVISED 6/20/24

Employee Assistance Program (EAP) Services Agreement

THIS AGREEMENT is made and entered into on *June 14, 2024* by and between Independent School District No. 16 of Payne County, Oklahoma, otherwise known as *Stillwater Public Schools*, a political subdivision of the State of Oklahoma (herein after referred to as Company), located at 314 S. Lewis, Stillwater, OK 74074, and CuraLinc, LLC, otherwise known as CuraLinc Healthcare, an Illinois corporation (herein after referred to as CuraLinc), located at 314 W. Superior St., Suite 601, Chicago, IL 60654. The parties of this Agreement, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

I. CONTRACT TERM

The Initial Term of this Agreement shall commence on *July 1, 2024* (the “Effective Date”) and continue through *June 30, 2025*. Thereafter, this Agreement may be renewed each fiscal year upon these same terms and conditions, by mutual consent and ratification of the parties, such consent and ratification to be provided in writing by each party at least sixty (60) days prior to the end of the current term.

Notwithstanding the foregoing, Company shall have the right to terminate this Agreement at any time (the “Early Termination Option”) provided that on the date that Company delivers written notice of its election to exercise its Early Termination Option, no Event of Default exists, and no condition exists which, with the giving of notice or the passage of time, or both, would constitute an Event of Default. Company will exercise the Early Termination Option by delivering written notice to CuraLinc no less than 90 days prior to the date upon which the early termination shall occur. Failure by Company to deliver such written notice will constitute a failure by Company to exercise its termination option. Further, if Company elects to terminate during the initial term of this Agreement, Company shall pay to CuraLinc an early termination fee in an amount equal to the fees for the first three (3) months of the Program. The forgoing sentence shall not be valid as to any subsequent consented renewals of this Agreement.

II. DEFINITIONS

The following definitions apply to this Agreement:

1. **“Agreement”** means the contents of this document in full, including attachments incorporated herein by reference.
2. **“Allocation Value”** applies to Company’s bank of onsite CISM, Topical Training and Benefit Training hours and refers to a reduction of said hours if a notice to cancel is not provided to CuraLinc within 48 hours of the event.
3. **“Assessment”** refers to an element of the intake into the Program that includes a telephonic evaluation of the CIEBD’s Presenting Issue(s).
4. **“Benefit Training”** consists of an Orientation Meeting(s) to describe the Program to CIEBDs.
5. **“Benefits”** means the services to which CIEBD’s are entitled under the Employee Assistance Program Services Agreement.
6. **“Covered Employee(s)” (“CE”)** refers to benefit-eligible employees of the Company.

7. **“Covered Individuals and Eligible Beneficiaries/Dependents” (“CIEBD”)** refers to benefit-

eligible employees of the Company and their family members who are eligible for the services described herein. Eligible Beneficiaries/Dependents include, but are not limited to, spouses, domestic partners and children, up to age 26.

8. **“Covered Services”** means the services described in this Agreement. Any services not explicitly set forth in this Agreement are not included as part of this Agreement.
9. **“Critical Incident(s)”** refers a traumatic event that occurs at the workplace or to a crisis that negatively impacts the workforce.
10. **“Critical Incident Stress Management Services” (“CISM”)** will be provided for Critical Incidents. These services will be handled face-to-face, whenever possible, or telephonically, when a face-to-face appointment cannot be arranged.
11. **“Distance Counseling”** refers to a Short-Term Counseling or Sub-Clinical Coaching approach that takes the best practices of traditional counseling and adapts them for delivery to clients via electronic means in order to maximize the use of technology-assisted counseling techniques.
12. **“EAP Provider”** refers to the licensed mental health professionals employed by, or under contract with, CuraLinc to provide services to CIEBDs.
13. **“Employee Assistance Program” (“EAP” or “Program”)** An EAP is a service for CIEBDs to provide confidential assessments, Short-Term Counseling or Sub-Clinical Coaching and referrals to address their Presenting Issue(s).
14. **“Employee Count”** refers to the number of Covered Employees eligible for EAP services.
15. **“Event of Default”** refers to delinquent or non-payment of the fees outlined in this Agreement.
16. **“Fee for Service”** entails invoicing and payment for non-Agreement services on a mutually agreed upon hourly rate.
17. **“Initial Term”** refers to the first time period covered under this Agreement, at the end of which the Agreement will either terminate or be renewed.
18. **“Limitation”** means the maximum number of sessions available to a CIEBD per separate Presenting Issue brought to the Program.
19. **“Mental Health Navigator”** refers to a web and mobile tool that guides CIEBDs to a personalized set of resources within the Program.
20. **“Plan Implementation”** means the tasks required by the Company and CuraLinc in order to implement the services covered within this Agreement.
21. **“Presenting Issue”** means the problem or concern for the CIEBD to receive assistance through the Program. These include, but are not limited to clinical and sub-clinical issues, such as: family and marital problems; relationship problems; substance abuse; emotional distress; depression; anxiety; grief and loss; domestic and workplace violence; general emotional fitness; meditation; mindfulness; sleep fitness; and legal and financial concerns.

22. **“Short-Term Counseling”** refers to a series of counseling sessions available under the Program. Short-Term Counseling sessions are intended to be applied to clinical Presenting Issue(s) in which the EAP Provider believes can be reasonably and appropriately resolved within the Program.
23. **“Sub-Clinical Coaching”** refers to a series of emotional fitness coaching sessions available within the Program. Sub-Clinical Coaching sessions are intended to be applied for CIEBDs with Presenting Issue(s) that do not indicate an existing mental health problem or concern.
24. **“SupportLinc”** is the brand name for the Employee Assistance Program (EAP) offered by CuraLinc.
25. **“Textcoach®”** refers to a technology-based forum that allows CIEBDs to confidentially and securely exchange text messages, voice notes and resources with an EAP Provider.
26. **“Topical Training”** refers training provided to supervisors, managers and staff of the Company about issues related to the workplace, to include stress management, communication, identification and referral of employee problems.
27. **“Work/Life Services”** refers to information concerning local community and/or professional resources for dependent care (parenting, childcare, aging, eldercare, education, etc.), legal and financial concerns. Work/Life Services do not include Short-Term Counseling or Sub-Clinical Coaching.

III. SERVICES PROVIDED BY CURALINC

CuraLinc hereby agrees to perform or assist in the performance of the following services for Company.

1. Provide on-going consultation for the Company’s EAP, to include the overall design, development, implementation and management of the Program.
2. Provide telephonic access to the Program 24 hours per day, seven days per week, 365 days per year.
3. Provide an intake Assessment including, but not limited to: gathering psychosocial history; identifying Presenting Issue(s), evaluating treatment and substance abuse history; completing a risk profile for the CIEBD; and developing the appropriate care plan.
 - a. If the Presenting Issue(s) can be resolved within the framework of the EAP model, CuraLinc will provide clinical consultation and individual case management to CIEBDs, which will include:
 - i. In-the-moment support and, if necessary, immediate crisis counseling.
 - ii. Short-Term Counseling or Sub-Clinical Coaching.
 1. Referral for up to **five (5) sessions** per Presenting Issue (the Limitation).
 2. At the CIEBD’s discretion, the aforementioned sessions may be delivered either in-person or via Distance Counseling.

- iii. Post-case referral to an appropriate professional or helping agency, when appropriate.
 - iv. Follow-up on each case to determine success of the rehabilitation process or need for further assistance.
 - b. If the initial Assessment reveals that treatment is required beyond the scope of the EAP, CuraLinc will provide the CIEBD with appropriate referrals for providers or facilities that are in the CIEBD's community or benefit plan network.
 - i. CuraLinc will verify the CIEBD's eligibility.
 - ii. CuraLinc will educate the CIEBD regarding the upcoming sequence of events.
 - iii. CuraLinc will give the CIEBD names and contact information of in-network providers or facilities that are appropriate for his/her condition.
- 4. Assist in the internal promotion of the Program, including the development of an engagement strategy, which may include the preparation and delivery of posters, flyers, wallet cards, introductory letters, electronic messages and newsletters.
- 5. Provide activity reports that include aggregated trends and utilization from the Program, but do not include information about individual CIEBD participants.
- 6. Create and provide an EAP web platform customized for Company that includes, but is not limited to, information, articles, resource search engines, audio and video files, "how-to" guides, a form to schedule a call back or request more information, a comprehensive topical resource library, Textcoach®, Mental Health Navigator and online educational and training seminars.
- 7. Create and provide an EAP mobile platform customized for Company that includes, but is not limited to, information, articles, resource search engines, audio and video files, "how-to" guides, a form to schedule a call back or request more information, a comprehensive topical resource library, Textcoach®, Mental Health Navigator and online educational and training seminars.
- 8. Provide Work/Life Services as described below:
 - a. **Legal Consultation:** Each CIEBD is entitled to Telephonic Legal Services and In-Person Legal Services as described below at no cost. All additional costs following the consultation will be identified by the attorney in the retainer agreement, which must be agreed to in advance by the CIEBD, who is solely responsible for payment for services delivered beyond the scope of the Program. Excluded services are any matters involving current or prior work-related issues of the eligible employee or dependents, or any issues related to Company. Legal content is also available on the Program's web or mobile portals.
 - i. **Telephonic Legal Consultation:** CuraLinc will provide the CIEBD with one thirty-minute telephonic consultation from an attorney who: has been licensed to practice law in the forum state for at least ten (10) years; has no public record of non-administrative discipline within the last ten (10) years; carries malpractice insurance; and has not been convicted of any felony or crime involving moral

turpitude, been the subject of any non-administrative public discipline in any jurisdiction, or been the subject of a malpractice action or judgment. The attorney shall provide, via telephone and at no cost to the CIEBD, up to thirty minutes of time to answer general questions of law according to the applicable state law.

ii. **In-Person Legal Consultation:** CuraLinc will provide the CIEBD with one thirty-minute office consultation from an attorney or law firm that: is duly licensed to practice law in the CIEBD's forum state; has a managing or operating partner with a minimum of five (5) years' experience from the date admitted to the bar of the forum state; carries malpractice insurance; and has not been convicted of any felony or crime involving moral turpitude, been the subject of any non-administrative public discipline in any jurisdiction, or been the subject of a malpractice action or judgment.

b. **Financial Consultation:** Each CIEBD is entitled to consultation with financial counselor or budget specialist who can address questions on all matters of financial management including debt reduction, home buying, budgeting, foreclosure prevention, bankruptcy prevention, financial goal-setting, estate/financial planning, identity theft recovery and credit report review. Brief consultations without an appointment are available any weekday, Monday through Friday, or for up to an hour by appointment. In appropriate circumstances, a referral to non-profit service provider(s) may be suggested to further address the CIEBD's need. Financial content is also available on the Program's web or mobile portals.

c. **Child Care Resource and Referral Services** – Each CIEBD is entitled to unlimited access to referral services, mapping and reference library materials including telephonic consultation to assess need, financial ability, geographic limitations, facility/provider credentials and licensure and unlimited access to information materials offered through CuraLinc. It is understood that the selection of a facility/provider is the responsibility of the CIEBD. The delivery of the aforementioned materials is to be provided to CIEBD by CuraLinc and/or available through the Program's web or mobile portals.

d. **Elder Care Resource and Referral Services** – Each CIEBD is entitled to unlimited access to referral services, mapping and reference library materials including telephonic consultation to assess need, financial ability, geographic limitations, facility/provider credentials and licensure and unlimited access to information materials offered through CuraLinc. It is understood that the selection of a facility/provider is the responsibility of the CIEBD. The delivery of the aforementioned materials is to be provided to CIEBD by CuraLinc and/or available through the Program's web or mobile portals.

e. **Convenience Resource and Referral Services** – Each CIEBD is entitled to unlimited telephone consultation on enhanced services/convenience services that include, but are not limited to, diet and nutrition, smoking cessation, clubs/associations, kennels/pet care, relocation services, home repair, automobile services, etc. Costs associated with membership and retention of services will be the sole responsibility of the CIEBD.

9. Training and Critical Incident Stress Management Services as described below:

a. **Training** – CuraLinc provides a comprehensive array of customized workshops and personal development modules designed to make employees more effective and to amplify the

availability of the Program. CuraLinc will provide onsite or virtual Topical or Benefit Training sessions to CEs, selected from the most current version of CuraLinc's training catalog.

- b. **Critical Incident Stress Management** – Incidents such as workplace violence, robbery, a natural disaster, suicide or a workplace accident can leave employees shocked, distracted and unable to perform their job effectively. Even non-violent acts, such as the natural death of an employee, spouse or child, can be temporarily debilitating. CISM services are offered to CEs following these traumatic events.
 - i. **Level I (Referral):** CuraLinc will provide unlimited telephonic consultation to Company and to CEs, as well as distribution of educational materials and program flyers for all impacted CEs. CEs (and, if applicable, family members) have around-the-clock access to the Program for in-the-moment support, if necessary. ***Level I responses, which do not include onsite resources, are included on an unlimited basis at no additional cost.***
 - ii. **Level II (Onsite Response):** CuraLinc will provide all services included in a Level I response, plus the coordination and delivery of onsite CISM services in the workplace. The purpose of onsite CISM services is to provide impacted CEs (and, if applicable, family members) with an opportunity to discuss their reactions to the event, to provide education and coping skills for managing reactions, and to assist CIEBDs who need additional services with linkage to the most appropriate resources, including the EAP. Onsite Critical Incident Stress Management may be delivered individually or in a group setting. CuraLinc will provide consultation regarding the most clinically appropriate timing, location and modality of services, based on the nature of the event. A written response plan, which outlines the goals and objectives for the response, as well as the plan for follow-up, is provided for all Level II Onsite Response services.
 - c. CuraLinc will provide Company with a bank of ***one (1) hour*** of Topical or Benefit Training, or Level II CISM services, per calendar year at no additional cost. ***At additional cost to Company and only at Company's request***, additional in-person Topical or Benefit Training, or Level II CISM services, are available for \$195.00 per hour.
 - i. Additional fees may apply if a Topical or Benefit Training session is not scheduled with CuraLinc at least 45 days before the event.
 - ii. Company will be responsible for the Allocation Value or cost of a Topical or Benefit Training session, or a Level II CISM response, if a notice to cancel is not provided to CuraLinc within 48 hours of the event.
 - iii. If the number of CEs covered by the Program changes by twenty percent (20%) or more from the Employee Count referenced in Appendix A, CuraLinc reserves the right to adjust the aforementioned bank of hours with thirty (30) days' notice to Company.
10. ***At additional cost to Company and only at Company's request***, any additional onsite services will be provided for \$195.00 per hour.

IV. WARRANTIES AND REPRESENTATIONS

CuraLinc represents and warrants that: (i) CuraLinc is and will remain a company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) those providing Covered Services on CuraLinc's behalf (including, but not limited to, employees and permitted subcontractors) shall have the proper skill, training and experience to provide Covered Services, and must be subject to binding written confidentiality agreements with CuraLinc under which they shall hold Company's confidential information and CIEBD's Personal Health Information (PHI) in strict confidence; and (iii) CuraLinc will perform all Covered Services with requisite care, skill and diligence, in accordance with all applicable laws, rules, regulations, orders and industry best standards. These warranties are in lieu of all other warranties, including all warranties or merchantability, fitness for particular purpose or other warranties, express or implied.

V. INDEMNIFICATION

To the greatest extent allowed by the laws of the State of Oklahoma, each party shall defend, indemnify and hold the other party harmless from and against any loss or damage (including reasonable attorneys' fees) to the extent incurred in connection with any actions or claims made or brought by a third party against the indemnified party alleging: (i) negligence, recklessness or willful misconduct on the part of the indemnifying party; (ii) the failure of the indemnifying party to comply with applicable laws, rules or regulations; or (iii) any breach of this Agreement by the indemnifying party.

The indemnified party shall give prompt written notice of any such claim to the indemnifying party, give the indemnifying party the opportunity to solely control, defend and resolve such claim and provide reasonable information and assistance to the defense and resolution such claim. This section shall survive any expiration or termination of this Agreement.

VI. PAYMENT

In Consideration for the above-mentioned services, Company agrees to pay CuraLinc a sum of **one dollar and one cent (\$1.01)** per Covered Employee per month. The initial payment will be based on the Employee Count referenced in Appendix A. For subsequent payments, Company will provide CuraLinc with an updated Employee Count on a quarterly basis.

If, at any time, the number of Covered Employees eligible for the Program varies from the Employee Count referenced in Appendix A by twenty percent (20%) or more, CuraLinc reserves the right to adjust the aforementioned price for the Program with thirty (30) days' notice to Company. Notwithstanding the foregoing, ***the aforementioned price(s) will be guaranteed to the Company until June 30, 2027.***

The Program will be invoiced on a quarterly basis, thirty (30) days in advance of the first day of the quarter. The fee for the Program shall be calculated based upon the number of Covered Employees designated as eligible as of the start of each period. Payment is due by the first day of the billing period. A finance charge of 2.0%, or the maximum amount permitted by law, of unpaid invoices will be assessed each month for any amounts that are not the subject of a good faith dispute and are unpaid past the due date. If this Agreement terminates for any reason prior to the expiration of a period for which Company has paid the aforementioned fees, then CuraLinc shall refund to Company that portion of the fees that relate to the unexpired portion of the period.

VII. ADDITIONAL TERMS AND CONDITIONS

1. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, oral or written, with respect to the subject matter of this Agreement. No change, modification, addition or amendment of this Agreement shall be enforceable unless in writing and signed by the party against whom enforcement is sought.
2. **Severability.** To the extent that any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.
3. **Headings.** The headings and captions of this Agreement have been included solely for convenience of reference and shall in no way define, limit or describe any of the provisions of this Agreement.
4. **Intellectual Property.** The Covered Services and all other materials provided by CuraLinc hereunder, including, but not limited to, all manuals, reports, records, programs, data and other materials, and all intellectual property rights in each of the foregoing, are the exclusive property of CuraLinc and its suppliers. The trademarks, service marks, logos and product and service names of CuraLinc are trademarks of CuraLinc (the “CuraLinc Marks”). Company agrees not to display or use the CuraLinc Marks in any manner inconsistent with the purpose and intent of this Agreement.
5. **Eligibility.** Company agrees that it will not knowingly permit any ineligible party to use the Covered Services, other than users authorized by CuraLinc.
6. **Jurisdiction and Choice of Law.** This Agreement shall be deemed to have been made in and shall be construed pursuant to the laws of the State of Oklahoma without regard to conflicts of laws provisions thereof.
7. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, or prevent such party thereafter from enforcing such provision or any other provision of this Agreement.
8. **Attorneys’ Fees.** If any legal action, arbitration, or any other proceeding is brought for the interpretation or enforcement of this Agreement because of any alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the prevailing party shall be entitled to recover from the other party the prevailing party’s reasonable attorneys’ and accounting fees and costs incurred in such proceeding, together with any other relief to which the prevailing party may be entitled.
9. **Notice.** Proper notice to each party as often required by this Agreement means delivery by U.S. mail or by facsimile. Delivery is considered to be made on the date that such correspondence is placed in the postbox and addressed to the party on the address set forth on the first page of this Agreement in the case of U.S. Mail, or as of the date of transmission in the case of facsimile.
10. **No Presumption Against Drafting Party.** This Agreement shall not be construed or interpreted for or against either Party because said Party drafted any of its provisions.

11. **Assignability.** This Agreement may be assigned by CuraLinc with written notice to and approval by Company, which consent will not be unreasonably withheld, but in no case shall assignment change the terms of the Agreement. Notwithstanding the foregoing, CuraLinc may assign or transfer any of its rights or delegate any of its duties under this Agreement to any affiliated company, including any parent, subsidiary or company under common ownership, or if it carried out as part of a merger, restructuring, reorganization, or sale or transfer of all or substantially all of CuraLinc's assets. The Agreement shall be binding upon the Company's heirs, successors and assigns.

12. **Confidentiality of Terms.** To the greatest extent allowed by law, the Company shall endeavor not to disclose the contents of this Agreement, nor file it with any court, absent express written consent of CuraLinc. However, CuraLinc recognizes the Company is subject to the Oklahoma Open Records Act and this Agreement may be disclosed in a proper record request by a member of the public or as otherwise required by law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement between Company and CuraLinc on the day and year first above written.

Stillwater Public Schools

CuraLinc, LLC (d.b.a. CuraLinc Healthcare)

By: _____

By:  _____

Sean Fogarty

Its: President of the Board of Education

Its: President and Chief Executive Officer

Date

May 20, 2024
Date

APPENDIX A
COVERED EMPLOYEE HEADCOUNT

As of the Effective Date, the number of Covered Employees eligible for the Program (the “Employee Count”) is as follows:

United States: 912

Stillwater School District 16

PO Board Report Over Threshold

Fiscal Year: 2023-2024

From Date: 6/12/2024 12:00:00 AM To Date: 6/20/2024 12:00:00 AM Threshold 1

PO Number	Vendor	Description	For	Amount
20240258	WCA WASTE SYSTEMS, INC	CHANGE ORDER JUNE 20, 2024 - INCREASE FUNDS BY \$9800.00	31 - BOND FUND	19,766.31
20240366	ARH THERAPY, INC.	CHANGE ORDER INCREASE FUNDS BY \$12,000.00	GF-11	56,340.00
20240543	GPIF BROWN PALACE MEZZ BORROWER LLC	CHANGE ORDER JUNE 20, 2024 - INCREASE FUNDS BY \$750.00 PARKING FEES	11-GENERAL	7,250.00
20241058	HAMMOND FIRE SYSTEMS, LLC	CHANGE ORDER JUNE 20, 2024 -INCREASE FUNDS BY \$3500.00 FIRE SYSTEM REPAIRS	31-BOND	14,770.00
20241271	CDW GOVERNMENT	WIRELESS ACCESS POINT	31-BOND	702.15
20241272	POETIC CASES INC	TABLET CASES	31-BOND	862.00
20241273	WYCHE MURPHY AGENCY, INC.	NOTARY BONDS	11-GENERAL	390.00
20241274	SWANSON, TRENT J	CONFERENCE PER DIEM	11-GENERAL	150.00
20241275	MOORE, ASHLEY K	MILEAGE- PER DIEM	11-GENERAL	315.00
20241276	FRISBY, KIRA	MILEAGE - PER DIEM	11-GENERAL	315.00
20241277	KIFER, MELISA D	MILEAGE	11-GENERAL	315.00
20241278	HULA, AUSTIN L	MILEAGE	11-GENERAL	315.00
20241279	HOWELL, WALTER R	MILEAGE	11-GENERAL	315.00
20241280	CAWOOD, JOY L	MILEAGE	11-GENERAL	315.00
20241281	HARRIS, EMILY A	MILEAGE	11-GENERAL	315.00
20241282	FIX, DIANE L	MILEAGE	11-GENERAL	315.00
20241283	BLOOMER, BRYAN H	MILEAGE	11-GENERAL	315.00
20241284	SMALL, ARRYN K	MILEAGE	11-GENERAL	315.00
20241285	NELSON, DARREN	MILEAGE	11-GENERAL	315.00
20241286	MCBEE, ELIZABETH A	MILEAGE	11-GENERAL	315.00
20241287	DC PRO LVA	STADIUM AUDIO FIX - INSURANCE	21-BUILDING FUND	43,365.61
20241288	MONOPRICE, INC.	FIELD HOUSE WATER DAMAGE REPAIR	21-BUILDING	135.85
20241289	KATHERYNE B. PAYNE EDUCATION CENTER	SUMMER SCHOOL	11-GENERAL	1,750.00

Stillwater School District 16

PO Board Report Over Threshold

Fiscal Year: 2023-2024

From Date: 6/12/2024 12:00:00 AM **To Date:** 6/20/2024 12:00:00 AM **Threshold** 1

PO Number	Vendor	Description	For	Amount
20241290	GRIMSLEY'S INC.	FLOOR STRIPPING SUPPLIES	11-GENERAL	314.60
20241291	GRIMSLEY'S INC.	FLOOR STRIPPING SUPPLIES	11-GENERAL	3,440.57
20241292	STILLWATER WINNELSON CO.	WATER HEATER	31-BOND	6,208.73
20241293	ACORN ENGINEERING COMPANY	SINK FOR SKYLINE	31-BOND	1,668.00
20241294	DAVE KINNAMON	BUS A/C REPAIR	11-GENERAL	500.00
20241295	BRADEN COOPER	OES CONCRETE	31-BOND	6,850.00
20241296	GREEN ACRE SOD FARMS	SOD	11-GENERAL	250.00
20241297	GRIMSLEY'S INC.	GLOVES	11-GENERAL	9,564.20
20241298	LEE GLASS & WINDOW, LLC	DOOR REPLACEMENT	31-BOND	1,351.22
			Total POs:	32
			Total Amount	179,409.24

End of Report



STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 20, 2024

AGENDA ITEM: 4A

Consider and Vote to Award Bids for the Stillwater Public Schools Bond 2023 High School Phase I Construction Amendment II Bid Package

<u>Description</u>	<u>Actual Bid</u>	<u>Bidder</u>
Earthwork	\$1,048,250.00	MK Excavation, LLC
Site Utilities	\$1,373,000.00	D. Owen Construction, LLC
Paving & Walks	\$4,368,300.00	Turning Point Industries, Inc
Concrete	\$3,708,500.00	Concrete Enterprises, Inc
Precast Concrete	\$2,588,211.00	Coreslab Structures (Okla) Inc
Masonry	\$841,380.00	Sun Valley Masonry, Inc
Structural Steel (Mat'l & Erect)	\$3,782,800.00	Bennett Steel, Inc
Rough Carpentry	\$173,200.00	Red Mountain Company
Millwork	\$1,147,232.25	Wood Systems, Inc
Waterproofing & Sealants	\$259,472.00	GDA Contractors
Roofing	\$1,776,000.00	JR & Co., Inc
Metal Panels	\$1,855,657.00	Artform LLC
Doors, Frames, Hardware	\$439,800.00	Piper Weatherford of Oklahoma LLC
Overhead Doors & Grilles	\$120,617.00	DH Pace Company, Inc
Glass & Glazing	\$2,390,800.00	Lee Glass & Window, LLC
Drywall & Ceillings	\$3,742,695.00	Wiljo Interiors, Inc
Painting & Wallcoverings	\$650,000.00	Advanced Commercial Painting, LLC
Flooring	\$1,185,764.00	Carroll's Commercial Floors, Inc
Polished Concrete	\$301,985.00	KCI Concrete Color Systems, LLC
Athletic Flooring	\$111,564.23	Vector Concepts, Inc
Specialties	\$508,647.00	Various
Signage	\$327,752.00	J&B Graphics, Inc
Window Treatments	\$54,980.00	Russell Interiors, Inc
Food Service Equipment	\$1,357,000.00	Amundsen Commercial Kitchens, Inc
Gymnasium Equipment	\$98,583.25	School & Office Products of Arkansas, Inc
Telescoping Bleachers	\$63,536.00	Performance Surfaces, LLC
Greenhouses	\$148,737.00	American Plant Products & Services, Inc
Elevators	\$156,224.00	Otis Elevator Company
Fire Suppression	\$539,815.00	Kanske Fire Systems, LLC
Plumbing	\$2,089,536.00	Air Technologies
HVAC	\$4,321,850.00	DeHart Air Conditioning & Electronics, Inc
Electrical	\$5,789,700.00	Colburn Electric, LLC
Telecommunications/Low Voltage	\$311,828.00	Adept Patriot Services, LLC
Security	\$150,000.00	Allowance
Fire Alarm	\$99,641.00	VSC Fire & Security, Inc

<u>Description</u>	<u>Actual Bid</u>	<u>Bidder</u>
Metal Railings	\$450,000.00	Allowance
Fencing & Gates	\$49,000.00	Superior Fence Construction, Inc
Landscaping & Irrigation	\$1,646,134.00	Grooms Irrigation
Spray Fireproofing	\$12,500.00	True Fireproofing Company
Translucent Polycarbonate Panels	\$421,866.54	Duo-Gard Industries, Inc
Lab Equipment	\$100,000.00	Allowance
Media Equipment	\$123,602.04	VOX Audio Visual

BOARD ACTION REQUESTED:

Motion to Accept and Award Bids for the Stillwater Public Schools Bond 2023 High School Phase I Construction Amendment II Bid Package

BACKGROUND INFORMATION:

Bids for Stillwater Public Schools SPS Bond 2023 High School Phase I Construction Amendment II Bid Package were opened on May 29, 2024 at 2:00 p.m. The construction manager (Willowbrook) has examined all low bids, verified accuracy, and the bidders' ability to perform. They are now requesting approval of the lowest and best bids as listed above.

Stillwater Public School
New High School Phase 1

Bid Recommendation (Base Bid + Alternate 1, 2, 3, 4)

Sealed Bids were opened and read aloud in accordance with the advertisement for bids on May 29, 2024 for the following bid packages:

BIDDER	BASE BID	ALT 1: Add'l Two Classrooms	ALT 2: West Parking Lot	ALT 3: Nurse Waiting Door 1040 Fire Rated Assembly	ALT 4: Interior and Exterior Signage	TOTAL
4 EARTHWORK						
North Central Construction	\$ 774,033.00	\$ 60,220.00	\$ 35,295.00			\$ 869,548.00
MK Excavation, LLC	\$ 1,028,250.00		\$ 20,000.00			\$ 1,048,250.00
Future, Inc.	\$ 1,025,046.33	\$ 91,081.77	\$ 56,159.29			\$ 1,172,287.39
D-Kerns Construction, Inc.	\$ 1,925,000.00		\$ (75,000.00)			\$ 1,850,000.00
Nabholz Construction Services	\$ 2,096,000.00		\$ 146,000.00			\$ 2,242,000.00
Nabholz Construction Services (Combo 4 + 5)	\$ 3,875,000.00		\$ 197,000.00			\$ 4,072,000.00

RECOMMENDATION: The apparent low bidder has a history of being unqualified to provide satisfactory work; these past performance issues have been documented by the construction manager. Therefore, we recommend awarding the Base Bid plus Alternate 2 to the second low responsible bidder, MK Excavation, LLC, for a total amount of \$1,048,250.00.

5 SITE UTILITIES - Private						
Grooms & Pollard Utility Services, LLC	\$ 1,357,591.00					\$ 1,357,591.00
D. Owen Construction, LLC	\$ 1,325,000.00		\$ 48,000.00			\$ 1,373,000.00
Patriot Construction Services, Inc.	\$ 1,390,000.00		\$ 35,000.00			\$ 1,425,000.00
D-Kerns Construction, Inc.	\$ 1,430,000.00					\$ 1,430,000.00
MK Excavation, LLC	\$ 1,510,500.00					\$ 1,510,500.00
Nabholz Construction Services	\$ 1,873,000.00		\$ 51,000.00			\$ 1,924,000.00
Nabholz Construction Services (Combo 4 + 5)	\$ 3,875,000.00		\$ 197,000.00			\$ 4,072,000.00

RECOMMENDATION: Award the Base Bid plus Alternate 2, to the low responsible bidder, D. Owen Construction, LLC for a total amount of \$1,373,000.00.

Stillwater Public School
New High School Phase 1

BIDDER	BASE BID	ALT 1: Add'l Two Classrooms	ALT 2: West Parking Lot	ALT 3: Nurse Waiting Door 1040 Fire Rated Assembly	ALT 4: Interior and Exterior Signage	TOTAL
6 PAVING & WALKS						
Turning Point Industries, Inc.	\$ 3,582,400.00		\$ 785,900.00			\$ 4,368,300.00
Rudy Construction Co.	\$ 3,747,472.34		\$ 713,395.18			\$ 4,460,867.52
Bishop Construction, LLC	\$ 3,893,000.00		\$ 880,400.00			\$ 4,773,400.00
RECOMMENDATION: Award the Base Bid plus Alternate 2, to the low responsible bidder, Turning Point Industries, Inc., for a total amount of \$4,368,300.00.						
7 CONCRETE						
Concrete Enterprises Inc	\$ 3,683,000.00	\$ 25,500.00				\$ 3,708,500.00
Lithko Contracting, LLC	\$ 3,860,000.00	\$ 20,250.00				\$ 3,880,250.00
Contech, Inc.	\$ 4,300,000.00	\$ 30,000.00				\$ 4,330,000.00
Oakridge Builders, a division of Flintco, LLC	\$ 4,599,000.00	\$ 36,000.00				\$ 4,635,000.00
D-Kerns Construction, Inc.	\$ 4,900,000.00	\$ 129,000.00				\$ 5,029,000.00
RECOMMENDATION: Award the Base Bid plus Alternate 1 and all Unit Prices, to the low responsible bidder, Concrete Enterprises, Inc., for a total amount of \$3,708,500.00.						
8 PRECAST CONCRETE						
Coreslab Structures (Okla) Inc.	\$ 2,588,211.00					\$ 2,588,211.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, Coreslab Structures (Okla) Inc., for a total amount of \$2,588,211.00.						

Stillwater Public School
New High School Phase 1

BIDDER	BASE BID	ALT 1: Add'l Two Classrooms	ALT 2: West Parking Lot	ALT 3: Nurse Waiting Door 1040 Fire Rated Assembly	ALT 4: Interior and Exterior Signage	TOTAL
9 MASONRY						
C&N Masonry, Inc.	\$ 814,200.00					\$ 814,200.00
Sun Valley Masonry, Inc.	\$ 800,000.00	\$ 41,380.00				\$ 841,380.00
Forza Construction Services, LLC	\$ 869,770.00	\$ 40,530.00				\$ 910,300.00
JII Lonestar Industries, LLC	\$ 958,000.00	\$ 45,000.00				\$ 1,003,000.00
CIA Masonry LLC	\$ 1,450,000.00	\$ 70,750.00				\$ 1,520,750.00
RECOMMENDATION: Award the Base Bid plus Alternate 1, to the low responsible bidder, Sun Valley Masonry, Inc., for a total amount of \$841,380.00.						
10 STRUCTURAL STEEL (Mat'l & Erect)						
Advantage TerraFab, LLC	\$ 3,491,000.00					\$ 3,491,000.00
Bennett Steel Inc	\$ 3,730,800.00	\$ 52,000.00				\$ 3,782,800.00
RECOMMENDATION: Based off the qualifications outlined in the bidding documents, the low bidder is not a responsible bid. Therefore, we recommend awarding the Base Bid plus Alternate 1 to the second low responsible bidder, Bennett Steel, Inc., for a total amount of \$3,782,800.00.						
11 ROUGH CARPENTRY						
Red Mountain Company	\$ 172,000.00	\$ 1,200.00				\$ 173,200.00
Willowbrook	\$ 232,000.00	\$ 4,100.00				\$ 236,100.00
RECOMMENDATION: Award the Base Bid plus Alternate 1, to the low responsible bidder, Red Mountain Company, for a total amount of \$173,200.00.						
12 MILLWORK						
Wood Systems Inc	\$ 1,144,996.00	\$ 2,236.25				\$ 1,147,232.25
RECOMMENDATION: Award the Base Bid plus Alternate 1, to the low responsible bidder, Wood Systems, Inc., for a total amount of \$1,147,232.25						

Stillwater Public School
New High School Phase 1

BIDDER	BASE BID	ALT 1: Add'l Two Classrooms	ALT 2: West Parking Lot	ALT 3: Nurse Waiting Door 1040 Fire Rated Assembly	ALT 4: Interior and Exterior Signage	TOTAL
13 WATERPROOFING & SEALANTS						
GDA Contractors	\$ 259,472.00					\$ 259,472.00
Oklahoma Roofing & Sheet Metal, LLC	\$ 283,308.00					\$ 283,308.00
Monterey Contractors, LLC	\$ 457,600.00					\$ 457,600.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, GDA Contractors, for a total amount of \$259,472.00.						
14 ROOFING						
JR & Co., Inc.	\$ 1,776,000.00					\$ 1,776,000.00
Oklahoma Roofing & Sheet Metal LLC	\$ 1,872,086.00					\$ 1,872,086.00
American Roofing & Construction, LLC	\$ 1,952,700.00					\$ 1,952,700.00
Coontz Roofing, Inc.	\$ 2,125,000.00	\$ 33,000.00				\$ 2,158,000.00
Sooner Recon, LLC	\$ 2,213,000.00	\$ 21,500.00				\$ 2,234,500.00
Universal Roofing & Sheet Metal Inc	\$ 2,717,964.00	\$ 29,000.00				\$ 2,746,964.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, JR & Co., Inc., for a total amount of \$1,776,000.00.						
15 METAL PANELS						
Artform LLC	\$ 1,855,657.00					\$ 1,855,657.00
Vanguard Builders Inc	\$ 1,918,950.00					\$ 1,918,950.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, Artform, LLC, for a total amount of \$1,855,657.00.						
Sealed Bids were opened and read aloud in accordance with the advertisement for bids on June 4, 2024 for Bid Package 16 Doors, Frames & Hardware:						

Stillwater Public School
New High School Phase 1

BIDDER	BASE BID	ALT 1: Add'l Two Classrooms	ALT 2: West Parking Lot	ALT 3: Nurse Waiting Door 1040 Fire Rated Assembly	ALT 4: Interior and Exterior Signage	TOTAL
16 DOORS, FRAMES, & HARDWARE						
Piper Weatherford of Oklahoma, LLC	\$ 439,800.00					\$ 439,800.00
Builders Supply, Inc	\$ 443,895.00	\$ 3,575.00				\$ 447,470.00
Tex-Oma Builders Supply Co	\$ 446,469.00	\$ 5,351.00				\$ 451,820.00
CBS Door and Hardware, LLC	\$ 475,500.00	\$ 9,840.00				\$ 485,340.00
Unified Door & Hardware Group, LLC	\$ 543,000.00	\$ 3,900.00				\$ 546,900.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, Piper Weatherford of Oklahoma, LLC, for a total amount of \$439,800.00.						
17 OVERHEAD DOORS & GRILLES						
DH Pace Company, Inc.	\$ 120,617.00					\$ 120,617.00
Burgess Building Co., LLC	\$ 157,425.00					\$ 157,425.00
First Response Garage Door	\$ 168,988.60					\$ 168,988.60
RECOMMENDATION: Award the Base Bid to the low responsible bidder, DH Pace Company, Inc., for a total amount of \$120,617.00.						
18 GLASS & GLAZING						
Lee Glass & Window, LLC	\$ 2,370,000.00	\$ (34,200.00)		\$ 55,000.00		\$ 2,390,800.00
Coulter & Company	\$ 2,773,295.00	\$ (30,500.00)		\$ 62,600.00		\$ 2,805,395.00
Avenue C Glass, LLC	\$ 2,975,000.00	\$ 25,000.00		NA		\$ 3,000,000.00
Apax Glass, Inc.	\$ 3,055,250.00					\$ 3,055,250.00
Downtown Glass, Inc.	\$ 3,400,283.00	\$ (57,654.00)		\$ 20,107.00		\$ 3,362,736.00
RECOMMENDATION: Award the Base Bid plus Alternate 1 & 3, to the low responsible bidder, Lee Glass & Window, LLC, for a total amount of \$2,390,800.00.						

Stillwater Public School
New High School Phase 1

BIDDER	BASE BID	ALT 1: Add'l Two Classrooms	ALT 2: West Parking Lot	ALT 3: Nurse Waiting Door 1040 Fire Rated Assembly	ALT 4: Interior and Exterior Signage	TOTAL
19 DRYWALL & CEILINGS						
Wijjo Interiors Inc	\$ 3,704,755.00	\$ 37,940.00				\$ 3,742,695.00
Midwest Drywall Co Inc	\$ 4,126,000.00	\$ 55,000.00				\$ 4,181,000.00
Higgins Group, Inc.	\$ 4,555,000.00	\$ 64,700.00				\$ 4,619,700.00
RECOMMENDATION: Award the Base Bid plus Alternate 1, to the low responsible bidder, Wijjo Interiors, Inc., for a total amount of \$3,742,695.00.						
20 PAINTING & WALLCOVERINGS						
Vega's Drywall and Painting, LLC	\$ 448,960.00	\$ 2,300.00				\$ 451,260.00
Advanced Commercial Painting, LLC	\$ 645,500.00	\$ 4,500.00				\$ 650,000.00
O Construction	\$ 760,000.00	\$ 8,000.00				\$ 768,000.00
ALPR Construction, LLC	\$ 775,000.00	\$ 6,600.00				\$ 781,600.00
Cherokee Painting	\$ 780,900.00	\$ 4,100.00				\$ 785,000.00
GE Construction, LLC	\$ 876,000.00	\$ 26,000.00				\$ 902,000.00
Talon Commercial Services, LLC	\$ 912,410.00					\$ 912,410.00
RECOMMENDATION: The apparent low bidder admitted an error in their bid and requested their bid be set aside. Therefore we recommend award the Base Bid plus Alternate 1 to the second low responsible bidder Advanced Commercial Painting, LLC for a total amount of \$650,000.00.						
21 FLOORING						
Carroll's Commercial Floors, Inc.	\$ 1,170,348.00	\$ 15,416.00				\$ 1,185,764.00
Bryan's Flooring, LLC	\$ 1,249,151.00	\$ 9,700.00				\$ 1,258,851.00
RECOMMENDATION: Award the Base Bid plus Alternate 1, to the low responsible bidder, Carroll's Commercial Floors, Inc., for a total amount of \$1,185,764.00.						

Stillwater Public School
New High School Phase 1

BIDDER	BASE BID	ALT 1: Add'l Two Classrooms	ALT 2: West Parking Lot	ALT 3: Nurse Waiting Door 1040 Fire Rated Assembly	ALT 4: Interior and Exterior Signage	TOTAL
22 POLISHED CONCRETE						
Mid-America Concrete Surfacing	\$ 144,200.00					\$ 144,200.00
KCI Concrete Color Systems, LLC	\$ 301,985.00					\$ 301,985.00
Carrolls Commercial Floors, Inc.	\$ 334,049.00					\$ 334,049.00
Bryan's Flooring, LLC	\$ 404,977.00					\$ 404,977.00
RECOMMENDATION: The apparent low bidder did not provide a complete scope of work, and is considered non-responsive. Recommend awarding the Base Bid to KCI Concrete Color Systems, LLC for a total amount of \$301,985.00.						
23 ATHLETIC FLOORING						
Design Tech Floors	\$ 91,800.00					\$ 91,800.00
Vector Concepts Inc	\$ 111,564.23					\$ 111,564.23
Performance Surfaces LLC	\$ 128,424.00					\$ 128,424.00
Dynamics Sports Construction, Inc.	\$ 149,497.00					\$ 149,497.00
RECOMMENDATION: The apparent low bidder did not provide a complete scope of work or provide a 5% bid guarantee, therefore considered non-responsive. Recommend awarding the Base Bid to the low responsible bidder, Vector Concepts, Inc. for a total amount of \$111,564.23.						
24 SPECIALTIES						
See back page						
25 SIGNAGE						
Omega Laser Design Inc					\$ 170,000.00	\$ 170,000.00
J&B Graphics Inc					\$ 327,752.00	\$ 327,752.00
RECOMMENDATION: Reject all bids. Revise construction documents and rebid.						

Stillwater Public School
New High School Phase 1

BIDDER	BASE BID	ALT 1: Add'l Two Classrooms	ALT 2: West Parking Lot	ALT 3: Nurse Waiting Door 1040 Fire Rated Assembly	ALT 4: Interior and Exterior Signage	TOTAL
26 WINDOW TREATMENTS						
Russell Interiors Inc	\$ 53,990.00	\$ 990.00				\$ 54,980.00
RECOMMENDATION: Award the Base Bid plus Alternate 1, to the low responsible bidder, Russell Interiors, Inc., for a total amount of \$54,980.00.						
27 FOOD SERVICE EQUIPMENT						
Amundsen Commercial Kitchens, Inc.	\$ 1,357,000.00					\$ 1,357,000.00
Oswalt Restaurant Supply	\$ 1,431,909.00					\$ 1,431,909.00
Stafford-Smith, Inc.	\$ 1,727,151.00					\$ 1,727,151.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, Amundsen Commercial Kitchens, Inc., for a total amount of \$1,357,000.00.						
28 GYMNASIUM EQUIPMENT						
School & Office Products of Arkansas, Inc.	\$ 98,583.25					\$ 98,583.25
Sportscon LLC	\$ 120,566.00					\$ 120,566.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, School & Office Products of Arkansas, Inc., for a total amount of \$98,583.25.						
29 TELESCOPING BLEACHERS						
Performance Surfaces LLC	\$ 63,536.00					\$ 63,536.00
School & Office Products of Arkansas, Inc.	\$ 75,417.01					\$ 75,417.01
Heartland Seating Inc	\$ 75,924.00					\$ 75,924.00
Hanson Sports LLC	\$ 97,892.00					\$ 97,892.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, Performance Surfaces, LLC, for a total amount of \$63,536.00.						

Stillwater Public School
New High School Phase 1

BIDDER	BASE BID	ALT 1: Add'l Two Classrooms	ALT 2: West Parking Lot	ALT 3: Nurse Waiting Door 1040 Fire Rated Assembly	ALT 4: Interior and Exterior Signage	TOTAL
30 GREENHOUSE						
Stuppy Inc	\$ 95,000.00					\$ 95,000.00
American Plant Products & Services, Inc.	\$ 148,737.00					\$ 148,737.00
RECOMMENDATION: The apparent low bidder did not provide a complete scope of work, and is considered non-responsive. Recommend awarding the Base Bid to American Plant Products & Services, Inc., for a total amount of \$148,737.00						
31 ELEVATORS						
TK Elevator	\$ 96,000.00					\$ 96,000.00
Schindler Elevator Corporation	\$ 107,925.00					\$ 107,925.00
Otis Elevator Company	\$ 156,224.00					\$ 156,224.00
KONE Inc	\$ 199,881.00					\$ 199,881.00
RECOMMENDATION: The apparent low bidder did not provide a complete scope of work, therefore considered non-responsive. The second apparent low bidder was not an approved manufacturer, therefore considered non-responsive. Recommend awarding the Base Bid to the third low responsible bidder, Otis Elevator Company, for a total amount of \$156,224.00.						
32 FIRE SUPPRESSION						
Kanske Fire Systems, LLC	\$ 537,600.00	\$ 2,400.00		\$ (185.00)		\$ 539,815.00
VSC Fire & Security, Inc.	\$ 551,998.00	\$ 5,469.00		\$ (5,200.00)		\$ 552,267.00
T & T Industrial, Inc.	\$ 600,210.00					\$ 600,210.00
Frazier Fire LLC	\$ 907,000.00	\$ 30,000.00				\$ 937,000.00
Gen II Fire Protection	\$ 1,781,692.00					\$ 1,781,692.00
RECOMMENDATION: Award the Base Bid plus Alternate 1 to the low responsible bidder, Kanske Fire Systems, LLC, for a total amount of \$539,815.00.						

Stillwater Public School
New High School Phase 1

BIDDER	BASE BID	ALT 1: Add'l Two Classrooms	ALT 2: West Parking Lot	ALT 3: Nurse Waiting Door 1040 Fire Rated Assembly	ALT 4: Interior and Exterior Signage	TOTAL
33 PLUMBING						
Air Technologies	\$ 2,089,536.00					\$ 2,089,536.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, Air Technologies, for a total amount of \$2,089,536.00.						
34 HVAC						
DeHart Air Conditioning & Electronics, Inc	\$ 4,249,800.00	\$ 72,050.00				\$ 4,321,850.00
Vision Air Services, LLC	\$ 4,492,782.00	\$ 36,000.00				\$ 4,528,782.00
RECOMMENDATION: Award the Base Bid plus Alternate 1 to the low responsible bidder, DeHart Air Conditioning & Electronics, Inc., for a total amount of \$4,321,850.00.						
35 ELECTRICAL						
Colburn Electric LLC	\$ 5,724,000.00	\$ 17,500.00	\$ 48,200.00			\$ 5,789,700.00
KB Electric, LLC	\$ 5,990,000.00	\$ 45,000.00	\$ 50,000.00			\$ 6,085,000.00
Bright Electric	\$ 7,600,000.00	\$ 10,500.00	\$ 160,000.00		\$ 85,000.00	\$ 7,855,500.00
RECOMMENDATION: Award the Base Bid plus Alternate 1 & 2 to the low responsible bidder, Colburn Electric, LLC, for a total amount of \$5,789,700.00.						
36 TELECOMMUNICATIONS/LOW VOLTAGE						
Adept Patriot Services, LLC	\$ 308,928.00	\$ 2,900.00				\$ 311,828.00
Lighthouse Electric LLC	\$ 466,800.00	\$ 8,000.00				\$ 474,800.00
RFIP	\$ 504,445.00	\$ 9,692.00				\$ 514,137.00
RECOMMENDATION: Award the Base Bid plus Alternate 1 to the low responsible bidder, Adept Patriot Services, LLC, for a total amount of \$311,828.00.						

Stillwater Public School
New High School Phase 1

BIDDER	BASE BID	ALT 1: Add'l Two Classrooms	ALT 2: West Parking Lot	ALT 3: Nurse Waiting Door 1040 Fire Rated Assembly	ALT 4: Interior and Exterior Signage	TOTAL
37 SECURITY						
No bids received						
RECOMMENDATION: No bids were received for this package. Recommend carrying an allowance and rebidding.						
38 FIRE ALARM						
VSC Fire & Security, Inc.	\$ 99,016.00	\$ 625.00				\$ 99,641.00
Stryker Integrated Solutions, LLC	\$ 157,570.00	\$ 1,290.00				\$ 158,860.00
JE Systems, Inc.	\$ 160,938.00	-				\$ 160,938.00
Adept Patriot Services, LLC	\$ 233,999.00	\$ 1,200.00				\$ 235,199.00
Lighthouse Electric LLC	\$ 234,728.00	\$ 1,411.00				\$ 236,139.00
Pinnacle Fire & Security, LLC	\$ 256,900.00	\$ 500.00				\$ 257,400.00
RECOMMENDATION: Award the Base Bid plus Alternate 1 to the low responsible bidder, VSC Fire & Security, Inc., for a total amount of \$99,641.00.						
39 METAL RAILINGS						
No bids received						
RECOMMENDATION: No bids were received for this package. Recommend carrying an allowance and rebidding.						
40 FENCING AND GATES						
Superior Fence Construction Inc	\$ 49,000.00					\$ 49,000.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, Superior Fence Construction, Inc., for a total amount of \$49,000.00.						

Stillwater Public School
New High School Phase 1

BIDDER	BASE BID	ALT 1: Add'l Two Classrooms	ALT 2: West Parking Lot	ALT 3: Nurse Waiting Door 1040 Fire Rated Assembly	ALT 4: Interior and Exterior Signage	TOTAL
41 LANDSCAPE & IRRIGATION						
Thrive Landscape & Irrigation	\$ 1,206,667.78		\$ 84,000.00			\$ 1,290,667.78
Grooms Irrigation	\$ 1,520,977.00		\$ 125,157.00			\$ 1,646,134.00
GreenShade Trees LLC	\$ 1,593,090.00		\$ 169,216.00			\$ 1,762,306.00
AAA Landscape Inc	\$ 2,376,912.88		\$ 144,225.16			\$ 2,521,138.04
RECOMMENDATION: The apparent low bidder was unable to provide a 5% bid guarantee, therefore considered non-responsive. Recommend awarding the base Bid plus Alternate 2 to the second low responsible bidder, Grooms Irrigation, for a total amount of \$1,646,134.00.						
42 SPRAY FIREPROOFING						
True Fireproofing Company	\$ 12,500.00					\$ 12,500.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, True Fireproofing Company, for a total amount of \$12,500.00.						
43 TRANSLUCENT POLYCARBONATE PANELS						
Duo-Gard Industries, Inc.	\$ 421,866.54					\$ 421,866.54
RECOMMENDATION: Award the Base Bid to the low responsible bidder, Duo-Gard Industries, Inc., for a total amount of \$421,866.54.						
44 LAB EQUIPMENT						
No bids received						
RECOMMENDATION: No bids were received for this package. Recommend carrying an allowance and rebidding.						
45 MEDIA EQUIPMENT						
VOX Audio Visual	\$ 123,602.04					\$ 123,602.04
RECOMMENDATION: Award the Base Bid to the low responsible bidder, VOX Audio Visual, for a total amount of \$123,602.04.						

Stillwater Public School
New High School Phase 1

24 SPECIALTIES	All Commercial Openings, Inc.	Best Companies	Engineered Industrial Products	Felix Thomson	Specialty Sales Associates Inc	YI Specialties Inc	DH Pace	Oklahoma Specialty Supply, LLC	Burgess Building Co., LLC	Murray Womble, Inc.	Johnson Equipment Company	RJ Kool Company
Ladders					\$ 48,998.00							
Visual Display Surfaces	\$ 80,145.00			\$ 75,854.00		\$ 72,608.00	\$ 196,000.00	\$ 76,875.00		\$ 92,314.00		
Compartments and Cubicles				\$ 10,419.00		\$ 47,255.00		\$ 17,000.00		\$ 13,779.00		
Plastic Toilet Compartments			\$ 49,500.00	\$ 45,225.00			combo	\$ 45,000.00		\$ 58,838.00		
Folding Panel Partitions		\$ 91,603.00							\$ 66,686.00	\$ 75,424.00		
Wall Protection				\$ 9,905.00		\$ 8,529.00		\$ 31,700.00		\$ 17,329.00		
Toilet Accessories			\$ 49,500.00	\$ 57,028.00		\$ 49,984.00		\$ 42,000.00				
Fire Protection Cabinets				\$ 5,773.00				\$ 9,500.00		\$ 16,600.00		
Fire Extinguishers				\$ 5,896.00		\$ 19,826.00	combo	\$ 4,500.00				
Metal Lockers	\$ 143,934.00			\$ 108,889.00				\$ 160,000.00				
Ground-Set Flagpoles				\$ 2,977.00	\$ 13,998.00							
Stationary Loading Dock Equip										\$ 6,850.00		
Appliances												\$ 8,135.00
Retractable Belt Stanchion												
Welding Curtain												
Epoxy Resin Drying Rack												
Interior Safety Bollards												
Recommendation: We recommend awarding the low responsible Base Bid to the highlighted areas pending architectural review and approval of proposed products and quantities specified.												

Detail of Bid Package #24 - Specialties:

Ladders	\$ 50,000.00	Allowance
Visual Display Surfaces	\$ 72,608.00	Y.I. Specialties, Inc.
Compartments and Cubicles	\$ 47,255.00	Y.I. Specialties, Inc.
Plastic Toilet Compartments	\$ -	Y.I. Specialties, Inc.
Folding Panel Partitions	\$ 91,603.00	Best Companies, Inc.
Wall Protection	\$ 8,529.00	Y.I. Specialties, Inc.
Toilet Accessories	\$ 42,000.00	Oklahoma Specialty Supply
Fire Protection Cabinets	\$ 5,773.00	Felix Thomson
Fire Extinguishers	\$ 5,896.00	Felix Thomson
Metal Lockers	\$ 160,000.00	Oklahoma Specialty Supply
Ground-Set Flagpoles	\$ 13,998.00	Specialty Sales Associates
Stationary Loading Dock Equip	\$ 6,850.00	Johnson Equipment Company
Appliances	\$ 8,135.00	RJ Kool Company
Retractable Belt Stanchion	\$ 500.00	Allowance
Bistro	\$ 10,000.00	Allowance
Welding Curtain	\$ 500.00	Allowance
Epoxy Resin Drying Rack	\$ 5,000.00	Allowance
Interior Safety Bollards	\$ 5,000.00	Allowance
TOTAL	\$ 528,647.00	

	Unit Price No 1: Pier Length Add/LF				Unit Price No 2: Pier Length Deduct/LF				Unit Price No 3: Permanent Casing for Concrete Piers/LF			
	18" Shaft Dia.	24" Shaft Dia.	30" Shaft Dia.	36" Shaft Dia.	18" Shaft Dia.	24" Shaft Dia.	30" Shaft Dia.	36" Shaft Dia.	18" Shaft Dia.	24" Shaft Dia.	30" Shaft Dia.	36" Shaft Dia.
7 CONCRETE												
Concrete Enterprises Inc	\$ 58.00	\$ 58.00	\$ 72.00	\$ 96.00	\$ -	\$ -	\$ -	\$ -	\$ 235.00	\$ 235.00	\$ 260.00	\$ 280.00
Lithko Contracting, LLC	\$ 147.00	\$ 147.00	\$ 193.00	\$ 245.00	\$ 17.50	\$ 17.50	\$ 27.50	\$ 39.00	\$ 280.00	\$ 280.00	\$ 315.00	\$ 345.00
Contech, Inc.	\$ 80.00	\$ 94.00	\$ 138.00	\$ 169.00	\$ 38.00	\$ 46.00	\$ 69.00	\$ 81.00	\$ 250.00	\$ 250.00	\$ 300.00	\$ 330.00
Oakridge Builders, a division of Flintco, LLC	\$ 72.00	\$ 77.00	\$ 109.00	\$ 153.00	\$ 12.00	\$ 14.00	\$ 20.00	\$ 28.00	\$ 220.00	\$ 220.00	\$ 250.00	\$ 280.00
D-Kems Construction, Inc.	\$ 125.00	\$ 125.00	\$ 145.00	\$ 175.00	\$ 4.00	\$ 6.00	\$ 8.00	\$ 8.00	\$ 155.00	\$ 155.00	\$ 200.00	



STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 20, 2024

AGENDA ITEM: 4B

Consider and Vote to Accept Amendment 2 for the Guaranteed Maximum Price (GMP) proposed by Willowbrook., Inc. for the SPS Bond 2023 High School Phase I Construction.

BOARD ACTION REQUESTED:

Motion to Accept Amendment 2 for the Guaranteed Maximum Price (GMP) proposed by Willowbrook., Inc. for the SPS Bond 2023 High School Phase I Construction.

BACKGROUND INFORMATION:

Amendment 2 for the Guaranteed Maximum Price (GMP) includes the construction costs for the SPS Bond 2023 High School Phase I project. The GMP consists of the pricing for trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's fee; and other items that comprise the GMP.

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 20th day of June in the year 2024 is incorporated into the accompanying 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 dated the 11th day of April in the year 2023 (the "Agreement")

for the following **PROJECT**:

Amendment No. 2 (Base Bid + Alternate 1, 2, 3, 4)

SPS Bond 2023 High School Phase 1
Main Package

THE OWNER:

Independent School District No. 16 of Payne County, Oklahoma
314 South Lewis Street
Stillwater, Oklahoma. 74074

THE CONSTRUCTION MANAGER:

Willowbrook, Inc.
Successor by name change to CMSWillowbrook, Inc.
620 NE 36th St
Oklahoma City, Oklahoma. 73105

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Sixty Million, Nine Hundred Ninety Thousand, Seven Hundred Sixteen dollars and Thirty-one cents (\$60,990,716.31), subject to additions and deductions by Change Order as provided in the Contract Documents.

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.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

See Exhibit A, Attachment No. 1 – Detail of Clarifications, Assumptions, Allowances

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Alternate No 1: Additional 2 Classrooms	\$ 276,690.25
Alternate No 2: West Parking Lot	\$1,162,831.00
Alternate No 3: Nurse Waiting Door 1040	\$ 62,048.00
Alternate No 4: Interior & Exterior Signage	\$ 371,009.00

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price No 1: Pier Length Add	LF	
- 18" Shaft Dia.	LF	\$58.00
- 24" Shaft Dia.	LF	\$58.00
- 30" Shaft Dia.	LF	\$72.00
- 36" Shaft Dia.	LF	\$96.00
Unit Price No 2: Pier Length Deduct	LF	
- 18" Shaft Dia.	LF	\$0
- 24" Shaft Dia.	LF	\$0
- 30" Shaft Dia.	LF	\$0
- 36" Shaft Dia.	LF	\$0
Unit Price No 3: Permanent Casing for Concrete Piers	LF	
- 18" Shaft Dia.	LF	\$235.00
- 24" Shaft Dia.	LF	\$235.00
- 30" Shaft Dia.	LF	\$260.00
- 36" Shaft Dia.	LF	\$280.00

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ **A.2.2** Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ **A.2.3 Substantial Completion**

§ **A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

Not later than () calendar days from the date of commencement of the Work.

By the following date: July 12, 2026

§ **A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ **A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ **A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ **A.3.1.1** The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Specification Book	Project Manual	May 3, 2024	All
Addendum	No. 1	May 15, 2024	All
Addendum	No. 2	May 24, 2024	All
Addendum	No. 3	May 28, 2024	All

§ **A.3.1.2** The following Specifications:

See Attachment No. 2 – Index of Documents and Drawings

§ **A.3.1.3** The following Drawings:

See Attachment No. 2 – Index of Documents and Drawings

§ **A.3.1.4** The Sustainability Plan, if any:

Title	Date	Pages
-------	------	-------

Other identifying information:

§ **A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:

Init.

Item	Price
Ladders	\$ 30,000.00
Equipment – Retractable Belt Stanchion	\$ 500.00
Bistro	
Equipment – Welding Curtains	\$ 10,000.00
Equipment – Epoxy Resin Drying Rack	\$ 500.00
Equipment – Interior Safety Bollards	\$ 5,000.00
Signage	\$327,752.00
Security	\$150,000.00
Metal Railings	\$450,000.00
Lab Equipment	\$100,000.00
Intercom/Clock	\$405,000.00
Sod, Hydromulch & Erosion Control	\$ 50,000.00
Temporary Utilities	\$120,000.00
Permits	\$ 33,700.00
Material Testing & Inspections	\$314,000.00
Additional Pier Depths	\$100,000.00
Pier Casings	\$450,000.00
Seclusion Room Padding	\$ 10,000.00
Precast Stain and EPS Void Fill	\$ 8,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
See Attachment No. 5 – Clarifications and Assumptions

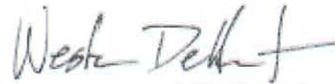
§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

See Attachment No. 3 – Recommendation of Bids
See Attachment No. 4 – Bid Qualifications

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

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



OWNER *(Signature)*

Dr. Marshall Baker
SPS Board President
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Weston DeHart, President
Willowbrook, Inc.
(Printed name and title)

Exhibit A
Attachment No. 1
Detail of Clarifications, Assumptions, Allowances

NO	AMOUNT	DESCRIPTION	Allowance 1 Add'l Classroom	Allowance 2 West Parking Lot	Allowance 3 Huma Waiting Door 1000	Allowance 4 Honor & Lation Storage	TOTAL Allowance	CONTRACTOR	NOTES
1	1,142,000.00	General Conditions							
2	-	Demolition						Previously Bid	
3	-	Site Utilities						Previously Bid	
4	1,024,200.00	Electrical Switchgear - Material Only						Mercury Bid	
5	1,329,200.00	Site Utilities - Private		20,000.00				Mercury Bid	
6	3,962,000.00	Paving & Walks		48,000.00				1,048,200.00	#3
7	3,962,000.00	Concrete		785,000.00				1,373,000.00	#3
8	800,000.00	Masonry	25,500.00					4,369,500.00	#3
9	3,720,000.00	Structural Steel	82,000.00					3,792,000.00	#3
10	172,000.00	Roofing	1,200.00					173,200.00	#3
11	1,776,000.00	Watermarking & Sealants	2,236.25					1,778,236.25	#3
12	1,855,657.00	Metal Panels						1,855,657.00	#3
13	430,000.00	Doors, Frames & Hardware						430,000.00	#3
14	2,310,000.00	Glass & Glazing	(84,200.00)					2,295,800.00	#3
15	3,704,755.00	Drywall & Ceiling	37,460.00					3,742,215.00	#3
16	645,000.00	Painting & Wallcovering	4,500.00					649,500.00	#3
17	11,410,000.00	Polished Concrete	10,410.00					11,420,410.00	#3
18	11,584,273.00	Aluminum Flooring						11,584,273.00	#3
19	30,000.00	Labratory						30,000.00	#1
20	30,000.00	Labratory						30,000.00	#1
21	1,004,000.00	Plastic Toilet Compartments						1,004,000.00	#1
22	47,255.00	Rolling Panel Partitions						47,255.00	#1
23	42,000.00	Total Accessories						42,000.00	#1
24	5,773.00	Fire Protection Cabinets						5,773.00	#1
25	5,800.00	Fire Extinguishers						5,800.00	#1
26	13,000.00	Shelving						13,000.00	#1
27	8,350.00	Shelving						8,350.00	#1
28	500.00	Shelving						500.00	#1
29	500.00	Shelving						500.00	#1
30	500.00	Shelving						500.00	#1
31	5,000.00	Shelving						5,000.00	#1
32	3,327,752.00	Shelving						3,327,752.00	#1
33	63,200.00	Food Service Equipment						63,200.00	#1
34	89,593.25	Cym Equipment						89,593.25	#1
35	83,500.00	Thickening Bleachers						83,500.00	#1
36	147,200.00	Greenhouse						147,200.00	#1
37	577,000.00	Fire Suppression	2,400.00					579,400.00	#1
38	2,088,538.00	HVAC						2,088,538.00	#1
39	424,800.00	Telecommunications/Low Voltage						424,800.00	#1
40	150,000.00	Security						150,000.00	#1
41	90,000.00	Fire Alarm						90,000.00	#1
42	40,000.00	Fire Alarm						40,000.00	#1
43	40,000.00	Fire Alarm						40,000.00	#1
44	1,520,577.00	Landscape & Grading						1,520,577.00	#1
45	12,000.00	Spray Finishing						12,000.00	#1
46	421,000.00	Treatment/Polycarbonate Panels						421,000.00	#1
47	123,000.00	Medical Equipment						123,000.00	#1
48	400,000.00	Allowance - Intercom/Click						400,000.00	#1
49	314,000.00	Allowance - Signage/Utilities						314,000.00	#1
50	314,000.00	Allowance - Panels						314,000.00	#1
51	100,000.00	Allowance - Minimal Testing & Inspection						100,000.00	#1
52	400,000.00	Allowance - Additional Per Depth						400,000.00	#1
53	400,000.00	Allowance - Per Ceiling						400,000.00	#1
54	400,000.00	Allowance - Per Ceiling						400,000.00	#1
55	400,000.00	Allowance - Per Ceiling						400,000.00	#1
56	400,000.00	Allowance - Per Ceiling						400,000.00	#1
57	400,000.00	Allowance - Per Ceiling						400,000.00	#1
58	400,000.00	Allowance - Per Ceiling						400,000.00	#1
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129	400,000.00	Allowance - Per Ceiling						400,000.00	#1
130	400,000.00	Allowance - Per Ceiling						400,000.00	#1
131	400,000.00	Allowance - Per Ceiling						400,000.00	#1
132	400,000.00	Allowance - Per Ceiling						400,000.00	#1
133	400,000.00	Allowance - Per Ceiling						400,000.00	#1
134	400,000.00	Allowance - Per Ceiling						400,000.00	#1
135	400,000.0								

Stillwater Public Schools
Bond 2023 High School Phase 1

Exhibit "A"
SUMMARY OF FUNDS AS ISSUED TO WILLOWBROOK
(Includes all approved change orders)

	<u>DATE</u>	<u>AMOUNT</u>	<u>EXTENDED AMOUNT</u>
Pre-Construction Fee	3/12/2024	\$ -	\$ -
<u>Amendment No. 1 - SHS Early Package (Base Bid)</u>	3/12/2024		
GENERAL CONDITIONS		\$ 141,916.00	
Bid Package 1 - Demolition - MK Excavation, LLC		\$ 686,000.00	
Bid Package 2 - Site Utilities - D Owen Construction, LLC		\$ 274,500.00	
Bid Package 3 - Early Electrical Switchgear - Colburn Electric, LLC		\$ 349,800.00	
Allowance - Materials Testing and Inspections		\$ 11,000.00	
Allowance - Permits		\$ 1,300.00	
Allowance - Unforeseen Conditions		\$ 150,000.00	
Allowance - Fencing		\$ 50,000.00	
Owner Contingency		\$ 83,226.00	
CM Contingency		\$ 49,935.00	
Bonds		\$ 10,551.00	
Builders Risk Insurance		\$ 4,899.00	
General Liability Insurance		\$ 7,348.00	
CM Fee		\$ 63,717.00	
		\$ 1,884,192.00	\$ 1,884,192.00
Pre-Construction Fee	6/20/2024	\$ 110,920.00	\$ 1,995,112.00
<u>Amendment No. 2 - SHS Main Package (Base Bid + Alt 1, 2, 3, 4)</u>	6/20/2024		
GENERAL CONDITIONS		\$ 1,702,992.00	
Bid Package 4 - Earthwork - MK Excavation, LLC		\$ 1,048,250.00	
Bid Package 5 - Site Utilities - D. Owen Construction, LLC		\$ 1,373,000.00	
Bid Package 6 - Paving & Walks - Turning Point Industries, Inc.		\$ 4,368,300.00	
Bid Package 7 - Concrete - Concrete Enterprises, Inc.		\$ 3,708,500.00	
Bid Package 8 - Precast Concrete - Coreslab Structures (Okla) Inc.		\$ 2,588,211.00	
Bid Package 9 - Masonry - Sun Valley Masonry, Inc.		\$ 841,380.00	
Bid Package 10 - Structural Steel (Mat'l & Erect) - Bennett Steel, Inc.		\$ 3,782,800.00	
Bid Package 11 - Rough Carpentry - Red Mountain Company		\$ 173,200.00	
Bid Package 12 - Millwork - Wood Systems, Inc.		\$ 1,147,232.25	
Bid Package 13 - Waterproofing & Sealants - GDA Contractors		\$ 259,472.00	
Bid Package 14 - Roofing - JR & Co., Inc.		\$ 1,776,000.00	
Bid Package 15 - Metal Panels - Artform LLC		\$ 1,855,657.00	
Bid Package 16 - Doors, Frames, Hardware - Piper Weatherford of Oklahoma LLC		\$ 439,800.00	
Bid Package 17 - Overhead Doors & Grilles - DH Pace Company, Inc.		\$ 120,617.00	
Bid Package 18 - Glass & Glazing - Lee Glass & Window, LLC		\$ 2,390,800.00	
Bid Package 19 - Drywall & Ceilings - Wiljo Interiors, Inc.		\$ 3,742,695.00	
Bid Package 20 - Painting & Wallcoverings - Advanced Commercial Painting, LLC		\$ 650,000.00	
Bid Package 21 - Flooring - Carroll's Commercial Floors, Inc.		\$ 1,185,764.00	
Bid Package 22 - Polished Concrete - KCI Concrete Color Systems, LLC		\$ 301,985.00	
Bid Package 23 - Athletic Flooring - Vector Concepts, Inc.		\$ 111,564.23	
Bid Package 24 - Specialties - Various		\$ 508,647.00	
Bid Package 25 - Signage - J&B Graphics, Inc.		\$ 327,752.00	
Bid Package 26 - Window Treatments - Russell Interiors, Inc.		\$ 54,980.00	
Bid Package 27 - Food Service Equipment - Amundsen Commercial Kitchens, Inc.		\$ 1,357,000.00	
Bid Package 28 - Gymnasium Equipment - School & Office Products of Arkansas, Inc.		\$ 98,583.25	
Bid Package 29 - Telescoping Bleachers - Performance Surfaces, LLC		\$ 63,536.00	
Bid Package 30 - Greenhouses - American Plant Products & Services, Inc.		\$ 148,737.00	
Bid Package 31 - Elevators - Otis Elevator Company		\$ 156,224.00	
Bid Package 32 - Fire Suppression - Kanske Fire Systems, LLC		\$ 539,815.00	
Bid Package 33 - Plumbing - Air Technologies		\$ 2,089,536.00	
Bid Package 34 - HVAC - DeHart Air Conditioning & Electronics, Inc.		\$ 4,321,850.00	
Bid Package 35 - Electrical - Colburn Electric, LLC		\$ 5,789,700.00	
Bid Package 36 - Telecommunications/Low Voltage - Adept Patriot Services, LLC		\$ 311,828.00	
Bid Package 37 - Security - Allowance		\$ 150,000.00	
Bid Package 38 - Fire Alarm - VSC Fire & Security, Inc.		\$ 99,641.00	
Bid Package 39 - Metal Railings - Allowance		\$ 450,000.00	
Bid Package 40 - Fencing & Gates - Superior Fence Construction, Inc.		\$ 49,000.00	
Bid Package 41 - Landscaping & Irrigation - Grooms Irrigation		\$ 1,646,134.00	
Bid Package 42 - Spray Fireproofing - True Fireproofing Company		\$ 12,500.00	
Bid Package 43 - Translucent Polycarbonate Panels - Duo-Gard Industries, Inc.		\$ 421,866.54	
Bid Package 44 - Lab Equipment - Allowance		\$ 100,000.00	
Bid Package 45 - Media Equipment - VOX Audio Visual		\$ 123,602.04	
Allowance - Intercam/Clock		\$ 405,000.00	
Allowance - Sod, Hydromulch & Erosion Control		\$ 50,000.00	
Allowance - Temporary Utilities		\$ 120,000.00	
Allowance - Permits		\$ 33,700.00	
Allowance - Material Testing & Inspections		\$ 314,000.00	
Allowance - Additional Pier Depths		\$ 100,000.00	
Allowance - Pier Casings		\$ 450,000.00	
Allowance - Seclusion Roof Padding		\$ 10,000.00	
Allowance - Precast Stain and EPS Void Fill		\$ 8,000.00	
Owner Contingency		\$ 2,693,994.00	
CM Contingency		\$ 1,616,396.00	
Bonds		\$ 341,548.00	
Builders Risk Insurance		\$ 158,575.00	
General Liability Insurance		\$ 237,864.00	
CM Fee		\$ 2,062,488.00	
		\$ 60,990,716.31	\$ 62,985,828.31



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 20, 2024

AGENDA ITEM: 4C

Consider and Vote to Assign Bids to Willowbrook, Inc. for the Stillwater Public Schools Bond 2023 High School Phase I Construction Amendment II Bid Package.

BOARD ACTION REQUESTED:

Motion to Assign Bids to Willowbrook, Inc. for the Stillwater Public Schools Bond 2023 High School Phase I Construction Amendment II Bid Package.

BACKGROUND INFORMATION:

Bids for Stillwater Public Schools Bond 2023 High School Phase I Construction Amendment II Bid Package were opened on May 29, 2024, at 2:00 p.m. With approval, bids will be assigned to Willowbrook, Inc. for the securing of the low bid contractors to complete the Stillwater Public Schools Bond 2023 High School Phase I Construction.



STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Dr. Janet Vinson, Assistant Superintendent
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 20, 2024

AGENDA ITEM: 5A

Educational Services Contracts for FY 24-25:

1) RK Black (60 Month Lease Agreement for Copier Hardware, Software, and Service)

BOARD ACTION REQUESTED:

Motion to Approve Contracts for 2024-2025 Pending approval by School District Attorney.

BACKGROUND INFORMATION:

1) 60 Month Copier Lease Agreement with RK Black. RK Black will provide 48 brand new large format multifunction copiers with accompanying management software and on-site warranty repair service for a period of 60 months. This lease agreement will facilitate a modern, streamlined print experience utilizing "Find Me" style printing allowing users to print to any copier regardless of device, site assignment, or location within the district.



EQUIPMENT FINANCE

LESSEE'S GENERAL AND INCUMBENCY CERTIFICATE

AGREEMENT

GENERAL CERTIFICATE

Re: Lease Agreement # _____, between Stillwater School District NO. 1-16, as Lessee ("Lessee") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Lessor.

The undersigned, being the duly elected, qualified and acting official of Lessee holding the title stated in the signature line below, does hereby certify as of the date of this Certificate and the date of the Agreement (as defined below), as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease Agreement (the "Agreement") by the undersigned.
2. The meeting(s) of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Agreement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the state where Lessee is located.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an event of default or a nonappropriation event exists at the date hereof with respect to this Agreement.
4. The acquisition of all of the Equipment under the Agreement has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

X	
----------	--

Lessee

Signature of Person to Sign Agreement

Print Title of Person to Sign Agreement

Print Name of Person to Sign Agreement

Print Date that Above Person Signed this Certificate

INCUMBENCY CERTIFICATE

Re: Lease Agreement # _____, between Stillwater School District NO. 1-16, as Lessee ("Lessee") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Lessor.

The undersigned, being the duly elected, qualified and acting Secretary, Clerk, or other duly authorized official or signatory of the Lessee does hereby certify, as of the date of this Certificate and the date of the Agreement (as defined in the General Certificate above)as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Agreement was approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

NAME OF -PERSON SIGNING AGREEMENT	TITLE OF PERSON SIGNING AGREEMENT	SIGNATURE OF PERSON SIGNING AGREEMENT
		X

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

X	
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Signature of Secretary, Clerk or other duly authorized official or signatory of Lessee (Cannot be same as Person Signing Agreement)

Print Title of Person who signed this Certificate

Print Name of Person Signing this Certificate

Print Date that Above Person Signed this Certificate

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



State & Local Government
Lease Agreement

APPLICATION NO.

AGREEMENT NO.

EQUIPMENT FINANCE

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

SUPPLIER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, and FAX.

EQUIPMENT DESCRIPTION

Form with fields for MAKE/MODEL/ACCESSORIES and SERIAL NO.

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

See attached Schedule A

TERM AND PAYMENT INFORMATION

60 Payments* of \$ 5005.50

If you are exempt from sales tax, attach your certificate.

*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default, non-appropriation or nonrenewal under this Agreement, as applicable, has occurred and is continuing.

- Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.
Purchase all of the Equipment for \$1.00.

Customer's Initials
Customer's Initials

LESSOR ACCEPTANCE

Signature line for U.S. Bank Equipment Finance (LESSOR) with fields for SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGES 2 AND 3 ATTACHED HERETO.

Signature line for CUSTOMER with fields for SIGNATURE, TITLE, and DATED.

FEDERAL TAX I.D. #

PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

Signature line for CUSTOMER with fields for SIGNATURE, TITLE, and ACCEPTANCE DATE.

TERMS AND CONDITIONS (Continued on Page 3)

1. AGREEMENT: You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for your essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

3. INITIAL TERM AND RENEWAL TERM(S): The term of this Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate this Agreement under paragraph 6 as of the end of any fiscal year, this Agreement will be deemed automatically renewed for the next succeeding renewal term. An election by you to terminate this Agreement under paragraph 6 is not a default. Notwithstanding anything herein to the contrary, if we cancel this Agreement following a default by you, we may require that you pay the unpaid balance of Payments under this Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

4. SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under this Agreement, such Supplement, as it incorporates the terms and conditions of this Agreement, shall be a separate financing distinct from this Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to this Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in this Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

5. OWNERSHIP; PAYMENTS; TAXES AND FEES: Except as expressly stated herein, we own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. Subject to paragraph 6, you will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

6. NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

7. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims other than liens and claims under this Agreement; and (iii) at your address shown on page 1 of this Agreement, and you agree not to move the Equipment unless we agree in writing. To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) to show our interest.

8. INSURANCE; COLLATERAL PROTECTION; RISK OF LOSS; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** As between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

9. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

10. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any enforcement of our rights under this Agreement after a default by you, you agree to pay our costs and expenses, including reasonable attorneys' fees and collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy. In the event that legal proceedings relating to this Agreement (other than our enforcement of this Agreement after a default by you) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the non-prevailing party on demand of the prevailing party.

11. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof, including the appropriation of funds to pay amounts due under this Agreement. This may include compiled, reviewed or audited annual financial statements within 120 days after your fiscal year end, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

12. END OF TERM: Unless the purchase option is \$1.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

13. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance. Any provision in this Agreement requiring you to pay amounts due under this Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew this Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

14. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

15. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the state in which you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

Service Agreement

Order #: 7609	Order Date: 06/04/2024	Sales Representative: Gary Hackett
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Installed At	
Customer #: RKS44	
Stillwater Public Schools Board Of Education	
314 S Lewis St	
Stillwater, OK 74074-3500	
Contact:	Bryan Bloomer
Phone:	(405) 707-5001
Email:	bbloomer@stillwaterschools.com

Bill To	
Customer #: RKS44	
Stillwater Public Schools Board Of Education	
314 S Lewis St	
Stillwater, OK 74074-3500	
Contact:	Accounts Payable
Phone:	(405) 533-6300
Email:	billing@stillwaterschools.com

Installation and Service Agreement Terms Must be **initialed** by Client in the block to the left of the agreement terms.

TotalCare Coverage - Includes Parts, Labor, Travel & Toner. Excludes Paper, Staples & Third-party Accessories.

Service Payment	Billing Cycle	Overage Billing Cycle
\$0.00	Quarterly	Quarterly

Brand / Model	Serial #	EQID #	Base Price (plus tax)	Beginning Meter		Images Included		Overages Billed	
				B&W	Color	B&W	Color	B&W	Color
Kyocera TASKalfa 6004i(30)								0.0067	
Kyocera TASKalfa 6054ci(18)								0.0067	See Tiers
Kyocera TASKalfa 6054ci Tier 1 Color (6% Fill or Less)									\$.0135
Kyocera TASKalfa 6054ci Tier 2 Color (6.01% to 10.50% Fill)									\$.0198
Kyocera TASKalfa 6054ci Tier 3 Color (10.51% and Above Fill)									\$.0344

Note:

CLIENT Approval	
Subject to Service Agreement Terms & Conditions	
By:	_____
	Duly Authorized Signature
Printed:	_____
Title:	_____
Date:	_____ P.O. # _____

COMPANY Approval	
By:	_____
	Duly Authorized Signature
Printed:	Gene Daniel
Title:	Service Manager
Date:	06/04/2024

ANY MODIFICATION TO THIS AGREEMENT MUST BE MADE IN WRITING & APPROVED BY THE CLIENT & A COMPANY SERVICE MANAGER

For Internal Use:	Tech # _____	Territory # _____
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SERVICE AGREEMENT TERMS & CONDITIONS

- 1. AGREEMENT:** You appoint us and we accept the appointment to provide the services described in this agreement with respect to the equipment listed on the face of this agreement under "Brand / Model" (the "Equipment"). You agree to all of the terms and conditions included herein and in any invoices that we send you under this agreement, which together are a complete statement of the parties' agreement regarding the Equipment (the "Agreement"). This Agreement will become effective upon signing by the parties.
- 2. TERM:** The term of this Agreement begins on the latter of (i) the date of Equipment delivery to you, or (ii) the date that you sign this Agreement, and continues for 1 year. Upon expiration of any term, this Agreement will automatically renew for an additional 1 year term at prevailing rates in effect at the time of each renewal unless either party provides written notice of termination to the other party at least 30 days before the end of any such term. In the event of termination, you are responsible for providing us a final meter reading so we may issue a final invoice for services. If you do not provide us a final meter reading, you agree to accept our estimate based on your typical usage over the previous six (6) months.
- 3. YOUR OBLIGATIONS:** You agree to maintain the Equipment in a safe, suitable operating environment to include (a) clean, consistent and appropriate power; (b) temperature between 60 & 90 degrees Fahrenheit; (c) relative humidity between 50% & 80%; and (d) a reasonable amount of space for us to make any necessary inspections or repairs. You agree to maintain these conditions at your expense. You agree to (a) allow us access to the Equipment during our normal business hours, 8 am to 5 pm, Monday through Friday, excluding holidays ("Normal Business Hours"); (b) provide accurate Equipment meter readings when requested by us; and (c) to pay us for all services provided under this Agreement.
- 4. EQUIPMENT INSPECTION:** We are responsible for inspecting each item of Equipment within 30 days of assuming service responsibility. If the inspection reveals that any item of Equipment is not in safe or normal operating condition, we will notify you within the next 30 days (or such shorter period as is necessary to avoid material risk of personal injury or property damage), and you will be responsible for bringing that item into safe and normal operating condition. If you request us to do so, we will make necessary repairs in accordance with our standard rates then in effect for such service. We will not be required to provide maintenance services for any item of Equipment that you do not maintain in a safe and normal operating condition.
- 5. GENERAL MAINTENANCE:** If you selected the General Maintenance Plan, we will provide parts, labor, preventative maintenance & travel during our Normal Business Hours. General Maintenance does not include toner, image and fusing kits, paper or staples. If, in our reasonable discretion, the Equipment needs chronic, excessive repair ("Nonconforming Equipment"), we will notify you and we will no longer be responsible for service under this Agreement.
- 6. TOTALCARE COVERAGE:** If you selected the TotalCare Plan, you will receive the General Maintenance services plus a reasonable supply of toner (based on your typical monthly copy volume & manufacturer's projected toner yield). You are responsible for purchasing your own paper and staples. Upon request, we will ship you toner in quantities consistent with your actual use. All toner remains our property until used in the Equipment. If we determine in our reasonable discretion that you have requested an excessive amount of toner, we reserve the right to reduce the amount to be shipped or to charge you for the excess toner, in which case you agree to pay us for the excess toner at our normal retail price. Upon termination of this Agreement, you agree to return unused toner or to pay us for it at our normal retail price.
- 7. CONNECTIVITY & LINE FILTER:** If you selected the Annual Connectivity Option, we will provide 1 year of Connectivity Support beyond the initial installation. Annual Connectivity Support includes installation and configuration of workstations or servers for print / scan / fax software, reinstallation, troubleshooting of compatibility issues, and end user training. Annual Connectivity Support does not include any network transport media issues, server or workstation operating system configuration or modification, custom integration with any third party software or hardware, or support for any workstation not physically located at your site. If you purchased a Line Filter, your rights and remedies relating to your use of the Line Filter are provided by the manufacturer's warranty.
- 8. CHARGES:** We will invoice you in advance on a periodic basis for the amount listed on the face of this Agreement under "Base Price", and in arrears for any Black & White or Color images that exceed the number of images included, if any, in the Base Price, at the "per image" rate specified under "Overage". For purposes of this Agreement, 2-sided images and/or images on paper larger than legal size (8.5" X 14") will count as two images. Charges for maintenance services not covered by this Agreement will be invoiced at our standard parts and labor rates in effect at the time the service is performed. Images made on loaner equipment will be charged at the rate listed on the face of this Agreement. Sales Tax: You agree to pay sales tax on service billings as required by Oklahoma law. Freight: You agree to pay freight for supplies provided to you under a TotalCare Plan at a rate equal to 3% of the sum of the Base and Overage amounts invoiced. If you have any delinquent invoices for products or services that we sell or lease to you, we may refuse to provide service to you and/or terminate this Agreement and any other Agreement that we have with you. You agree to pay us all costs of collection, including reasonable attorneys' fees. Delinquent invoices will bear interest at the rate of 1.5% per month until paid.
- 9. SERVICE EXCLUSIONS:** We may decline to provide maintenance services with respect to the following: (a) any service for Equipment not identified on the face of this Agreement under "Brand / Model" or not subsequently approved by us in writing for coverage under this Agreement; (b) any Nonconforming Equipment; (c) any maintenance or repair service to be provided by you; (d) Equipment that you have moved to a location deemed unreasonable by us; (e) any service or downtime caused by (i) a condition that was triggered or subject to a product recall, (ii) a design, specification or instruction provided by you or your representative, (iii) your failure to fulfill your responsibilities under this Agreement, (iv) the failure of anyone other than us to comply with our written instructions or recommendations, (v) your combining the Equipment with any incompatible item, (vi) any alteration or improper storage, handling, use or maintenance of any part of the Equipment by anyone other than us, (vii) design or manufacturing defects in any items, (viii) anything external to the Equipment not being serviced by us including, without limitation, a building or structural deficiency, power surge, fluctuation or failure, and air conditioning failure, or (ix) anything beyond our reasonable control other than service necessitated by normal Equipment usage.
- 10. DEFAULT & REMEDIES:** If you default in the performance of any of your obligations under this Agreement or any other agreement with us, we may (a) enforce this Agreement, (b) recover damages for the default, and (c) exercise any other remedy available to us. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorneys' fees and actual costs and expenses of collection. You agree that any delay or failure by us to enforce our rights under this Agreement does not prevent us from enforcing our rights at a later time. No remedy set out in this paragraph is intended to be exclusive. Each remedy will be cumulative but only to the extent necessary for us to recover from you what you owe us.
- 11. DISCLAIMER OF WARRANTY / LIMITATION OF LIABILITY: WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR RELATED TO THE LINE FILTER, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY DEFAULT BY US.**
- 12. THIRD PARTY SOFTWARE:** Despite any other terms and conditions of the Agreement, you agree that this Agreement does not provide service for any third party software that may be delivered with or installed on the Equipment. You agree that your use of such third party software is governed by the terms and conditions of the end user license agreement for the third party software.
- 13. ASSIGNMENT:** You will not assign any of your rights or obligations under this Agreement without our prior written consent, which will not be unreasonably withheld. We may assign our rights and obligations under this Agreement without obtaining your permission. This Agreement will inure to the benefit of and be binding upon the successors and permitted assigns of the parties. This Agreement, together with any invoices we send you, constitutes the entire Agreement of the parties with respect to its subject matter. This Agreement supersedes any and all other agreements, either oral or written, between the parties regarding the subject matter of this Agreement.
- 14. CONSENT TO LAW, JURISDICTION & VENUE:** This Agreement, including amendments and related invoices, will be governed by and construed in accordance with Oklahoma law, without giving effect to any principle of conflicts of law or choice of law. The parties agree that the venue for any legal action arising out of this Agreement will be in Oklahoma County, Oklahoma. If any provision of this Agreement is declared unenforceable, the other provisions herein will remain in effect.
- 15. DISPUTE RESOLUTION:** Either party will have the right to cause any dispute between us to be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or the rules of such other recognized third party as the parties may agree. The decision to refer a dispute to arbitration will not preclude either of us from seeking appropriate injunctive relief in court if necessary to prevent irreparable harm. The prevailing party in any legal or arbitration proceeding will be entitled to recover all of its costs and expenses, including reasonable attorneys' fees.

Client Initials:

Date:

ROSENSTEIN, FIST & RINGOLD

ATTORNEYS AT LAW

JOHN G. MOYER, JR.
JERRY L. ZIMMERMAN
FREDERICK J. HEGENBART
ERIC P. NELSON
JOHN E. PRIDY
BRYAN K. DRUMMOND
KENT B. RAINEY
ERIC D. WADE
SAMANTHIA S. MARSHALL
ADAM S. BREIPOHL
ERIC D. JANZEN
MARK S. RAINS

M. SCOTT MAJOR
ADAM T. HEAVIN
NATHAN R. FLOYD
GREGORY D. LOEFFLER

PARK CENTRE
525 SOUTH MAIN, SUITE 700
TULSA, OKLAHOMA 74103-4508
(918) 585-9211

FACSIMILE
(918) 583-5617

INTERNET WEB SITE:
www.rfrlaw.com

OKLAHOMA CITY OFFICE:
UNION PLAZA BUILDING
3030 NW EXPRESSWAY, SUITE 200
OKLAHOMA CITY, OKLAHOMA 73112
(405) 521-0202

C.H. ROSENSTEIN (1898-1990)
HENRY L. FIST (1893-1976)
DAVID L. FIST (1931-2008)
A.F. RINGOLD (1931-2021)

OF COUNSEL

ALISON A. PARKER
LINDSEY E. ALBERS

June 17, 2024

Via email

Bo Gamble
Stillwater Public Schools
601 S. Lewis
Stillwater, OK 74074

Re: Copier Finance and Service Agreements (US Bank and RK Black Inc.)

Dear Bo:

Thank you for the opportunity to review the agreements between Stillwater Public Schools and US Bank and RK Black Inc. After a thorough review, I have identified a few provisions in the contracts that I want to bring to your attention. Once you have reviewed the items below, please do not hesitate to reach out with any questions or concerns.

US Bank Finance Agreement:

Generally. Title 62 § 430.1 of the Oklahoma Statutes set the conditions by which a school district may enter into lease purchase agreements such as this. This agreement is carefully crafted by US Bank to comply with Oklahoma law.

Term. The term of this agreement is set to expire at the end of every fiscal year. The board will need to take action by June 30 of every year to renew this agreement.

Location of Equipment. Paragraph 7 of the agreement requires that all of the leased equipment be kept at the address shown on page 1 of the agreement. Unless all of the copiers being leased are, in fact, being kept at the administration building, this provision will need to be amended to: *(iii) at your address shown on page 1 of this Agreement or any other property now owned or controlled by you.*

Insurance. Paragraph 8 of this agreement requires Stillwater Public Schools insure all of the leased equipment and name US Bank as a loss payee.

June 17, 2024

Page 2

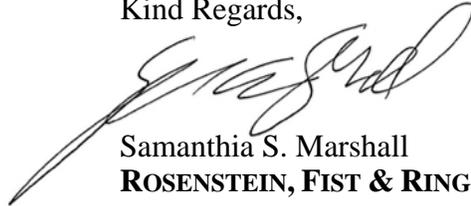
RK Black Inc. Service Agreement

Term. Paragraph 2 of this agreement provides for automatic renewal absent written notice of termination. Oklahoma law prohibits school districts from obligating funds outside the current fiscal year. Automatic renewal provisions such as this are construed as doing just that. I suggest that the first and second sentence of this paragraph be stricken and amended to the following: *The term of this Agreement begins on the latter of, (i) the date of Equipment delivery to you, or (ii) the date that you sign this agreement, and continues until June 30, 2025. Thereafter, this agreement may, by mutual consent and ratification by the parties, be renewed each fiscal year at prevailing rates in effect at the time of each renewal.*

Assignment. I suggest that the second sentence of paragraph 13 be stricken and replaced with the following: *We will not assign our rights and obligations under this Agreement without your express written consent.*

Thank you again for the opportunity to review these agreements. If you have any questions or need clarification on any of the above, please do not hesitate to reach out.

Kind Regards,



Samanthia S. Marshall
ROSENSTEIN, FIST & RINGOLD

SSM/gdl